

FOIA Request

From: Jon Keener <jkeener@ramrealestate.com>
Sent: Friday, December 04, 2009 9:03 AM
To: Mike Taylor; Janet Mountcastle; David Boyette
Cc: Chris Berndt; Kendal Brown; Phil Mason
Subject: RE: Geotechnical Report for Lot #5

Follow Up Flag: Follow up
Flag Status: Completed

Mike,

Thanks for looking into this boring information.

Did the ECS engineer you worked with give any indication that the site soil samples were homogeneous enough for him to comfortably assume the same conditions existed underneath Church St.? That determination and your acceptance of it is the most important thing we are looking for to get this resolved for you. Just let us know if they are acceptable parameters for you and we will design around them.

Thanks for the guidance,

JK

From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Thursday, December 03, 2009 5:03 PM
To: Jon Keener; 'Janet Mountcastle'; David Boyette
Cc: Chris Berndt; Kendal Brown; Phil Mason
Subject: Geotechnical Report for Lot #5

Jon, Janet, & David;

Attached is what I have in my file for the geotechnical analysis at lot #5. The scanned map of the boring locations is difficult to read. However, from the file copy I can tell you that boring location B-2 is the closest boring location to the proposed concrete pavement. It is located approximately 50 feet east of Church Street and 100 feet north of the Church Street/Franklin Street intersection. The only other boring location near Church Street is #1. It is located about 150 from the Rosemary Street and about 60 feet from Church Street. These distances are rough estimates from the map.

Your engineer may want to get a boring for the street. Let me know what you decide.

Thanks

Mike

FOIA Request

From: Mike Taylor
Sent: Monday, January 11, 2010 10:00 AM
To: Chris Berndt
Subject: Corrective Action Plan

Chris,

Do you know the status of the Corrective Action Plan that the Town was going to contact with ECS to provide?

Is it not necessary? Or it is something we still need ?

Thanks

MT

FOIA Request

From: Chris Berndt
Sent: Monday, January 11, 2010 5:54 PM
To: Mike Taylor
Subject: RE: Corrective Action Plan

Hi Mike--My recollection without looking at the file is that ECS was going to do this next. My impression was this is required by the state. I will double check my file tomorrow.

Also, can you tell me the general purpose of our meeting tomorrow? Is there anything I need to be prepared for?

Chris

From: Mike Taylor
Sent: Monday, January 11, 2010 10:00 AM
To: Chris Berndt
Subject: Corrective Action Plan

Chris,

Do you know the status of the Corrective Action Plan that the Town was going to contact with ECS to provide?

Is it not necessary? Or it is something we still need ?

Thanks

MT

FOIA Request

From: Mike Taylor
Sent: Monday, January 11, 2010 6:01 PM
To: Chris Berndt
Subject: RE: Corrective Action Plan

I would like for you give everyone an overview of our obligations regarding reviews and approvals as owner of the parking structure and the plaza. What has been completed and what else we need to do. Pretty much going down a similar is not the same list you prepared on 10/25/07.

From: Chris Berndt
Sent: Monday, January 11, 2010 5:54 PM
To: Mike Taylor
Subject: RE: Corrective Action Plan

Hi Mike--My recollection without looking at the file is that ECS was going to do this next. My impression was this is required by the state. I will double check my file tomorrow.

Also, can you tell me the general purpose of our meeting tomorrow? Is there anything I need to be prepared for?

Chris

From: Mike Taylor
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Subject: Corrective Action Plan

Chris,

Do you know the status of the Corrective Action Plan that the Town was going to contact with ECS to provide?

Is it not necessary? Or it is something we still need ?

Thanks

MT

FOIA Request

From: Mike Taylor
Sent: Friday, March 26, 2010 4:21 PM
To: Bruce Heflin; Lance Norris
Cc: Larry Tucker
Subject: Lot #5

Bruce & Lance,

I have an appointment this coming Tuesday at 9:00 AM with ECS to talk about a Corrective Action Plan for the contaminated soil at Lot #5. ECS completed the initial soils investigation at Lot 5. One of the options would be for their staff to screen the soil and remove only the minimum amount of soil necessary to construct the project. They seemed to think this would be cheaper than planning to remove the total amount of contaminated soil previously estimated. At this point I'm not there is any difference in the two volumes. That will be part of the discussion on Tuesday.

This firm also does construction management (review of shop drawings, special inspections, structural review, cost estimating, etc.). While they are here I also plan to talk with them about these type of services for Lot #5.

FYI -Coco said Wednesday that we didn't have to do the RFQ if the consulting services were under \$30,000. Anything more than that would create problems with Mini Brooks.

Let me know if you have questions or if you would like to attend the meeting with Larry and me.

Thanks

MT

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, April 05, 2010 7:45 PM
To: Mike Taylor
Cc: AGeda
Subject: Parking Lot #5
Attachments: image001.jpg

Follow Up Flag: Follow Up
Flag Status: Completed

Hey Mr. Taylor –

We have been shopping the price around for transport and disposal of the soil for the proposal to you. Can you give Aric and myself a call in the morning when you get into the office. Call us at 919-861-9910 and ask for me. Thanks and hope you had a good holiday weekend.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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FOIA Request

From: Mike Taylor
Sent: Monday, April 05, 2010 8:54 PM
To: MHiggins
Subject: RE: Parking Lot #5
Attachments: image001.jpg

Sure, I'll talk to you tomorrow.

Mike

From: MHiggins [MHiggins@ecslimited.com]
Sent: Monday, April 05, 2010 7:45 PM
To: Mike Taylor
Cc: AGeda
Subject: Parking Lot #5

Hey Mr. Taylor –

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Environmental Department Manager

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FOIA Request

From: Mike Taylor
Sent: Tuesday, April 06, 2010 3:39 PM
To: mhiggins@ecslimited.com
Subject: Remediation
Attachments: 140 West Agreement.pdf; image001.gif

Michael,

Attached for your use is the provision in the agreement for the remediation at the 140 West (Lot#5) site. Call me anytime with questions.

Thanks

Mike

From: Jeannette Taylor
Sent: Tuesday, April 06, 2010 3:26 PM
To: Mike Taylor
Subject: your scan



Jeannette Taylor
Office Manager I
Public Works Department
Engineering & Design Services Division
[Town of Chapel Hill](#)
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Wednesday, April 07, 2010 4:10 PM
To: Mike Taylor
Cc: AGeda
Subject: 13576 Proposal for ECS Services
Attachments: image001.jpg; 13576 Proposal for ECS Services.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Here is the proposal that you and I just spoke about. Let me know if you have any questions. Thanks again.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
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FOIA Request

From: AFox <AFox@ecslimited.com>
Sent: Thursday, April 08, 2010 5:03 PM
To: Mike Taylor
Cc: AGeda; MCrowley
Subject: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image002.jpg; P-13589 Parking Lot #5.pdf
Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Taylor,

Please see the attached **ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services**. If you have any questions, please contact Mingo Crowley at mcrowley@ecslimited.com or call him at (919) 215-5111. If you decide to accept this proposal, please sign the proposal acceptance, page 3 and return to our office as soon as possible. We appreciate the opportunity to present this proposal to you and look forward to working with your team in the future. Have a great day.

Respectfully,
Amy Fox

Amy J. Fox
CMT Administrative Assistant

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9849 F: 919-861-9911 C: 919-868-4362

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FOIA Request

From: Mike Taylor
Sent: Friday, April 09, 2010 8:42 AM
To: AFox
Cc: AGeda; MCrowley; mhiggins@ecslimited.com
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image001.jpg

Thank you. I have an appointment with the Assistant Town Manager on Monday. At that time I will discuss the attached proposal and the earlier proposal from ECS concerning the disposal of the contaminated soil on the same site.

I will be out of Town the remainder of the week and part of the following week. I will contact you when I return to the office.

Thank you again,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]
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Respectfully,
Amy Fox

Amy J. Fox
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FOIA Request

From: AGeda <AGeda@ecslimited.com>
Sent: Friday, April 09, 2010 8:56 AM
To: Mike Taylor
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image001.jpg

Thanks Mike! I hope your trip is pleasure, not business!

Aric V. Geda, P.E.
Vice President / Branch Manager

ECS Carolinas, LLC
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9918 F: 919-861-9911 C: 919-612-1399
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Friday, April 09, 2010 8:42 AM
To: AFox
Cc: AGeda; MCrowley; MHiggins
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Thank you again,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833

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FOIA Request

From: AFox <AFox@ecslimited.com>
Sent: Friday, April 09, 2010 9:09 AM
To: Mike Taylor
Cc: AGeda; MCrowley; MHiggins
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image002.jpg; image003.jpg

Thank you Mike and have a nice weekend. We look forward to hearing from you.

Amy J. Fox
CMT Administrative Assistant

ECS Carolinas, LLP

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Sent: Friday, April 09, 2010 08:42 am
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Cc: AGeda; MCrowley; MHiggins
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Thank you again,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]

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Cc: AGeda; MCrowley

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FOIA Request

From: Mike Taylor
Sent: Friday, April 09, 2010 9:16 AM
To: AGeda
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image001.jpg

Yes, it is pleasure. We will be headed to the west coast to do a little site seeing and visit relatives.

From: AGeda [mailto:AGeda@ecslimited.com]
Sent: Friday, April 09, 2010 8:56 AM
To: Mike Taylor
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

Thanks Mike! I hope your trip is pleasure, not business!

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Vice President / Branch Manager

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To: AFox
Cc: AGeda; MCrowley; MHiggins
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I will be out of Town the remainder of the week and part of the following week. I will contact you when I return to the office.

Thank you again,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

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FOIA Request

From: Mike Taylor
Sent: Thursday, April 29, 2010 2:04 PM
To: AFox
Cc: AGeda; MCrowley; MHiggins
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image001.jpg

To All;

As I noted during an earlier conversation I said there was a chance that I would be directed to do an RFQ for the Lot #5 On- Call Consulting Services because of the requirements of the Mini-Brooks Act. Well that is what happened yesterday. We will be advertising an RFQ for the work. That does not mean you have been eliminated from consideration.

However, as promised I will be getting in touch with you for the contract details to handle the soil remediation services.

Thanks

Mike

James M. Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]
Sent: Friday, April 09, 2010 9:09 AM
To: Mike Taylor
Cc: AGeda; MCrowley; MHiggins
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Thank you Mike and have a nice weekend. We look forward to hearing from you.

Amy J. Fox
CMT Administrative Assistant

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Cc: AGeda; MCrowley; MHiggins

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Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]

Sent: Thursday, April 08, 2010 5:03 PM

To: Mike Taylor

Cc: AGeda; MCrowley

Subject: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

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Respectfully,
Amy Fox

Amy J. Fox
CMT Administrative Assistant

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Thursday, April 29, 2010 2:15 PM
To: Mike Taylor
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services
Attachments: image002.jpg; image003.jpg

We look forward to working with you on the remediation and we understand. We will just have to win it. Ha! Ha!. Hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Thursday, April 29, 2010 02:04 pm
To: AFox
Cc: AGeda; MCrowley; MHiggins
Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

To All;

As I noted during an earlier conversation I said there was a chance that I would be directed to do an RFQ for the Lot #5 On- Call Consulting Services because of the requirements of the Mini-Brooks Act. Well that is what happened yesterday. We will be advertising an RFQ for the work. That does not mean you have been eliminated from consideration.

However, as promised I will be getting in touch with you for the contract details to handle the soil remediation services.

Thanks

Mike

James M. Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 968-2833

Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]

Sent: Friday, April 09, 2010 9:09 AM

To: Mike Taylor

Cc: AGeda; MCrowley; MHiggins

Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

Thank you Mike and have a nice weekend. We look forward to hearing from you.

Amy J. Fox
CMT Administrative Assistant

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9849 F: 919-861-9911 C: 919-868-4362

afox@ecslimited.com • www.ecslimited.com



Ranked in ENR's Top Design Firms

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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]

Sent: Friday, April 09, 2010 08:42 am

To: AFox

Cc: AGeda; MCrowley; MHiggins

Subject: RE: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

Thank you. I have an appointment with the Assistant Town Manager on Monday. At that time I will discuss the attached proposal and the earlier proposal from ECS concerning the disposal of the contaminated soil on the same site.

I will be out of Town the remainder of the week and part of the following week. I will contact you when I return to the office.

Thank you again,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

From: AFox [mailto:AFox@ecslimited.com]

Sent: Thursday, April 08, 2010 5:03 PM

To: Mike Taylor

Cc: AGeda; MCrowley

Subject: ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services

Dear Mr. Taylor,

Please see the attached **ECS Proposal 13589 for the Parking Lot #5 - Town of Chapel Hill, NC - On Call Engineering, Consulting and Inspection Services**. If you have any questions, please contact Mingo Crowley at mcrowley@ecslimited.com or call him at (919) 215-5111. If you decide to accept this proposal, please sign the proposal acceptance, page 3 and return to our office as soon as possible. We appreciate the opportunity to present this proposal to you and look forward to working with your team in the future. Have a great day.

Respectfully,
Amy Fox

Amy J. Fox
CMT Administrative Assistant

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9849 F: 919-861-9911 C: 919-868-4362

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FOIA Request

From: Jeannette Taylor
Sent: Thursday, April 29, 2010 5:00 PM
To: Mike Taylor
Subject: YOUR SCAN
Attachments: Mt scan 2.doc; image001.gif



Jeannette Taylor
Office Manager I
Public Works Department
Engineering & Design Services Division
[Town of Chapel Hill](http://www.townofchapelhill.org)
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: Mike Taylor
Sent: Friday, April 30, 2010 11:53 AM
To: MHiggins
Cc: AGeda
Subject: Small Service Contract ECS revised 11.1.06
Attachments: Scope of Services Exhibit A.doc; Small Service Contract ECS revised 11.1.06.pdf

Michael,

Attached for your review is our standard small services contract and your Scope of Services as Exhibit A that we extracted from your proposal.

I am told we have to use our contract. As you can see I didn't include your standard contract conditions because our attorney will require changes or deletions, particularly some of the hold harmless and insurances provisions. However, if you believe it is essential that your standard terms be included in this contract then I will request our attorney provide you his marked up version for your review as an attachment to the agreement. Either way works for me. One just takes a little more time than the other.

Let me know if you have any questions.

I hope you have a good week-end.

Thanks

Mike

James M. Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, May 03, 2010 6:01 PM
To: Mike Taylor
Subject: RE: Small Service Contract ECS revised 11.1.06
Attachments: image001.jpg

We are good with the contract, do you want to send us another PDF (because this still stays insert contractor name)?

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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Sent: Friday, April 30, 2010 11:53 am
To: MHiggins
Cc: AGeda
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Let me know if you have any questions.

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Thanks

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Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: Mike Taylor
Sent: Tuesday, May 04, 2010 9:44 AM
To: MHiggins
Subject: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised
Attachments: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised.pdf

Michael,

Please use this version of the contract. I changed the end of contract date to June 30, 2011.

Thanks

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Wednesday, May 05, 2010 10:33 AM
To: Mike Taylor
Subject: Re: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised

We signed and sent back to you by mail, two copies right?
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462

From: Mike Taylor
To: MHiggins
Sent: Tue May 04 09:44:12 2010
Subject: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised
Michael,

Please use this version of the contract. I changed the end of contract date to June 30, 2011.

Thanks

Mike

FOIA Request

From: Mike Taylor
Sent: Monday, May 10, 2010 8:59 AM
To: MHiggins
Subject: RE: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised

Michael,

Yes, 2 copies. I have been out of the office. I'll check the mail to see if I have it.

Thanks

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Wednesday, May 05, 2010 10:33 AM
To: Mike Taylor
Subject: Re: ECS CAROLINAS LLP Small Service Contract revised 3 2008 revised

We signed and sent back to you by mail, two copies right?
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

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Michael,

Please use this version of the contract. I changed the end of contract date to June 30, 2011.

Thanks

Mike

FOIA Request

From: Chris Berndt
Sent: Thursday, May 13, 2010 7:20 PM
To: Bruce Heflin
Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

Bruce, the proposed ECS contract is for \$29,050. The account for Soil and Materials Testing has \$1700 left in it that is encumbered. I am trying to find out the status of that and close an old PO out most likely, thus making that available.

We have \$240,000 for environmental remediation but that is all for the actual soil removal.

The only other account would be construction management (\$135,000 budget that also needs to cover my accumulated salary charges with an appropriation transfer). So either I could do an appropriation transfer for you to add to Soils and Materials Testing from Construction Management, or I could charge the rest of the ECS contract to Construction Management directly. Preference?

Chris

From: Chris Berndt
Sent: Thursday, May 13, 2010 4:02 PM
To: Bruce Heflin
Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

Bruce—he mentioned that yesterday. We have spent most of the \$\$ for environmental analysis, so will need to start spending the construction management \$\$\$. I will work with him on it and let you know. --Chris

From: Bruce Heflin
Sent: Thursday, May 13, 2010 11:36 AM
To: Chris Berndt
Cc: Lance Norris; Mike Taylor
Subject: Lot 5

Chris,

Mike Taylor contacted me about an engineering contract for the corrective action plan and follow up for lot 5. He needs an account number and I'd like you involved with him in working on the budget issue. Thanks.

Bruce

FOIA Request

From: Chris Berndt
Sent: Friday, May 14, 2010 4:55 PM
To: Amy Oland
Cc: Mike Taylor
Subject: FW: Old Encumbrance in Lot 5: Request
Attachments: image001.gif

Amy, I figured out with Ross my MUNIS difficulty, so the answer is that it is P.O. #16775, the vendor is ECS. I could use your advice on the following:

Engineering is routing a contract with ECS that continues the old work under that P.O. They need \$29,050. I am thinking of transferring an amount from Construction Management (44015 60050) to Soil and Material Testing (44015 60046) that will use the balance of the encumbrance and the account balance of \$143.16 to equal the \$29,050. I was thinking at this point in the fiscal year it may be easier to increase an existing P.O. rather than close out the current one and ask for a new P.O. ECS will likely need to start work before July 1.

This money is a project ordinance, so maybe the PO closeout rules for the fiscal year do not apply? Is the P.O. too old to use in this way?

What do you advise?

Thanks for your help,
Chris

From: Chris Berndt
Sent: Thursday, May 13, 2010 5:57 PM
To: Amy Oland
Subject: Old Encumbrance in Lot 5

Hi Amy—There is an old encumbrance in account 44015 60046 for \$1,712.42. Can you provide me information about what P.O. this was for---I am guessing probably ECS was the vendor. I will want to check with Engineering about closing it out. I am having trouble getting into MUNIS since I don't often use it, so until I figure it out with Ross I hope you can help on this question. Thanks, Chris



Chris S. Berndt
Special Projects Assistant
Town Manager's Office
[Town of Chapel Hill](#)
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

FOIA Request

From: Chris Berndt
Sent: Friday, May 14, 2010 5:02 PM
To: Bruce Heflin
Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

I am checking with Finance about the possibility of just increasing the old P.O. —the \$1700 encumbered is from an old ECS P.O. that is still open. Would need to do an the appropriation transfer from Construction Management. Will let you know.--Chris

From: Chris Berndt
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Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

Bruce, the proposed ECS contract is for \$29,050. The account for Soil and Materials Testing has \$1700 left in it that is encumbered. I am trying to find out the status of that and close an old PO out most likely, thus making that available.

We have \$240,000 for environmental remediation but that is all for the actual soil removal.

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Chris

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Bruce

FOIA Request

From: Bruce Heflin
Sent: Friday, May 14, 2010 5:21 PM
To: Chris Berndt
Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

Chris,

That seems to make the most sense. I think it's up to Lance/Mike how they want to set up the accounts. They need to be in the action loop so they can manage the money. Thanks.

Bruce

From: Chris Berndt
Sent: Friday, May 14, 2010 5:02 PM
To: Bruce Heflin
Cc: Lance Norris; Mike Taylor
Subject: RE: Lot 5

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From: Chris Berndt
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To: Bruce Heflin
Cc: Lance Norris; Mike Taylor
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Cc: Lance Norris; Mike Taylor
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Bruce

FOIA Request

From: Chris Berndt
Sent: Monday, May 17, 2010 12:07 PM
To: Amy Oland
Cc: Mike Taylor; Bruce Heflin; Lance Norris
Subject: RE: Old Encumbrance in Lot 5: Request
Attachments: image001.gif

Thanks Amy. Mike Taylor is currently routing the ECS contract around for signature. It is the same type of work. Bruce also agreed that this would make the most sense. So we will increase purchase order #16775 and charge it to account # 44015 60046. We will also need to do an appropriation transfer to cover the amount. I appreciate your help! --Chris

From: Amy Oland
Sent: Monday, May 17, 2010 8:26 AM
To: Chris Berndt
Subject: RE: Old Encumbrance in Lot 5: Request

Hi Chris,

I'm sorry I am just getting back with you. I was out on Friday because my daughter was sick.

In terms of purchase order rules, if you have a current purchase order with a vendor, as long as the work being performed has not changed, you can increase the purchase order. If you are now using the vendor for another task/project, you must close out the current purchase order and open a new one.

Based on the information below, it appears that ECS will be continuing the same type of work. The last day to increase a purchase order in the current year was May 7th, but since you have a contract in place, you can prepare one and send it to me and I will make sure it gets processed.

Amy



Amy K. Oland, CPA
Accounting Manager
Business Management
[Town of Chapel Hill](#)
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5017
Fax: (919) 969-2017

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Cc: Mike Taylor
Subject: FW: Old Encumbrance in Lot 5: Request

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What do you advise?

Thanks for your help,
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Chris S. Berndt
Special Projects Assistant
Town Manager's Office
[Town of Chapel Hill](#)
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

FOIA Request

From: Mike Taylor
Sent: Tuesday, May 18, 2010 9:04 AM
To: Jason Damweber
Cc: Lance Norris; Chris Berndt
Subject: FW: Old Encumbrance in Lot 5: Request/ ECS contract
Attachments: image001.gif

Jason,

I routed a contract (ECS) to Lance. I did not have the account number at the time I forwarded the contact. The account we will use is 44015 60016. It is from the Lot #5 project budget.

MT

From: Chris Berndt
Sent: Monday, May 17, 2010 12:07 PM
To: Amy Oland
Cc: Mike Taylor; Bruce Heflin; Lance Norris
Subject: RE: Old Encumbrance in Lot 5: Request

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Amy



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Chris S. Berndt
Special Projects Assistant
Town Manager's Office
[Town of Chapel Hill](#)
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

FOIA Request

From: Jason Damweber
Sent: Tuesday, May 18, 2010 9:36 AM
To: Mike Taylor
Cc: Lance Norris; Chris Berndt
Subject: RE: Old Encumbrance in Lot 5: Request/ ECS contract
Attachments: image001.gif

The contract is en route to CoCo's office. However, per an email I received from Chris yesterday, I believe the correct account is actually 44015-60046. Is this accurate?

Jason

From: Mike Taylor
Sent: Tuesday, May 18, 2010 9:04 AM
To: Jason Damweber
Cc: Lance Norris; Chris Berndt
Subject: FW: Old Encumbrance in Lot 5: Request/ ECS contract

Jason,

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Amy



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Chris

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Chris S. Berndt

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Sent: Tuesday, May 18, 2010 9:37 AM
To: Jason Damweber
Cc: Lance Norris; Chris Berndt
Subject: RE: Old Encumbrance in Lot 5: Request/ ECS contract
Attachments: image001.gif

You are correct. There is a typo on my part in the email below.

Thanks

MT

From: Jason Damweber
Sent: Tuesday, May 18, 2010 9:36 AM
To: Mike Taylor
Cc: Lance Norris; Chris Berndt
Subject: RE: Old Encumbrance in Lot 5: Request/ ECS contract

The contract is en route to CoCo's office. However, per an email I received from Chris yesterday, I believe the correct account is actually 44015-60046. Is this accurate?

Jason

From: Mike Taylor
Sent: Tuesday, May 18, 2010 9:04 AM
To: Jason Damweber
Cc: Lance Norris; Chris Berndt
Subject: FW: Old Encumbrance in Lot 5: Request/ ECS contract

Jason,

I routed a contract (ECS) to Lance. I did not have the account number at the time I forwarded the contact. The account we will use is 44015 60016. It is from the Lot #5 project budget.

MT

From: Chris Berndt
Sent: Monday, May 17, 2010 12:07 PM
To: Amy Oland
Cc: Mike Taylor; Bruce Heflin; Lance Norris
Subject: RE: Old Encumbrance in Lot 5: Request

Thanks Amy. Mike Taylor is currently routing the ECS contract around for signature. It is the same type of work. Bruce also agreed that this would make the most sense. So we will increase purchase order #16775 and charge it to account # 44015 60046. We will also need to do an appropriation transfer to cover the amount. I appreciate your help! --Chris

From: Amy Oland
Sent: Monday, May 17, 2010 8:26 AM
To: Chris Berndt
Subject: RE: Old Encumbrance in Lot 5: Request

Hi Chris,

I'm sorry I am just getting back with you. I was out on Friday because my daughter was sick.

In terms of purchase order rules, if you have a current purchase order with a vendor, as long as the work being performed has not changed, you can increase the purchase order. If you are now using the vendor for another task/project, you must close out the current purchase order and open a new one.

Based on the information below, it appears that ECS will be continuing the same type of work. The last day to increase a purchase order in the current year was May 7th, but since you have a contract in place, you can prepare one and send it to me and I will make sure it gets processed.

Amy



Amy K. Oland, CPA
Accounting Manager
Business Management
[Town of Chapel Hill](#)
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5017
Fax: (919) 969-2017

From: Chris Berndt
Sent: Friday, May 14, 2010 4:55 PM
To: Amy Oland
Cc: Mike Taylor
Subject: FW: Old Encumbrance in Lot 5: Request

Amy, I figured out with Ross my MUNIS difficulty, so the answer is that it is P.O. #16775, the vendor is ECS. I could use your advice on the following:

Engineering is routing a contract with ECS that continues the old work under that P.O. They need \$29,050. I am thinking of transferring an amount from Construction Management (44015 60050) to Soil and Material Testing (44015 60046) that will use the balance of the encumbrance and the account balance of \$143.16 to equal the \$29,050. I was thinking at this point in the fiscal year it may be easier to increase an existing P.O. rather than close out the current one and ask for a new P.O. ECS will likely need to start work before July 1.

This money is a project ordinance, so maybe the PO closeout rules for the fiscal year do not apply? Is the P.O. too old to use in this way?

What do you advise?

Thanks for your help,
Chris

From: Chris Berndt
Sent: Thursday, May 13, 2010 5:57 PM

To: Amy Oland

Subject: Old Encumbrance in Lot 5

Hi Amy—There is an old encumbrance in account 44015 60046 for \$1,712.42. Can you provide me information about what P.O. this was for---I am guessing probably ECS was the vendor. I will want to check with Engineering about closing it out. I am having trouble getting into MUNIS since I don't often use it, so until I figure it out with Ross I hope you can help on this question. Thanks, Chris



Chris S. Berndt

Special Projects Assistant

Town Manager's Office

[Town of Chapel Hill](#)

405 Martin Luther King Jr. Blvd.

Chapel Hill, NC 27514-5705

Phone: (919) 969-5054

Fax: (919) 969-2063

FOIA Request

From: MC Russell
Sent: Tuesday, May 18, 2010 11:57 AM
To: Bruce Heflin
Cc: Lance Norris; Mike Taylor; Larry Tucker
Subject: Soil 140 West

Bruce,

If we find contaminated soil on lot 5 at what point would the Town go after the insurance policy that we required of Exxon? Would ECS be the lead on this with Towns staff?

mc

FOIA Request

From: Bruce Heflin
Sent: Tuesday, May 18, 2010 12:01 PM
To: MC Russell
Cc: Lance Norris; Mike Taylor; Larry Tucker
Subject: RE: Soil 140 West

We may need to discuss.

Sent from my HTC smartphone

From: MC Russell <mrussell@townofchapelhill.org>
Sent: Tuesday, May 18, 2010 11:56 AM
To: Bruce Heflin <bheflin@townofchapelhill.org>
Cc: Lance Norris <lnorris@townofchapelhill.org>; Mike Taylor <mtaylor@townofchapelhill.org>; Larry Tucker <ltucker@townofchapelhill.org>
Subject: Soil 140 West

Bruce,

If we find contaminated soil on lot 5 at what point would the Town go after the insurance policy that we required of Exxon? Would ECS be the lead on this with Towns staff?

mc

FOIA Request

From: Chris Berndt
Sent: Wednesday, May 19, 2010 4:59 PM
To: Mike Taylor
Cc: Bruce Heflin; Lance Norris; Jason Damweber
Subject: ECS Contract
Attachments: image001.gif

Mike--Jason and I did the appropriation transfer to increase the PO 16775 this afternoon for the ECS contract, and he is signing it for Lance and routing it on. I signed it as the requestor. Jason and I will meet after we get back and go over project history/budgeting in more detail. --Chris



Chris S. Berndt

Special Projects Assistant

Town Manager's Office

[Town of Chapel Hill](http://www.chapelhill.org)

405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054

Fax: (919) 969-2063

FOIA Request

From: Zakia Alam
Sent: Thursday, May 20, 2010 10:00 AM
To: Mike Taylor
Cc: CoCo Hall; Scott Beavers
Subject: ECS Contract
Attachments: image001.gif

Mike,

I am processing the contract for ECS. They do not have a business license with the town. Please have them contact Scott Beavers at 919-968-2759 for more information regarding obtaining a business license. We also need a copy of their updated insurance certificate. Town should be named as an additional insured and certificate holder should say

Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514

Let me know if you have any question.

Thanks



Zakia Alam

Purchasing

Business Management

[Town of Chapel Hill](#)

405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5022

Fax: (919) 969-2017

FOIA Request

From: Mike Taylor
Sent: Thursday, May 20, 2010 10:59 AM
To: MHiggins
Subject: FW: ECS Contract
Attachments: image001.gif

Michael,

Below is the email I mentioned during our phone conversation today.

Thanks

Mike

From: Zakia Alam
Sent: Thursday, May 20, 2010 10:00 AM
To: Mike Taylor
Cc: CoCo Hall; Scott Beavers
Subject: ECS Contract

Mike,

I am processing the contract for ECS. They do not have a business license with the town. Please have them contact Scott Beavers at 919-968-2759 for more information regarding obtaining a business license. We also need a copy of their updated insurance certificate. Town should be named as an additional insured and certificate holder should say

Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514

Let me know if you have any question.

Thanks



Zakia Alam
Purchasing
Business Management
[Town of Chapel Hill](#)
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5022
Fax: (919) 969-2017

FOIA Request

From: Mike Taylor
Sent: Thursday, May 20, 2010 11:00 AM
To: Zakia Alam
Cc: CoCo Hall; Scott Beavers
Subject: RE: ECS Contract
Attachments: image001.gif

Zakia,

I just now spoke with ECS. They will be in touch with Scott about the license, and handle the insurance matter.

Thanks

Mike

From: Zakia Alam
Sent: Thursday, May 20, 2010 10:00 AM
To: Mike Taylor
Cc: CoCo Hall; Scott Beavers
Subject: ECS Contract

Mike,

I am processing the contract for ECS. They do not have a business license with the town. Please have them contact Scott Beavers at 919-968-2759 for more information regarding obtaining a business license. We also need a copy of their updated insurance certificate. Town should be named as an additional insured and certificate holder should say

Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514

Let me know if you have any question.

Thanks



Zakia Alam

Purchasing

Business Management

[Town of Chapel Hill](#)

405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5022

Fax: (919) 969-2017

FOIA Request

From: Zakia Alam
Sent: Thursday, May 20, 2010 2:30 PM
To: Mike Taylor
Subject: RE: ECS Contract
Attachments: image001.gif

Thanks.



Zakia Alam
Purchasing
Business Management
[Town of Chapel Hill](#)
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5022
Fax: (919) 969-2017

From: Mike Taylor
Sent: Thursday, May 20, 2010 11:00 AM
To: Zakia Alam
Cc: CoCo Hall; Scott Beavers
Subject: RE: ECS Contract

Zakia,

I just now spoke with ECS. They will be in touch with Scott about the license, and handle the insurance matter.

Thanks

Mike

From: Zakia Alam
Sent: Thursday, May 20, 2010 10:00 AM
To: Mike Taylor
Cc: CoCo Hall; Scott Beavers
Subject: ECS Contract

Mike,

I am processing the contract for ECS. They do not have a business license with the town. Please have them contact Scott Beavers at 919-968-2759 for more information regarding obtaining a business license. We also need a copy of their updated insurance certificate. Town should be named as an additional insured and certificate holder should say

Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514

Let me know if you have any question.

Thanks



Zakia Alam

Purchasing

Business Management

[Town of Chapel Hill](#)

405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5022

Fax: (919) 969-2017

FOIA Request

From: Mike Taylor
Sent: Tuesday, May 25, 2010 10:37 AM
To: MHiggins
Cc: CoCo Hall; Zakia Alam; Scott Beavers
Subject: Contract with Town - Lot #5

Michael,

RE: Contract for Soil Remediation/Corrective Action Plan

We have the certificates of insurance you sent over. I also checked with Business Management regarding the Chapel Hill Business License. A Chapel Hill Business License will not be required for this contract. I'll be in touch with you soon.

Thanks

Mike

FOIA Request

From: Mike Taylor
Sent: Monday, June 07, 2010 10:12 AM
To: Jonathan Edens
Subject: ECS contract

Jonathan,

Do you know where the contract for ECS is located in the routing process?

ALSO, what is this rumor about you leaving?????

Thanks

MT

FOIA Request

From: Mike Taylor
Sent: Thursday, June 17, 2010 7:30 PM
To: MHiggins
Cc: Lance Norris
Subject: Parking Lot #5 Phase II Services

Michael,

I hope you are doing well. Your copy of the contract will be on the way to you shortly. This past Monday I received a bill from ECS for work on the project. I will need for you to revise the invoice and resend it to me.

Please provide a brief description of the work provided. I also think you should take another look at the "Billed Thru Date". I want to avoid problems between invoices and contract dates. We also need you to reference the Purchase Order Number. Your **PO# is 16775**.

As soon as you get the contract in hand let's talk about the available options for the remedial action. We will need to provide justification for the option chosen by the Town.

Give me a call if you have a question.

Thanks,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Thursday, June 17, 2010 7:28 PM
To: Mike Taylor
Subject: Out of Office AutoReply: Parking Lot #5 Phase II Services

I will be out of the office on Monday, June 14, 2010 and returning on Monday, June 21, 2010. I will have limited email access and cell phone access during this time. If you need assistance please contact Ryan Conchilla at (919) 861-9910 or at rconchilla@ecslimited.com.

FOIA Request

From: Mike Taylor
Sent: Thursday, June 17, 2010 7:55 PM
To: rconchilla@ecslimited.com
Cc: MHiggins
Subject: FW: Parking Lot #5 Phase II Services

Ryan,

I see that Michael is out of town. Therefore, I thought I would forward this email to you per his out of office message.

Thanks

Mike

From: Mike Taylor
Sent: Thursday, June 17, 2010 7:30 PM
To: 'MHiggins'
Cc: Lance Norris
Subject: Parking Lot #5 Phase II Services

Michael,

I hope you are doing well. Your copy of the contract will be on the way to you shortly. This past Monday I received a bill from ECS for work on the project. I will need for you to revise the invoice and resend it to me.

Please provide a brief description of the work provided. I also think you should take another look at the "Billed Thru Date". I want to avoid problems between invoices and contract dates. We also need you to reference the Purchase Order Number. Your **PO# is 16775**.

As soon as you get the contract in hand let's talk about the available options for the remedial action. We will need to provide justification for the option chosen by the Town.

Give me a call if you have a question.

Thanks,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, June 21, 2010 7:26 AM
To: Mike Taylor
Subject: RE: Parking Lot #5 Phase II Services
Attachments: image001.jpg; Invoice for Partial CAP.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hey Mike –

See if this invoice is better for you. We are about 33% complete with the Corrective Action Plan. Call me and we can discuss the options this week if you like. I am back from vacation now. Hope you are doing well and let me know if you need anything else.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Thursday, June 17, 2010 07:30 pm
To: MHiggins
Cc: Lance Norris
Subject: Parking Lot #5 Phase II Services

Michael,

I hope you are doing well. Your copy of the contract will be on the way to you shortly. This past Monday I received a bill from ECS for work on the project. I will need for you to revise the invoice and resend it to me.

Please provide a brief description of the work provided. I also think you should take another look at the "Billed Thru Date". I want to avoid problems between invoices and contract dates. We also need you to reference the Purchase Order Number. Your **PO# is 16775**.

As soon as you get the contract in hand let's talk about the available options for the remedial action. We will need to provide justification for the option chosen by the Town.

Give me a call if you have a question.

Thanks,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
Phone: (919) 968-2833
Fax: (919) 932-2954

FOIA Request

From: Mike Taylor
Sent: Tuesday, June 22, 2010 5:24 PM
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Tuesday, June 22, 2010 5:59 PM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan
Attachments: image001.jpg

Cool, looking forward to hearing from you.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 22, 2010 05:24 pm
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Friday, June 25, 2010 9:03 AM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan
Attachments: image001.jpg

Follow Up Flag: Follow up
Flag Status: Completed

Not sure if I sent a reply to you or not from your voicemail. I got your contract yesterday so Thank you. We can meet in the morning on the 1st if that works for you. Thanks and hope you have a good weekend.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 22, 2010 05:24 pm
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, June 28, 2010 7:08 PM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan
Attachments: image001.jpg

You still wanting to meet on Thursday? Morning is better for us if that is possible. Hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9925 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 22, 2010 5:24 PM
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: Mike Taylor
Sent: Tuesday, June 29, 2010 10:13 AM
To: MHiggins
Subject: RE: Contract & Remediation Plan
Attachments: image001.jpg

Michael,

I think we will need to hold off on the meeting until I can schedule the time with our new Town Engineer. Today is his first day and I have not yet seen him because he is still in the HR Department.

Thanks

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Monday, June 28, 2010 7:08 PM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan

You still wanting to meet on Thursday? Morning is better for us if that is possible. Hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9925 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com • www.ecslimited.com



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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 22, 2010 5:24 PM
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Tuesday, June 29, 2010 3:22 PM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan
Attachments: image002.jpg; image003.jpg

No problem. We can try to talk next week if you have time or the week after if you are on vacation with it being 4th of July week.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 29, 2010 10:13 am
To: MHiggins
Subject: RE: Contract & Remediation Plan

Michael,

I think we will need to hold off on the meeting until I can schedule the time with our new Town Engineer. Today is his first day and I have not yet seen him because he is still in the HR Department.

Thanks

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Monday, June 28, 2010 7:08 PM
To: Mike Taylor
Subject: RE: Contract & Remediation Plan

You still wanting to meet on Thursday? Morning is better for us if that is possible. Hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, June 22, 2010 5:24 PM
To: MHiggins
Subject: Contract & Remediation Plan

Michael,

I got your message. We'll talk and schedule a time to set down and discuss the options. Thanks for the revised invoice.

Mike

FOIA Request

From: Mike Taylor
Sent: Friday, July 02, 2010 9:40 AM
To: Jay Gibson
Subject: ECS Contract for Soil Remediation

Jay,

I would like to set up a brief meeting with you and our consultant (ECS) to talk about the soil remediation for 140 West. The meeting would provide an opportunity for you to meet them, and for us to discuss the options for remediation that are available to the Town. I think we would need no more than an hour. Is there a time on Monday July 12 that would work for you?

Thanks

MT

FOIA Request

From: Jay Gibson
Sent: Friday, July 02, 2010 1:06 PM
To: Mike Taylor
Subject: RE: ECS Contract for Soil Remediation

Perhaps late morning – 10:30 am?

From: Mike Taylor
Sent: Friday, July 02, 2010 9:40 AM
To: Jay Gibson
Subject: ECS Contract for Soil Remediation

Jay,

I would like to set up a brief meeting with you and our consultant (ECS) to talk about the soil remediation for 140 West. The meeting would provide an opportunity for you to meet them, and for us to discuss the options for remediation that are available to the Town. I think we would need no more than an hour. Is there a time on Monday July 12 that would work for you?

Thanks

MT

FOIA Request

From: Mike Taylor
Sent: Friday, July 02, 2010 2:44 PM
To: MHiggins
Cc: Jay Gibson
Subject: Meeting to Discuss Lot #5 Remediation Plan

Michael,

I left you a phone message, but I thought it best to follow up with an email. Can you meet us to talk about Lot #5 on Monday, July 12 at 10:30 AM? We would like to meet here on the 3rd Floor of Town Hall.

Let me know if this time will work for you.

I hope you have a good July 4th

Mike

James M. Taylor , PE
Engineering Design Specialist
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
(919) 968-2833 Phone
(919) 932-2954 Fax

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Friday, July 02, 2010 2:49 PM
To: Mike Taylor
Cc: AGeda
Subject: Re: Meeting to Discuss Lot #5 Remediation Plan

We will be there.
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462

From: Mike Taylor
To: MHiggins
Cc: Jay Gibson
Sent: Fri Jul 02 14:43:41 2010
Subject: Meeting to Discuss Lot #5 Remediation Plan

Michael,

I left you a phone message, but I thought it best to follow up with an email. Can you meet us to talk about Lot #5 on Monday, July 12 at 10:30 AM? We would like to meet here on the 3rd Floor of Town Hall.

Let me know if this time will work for you.

I hope you have a good July 4th

Mike

James M. Taylor , PE
Engineering Design Specialist
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
(919) 968-2833 Phone
(919) 932-2954 Fax

FOIA Request

From: Mike Taylor
Sent: Friday, July 02, 2010 2:52 PM
To: MHiggins
Cc: Jay Gibson
Subject: RE: Meeting to Discuss Lot #5 Remediation Plan

Thanks

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Friday, July 02, 2010 2:49 PM
To: Mike Taylor
Cc: AGeda
Subject: Re: Meeting to Discuss Lot #5 Remediation Plan

We will be there.
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462

From: Mike Taylor
To: MHiggins
Cc: Jay Gibson
Sent: Fri Jul 02 14:43:41 2010
Subject: Meeting to Discuss Lot #5 Remediation Plan

Michael,

I left you a phone message, but I thought it best to follow up with an email. Can you meet us to talk about Lot #5 on Monday, July 12 at 10:30 AM? We would like to meet here on the 3rd Floor of Town Hall.

Let me know if this time will work for you.

I hope you have a good July 4th

Mike

James M. Taylor , PE

Engineering Design Specialist
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705
(919) 968-2833 Phone
(919) 932-2954 Fax

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, July 26, 2010 1:50 PM
To: Mike Taylor
Subject: Invoice
Attachments: image001.jpg; Invoice for Remaining CAP.pdf

Sorry about that again. I have gone into the system to hide the budget estimate. I thought I did that before but I guess not. Here is the invoice for you. Thanks and hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



Ranked in ENR's Top Design Firms

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FOIA Request

From: Mike Taylor
Sent: Tuesday, July 27, 2010 10:23 AM
To: MHiggins
Subject: RE: Invoice
Attachments: image001.jpg

Thanks Michael

Please provide me a copy of what you have on the Corrective Action Plan

Thanks again,

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Monday, July 26, 2010 1:50 PM
To: Mike Taylor
Subject: Invoice

Sorry about that again. I have gone into the system to hide the budget estimate. I thought I did that before but I guess not. Here is the invoice for you. Thanks and hope you are doing well.

Michael Higgins, CIE
Environmental Department Manager

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FOIA Request

From: Mike Taylor
Sent: Wednesday, July 28, 2010 3:32 PM
To: MHiggins
Subject: RE: Invoice
Attachments: image001.jpg

Thanks

My new boss wanted to see it.

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Wednesday, July 28, 2010 3:30 PM
To: Mike Taylor
Subject: RE: Invoice

Finalizing the CAP because I went ahead and billed and should have it to you tomorrow.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
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To: MHiggins
Subject: RE: Invoice

Thanks Michael

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To: Mike Taylor
Subject: Invoice

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Environmental Department Manager

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Wednesday, July 28, 2010 3:30 PM
To: Mike Taylor
Subject: RE: Invoice
Attachments: image002.jpg; image003.jpg

Finalizing the CAP because I went ahead and billed and should have it to you tomorrow.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
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From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Tuesday, July 27, 2010 10:23 am
To: MHiggins
Subject: RE: Invoice

Thanks Michael

Please provide me a copy of what you have on the Corrective Action Plan

Thanks again,

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Monday, July 26, 2010 1:50 PM
To: Mike Taylor
Subject: Invoice

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Environmental Department Manager

ECS Carolinas, LLP

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FOIA Request

From: AGeda <AGeda@ecslimited.com>
Sent: Wednesday, August 04, 2010 10:19 AM
To: Jay Gibson; Mike Taylor
Cc: MHiggins
Subject: Landfarming Photos
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image008.jpg; image009.jpg

Jay and Mike:

I am really sorry about the delay in getting these to you. I just realized looking through my notes I was supposed to do this about a month ago. The following are photos of some landfarming applications:

This is a petroleum spill that occurred at Ft. Bragg. The soil was actually spread out over a paved area.



Below is a photo of petroleum impacted soil being treated in Trenton, NC.



The two photos below are from a crude oil release in Southern California





The following is a land farm for petroleum impacted soil in NW Colorado:



The photo below is from a petroleum release in West Texas:



Aric V. Geda, P.E.
Vice President / Branch Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9918 F: 919-861-9911 C: 919-612-1399
ageda@ecslimited.com • www.ecslimited.com



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FOIA Request

From: Mike Taylor
Sent: Wednesday, August 04, 2010 3:20 PM
To: AGeda; Jay Gibson
Cc: MHiggins
Subject: RE: Landfarming Photos
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg

Thanks Aric!

From: AGeda [mailto:AGeda@ecslimited.com]
Sent: Wednesday, August 04, 2010 10:19 AM
To: Jay Gibson; Mike Taylor
Cc: MHiggins
Subject: Landfarming Photos

Jay and Mike:

I am really sorry about the delay in getting these to you. I just realized looking through my notes I was supposed to do this about a month ago. The following are photos of some landfarming applications:

This is a petroleum spill that occurred at Ft. Bragg. The soil was actually spread out over a paved area.



Below is a photo of petroleum impacted soil being treated in Trenton, NC.



The two photos below are from a crude oil release in Southern California





The following is a land farm for petroleum impacted soil in NW Colorado:



The photo below is from a petroleum release in West Texas:



Aric V. Geda, P.E.
Vice President / Branch Manager

ECS Carolinas, LLP
9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9918 F: 919-861-9911 C: 919-612-1399
ageda@ecslimited.com • www.ecslimited.com



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FOIA Request

From: Mike Taylor
Sent: Thursday, August 19, 2010 11:43 AM
To: MHiggins
Subject: Lot 5 CAP

Michael,

Where are we on the Lot #5 CAP information you were going to provide? I have had the invoice (278825) for awhile now.

Thanks

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Thursday, August 19, 2010 11:46 AM
To: Mike Taylor
Subject: Re: Lot 5 CAP

Sorry, just keep holding it. I did not like the one we had and needed some more info to add. Aric is out until Wednesday and I have asked him to review before I send it to you. Sorry! Are we still thinking September to start?
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462

From: Mike Taylor
To: MHiggins
Sent: Thu Aug 19 11:42:57 2010
Subject: Lot 5 CAP
Michael,

Where are we on the Lot #5 CAP information you were going to provide? I have had the invoice (278825) for awhile now.

Thanks

Mike

FOIA Request

From: Mike Taylor
Sent: Thursday, August 19, 2010 12:58 PM
To: MHiggins
Subject: RE: Lot 5 CAP

Thanks, September is what we are still being told. We'll see.

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Thursday, August 19, 2010 11:46 AM
To: Mike Taylor
Subject: Re: Lot 5 CAP

Sorry, just keep holding it. I did not like the one we had and needed some more info to add. Aric is out until Wednesday and I have asked him to review before I send it to you. Sorry! Are we still thinking September to start?
Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617

T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462

From: Mike Taylor
To: MHiggins
Sent: Thu Aug 19 11:42:57 2010
Subject: Lot 5 CAP
Michael,

Where are we on the Lot #5 CAP information you were going to provide? I have had the invoice (278825) for awhile now.

Thanks

Mike

FOIA Request

From: Mike Taylor
Sent: Friday, August 20, 2010 10:40 AM
To: Angie Turner
Subject: ECS invoice 278825

Angie,

ECS has not yet shown us the work that they are billing us for. I sent them an email a while back. They are still working on providing us that information.

Mike

FOIA Request

From: Angie Turner
Sent: Friday, August 20, 2010 10:44 AM
To: Mike Taylor
Subject: RE: ECS invoice 278825

Thanks Mike for letting me know. Have a great weekend.

From: Mike Taylor
Sent: Friday, August 20, 2010 10:40 AM
To: Angie Turner
Subject: ECS invoice 278825

Angie,

ECS has not yet shown us the work that they are billing us for. I sent them an email a while back. They are still working on providing us that information.

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Friday, September 24, 2010 3:35 PM
To: Mike Taylor
Subject: CAP for Lot #5
Attachments: CAP for Chapel Hill Lot #5.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hey Mike –

I just got an email back saying that this bounced when I sent it to you a few weeks ago. Sorry, I have been out of the office for a bit and wanted to send to you again. Let me know that you get this if you don't mind. Also do you know a schedule yet or any new news for the site? Thanks and have a great weekend.

Michael Higgins, CIE

Manager of Environmental Services

ECS Carolinas, LLP 9001 Glenwood Avenue, Raleigh, NC 27617-7505
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Winterville Satellite Office 571 C West Firetower Road, Winterville, NC 28590
T: 252-558-1800 F: 252-551-1005

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FOIA Request

From: Mike Taylor
Sent: Monday, September 27, 2010 11:54 AM
To: Jay Gibson
Subject: FW: CAP for Lot #5
Attachments: CAP for Chapel Hill Lot #5.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jay,

For you information and files.

I haven't yet looked at this myself

MT

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Friday, September 24, 2010 3:35 PM
To: Mike Taylor
Subject: CAP for Lot #5

Hey Mike –

I just got an email back saying that this bounced when I sent it to you a few weeks ago. Sorry, I have been out of the office for a bit and wanted to send to you again. Let me know that you get this if you don't mind. Also do you know a schedule yet or any new news for the site? Thanks and have a great weekend.

Michael Higgins, CIE

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, September 27, 2010 3:19 PM
To: Mike Taylor
Subject: RE: CAP for Lot #5

Thanks for the updated and hope you had a great weekend.

Michael Higgins, CIE

ECS Carolinas, LLP T: 919-861-9910 D: 919-861-9925 C: 919-215-0462 F: 919-861-9911 www.ecslimited.com

From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Monday, September 27, 2010 01:50 pm
To: MHiggins
Subject: RE: CAP for Lot #5

Thanks Michael

We hope to issue a ZCP this week for the first phase of the work. However, the site work actually can't begin until the property owner (the Town) signs the lease agreement. That may be a while longer. We'll keep you informed.

Thanks again

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Friday, September 24, 2010 3:35 PM
To: Mike Taylor
Subject: CAP for Lot #5

Hey Mike –

I just got an email back saying that this bounced when I sent it to you a few weeks ago. Sorry, I have been out of the office for a bit and wanted to send to you again. Let me know that you get this if you don't mind. Also do you know a schedule yet or any new news for the site? Thanks and have a great weekend.

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FOIA Request

From: Mike Taylor
Sent: Wednesday, October 20, 2010 10:11 AM
To: Angie Turner
Cc: Jay Gibson
Subject: ECS Carolinas & Falcon Engineering

Angie,

RE: 140 West

ECS

Some time ago you forwarded us a copy of invoice # 278825 for \$2,000 from ECS Carolinas and asked the status of the bill. We asked you to withhold payment until we said it was OK to pay. It is now OK to pay the bill. I am forwarding the bill back to you via inter-office mail. The PO# is 16775.

Falcon Engineering

Please set up a PO for Falcon Engineering, Inc. Our contract with Falcon is for \$92,300.00. Their address is:

Falcon Engineering Inc.
2736 Roland Road
Raleigh, NC 27615

The money will come from account# 44015-60050 "Construction Management". This is a project account for the 140 West project.

Please let me know if you any additional information from me.

Thanks

Mike

FOIA Request

From: Angie Turner
Sent: Thursday, October 21, 2010 9:39 AM
To: Mike Taylor
Subject: RE: ECS Carolinas & Falcon Engineering

Thanks Mike!

From: Mike Taylor
Sent: Wednesday, October 20, 2010 10:11 AM
To: Angie Turner
Cc: Jay Gibson
Subject: ECS Carolinas & Falcon Engineering

Angie,

RE: 140 West

ECS
Some time ago you forwarded us a copy of invoice # 278825 for \$2,000 from ECS Carolinas and asked the status of the bill. We asked you to withhold payment until we said it was OK to pay. It is now OK to pay the bill. I am forwarding the bill back to you via inter-office mail. The PO# is 16775.

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Please set up a PO for Falcon Engineering, Inc. Our contract with Falcon is for \$92,300.00. Their address is:

Falcon Engineering Inc.
2736 Roland Road
Raleigh, NC 27615

The money will come from account# 44015-60050 "Construction Management". This is a project account for the 140 West project.

Please let me know if you any additional information from me.

Thanks

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Friday, October 29, 2010 8:14 AM
To: Mike Taylor
Subject: Lot #5

Hey Mike – Thought I would check in with you again. Anything new with Lot #5? Also do you know if the \$2,000 was submitted for payment. I know you were holding it until I was getting you the CAP. Thanks and I hope that you have a good weekend. I am in PA this weekend watching a Penn State v/s Michigan Football game. Talk to you again soon.

Michael Higgins, CIE

Manager of Environmental Services

ECS Carolinas, LLP 9001 Glenwood Avenue, Raleigh, NC 27617-7505

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FOIA Request

From: Mike Taylor
Sent: Friday, October 29, 2010 9:01 AM
To: MHiggins
Subject: RE: Lot #5

Michael,

Lot # 5 is inching along, but they have not yet been issued a permit.

The \$2,000 bill was submitted for payment. Let me know if you don't get the check by Monday afternoon.

I'll call you and give you an update on the project.

Have a good week-end.

Mike

From: MHiggins [mailto:MHiggins@ecslimited.com]
Sent: Friday, October 29, 2010 8:14 AM
To: Mike Taylor
Subject: Lot #5

Hey Mike – Thought I would check in with you again. Anything new with Lot #5? Also do you know if the \$2,000 was submitted for payment. I know you were holding it until I was getting you the CAP. Thanks and I hope that you have a good weekend. I am in PA this weekend watching a Penn State v/s Michigan Football game. Talk to you again soon.

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Friday, October 29, 2010 11:44 AM
To: Mike Taylor
Subject: Re: Lot #5

Thanks mike, have a good weekend too.

Michael Higgins, CIE

Manager of Environmental Services

ECS Carolinas, LLP 9001 Glenwood Avenue, Raleigh, NC 27617-7505

T: 919-861-9910 D: 919-861-9925 C: 919-215-0462 F: 919-861-9911

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From: Mike Taylor
To: MHiggins
Sent: Fri Oct 29 09:01:15 2010
Subject: RE: Lot #5
Michael,

Lot # 5 is inching along, but they have not yet been issued a permit.

The \$2,000 bill was submitted for payment. Let me know if you don't get the check by Monday afternoon.

I'll call you and give you an update on the project.

Have a good week-end.

Mike

From: MHiggins [<mailto:MHiggins@ecslimited.com>]
Sent: Friday, October 29, 2010 8:14 AM
To: Mike Taylor
Subject: Lot #5

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Monday, November 08, 2010 5:41 PM
To: Mike Taylor
Subject: Sorry

I have been out with my son. Sorry, I will give you a call tomorrow to talk about the upcoming project. \$2,000 was paid and I appreciate it. I hope this finds you doing well and talk to you soon.

Michael Higgins, CIE

Manager of Environmental Services

ECS Carolinas, LLP 9001 Glenwood Avenue, Raleigh, NC 27617-7505
T: 919-861-9910 D: 919-861-9925 C: 919-215-0462 F: 919-861-9911 www.ecslimited.com

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T: 252-558-1800 F: 252-551-1005

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FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Tuesday, November 16, 2010 4:29 PM
To: Mike Taylor
Subject: Lot #5

Hello Mike –

I hope you are doing well. Like me, I can tell that you are and have been very busy. I am sorry about not getting back to you sooner than yesterday (voicemail). I hope that things are going well and that you get your project started up soon. Let me know if you need anything else from me and I will talk to you again soon.

Michael Higgins, CIE

Manager of Environmental Services

ECS Carolinas, LLP 9001 Glenwood Avenue, Raleigh, NC 27617-7505
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FOIA Request

From: Mike Taylor
Sent: Wednesday, December 01, 2010 10:33 AM
To: Zakia Alam
Cc: CoCo Hall
Subject: RE: Insurance Certificate

I'll follow up on it.

Thanks

MT

-----Original Message-----

From: Zakia Alam
Sent: Wednesday, December 01, 2010 9:45 AM
To: Mike Taylor
Cc: CoCo Hall
Subject: Insurance Certificate
Importance: High

Mike,

The insurance certificate for ECS Carolinas, LLP expired on 12/01/10. If the Town is currently doing business with them or if we have a blanket contract with them, we will need an updated insurance certificate. They can fax it to 919 969-2017.

Thanks

Zakia

FOIA Request

From: Zakia Alam
Sent: Wednesday, December 01, 2010 11:07 AM
To: Mike Taylor
Subject: RE: Insurance Certificate

Thanks.

Zakia Alam
Purchasing
Business Management
Town of Chapel Hill
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705
Phone: (919) 969-5022
Fax: (919) 969-2017

-----Original Message-----

From: Mike Taylor
Sent: Wednesday, December 01, 2010 10:33 AM
To: Zakia Alam
Cc: CoCo Hall
Subject: RE: Insurance Certificate

I'll follow up on it.

Thanks

MT

-----Original Message-----

From: Zakia Alam
Sent: Wednesday, December 01, 2010 9:45 AM
To: Mike Taylor
Cc: CoCo Hall
Subject: Insurance Certificate
Importance: High

Mike,

The insurance certificate for ECS Carolinas, LLP expired on 12/01/10. If the Town is currently doing business with them or if we have a blanket contract with them, we will need an updated insurance certificate. They can fax it to 919 969-2017.

Thanks

Zakia

FOIA Request

From: Mike Taylor
Sent: Wednesday, December 01, 2010 11:38 AM
To: Zakia Alam
Subject: RE: Insurance Certificate

Zakia,

The certificate that was attached to the email is for the library. I don't think they will do further work for us on the library.

We have another certificate with ECS for Lot #5. That certificate expires on 12/10/10. I will call them and remind them to renew.

MT

-----Original Message-----

From: Zakia Alam
Sent: Wednesday, December 01, 2010 9:45 AM
To: Mike Taylor
Cc: CoCo Hall
Subject: Insurance Certificate
Importance: High

Mike,

The insurance certificate for ECS Carolinas, LLP expired on 12/01/10. If the Town is currently doing business with them or if we have a blanket contract with them, we will need an updated insurance certificate. They can fax it to 919 969-2017.

Thanks

Zakia

FOIA Request

From: Mike Taylor
Sent: Wednesday, December 15, 2010 6:05 PM
To: MHiggins
Subject: Update

Michael,

I trust you folks at ECS are doing well and I hope have a great holiday.

Although we have not yet signed the ground lease with Ram Realty it looks like our 140 West project is moving ahead. They closed off part of the lot today to begin some limited work. That work does not yet include excavation. However, as soon as the ground lease is signed I expect excavation will come shortly afterward. I'll give you call so we can discuss next steps.

Thanks

Mike

FOIA Request

From: MHiggins <MHiggins@ecslimited.com>
Sent: Wednesday, December 15, 2010 6:16 PM
To: Mike Taylor
Subject: RE: Update

Follow Up Flag: Follow Up
Flag Status: Completed

That works. Thanks, call me on my cell and we can discuss. Thanks again and hope you are doing well.

Michael Higgins, CIE

ECS Carolinas, LLP T: 919-861-9910 D: 919-861-9925 C: 919-215-0462 F: 919-861-9911 www.ecslimited.com

From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Wednesday, December 15, 2010 06:05 pm
To: MHiggins
Subject: Update

Michael,

I trust you folks at ECS are doing well and I hope have a great holiday.

Although we have not yet signed the ground lease with Ram Realty it looks like our 140 West project is moving ahead. They closed off part of the lot today to begin some limited work. That work does not yet include excavation. However, as soon as the ground lease is signed I expect excavation will come shortly afterward. I'll give you call so we can discuss next steps.

Thanks

Mike

FOIA Request

From: Larry Tucker
Sent: Wednesday, December 29, 2010 10:19 AM
To: Sabrina Oliver; Mike Taylor
Subject: RE: 140 West
Attachments: RE: 140 West; 140 West

Sabrina,
I've attached both of my email replies to Will Raymond.

LT

-----Original Message-----

From: Sabrina Oliver
Sent: Wednesday, December 29, 2010 10:16 AM
To: Mike Taylor
Cc: Larry Tucker
Subject: RE: 140 West

I see that Larry has responded to Will. I think I have Will's request below, but can Larry please forward to me his email telling Will we are working on providing the info? We keep a copy of all of these requests for our records. Thanks!

S

Sabrina M. Oliver
Communications and Public Affairs Director Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514
(919) 968-2757
(919) 967-8406 (FAX)

-----Original Message-----

From: Mike Taylor
Sent: Wednesday, December 29, 2010 10:13 AM
To: Sabrina Oliver
Subject: RE: 140 West

Sure does.

-----Original Message-----

From: Sabrina Oliver
Sent: Wednesday, December 29, 2010 9:58 AM
To: Mike Taylor
Subject: RE: 140 West

Yes, in the future please make CaPA aware and forward the request to us so we can respond. Then you compile the information and forward to CaPA and we will distribute to the person who has requested the records. Does that make sense?

Sabrina M. Oliver
Communications and Public Affairs Director Town of Chapel Hill
405 Martin Luther King Jr., Blvd.
Chapel Hill, NC 27514
(919) 968-2757
(919) 967-8406 (FAX)

-----Original Message-----

From: Mike Taylor
Sent: Wednesday, December 29, 2010 9:53 AM
To: Sabrina Oliver
Cc: Jay Gibson; Larry Tucker; Ralph Karpinos; Chris Berndt
Subject: FW: 140 West

Sabrina,

We have a request (see below) for information about 140 West soil remediation plans. The open records law was referenced. It is my understanding when 140 West information was last requested pursuant to the open records law that the compiled information was sent to your office for distribution. Would this request for information follow a similar process?

Thanks

MT

-----Original Message-----

From: Larry Tucker
Sent: Tuesday, December 21, 2010 3:58 PM
To: Jay Gibson; Mike Taylor
Subject: FW: 140 West

More concerns below from Will Raymond.

I emailed Mr. Raymond that we would reply to his concerns as soon as we could.

LT

-----Original Message-----

From: campaign@willraymond.org [mailto:campaign@willraymond.org]
Sent: Tuesday, December 21, 2010 3:44 PM
To: campaign@willraymond.org
Cc: Larry Tucker; campaign@willraymond.org
Subject: Re: 140 West

Larry,

I have received further information from DENR/DWQ on the reports. It appears that the Town did notify DWQ in 2008, 10 months late, about the contaminated soil. I've asked DENR/DWQ if any penalties will be assessed for that tardiness but haven't heard back as of yet. That report, incidentally, was misfiled under another address - they've fixed that.

While I've asked the state for a copy, I would also appreciate if you included it as part of the package of documents I've already requested from the Town.

DWQ is still waiting on a Limited Site Assessment to be prepared and submitted for their review. Maybe ECS's preparation and submission of that mandated site assessment is already underway? I would also like a copy of the Limited Site Assessment when the Town submits it to DENR/DWQ for review. It appears that should happen quite soon if RAM plans to move forward expeditiously.

Thanks for your quick response.

Take care,

Will

> Thank you Larry,

>

> There seems to be a disconnect between the Town and DENR. DWQ told me
> that neither ECS, the Town or RAM Development had filed a report on
> the contamination as required by NC law. Was a report filed? When was it filed? Could I get a copy of that
notification?

>

> As far as the current situation, given that the dirt is to be removed
> starting quite soon, shouldn't the plan already be developed?

>

> I would like a copy of any materials - memos, reports, correspondence
> - ECS, the Town or RAM has created from March,
> 2007 - when the ECS report was finalized - to-date (Dec. 2010) that
> covers the removal and mitigation of the contaminated soil. My
> assumption is that there is some discussion of where the contaminated
> soil will be sent, an outline what environmental monitoring which will be done during the removal process, an
explanation of what environmental tests will be done, a schedule and overview of what reports will be generated, etc.

>

> Could you also provide the budgetary details for the removal? I was
> aware that the Town would pay for the mitigation but was unaware that
> ECS's services were included as part of that cost. Is there a worked out budget for the removal which includes this
cost? Is it pay as we go or are we paying a fixed fee for ECS's consultancy?
> How much have we spent to-date on the removal project? I'm quite
> interested in monitoring the fiscal outlays as removal and mitigation progresses.

>

> Beyond existing documentation, I would like to get updates on the
> removal is being done. How does the Town plan to keep the public informed during the mitigation process?

>

> I don't want to add to your burden in dealing with the project but
> considering the heightened Council and public concern shown when the project was going through the approval
process it is best to keep folks well informed.

>
> My assumption is that this documentation already exists in an
> electronic format. I would prefer getting copies of it in that format if possible.
>
> Please consider this a formal request under NC Open Records laws,
> including G.S. 132 and other relevant statutes. I know it is a bit
> hectic during the holidays, let me know what I can do to help get the requested documentation in a reasonably prompt
manner.
>
> Best of holidays!
>
> Will
>
>
>> Mr. Raymond,
>>
>> I've inquired with other staff members regarding your question on the
>> treatment of possibly contaminated soils on the
>> 140 West site. Our consultant, Engineering Consulting Services, will
>> be monitoring the excavation on site and has developed a remediation
>> plan for contaminated soils if they are encountered. Our consultant
>> has been working with DWQ on this matter to make sure everything is handled appropriately.
>>
>> If I can be of any further assistance please feel free to contact me.
>>
>> Sincerely,
>> Larry Tucker
>>
>>
>> [cid:image001.gif@01CBA0EA.F2D57D20]
>>
>> Larry Tucker
>> Senior Engineering Coordinator
>> Engineering & Design Services
>> Public Works
>> Town of Chapel Hill<<http://www.townofchapelhill.org/>>
>> 405 Martin Luther King Jr Blvd
>> Chapel Hill, NC 27514-5705
>> Phone: (919) 969-5084
>> Cell: (919) 369-8938
>> Fax: (919) 932-2954
>>
>>
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>>
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>

FOIA Request

Posted At: Wednesday, January 05, 2011 4:16 PM
Posted To: Taylor

Hey Mike –

See if this invoice is better for you. We are about 33% complete with the Corrective Action Plan. Call me and we can discuss the options this week if you like. I am back from vacation now. Hope you are doing well and let me know if you need anything else.

Michael Higgins, CIE
Environmental Department Manager

ECS Carolinas, LLP

9001 Glenwood Avenue, Raleigh, NC 27617
T: 919-861-9910 D: 919-861-9925 F: 919-861-9911 C: 919-215-0462
mhiggins@ecslimited.com www.ecslimited.com



Ranked in ENR's Top Design Firms

This message, including any attachment hereto, is confidential and proprietary. If you are not the named recipient, you are kindly requested to notify the sender immediately and to delete this message, including any attachment, from your system. You are not allowed to copy, use, or maintain this message, and the contents hereof must not be disclosed to any other person.

From: Mike Taylor [mailto:mtaylor@townofchapelhill.org]
Sent: Thursday, June 17, 2010 07:30 pm
To: MHiggins
Cc: Lance Norris
Subject: Parking Lot #5 Phase II Services

Michael,

I hope you are doing well. Your copy of the contract will be on the way to you shortly. This past Monday I received a bill from ECS for work on the project. I will need for you to revise the invoice and resend it to me.

Please provide a brief description of the work provided. I also think you should take another look at the "Billed Thru Date". I want to avoid problems between invoices and contract dates. We also need you to reference the Purchase Order Number. Your **PO# is 16775**.

As soon as you get the contract in hand let's talk about the available options for the remedial action. We will need to provide justification for the option chosen by the Town.

Give me a call if you have a question.

Thanks,

Mike

Mike Taylor, PE
Interim Town Engineer
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.

Chapel Hill, NC 27514-5705

Phone: (919) 968-2833

Fax: (919) 932-2954

STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINAS, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolina LLP" for "Preparation of Corrective Action Plan, Excavation Oversight, and Environmental Consulting Services for the Lot#5 project".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until December 31, 2011.

This Contract is between the Town of Chapel Hill and (Insert Contractor's Name) for (Insert Name or Description of Contract).

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

INSERT CONTRACTOR'S NAME

SIGNATURE

TITLE

ATTEST

TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

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

FINANCE DIRECTOR

(INSERT DEPARTMENT) DIRECTOR

SCOPE OF SERVICES

Based on our understanding of the project information, ECS proposes the following scope of services:

Task I -- Corrective Action Plan (CAP) Preparation

ECS will evaluate options and prepare a Corrective Action Plan, in general accordance with the State of North Carolina Department of Environmental and Natural Resources (NC DENR) Division of Waste Management UST Section, guidelines for Assessment and *Corrective Action*, July 2001 to properly excavate, remove and dispose of the suspected contaminated soils at the site.

Task II - Excavation Oversight

- Prepare a Health and Safety Plan;
- Field screen the excavated soils for potential petroleum contamination;
- Based on the field screening results, designate excavated soils for off-site remediation or for off-site disposal;
- Collect and analyze representative confirmatory samples;
- Develop a contingency plan to address unforeseen circumstances (i.e. free product, groundwater, or non-petroleum contamination); and,
- Participate, as requested, in meetings with state agencies and/or other participatory parties.

Task III - Prepare a Site Closure Report

After receipt of laboratory analytical results, ECS will prepare a summary letter report describing our activities, the results obtained and our conclusions and recommendations.

FEES/COST OF PROFESSIONAL SERVICES

Based on our understanding of the project background provided by client and the above discussed Scope of Services, we estimate our professional fees to be as follows.

	Estimated Units	Rate	Estimated Quantity
Task I	1	\$3,000.00	\$3,000.00
Consulting and Corrective Action Plan Preparation (Lump Sum)			
Task II	1	\$200	\$200.00
Prepare a Health and Safety Plan			
Field Services, Meetings	200	\$75.00	\$15,000.00
• Project Geologist, per hour			
• Principal Geologist/Engineer, per hour	20	\$125.00	\$2,500.00
Confirmation/ Disposal Analyses	20	\$115.00	\$2,300.00
• 8260			
• 8270	20	\$260.00	\$5,200.00
Task III	8	\$75.00	\$600.00
Closure Report			
• Project Geologist, per hour			
• Principal Geologist/Engineer, per hour	2	\$125.00	\$250.00
Total Estimated Fee for Professional:			\$29,050.00

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

DISPOSAL OPTIONS

Presented below are three options for the disposal of contaminated soils at the site. These options could be paid direct by the Town of Chapel Hill, or coordinated through ECS. Costs presented below are assuming they will be coordinated through ECS (5% mark-up included in the pricing). These costs assume the developer will provide excavation services in accordance with the Town's agreement dated January 29, 2007.

Option No. 1

This option is to perform excavation of soil and to dispose at an approved disposal facility (Earth-Tech Sanford). Estimated costs include:

- Transport and disposal of Petroleum Impacted Soil to Disposal Facility:
estimate 13,000 tons @ \$31.50/ton\$409,500.00

Total Option No. 1 Estimated Fee\$409,500.00

Option No. 2

This option is to perform excavation of soil and to land farming at a permitted facility in Selma. Estimated costs include:

- Transport Petroleum Impacted Soil to Disposal Facility :
estimate 13,000 tons @ \$11.76/ton\$152,880.00
- Disposal of Petroleum Impacted Soil at Disposal Facility:
estimate 13,000 tons @ \$7.35/ton\$95,550.00
- Permit Fee\$210.00

Total Option No. 2 Estimated Fee\$248,640.00

Option No. 3

This option is to perform excavation of soil and to land farm on Town of Chapel Hill Property (at least 5 acres will be needed to perform this option). Estimated costs include:

- Preparation and Implementation of Permit and Corrective Action Plan\$44,000.00
- Transport and Placement on Town Chapel Hill Property:
estimate 13,000 tons @ \$4.20/ton\$54,600.00
- Implementation of Land Treatment on the property
(performed for one year)\$50,000.00

Total Option No. 3 Estimated Fee\$148,600.00

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 30 days from the date of this proposal.
- Prices are based on performing work on a non-holiday weekday during normal business hours (7:00am -- 5:00pm, Monday- Friday).
- Laboratory pricing is based on standard 7 business day turnaround. If accelerated turnaround is requested, it will be billed at the following unit rates:
 - Same day turnaround: cost x 2.5
 - 24-48 hour turnaround: cost x 2.0
 - 72-hour turnaround: costs 1.5
- For budgetary purposes, ECS has estimated the quantity of soil that will require remediation. However, you will be charged for the actual quantity of soil remediated at the unit rates provided.
- Cost assumes ECS' subcontractor will have unrestricted access to the area of impacted soil. If delays caused by ECS' subcontractor not having unrestricted access to the area of diesel impacted soil, additional fees may be incurred as outlined in this proposal.
- Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the attached unit fee schedule. Additional work, if required, shall be authorized by the client prior to initiation.

SCHEDULE

ECS can proceed with the proposed scope of services within one week of receiving written authorization. The field work is expected to be completion one day. The laboratory analytical results will be available within 7 business days of receipt of the samples by the laboratory. ECS will provide verbal results at the completion of the field activities and upon receipt of the laboratory analytical results. The summary letter report will be available within one week of receiving the laboratory analytical results. If this schedule does not meet your needs, please contact us. Please note that ECS cannot begin field activities until written authorization is received.



ECS CAROLINAS, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities NC Registered Engineering Firm F-1078

April 8, 2010

Mr. Mike Taylor
Town of Chapel Hill
Town Hall, 3rd Floor
405 Martin Luther King, Jr. Boulevard
Chapel Hill, NC 27514
Phone: (919) 969-5083
Fax: (919) 967-8994
Email: mtaylor@townofchapelhill.org

**Re: Proposal for On Call Engineering, Consulting, and Inspection Services
Parking Lot #5 – Town of Chapel Hill
Chapel Hill, North Carolina
ECS Proposal No. 06:13589**

Dear Mr. Taylor:

ECS Carolinas, LLP (ECS) is pleased to submit this proposal to provide On Call Engineering, Consulting, and Inspection Services for the proposed **Parking Lot #5, located in Chapel Hill, North Carolina**. This proposal reviews our understanding of the project information, outlines our proposed scope of services and presents our applicable schedule of unit rates that will apply for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing and engineering consulting services. Our automated Field Reporting and Electronic Distribution (FRED) system can also provide an efficient reporting method of activities.

SCOPE OF SERVICES

As discussed in our meeting March 30, 2010, we propose to provide qualified engineers and engineering technicians to perform requested services. It is our understanding that the following services may be requested on this project as the owner's representative:

- Peer review of testing agencies procedures and inspection plan.
- Peer review of special inspector's procedures and inspection plan.
- Peer review of testing agencies reports.
- Peer review of special inspector's reports.
- Third party inspections for the Town
- Spot inspections and observations as confirmation of material testing and special inspections.
- Act as the Town's representative during periodic construction meetings.
- Provide periodic progress reports of construction, testing, and special inspections to the Town.

FEES

ECS will invoice in accordance with the attached unit rate fee schedule. Based upon the discussed scope of services, we anticipate that the costs for our services will range between \$15,000 and \$20,000 over the life of this project.

PROJECT SERVICING REQUIREMENTS

Services will be provided on an on-call basis, depending upon the level of construction activity the Town would like us to be involved with. Our project manager will consult with your management team to provide the appropriate level of staffing to meet the project requirements. We request 24-hour notice prior to providing on-call services to allow us to efficiently schedule technicians.

COMMUNICATIONS

ECS CAROLINAS, LLP has developed Field Report Electronic Distribution (FRED) System (patent pending) that allows for faster and real time communication from the field, to project and principal engineers. All field data is transmitted to and from ECS field technicians PDA's via their Nextel phone using wireless technology. The Field Report and test data are transmitted from the site to ECS project management for review and distribution. Final reports can be delivered within 48 hours and distributed instantly via e-mail in PDF format. Concrete Compressive Strength break data is also entered electronically and reviewed and e-mailed the same day or within 24 hours of actual breaks.

GENERAL COMMENTS

Attached to this letter, and an integral part of our proposal, are our "General Conditions". These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers Council and the Geotechnical Division of the American Society of Civil Engineers.

This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning one of the duplicates to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS CAROLINAS, LLP



Mingo Crowley
Field Services Manager



Aric V. Geda, P.E.
Vice President, Raleigh Branch Manager

Attachments

PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Town of Chapel Hill
On Call Engineering, Consulting, and Inspection Services
Location: Chapel Hill, North Carolina
Proposal No.: 06.13589

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: × _____ Date: _____

Return to:	Mingo Crowley	Phone:	919-861-9910
	ECS Carolinas, LLP	Fax:	919-861-9911
	9001 Glenwood Avenue	Cell:	919-215-5111
	Raleigh, North Carolina 27617	Email:	mcrowley@ecslimited.com



**2010 ECS CAROLINAS, LLC
FEE SCHEDULE FOR
PARKING LOT #5 – TOWN OF HOLLY SPRINGS, NORTH CAROLINA
ECS Proposal No. 06.13589**

Chief Engineer	\$140.00/hour
Principal Engineer	\$125.00/hour
Construction Services Principal	\$110.00/hour
Senior Engineer	\$ 85.00/hour
Construction Services Manager	\$ 95.00/hour
Project Engineer/Manager	\$ 75.00/hour
Staff Engineer/ICC Reinforced Concrete Inspector	\$ 55.00/hour
ICC Sprayed Fire Proofing Technician	\$ 45.00/hour
Chief Materials Technician (**)	\$ 45.00/hour
Senior Foundation Technician (**)	\$ 40.00/hour
Senior Soil or Materials Technician Level I (**)	\$ 38.00/hour
Senior Soil or Materials Technician Level II (**)	\$ 36.00/hour
Soil or Materials Field or Lab Technician Level I (**)	\$ 34.00/hour
Soil or Materials Field or Lab Technician Level II (**)	\$ 32.00/hour
Welding Technician, Shop or Field Inspection:	
AWS CWI	\$ 65.00/hour
Level I	\$ 40.00/hour
Level II	\$ 45.00/hour
Secretary	\$ 38.00/hour
Transportation via company or private vehicle	\$0.55/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office.

(**) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 7:00am to 5:00pm, holiday, Saturday, or Sunday

EQUIPMENT and LABORATORY

R-Meter	\$ 50.00/day
Core machine	\$100.00/day
Moisture Emission Test Kit	\$ 50.00/unit
Nuclear Density and Moisture Measuring Equipment	\$ 40.00/day
Thin Lift Nuclear Gauge	\$ 40.00/day
Ultrasonic Equipment	\$ 80.00/day
Dipstick	\$150.00/day
Floor Flatness/Levelness Meter	\$ 50.00/day
Windsor Probe Equipment	\$100.00/day
Standard Proctor (ASTM D-698) 4 inch mold	\$110.00 each
6 inch mold	\$130.00 each
Modified Proctor (ASTM D-1557) 4 inch mold	\$120.00 each
6 inch mold	\$140.00 each
Testing of Cylinders, Prisms and Core Specimens:	
Compressive Strength of grout prisms (3.5"x3.5"x7")	\$ 15.00 each
Compressive strength of mortar cubes	\$ 8.00 each
Compressive strength of concrete cylinders, (ASTM C-39)	\$ 8.00 each
Core Specimen (including sample preparation)	\$ 25.00/test
Extra Molds - cylinder molds included in compressive strength rate (per case of 30)	\$ 50.00/case

Note: The above charges will be made for tests and equipment operated by ECS CAROLINAS, LLP personnel in addition to personnel charges already listed. Soil Samples requiring a turnaround time of less than 5 days will be billed at 1.5 times the test unit rate.



ECS CAROLINAS, LLP TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by ECS - Carolinas, LLP ["ECS"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

1.0 INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

2.0 SCOPE OF SERVICES

- 2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

5.0 INFORMATION PROVIDED BY OTHERS

- 5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which

CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

- 10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.
- 10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.
- 11.0 OWNERSHIP OF DOCUMENTS**
- 11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS [Documents of Service] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.
- 11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).
- 11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.
- 11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- 12.0 SAFETY**
- 12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.
- 13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.
- 13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.
- 14.0 CERTIFICATIONS**
- 14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.
- 15.0 BILLINGS AND PAYMENTS**
- 15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.
- 15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.
- 15.3 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.
- 15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.
- 15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.
- 17.0 INSURANCE**
- 17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.
- 17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:
- 18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.
- 18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or

subcontractors or by any other person or combination of persons to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

19.0 INDEMNIFICATION

19.1 ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

19.2 To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

19.4 If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.6 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

21.2 CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

22.0 THIRD PARTY CLAIMS EXCLUSION

22.1 This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

23.1.1 CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.

23.1.2 Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

23.1.3 Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.

23.2 Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement

sums may be due. Such legal costs include, but are not be limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

23.3 Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

23.4 This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION

26.1 Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT

27.1 Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

28.0 SEVERABILITY

28.1 Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

29.0 TITLES

29.1 The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

30.0 SURVIVAL

30.1 All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

31.0 ENTIRE AGREEMENT

31.1 This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.

31.2 CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

31.3 All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

31.4 If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.



North Carolina Department of Environment and Natural Resources

Michael F. Easley, Governor

William G. Ross Jr., Secretary

Division of Waste Management
Underground Storage Tank Section

Dexter R. Matthews, Director

January 17, 2008

Mr. Bill Letteri
Town of Chapel Hill, Public Works Department
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514

Re: Acknowledgement of Report Receipt
Parking Lot # 5
Intersection of West Franklin Street and Church Street
Chapel Hill, NC 27514
Orange County
Incident Number: N/A
Risk Classification: N/A
Ranking: N/A

Dear Mr. Letteri:

The Underground Storage Tank (UST) Section is in receipt of the Phase II ESA and Limited Soil Delineation Report dated January 14, 2008. The report will be reviewed and maintained in the Raleigh Regional Office.

If you have questions regarding the information contained in this letter, please contact me at the address or telephone number listed below.

Sincerely,

John F. Maloy
Raleigh Regional Office

cc: Raleigh Regional Office/JFM- 1628 Mail Service Center, Raleigh, NC 27699 (919) 791-4200
Orange County Health Department
ECS Carolinas LLP; 9001 Glenwood Avenue; Raleigh, NC 27617

Chris Berndt

From: George Small
Sent: Wednesday, December 19, 2007 5:25 PM
To: smbrown@ecslimited.com
Cc: smiller@ecslimited.com; Chris Berndt; Bruce Heflin; Ralph Karpinos; MC Russell
Subject: Action Summary of Meeting on 12/12/07...

December 19, 2007

Mark and Sandy: Thank you for meeting with Town staff last week. I now better understand where we are and where we need to go regarding the geotechnical aspects of the Parking Lot #5 improvement project in Chapel Hill. According to my notes, the following are action items we discussed at the meeting:

- * • ECS will follow-up with appropriate State department(s) and staff to determine the State's review status of the Lot #5 Phase II Environmental Site Assessment and Limited Soil Delineation Report (submitted to NCDENR on July 3, 2007).
- * • ECS will determine if/when an incident number was assigned to this project, and whether or not this site has been classified as "inactive". (If inactive site, a Corrective Action Plan can be prepared, implemented and signed off by Mark Brown who is credentialed as a "Recognized Environmental Consultant" (REC) by the State.)
- ECS will investigate the incident number and risk class of the Lot #5 site to determine if there is an opportunity to get UST clean-up funds for some of the necessary site work.
- ECS will contact Mark Poindexter at the State (Solid Waste Division?) to determine if the north section of the Town Operation Center property off Millhouse Road could be used as a working site to aerate contaminated soil removed from the Lot #5 property.
- Town staff will determine if there are any Town or County restrictions on using the north section of the TOC property to store and aerate soil removed from the Lot#5 property.
- Town Staff will contact County Landfill staff to determine if the landfill would accept excavated material from the Lot #5 project for blending and/or capping cells of the landfill. (If the TOC property can be used, we could significantly reduced haul costs for both contaminated and uncontaminated soils.)
- ECS will prepare a proposal for development and oversight of a Corrective Action Plan (CAP) for excavating, transporting and treating contaminated soil from the Lot #5 project. This CAP will include best estimates of costs associated with alternative disposal methods for the contaminated soil. This CAP will also provide an estimate of total excavation quantities of contaminated soils based on engineering judgment and the soil boring logs.
- ECS will get the necessary facts and information noted above, and will submit its CAP proposal to the Town by the end of January, 2008.

That is about it according to my notes. Please let me know if there is anything that I missed or misconstrued.

George Small, PE, PLS
 Director of Engineering
 Town of Chapel Hill, NC

12/20/2007

SCOPE OF SERVICES

Based on our understanding of the project information, ECS proposes the following scope of services:

Task I -- Corrective Action Plan (CAP) Preparation

- ECS will evaluate options and prepare a Corrective Action Plan, in general accordance with the State of North Carolina Department of Environmental and Natural Resources (NC DENR) Division of Waste Management UST Section, guidelines for Assessment and *Corrective Action*, July 2001 to properly excavate, remove and dispose of the suspected contaminated soils at the site.

Task II - Excavation Oversight

- Prepare a Health and Safety Plan;
- Field screen the excavated soils for potential petroleum contamination;
- Based on the field screening results, designate excavated soils for off-site remediation or for off-site disposal;
- Collect and analyze representative confirmatory samples;
- Develop a contingency plan to address unforeseen circumstances (i.e. free product, groundwater, or non-petroleum contamination); and,
- Participate, as requested, in meetings with state agencies and/or other participatory parties.

Task III - Prepare a Site Closure Report

- After receipt of laboratory analytical results, ECS will prepare a summary letter report describing our activities, the results obtained and our conclusions and recommendations.

FEES/COST OF PROFESSIONAL SERVICES

Based on our understanding of the project background provided by client and the above discussed Scope of Services, we estimate our professional fees to be as follows.

	Estimated Units	Rate	Estimated
Task I			
Consulting and Corrective Action Plan Preparation (Lump Sum)	1	\$3,000.00	\$3,000.00
Task II			
Prepare a Health and Safety Plan	1	\$200	\$200.00
Field Services, Meetings			
• Project Geologist, per hour	200	\$75.00	\$15,000.00
• Principal Geologist/Engineer, per hour	20	\$125.00	\$2,500.00
Confirmation/ Disposal Analyses			
• 8260	20	\$115.00	\$2,300.00
• 8270	20	\$260.00	\$5,200.00
Task III			
Closure Report			
• Project Geologist, per hour	8	\$75.00	\$600.00
• Principal Geologist/Engineer, per hour	2	\$125.00	\$250.00
Total Estimated Fee for Professional:			\$29,050.00

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

DISPOSAL OPTIONS

Presented below are three options for the disposal of contaminated soils at the site. These options could be paid direct by the Town of Chapel Hill, or coordinated through ECS. Costs presented below are assuming they will be coordinated through ECS (5% mark-up included in the pricing). These costs assume the developer will provide excavation services in accordance with the Town's agreement dated January 29, 2007.

Option No. 1

This option is to perform excavation of soil and to dispose at an approved disposal facility (Earth-Tech Sanford). Estimated costs include:

- Transport and disposal of Petroleum Impacted Soil to Disposal Facility:
 - > estimate 13,000 tons @ \$31.50/ton\$409,500.00
- Total Option No. 1 Estimated Fee\$409,500.00**

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This option is to perform excavation of soil and to land farming at a permitted facility in Selma. Estimated costs include:

- Transport Petroleum Impacted Soil to Disposal Facility :
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 - Disposal of Petroleum Impacted Soil at Disposal Facility:
 - estimate 13,000 tons @ \$7.35/ton\$95,550.00
 - Permit Fee\$210.00
- Total Option No. 2 Estimated Fee\$248,640.00**

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This option is to perform excavation of soil and to land farm on Town of Chapel Hill Property (at least 5 acres will be needed to perform this option). Estimated costs include:

- Preparation and Implementation of Permit and Corrective Action Plan\$44,000.00
 - Transport and Placement on Town Chapel Hill Property:
 - estimate 13,000 tons @ \$4.20/ton\$54,600.00
 - Implementation of Land Treatment on the property
(performed for one year)\$50,000.00
- Total Option No. 3 Estimated Fee\$148,600.00**

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 30 days from the date of this proposal.
- Prices are based on performing work on a non-holiday weekday during normal business hours (7:00am -- 5:00pm, Monday- Friday).
- Laboratory pricing is based on standard 7 business day turnaround. If accelerated turnaround is requested, it will be billed at the following unit rates:
 - Same day turnaround: cost x 2.5
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 - > 72-hour turnaround: costs 1.5
- For budgetary purposes, ECS has estimated the quantity of soil that will require remediation. However, you will be charged for the actual quantity of soil remediated at the unit rates provided.
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SCHEDULE

ECS can proceed with the proposed scope of services within one week of receiving written authorization. The field work is expected to be completion one day. The laboratory analytical results will be available within 7 business days of receipt of the samples by the laboratory. ECS will provide verbal results at the completion of the field activities and upon receipt of the laboratory analytical results. The summary letter report will be available within one week of receiving the laboratory analytical results. If this schedule does not meet your needs, please contact us. Please note that ECS cannot begin field activities until written authorization is received.

FOIA Request

From: Larry Tucker
Sent: Tuesday, December 21, 2010 3:53 PM
To: campaign@willraymond.org
Subject: RE: 140 West

Will,

I have forwarded your concerns to the Town Engineer for a response. Thank you for this information update regarding DWQ.

Larry

Larry Tucker
Senior Engineering Coordinator
Engineering & Design Services
Public Works
Town of Chapel Hill
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705
Phone: (919) 969-5084
Cell: (919) 369-8938
Fax: (919) 932-2954

-----Original Message-----

From: campaign@willraymond.org [mailto:campaign@willraymond.org]
Sent: Tuesday, December 21, 2010 3:44 PM
To: campaign@willraymond.org
Cc: Larry Tucker; campaign@willraymond.org
Subject: Re: 140 West

Larry,

I have received further information from DENR/DWQ on the reports. It appears that the Town did notify DWQ in 2008, 10 months late, about the contaminated soil. I've asked DENR/DWQ if any penalties will be assessed for that tardiness but haven't heard back as of yet. That report, incidentally, was misfiled under another address - they've fixed that.

While I've asked the state for a copy, I would also appreciate if you included it as part of the package of documents I've already requested from the Town.

DWQ is still waiting on a Limited Site Assessment to be prepared and submitted for their review. Maybe ECS's preparation and submission of that mandated site assessment is already underway? I would also like a copy of the Limited Site Assessment when the Town submits it to DENR/DWQ for review. It appears that should happen quite soon if RAM plans to move forward expeditiously.

Thanks for your quick response.

Take care,

Will

> Thank you Larry,
>
> There seems to be a disconnect between the Town and DENR. DWQ told me
> that neither ECS, the Town or RAM Development had filed a report on
> the contamination as required by NC law. Was a report filed? When was it filed? Could I get a copy of that
notification?
>
> As far as the current situation, given that the dirt is to be removed
> starting quite soon, shouldn't the plan already be developed?
>
> I would like a copy of any materials - memos, reports, correspondence
> - ECS, the Town or RAM has created from March,
> 2007 - when the ECS report was finalized - to-date (Dec. 2010) that
> covers the removal and mitigation of the contaminated soil. My
> assumption is that there is some discussion of where the contaminated
> soil will be sent, an outline what environmental monitoring which will be done during the removal process, an
explanation of what environmental tests will be done, a schedule and overview of what reports will be generated, etc.
>
> Could you also provide the budgetary details for the removal? I was
> aware that the Town would pay for the mitigation but was unaware that
> ECS's services were included as part of that cost. Is there a worked out budget for the removal which includes this
cost? Is it pay as we go or are we paying a fixed fee for ECS's consultancy?
> How much have we spent to-date on the removal project? I'm quite
> interested in monitoring the fiscal outlays as removal and mitigation progresses.
>
> Beyond existing documentation, I would like to get updates on the
> removal is being done. How does the Town plan to keep the public informed during the mitigation process?
>
> I don't want to add to your burden in dealing with the project but
> considering the heightened Council and public concern shown when the project was going through the approval
process it is best to keep folks well informed.
>
> My assumption is that this documentation already exists in an
> electronic format. I would prefer getting copies of it in that format if possible.
>
> Please consider this a formal request under NC Open Records laws,
> including G.S. 132 and other relevant statutes. I know it is a bit
> hectic during the holidays, let me know what I can do to help get the requested documentation in a reasonably prompt
manner.
>
> Best of holidays!
>
> Will
>
>
>> Mr. Raymond,

>>
>> I've inquired with other staff members regarding your question on the
>> treatment of possibly contaminated soils on the
>> 140 West site. Our consultant, Engineering Consulting Services, will
>> be monitoring the excavation on site and has developed a remediation
>> plan for contaminated soils if they are encountered. Our consultant
>> has been working with DWQ on this matter to make sure everything is handled appropriately.
>>
>> If I can be of any further assistance please feel free to contact me.
>>
>> Sincerely,
>> Larry Tucker
>>
>>
>> [cid:image001.gif@01CBA0EA.F2D57D20]
>>
>> Larry Tucker
>> Senior Engineering Coordinator
>> Engineering & Design Services
>> Public Works
>> Town of Chapel Hill<<http://www.townofchapelhill.org/>>
>> 405 Martin Luther King Jr Blvd
>> Chapel Hill, NC 27514-5705
>> Phone: (919) 969-5084
>> Cell: (919) 369-8938
>> Fax: (919) 932-2954
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>

FOIA Request

From: Larry Tucker
Sent: Tuesday, December 21, 2010 8:47 AM
To: campaign@willraymond.org
Subject: 140 West
Attachments: image001.gif

Mr. Raymond,

I've inquired with other staff members regarding your question on the treatment of possibly contaminated soils on the 140 West site. Our consultant, Engineering Consulting Services, will be monitoring the excavation on site and has developed a remediation plan for contaminated soils if they are encountered. Our consultant has been working with DWQ on this matter to make sure everything is handled appropriately.

If I can be of any further assistance please feel free to contact me.

Sincerely,
Larry Tucker



Larry Tucker

Senior Engineering Coordinator
Engineering & Design Services
Public Works

[Town of Chapel Hill](http://www.townofchapelhill.org)

405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 969-5084
Cell: (919) 369-8938
Fax: (919) 932-2954



PLEASE REMIT TO:
ECS CAROLINAS, LLP
14026 THUNDERBOLT PLACE, SUITE 500
CHANTILLY, VA 20151

Invoice Date

Invoice Number

07/06/2010

278825

Always Refer to
Above Number

Page 1 of 1

TO: Mr. Mike Taylor
Town of Chapel Hill
Town Hall, 3rd Floor
405 Martin Luther King Jr., Boulevard
Chapel Hill, NC 27514

PROJECT NAME: Town of Chapel Hill Parking Lot #5 –
Phase II Services
Chapel Hill, NC
P.O. Number: 16775

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
589719	06:17107	06/26/2010	DUE UPON RECEIPT

Please Pay
This Amount: \$2,000.00

Description	Quantity	Units	Unit Price	Extension	Total
Remaining Bill for Implementation of Corrective Action Plan					\$2,000.00

Subtotal: **\$2,000.00**

Invoice Total – Please Remit => **\$2,000.00**

If you have any questions regarding this
invoice, please contact **Michael Higgins**

at 919.861.9910

A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE ADDED TO ALL INVOICES UNPAID AFTER 30 DAYS



PLEASE REMIT TO:
ECS CAROLINAS, LLP
14026 THUNDERBOLT PLACE, SUITE 500
CHANTILLY, VA 20151

Invoice Date

Invoice Number

06/21/2010

274449

Always Refer to
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589719	06:17107	06/21/2010	DUE UPON RECEIPT

Please Pay
This Amount: \$1,000.00

Description	Quantity	Units	Unit Price	Extension	Total
Partial Bill for Implementation of Corrective Action Plan (33% Complete)					\$1,000.00

Subtotal: **\$1,000.00**

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OK to pay
Jmt
6/21/10

CAP received



PLEASE REMIT TO:
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14026 THUNDERBOLT PLACE, SUITE 500
CHANTILLY, VA 20151

Invoice Date	Invoice Number
07/06/2010	278825

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STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINA, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolinas LLP" for "Preparation of Corrective Action Plan, Excavation Oversight, and Environmental Consulting Services for Lot#5 Project".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount not to exceed \$30,000.00. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both

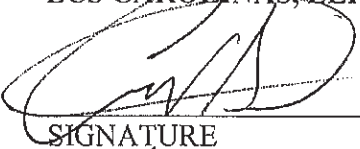
employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until June 30, 2011.

This Contract is between the Town of Chapel Hill and ECS Carolinas, LLP for Preparation of Corrective Action Plan, Excavation Oversight, and Environmental Consulting Services for the Lot#5 project.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

ECS CAROLINAS, LLP


SIGNATURE


ATTEST

Arac V. Corda, Vice President
PRINTED NAME & TITLE

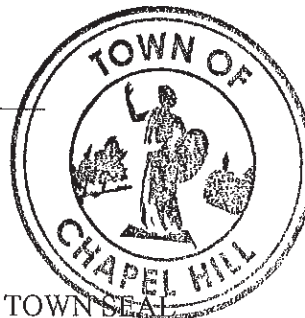
Michael Higgins / Environmental Manager
PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

Florentine Fuller, Deputy
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

Amy T. Hing, Acting Town Clerk
TOWN CLERK



Town Clerk attests date this the 22 day of June, 2010.

Approved as to Form and Authorization

Ralph D. Karpinos
TOWN ATTORNEY

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

 6/17/10
FINANCE OFFICER

Tom R. Non
PUBLIC WORKS DIRECTOR

SCOPE OF SERVICES

Based on our understanding of the project information, ECS proposes the following scope of services:

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7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both

employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until June 30, 2011.

This Contract is between the Town of Chapel Hill and ECS Carolinas, LLP for Preparation of Corrective Action Plan, Excavation Oversight, and Environmental Consulting Services for the Lot#5 project.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

ECS CAROLINAS, LLP

SIGNATURE

PRINTED NAME & TITLE

ATTEST

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

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

FINANCE OFFICER

PUBLIC WORKS DIRECTOR

FUND	ORG	DESC	OBJECT	DESC	FUNCTION	DEPT	ME	CY_ORIGINAL	CY_XFRIN_BUI	CY_XFROUT_1	CY_CFWID	CY_REVISED	BUD
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'48512	'PUBLIC ARTS DONATIONS	'000110	'000915		(29,000)	(627,000)	-	-	(656,000)	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'49100	'TRANSFER FROM GENERAL FD	'000110	'000915		(460,000)	-	-	-	(460,000)	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'50400	'SALARIES - TEMPORARY	'000110	'000915		13,934	-	-	-	13,934	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'50505	'FICA	'000110	'000915		1,066	-	-	-	1,066	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'50700	'WORKERS COMPENSATION INSURANCE	'000110	'000915		-	-	-	-	-	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60000	'PROFESSIONAL SERVICES	'000110	'000915		240,000	-	-	-	240,000	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60020	'LEGAL FEES	'000110	'000915		40,000	-	-	-	40,000	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60046	'SOIL & MATERIAL TESTING	'000110	'000915		25,000	27,200	-	-	52,200	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60050	'CONSTRUCTION MANAGEMENT	'000110	'000915		150,000	-	-	(42,200)	107,800	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60699	'MISC. CONTRACTED SERVICES	'000110	'000915		5,000	-	-	-	5,000	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'60700	'SUPPLIES	'000110	'000915		-	-	-	-	-	
'440	'44015	'DOWNTOWN DEVT INITIATIVE	'80405	'ART ACQUISITION	'000110	'000915		29,000	627,000	-	-	656,000	

Budget Status for Lot 5 Capital Project Ordinance, 5.28.09, by csb

(From Inception of Project Ordinance on 5.7.07 to Date)

<u>Line Item</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Notes</u>
Salaries	\$ 13,934	\$37,392*	C Berndt salary
FICA	1,066	2,807*	
Workers Comp Ins	--	1,522	
Professional Services	240,000	--	Env Remediation
Legal Fees	40,000	21,475	G Hardymon fees
Soil Testing	25,000	23,144	ECS Fees
Construction Mgmt	135,000	--	Project Manager
Misc Contract Services	5,000	5,000	Malecha Stipend
Supplies	--	203	Inventory charges
Public Art	<u>656,000</u>	<u>91,700**</u>	MYK & Huether
TOTAL	\$1,116,000	\$183,243	

Notes:

*Consider appropriation transfer to cover from construction management line.

**Revenue received to date is \$91,700 from Ram – all payments made to artists, and all reimbursements up-to-date. Both artists now on hold during project pause.



ECS CAROLINAS, LLP

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities NC Registered Engineering Firm F-1078

April 7, 2010

Mr. Mike Taylor, P.E.
Engineering Design Specialist
Engineering and Design Services
Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514-5705

**Reference: Proposal for Preparation of Corrective Action Plan, Excavation Oversight, and Environmental Consulting Services
Parking Lot #5 – Town of Chapel Hill
Chapel Hill, North Carolina
ECS Proposal No. 06:13576-P**

Dear Mr. Taylor:

ECS Carolinas, LLP (ECS) is pleased to provide you with a general scope of services and cost estimate for providing environmental services for the above referenced property. Our proposal contains a summary of relevant information as we understand it, our proposed scope of services, fee estimates, activity schedule, and authorization requirement.

PROJECT INFORMATION

According to project information, the property identified as "Parking Lot #5" is owned by the Town of Chapel Hill, NC (Town), consists of approximately 1.7 acres in size, and is bounded on the east by existing businesses, on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina. A private firm plans to develop the property with a mixed-use structure, which necessitates excavation of the subgrade to an approximate depth of 20 feet below the existing ground surface (bgs).

ECS submitted a *Phase I Environmental Site Assessment Report* (ECS Project Number 06.12494) to the Town on August 18, 2004. During that time, ECS also performed a subsurface exploration on the property, reported as "*Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004." The subsurface soils beneath Parking Lot #5 were evaluated by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet bgs. Preliminary indications of potentially contaminated soil were reported during performance of the subsurface exploration phase of this project.

On March 18 and 20, 2007, ECS personnel and a drilling subcontractor advanced thirty soil test borings (borings) (SB-1 through SB-30) in targeted areas on the property. The borings were laid out to cover the site using an approximate grid network estimated to be 50 feet by 50 feet. Soil samples representing the borings were analyzed for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. One sample in

this group (SB-1) was analyzed for volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) using EPA Methods 8260 and 8270, respectively, as well as for extractable petroleum hydrocarbons (EPH) and volatile organic hydrocarbons (VPH), using Massachusetts (MADEP) Methods. This selection of analyses is collectively referred to as a “risk based analysis.” and was performed to determine if the contaminant levels were detected above the Residential Maximum Soil Contaminant Concentrations (MSCCs) as determined by the North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section (UST Section).

GRO and/or DRO levels were detected at concentrations greater than the Section action levels (10 parts per million (ppm)) in seven samples. GRO and DRO were not detected in the remaining samples at levels above the laboratory detection limits. Analytical laboratory sample results for the risk-based analysis did not reveal levels of contamination above the Residential MSCCs.

To estimate the quantity of petroleum-impacted soils, ECS interpolated the data presented in the laboratory reports. The interpolation was made under the assumption that soil conditions were relatively uniform at the site and consistent with the results obtained at the boring locations. Based on approximate measurements of the property boundary and our sample locations, ECS estimated that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may be present at the site. **This estimate was preliminary in nature; the actual quantity of petroleum-impacted soils may vary based on conditions observed during soil excavation.**

SCOPE OF SERVICES

Based on our understanding of the project information, ECS proposes the following scope of services:

Task I – Corrective Action Plan (CAP) Preparation

- ECS will evaluate options and prepare a Corrective Action Plan, in general accordance with the State of North Carolina Department of Environmental and Natural Resources (NC DENR) Division of Waste Management UST Section, *guidelines for Assessment and Corrective Action*, July 2001 to properly excavate, remove and dispose of the suspected contaminated soils at the site.

Task II – Excavation Oversight

- Prepare a Health and Safety Plan;
- Field screen the excavated soils for potential petroleum contamination;
- Based on the field screening results, designate excavated soils for off-site remediation or for off-site disposal;
- Collect and analyze representative confirmatory samples;
- Develop a contingency plan to address unforeseen circumstances (i.e. free product, groundwater, or non-petroleum contamination); and,
- Participate, as requested, in meetings with state agencies and/or other participatory parties.

Task III – Prepare a Site Closure Report

- After receipt of laboratory analytical results, ECS will prepare a summary letter report describing our activities, the results obtained and our conclusions and recommendations.

FEES/COST OF PROFESSIONAL SERVICES

Based on our understanding of the project background provided by client and the above discussed Scope of Services, we estimate our professional fees to be as follows.

	<u>Estimated Units</u>	<u>Rate</u>	<u>Estimated Quantity</u>
Task I			
Consulting and Corrective Action Plan Preparation (Lump Sum)	1	\$3,000.00	\$3,000.00
Task II			
Prepare a Health and Safety Plan	1	\$200	\$200.00
Field Services, Meetings			
• Project Geologist, per hour	200	\$75.00	\$15,000.00
• Principal Geologist/Engineer, per hour	20	\$125.00	\$2,500.00
Confirmation/ Disposal Analyses			
• 8260	20	\$115.00	\$2,300.00
• 8270	20	\$260.00	\$5,200.00
Task III			
Closure Report			
• Project Geologist, per hour	8	\$75.00	\$600.00
• Principal Geologist/Engineer, per hour	2	\$125.00	\$250.00
Total Estimated Fee for Professional:			\$29,050.00

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

DISPOSAL OPTIONS

Presented below are three options for the disposal of contaminated soils at the site. These options could be paid direct by the Town of Chapel Hill, or coordinated through ECS. Costs presented below are assuming they will be coordinated through ECS (5% mark-up included in the pricing). These costs assume the developer will provide excavation services in accordance with the Town's agreement dated January 29, 2007.

Option No. 1

This option is to perform excavation of soil and to dispose at an approved disposal facility (Earth-Tech Sanford). Estimated costs include:

- Transport and disposal of Petroleum Impacted Soil to Disposal Facility:
 - estimate 13,000 tons @ \$31.50/ton.....\$409,500.00
- Total Option No. 1 Estimated Fee\$409,500.00**

Option No. 2

This option is to perform excavation of soil and to land farming at a permitted facility in Selma. Estimated costs include:

- Transport Petroleum Impacted Soil to Disposal Facility :
 - estimate 13,000 tons @ \$11.76/ton.....\$152,880.00
 - Disposal of Petroleum Impacted Soil at Disposal Facility:
 - estimate 13,000 tons @ \$7.35/ton.....\$95,550.00
 - Permit Fee \$210.00
- Total Option No. 2 Estimated Fee\$248,640.00**

Option No. 3

This option is to perform excavation of soil and to land farm on Town of Chapel Hill Property (at least 5 acres will be needed to perform this option). Estimated costs include:

- Preparation and Implementation of Permit and Corrective Action Plan\$44,000.00
 - Transport and Placement on Town Chapel Hill Property:
 - estimate 13,000 tons @ \$4.20/ton.....\$54,600.00
 - Implementation of Land Treatment on the property
 - (performed for one year)\$50,000.00
- Total Option No. 3 Estimated Fee\$148,600.00**

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 30 days from the date of this proposal.
- Prices are based on performing work on a non-holiday weekday during normal business hours (7:00am – 5:00pm, Monday – Friday).
- Laboratory pricing is based on standard 7 business day turnaround. If accelerated turnaround is requested, it will be billed at the following unit rates:
 - Same day turnaround: cost x 2.5
 - 24-48 hour turnaround: cost x 2.0
 - 72-hour turnaround: cost x 1.5

- For budgetary purposes, ECS has estimated the quantity of soil that will require remediation. However, you will be charged for the actual quantity of soil remediated at the unit rates provided.
- Cost assumes ECS' subcontractor will have unrestricted access to the area of impacted soil. If delays caused by ECS' subcontractor not having unrestricted access to the area of diesel impacted soil, additional fees may be incurred as outlined in this proposal.
- Additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the attached unit fee schedule. Additional work, if required, shall be authorized by the client prior to initiation.

SCHEDULE

ECS can proceed with the proposed scope of services within one week of receiving written authorization. The field work is expected to be completion one day. The laboratory analytical results will be available within 7 business days of receipt of the samples by the laboratory. ECS will provide verbal results at the completion of the field activities and upon receipt of the laboratory analytical results. The summary letter report will be available within one week of receiving the laboratory analytical results. If this schedule does not meet your needs, please contact us. Please note that ECS cannot begin field activities until written authorization is received.

CLOSURE

This letter is the agreement for our services. Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service" and our Proposal Acceptance Sheet. Your acceptance of this proposal may be indicated by signing and returning one of the enclosed copies to us. ECS is pleased to have the continued opportunity to offer our services to you and look forward to working with you on this project.

Respectfully submitted,

ECS Carolinas, LLP



Michael Higgins, CIE
Environmental Department Manager



Aric V. Geda, P.E.
Principal Engineer

Enclosures: Proposal Acceptance Sheet
General Conditions of Service

ECS CAROLINAS, LLP

PROPOSAL ACCEPTANCE

Proposal No.: 06-13576-P
Scope of Work: Proposal for Preparation of CAP, Excavation Oversight
and Environmental Consulting Services
Location: Parking Lot #5 – Town of Chapel Hill
Chapel Hill, Orange County, North Carolina

Client Signature: _____ Date: _____

Please note that by signing this proposal acceptance page, you acknowledge that payment is due within 30 days of the date of our invoice as outlined in our Terms and Conditions and that payment is not contingent upon closing of the property transaction.

Please complete and return this page to ECS Carolinas, LLP to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. Of Contact Person: _____

Party Responsible for Payment: _____
Company Name: _____
Person/Title: _____
Department: _____
Billing Address: _____

Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Client Project/Account Number: _____
Special Conditions for Invoice: _____
Submittal and Approval: _____

ECS CAROLINAS, LLP

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to, along with the accompanying Scope of Services and Professional Fees constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by ECS CAROLINAS, LLP ["ECS"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

1.0 INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may be otherwise noted herein, ECS shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Subconsultants. Unless expressly stated in ECS' Scope of Services, ECS shall not serve as CLIENT'S agent or representative.

2.0 SCOPE OF SERVICES

- 2.1 It is understood that the Scope of Services, Professional Fees, and time schedule defined in the Scope of Services are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 ECS shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any ECS report, opinion, plan or other Document of Service, in connection with ECS' Services.
- 3.2 CLIENT understands and agrees that ECS' professional judgment must rely on the facts learned during performance of the Scope of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by ECS, or which were not part of the immediate area(s) explicitly evaluated by ECS.
- 3.3 ECS' professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes ECS to believe compliance with CLIENT'S wishes could result in ECS violating applicable Laws or Regulations, or will expose ECS to claims or other charges, ECS shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, ECS shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if ECS is required to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make. CLIENT also agrees that ECS shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

4.0 CLIENT DISCLOSURES

- 4.1 CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's surface, where the Scope of Services requires ECS to penetrate the Site surface.
- 4.2 CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services are initiated, a Changed Condition shall exist.

5.0 INFORMATION PROVIDED BY OTHERS

- 5.1 CLIENT waives any claim of liability against ECS regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to ECS, including such information that becomes incorporated into ECS Documents of Service.

6.0 CONCEALED RISKS

- 6.1 CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].
- 6.2 Conditions that ECS infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.
- 6.3 ECS will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which

CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request ECS to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

- 7.1 CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of ECS' Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for ECS to perform the Scope of Services.
- 7.2 Except where ECS' Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of ECS' Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and Improvements during the performance of ECS' Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in ECS' Scope of Services, and reflected in the Professional Fees.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from procedures associated with exploration, sampling or testing activities, or discovery of Hazardous Materials, or suspected Hazardous Materials, or ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 In addition to CLIENT-furnished information regarding underground utilities, ECS shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in ECS' professional opinion. The extent of such precautions shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that despite due care, ECS may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by ECS and/or ECS' subcontractor(s) or provided to ECS from any entity may contain errors or be incomplete.
- 8.3 CLIENT agrees that ECS shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. ECS will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.
- 9.2 Unless CLIENT directs otherwise, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process byproducts in accordance with applicable Laws.

10.0 ENVIRONMENTAL RISKS

- 10.1 All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS shall take appropriate precautions deemed prudent in ECS' sole and professional opinion to comply with applicable Laws and Regulations, and to reduce the risks to ECS' employees, public health, safety, and welfare, and the environment. CLIENT agrees to compensate ECS for such precautions.
- 10.3 When Hazardous Materials are known, assumed, or suspected to exist at the Site, ECS will handle such materials as Hazardous Materials. ECS or ECS' subcontractors will containerize and label such Materials in accordance with applicable Law, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.
- 10.4 Unless explicitly stated in ECS' Scope of Services, ECS shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not ECS, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.5 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that ECS shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.6 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of ECS' Services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold ECS liable for such cross-contamination if ECS provides its Services in accordance with the applicable Standard of Care.

10.7 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected by one or more Recognized Environmental Conditions. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 With the exception of the copies of the ECS Documents of Service provided to the CLIENT, all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by ECS ["Documents of Service"] maintained in any form deemed appropriate by ECS, are and remain, the property of ECS.

11.2 Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by ECS (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

11.3 CLIENT agrees to not use ECS' Documents of Service for any other projects, or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in ECS' Documents of Service. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s).

11.4 CLIENT agrees that ECS' Documents of Service may not under any circumstances be altered by any party except ECS. CLIENT warrants that ECS' Documents of Service shall be used only and exactly as submitted by ECS.

11.5 Except for daily field reports and concrete test reports sent electronically by ECS to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by ECS are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

12.0 SAFETY

12.1 CLIENT agrees that ECS is responsible solely for the basic safety of ECS' employees on the Project Site. These responsibilities shall not be inferred by any party to mean that ECS has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, ECS' Scope of Services excludes responsibility for any aspect of site safety other than for ECS' own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that ECS personnel rely on the safety measures provided by the General Contractor.

12.2 In the event ECS expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing Services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

13.3 The professional activities of ECS, or the presence of ECS employees and subcontractors, shall not be construed to imply ECS has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, ECS does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

13.4 ECS strongly recommends that CLIENT retain ECS to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by ECS' part time observations. Therefore CLIENT waives any and all claims against ECS related to unsatisfactory quality or performance of elements observed or tested by ECS on a part time basis.

14.0 CERTIFICATIONS

14.1 CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding Services provided by ECS. Any "certification" required of ECS by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of ECS' inferences and professional opinions based on

limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. ECS' "certification" shall consist of ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with ECS or payment of any amount due to ECS in any way contingent upon ECS signing any such "certification" documents.

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

15.2 Should ECS identify a Changed Condition, ECS shall notify the CLIENT of the Changed Condition(s) that in ECS' professional judgment require an amendment of the Professional Fees, time schedule, and/or Scope of Services. ECS and CLIENT shall promptly and in good faith negotiate an amendment to this AGREEMENT.

15.3 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

15.4 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

15.5 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.6 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which ECS is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.7 Payment of any invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with ECS' Services and is not aware of any defects in those Services, unless CLIENT has provided notice to ECS in accordance with the DEFECTS IN SERVICE provisions of this AGREEMENT.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S personnel and contractors shall promptly inform ECS of any actual or suspected defects in ECS' Services, to help ECS take those prompt, effective measures that in ECS' opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to ECS' Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information, CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate ECS for Additional Services required as a result of jurisdictional review requirements.

17.0 INSURANCE

17.1 ECS represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

17.2 ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT, SUBJECT TO AVAILABLE INSURANCE PROCEEDS, ARISING FROM ECS' PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW, AS FOLLOWS. For projects where ECS' Fee Estimate or proposed fees are:

18.1.1 \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$5,000, or the total fee for the services rendered, whichever is greater.

18.1.2 In excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors or by any other person or combination of persons to the extent such

injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants or subcontractors.

19.0 INDEMNIFICATION

- 19.1 ECS agrees, subject to the limitation of liability provisions of this AGREEMENT, to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services to the extent that such injury is found to be caused by ECS' negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.
- 19.2 To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.
- 19.4 If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.5 If CLIENT is a residential builder or residential developer, CLIENT shall indemnify, defend and hold harmless ECS against any and all claims or demands due to injury or loss initiated by one or more homeowners, unit-owners, or their homeowners' association, cooperative board, or similar entity against CLIENT which results in ECS being brought into the dispute.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or ECS, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this AGREEMENT shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.
- 21.2 CLIENT agrees that it will not seek Damages from any individual associated with ECS as an officer, principal, partner, employee, or owner, from any and all claims or liability for injury or loss that would require such individual to relinquish personal assets to satisfy such claim.

22.0 THIRD PARTY CLAIMS EXCLUSION

- 22.1 This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and ECS. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without both CLIENT'S and ECS' written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:
- 23.1.1 CLIENT and ECS agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and ECS agree to negotiate in good faith to resolve the Dispute.
- 23.1.2 Should negotiation fail to resolve the dispute, CLIENT and ECS agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.
- 23.1.3 Should mediation fail to result in resolution of the Dispute, CLIENT and ECS agree that litigation may be brought by either party.
- 23.2 Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums

may be due. Such legal costs include, but are not be limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

- 23.3 Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which ECS' office contracting with the CLIENT is located. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

- 23.4 This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of Virginia (but not including its choice of law rules).

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred, in accordance with ECS' prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION

- 26.1 Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT

- 27.1 Except for Services normally or customarily subcontracted by ECS in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

28.0 SEVERABILITY

- 28.1 Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

29.0 TITLES

- 29.1 The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

30.0 SURVIVAL

- 30.1 All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of this AGREEMENT.

31.0 ENTIRE AGREEMENT

- 31.1 This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes, and other documents appended to it, constitute the entire AGREEMENT between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to ECS.
- 31.2 CLIENT and ECS agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 31.3 All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.
- 31.4 If CLIENT fails to provide ECS with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of ECS, CLIENT agrees to be fully bound by the terms of this AGREEMENT as if signed by CLIENT.

Sandy Miller (919) 861-9911

STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINA, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolinas, LLP" for "Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

*per invoice
received -
not applicable
for this situation
3/16/07*

8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until May 13, 2006.

2007
RDX
SM
/m

This Contract is between the Town of Chapel Hill and ECS Carolinas, LLP for Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5.

IN WITNESS WHEREOF, the parties herunto cause this agreement to be executed in their respective names.

ECS CAROLINAS, LLP

[Signature]
SIGNATURE

[Signature]
ATTEST

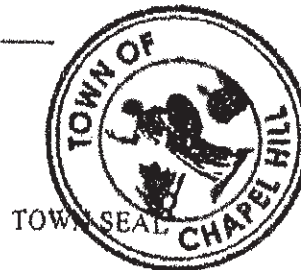
VP
TITLE
Project Scientist
TITLE

TOWN OF CHAPEL HILL

[Signature]
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

[Signature]
TOWN CLERK



Town Clerk attests date this the 15th day of MARCH, 2007.

Approved as to Form and Authorization

[Signature]
TOWN ATTORNEY

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

[Signature]
FINANCE DIRECTOR

[Signature]
PUBLIC WORKS DIRECTOR

Parking Lot #5 - Proposal for Phase II ESA and Limited Soil Delineation
ECS Proposal No. 06.10683, March 12, 2007

Laboratory Analysis

The soil sample with the highest field measurement will be analyzed for VOCs by EPA Method 8260 and for semi-volatile organic compounds (SVOCs) by EPA Method 8270, as well as Massachusetts Department of Environmental Protection (MADEP) Methods for volatile petroleum hydrocarbons (VPH) and extractable petroleum hydrocarbons (EPH) to ascertain if soils above Residential MSCCs are present. Additionally, thirty soil samples may be analyzed for Total Petroleum Hydrocarbons (TPH) using EPA Methods 5030 and 3550 for gasoline range organics (GRO) and diesel range organics (DRO), respectively.

Reporting

ECS will provide a Phase II ESA and a Soil Delineation Report based on the results obtained. This report and proposal will discuss the project background provided, our procedures used, field and laboratory results, and provide our evaluation and recommendations.

FEES/COST OF SERVICES

Based on our understanding of the project background provided by client and the above discussed scope of work, we estimate our fees for the proposed scope of services to be as presented in the following table.

<u>Service Descriptions</u>	<u>Estimated</u>		<u>Estimated</u>
	<u>Units</u>	<u>Rate</u>	<u>Costs</u>
Prepare Health & Safety Plan, each	1	\$ 300.00	\$ 300.00
Geophysical Survey	1	\$ 2,500.00	\$ 2,500.00
GeoProbe Borings, per day	2	\$ 2,000.00	\$ 4,000.00
Field Observation and Sampling, Project Scientist, per hour	20	\$ 75.00	\$ 1,500.00
FID/PID, per day	2	\$ 125.00	\$ 250.00
55-Gallon Drum Disposal, first drum	0	\$ 420.00	\$ -
55-Gallon Drum Disposal, each additional drum	0	\$ 60.00	\$ -
EPA Method 8260, per soil sample analyzed	1	\$ 120.00	\$ 120.00
EPA Method 8270, per soil sample analyzed	1	\$ 260.00	\$ 260.00
MADEP Method VPH, per soil sample analyzed	1	\$ 105.00	\$ 105.00
MADEP Method EPH, per soil sample analyzed	1	\$ 185.00	\$ 185.00
EPA Method 5030/3550, per soil sample analyzed	30	\$ 115.00	\$ 3,450.00
Project Geologist, L.G., per hour	8	\$ 85.00	\$ 680.00
Principal Review and Supervision, L.G. or P.E., per hour	4	\$ 125.00	\$ 500.00
Delineation Report	1	\$ 1,500.00	\$ 1,500.00

Total Estimated Fee for Proposed Scope of Services:

\$ 15,350.00

The above fees are estimates, and you will be invoiced only for the actual amount of work performed, at the unit rates shown in the above table and the attached fee schedule. The above prices assume that you accept the standard laboratory turnaround time of 10 business days. If you request the laboratory tests to be performed on a rush basis, the laboratory results can be obtained within a 72-hour turnaround time for an additional 50% premium, and within a 48-hour turnaround for an additional 100% premium of the laboratory costs presented above.

George Small

From: SMiller [SMiller@ecslimited.com]
Sent: Tuesday, December 11, 2007 1:15 PM
To: George Small
Cc: SMBrown
Subject: Lot #5 Property - Supporting Documentation & Approximate Timeline

Attachments: Scan001.PDF



Scan001.PDF (772
KB)

Good afternoon George,

Thank you for your return call yesterday concerning clarification on your needs for our December 12 meeting. Attached are an approximate timeline for the project, and also some documentation on requests and communications related to site activities. I will bring hard copies of these as well as copies of the two recent invoices.

We look forward to meeting you tomorrow. Do you have a specific meeting spot in mind?

Sandy Miller
Environmental Scientist

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505
(919) 861-9921 (direct voice)
(919) 398-0198 (cell phone)
(919) 861-9910 (office)
(919) 861-9911 (office fax)

e-mail: smiller@ecslimited.com
<http://www.ecslimited.com>

The ECS Group of Companies
ENR #96 Top Design Firm

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-----Original Message-----

From: 06PRN207@ecslimited.com [mailto:06PRN207@ecslimited.com]
Sent: Tuesday, December 11, 2007 05:34 am
To: SMiller
Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [06PRN207@ecslimited.com] Number of Images: 22 Attachment File Type: PDF

WorkCentre Pro Location: ECS - Raleigh
Device Name: 06PRN207

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

State Lead Sites - Chapel Hill.txt
From: Mark Petermann [Mark.Petermann@ncmail.net]
Sent: Tuesday, June 12, 2007 11:47 am
To: SMiller
Subject: State Lead Sites - Chapel Hill

Sandy,

Very nice to meet with you today. As we discussed, the following are the State Lead sites in Chapel Hill:

Starpoint Convenience - 1712 Smith Level Road - Incident # 6557 - Closed Commercial site with an No Further Action determination

Watts Property - Smith Level Road - Incident # 8468 - Active Commercial site - Risk Rank of L(low)-40--action with this site is routine monitoring only

Mark's Cafe/Holland Company - now known as Elaine's on Franklin Street - 454 West Franklin- Active site with a Risk ranking of H 95 D--a site visit/receptor survey has been performed but it's a below the "bar" site and will not likely have much work performed. The "H" in the risk rank means it's a high risk, i.e., a water supply well, probably a private well is located within 1,000' of the site.

There ya go. If you have a question that you think I can help you with then don't hesitate to call .

Mark

From: Bill Letteri [bletteri@townofchapelhill.org]
Sent: Thursday, May 24, 2007 01:48 pm
To: SMiller; SMBrown
Cc: Ralph Karpinos; Chris Berndt; Bruce Heflin
Subject: RE: Notification of NCDENR
Sandy,

Please prepare a notification letter on our behalf. A draft should be forwarded to Ralph Karpinos, with copies to Berndt and Heflin (emails attached) for their review and approval. Thanks.



Bill Letteri
Public Works Director
Public Works Department
Town of Chapel Hill
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 968-2796
Fax: (919) 969-2003

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Thursday, May 24, 2007 1:41 PM
To: Bill Letteri
Subject: Notification of NCDENR

Good afternoon Bill,

When I spoke to the contact person at NCDENR (Ms. Caroline Davenport) in VERY generic terms, she did indicate that the State should be notified

Sandy Miller
Environmental Scientist

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505
(919) 861-9921 (direct voice)
(919) 398-0198 (cell phone)
(919) 861-9910 (office)
(919) 861-9911 (office fax)

e-mail: smiller@ecslimited.com
<http://www.ecslimited.com>

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ENR #96 Top Design Firm

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Ms. Caroline Davenport
NCDENR - DWM
UST Section
1637 Mail Service Center
Raleigh, North Carolina 27699-1637

July 3, 2007

Reference: Phase II ESA and Limited Soil Delineation Report
Parking Lot #5
West Franklin Street at Church Street
Chapel Hill, Orange County, North Carolina
ECS Project No. 06.14973

Dear Ms. Davenport:

ECS Carolinas, LLP (ECS), on behalf of the Town of Chapel Hill, Public Works Department, is pleased to provide the North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section (Section) with a *Phase II Environmental Site Assessment (ESA) and Limited Soil Delineation Report* prepared on April 2, 2007. The enclosed report presents the project background provided, our procedures used, field and laboratory results and our conclusions and recommendations during assessment of the Parking Lot #5 project located in Chapel Hill, North Carolina.

Parking Lot #5 contains approximately 1.7 acres and is bounded on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina.

As presented in the attached report, Parking Lot #5 was further explored by advancing 30 soil test borings (borings) which were laid out to cover the site using an approximate grid network estimated to be 50 feet by 50 feet. The borings were advanced to approximate depths that varied from approximately 8 to 18 feet below ground surface (bgs). Soil samples were screened in the field for volatile organic compounds (VOCs) with a photo-ionization detector (PID). The sample from each boring with the highest field reading was selected for submittal to a State of North Carolina-certified laboratory for analysis. The selected soil samples were analyzed for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. One sample in this group was analyzed for volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) using EPA Methods 8260 and 8270, respectively, as well as for extractable petroleum hydrocarbons (EPH) and volatile organic hydrocarbons (VPH), using Massachusetts (MADEP) Methods. Based on information obtained, the following conclusions are presented:

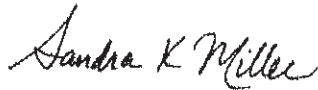
- Impacted soil above the action levels for GRO was detected at the site;
- Impacted soil above the action levels for DRO was detected at the site; and,
- Impacted soil above the Residential MSCCs was not detected at the site.

MAX. SOIL
CONTAMINATION
CONCENTRATION

*Submittal Letter to NCDENR
Phase II ESA and Limited Soil Delineation, Parking Lot #5
Chapel Hill, Orange County, North Carolina
ECS Project No. 06.14973*

If you have any questions regarding the information enclosed herein, please do not hesitate to contact me at 919-861-9910 or smiller@ecslimited.com.

Respectfully submitted,
ECS Carolinas, LLP



Sandra Miller
Environmental Scientist



Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

E:\PROJECTS\T14000-T14999\14973\Letter to state.doc

Attachment: Phase II ESA and Limited Soil Delineation Report

From: Chris Berndt [cberndt@townofchapelhill.org]
Sent: Thursday, May 24, 2007 06:27 pm
To: Bill Letteri; Bill Terry; SMiller; SMBrown
Cc: Ralph Karpinos; Bruce Heflin; Scott Simmons; Gordon Sutherland
Subject: FW: Maps re: Lot 5


To all—attached are maps showing a filling station on Lot 5 provided by Scott Simmons in our Planning Department. I talked with Sandy today by phone after conferring with Bill Letteri, and said I would send them to her. I note that the Phase I report included a review of the Sanborn maps, copies of which are in the report appendix. The source of the confusion may be that the wording on the ECS report copy of the Sanborn map for 1959 is not readable, but the Town's map clearly says "filling station" (abbreviated). As I mentioned to her on the phone, the Town's set of Sanborn maps span the years 1932-1959, and were updated regularly on each sheet, so it is not possible to use our set for dating purposes. Scott and I think the "Williamsburg style" of the building would date it from the 1950's.

The topo map also shows what looks to be a filling station by the curb cuts and the possible indication of pumps (compare with the McFarling site also on the map).

I am also including a copy of the eligibility application for Sandy's review that I got off the DEHNR web page.

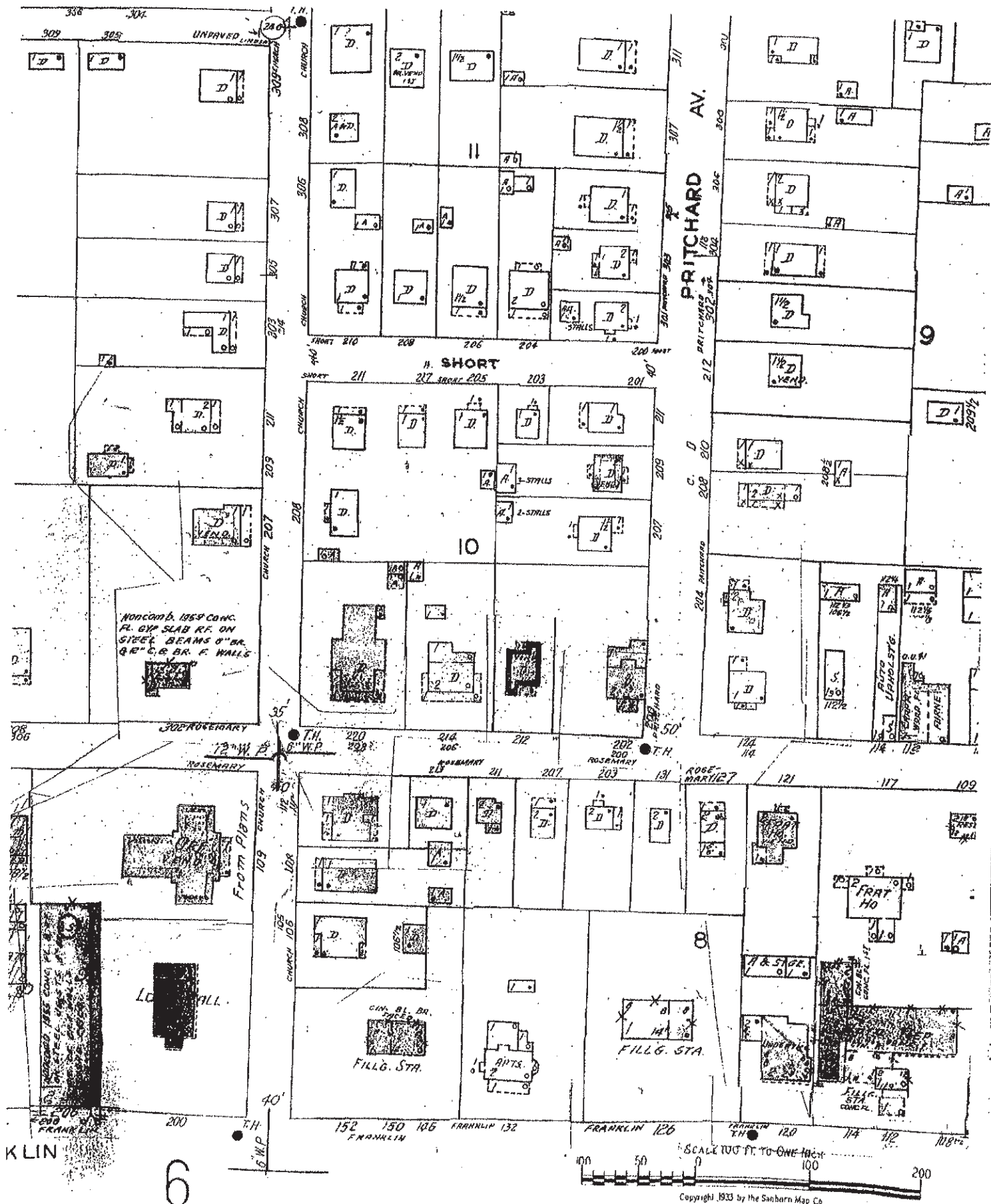
Late today Scott also brought me a panoramic set of photographs showing a filling station building on the site. Bruce noted that gas pumps are not visible in the photo (another clue to the puzzle?) The photos are in my office if you want to see them.

Sincerely,
Chris Berndt

	Chris S. Berndt Special Projects Assistant Town Manager's Office Town of Chapel Hill 405 Martin Luther King Jr. Blvd. Chapel Hill, NC 27514-5705
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Phone: (919) 969-5054
Fax: (919) 969-2063

From: Scott Simmons
Sent: Thursday, May 24, 2007 4:58 PM
To: Chris Berndt
Subject:



3-21-07

Bill,

Following are the PID readings and soil boring locations from Tuesday (3-20-07).

I just spoke with the laboratory (SGS Environmental Services in Wilmington, NC) and the samples have been received and registered as "72-Hour Turnaround." We should have results on Monday (3-26-07).

Please feel free to call if you have further questions. Thank you.

Sandy Miller

861-9910 (Office)

398-0198 (Cell)



ENGINEERING CONSULTING
SERVICES, LTD.

CALCULATION SHEET

PROJECT:

FIGURE NO.

TITLE:

Parking Lot #5

JOB NO.

Phase II, Limited Soil Delineation

SCALE:

BY:

DATE:

3-21-07

APPROVED BY:

SKM

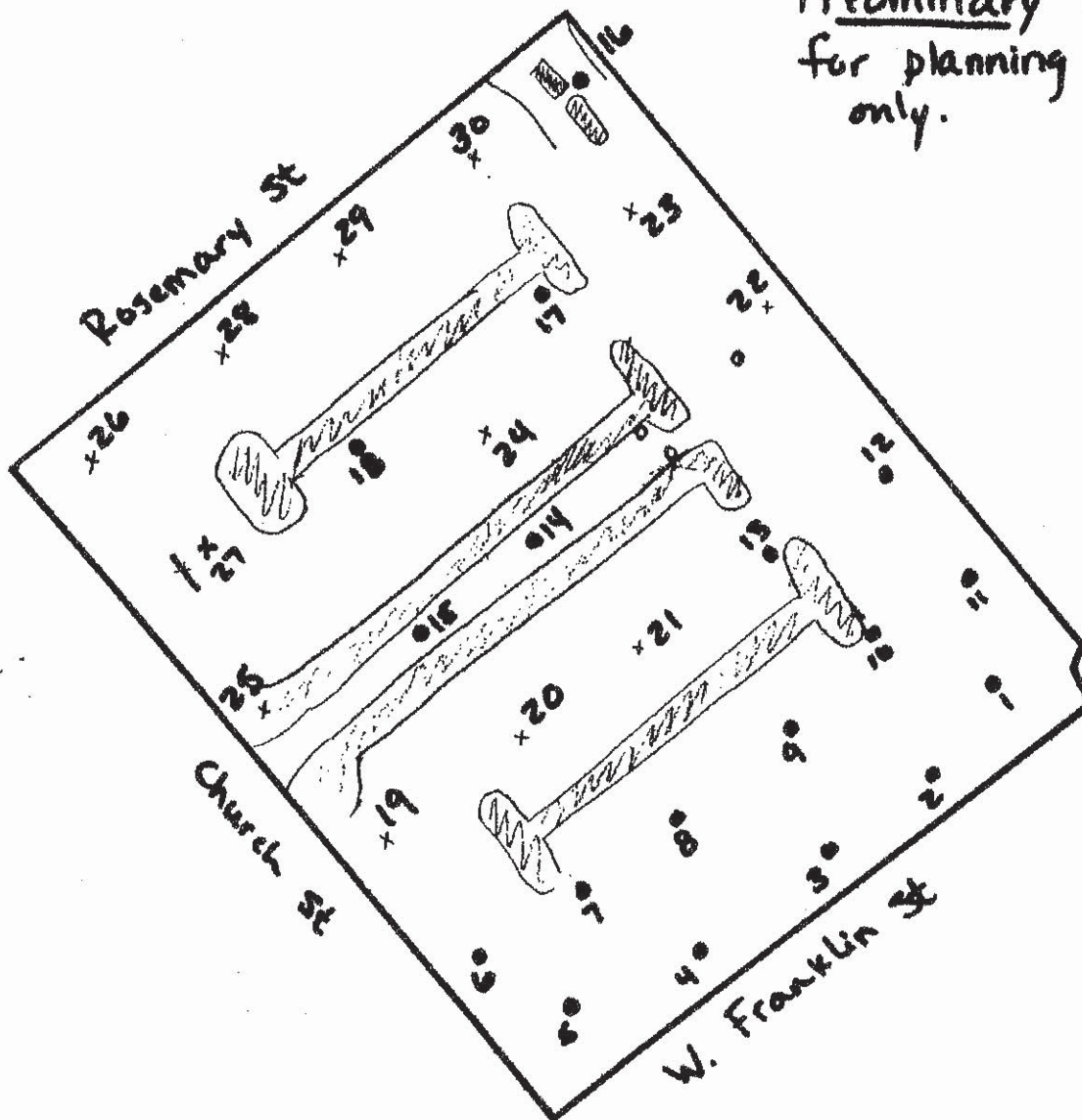
DATE

	<u>Total Depth</u>	<u>Depth of Sample</u>	<u>PID Screening</u>
SB-19	16'	4-8'	530 ppm
SB-20	16.5	8-12'	180
SB-21	16	12-16	3.4
SB-22	16.5	4-8'	195
SB-23	12.5	11	8.1
SB-24	12.5	4-8	11.2
SB-25	13.5	8-12	1.5
SB-26	16.5	8-12	20
SB-27	17	12-16	13.7
SB-28	17	8-12	30
SB-29	12.5	8-12	0.8
SB-30	15	8-12	3.5

Preliminary Draft - for planning
purposes only

Note - PID readings are not laboratory confirmed.
They are a screening device only and
not a true representation of VOCs
in the soil.

Preliminary Draft -
for planning purposes
only.



Legend

- - soil boring done 3/18/07
- x - projected boring locations for 3/20/07
- - attempted soil boring on 3/18/07, refusal encountered at 2' depth

⊗ Not to Scale

3-19-07

GOOD MORNING, BILL -

Great to meet you yesterday and I appreciate your time.

Attached please find a table of borings, depths, + PID readings as well as a map of current + projected locations.

Please feel free to call when you receive it. I just spoke with Richard concerning which parking spots we'll need open for tomorrow.

Thank You.

Jandy



ENGINEERING CONSULTING
SERVICES, LTD.

CALCULATION SHEET

PROJECT:

Parking Lot #5, Phase II, Lim. Soil Decon.

TITLE:

FIGURE NO.

JOB NO.

SCALE:

BY:

DATE:

3-19-07

APPROVED BY:

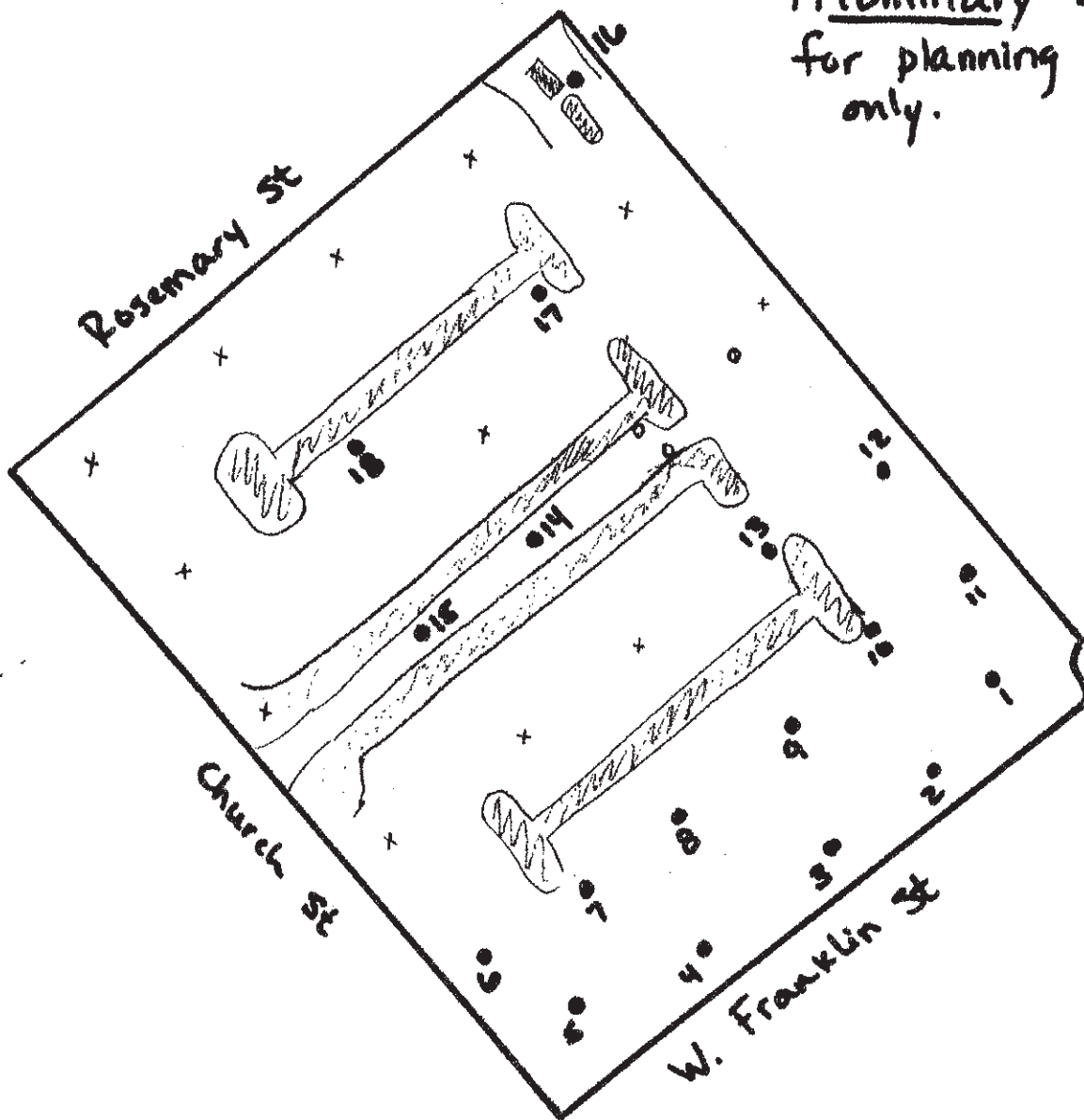
DATE

	depth of sample	total depth	PID screening	
SB-1	10'	10	2150 ppm	
SB-2	10.5	10.5	52	
SB-3	13	13	87	
SB-4	9	9	15.7	
SB-5	8	13	13.3	
SB-6	15	15	2016	Preliminary Draft - for planning purposes only.
SB-7	10	10	4.3	
SB-8	18	18	7.2	
SB-9	16	16.5	132	
SB-10	12	16	343	
SB-11	16	16.5	33	
SB-12	8	8	4.5	
SB-13	16	16	70	
SB-14	16	16.5	40	
SB-15	12	16.5	0.8	
SB-16	4	11	246	
SB-17	16	16	1.6	
SB-18	8	8	1.3	

Note: PID (for Volatile Organic Compounds - VOCs) readings are not

laboratory confirmed. They are a screening device only and not a true representation of VOCs in the soil.

Preliminary Draft -
for planning purposes
only.



Legend

- - soil boring done 3/18/07
- x - projected boring location for 3/20/07
- - attempted soil boring on 3/18/07, refusal encountered at 2' depth

⊗ Not to Scale

Chapel Hill NEWS - Lot # 5.txt
From: Richard Terrell [rterrell@townofchapelhill.org]
Sent: Friday, March 16, 2007 04:02 pm
To: SMiller
Subject: Chapel Hill NEWS - Lot # 5

FYI

-----Original Message-----

From: tio@townofchapelhill.org [mailto:listserv@civicplus.com]
Sent: Friday, March 16, 2007 3:56 PM
To: Richard Terrell
Subject: Chapel Hill NEWS

March 16, 2007

This is a Town of Chapel Hill news notice. For more information, contact Catherine Lazorko, Town Information Officer, 919/969-5055 or tio@townofchapelhill.org. More information:
<http://www.townofchapelhill.org/news>

2. Parking Lot 5 to Close for Test Borings

2. Parking Lot 5 to Close for Test Borings

The Town of Chapel Hill has hired a contractor to conduct environmental assessments of a site that is selected for a proposed \$75 million three-section building complex combining condominiums, retail, and parking on Town-owned Parking Lot 5 in downtown Chapel Hill.

The environmental assessments, to be conducted by Environmental Consulting Services, Ltd. (ECS) will require closing the parking lot located between Franklin and Rosemary Streets at the intersection of Church Street.

Municipal Parking Lot 5 will be closed from 4 a.m. to 1 p.m. Saturday, March 17, from 6 a.m. to 9 p.m. Sunday, March 18, and 8 a.m. to 9 p.m. Tuesday, March 20. All vehicles must be removed. Accommodations will be made for individuals with leased parking spaces. Call the Town's Parking Services Coordinator at 968-2835 for more information. Motorists may find available parking at the Rosemary Street Parking Deck, 150 E. Rosemary St., Municipal Lot 2 at 100 E. Rosemary St., or Municipal Lot 3 at 415 W. Franklin St.

The environmental assessment will include a geophysical study to determine if underground tanks are present, as well as up to 30 test borings of the soil. While the Town has conducted previous environmental studies, this week's assessment will provide a more detailed examination of the soil conditions of the site. Engineers will evaluate and describe site hydrogeological conditions; determine the location, type and concentrations of contaminants; and determine the requirements for remedial action based on the applicable regulatory environmental guidelines.

Negotiations with Ram Development Co. are under way since the Council authorized Manager Roger L. Stancil on Feb. 12 to execute the development agreement. Issues for negotiation have included energy efficiency construction, parking for affordable housing, and environmental considerations. Reflecting its commitment to environmental stewardship, the Town has pursued additional information on the site's

Chapel Hill NEWS - Lot # 5.txt
environmental conditions as negotiations continue.

The Town has completed an earlier environmental assessment of the Parking Lot 5 site. Following this phase one study conducted by ECS on Aug. 18, 2004, engineers recommended a ground penetrating radar survey be performed to determine if underground storage tanks are located on the site. Next week's survey will determine if such tanks are located on the site. ECS also performed work on Oct. 27, 2004, and April 13, 2005, for additional explorations to evaluate the depth to rock in Lot 5 as part of the design analysis for underground parking.

Citizens may review information on the Town website about the Downtown Economic Development Project at <http://townhall.townofchapelhill.org/projects/dedi/>.

This complimentary message is being sent by the Town of Chapel Hill to opt-in subscribers that might be interested in its content. If you do not wish to continue receiving these messages, please unsubscribe by visiting our website at: <http://www.townofchapelhill.org/list.asp?mode=del>

Tell your friends and neighbors about this new service of the Town of Chapel Hill. E-mail subscriptions can be made at <http://www.townofchapelhill.org/list.asp>

Please note, we will not sell or voluntarily give your e-mail address to any organization without your explicit permission; however, e-mail addresses received by the Town may be considered public records under North Carolina Law.

From: Richard Terrell [rterrell@townofchapelhill.org]
Sent: Tuesday, March 13, 2007 06:36 pm
To: Bill Letteri
Cc: SMiller
Subject: Temp Closure of Lot # 5

Importance: High

FYI – will keep you informed – based on this schedule the geophysical survey would occur on the 17th

From: Richard Terrell
Sent: Tuesday, March 13, 2007 6:30 PM
To: Brenda Jones
Subject: Temp Closure of Lot # 5
Importance: High

Per our telephone conversation today, we have been asked by the Town Manager and Public Works Director to expedite a Phase II Environmental Site Assessment and Limited Soil Delineation at Parking Lot # 5. We are currently processing a contract with ECS CAROLINA, LLP to perform the necessary work. Based on my conversation with ECS relative to their needs and with you relative the on-going operations, I propose the following schedule that will be the least distributive given the short notice.

I need your assistance in making arrangements for removal of all vehicles (towing if necessary) by 6 a.m., Saturday, March 17th. We will need to make arrangements to keep the lot empty and closed until 1 p.m. While at that time parking could be permitted overnight, it may be desirable to keep it out of service (technically) considering we will need it vacant the following morning by 8 a.m. until 9 p.m. (Sunday, March 18th). The following Tuesday, March 20th, it will be necessary to close the lot in order to complete the assessment. At this time, our preference would be to have the complete lot vacant between 8 a.m. and 9 p.m. At a minimum, we will need to plan on having the meter spaces closed and it may be necessary to make arrangements to relocate some, if not all, of the lease parking (in the center of the lot – signed and red bumper blocks) to the metered spaces. As soon as we resolve the finer details with ECS, I will advise with certainty to their needs for the 20th. We realize this may require an attendant to be present. We apologies for the short notice and the burden this places on your office. Please advise if we can be of assistance in closing this lot on these dates.

Thank you for the assistance with this important project.

Richard

From: Richard Terrell [rterrell@townofchapelhill.org]
Sent: Tuesday, March 13, 2007 03:01 pm
To: SMiller
Subject: Noise Control and Private Utilities
Noise Control

Information requested relative to the Town of Chapel Hill's Noise Control ordinance. See Section 11-40. - Exceptions (b) and (p) Would the dba exceed the limits permitted under Section 11-39?

Private Utilities

The site contains an abandon plant irrigation system. Is there a need for us to attempt to locate the piping and mark the locations? The main lines are two inch pvc and we don't care if they get damaged as a result of the work to be performed by your company.

I assume that you are aware that there's one or more water quality testing wells currently on-site. They were installed as a result of an adjacent property clean-up/assessment. If you're interested, we can discuss the issue further. I will be back in the office at ~3:15 p.m.

Richard E. Terrell

Town of Chapel Hill
Public Works Department
Operations Manager

(919) 968-2800, ext. 107

From: Richard Terrell [rterrell@townofchapelhill.org]

Sent: Tuesday, March 13, 2007 06:43 pm

To: SMiller

Cc: Bill Letteri; CoCo Hall

Subject: Certificate of Insurance

Please have your office fax tomorrow a copy of insurance to CoCo Hall, Purchasing and Contracts Manager at (919) 969-2017. If they have questions they can reach Mrs. Hall at (919) 969-5025.

Thanks

Richard E. Terrell

Town of Chapel Hill
Public Works Department
Operations Manager

(919) 968-2800, ext. 107


From: Bill Letteri [bletteri@townofchapelhill.org]

Sent: Monday, March 12, 2007 02:16 pm

To: SMiller

Subject: Proposal

Thanks for your quick turnaround on this. Two questions: We discussed the need for a verbal report. I assume this is included and understood; second, I mentioned the idea that we may need your advice (to the extent you can) on the subject of liability insurance to us as owners in the property. Specifically, we are looking for coverage for site work that may exceed estimates. Please email response, or I will call you in the morning. Thanks.

	Bill Letteri Public Works Director Public Works Department Town of Chapel Hill 405 Martin Luther King Jr Blvd Chapel Hill, NC 27514-5705
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Phone: (919) 968-2796
Fax: (919) 969-2003

EXECUTIVE SUMMARY


Engineering Consulting Services, Ltd has completed a subsurface investigation and geotechnical engineering analysis for the proposed development of parking lot #2 (located on the northwestern portion of the block bounded on the west by North Columbia Street, on the south by Franklin Street, and on the north by Rosemary Streets) and parking lot #5 (located on the western portion of the block bounded on the west by Church Street, on the south by Franklin Street, and on the north by Rosemary Streets) in Chapel Hill, North Carolina. This summary should not be considered apart from the entire text of the report with all the qualifications and conditions mentioned herein.

We understand that the proposed construction at parking lot #2 will consist of a transit transfer center that will daylight at the northeastern corner of the site. Above the transit transfer center three residential buildings ranging from four to six stories with retail stores at ground level will surround a public plaza. While the development at parking lot #5 will consist of three levels of below grade parking with two residential buildings ranging from four to six stories with retail stores at ground level will surround a courtyard.

Both of the sites are currently paved with asphalt concrete. Parking lot #2 steps down from west to east with about 10 feet of elevation change, while parking lot #5 slopes down from the center to the northeast with about 6 feet of elevation change.

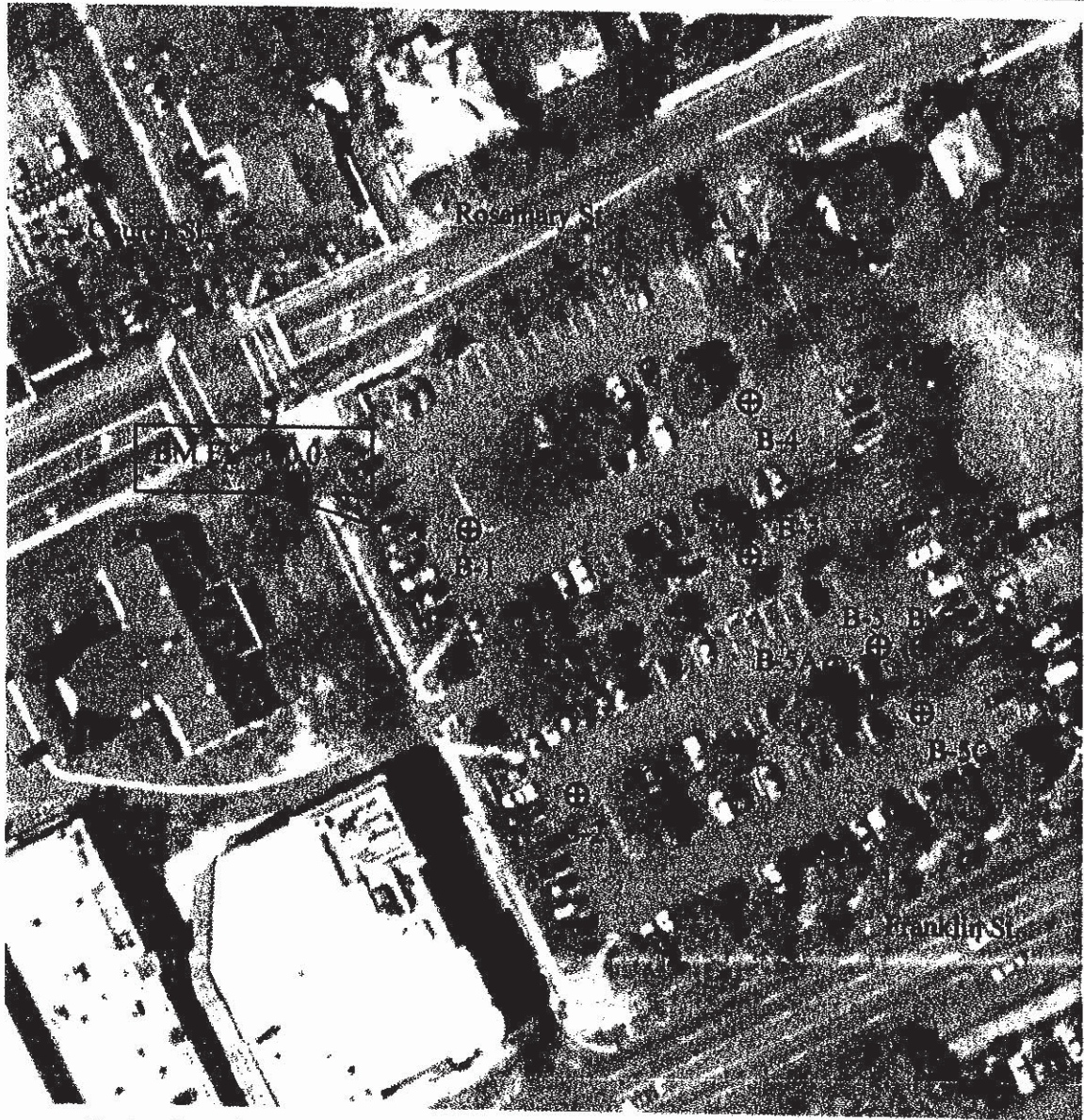
We anticipate that the buildings will be steel or concrete framed with maximum column loads on the order of 900 kips at parking lot #2 and 1200 kips at parking lot #5.

Parking lot #2 was explored by drilling seven soil borings and sampling the soil to depths ranging from approximately 10 to 47.1 feet below existing site grades. Fills up to about 4 feet deep were encountered in portions of this site. The soil encountered was primarily clayey sand with standard penetration test N-values of 10 to 15 blows per foot (bpf) to a depth of about 25 feet below which the N-values increased to 25 to 75 bpf. Partially weathered rock was encountered at about 42.5 feet with auger refusal, interpreted as intact bedrock, encountered at 47.1 feet. Static groundwater levels in some of the borings were noted at 7.3 to 15.2 feet below the ground surface.

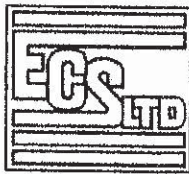


Parking lot #5 was explored by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet below existing site grades. In areas of this site two layers of pavement were encountered with a few inches of fill between. The soil encountered was typically a sandy silt to silty sand with standard penetration test N-values of ranging from 15 to 20 bpf. Auger refusal, interpreted as intact bedrock, was encountered in all of the borings at this site. The depth to rock decreases from the southwest portion of the site toward the north and east. Groundwater seepage was not encountered in the borings.

The subsurface conditions encountered in the borings indicate that the proposed structures at parking lot #2 can be supported on spread footings bearing on the firm native



⊕ Boring Locations



Engineering
Consulting
Services, LTD.


Boring Location Map
Parking Lot #5
West of Church Street, Between Franklin
& Rosemary Streets

Figure No.
3

Subsurface Exploration and Geotechnical
Engineering Analysis
Chapel Hill, North Carolina

ECS Project #
12493-A

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-1	SHEET 1 OF 1	ECS LTD
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					EC CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% 20% 40% 60% 80% 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
DEPTH (FT.)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
DESCRIPTION OF MATERIAL					
ENGLISH UNITS					
SURFACE ELEVATION					
0					ASPHALT DEPTH 3"
1	1	SS	18	18	ABC STONE DEPTH 5"
2	2	SS	18	18	RESIDUAL: Orangish Tan, Silty Fine to Medium SAND, With Black Inclusions, Moist, Dense to Very Dense, (SM)
3	3	SS	6	6	
4	4	SS	2	2	
5					PARTIALLY WEATHERED ROCK— Tannish Orange, Silty Fine to Medium SAND, Moist, (PWR)
10					
15	5	SS	0	0	AUGER REFUSAL @ 14.1'
20					
25					
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
▽ WL DRY		WS OR (D)		BORING STARTED	10-17-04
▽ WL (AB)		▽ WL (AC)		BORING COMPLETED	10-17-04
▽ WL				RIG CME 75 FOREMAN B&C	DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-1-A	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					<input type="radio"/> CALIBRATED PENETROMETER TONS/FT. 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— ● ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% <input checked="" type="radio"/> STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE INSTANCE (IN)	RECOVERY (IN)	
DESCRIPTION OF MATERIAL					WATER LEVELS ELEVATION (FT)
ENGLISH UNITS SURFACE ELEVATION					
0					TOPSOIL DEPTH 10" AUGER PROBE: Auger Probe to 13.7' (AP)
5					
10					AUGER REFUSAL @ 13.7' NOTE: OFFSET BORING 36' FROM B-1 TOWARDS B-4.
15					
20					
25					
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
∇ WL DRY WS OR <input checked="" type="radio"/> WD		BORING STARTED 10-17-04			
∇ WL(AB) ∇ WL(AC)		BORING COMPLETED 10-17-04		CAVE IN DEPTH @	
∇ WL		RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA	

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-2	SHEET 1 OF 1	ECS LTD	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER				
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					<div style="text-align: center;"> CALIBRATED PENETROMETER TONS/FT 1 2 3 4 5+ </div> <div style="display: flex; justify-content: space-around;"> <div> PLASTIC LIMIT % X </div> <div> WATER CONTENT % ● </div> <div> LIQUID LIMIT % Δ </div> </div> <div style="text-align: center;"> ROCK QUALITY DESIGNATION & RECOVERY RQD% --- REC.% 20% 40% 60% 80% 100% </div> <div style="text-align: center;"> STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+ </div>	
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)		DESCRIPTION OF MATERIAL
0					ASPHALT DEPTH 3" ABC STONE DEPTH 7"	
1	1	SS	18	18	RESIDUAL: Tannish Orange, Silty Fine to Medium SAND, With Rock Fragments, Trace Clay, Moist, Medium Dense to Dense, (SM)	
2	2	SS	18	18		
3	3	SS	18	18		Tannish Orange, Silty Fine to Medium SAND, With Rock Fragments, Trace Clay, Moist, Medium Dense, (SM)
4	4	SS	18	18		
5	5	SS	18	18	Tannish Orange, Silty Fine to Coarse SAND, With Rock Fragments, Moist, Dense, (SM)	
6	6	SS	4	4		
7	7	SS	2	2	PARTIALLY WEATHERED ROCK-- Tannish Brown, Silty Fine to Coarse SAND, With Rock Fragments, Moist, (PWR)	
8						
AUGER REFUSAL @ 26.7'						
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL						
∇ WL DRY WS OR (D)		BORING STARTED		10-17-04		
∇ WL(AB) ∇ WL(AC)		BORING COMPLETED		10-17-04		CAVE IN DEPTH @
∇ WL		RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA		

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-3	SHEET 1 OF 1	ECS LTD
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
					ENGLISH UNITS SURFACE ELEVATION
0					ASPHALT DEPTH 5"
	1	SS	18	18	ABC STONE DEPTH 7"
5	2	SS	18	18	FILL: Grayish Orange, Tan, Fine Sandy CLAY, With Roots, Moist, Medium Stiff, (FILL)
	3	SS	18	18	RESIDUAL: Grayish Orange, Silty CLAY, With Fine Sand, Trace Mica, Moist, Stiff, (CH)
10	4	SS	18	18	Tannish Orange, Fine Sandy SILT, With Clay, Moist, Stiff to Hard, (ML)
15	5	SS	18	18	Tannish Brown, Slightly Clayey Fine to Coarse SAND, With Rock Fragments, Moist, Very Dense, (SC)
20	6	SS	5	5	PARTIALLY WEATHERED ROCK- Tannish Brown, Silty Fine to Medium SAND, With Rock Fragments, Moist, (PWR)
25	AUGER REFUSAL @ 22.9'				
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
∇WL DRY ∇WL(AB) ∇WL		WS OR (D) BORING COMPLETED RIG CME 75 FOREMAN B&C		BORING STARTED 10-17-04 10-17-04 DRILLING METHOD HSA	
				CAVE IN DEPTH @	

CALIBRATED PENETROMETER
 TONS/FT.

1	2	3	4	5+
---	---	---	---	----

PLASTIC LIMIT %
 X

WATER CONTENT %
 ●

LIQUID LIMIT %
 Δ

ROCK QUALITY DESIGNATION & RECOVERY
 ROD% --- REC.%
 20% 40% 60% 80% 100%

STANDARD PENETRATION
 BLOWS/FT.

10	20	30	40	60+
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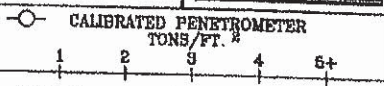
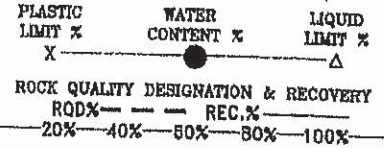
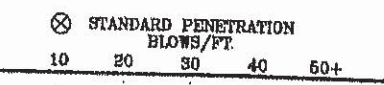

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-4	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					


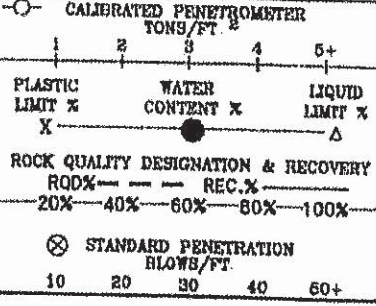
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL		WATER LEVELS ELEVATION (FT)	 PLASTIC LIMIT % X ————— W ————— Δ WATER CONTENT % ROCK QUALITY DESIGNATION & RECOVERY ROD% — — — REC.% 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+	
					ENGLISH UNITS				
					SURFACE ELEVATION				
0					ASPHALT DEPTH 2"				
	1	SS	18	18	ABC STONE DEPTH 6"				
	2	SS	18	18	FILL: Reddish Tan, Fine to Medium Sandy SILT, With Clay, Trace Rock Fragments and Roots, Moist, Stiff, (FILL)				
5	3	SS	18	18	FILL: Tannish Orange, Silty Fine to Medium SAND, With Clay, Trace Black Inclusions, Moist, Stiff, (FILL)				
	4	SS	18	18	RESIDUAL: Tannish Orange, Fine Sandy SILT, With Clay, Moist, Very Stiff, (MH)				
10					Tannish Orange, Clayey Fine to Medium SAND, With Rock Fragments, Trace Black Inclusions, Moist, Medium Dense to Very Dense, (SC)				
15	5	SS	18	18					
20	6	SS	0	0	PARTIALLY WEATHERED ROCK—Tannish Orange, Clayey Fine to Medium SAND, With Rock Fragments, Moist, (PWR)				
	AUGER REFUSAL @ 19.1'								
25									
30									

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL


▽ WL DRY	WS OR	BORING STARTED	10-17-04
▽ WL (AB)	▽ WL (AC)	BORING COMPLETED	10-17-04
▽ WL		RIG CME 75 FOREMAN B&C	DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5	SHEET 1 OF 1			
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER					
SITE LOCATION CHAPEL HILL, NORTH CAROLINA							
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS ELEVATION (FT)	<input type="radio"/> CALIBRATED PENETROMETER TONS/FT. <div style="display: flex; justify-content: space-around; font-size: small;"> 12345+ </div>
					ENGLISH UNITS SURFACE ELEVATION		<div style="display: flex; justify-content: space-between; font-size: x-small;"> <div>PLASTIC LIMIT % X</div> <div>WATER CONTENT % ●</div> <div>LIQUID LIMIT % Δ</div> </div> <div style="font-size: x-small;"> ROCK QUALITY DESIGNATION & RECOVERY RQDX — — — REC.X — — — 20X — 40X — 60X — 80X — 100X </div> <div style="font-size: x-small;"> <input checked="" type="radio"/> STANDARD PENETRATION BLOWS/FT. <div style="display: flex; justify-content: space-around; font-size: x-small;"> 1020304060+ </div> </div>
0					TOPSOIL DEPTH 10"		
1	1	SS	7	7	PARTIALLY WEATHERED ROCK— Tannish Brown, Silty Fine to Coarse SAND, With Rock Fragments, Moist, (PWR)		⊗ 50 17
2	2	SS	0	0			⊗ 50 0
5					AUGER REFUSAL @ 6.0'		
10							
15							
20							
25							
30							
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL							
▽ WL DRY		WS OR	BORING STARTED 10-17-04				
▽ WL(AB)		▽ WL(AC)	BORING COMPLETED 10-17-04		CAVE IN DEPTH ●		
▽ WL			RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA		

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5-A	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					  
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
					ENGLISH UNITS SURFACE ELEVATION ASPHALT DEPTH 3" ABC STONE DEPTH 4" AUGER PROBE: Auger Probe to 4.9' (AP) AUGER REFUSAL @ 4.9' NOTE: OFFSET 15' FROM B-5 TOWARD B-2.
0					
5					
10					
15					
20					
25					
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
▽WL DRY		WS OR 	BORING STARTED 10-17-04		
▽WL(AB) ▽WL(AC)			BORING COMPLETED 10-17-04		CAVE IN DEPTH @
▽WL			RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5-B	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					
DEPTH (FT.)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
DESCRIPTION OF MATERIAL					
ENGLISH UNITS					
SURFACE ELEVATION					
0				ASPHALT DEPTH 3"	
				ABC STONE DEPTH 7"	
				AUGER PROBE: Auger Probe to 3.8' (AP)	
5				AUGER REFUSAL @ 3.8'	
				NOTE: OFFSET 21' SOUTH FROM B-5.	
10					
15					
20					
25					
30					

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL.

▽ WL DRY	WS OR 	BORING STARTED	10-17-04	
▽ WL (AB)	▽ WL (AC)	BORING COMPLETED	10-17-04	CAVE IN DEPTH @
▽ WL		RIG CME 75 FOREMAN B&C		DRELLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5-C	SHEET 1 OF 1	ECS LTD
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					○ CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
DESCRIPTION OF MATERIAL					
ENGLISH UNITS					
SURFACE ELEVATION					
0					TOPSOIL DEPTH 10"
5					AUGER PROBE: Auger Probe to 3.1' (AP)
10					AUGER REFUSAL @ 3.1'
15					NOTE: OFFSET 36' FROM B-5 TOWARD FRANKLIN STREET IN PLANTER ISLAND.
20					
25					
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
▽ WL DRY		WS OR (D)	BORING STARTED 10-17-04		
▽ WL(AB)		▽ WL(AC)	BORING COMPLETED 10-17-04		CAVE IN DEPTH @
▽ WL			RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA



ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental

Mr. George Small, PE, PLS
Engineering Director
Town Hall, 3rd Floor
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514

July 1, 2008

RE: Proposal to Develop a Corrective Action Plan
Chapel Hill Parking Lot #5
West Franklin Street and Church Street
Chapel Hill, North Carolina
ECS Proposal Number 06.11067-ARev1

Dear Mr. Small:

ECS Carolinas, LLP (ECS) appreciates the opportunity to submit this proposal to develop a Corrective Action Plan (CAP) for the project proposed at the existing parking lot (designated #5) located at West Franklin Street and Church Street, Chapel Hill, NC. This proposal is provided in response to your request, and contains our project understanding, proposed scope of services, fees/costs, schedule of work and authorization requirements.

PROJECT UNDERSTANDING

According to provided information, the property identified as "Parking Lot #5" was recently owned by the Town of Chapel Hill, NC (Town), consists of approximately 1.7 acres in size, and is bounded on the east by existing businesses, on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina. A private firm plans to develop the property with a mixed-use structure, which necessitates excavation of the subgrade to an approximate depth of 20 feet below the existing ground surface (bgs).

ECS submitted a *Phase I Environmental Site Assessment Report* (ECS Project Number 06.12494) to the Town on August 18, 2004. During that time, ECS also performed a subsurface exploration on the property, reported as "*Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004." The subsurface soils beneath Parking Lot #5 were evaluated by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet bgs. Preliminary indications of potentially contaminated soil were reported during performance of the subsurface exploration phase of this project.

On March 18 and 20, 2007, ECS personnel and a drilling subcontractor advanced thirty soil test borings (borings) (SB-1 through SB-30) in targeted areas on the property. The borings were laid out to cover the site using an approximate grid network estimated to be 50 feet by 50 feet. Soil samples representing the borings were analyzed for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. One sample in this group (SB-1) was analyzed for volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) using EPA Methods 8260 and 8270,

respectively, as well as for extractable petroleum hydrocarbons (EPH) and volatile organic hydrocarbons (VPH), using Massachusetts (MADEP) Methods. This selection of analyses is collectively referred to as a "risk based analysis." and was performed to determine if the contaminant levels were detected above the Residential Maximum Soil Contaminant Concentrations (MSCCs) as determined by the North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section (UST Section).

GRO and/or DRO levels were detected at concentrations greater than the Section action levels (10 parts per million (ppm)) in seven samples. GRO and DRO were not detected in the remaining samples at levels above the laboratory detection limits. Analytical laboratory sample results for the risk-based analysis did not reveal levels of contamination above the Residential MSCCs.

To estimate the quantity of petroleum-impacted soils, ECS interpolated the data presented in the laboratory reports. The interpolation was made under the assumption that soil conditions were relatively uniform at the site and consistent with the results obtained at the boring locations. Based on approximate measurements of the property boundary and our sample locations, ECS estimated that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may be present at the site. **This estimate was preliminary in nature; the actual quantity of petroleum-impacted soils may vary based on conditions observed during soil excavation.**

During several pre-development meetings with developer and Town representatives, ECS was asked to prepare a Corrective Action Plan to address and document identification, proper handling, and disposal of the suspect petroleum-impacted soils during preliminary excavation of the construction site. Subsequently, ECS was also asked to research the possibility of obtaining a Section Dedicated Containment and Treatment Permit to dispose of excavated impacted soils on Town property.

ECS and Town of Chapel Hill personnel have investigated several appropriately-sized parcels of land and have had discussions with the entities that have jurisdiction over those properties. It is apparent at this time that a Containment and Treatment Permit to dispose of excavated impacted soils is not currently feasible. ECS has been asked to submit a proposal to develop a CAP to excavate and dispose of suspect and/or impacted soils.

SCOPE OF SERVICES

The principal purpose of the recommended Scope of Services is to develop a *Corrective Action Plan* (CAP) to address and document identification, proper handling, and disposal of the suspect petroleum-impacted soils. To accomplish this, ECS proposes the following:

Prepare a Corrective Action Plan

ECS will prepare a Corrective Action Plan, in general accordance with the UST Section, *Guidelines for Assessment and Corrective Action*, July 2001 to properly excavate, remove and dispose of the suspected contaminated soils at the site. Based on our experience in preparing similar applications, we anticipate this effort to prepare the plan to include the following:

**Proposal to Develop a CAP
Parking Lot #5, Chapel Hill, North Carolina
ECS Proposal No. 06.11067-ARev1
July 1, 2008**

Project Scientist, per hour	70	\$75.00	\$ 5,250.00
Attendance at meetings on as-needed basis, per hour		\$ 85.00	\$ -
Project Geologist, L.G., per hour	8	\$85.00	\$ 680.00
Principal Review and Supervision, L.G. or P.E., per hour	5	\$125.00	<u>\$ 625.00</u>
Total Estimated Fee for Preparation of CAP:			\$ 6,555.00

FEES/COST OF SERVICES

Based on our understanding of the project background, we estimate our fees for the proposed Scope of Services to be as presented above and in the above table.

While we don't anticipate encountering any problems, **we recommend that you budget approximately \$6,555.00 for the services outlined.** Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined. If conditions, sampling results or observations indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

PROPOSED SCHEDULE

We propose to begin the above Scope of Services immediately after receiving your written authorization to proceed. The laboratory will complete their work within 10 days of the receipt of the samples. ECS will communicate with you on a weekly basis to provide status updates on each aspect of the activities.

AUTHORIZATION

If the above Scope of Services is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date.


Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. To provide you with the fastest response, we prefer to provide reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate. Also, if you want rush turnaround on the samples, please indicate that on the Proposal Acceptance Form.

Proposal to Develop a CAP
Parking Lot #5, Chapel Hill, North Carolina
ECS Proposal No. 06.11067-ARev1
July 1, 2008

CLOSING

Again, thank you for the opportunity to submit this proposal to provide environmental services and serve as your environmental consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your environmental consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Sincerely,
ECS Carolinas, LLP



Sandra Miller
Environmental Scientist



Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

Attachments: Proposal Acceptance Form
 General Terms of Service

I:_PROPOSALS\2007PROP\11067-A CHAPEL HILL LOT #5\11067-AREV1 CAP PROPOSAL (WITH DIG AND HAUL).DOC

PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Corrective Action Plan Development
Location: Chapel Hill Parking Lot #5
West Franklin Street and Church Street
Chapel Hill, North Carolina
Proposal No.: 06.11067-ARev1
Estimated Amount: \$6,555.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
Email: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoices (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: **X** _____ Date: _____
Return to: Sandra Miller Phone: 919-861-9910
ECS Carolinas, LLP Fax: 919-861-9911
9001 Glenwood Avenue
Raleigh, North Carolina 27617



General Conditions of Service

These General Conditions of Service are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS Carolinas, LLP (ECS) for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any), and current Fee Schedule.

SECTION 1: SCOPE OF WORK

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the Scope of Work and Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

SECTION 2: CLIENT DISCLOSURES

- a. The Client shall notify ECS of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.



- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Unless otherwise stated in the Agreement, additional copies shall be furnished at the rates specified in the Environmental Services Department Fee Schedule. With the exception of ECS reports to Client, all documents, including, but not limited to, original boring logs, field data, field notes, laboratory test data, calculations and estimates, and records of communication, are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and/or analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions at the Project site may vary from those encountered in borings, surveys or explorations, and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000.00 or total fee for the services rendered on this project, whichever is greater.
- b. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s), and Client shall indemnify



and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

SECTION 9: LIABILITY INSURANCE

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

SECTION 10: ARBITRATION OF DISPUTES

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association.

SECTION 11: TERMINATION

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SECTION 13: TITLES

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 14: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

SECTION 15: ASSIGNS

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 16: CHOICE OF LAW

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules).



FEE SCHEDULE
for
ECS Carolinas, LLP
ECS Proposal No. 06.11067-ARev1

ENVIRONMENTAL, ENGINEERING, TECHNICAL AND SUPPORT SERVICES

Professional Staff

Administrative Support	\$ 45.00/hour
Staff Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 65.00/hour
Staff Professional	\$ 65.00/hour
Project Scientist	\$ 65.00/hour
Project Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 75.00/hour
Staff Geologist/Hydrogeologist	\$ 75.00/hour
Senior Professional Geologist L.G. /Professional Engineer, P.E.	\$ 85.00/hour
Principal Professional Geologist L.G. /Professional Engineer, P.E.	\$ 125.00/hour
Principal Geologist/Hydrogeologist	\$ 125.00/hour
Principal Scientist/Engineer	\$ 110.00/hour
Principal Consultant: Wetlands Specialists	\$ 140.00/hour
Principal Consultant: Stream Restoration Specialists	\$ 140.00/hour
Chief Engineer, P.E.	\$ 145.00/hour

Technical Staff

Field Environmental Technician, Level I	\$ 40.00/hour
Field Environmental Technician, Level II	\$ 45.00/hour
Senior Environmental Technician Level I	\$ 55.00/hour
Senior Environmental Technician Level II	\$ 65.00/hour
Senior GPS Technician	\$ 65.00/hour
Draftsman	\$ 45.00/hour
AutoCADD Draftsman	\$ 50.00/hour

Equipment and Miscellaneous Expenses

Hand Auger Services Equipment.....	\$ 35.00/hour
Concrete/Asphalt Coring Equipment	\$ 35.00/hour
Hand or Power Auger Crew (Typ. 0'-10' depth, or to refusal).....	\$ 75.00/hour
Drill Rig Standby Time (difficult moving, access problems, etc.)	\$ 140.00/hour
Drill Crew Charge for Hand Clearing or Chain Saw Clearing	\$ 135.00/hour
Drill Crew returning to site for Site Restoration	\$ 160.00/hour
Computer Services	\$ 35.00/hour
Global Positioning System	\$ 250.00/day
Charges for additional copies of reports provided	\$ 35.00/report
Charge for Fax Sent, Long Distance/Local	\$ 0.50/0.20/sheet
Meals and Accommodations, per person	\$ 100.00/day
Mileage	\$ 0.60/mile
Subcontractor Services (drilling, geo-probe, clearing, utility locator, laboratory testing, etc.)	\$ Cost + 20%
Shipping Charges for samples, reports, test equipment, etc.....	\$ Cost + 15%
Materials (piezometers, observation wells, settlement plates, etc.)	\$ Cost + 20%

- Notes: 1. Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel to and from the job.
2. Overtime, at the rate of 1.5 x standard rate, will be charged for all technical staff for work exceeding 40 hours per week, work over 8 hours per day, or during holidays, Saturdays, or Sundays.
3. A surcharge of 50 percent will be applied to all time spent in depositions and testifying in a court of law
4. A surcharge of 25 percent will be applied to all time spent on a watercraft



ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental

Mr. George Small, PE, PLS
Engineering Director
Town Hall, 3rd Floor
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514

July 1, 2008

RE: Proposal to Develop a Corrective Action Plan
Chapel Hill Parking Lot #5
West Franklin Street and Church Street
Chapel Hill, North Carolina
ECS Proposal Number 06.11067-ARev1

Dear Mr. Small:

ECS Carolinas, LLP (ECS) appreciates the opportunity to submit this proposal to develop a Corrective Action Plan (CAP) for the project proposed at the existing parking lot (designated #5) located at West Franklin Street and Church Street, Chapel Hill, NC. This proposal is provided in response to your request, and contains our project understanding, proposed scope of services, fees/costs, schedule of work and authorization requirements.

PROJECT UNDERSTANDING

According to provided information, the property identified as "Parking Lot #5" was recently owned by the Town of Chapel Hill, NC (Town), consists of approximately 1.7 acres in size, and is bounded on the east by existing businesses, on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina. A private firm plans to develop the property with a mixed-use structure, which necessitates excavation of the subgrade to an approximate depth of 20 feet below the existing ground surface (bgs).

ECS submitted a *Phase I Environmental Site Assessment Report* (ECS Project Number 06.12494) to the Town on August 18, 2004. During that time, ECS also performed a subsurface exploration on the property, reported as "*Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004." The subsurface soils beneath Parking Lot #5 were evaluated by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet bgs. Preliminary indications of potentially contaminated soil were reported during performance of the subsurface exploration phase of this project.

On March 18 and 20, 2007, ECS personnel and a drilling subcontractor advanced thirty soil test borings (borings) (SB-1 through SB-30) in targeted areas on the property. The borings were laid out to cover the site using an approximate grid network estimated to be 50 feet by 50 feet. Soil samples representing the borings were analyzed for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. One sample in this group (SB-1) was analyzed for volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) using EPA Methods 8260 and 8270,

respectively, as well as for extractable petroleum hydrocarbons (EPH) and volatile organic hydrocarbons (VPH), using Massachusetts (MADEP) Methods. This selection of analyses is collectively referred to as a "risk based analysis." and was performed to determine if the contaminant levels were detected above the Residential Maximum Soil Contaminant Concentrations (MSCCs) as determined by the North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section (UST Section).

GRO and/or DRO levels were detected at concentrations greater than the Section action levels (10 parts per million (ppm)) in seven samples. GRO and DRO were not detected in the remaining samples at levels above the laboratory detection limits. Analytical laboratory sample results for the risk-based analysis did not reveal levels of contamination above the Residential MSCCs.

To estimate the quantity of petroleum-impacted soils, ECS interpolated the data presented in the laboratory reports. The interpolation was made under the assumption that soil conditions were relatively uniform at the site and consistent with the results obtained at the boring locations. Based on approximate measurements of the property boundary and our sample locations, ECS estimated that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may be present at the site. **This estimate was preliminary in nature; the actual quantity of petroleum-impacted soils may vary based on conditions observed during soil excavation.**

During several pre-development meetings with developer and Town representatives, ECS was asked to prepare a Corrective Action Plan to address and document identification, proper handling, and disposal of the suspect petroleum-impacted soils during preliminary excavation of the construction site. Subsequently, ECS was also asked to research the possibility of obtaining a Section Dedicated Containment and Treatment Permit to dispose of excavated impacted soils on Town property.

ECS and Town of Chapel Hill personnel have investigated several appropriately-sized parcels of land and have had discussions with the entities that have jurisdiction over those properties. It is apparent at this time that a Containment and Treatment Permit to dispose of excavated impacted soils is not currently feasible. ECS has been asked to submit a proposal to develop a CAP to excavate and dispose of suspect and/or impacted soils.

SCOPE OF SERVICES

The principal purpose of the recommended Scope of Services is to develop a *Corrective Action Plan* (CAP) to address and document identification, proper handling, and disposal of the suspect petroleum-impacted soils. To accomplish this, ECS proposes the following:

Prepare a Corrective Action Plan

ECS will prepare a Corrective Action Plan, in general accordance with the UST Section, *Guidelines for Assessment and Corrective Action*, July 2001 to properly excavate, remove and dispose of the suspected contaminated soils at the site. Based on our experience in preparing similar applications, we anticipate this effort to prepare the plan to include the following:

Proposal to Develop a CAP
Parking Lot #5, Chapel Hill, North Carolina
ECS Proposal No. 06.11067-ARev1
July 1, 2008

Project Scientist, per hour	70	\$75.00	\$ 5,250.00
Attendance at meetings on as-needed basis, per hour		\$ 85.00	\$ -
Project Geologist, L.G., per hour	8	\$85.00	\$ 680.00
Principal Review and Supervision, L.G. or P.E., per hour	5	\$125.00	\$ 625.00
Total Estimated Fee for Preparation of CAP:			\$ 6,555.00

FEES/COST OF SERVICES

Based on our understanding of the project background, we estimate our fees for the proposed Scope of Services to be as presented above and in the above table.

While we don't anticipate encountering any problems, **we recommend that you budget approximately \$6,555.00 for the services outlined.** Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined. If conditions, sampling results or observations indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

PROPOSED SCHEDULE

We propose to begin the above Scope of Services immediately after receiving your written authorization to proceed. The laboratory will complete their work within 10 days of the receipt of the samples. ECS will communicate with you on a weekly basis to provide status updates on each aspect of the activities.

AUTHORIZATION

If the above Scope of Services is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date.

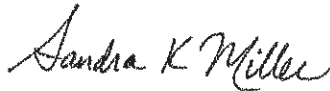
Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. To provide you with the fastest response, we prefer to provide reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate. Also, if you want rush turnaround on the samples, please indicate that on the Proposal Acceptance Form.

Proposal to Develop a CAP
Parking Lot #5, Chapel Hill, North Carolina
ECS Proposal No. 06.11067-ARev1
July 1, 2008

CLOSING

Again, thank you for the opportunity to submit this proposal to provide environmental services and serve as your environmental consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your environmental consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Sincerely,
ECS Carolinas, LLP



Sandra Miller
Environmental Scientist



Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

Attachments: Proposal Acceptance Form
 General Terms of Service

\\A_PROPOSALS\2007PROP\1067-A CHAPEL HILL LOT #5\1067-A REV1 CAP PROPOSAL (WITH DIG AND HAUL).DOC

PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Corrective Action Plan Development
Location: Chapel Hill Parking Lot #5
West Franklin Street and Church Street
Chapel Hill, North Carolina
Proposal No.: 06.11067-ARev1
Estimated Amount: \$6,555.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
Email: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoices (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: **X** _____ Date: _____
Return to: Sandra Miller Phone: 919-861-9910
ECS Carolinas, LLP Fax: 919-861-9911
9001 Glenwood Avenue
Raleigh, North Carolina 27617



General Conditions of Service

These General Conditions of Service are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS Carolinas, LLP (ECS) for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any), and current Fee Schedule.

SECTION 1: SCOPE OF WORK

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the Scope of Work and Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

SECTION 2: CLIENT DISCLOSURES

- a. The Client shall notify ECS of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.



- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Unless otherwise stated in the Agreement, additional copies shall be furnished at the rates specified in the Environmental Services Department Fee Schedule. With the exception of ECS reports to Client, all documents, including, but not limited to, original boring logs, field data, field notes, laboratory test data, calculations and estimates, and records of communication, are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and/or analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions at the Project site may vary from those encountered in borings, surveys or explorations, and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000.00 or total fee for the services rendered on this project, whichever is greater.
- b. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s), and Client shall indemnify



and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

SECTION 9: LIABILITY INSURANCE

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

SECTION 10: ARBITRATION OF DISPUTES

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association.

SECTION 11: TERMINATION

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SECTION 13: TITLES

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 14: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

SECTION 15: ASSIGNS

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 16: CHOICE OF LAW

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules).



FEE SCHEDULE
for
ECS Carolinas, LLP
ECS Proposal No. 06.11067-ARev1

ENVIRONMENTAL, ENGINEERING, TECHNICAL AND SUPPORT SERVICES

Professional Staff

Administrative Support	\$ 45.00/hour
Staff Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 65.00/hour
Staff Professional	\$ 65.00/hour
Project Scientist	\$ 65.00/hour
Project Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 75.00/hour
Staff Geologist/Hydrogeologist	\$ 75.00/hour
Senior Professional Geologist L.G. /Professional Engineer, P.E.	\$ 85.00/hour
Principal Professional Geologist L.G. /Professional Engineer, P.E.	\$ 125.00/hour
Principal Geologist/Hydrogeologist	\$ 125.00/hour
Principal Scientist/Engineer	\$ 110.00/hour
Principal Consultant: Wetlands Specialists	\$ 140.00/hour
Principal Consultant: Stream Restoration Specialists	\$ 140.00/hour
Chief Engineer, P.E.	\$ 145.00/hour

Technical Staff

Field Environmental Technician, Level I	\$ 40.00/hour
Field Environmental Technician, Level II	\$ 45.00/hour
Senior Environmental Technician Level I	\$ 55.00/hour
Senior Environmental Technician Level II	\$ 65.00/hour
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Drill Crew Charge for Hand Clearing or Chain Saw Clearing	\$ 135.00/hour
Drill Crew returning to site for Site Restoration	\$ 160.00/hour
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Meals and Accommodations, per person	\$ 100.00/day
Mileage	\$ 0.60/mile
Subcontractor Services (drilling, geo-probe, clearing, utility locator, laboratory testing, etc.)	\$ Cost + 20%
Shipping Charges for samples, reports, test equipment, etc.	\$ Cost + 15%
Materials (piezometers, observation wells, settlement plates, etc.)	\$ Cost + 20%

- Notes: 1. Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel to and from the job.
2. Overtime, at the rate of 1.5 x standard rate, will be charged for all technical staff for work exceeding 40 hours per week, work over 8 hours per day, or during holidays, Saturdays, or Sundays.
3. A surcharge of 50 percent will be applied to all time spent in depositions and testifying in a court of law
4. A surcharge of 25 percent will be applied to all time spent on a watercraft

George Small

From: SMBrown [SMBrown@ecslimited.com]
Sent: Monday, November 10, 2008 7:31 AM
To: George Small
Subject: Meeting request

George

Would you be available later this week for lunch to discuss the current status of Parking Lot #5 and your plans for the future?

Mark Brown, LG, PG, RSM
Principal Geologist

ECS Carolinas LLP
9001 Glenwood Avenue
Raleigh, NC 27617

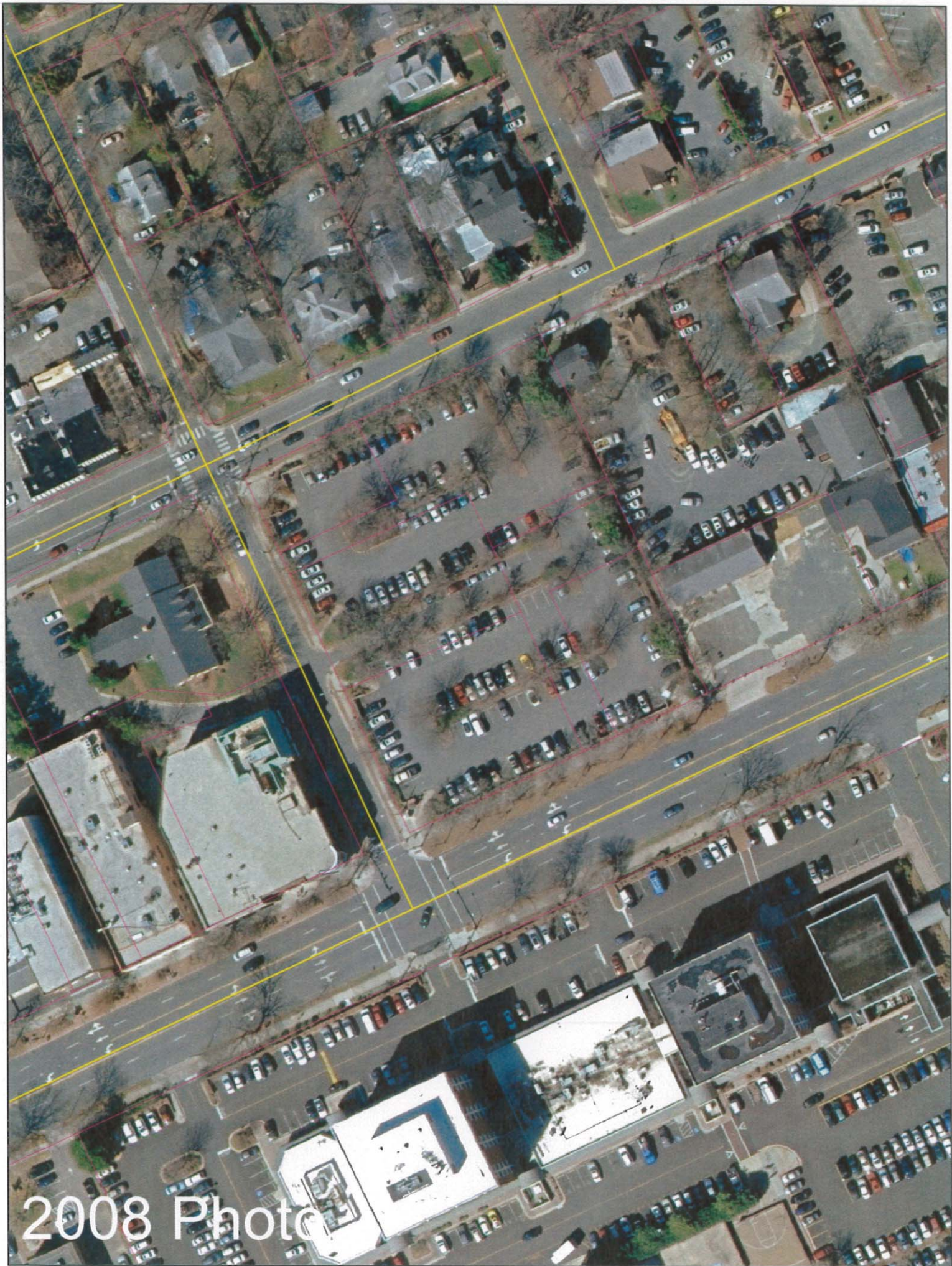
919.861.9910 (Switchboard)
919.861.9861 (Direct)
919.861.9911 (Fax)
919.291.9200 (Cell)

www.ecslimited.com

"If you find a path without obstacles, it probably doesn't lead anywhere!"
-Frank A. Clark

This message, including any attachment hereto, is confidential and proprietary. If you are not the named recipient, you are kindly requested to notify the sender immediately and to delete this message, including any attachment, from your system. You are not allowed to copy, use or maintain this message, and the contents hereof must not be disclosed to any other person.

11/10/2008



2008 Photo

Bruce

approved by the Town, as the same may, with the Town's consent, be amended from time to time.

"Architect" shall mean and refer to Cline Design Associates, the architect retained by Developer in connection with the Project.

"Architectural Drawings" refers to (i) scale drawings of all improvements proposed to be constructed as a part of the Project provided no smaller than a 1:40 or 1:50 scale including the number of residential units, the configuration and square footage of all retail/commercial space and identification of those residential units that constitute Affordable Housing; (ii) building plan view for all improvements comprising the Project; (iii) the elevations, from all sides, for all improvements comprising the Project; (iv) cross section drawings for all improvements comprising the Project; (v) scale plans at 1:40 or 1:50 for all street level improvements; (vi) outline building specifications including all primary materials and finish specifications for the Project; and (vii) all exterior colors and signage.

"Building" shall have the meaning set forth on Section 2.1(b) hereof.

"Business Day" or "business day" shall mean a day of the year that is not a Saturday, Sunday, legal holiday or a day on which national banks are not required or authorized to close in Chapel Hill, North Carolina.

"Closing" shall mean and refer to the closing of the Project Financing for the Project.

"Conditions Precedent to Developer's Performance" shall mean and refer to those conditions set forth in Section 5.2.

"Conditions Precedent to Funding" shall mean and refer to the satisfaction of the conditions precedent to the deposit of funds into the Developer's Escrow Accounts as set forth in Section 3.2(b) hereof.

"Conditions Precedent to Town's Performance" shall mean the satisfaction of each of the conditions set forth in Section 5.1.

"Construction Contract" shall mean and refer to such general construction contract complying with the terms hereof to be entered into between the Developer and a qualified general contractor or construction manager licensed to do business in North Carolina, and otherwise reasonably acceptable to the Town, for the construction of the Project, or portions thereof, including the improvements to be owned by the Town.

"Construction Documents" shall mean collectively, when referring to the Project, or to the Parking Garage and Public Space, as the context requires (i) this Agreement; (ii) the applicable Construction Contract; (iii) an agreement for architectural services between Developer and the Architect; (iv) the Project Budget, as the same may be amended and modified from time to time; (v) the Approved Architectural Drawings and the Approved Town Plans, as amended from time to time; and (vi) any and all permits, licenses, consents and authorizations, including any environmental permits and approvals, obtained from the Municipality or the North Carolina

(vii) The Lease will contain affirmative obligations to maintain all improvements developed on the Leased Premises;

(viii) The Lease will provide to the Developer, to the extent permitted by applicable law, the right of first refusal to meet any bona fide offer to purchase the Leased Premises, or any portion thereof, which the Town proposes to accept, on the same terms and conditions of such offer;

(ix) The Town and the Developer will sign the Lease and record the Lease in full contemporaneously with Closing;

(x) Deleted;

(xi) Deleted;

(xii) Deleted; and

(xiii) Deleted.

2.3 Approval and Review Rights.

(a) Submissions. The provisions of this Section 2.3(a) shall be applicable with respect to all instances in which it is provided in this Agreement that the Town has "approval" or "review rights" with respect to the Architectural Drawings, Parking Garage and Public Space, Construction Documents, Construction Contracts, Project Budget, Condominium Declaration, and other documents, persons or entities relating to construction of the Project. As used herein the term "approval rights" shall mean, without limiting the generality of such term, all instances in which the Developer is required to make a Submission to the Town of any specifications, document, notice or determination of the Developer, its Architect or any construction contractor and with respect to which the Town has the right hereunder to approve or disapprove such Submission. The term "review rights" as used herein shall mean, without limiting the generality of such term, all instances in which the Developer is required to make a Submission to the Town and the Town is entitled to review such information for the purpose of determining that the same comply with the Approved Architectural Drawings or determining whether such Submission has the effect of changing a previously approved Submission with respect to which the Town has approval rights. All Submissions to the Town for approval or review as contemplated by this Section 2.3(a) shall specify, in reasonable detail, those elements of the Submission that the Town is requested to approve or review. The Project Coordinators for the Developer and the Town shall develop time periods for the approval or review by the Town of all Submissions that are mutually acceptable to the Town and the Developer. Such time periods shall take into account the matter to be approved or reviewed, its complexity and any impact the time for approval or review may have on the Scheduled Completion Date, it being acknowledged by the Town and the Developer that review of some of the architectural work during the early stages of the design process will require substantial periods of time for review and that a delay in responding to a Submission will impact the Scheduled Completion Date. If the Town Project Coordinator and Developer Project Coordinator cannot mutually agree as to a specific approval period for a specific matter requiring the Town's approval or review, the Town shall have ten (10) business days to respond to the Submission involved. Failure of the Town to respond to a Submission in

writing setting forth with specificity the Town's objections thereto and within the time limits established as provided herein shall be deemed to be an approval on behalf of the Town, provided that such failure to respond continues for more than two (2) business days after notice of such failure from the Developer. To the extent that a Submission has been approved or deemed approved by the Town, such approval shall not be withdrawn. The Town shall not unreasonably withhold or delay its approval of any Submission hereunder. The Developer Project Coordinator and Town Project Coordinator shall develop an agreed upon form for Submissions consistent with this Section 2.3(a). Approval or consent by the Town of or to a Submission, unless specifically provided otherwise, shall neither (i) relieve the Developer of its duties, obligations or responsibilities under this Agreement (including any indemnification obligations to the extent herein provided) with respect to the matter so submitted, nor (ii) shift the duties, obligations or responsibilities of the Developer with respect to the submitted matter to the Town.

→ (b) Approval/Review Rights; Architectural Drawings. The Developer shall submit the Architectural Drawings for the Project to the Town's Project Coordinator for approval as to the exterior elevations, proposed building materials and exterior finish of those improvements to be owned by the Developer. In the event that the Town has objections to any part or portion of the exterior elevations, proposed building materials, or exterior finish of the improvements to be owned by the Developer as reflected in the Architectural Drawings, the Town's Project Coordinator shall advise the Developer of the same, in writing setting forth with specificity the Town's objections thereto. The Developer shall continue to resubmit the Architectural Drawings until the same have been approved by the Town. Once approved, such Architectural Drawings, as the same may be modified as required by the Municipality in connection with the issuance of the special use permit or in order to obtain the building permits, shall constitute the "Approved Architectural Drawings" for purposes of this Agreement. The Developer will not modify or change the Approved Architectural Drawings without the Town's approval. In the event that the Town shall subsequently require a modification of the Approved Architectural Drawings such that the same requires Developer to incur costs or expenses in excess of the costs associated with the previously Approved Architectural Drawings, then the Town shall have the option of either (i) paying to the Developer such additional costs to be incurred by Developer as a result of the requested change, or (ii) waiving the requested modifications to the Approved Architectural Drawings. Additionally, the Developer shall submit to the Town's Project Coordinator for the Town's review all schematic design drawings, design development documents, Construction Documents and the Project Budget for the Project and all modifications and amendments to the same for the limited purpose of determining that the same comply with the Approved Architectural Drawings. In the event that the Town, in reviewing a Submission pursuant to this Section 2.3(b), determines that the same materially and negatively impact the Approved Architectural Drawings for the Project, and the same no longer conforms to the Approved Architectural Drawings, the Town Project Coordinator shall notify the Developer of such objection, setting forth in writing with specificity the nature of the Town's objections to the same. The Developer shall continue to make appropriate revisions to such Submission(s), at the Developer's sole cost and expense, until the same are approved by the Town as conforming to the Approved Architectural Drawings. In connection with its approval and review of a Submission, the Town's Project Coordinator shall use reasonable best efforts to obtain confirmation from the Municipal planning board that the Submission is in compliance with the

Municipality's regulations and requirements, and advise the Developer of any aspects of the Submission that fail to satisfy such regulations and requirements.

(c) Special Approval Rights: The Parking Garage and Public Space. The Town in its capacity as the owner of the Parking Garage and Public Space shall have the right to approve in all respects the schematic design drawings, design development documents, Construction Documents and Town Project Budget for the Parking Garage, all aspects of the Public Space and all modifications or amendments thereto. In this regard the Town anticipates retaining a consultant, experienced in the design and operation of similar type parking facilities, to assist the Town in its review of the Parking Garage design. In the event the Town objects to any part or portion of the Developer's Submission under this Section 2.3(c) the Town shall advise the Developer of the same in writing setting forth with specificity the Town's objections thereto. The Developer shall continue to resubmit such plans and specifications and other documentation relating to the Parking Garage and Public Space until the same have been approved by the Town. Once such Submission(s) have been approved by the Town, the same, as may be modified as required by the Municipality in connection with the issuance of the special use permit or in order to obtain the building permits, shall constitute the Approved Town Plans for purposes hereof. No change or modification shall be made to the Approved Town Plans without the prior written approval by the Town following a Submission of the proposed modification or change to the Town unless required by the Municipality pursuant to applicable law or regulation. In the event that the Town shall subsequently require a modification of the Approved Town Plans such that the same requires Developer to incur costs or expenses in excess of the costs associated with the previously Approved Town Plans, then the Town shall have the option of either (i) paying to the Developer such additional costs to be incurred by the Developer as a result of the requested change or (ii) waiving the requested modifications to the Approved Town Plans.

(d) Review Rights: Commercial/Retail Space. The commercial/retail components of the Project are vital to the Town and its citizens. The tenant mix (e.g., the types of tenants, local, regional or national chains, etc., but not specific tenants), the configurations and square footage for the retail/commercial components and the property manager for the same shall be subject to the reasonable review of the Town with the opportunity to provide input into the same. Developer agrees to focus its leasing efforts toward obtaining tenants that will create a retail environment that is not substantially similar to the environment of traditional malls.

(e) Limited Review Rights: Project Budget. The financial stability of the Developer and its financial capacity to complete the Project consistent with the Approved Architectural Drawings is critical to the Town as the landowner. Accordingly, the Town shall have reasonable review rights over the Project Budget and all modifications thereof but only for the limited purpose of verifying compliance with the Approved Architectural Drawings and the Approved Town Plans and to ensure that Developer's Equity is sufficient to complete the Project. The Project Budget shall (i) be certified by the Developer as being complete in all material respects and (ii) be accompanied by a certification (subject to customary qualifications and exclusions) from a construction management firm unrelated to Developer and reasonably acceptable to the Town and the Developer (and if such is not readily available, then a certification from the Developer's Lender) certifying that to the best of its knowledge the Project Budget is reasonable in light of standards applicable to comparable projects. The Project Budget

may be modified and amended by Developer from time to time in order to reflect changes in the Approved Architectural Drawings or Approved Town Plans and other normal contingencies incurred in the course of developing and constructing a project of the scope and size of the Project. Developer shall keep the Town reasonably informed of all material changes to the Project Budget and shall provide the Town, on a monthly basis, a report as to the status of construction and a comparison of actual construction costs incurred as of such date to the Project Budget as provided by the Architect hired by the Developer to certify the amount of Work complete in connection with each monthly draw request from the Developer's Lender.

(f) Approval Rights: Developer's Team. The Town shall have the right to approve the key members of Developer's management team assigned to the Project including the job superintendent, which such approval shall not be unreasonably withheld, conditioned or delayed.

(g) Updating Schedule. During the design process the Developer shall establish and update as necessary the "Schedule" (as provided for in Section 2.4) setting forth the dates for delivery of the various design documents.

(h) Disputes. The Developer and the Town agree to attempt in good faith to resolve expeditiously any disputes concerning the approval of or consent to any Submission. Any disputes that arise between the Developer and the Town respecting the approval or consent process set forth in this Article II shall be resolved through an expedited dispute arbitration process as described on Exhibit K hereto. In the event a dispute arises as to any Submission that is submitted to an expedited arbitration process under this Section 2.3(h) then the number of days expended in resolving such dispute shall result in each deadline imposed on Developer as set forth herein being extended by an equal number of days.

(i) Pre-Construction Work. The Developer agrees to use commercially reasonable efforts to complete all Pre-Construction Work as follows:

(1) Submit to the Municipality an application for a special use permit for the Project on or before March 20, 2007, which application shall be based on the concept plan previously reviewed by the Town Council in connection with the approval of this Agreement. The application for the special use permit shall be in the name of the Town as the land owner;

(2) Complete and submit to the Town for its approval the Architectural Drawings for the Project and secure the Town's approval of the same on or before September 4, 2007; provided, however, the parties acknowledge and agree that the Architectural Plans, once approved by the Town, may require revision in order to satisfy the requirements of the Municipality in connection with securing a special use permit and any material change to the Approved Architectural Drawings or Approved Town Plans as a result thereof shall not be subject to the Town's approval;

(3) Secure a Special Use Permit from the Municipality on or before December 31, 2007, provided, however, in the event Developer must revise the

REVISED RESOLUTION A
(Recommendation)

**A RESOLUTION APPROVING A SPECIAL USE PERMIT APPLICATION
FOR DOWNTOWN ECONOMIC DEVELOPMENT INITIATIVE –
PARKING LOT FIVE DEVELOPMENT (FILE NO. 9788-27-3068)
(2007-06-27/R-17a)**

BE IT RESOLVED by the Council of the Town of Chapel Hill that it finds that the Special Use Permit application for Downtown Economic Development Initiative – Parking Lot Five Development, as proposed by the Ram Development Company, on property identified as Orange County, Property Identifier Numbers 9788-27-3068, 9788-27-6139, 9788-27-7042, 9788-27-7101, 9788-27-7251, 9788-27-8102, and 9788-27-8107 if developed according to the plans dated February 13, 2007 (revised April 23, 2007), and the conditions listed below, would:

1. Be located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare;
2. Comply with all required regulations and standards of the Land Use Management Ordinance, including all applicable provisions, and with all other applicable regulations, with the modifications listed below;
3. Be located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property; and
4. Conform with the general plans for the physical development of the Town as embodied in the Land Use Management Ordinance and in the Comprehensive Plan.

BE IT FURTHER RESOLVED by the Town Council of Chapel Hill that it finds, in this particular case, that the following modifications satisfy public purposes to an equivalent or greater degree:

1. Modification of Section 3.8-1 to modify maximum primary building height regulations to exceed the Town Center-3 zoning district maximum height regulations of 44 feet, by 10 feet, for a total of 54 feet on the north and south elevations, West Rosemary Street and West Franklin Street frontages respectively;
2. Modification of Appendix A, Definition of Building Envelope, to modify the rise to run ratio in the Town Center-3 zoning district from 1:1 to 1:0.25 on the west and east elevations, Church Street frontage and interior property line respectively.

This finding is based on a determination that public purposes are satisfied to an equivalent or greater degree as the proposal involves redevelopment of a downtown “opportunity site” as identified in the Downtown Small Area Plan.

BE IT FURTHER RESOLVED that the Town Council hereby approves the application for a Special Use Permit for the Downtown Economic Development Initiative – Parking Lot Five Development in accordance with the plans listed above and with the conditions listed below:

Stipulations Specific to the Development

1. That construction begin by June 27, 2009 (two years from approval date) and be completed by June 27, 2012 (five years from approval date).
2. Land Use Intensity: This Special Use Permit authorizes residential, office type business, and convenience and general business uses and land use intensity requirements as specified below:

Land Use Intensity	
Net Land Area	76,210 s.f.
Total Maximum Floor Area	302,165 s.f.
Convenience/General-Type Business and/or Office Type Business Floor Area	30,690 s.f.
Maximum Residential Floor Area	271,475 s.f.
Maximum Primary Height	54 ft.
Maximum Secondary Height	120 ft.
Maximum Residential Units	140 units
Affordable Residential Units	Between 24 and 27 Bedrooms and Approximately 12,000 s.f. of floor area
Maximum Impervious Surface Area	87,595 s.f.
Maximum Vehicular Parking Spaces	340
Maximum Percentage of Compact Vehicular Parking Spaces	15% on P1 deck / 20% on P2 deck
Minimum Bicycle Parking Spaces	76
Minimum Recreation Space	10,059 s.f. and/or payment-in-lieu of Recreation Space

Stipulations Related to Affordable Housing

3. Affordable Housing Plan: The developer shall provide an Affordable Housing Plan that addresses the following items, for approval by the Town Manager prior to issuance of a Zoning Compliance Permit:
 - a. Provide between 24 and 27 total bedrooms comprised of 1-bedroom and 2-bedroom dwelling units, with approximately 12,000 square feet of floor area;
 - b. Marketing of the dwelling unit(s);
 - c. Setting the rates of the units; the pricing of the affordable housing units

shall be subject to the approval of the Town Manager prior to the issuance of a Zoning Compliance Permit;

- d. Adequate assurances of the time period that the designated units will remain affordable in perpetuity;
- e. That Certificates of Occupancy are issued as a proportionate percentage of affordable units (15%) are available for occupancy, compared to the number of market units constructed (ex. for every 6 market rate units, 1 affordable unit);
- f. Ensure that required condominium association fees remain affordable in perpetuity for the affordable units. Common expense assessments for the designated affordable units will not exceed 1.5 percent of the selling price of the unit for the 12 month period following the date of first conveyance of a leasehold condominium. (e.g. - \$85,000 sale price = maximum \$1,275 for the first year averaging \$106.25 per month). Any subsequent increases in common expense assessments in any one year shall not increase by more than the greater of (a) the increase in the Consumer Price Index for the prior year, (b) the percentage increase in the median household income for the standard metropolitan statistical area in which Chapel Hill is located. An equitable adjustment to any common expense assessment reflecting any utility charges (water, sewer, heating, air conditioning and electrical) that are master metered (so that all units, market rate or affordable, have a share in the cost) shall not be included with regard to the 1.5 percent limitation.

4. Payment to Study Affordable Housing Strategies: The applicant shall provide a \$25,000 payment to the Town to study strategies for keeping affordable housing affordable, prior to the issuance of a Zoning Compliance Permit.
5. Location of Parking for Affordable Housing Units: The applicant shall provide parking spaces for affordable dwelling units in the underground parking deck. The design is subject to Town Manager approval prior to issuance of a Zoning Compliance Permit.

Stipulations Related to Schools Adequate Public Facilities Ordinance

6. Schools Adequate Public Facilities Ordinance: The applicant shall provide the necessary Certificates of Adequacy of Public Schools prior to the issuance of a Zoning Compliance Permit.

Stipulations Related to Recreation and Public Facilities

7. Recreation Facility Requirement: The applicant shall provide the equivalent of 10,059 square feet of recreation space with a combination of indoor recreation space, outdoor (roof-top) recreation space, and a payment-in-lieu of recreation space, subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
8. Public Programming Payment: The applicant shall provide a \$200,000 payment to the Town, at a time deemed appropriate

by the Town Manager, for programming of events in the public space.

Stipulations Related to Transportation

9. Signal Retiming Fee: The applicant shall provide a \$2,000 payment to review and revise the signal timing plans, as related to traffic operations, at the West Rosemary Street / Church Street intersection and the West Franklin Street / Church Street intersection, prior to issuance of a Zoning Compliance Permit.
10. Parking Deck Lane Design: The applicant shall widen the proposed parking deck ramp from the street to 30 feet wide and provide 2 lanes, to potentially be reconfigured to 3 lanes by Town Parking Services as conditions warrant. The parking deck design is subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
11. Parking Deck Design: The design for the below grade parking facility shall include an access driveway on West Rosemary Street. The parking decks and associated amenities shall be designed and constructed to meet Town standards unless an alternative design is approved by the Town Manager.
12. Parking Lot Exit Ramp Warnings: The applicant shall provide a stop sign and audible warning at the parking lot exit ramp at West Rosemary Street to enhance pedestrian safety. The applicant shall also provide signs near the entrance and exit of the parking deck that warns motorists to "watch for pedestrians and bicycles" or the like. The design is subject to Town Manager approval prior to issuance of a Zoning Compliance Permit.
13. Parking Facility Directional Sign Plan: The applicant shall provide a parking facility directional sign plan, including pavement markings, subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
14. Parking Facility Safety Plan: The applicant shall provide a Parking Facility Safety Plan, including safety measures such as closed circuit televisions, panic stations, and similar safety features, as well as Final Plan notes indicating who will be responsible for traffic control equipment in the event of an emergency, subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
15. At Grade Driveway Crossings of Sidewalks: The applicant shall provide a parking lot exit driveway crossing at grade with sidewalks, built to Town standards. The applicant shall provide a sidewalk that is differentiated in tone and texture to alert pedestrians to the driveway crossing. The design is subject to Town Manager approval prior to issuance of a Zoning Compliance Permit.
16. Pay Stations: The applicant shall provide a minimum of three Shelby pay stations with wireless capabilities, or the like, locations to be determined on the upper public parking deck. The parking deck pay station plan shall be designed

to Town standards and be reviewed and approved by the Town Manager, prior to issuance of a Zoning Compliance Permit.

17. Compact Parking Spaces: The applicant shall provide no more than: 1) 15 percent compact vehicular parking spaces on the public P1 (upper) parking deck; and 2) 20 percent compact parking spaces on the private P2 (lower) parking deck. The parking deck and associated amenities shall be designed to Town standards and the plan shall be reviewed and approved by the Town Manager, prior to issuance of a Zoning Compliance Permit.
18. Bicycle Parking: The applicant shall provide a minimum of 76 on-site bicycle parking spaces, including 22 Class I bicycle parking spaces on each of two parking decks. The applicant shall also provide 22 Class II bicycle parking spaces above ground placed around the site in the public space and 10 Class II parking spaces on the public P1 (upper) parking deck. The bicycle spaces shall comply with the Town's Class I and Class II Design Manual standards. The bicycle parking space plan is subject to Town Manager approval prior to the issuance of a Zoning Compliance Permit.
19. Streetscape and Sidewalks: The applicant shall provide 30-inch curb and gutter, approximately 7- to 13.5 foot-wide sidewalks, approximately 4- to 13-foot wide amenity strips, trees and tree grates, and decorative lighting on the West Franklin Street, Church Street, and West Rosemary Street frontages of the site subject to consistency with the Downtown Streetscape Master Plan and Town Manager approval prior to issuance of a Zoning Compliance Permit.
20. Sidewalk Design Standards: The applicant shall construct pedestrian accessible sidewalks that are a minimum of seven feet wide, except for a short five-foot wide sidewalk segment adjacent to the building columns on the Church Street frontage, built to Town standards. The final design shall be subject to consistency with the Downtown Streetscape Master Plan and Town Manager approval prior to issuance of a Zoning Compliance Permit.
21. Downtown Streetscape Master Plan: The applicant shall provide a detailed design of all proposed Streetscape and sidewalk lighting improvements, consistent with recommendations being developed by design consultants hired by the Town to revise the Downtown Streetscape Master Plan, subject to Town Manager and NCDOT approval, where appropriate, prior to issuance of a Zoning Compliance Permit.
22. Church Street Sidewalk: If adequate public right-of-way exists, the applicant shall provide a 5-foot wide Town standard sidewalk with 30-inch curb and gutter on the west side of Church Street, in front of the NC Institute of Pharmacy building, connecting the existing sidewalk segment towards the south end of Church Street with the West Rosemary Street intersection. The design is subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit. The applicant shall provide a payment-in-lieu of sidewalk construction should right-of-way not be available prior to issuance of a Certificate of Occupancy.

23. Church Street Alternative Curb Section: The applicant may construct a low-profile valley curb with detachable bollards, beginning at the intersection of West Franklin Street, for approximately the first 75 feet on the east side of Church Street. The applicant may provide a transition into Town Standard 30-inch curb and gutter to be constructed for the remainder of Church Street to West Rosemary Street. If determined appropriate, the preceding design alternative to Town standard requirements, is subject to Town Manager approval prior to issuance of a Zoning Compliance Permit.
24. Scored Concrete Alternative on Church Street: The applicant may provide a scored concrete design feature, or similar, beginning at the intersection of West Franklin Street, for approximately the first 75 feet of Church Street, adjacent to the alternative low-profile valley curb and gutter. If determined appropriate, the preceding design alternative to Town standard requirements, is subject to Town Manager approval prior to issuance of a Zoning Compliance Permit.
25. West Rosemary Street Sidewalk: Right-of way acquisition by the Town permitting, the applicant shall construct a five-foot wide Town standard sidewalk with 30-inch curb and gutter on the north side of West Rosemary Street, between Pritchard Avenue and Church Street, design subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit. The applicant shall provide a payment-in-lieu of sidewalk construction should right-of-way acquisition not be complete prior to the issuance of the first Certificate of Occupancy.
26. Streetscape Tree Plantings: The applicant shall provide structural soil to create tree planting pits in the streetscape, approximately 10 feet long, four feet wide, and two feet deep. The location of street trees shall not conflict with pedestrian access to on-street parking. The final design and locations shall be reviewed and approved by the Town Manager prior to issuance of a Zoning Compliance Permit.
27. Bus Stop Amenities: The applicant shall upgrade three existing bus stop locations with bus stop amenities or provide a payment-in-lieu of such amenities, prior to issuance of a Zoning Compliance Permit. The locations of the bus stops to be improved are as follows:
 - a) West Rosemary Street (North Side) West of Pritchard Avenue: The applicant shall provide bus stop amenities, including a bus stop shelter, solar generated passenger information system and lighting (solar orientation permitting), a bench, and trash receptacle.
 - b) West Rosemary Street (South Side) East of Site Frontage: The applicant shall relocate the existing bus stop approximately 90 feet to the eastward on the West Rosemary Street frontage, about 40 feet beyond the eastern property line, and provide bus stop amenities, including a bench.

- c) West Franklin Street (North Side) West of Church Street: The applicant shall provide bus stop amenities, including a bus stop shelter, solar generated passenger information system and lighting (solar orientation permitting), a bench, and trash receptacle.

The final designs and locations of bus stop improvements shall be reviewed and approved by the Town Manager prior to the issuance of a Zoning Compliance Permit.

- 28. West Rosemary Street Crosswalk: The applicant shall provide a striped pedestrian crosswalk on West Rosemary Street near the bus stop on the north side of the street, west of Pritchard Avenue, design subject to Town Manager approval prior to the issuance of a Zoning Compliance Permit.
- 29. Transportation Management Plan: A Transportation Management Plan shall be approved by the Town Manager prior to issuance of a Zoning Compliance Permit for the office portion of the development. This plan shall be updated and approved annually by the Town Manager. The required components of the Transportation Management Plan shall include:
 - a) Provision for designation of a Transportation Coordinator;
 - b) Provisions for an annual Transportation Survey and Annual Report to the Town Manager;
 - c) Quantifiable traffic reduction goals and objectives;
 - d) Ridesharing incentives;
 - e) Public transit incentives; and
 - f) Other measures subject to approval by the Town Manager.

Stipulations Related to Landscaping and Architecture

- 30. Landscape Protection, Planting and Maintenance Plan: The applicant shall provide a Landscape Protection, Planting and Maintenance Plan for all vegetated areas, subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
- 31. Parking Facility Design and Lighting Plan Approval: The lighting plan for the parking facility shall be reviewed and approved by Parking Services and the Police Department, prior to issuance of a Zoning Compliance Permit.
- 32. Plaza Design and Lighting Plan Approval: The plaza design, including handicapped access and lighting, shall be reviewed by the Parks and Recreation Department, the Police Department, the Downtown Partnership, and others as designated by the Town Manager. The plaza plan is subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
- 33. Community Design Commission Review: The Community Design Commission shall review and approve a building elevation plan, including rooftop mechanical equipment, and a lighting plan for this site. The Commission shall take additional care during review to ensure that the proposed lighting plan will

minimize: 1) upward light pollution; and 2) offsite spillage of light, prior to issuance of a Zoning Compliance Permit.

Stipulations Related to Environmental Issues

34. Leadership in Energy and Environmental Design (LEED) Technologies: The applicant shall provide evidence from a LEED certified consultant that they have provided a minimum of 26 LEED standard performance credits, to be reviewed by the Town Manager, within a reasonable period after substantial completion of construction.
35. Twenty Percent Energy Efficiency Feature: The Final Plan application for the Special Use Permit shall incorporate a "20 percent more energy efficient" feature into the site and building plans, relative to the efficiency standard of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), in effect at the time of building permit issuance and as approved by the Town's Inspections Department. Other comparable standards generally recognized as applicable to building energy consumption, as amended and in effect at the time of building permit issuance, may be used by applicants when incorporating the "20 percent more energy efficient" feature into their plans, subject to Town Manager approval.
36. Energy Management Plan: The applicant shall provide an Energy Management Plan that considers utilizing sustainable energy, currently defined as solar, wind, biofuels, and hydroelectric power, in the proposed development. The Energy Management Plan considers the purchase of carbon offset credits and green power production through coordination with the NC Greenpower program. The Energy Management Plan shall provide for an acceptable level of increased energy efficiency that ensures indoor air quality and adequate access to natural lighting, and allows for the proposed utilization of sustainable energy in a development. The Energy Management Plan shall be reviewed and approved by the Town Manager prior to issuance of a Zoning Compliance Permit.
37. Underground Storage Tanks: Prior to the issuance of a Zoning Compliance Permit the applicant shall notify the Town if underground storage tanks are encountered and provide confirmation that the State has approved plans for the removal of underground fuel tanks, or similar features, and associated other site remediation actions.
38. Stormwater Management Plan: Prior to the issuance of a Zoning Compliance Permit the applicant shall provide detailed stormwater plans and calculations to demonstrate the project will meet the stormwater management requirements of the Land Use Management Ordinance including 85 percent total suspended solids removal, the retention of the stormwater run-off volume for the two year storm, and control of the stormwater runoff rate for the 1-year, 2-year, and 25-year storms.
39. Reserved Storm Drainageway: All stormwater detention, treatment, and conveyance facilities shall be located within an easement entitled: "Reserved

Storm Drainageway.” A storm drainageway shall be reserved from any stormwater management feature that would obstruct or constrict the effective conveyance and control of stormwater from or across the property, for all engineered stormwater structures above and below ground, and for all conveyance systems such as pipes, streams, or ditches if such systems convey, divert, or otherwise manage surface water flowing onto the property/site from off-site areas. The Reserved Storm Drainageway shall be defined on the appropriate final plan sheet(s) and recorded on the final plat. Maintenance access to the Reserved Storm Drainageway must be provided and shown on the plans.

40. Stormwater Operations and Maintenance Plan: Prior to issuance of a Zoning Compliance Permit, the applicant shall submit an Operations and Maintenance Plan for the private stormwater infrastructure for approval by the Town Stormwater Engineer. The plan shall be signed by the owner and be recorded with the Reserved Drainageway Easement documents at the Registrar of Deeds prior to a Certificate of Occupancy.
41. Erosion Control: A detailed soil erosion and sedimentation control plan, including provision for maintenance of facilities and modifications of the plan if necessary, shall be approved by the Orange County Erosion Control Officer and the Town Manager prior to issuance of a Zoning Compliance Permit. A performance guarantee shall be provided, if more than one acre of land is disturbed, in accordance with Section 5-97.1 Bonds of the Town Code of Ordinances prior to issuance of any permit to begin land-disturbing activity.
42. Silt Control: The applicant shall take appropriate measures to prevent and remove the deposit of wet or dry silt on adjacent paved roadways.
43. Open Burning: The open burning of trees, limbs, stumps, and construction debris associated with this development is prohibited.

Stipulations Related to Refuse and Recycling

44. Refuse Area Details: The applicant shall provide dimensioned details as well as appropriate signage and lighting for the refuse area. We recommend that prior to the issuance of a Zoning Compliance Permit, the Town Manager review and approved a refuse facility design.
45. Solid Waste Management Plan: That prior to the issuance of a Zoning Compliance Permit, the Town Manager will review and approve a Solid Waste Management Plan, including provisions for private waste and recycling collection, management and minimizing of construction debris, and demolition waste.
46. Recycling Trees Removed From Site: The applicant shall give the trees cut down on the site to the Chapel Hill Downtown Partnership, which has proposed providing them to North Carolina artists, for artistic purposes. If the Partnership cannot convey the wood in a timely manner, we the applicant shall comply with

Orange County Solid Waste Department's regulations and recycle the wood as garden mulch, for example.

47. Private Collection: That prior to the issuance of a Zoning Compliance Permit the applicant shall provide a letter from a private service confirming that solid waste disposal and recycling service will be provided for the proposed development.

Stipulations Related to Utilities and Services

48. Utility/Lighting Plan Approval: The final utility/lighting plan shall be approved by Duke Energy Company, Orange Water and Sewer Authority, BellSouth or GTE, Public Service Company, Time Warner Cable, and other applicable utilities and the Town Manager prior to issuance of a Zoning Compliance Permit.
49. Protection of Existing Utility Lines: To avoid damage to underground utility lines beneath streets adjacent to the site, the applicant shall not place heavy equipment, construction trailers, and the like, on top of such lines, subject to Town Manager and utility provider approval prior to issuance of a Zoning Compliance Permit.
50. Placement or Relocation of Utility Lines Underground: The final plans shall indicate that all proposed utility lines, except three-phase electric lines, shall be placed underground. Electrical utility lines required to provide service to this proposed development, on the Church Street frontage of the site, shall be placed underground, subject to review and approval by Duke Energy and the Town Manager.
51. Recommendations for Future Utility Plans: That during final plan review the applicant shall review the utility plan with Duke Energy for their consideration and recommendation, where practical, as to how the construction and design of this proposed development could accommodate the installation of underground utilities, at a time such relocation occurs.
52. Fire Flow: The applicant shall provide a fire flow report, prepared by a registered professional engineer in the State of North Carolina, showing that flows meet the minimum requirements of the Design Manual, be approved prior to issuance of a Zoning Compliance Permit.
53. Residential Fire Safety Requirements: The applicant shall provide fire and life safety protection plans and design details that meet the requirements of the North Carolina Department of Insurance, Office of the State Fire Marshall, the Building Code provisions for High Rise construction, and NFPA 101 Life Safety Code. The design is subject to approval by the Town Manager prior to issuance of a Building Permit.
54. Additional Fire Safety Requirements: The applicant shall provide the following fire safety plans and design details, subject to approval by the Town Manager

prior to issuance of a Building Permit:

- a) Provide a sprinkler system that meets the requirements of NFPA 13 and the North Carolina Fire Code. The Fire Department Connection shall be located on either the Church Street or West Franklin Street side of building, accessible for fire apparatus, and within 50 feet of a fire hydrant.
- b) Provide a Standpipe System in accordance with NFPA 14 and the NC Fire Code. The maximum length to any point from any standpipe cabinet shall be no greater than 130 feet. Standpipes must be provided in stairwells at levels 1, parking 1, and parking 2.
- c) Provide an alarm system that is fully addressable with remote enunciator panels in locations approved by the Fire Marshal.
- d) Provide a Fire Command Center in an area easily accessible to firefighters that shall be approved by the Fire Marshal, on the Church Street side of the structure. The FCC shall provide a central monitoring site for all fire protection systems.
- e) Provide areas of refuge, escape plans, and smoke removal requirements that shall meet NFPA 101, 88A, and the North Carolina Fire Code.

Miscellaneous Stipulations

55. Notification of Public Space: That the applicant shall include in each contract for the sale of a residential condominium unit and each deed of a condominium unit the following language:

“This unit is on the site of a development project that includes, at the corner of Church Street and Franklin Street, a Public Plaza. Programming for this Plaza includes outdoor fairs, musical performances, and other entertainment events. These scheduled events and other unscheduled activities during daytime and nighttime will generate light and noise which may be noticeable in this condominium unit.”

56. Recordation of Recombination Plat: The applicant shall provide a recombination plat that combines the existing lots, subject to Town review and approval prior to recordation by the Orange County Register of Deeds, prior to issuance of a Building Permit.
57. Detailed Plans: The applicant shall provide final detailed site plans, grading plans, utility/lighting plans, stormwater management plans (with hydrologic calculations), and landscape plans and landscape maintenance plans be approved by the Town Manager prior to issuance of a Zoning Compliance Permit, and that such plans conform to the plans approved by this application and demonstrate compliance with all applicable conditions and the design standards of the Development Ordinance and the Design Manual.

58. Detailed Construction Plans: The applicant shall provide detailed construction plans, including street profiles and cross-sections, stormwater drainage, utilities, pavement design, and pavement marking, subject to Town Manager approval, prior to issuance of a Zoning Compliance Permit.
59. Construction Sign Required: The applicant shall post a construction sign that lists the property owner's representative, with a telephone number, the contractor's representative, with a phone number; and a telephone number for regulatory information prior to commencement of any land disturbing activities. The construction sign may have a maximum of 32 square feet of display area and may not exceed 8 feet in height. The sign shall be non-illuminated, and shall consist of light letters on a dark background. A detail of the proposed sign and site location shall be reviewed and approved by the Town Manager prior to the issuance of a Zoning Compliance Permit.
60. Construction Management Plan: A Construction Management Plan shall be approved by the Town Manager prior to issuance of a Zoning Compliance Permit. The Construction Management Plan shall include: 1) how construction vehicle traffic will be managed; 2) identify parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods; 3) indicate construction staging and material storage areas; and 4) identify construction trailers and other associated temporary construction management structures.
61. Traffic and Pedestrian Control Plan: The applicant shall provide a Work Zone Traffic Control Plan for movement of motorized and non-motorized vehicles on any public street that will be disrupted during construction. The plan must include a pedestrian management plan indicating how pedestrian movements will be safely maintained. The plan shall specify that, at least five working days prior to any proposed lane or street closure, the applicant shall apply to the Town Manager for a lane or street closure permit. The plan must be reviewed and approved by the Town Manager prior to the issuance of a Zoning Compliance Permit.
62. Temporary Off-Site Construction Easements: Prior to the issuance of a Zoning Compliance Permit, the applicant shall provide a recorded copy of any required off-site construction easements authorizing off-site construction work at grade or below grade. The easement must be reviewed and approved by the Town Manager, and if applicable by NCDOT, prior to recordation.
63. NCDOT Approvals: Plans for improvements in the North Carolina Department of Transportation (NCDOT) Right-of-Way shall be approved by NCDOT prior to issuance of a Zoning Compliance Permit for the subject phase of development.
64. As-built Plans: As-built plans in DXF binary format using State plane coordinates, shall be provided for street improvements and all other existing or proposed impervious surfaces prior to issuance of the Certificate of Occupancy.

65. Certificates of Occupancy: No Certificates of Occupancy shall be issued until all required public improvements are completed; and that a note to this effect shall be placed on the final plat.

That if the Town Manager approves a phasing plan, no Certificates of Occupancy shall be issued for an individual phase until all required public improvements for that phase are complete; no Building Permits for any phase shall be issued until all public improvements required in previous phases are completed to a point adjacent to the new phase, and if applicable a note to this effect shall be placed on the final plan and/or plat.

66. Continued Validity: The continued validity and effectiveness of this approval is expressly conditioned on the continued compliance with the plans and conditions listed above.
67. Non-severability: If any of the above conditions is held to be invalid, approval in its entirety shall be void.

BE IT FURTHER RESOLVED by the Council of the Town of Chapel Hill that the Council hereby approves the Special Use Permit application for Downtown Economic Development Initiative – Parking Lot Five Development as proposed by the Ram Development Company.

This the 27th day of June, 2007.

George Small

From: Bruce Heflin
Sent: Monday, March 03, 2008 4:52 PM
To: George Small
Subject: FW: ECS Project No. 14973
Attachments: update letter to B Letteri.pdf

Geo,

Looking through old emails. Don't know if this is of value or not.

BH

From: Bill Letteri
Sent: Wednesday, March 28, 2007 4:07 PM
To: Roger Stancil
Cc: Ralph Karpinos; Bruce Heflin; Catherine Lazorko
Subject: FW: ECS Project No. 14973

Roger,

Please find attached a summary report from our consultants, ECS, on the Phase II Environmental Site Assessment of Lot 5. The full report will be received on or about April 2nd. Thanks.



Bill Letteri
Public Works Director
Public Works Department
Town of Chapel Hill
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514-5705

Phone: (919) 968-2796
Fax: (919) 969-2003

From: DMoyer [mailto:DMoyer@ecslimited.com]
Sent: Wednesday, March 28, 2007 3:44 PM
To: Bill Letteri
Cc: SMiller; SVila
Subject: ECS Project No. 14973

Attached please find an update letter for Parking Lot #5 located at the Intersection of West Franklin Street and Church Street in Chapel Hill, Orange County, North Carolina. If you have any questions, please contact Sandy Miller or Santiago Vilá at (919) 861-9910.

Darlene Moyer
Administrative Assistant

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505
(919) 861-9851 [Direct]
(919) 861-9910 [Office]
(800) 327-5832 [Toll Free]
(919) 861-9911 [Fax]

3/3/2008

e-mail: dmoyer@ecslimited.com
<http://www.ecslimited.com>

This message, including any attachment hereto, is confidential and proprietary. If you are not the named recipient, you are kindly requested to notify the sender immediately and to delete this message, including any attachment, from your system. You are not allowed to copy, use or maintain this message, and the contents hereof must not be disclosed to any other person.

3/3/2008

**Town of Chapel Hill
Public Works Department**

Memorandum

TO: Roger Stancil
FROM: Bill Letteri
SUBJECT: Phase II Site Assessment Report, Lot 5 Project
DATE: March 29, 2007

Please find attached our consultant's summary report on the Phase II Environmental Assessment of Lot 5.

Based on laboratory analysis of 30 soil samples taken from the site, ECS has found that only 7 samples produced evidence of volatile organic compounds (GRO & DRO) above the regulatory limit of 10 parts per million. ECS has delineated the areas around these particular samples and, based on average depth to bedrock, has estimated that 8,600 cubic yards of "contaminated" soil may have to be removed and remediated from the site.

Generally, the cost of hauling and remediation of such material is expressed in terms of per ton costs. We would expect a cubic yard of material to weigh somewhere between 1.25 to 1.5 tons, depending largely on moisture content. Accordingly, 8,600 cubic yards translates to approximately 10,750 to 12,900 tons. Based on local research, and in consultation with ECS, we have estimated remediation costs at approximately \$12.50 per ton; hauling and remediation combined would approximate \$18/ton.

Pursuant to our development agreement, the Town is responsible for the marginal costs of remediation. If we assume the absolute "worst case" scenario where the Town is responsible for the hauling and remediation of all the contaminated material, then our liability could be as high as \$232,200 (12,900 X \$18); alternately, the cost of remediation only would be approximately \$161,250 (12,900 X \$12.50). In my view, it is reasonable to expect that the actual volume of contaminated material will be less than 8,600 cubic yards, and the contractor will be responsible for removing some of this material to accommodate construction.



ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental

Mr. Bill Letteri
Town of Chapel Hill Public Works
1099 Martin Luther King Boulevard
Chapel Hill, North Carolina 27514

March 28, 2007

RE: Parking Lot #5
Intersection of West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina
ECS Project Number 06.14973

Dear Mr. Letteri:

ECS Carolinas, LLP (ECS) is pleased to provide the Town of Chapel Hill, Public Works Department with a brief update on the above-referenced site as requested in our telephone conversation on March 28, 2007. As we discussed, 30 soil borings were advanced at Parking Lot #5; one soil sample collected from each boring was submitted for laboratory analysis for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. Of the 30 samples submitted to the laboratory, GRO and/or DRO were detected in seven samples at concentrations greater than 10 ppm. The North Carolina Department of Environment and Natural Resources – Division of Waste Management – UST Section has established a regulatory limit of 10 parts per million (ppm) for these analyses. Based on approximate measurements of the property boundary and sample locations, ECS estimates that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may remain at the site. **This is a preliminary estimate only; the actual quantity of potentially-impacted soils may vary based on conditions observed during soil excavation.**

A *Phase II Environmental Site Assessment and Soil Delineation Report* based on the results obtained will be prepared by April 2, 2007. This report will discuss the project background; our procedures used; field and laboratory results; and, provide more complete details along with our evaluation and recommendations. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,
ECS Carolinas, LLP

Sandra K. Miller
Project Scientist

Santiago R. Vilá, LG
Senior Project Geologist

Reviewed by R. Glenn Craig, PE, Principal Engineer

I:\PROJECTS\T14000-T14999\14973\update letter to B Letteri.doc

9001 Glenwood Avenue, Raleigh, North Carolina 27617-7505 • (919) 861-9910 • FAX (919) 861-9911 • 1-800-327-5832 • www.ecslimited.com

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ASSOCIATES, INC.

7309 Ridge Grove Ct. • Raleigh, NC 27615 • (919) 676-7898

February 27, 2008

RECEIVED

Mr. Roger Stancil
Town Manager
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514

MAR 4 2008

**CHAPEL HILL
ENGINEERING DEPT.**

Subject: **Notice of No Further Environmental Action**
McFarling's Exxon
126 W. Franklin St.
Chapel Hill, Orange County, North Carolina
UST Incident #33271

Dear Mr. Stancil,

This letter serves to inform you that the North Carolina Division of Waste Management - Underground Storage Tank Section has issued the attached Notice of No Further Action for environmental activities at the above referenced property. The North Carolina rules governing groundwater standards (15A NCAC 2L .0409(b)) require that you be given a copy of this Notice (attached).

No action is required on your part.

Please contact Mr. Mark Powers in the Underground Storage Tank (UST) Section of the Department of Environment and Natural Resources in Raleigh at (919) 791-4200 if you have any questions regarding this Notice. Please refer to the UST Incident Number if you call Mr. Powers.

Sincerely,

Bill Cook
Project Manager

cc: Mark Powers - NCDWM-UST Section



North Carolina Department of Environment and Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary

Division of Waste Management
Underground Storage Tank Section

Dexter R. Matthews, Director

February 1, 2008

Mr. Rod McFarling
McFarling Inc.
126 West Franklin Street
Chapel Hill, NC 27517

Re: Notice of No Further Action
15A NCAC 2L .0407(d)
Risk-based Assessment and Corrective Action for
Petroleum Underground Storage Tanks

McFarling's Exxon
Facility # 0-034615
126 W. Franklin St.
Chapel Hill, NC 27517
Orange County
Incident # 33271

Risk Classification: Low
Ranking: N/A

Dear Mr. McFarling:

The Notice of Residual Petroleum received on January 23, 2008 has been reviewed. The review indicates that groundwater contamination meets the cleanup requirements for a low-risk site but exceeds the groundwater quality standards established in Title 15A NCAC 2L .0202.

The UST Section determines that no further action is warranted for this incident. This determination shall apply unless the UST Section later finds that the discharge or release poses an unacceptable risk or a potentially unacceptable risk to human health or the environment. Pursuant to Title 15A NCAC 2L .0407(a) you have a continuing obligation to notify the Department of any changes that might affect the risk or land use classifications that have been assigned.

Be advised that as groundwater contamination exceeds the groundwater quality standards established in Title 15A NCAC 2L .0202, groundwater within the area of contamination or within the area where groundwater contamination is expected to migrate is not suitable for use as a water supply.

As groundwater contamination exceeds the groundwater quality standards established in Title 15A NCAC 2L .0202, pursuant to NCGS 143B-279.9 and 143B-279.11, you must file the approved Notice of Residual Petroleum (attached) with the Register of Deeds in the county in which the release is located and submit a certified copy to the UST Section within 30 days of receipt of this letter. This No Further Action determination will not become valid until the UST Section receives a certified copy of the Notice of Residual Petroleum which is filed with the Register of Deeds.

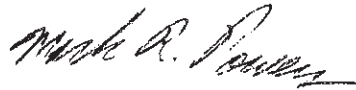
As groundwater contamination exceeds the groundwater quality standards established in Title 15A NCAC 2L .0202 public notice in accordance with 15A NCAC 2L .0409(b) also is required. Thus, within 30 days of receipt of this letter, a copy of the letter must be provided by certified mail, or by posting in a prominent place, if certified mail is impractical, to the local health director, the chief administrative officer of each political jurisdiction in which the contamination occurs, all property owners and occupants within or contiguous to the area containing contamination, and all property owners and occupants within or contiguous

to the area where the contamination is expected to migrate. Within 60 days of receiving this no further action letter, this office must be provided with proof of receipt of the copy of the letter or of refusal by the addressee to accept delivery of the copy of the letter or with a description of the manner in which the letter was posted. This No Further Action determination will not become valid until public notice requirements are completed. Interested parties may examine the Soil Cleanup Report/ Site Closure Request by contacting this regional office and may submit comments on the site to the regional office at the address or telephone number listed below.

This No Further Action determination applies only to the subject incident; for any other incidents at the subject site, the responsible party must continue to address contamination as required.

If you have any questions regarding this notice, please contact me at the address or telephone number listed below.

Sincerely,



Mark Powers
UST Section Regional Supervisor
Raleigh Regional Office

Attachments: Notice of Residual Petroleum

cc: **Raleigh Regional Office/JFM- 1628 Mail Service Center, Raleigh, NC 27699 (919) 791-4200**
Orange County Health Department
Mineral Springs Environmental; 4600 Mineral Springs Lane; Raleigh, NC 27616
Charlotte, NC 28206

George Small

From: Chris Berndt
Sent: Wednesday, February 27, 2008 3:02 PM
To: Bruce Heflin; George Small
Subject: FW: Art Area I revised design
Attachments: NC-Lot-5-Art-Narrative2.18.08.pdf

Bruce and George: This is the information that the Public Art Review Committee needs to sign off on/approve to complete Mikyoung Kim's first contract for preliminary design. Steve wanted to set up a conference call, but he is now saying that it cannot be until next week. I would think that it would be appropriate for you to participate in the conference call; or if you are not available, to brief me on any comments you would like me to say on your behalf.

I am also going to suggest to Steve that if Ram is coming over next week to deliver the architectural plans, it might be possible to include a brief Public Art Review Committee meeting in that Ram visit (in lieu of a conference call).

Chris



Chris S. Berndt
 Special Projects Assistant
 Town Manager's Office
 Town of Chapel Hill
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
 Fax: (919) 969-2063

From: Steve Wright
Sent: Wednesday, February 20, 2008 3:43 PM
To: gdbolas@nc.rr.com; Bruce Heflin; John Florian; George Small; johnF@clinedesignassoc.com; pcummings@ramrealestate.com; Dail Dixon; Haig Khachatoorian
Cc: Kate Flory; Chris Berndt; Jon Keener
Subject: Art Area I revised design

To The Public Art Review Committee –

Mikyoung Kim has submitted a revised Preliminary Design for Art Area I for this committee's review and approval. Please find attached a narrative that addresses Safety and Design issues, Art Concept and Statement, Site Integration Concept, Maintenance Requirements, and Project Consultants.

An updated .pdf file showing design refinements is also available for your review at http://www.chapelhillarts.org/programs_percent_curr_5.php, in the second link that reads "Click here for preliminary design of Kim's work for Art Area I". If you are unable to view this file on-line please let me know and I will mail the file to you on a compact disc.

My hope is that we may hold a conference call next week to discuss this revised preliminary design, though an in-person meeting is an option should the committee so wish. This committee's approval is the final requirement of this first contract with Mikyoung. Regarding the final review, the contract holds the following provision: "[I]n the event that the revised preliminary design proposal is not accepted by the Public Art Review Committee, the Art Consultant or the Town and the Developer will have the option to terminate this Agreement pursuant to Article 11 or develop a third preliminary design proposal within a reasonable timeframe." A second detailed design and construction contract is now being negotiated that will address future phases of this project and provide further PARC oversight.

Thank you in advance for reviewing these materials, and please let me know your availability next week for a one-hour call.

Best,

2/27/2008

Steve

Steve Wright
Public Art Coordinator
Chapel Hill Public Arts Commission
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514
(919) 968-2749
swright@townofchapelhill.org
www.chapelhillarts.org



mikyoung kim

17 February 2008

Mr. Steve Wright
Public Art Coordinator
Chapel Hill Public Arts Commission
405 Martin Luther King Jr. Blvd.
Chapel Hill, North Carolina 27514

Re: Town of Chapel Hill; Franklin Street Plaza Art
Preliminary Art Design Submission

Title: *Exhale I*

Dear Mr. Wright:

The following is the revised Final submission of the Preliminary Design Phase of the contract agreement (item 4.3). The requirements are submitted as follows: Art Concept and Statement, Site Integration Concept, Maintenance Requirements, Consultant List, and Estimated Project Budget.

SAFETY ISSUES ADDRESSED:

1. The overall shape of the sculpture has been streamlined to prohibit dangerous sliding of young children across the surface of the piece.
2. The width of the pieces are now closer to bench width (up to 2' wide) and do not exceed 30" in height to conform with code requirements.
3. Openings in the surface of the sculpture will be small and prohibit children from getting their finger caught in the holes of the sculpture where the fog is emitted.
4. The top surface of the sculpture is designed to prohibit skateboarding activities on the top of the sculpture and keep children from sliding down wide top surfaces of the sculpture.
5. The stone area between the sculptures as shown in blue in the plan drawing will be made of rough cobbles or specialty stones that come out of the paving a minimum of 1" from the grade of the concrete plaza to further deter skateboarders and slow children down from running around the stainless steel sculptures.

DESIGN ISSUES:

1. The sculpture form has been streamlined to integrate fully with the ground plane design. The plaza paving pattern has been redesigned to focus all of the water collection between the sculptures.
2. The planters have been redesigned to conform with the new sculpture shapes. The groundplane between the sculptures highlighted in blue on the site plan will have a stone material to highlight the collection of water and all of the rain water will be drained within the sculptures.

ART CONCEPT

The integrated sculpture of *Exhale* /is located in the newly designed Franklin Street Plaza, at the intersection of Church and Franklin Street in Art Area I. The concept of the art piece is to highlight the collection, dispersion and evaporation of rainwater as connected to the natural hydrologic cycles of the site. The sculpture is a layered perforated metal skin that allows for fog to emanate through the textured surfaces of the piece. It transforms the collected rainwater from the detention basin in the garage below into a mist-like state. The surface of the sculpture becomes the transformative moment of hydrologic change from a liquid to a gas. The fog re-circulates the water back into the atmosphere, cooling the ambient temperature of the plaza as it evaporates into the air.

The sculpture creates a reading of fluidity and ephemerality as fog moves through the surfaces of the sculpture. During the dry seasons the sinuous stainless steel skin of the sculpture will embody the memory of water moving through the site. At night, the sculpture becomes a transforming piece of blue transparency and fluidity throughout the plaza. The sculpture encourages participants to move around the varying elements and view the mutating condition of the piece during the various seasons and times of day. *Exhale* /incorporates the concepts of the Arts Master Plan by embodying the fluidity and ephemerality of water.

SITE INTEGRATION CONCEPT

The sinuous forms of the sculpture flow through the plaza, defining pedestrian movement and the various spaces and activities of this sculptural environment. The design of the linear paving highlights the central role of the art elements in collecting runoff throughout the site. The paving pattern and the fine grading design of the plaza define the central role of the fluid sculpture as a collector of runoff on the site.

At the edge of Franklin Street, the sculpture is embedded into the grade change, acting to retain the earth between the upper and lower plaza. The gesture of the art elements visually connects the plaza along Church Street to the inner courtyard within the new buildings creating a fluid reading of both public/active space along Franklin Street and contemplative inner courtyard. The form of the planting beds within this inner courtyard continues the fluid reading of the sculptures through the site.

MATERIALS AND SPECIFICATIONS

Laser Cut Stainless Steel Sheets: Marine Grade

Aluminum Structural Truss System

Concrete Structural Base

Fog Emitter System (4 ply nylon reinforced lines)

Pump and Filtration system

MATERIALS AND SPECIFICATIONS

The sculpture is made up of three layers of 3/16" thick stainless steel panels that are laser cut with a sculptural dot matrix. The outer stainless steel plates will have an angel hair finish. All layers will be marine grade anti-corrosive stainless steel. The gradation of solids and voids through these skin-like surfaces will highlight the emanation points of the fog through the sculpture. The laser cut pattern will warp and undulate with the folding surfaces of the layered stainless steel panels. The laser cut voids will range from 1/16" to 1 1/2" in diameter. The size of the openings will be designed to deter fingers from getting caught in the surface of the sculpture.

The sculptures will be structurally supported by an aluminum truss base that is attached to a poured in place concrete footing. Drainage of the any condensation from the fog nozzles within the sculpture will be collected at the base of the sculpture and integrated with the landscape drainage system.

Two fog emitter lines will run parallel to each other on each side of the interior of the sculpture and will release the temporary fog effects through the sculptural pattern of the laser cut voids. The fog system used will be a standard flexible nylon hose system with stainless steel nozzle emitters placed every 1' on center.

The fog will emit at timed intervals choreographed to be more intensive at certain times of the day. The high pressure spray technology is emitted from stainless steel jets with 120 micron diameter apertures. The water is forced through these heads at a pressure of 80 bars and atomizes into tiny droplets 3-4 microns in diameter. These small droplets suspend in the air and evaporate within seconds into the atmosphere. The fog surge will range from emanation once every minute to every fifteen minutes through a twelve hour daily cycle when water is available in the retention basin. During seasonal dry conditions, the fluid stainless steel sculpture will act as a memory of the movement of water through the site. During all seasons, blue landscape lighting will be installed inside each of the translucent sculptures, creating an illuminated fog experience at night.

Water will evaporate instantaneously once emitted into the atmosphere, cooling the air around the sculpture. All of the water will be pumped from the retention basin and purified through a filter located in the sculptures.

SCULPTURE MAINTENANCE REQUIREMENTS

The sculpture will be constructed of minimal maintenance materials and fixtures to ensure an enduring and long-lived presence in the Franklin Street Plaza. The stainless steel will require an occasional power wash and the fog heads will be cleaned depending on use on average every 18 months. The fog heads are cleaned with a vinegar wash and over the long term can be replaced at \$9/head.

The sculptures will have easily removable panels that are hidden at the base of each of the sculptures allowing for maintenance staff to maintain and clean the fixtures for the fog heads and the lighting within each of the sculptures. The panels will be bolted with security bolts so that the general public may not access the interior of the sculptures.

PROJECT CONSULTANT LIST

- | | |
|------------------------|--|
| 1. Structural Engineer | Dan Bonardi Consulting Engineers, Somerville MA. |
| 2. Lighting Designer | Collaborative Lighting, Concord MA. |
| 3. Electrical Engineer | RMF Engineering, Durham NC. |
| 4. Plumbing Engineer | RMF Engineering, Durham NC. |

We are looking forward to beginning the construction documentation for this great project. If you have any questions or concerns, pertaining to the Preliminary Design Submission, please don't hesitate to call. Thank you.

Sincerely yours,

Mikyoung Kim
Environmental Artist

cc: Kate Flory, Chapel Hill Public Arts Commission (CHPAC)
Chris Berndt, Chapel Hill Town Manager's Office
John Florian, Ram Realty Services (RRS)
William Madden, Mikyoung Kim Design (MYK)
Matt Gillen, MYK

Enlc: Art Boards, dated 1.28.08
Cost Estimate, dated 1.28.08
Powerpoint Presentation CD

George Small

From: Bruce Heflin
Sent: Friday, February 22, 2008 2:54 PM
To: George Small; Chris Berndt
Subject: Lot 5

Geo/Chris,

I talked with John Florian today and am passing along some news:

1. They plan on occupying the former Exxon building for a sales office. It should take them several months to make it ready, during which time they hope to use a mobile sales office.
2. They hope to have the sales office open in mid-April to early May (the mobile unit) to conduct "pre-sales". John asked for our help in expediting the expected administrative ZCP for the mobile office.
3. They want to see "how the market is and how the price points are working" gauged by the level of pre-sales before starting the project.
4. They now project a Fall or later start.
5. They intend to apply for their ZCP in 4-5 weeks.
6. John said they would send the reviewed art contract on.
7. I suggested to John that Chris might be able to create a "checklist" for the development agreement as a reminder for all of us for key steps that everyone needs to remember. He likes the idea (so does Roger).

Please let me know if you'd like to discuss.

Bruce

2/22/2008

George
from Chris
2/24/08

approved by the Town, as the same may, with the Town's consent, be amended from time to time.

"Architect" shall mean and refer to Cline Design Associates, the architect retained by Developer in connection with the Project.

"Architectural Drawings" refers to (i) scale drawings of all improvements proposed to be constructed as a part of the Project provided no smaller than a 1:40 or 1:50 scale including the number of residential units, the configuration and square footage of all retail/commercial space and identification of those residential units that constitute Affordable Housing; (ii) building plan view for all improvements comprising the Project; (iii) the elevations, from all sides, for all improvements comprising the Project; (iv) cross section drawings for all improvements comprising the Project; (v) scale plans at 1:40 or 1:50 for all street level improvements; (vi) outline building specifications including all primary materials and finish specifications for the Project; and (vii) all exterior colors and signage.

"Building" shall have the meaning set forth on Section 2.1(b) hereof.

"Business Day" or "business day" shall mean a day of the year that is not a Saturday, Sunday, legal holiday or a day on which national banks are not required or authorized to close in Chapel Hill, North Carolina.

"Closing" shall mean and refer to the closing of the Project Financing for the Project.

"Conditions Precedent to Developer's Performance" shall mean and refer to those conditions set forth in Section 5.2.

"Conditions Precedent to Funding" shall mean and refer to the satisfaction of the conditions precedent to the deposit of funds into the Developer's Escrow Accounts as set forth in Section 3.2(b) hereof.

"Conditions Precedent to Town's Performance" shall mean the satisfaction of each of the conditions set forth in Section 5.1.

"Construction Contract" shall mean and refer to such general construction contract complying with the terms hereof to be entered into between the Developer and a qualified general contractor or construction manager licensed to do business in North Carolina, and otherwise reasonably acceptable to the Town, for the construction of the Project, or portions thereof, including the improvements to be owned by the Town.

"Construction Documents" shall mean collectively, when referring to the Project, or to the Parking Garage and Public Space, as the context requires (i) this Agreement; (ii) the applicable Construction Contract; (iii) an agreement for architectural services between Developer and the Architect; (iv) the Project Budget, as the same may be amended and modified from time to time; (v) the Approved Architectural Drawings and the Approved Town Plans, as amended from time to time; and (vi) any and all permits, licenses, consents and authorizations, including any environmental permits and approvals, obtained from the Municipality or the North Carolina

(vii) The Lease will contain affirmative obligations to maintain all improvements developed on the Leased Premises;

(viii) The Lease will provide to the Developer, to the extent permitted by applicable law, the right of first refusal to meet any bona fide offer to purchase the Leased Premises, or any portion thereof, which the Town proposes to accept, on the same terms and conditions of such offer;

(ix) The Town and the Developer will sign the Lease and record the Lease in full contemporaneously with Closing;

(x) Deleted;

(xi) Deleted;

(xii) Deleted; and

(xiii) Deleted.

2.3 Approval and Review Rights.

(a) Submissions. The provisions of this Section 2.3(a) shall be applicable with respect to all instances in which it is provided in this Agreement that the Town has "approval" or "review rights" with respect to the Architectural Drawings, Parking Garage and Public Space, Construction Documents, Construction Contracts, Project Budget, Condominium Declaration, and other documents, persons or entities relating to construction of the Project. As used herein the term "approval rights" shall mean, without limiting the generality of such term, all instances in which the Developer is required to make a Submission to the Town of any specifications, document, notice or determination of the Developer, its Architect or any construction contractor and with respect to which the Town has the right hereunder to approve or disapprove such Submission. The term "review rights" as used herein shall mean, without limiting the generality of such term, all instances in which the Developer is required to make a Submission to the Town and the Town is entitled to review such information for the purpose of determining that the same comply with the Approved Architectural Drawings or determining whether such Submission has the effect of changing a previously approved Submission with respect to which the Town has approval rights. All Submissions to the Town for approval or review as contemplated by this Section 2.3(a) shall specify, in reasonable detail, those elements of the Submission that the Town is requested to approve or review. The Project Coordinators for the Developer and the Town shall develop time periods for the approval or review by the Town of all Submissions that are mutually acceptable to the Town and the Developer. Such time periods shall take into account the matter to be approved or reviewed, its complexity and any impact the time for approval or review may have on the Scheduled Completion Date, it being acknowledged by the Town and the Developer that review of some of the architectural work during the early stages of the design process will require substantial periods of time for review and that a delay in responding to a Submission will impact the Scheduled Completion Date. If the Town Project Coordinator and Developer Project Coordinator cannot mutually agree as to a specific approval period for a specific matter requiring the Town's approval or review, the Town shall have ten (10) business days to respond to the Submission involved. Failure of the Town to respond to a Submission in

not
done

writing setting forth with specificity the Town's objections thereto and within the time limits established as provided herein shall be deemed to be an approval on behalf of the Town, provided that such failure to respond continues for more than two (2) business days after notice of such failure from the Developer. To the extent that a Submission has been approved or deemed approved by the Town, such approval shall not be withdrawn. The Town shall not unreasonably withhold or delay its approval of any Submission hereunder. The Developer Project Coordinator and Town Project Coordinator shall develop an agreed upon form for Submissions consistent with this Section 2.3(a). Approval or consent by the Town of or to a Submission, unless specifically provided otherwise, shall neither (i) relieve the Developer of its duties, obligations or responsibilities under this Agreement (including any indemnification obligations to the extent herein provided) with respect to the matter so submitted, nor (ii) shift the duties, obligations or responsibilities of the Developer with respect to the submitted matter to the Town.

(b) Approval/Review Rights: Architectural Drawings. The Developer shall submit the Architectural Drawings for the Project to the Town's Project Coordinator for approval as to the exterior elevations, proposed building materials and exterior finish of those improvements to be owned by the Developer. In the event that the Town has objections to any part or portion of the exterior elevations, proposed building materials, or exterior finish of the improvements to be owned by the Developer as reflected in the Architectural Drawings, the Town's Project Coordinator shall advise the Developer of the same, in writing setting forth with specificity the Town's objections thereto. The Developer shall continue to resubmit the Architectural Drawings until the same have been approved by the Town. Once approved, such Architectural Drawings, as the same may be modified as required by the Municipality in connection with the issuance of the special use permit or in order to obtain the building permits, shall constitute the "Approved Architectural Drawings" for purposes of this Agreement. The Developer will not modify or change the Approved Architectural Drawings without the Town's approval. In the event that the Town shall subsequently require a modification of the Approved Architectural Drawings such that the same requires Developer to incur costs or expenses in excess of the costs associated with the previously Approved Architectural Drawings, then the Town shall have the option of either (i) paying to the Developer such additional costs to be incurred by Developer as a result of the requested change, or (ii) waiving the requested modifications to the Approved Architectural Drawings. Additionally, the Developer shall submit to the Town's Project Coordinator for the Town's review all schematic design drawings, design development documents, Construction Documents and the Project Budget for the Project and all modifications and amendments to the same for the limited purpose of determining that the same comply with the Approved Architectural Drawings. In the event that the Town, in reviewing a Submission pursuant to this Section 2.3(b), determines that the same materially and negatively impact the Approved Architectural Drawings for the Project, and the same no longer conforms to the Approved Architectural Drawings, the Town Project Coordinator shall notify the Developer of such objection, setting forth in writing with specificity the nature of the Town's objections to the same. The Developer shall continue to make appropriate revisions to such Submission(s), at the Developer's sole cost and expense, until the same are approved by the Town as conforming to the Approved Architectural Drawings. In connection with its approval and review of a Submission, the Town's Project Coordinator shall use reasonable best efforts to obtain confirmation from the Municipal planning board that the Submission is in compliance with the

Municipality's regulations and requirements, and advise the Developer of any aspects of the Submission that fail to satisfy such regulations and requirements.

(c) Special Approval Rights: The Parking Garage and Public Space. The Town in its capacity as the owner of the Parking Garage and Public Space shall have the right to approve in all respects the schematic design drawings, design development documents, Construction Documents and Town Project Budget for the Parking Garage, all aspects of the Public Space and all modifications or amendments thereto. In this regard the Town anticipates retaining a consultant, experienced in the design and operation of similar type parking facilities, to assist the Town in its review of the Parking Garage design. In the event the Town objects to any part or portion of the Developer's Submission under this Section 2.3(c) the Town shall advise the Developer of the same in writing setting forth with specificity the Town's objections thereto. The Developer shall continue to resubmit such plans and specifications and other documentation relating to the Parking Garage and Public Space until the same have been approved by the Town. Once such Submission(s) have been approved by the Town, the same, as may be modified as required by the Municipality in connection with the issuance of the special use permit or in order to obtain the building permits, shall constitute the Approved Town Plans for purposes hereof. No change or modification shall be made to the Approved Town Plans without the prior written approval by the Town following a Submission of the proposed modification or change to the Town unless required by the Municipality pursuant to applicable law or regulation. In the event that the Town shall subsequently require a modification of the Approved Town Plans such that the same requires Developer to incur costs or expenses in excess of the costs associated with the previously Approved Town Plans, then the Town shall have the option of either (i) paying to the Developer such additional costs to be incurred by the Developer as a result of the requested change or (ii) waiving the requested modifications to the Approved Town Plans.

(d) Review Rights: Commercial/Retail Space. The commercial/retail components of the Project are vital to the Town and its citizens. The tenant mix (e.g., the types of tenants, local, regional or national chains, etc., but not specific tenants), the configurations and square footage for the retail/commercial components and the property manager for the same shall be subject to the reasonable review of the Town with the opportunity to provide input into the same. Developer agrees to focus its leasing efforts toward obtaining tenants that will create a retail environment that is not substantially similar to the environment of traditional malls.

(e) Limited Review Rights: Project Budget. The financial stability of the Developer and its financial capacity to complete the Project consistent with the Approved Architectural Drawings is critical to the Town as the landowner. Accordingly, the Town shall have reasonable review rights over the Project Budget and all modifications thereof but only for the limited purpose of verifying compliance with the Approved Architectural Drawings and the Approved Town Plans and to ensure that Developer's Equity is sufficient to complete the Project. The Project Budget shall (i) be certified by the Developer as being complete in all material respects and (ii) be accompanied by a certification (subject to customary qualifications and exclusions) from a construction management firm unrelated to Developer and reasonably acceptable to the Town and the Developer (and if such is not readily available, then a certification from the Developer's Lender) certifying that to the best of its knowledge the Project Budget is reasonable in light of standards applicable to comparable projects. The Project Budget

may be modified and amended by Developer from time to time in order to reflect changes in the Approved Architectural Drawings or Approved Town Plans and other normal contingencies incurred in the course of developing and constructing a project of the scope and size of the Project. Developer shall keep the Town reasonably informed of all material changes to the Project Budget and shall provide the Town, on a monthly basis, a report as to the status of construction and a comparison of actual construction costs incurred as of such date to the Project Budget as provided by the Architect hired by the Developer to certify the amount of Work complete in connection with each monthly draw request from the Developer's Lender.

(f) Approval Rights: Developer's Team. The Town shall have the right to approve the key members of Developer's management team assigned to the Project including the job superintendent, which such approval shall not be unreasonably withheld, conditioned or delayed.

(g) Updating Schedule. During the design process the Developer shall establish and update as necessary the "Schedule" (as provided for in Section 2.4) setting forth the dates for delivery of the various design documents.

(h) Disputes. The Developer and the Town agree to attempt in good faith to resolve expeditiously any disputes concerning the approval of or consent to any Submission. Any disputes that arise between the Developer and the Town respecting the approval or consent process set forth in this Article II shall be resolved through an expedited dispute arbitration process as described on Exhibit K hereto. In the event a dispute arises as to any Submission that is submitted to an expedited arbitration process under this Section 2.3(h) then the number of days expended in resolving such dispute shall result in each deadline imposed on Developer as set forth herein being extended by an equal number of days.

(i) Pre-Construction Work. The Developer agrees to use commercially reasonable efforts to complete all Pre-Construction Work as follows:

(1) Submit to the Municipality an application for a special use permit for the Project on or before March 20, 2007, which application shall be based on the concept plan previously reviewed by the Town Council in connection with the approval of this Agreement. The application for the special use permit shall be in the name of the Town as the land owner;

(2) Complete and submit to the Town for its approval the Architectural Drawings for the Project and secure the Town's approval of the same on or before September 4, 2007; provided, however, the parties acknowledge and agree that the Architectural Plans, once approved by the Town, may require revision in order to satisfy the requirements of the Municipality in connection with securing a special use permit and any material change to the Approved Architectural Drawings or Approved Town Plans as a result thereof shall not be subject to the Town's approval;

(3) Secure a Special Use Permit from the Municipality on or before December 31, 2007, provided, however, in the event Developer must revise the

George Small

From: SMiller [SMiller@ecslimited.com]
Sent: Friday, February 08, 2008 3:56 PM
To: George Small
Cc: SMBrown
Subject: RE: Cost Estimate Info for PL #5

Good afternoon!

Thank you for the picture of the airport site. I didn't get any earlier pictures, so these are good to have.

I have scanned over all the permit "shells" that I received from Mr. John Maloy (DENR), and found them to be very similar in nature as far as most of the permit conditions go. The major difference is that with the land application permits, the soil may be laid down NO DEEPER than 4" thick. It then needs to be periodically turned and worked, as defined in the pertinent permit shell. With the containment and treatment (the one we were discussing) permit shell; the soil may be laid down 4'-5' deep. I think however, based on several calculations during a consultation with Mark yesterday, that checking in with the University to see if it might be possible to use one of the other sites you mentioned. I'd like to work out a set of numbers assuming approximately 8,600 CY of soil at 4' thick and see how much square acreage we would need.

I also touched base with John Maloy on the "one composite sample every 200 CY" question – and that is indeed the case for each of the permits.

I'd like to get on the phone (or maybe in person) briefly to chat with you about some numbers and see what the University thinks about maybe using one of their sites. In the mean time, have a great weekend.

Sandy Miller
 Environmental Scientist

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From: George Small [mailto:gsmall@townofchapelhill.org]
Sent: Friday, February 08, 2008 01:53 pm
To: SMiller; SMBrown
Cc: Chris Berndt; Bruce Heflin
Subject: RE: Cost Estimate Info for PL #5

Sandy and Mark: I am not sure if you received the GIS prints I sent earlier. It looked like the files were too big, so here they are sent separately. I am curious to learn more about the details of land application requirements as opposed to containment requirements. Sandy...did you confirm the testing requirements for containment (with

2/18/2008

reference to the "each 200CY" question(s)? Let me know if and when you think it would be good to ping the University about perhaps using area on the old PW site and or airport site.

George small
(one more pic of airport to follow)

From: SMiller [mailto:SMiller@ecslimited.com]

Sent: Friday, February 01, 2008 4:58 PM

To: George Small

Cc: SMBrown

Subject: RE: Cost Estimate Info for PL #5

George,

I wanted to confirm with you (in case I neglected to mention it on Wednesday) that Mark had spoken with Mr. Gail Wilson, and he was informed that the landfill did not have any room to accept any further material.

I have a quick question on the PW (which I assume is Public Works) site – do you know how much square footage/acreage is available there? I am planning on printing out all the permit "shells" that Mr. John Maloy sent me, and comparing them to see what similarities and differences they present. In addition, I plan to check the DENR website to see what else I can turn up.

Talk to you soon!
Sandy

Sandy Miller
Environmental Scientist

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From: George Small [mailto:gsmall@townofchapelhill.org]

Sent: Friday, February 01, 2008 02:28 pm

To: SMiller

Cc: Bruce Heflin; Larry Tucker; MC Russell; Chris Berndt

Subject: RE: Cost Estimate Info for PL #5

Sandy: Thanks for the information. My field folks tell me that we usually use about 2500 pounds per cubic yard (rather than 3000 pounds) for excavated soil in this area due to the "fluff factor" when it is excavated and transferred to a truck. Even at that, based on the figures you provide below, $\$36 \times 1.25 \times 8,600 = \$387,000$ which is still over the top for sure if we have a local alternative for treating the contaminated soil. That is good information for us to have, however, as we work through this.

I have been thinking more about the "land application" possibilities at the old PW site on the University's airport property. I will be interested to hear what you learn from your associate in Charlotte about the pros and cons and

2/18/2008

costs of that method. It just seems that the one test per 200CY is going to be a huge expense if that is the requirement for "containment" processing of the contaminated soil. Keep me posted, and thanks for your help. This is an interesting puzzle to work with.
George

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Friday, February 01, 2008 11:01 AM
To: George Small
Subject: Cost Estimate Info for PL #5

Good morning George,

Thanks so much for your time on Wednesday morning; I really appreciated the input. The kids appreciated the muffins you sent back with me – so a "Thank you" from them as well!

I just heard from A&D yesterday afternoon on rates to take the soil to EarthTec in Sanford, NC and thought I'd pass it along.

To minimize the standby time for the trucks (which is \$65 per hour) they suggested that the soil be stockpiled and then every 2-3 days they could come and load it and haul it off to Sanford. With that in mind, it is \$36 per ton for "T&D" which is "Transport and Disposal". If you take our original estimate of 8,600 cubic yards, multiply it by a factor of 1.5 tons/cubic yard (an average density conversion factor for soils in this area), and multiply that by \$36/ton the total is \$464,400. SO...I'm thinking that I'll rework the numbers for the permit and add in the factors that we discussed on Wednesday!

Please let me know if you have any other questions or ideas, and I'll get the proposal back to you as soon as possible.

Have a great weekend.

Sandy

Sandy Miller
Environmental Scientist

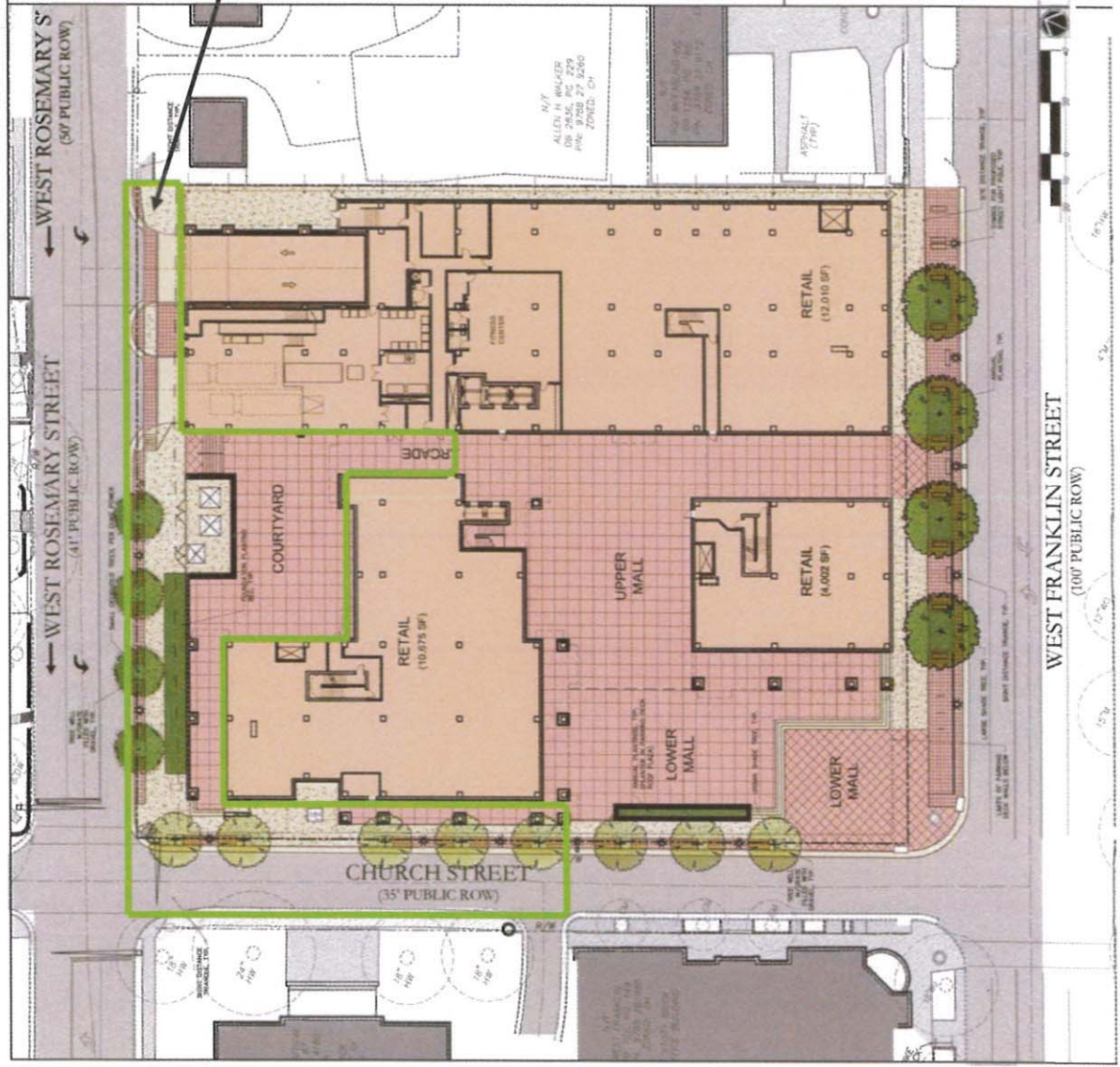
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Art Area 2 Preliminary Model Views



Art Area 2

Preliminary
Ground Level
Site Plan

George Small

From: George Small
Sent: Thursday, February 07, 2008 10:31 AM
To: Chris Berndt; Bruce Heflin; Ralph Karpinos
Subject: RE: Cost Estimate Info for PL #5

Ralph and I discussed this, and I believe that I understand now.

RAM will be responsible for excavating, transporting and disposing of the amount of soil/rock materials necessary to construct the project. If some portion of this material is contaminated and requires special treatment, the Town will be responsible for costs of transporting and disposing of contaminated materials *in excess of the costs that would be associated with transporting and disposing of those materials if they were not contaminated*. The Town's incremental costs would not include excavation costs, unless extra excavation (beyond that required to construct the project) is necessary solely for the removal of contaminated materials extending outside of the normal project construction limits.

Depending on circumstances at the time, we can determine RAM's cost per yard for transporting and disposing of uncontaminated excavation materials. Once the Town decides how it wants to handle contaminated materials, we can determine the cost per cubic yard for transporting and disposing of contaminated excavation materials. The Town's incremental cost will be the difference between RAM's cost per CY for uncontaminated materials and the cost per CY for contaminated materials, exclusive of excavation costs.

OK? George s

From: Chris Berndt
Sent: Wednesday, February 06, 2008 5:18 PM
To: Bruce Heflin; George Small; Ralph Karpinos
Subject: RE: Cost Estimate Info for PL #5

Bruce--agree. It is useful to return to the wording of the Development Agreement:

Excerpt from 3.5, p. 27: "For purposes hereof the actual cost of the remediation shall be the incremental increase in construction costs directly relating to any required remediation...For example, in the event that the soil on Lot 5 is contaminated by a Hazardous Substance and must be removed, the cost of any excavation to remove the same shall not be treated as a remediation cost allocable to the Town if such excavation was otherwise required in connection with the construction of the Project. However, if the soil excavated and removed must be treated under the remediation plan, then the cost of such treatment (but not the excavation) shall be borne by the Town."

Chris



Chris S. Berndt
 Special Projects Assistant
 Town Manager's Office
 Town of Chapel Hill
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
 Fax: (919) 969-2063

From: Bruce Heflin
Sent: Tuesday, February 05, 2008 5:53 PM
To: George Small; Chris Berndt; Ralph Karpinos
Subject: RE: Cost Estimate Info for PL #5

Geo,

My understanding of the original notion was that RAM had to excavate so many yards regardless of condition of

2/7/2008

the soil. They would pay for the excavation and reuse or hauling of that material, if it were all clean. If some of it was contaminated, the Town would pay the extra cost associated with the hauling to the kiln or whatever disposal site, so the difference in cost, which in this scenario would be the extra hauling expense, would be borne by the Town.

If, though, additional material had to be excavated to remediate the site, that would be an expense borne by the Town completely.

Does that make any sense? Is it consistent, Ralph and Chris, with your understanding?

Bruce

From: George Small
Sent: Tuesday, February 05, 2008 5:05 PM
To: Chris Berndt; Ralph Karpinos; Bruce Heflin
Cc: 'SMiller'
Subject: RE: Cost Estimate Info for PL #5

Say what??? I think we need to clarify the definition of "marginal" costs. My understanding is that the Town is responsible only for transport and disposal of contaminated soils. This means to me that RAM's excavating contractor will do all of the excavating for the project, and that RAM will be responsible for clean soil T&D; and the Town will be responsible for contaminated soil T&D. Is that what y'all mean by the Town's responsibility for "marginal" costs???????? Say what???? Can y'all put this in "dirt speak" for the old engineer guy???? George

From: Chris Berndt
Sent: Tuesday, February 05, 2008 4:26 PM
To: Ralph Karpinos; George Small; Bruce Heflin
Cc: 'SMiller'
Subject: RE: Cost Estimate Info for PL #5

Ralph--Bill Letteri's memo acknowledged the Town is responsible for the marginal costs. The cost estimate was supposed to be a "worst case" scenario where the Town would be responsible for all the contaminated material. In practice, he thought the cost would be less, because some of the cubic yards and their associated costs would be assigned to Ram as a cost of its construction. --Chris



Chris S. Berndt
 Special Projects Assistant
 Town Manager's Office
 Town of Chapel Hill
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
 Fax: (919) 969-2063

From: Ralph Karpinos
Sent: Tuesday, February 05, 2008 4:21 PM
To: Chris Berndt; George Small; Bruce Heflin
Cc: 'SMiller'
Subject: RE: Cost Estimate Info for PL #5

Are we talking about cost or marginal cost, the cost above and beyond what would be required to just dig and haul normal dirt?

From: Chris Berndt
Sent: Tuesday, February 05, 2008 4:19 PM
To: George Small; Bruce Heflin; Ralph Karpinos
Cc: 'SMiller'

2/7/2008

Subject: RE: Cost Estimate Info for PL #5

Thanks, George. In looking at the quoted figures below of \$36/ton, I went back in my files and looked up how we arrived at the Council budget for the project. In a March 29, 2007 memo from Bill Letteri, he used a figure of \$18/ton for hauling and remediation, developed in consultation with ECS. He noted the 8,600 cubic yards of material would be multiplied by 1.25 to 1.5 for moisture content. We used the high figure of 1.5, giving an estimate of 12,900 tons. The remediation budget was derived by multiplying 12,900 x \$18 = \$232,000, which I then rounded to \$240,000. I am curious how has \$18/ton risen to \$36/ton?

Sincerely,
Chris



Chris S. Berndt
Special Projects Assistant
Town Manager's Office
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

From: George Small
Sent: Friday, February 01, 2008 4:58 PM
To: Chris Berndt; Bruce Heflin; Ralph Karpinos
Cc: SMiller
Subject: RE: Cost Estimate Info for PL #5

Hi Chris: Yes, I have the proposal for preparation of a Corrective Action Plan and other work, and I discussed it with Sandy here at Town Hall last week. We came up with a few clarifications needed on the proposal, which she is working on. I will then fully review it and forward my comments and recommendations to Bruce and you and Ralph for your review and consideration. It's gonna be expensive however we go...which is why ECS and I are trying to look at multiple alternatives for disposal/treatment of the contaminated soil. We are trying to find the most economical alternative...and that included considering the EarthTec/Sanford alternative just to see where it would fit into the solution matrix (say what??).

The beat goes on....George

From: Chris Berndt
Sent: Friday, February 01, 2008 2:33 PM
To: George Small
Subject: RE: Cost Estimate Info for PL #5

George, do we have a proposal in? What is the status of where they are at? Chris



Chris S. Berndt
Special Projects Assistant
Town Manager's Office
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

From: George Small
Sent: Friday, February 01, 2008 2:28 PM
To: SMiller
Cc: Bruce Heflin; Larry Tucker; MC Russell; Chris Berndt
Subject: RE: Cost Estimate Info for PL #5

2/7/2008

Sandy: Thanks for the information. My field folks tell me that we usually use about 2500 pounds per cubic yard (rather than 3000 pounds) for excavated soil in this area due to the "fluff factor" when it is excavated and transferred to a truck. Even at that, based on the figures you provide below, $\$36 \times 1.25 \times 8,600 = \$387,000$ which is still over the top for sure if we have a local alternative for treating the contaminated soil. That is good information for us to have, however, as we work through this.

I have been thinking more about the "land application" possibilities at the old PW site on the University's airport property. I will be interested to hear what you learn from your associate in Charlotte about the pros and cons and costs of that method. It just seems that the one test per 200CY is going to be a huge expense if that is the requirement for "containment" processing of the contaminated soil. Keep me posted, and thanks for your help. This is an interesting puzzle to work with.

George

From: SMiller [mailto:SMiller@ecslimited.com]

Sent: Friday, February 01, 2008 11:01 AM

To: George Small

Subject: Cost Estimate Info for PL #5

Good morning George,

Thanks so much for your time on Wednesday morning; I really appreciated the input. The kids appreciated the muffins you sent back with me – so a "Thank you" from them as well!

I just heard from A&D yesterday afternoon on rates to take the soil to EarthTec in Sanford, NC and thought I'd pass it along.

To minimize the standby time for the trucks (which is \$65 per hour) they suggested that the soil be stockpiled and then every 2-3 days they could come and load it and haul it off to Sanford. With that in mind, it is \$36 per ton for "T&D" which is "Transport and Disposal". If you take our original estimate of 8,600 cubic yards, multiply it by a factor of 1.5 tons/cubic yard (an average density conversion factor for soils in this area), and multiply that by \$36/ton the total is \$464,400. SO...I'm thinking that I'll rework the numbers for the permit and add in the factors that we discussed on Wednesday!

Please let me know if you have any other questions or ideas, and I'll get the proposal back to you as soon as possible.

Have a great weekend.

Sandy

Sandy Miller

Environmental Scientist

ECS Carolinas, LLP

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2/7/2008

George Small

From: SMiller [SMiller@ecslimited.com]
Sent: Friday, February 01, 2008 4:58 PM
To: George Small
Cc: SMBrown
Subject: RE: Cost Estimate Info for PL #5

George,

I wanted to confirm with you (in case I neglected to mention it on Wednesday) that Mark had spoken with Mr. Gail Wilson, and he was informed that the landfill did not have any room to accept any further material.

I have a quick question on the PW (which I assume is Public Works) site – do you know how much square footage/acreage is available there? I am planning on printing out all the permit "shells" that Mr. John Maloy sent me, and comparing them to see what similarities and differences they present. In addition, I plan to check the DENR website to see what else I can turn up.

Talk to you soon!
 Sandy

Sandy Miller
 Environmental Scientist

ECS Carolinas, LLP
 9001 Glenwood Avenue
 Raleigh, NC 27617-7505
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From: George Small [mailto:gsmall@townofchapelhill.org]
Sent: Friday, February 01, 2008 02:28 pm
To: SMiller
Cc: Bruce Heflin; Larry Tucker; MC Russell; Chris Berndt
Subject: RE: Cost Estimate Info for PL #5

Sandy: Thanks for the information. My field folks tell me that we usually use about 2500 pounds per cubic yard (rather than 3000 pounds) for excavated soil in this area due to the "fluff factor" when it is excavated and transferred to a truck. Even at that, based on the figures you provide below, $36 \times 1.25 \times 8,600 = \$387,000$ which is still over the top for sure if we have a local alternative for treating the contaminated soil. That is good information for us to have, however, as we work through this.

I have been thinking more about the "land application" possibilities at the old PW site on the University's airport property. I will be interested to hear what you learn from your associate in Charlotte about the pros and cons and costs of that method. It just seems that the one test per 200CY is going to be a huge expense if that is the

2/1/2008

requirement for "containment" processing of the contaminated soil. Keep me posted, and thanks for your help. This is an interesting puzzle to work with.
George

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Friday, February 01, 2008 11:01 AM
To: George Small
Subject: Cost Estimate Info for PL #5

Good morning George,

Thanks so much for your time on Wednesday morning; I really appreciated the input. The kids appreciated the muffins you sent back with me – so a "Thank you" from them as well!

I just heard from A&D yesterday afternoon on rates to take the soil to EarthTec in Sanford, NC and thought I'd pass it along.

To minimize the standby time for the trucks (which is \$65 per hour) they suggested that the soil be stockpiled and then every 2-3 days they could come and load it and haul it off to Sanford. With that in mind, it is \$36 per ton for "T&D" which is "Transport and Disposal". If you take our original estimate of 8,600 cubic yards, multiply it by a factor of 1.5 tons/cubic yard (an average density conversion factor for soils in this area), and multiply that by \$36/ton the total is \$464,400. SO...I'm thinking that I'll rework the numbers for the permit and add in the factors that we discussed on Wednesday!

Please let me know if you have any other questions or ideas, and I'll get the proposal back to you as soon as possible.

Have a great weekend.

Sandy

Sandy Miller
Environmental Scientist

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George Small

From: George Small
Sent: Wednesday, January 23, 2008 2:04 PM
To: 'SMiller'
Cc: SMBrown; Chris Berndt; Bruce Heflin
Subject: RE: Land Application permit process

Thanks Sandy...it looks like we are getting back on track with this project now. RAM continues to profess that they plan to begin excavating the site late this Spring (May or June). I think they are soft-playing it now due to the economic situation...but for now we need to give them the benefit of the doubt and assume that they will begin work this spring as currently planned. Let me know if we need to do anything more on our end.
George

George Small, PE, PLS
Engineering Director
Town of Chapel Hill, NC

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Wednesday, January 23, 2008 1:53 PM
To: George Small
Cc: SMBrown
Subject: Land Application permit process

Good afternoon,

I have spoken to Mr. John Maloy of the DENR and he has stated that it is not necessary for him to visit the site until he is ready to approve the permit (how's that for positive thinking??). The permit form is attached, and it outlines the requirements for the land application site.

Just to follow up, have you had a chance to touch base with the RAM Development folks to see what their tentative excavations schedule might be?

We are shooting to have the electronic version of the proposal to you Friday afternoon or Monday noon at the latest.

Thank you for your inputs,

Sandy Miller
Environmental Scientist

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1/23/2008

<Date>

<Name of Contact Person>
<Permittee Name>
<Address>

Subject: **Issuance of UST Permit No. SRU < >**
One Time Conventional Rate Land Application of
Petroleum Contaminated Soil
<Permittee Name>
<Site Location>
<County Name> County

Dear <Contact Person Salutation>:

In accordance with your application received on <date>, we are forwarding herewith Permit No. SRU< >, dated <Permit Initiation Date>, to <Permit Expiration Date> for the operation of the subject One Time Conventional Rate Land Application program.

This permit shall be effective from the date of issuance until <Permit Expiration Date>, and shall be subject to the conditions and limitations as specified therein. The Regulatory authority for this permit can be found in title 15A of the North Carolina Administrative Code, Subchapter 2H.

The issuing of this permit does not constitute approval for reimbursement from the LEAKING PETROLEUM UNDERGROUND STORAGE TANK CLEANUP FUNDS (15A NCAC 2P).

If any parts, requirements, or limitations contained in this permit are unacceptable to you, you have the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of North Carolina General Statutes, and filed with the Office of Administrative Hearings, P.O. Drawer 27447, Raleigh, North Carolina 27611-7447. Unless such demands are made this permit shall be final and binding.

If you need additional information concerning this matter, please contact <Regional Office Contact> at <Phone Number>.

Sincerely,

<Regional Office Supervisor>
< >Regional UST Section Supervisor

cc: <County> County Health Dept.
< > Regional Office SR files
UST Section Central Office
< > Consultant (if appropriate)
< > Landowner or Lessee (if appropriate)

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

ONE TIME CONVENTIONAL RATE LAND APPLICATION PERMIT FOR PETROLEUM CONTAMINATED
SOIL

In accordance with the provisions of Article 21 of Chapter 143,
General Statutes of North Carolina as amended, and
other applicable Laws, Rules, and Regulations

UST PERMIT No. SRU < > IS HEREBY GRANTED TO

< >

in < > County

For the construction and operation of a land application soil treatment system, consisting of a one time application of no more than four inches of (approximately < > cubic yards) of petroleum contaminated soil, with no more than 536 cubic yards per acre. The soil to be treated contains <type of petroleum> from <facility name and location> in < > County onto a < > acre treatment area located at < > in < > County with no discharge of wastes or effluent to adjacent native soils or to the waters of the state. This permit is issued pursuant to the application received <date>, and in conformity with the project plan, specifications, and other supporting data filed with and approved by the Department of Environment and Natural Resources (hereinafter Department) and considered a part of this permit.

This permit shall be effective from the date of issuance until <date>, and shall be subject to the following specified conditions and limitations:

I. PERFORMANCE STANDARDS

1. The < > Regional Office, phone no. < >, shall be notified during the normal working hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding state holidays, at least forty-eight (48) hours **before** the initial land application of the contaminated soils. **Land application shall be initiated during the normal working hours (unless another time has been arranged with the < > Regional Office), in order to allow for a site inspection.** (UST Section Ex Situ Soil Remediation Permits)
2. This permit may be modified or revoked if the facilities fail to perform satisfactorily, including the creation of nuisance conditions. The Permittee shall take immediate corrective action, including but not limited to those that may be required by the Department, such as the operation of additional or replacement treatment facilities in accordance with 15A NCAC 2H .0213(l), .0219 (m)(4), and .0219 (o)(2)
3. The issuance of this permit shall not relieve the Permittee of the responsibility for damages to surface waters or groundwaters resulting from the operation of this facility in accordance with 15A NCAC 2H .0217 (f).
4. This permit is effective only with respect to the nature and volume of wastes described in the application and other supporting information. This permit covers petroleum contaminated soil originating from a release. **No contaminants other than petroleum are covered under this permit in accordance with the UST Section guidelines.**

5. All materials are to be maintained in accordance with the project plan, specifications, and other supporting data and pursuant to the application received <date>, all of which is filed and approved by the Department and considered part of this Permit. (15A NCAC 2H .0205 (d)(12)(C)) This also includes but is not limited to:
 - a) a soils evaluation report of the disposal area, conducted by a Soil Scientist, to adequately evaluate the soil to a depth of five feet. The Report shall include, but is not limited to:
 - 1) field descriptions of texture, color, and structure,
 - 2) depth and thickness of soil horizons,
 - 3) presence of any restrictive horizons,
 - 4) depth to seasonal high water table,
 - 5) soil pH and cation exchange capacity, and
 - 6) estimates of liming and fertilization requirements,
 - b) the calculation of the size of the disposal area, thickness of application, and proposed cover crop,
 - c) a site maintenance plan,
 - d) if required, the proposed groundwater quality monitor well network.
6. A set of approved documents for the subject project must be retained by the applicant for the life of the project in accordance with 15A NCAC 2H .0205(d)(12). (UST Section guidelines)
7. This permit is not transferable. In the event there is a desire for the facilities to change ownership, or there is a name change of the Permittee, a formal permit request must be submitted to the < > Regional Office, UST Section, accompanied by an appropriate application fee, documentation from the parties involved, and other supporting materials as may be appropriate. The approval of this request will be considered on its merits and may or may not be approved. (UST Section guidelines)
8. In any future transfer of this land, a notice shall be given to the new owner that gives full details of the materials applied or incorporated at this site. (UST Section guidelines)
9. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to an enforcement action by the Department in accordance with North Carolina General Statute 143-215.6.
10. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (local, state, or federal) which have jurisdiction.
11. Any soils originating from areas quarantined by the NC Department of Agriculture & Consumer Services (NCDA&CS) shall be certified by the NCDA&CS. This certificate must be received prior to any transport of the petroleum-contaminated soil. Requests for certification should be directed to local NCDA&CS field representative. See UST Section guidelines
12. The following minimum buffers shall be maintained in accordance with 15A NCAC 2H .0219 and the UST Section guidelines, this includes but is not limited to:
 - a) 100 feet from any habitable residence or place of public assembly under separate ownership or which is to be sold;
 - b) 100 feet between the disposal area and any public or private water supply, including wells;
 - c) 100 feet between disposal area and waters classified as WS-II, WS-III, or B;
 - d) 100 feet between the disposal area and the normal high water levels of waters classified as SA or SB;
 - e) 100 feet between application area and any stream, lake, river or natural drainage way;
 - f) 50 feet between application area and property lines;
 - g) 10 feet between disposal area and surface water interceptor drains or diversions (up slope);
 - h) 25 feet between disposal area and any surface water interceptor drains or diversions (down slope) and any groundwater drainage systems; and
 - i) 10 feet of area shall be maintained around the application area with a permanent vegetative cover to be

included within any of the existing buffers where appropriate. (UST Section guidelines)

13. The COMPLIANCE BOUNDARY for the system is specified by regulations in 15A NCAC 2L, Groundwater Classifications and Standards. The Compliance Boundary for systems individually permitted after December 31, 1983 is established at either (1) 250 feet from the waste area, or (2) 50 feet within the property boundary, whichever is closer to the waste area. An exceedance of Groundwater Quality Standards at or beyond the Compliance Boundary is subject to immediate remediation action in accordance to the penalty provisions applicable under General Statute 143-215.6A(a)(1).

In accordance with 15A NCAC 2L, a REVIEW BOUNDARY is established around the system midway between the Compliance Boundary and the perimeter of the waste area. Any exceedance of standards at the Review Boundary shall required remediation action on the part of the Permittee.

14. Any property transaction that alters the location of the compliance boundary must be reported to the Director of the Division of Waste Management within 14 days. Two copies of an amended site map showing the location of all the property lines and the compliance boundary must be included with the report. The Director shall modify the permit to establish the new compliance boundary.
15. The Permittee shall only accept soil clays, silts, sands, soils, natural minerals and soil contaminated with petroleum products as defined by G.S. 143-215.94A(10).
16. No soil containing non-petroleum, non-hazardous products, unless approved in writing by the UST Section Regional Office Supervisor, shall be placed on the treatment site. Such materials will not normally be accepted under a UST Soil Remediation Permit (UST Section guidelines).

II. INSPECTIONS

1. Adequate inspection and maintenance of the subject facility shall be provided by the Permittee to insure compliance with applicable state, federal or local laws and regulations in accordance with 15A NCAC 2H .0213(3) and the UST Section guidelines.
2. Any duly authorized officer, employee, or representative of the Department may, upon presentation of credentials, enter and inspect any property, premises or place on or related to the treatment site and facility for the purpose of determining compliance with this permit; may inspect or copy any records that must be kept under the terms and conditions of this permit; or may obtain samples of soil, groundwater, surface water, or leachate in accordance with 15A NCAC 2H .0213 (3) and the UST Section guidelines.

III. OPERATION AND MAINTENANCE REQUIREMENTS

(15 NCAC 2H .0219 (m) and UST Section guidelines)

1. The facilities shall be properly maintained and operated as a non-discharge system at all times.
2. Adequate measures shall be taken to prevent surface runoff from carrying any contaminated material into any surface waters. Adequate measures must be taken to prevent unauthorized access and illegal dumping.
3. All foreign debris (i.e., pipes, tires, plastic, concrete, asphalt, wood, metal, etc.) greater than two (2) inches in diameter must be removed and at no time shall foreign debris be land applied to the approved site with the contaminated soil during the life of this permit. Foreign debris removed from the land-applied soil shall be removed from the site within 48 hours after application, unless specific approval is granted by the Regional Office only to accommodate emergencies or extenuating circumstances. This foreign debris must be disposed of in a matter consistent with all statues, rules, regulations, or ordinances that may be imposed by local state, and government agencies that have jurisdiction.

4. Soils contaminated with fuel oils (#4, #5 or #6), or new or used motor oils shall not be applied to sites where food-chain crops are growing or will be grown, during the term of this permit in accordance with the UST Section guidelines.
5. The < > cubic yards of contaminated soil shall be spread to a thickness not to exceed 4 inches on at least < > acre(s) of land at the treatment site.
6. The < > cubic yards of soil shall be land applied either (1) immediately following receipt of this permit if the contaminated soil has been stockpiled for longer than 45 days, or (2) within 45 days of excavating or stockpiling of contaminated soil.
7. The site must be adequately limed to a soil pH between 6.0 and 8.0 for Class I product contaminated soils, and 6.5 and 7.5 for Class II product contaminated soils, during the incorporation of the contaminated soil. The pH should be calculated by determining the contaminated soil pH and native soil pH separately. The contaminated soil and lime must be thoroughly incorporated into the top six (6) to eight (8) inches of the native soils, by tilling or disking within twenty-four (24) hours of application.
8. No food for direct human consumption shall be grown on the disposal area site for at least 12 months following the Department approved completion of contaminated soil treatment in accordance with the UST Section guidelines.
9. To ensure that sufficient oxygen is provided for waste biodegradation after application, the site must be re-tilled immediately prior to seeding the vegetative cover and every six months thereafter. A vegetative cover, as indicated in the permit application, shall be established within 30 days of application or re-tilling, and shall be properly maintained.
10. For optimal soil remediation, nutrients, in the form of nitrogen and phosphorus fertilizers, must be applied over the treatment area and fully incorporated into the mixed contaminated and native soil layer when needed. The determination of nutrient levels should be made after contaminated soil incorporation. Nutrient levels must be maintained as follows:
 - a) For nitrogen, the tolerance level of the vegetative crop, as determined by an agronomist or other knowledgeable party, or 75 - 100 pounds per acre plant available nitrogen (PAN).
 - b) For phosphorus, the tolerance level of the vegetative crop, as determined by an agronomist or other knowledgeable party, or 50 - 75 pounds per acre P_2O_5 or equivalent.
11. No soil shall be transported off-site from the permitted facility without prior approval by the Department.
12. The slope of the treatment area must be less than 5%.

IV. MONITORING AND REPORTING REQUIREMENTS

1. **Noncompliance Notification:** In accordance with 15A NCAC 2L .0106, the permittee shall report by telephone to the < > Regional Office, telephone no. < >, as soon as possible, but in no case more than 24 hours or on the next working day following the occurrence, or first knowledge of the occurrence, of any of the following:
 - a) The land application or otherwise disposing of significant amounts of wastes which is not in accordance with the terms and conditions of this permit.
 - b) Any failure of the land application program resulting in a discharge of wastes to the groundwaters or surface waters of the State in violation of assigned quality standards.
 - c) Any spillage or discharge from a vehicle or piping system transporting contaminated soil to the application site.

Persons reporting such occurrences by telephone shall also file a written report in letterform within 15 days

following first knowledge of the occurrence. This report must outline the actions taken or proposed to be taken to ensure that the problem does not recur.

2. In accordance with 15A NCAC 2L .0110, any monitoring deemed necessary by the Department, to ensure surface water and groundwater protection, will be established and an acceptable sampling and reporting schedule shall be followed in accordance with the UST Section guidelines.
3. All wells that are constructed for purposes of groundwater monitoring shall be constructed in accordance with 15A NCAC 2C .0108 (Standards of Construction for Wells Other than Water Supply) and any other state and local laws and regulations pertaining to well construction.
4. Composite samples (one per 200 cubic yards) must be collected for initial characterization of petroleum contaminated soil prior to acceptance on-site. Samples must be analyzed in accordance with rule to provide: a complete chemical analysis of the typical petroleum contaminated soil to be remediated, including but not limited to, total petroleum hydrocarbons (TPH), semivolatile and volatile hydrocarbons (per SW-846 Methods 8260 and 8270), pH, and heavy metals, and a determination of hazardous waste constituents using the Toxicity Characteristic Leaching Procedure (TCLP) described in 40 CFR 261.24 (EPA SW-846/Method 1311 (TCLP) metals). In most cases the analytical results should have been submitted with the application. Any substance shall be considered a hazardous waste if the results of the TCLP analysis indicates concentrations of constituents greater than the federal regulatory level, unless documentation is provided stating that the petroleum contaminated soil is not a hazardous waste regulated under Subtitles C or D of RCRA. A TCLP analysis will be required for all permit applications to remediate petroleum contaminated soil in accordance with the following criteria:
 - a) if the source of the soil contamination is a virgin (unused) petroleum product, from an underground storage tank regulated under Subtitle I of RCRA, the contaminated soil shall not be considered a hazardous waste and no TCLP analysis, is required. In lieu of the TCLP analysis certification of soil contamination from a virgin petroleum product will be required,
 - b) if an analysis of the source of petroleum product is submitted showing concentrations less than the regulatory level associated with the constituents of the TCLP analysis (Table II.2 of the Federal Register, Volume 55, No. 61), the contaminated soil shall not be considered a hazardous waste and no TCLP analysis will be required,
 - c) for soil contaminated with used motor oil, the soil will be considered hazardous until proven otherwise by a TCLP analysis for metals only (EPA Hazardous Waste Nos. D004-D011),
 - d) for soil contaminated by waste oil, a TCLP analysis for all constituents in Table II.2 of the Federal Register, Volume 55, No. 61, with the exception of pesticides and herbicides, shall be required,
 - e) for soil contaminated with petroleum products not regulated under Subtitle I of RCRA (excluding used motor and waste oils), the soil will be considered hazardous until proven otherwise by procedures specified by the Department.

Total analysis of the RCRA metals (as found in EPA SW-846) may be used instead of the TCLP metals analysis if the individual analytes are not present in the waste or if they are present at levels which could not possibly exceed TCLP regulatory levels (EPA SW-846/Method 1311, Section 1.2). Levels which could not possibly exceed TCLP regulatory levels are defined by the Division's Groundwater Section as those which do not exceed the Maximum Theoretical Leachate Concentration. The Maximum Theoretical Leachate Concentration is the specific total analyte concentration divided by twenty.

To allow treatment of any soil in which one or more constituents do exceed a regulatory level, a written clearance is required stating that the soil is not subject to regulation by applicable programs.

5. Two composite soil samples must be collected from each acre, or each application area if it is less than one acre. Samples shall be collected at the treatment site every six (6) months following land application or until the permittee can demonstrate that the soil has been remediated to below the method detection limit by the

analytical method for the source material as listed below:

- a) Low Boiling Point Fuels: gasoline, aviation gasoline, gasohol, etc. by **EITHER** methanol preserved EPA 5030/8015B GRO **OR** methanol preserved EPA 5030 w/California Method.
- b) Medium/High Boiling Point Fuels: jet fuels, kerosene, diesel, varsol, mineral spirits, naphtha, fuel oil #2, etc. by **EITHER** methanol preserved EPA 5030/8015B GRO and EPA 3550/8015B DRO **OR** methanol preserved EPA 5030 w/ California Method and EPA 3550 w/ California Method.
- c) Heavy Fuels: #4, #5, #6 fuel oils; motor oil; hydraulic fluid; etc. by **EITHER** EPA 9071A **OR** 9071B (when freon extraction is no longer allowed).
- d) Used / Waste Oil: by **EITHER** EPA 9071A **OR** 9071B (when freon extraction is no longer allowed).

Each composite sample will be composed of six primary samples. Primary samples shall be collected at the remediation site to demonstrate that the soil has been remediated. Each primary sample will be composed of the vertical column of soil, extending from land surfaces to the maximum depth of waste incorporation, and collected by using a soil auger, Shelby tube, split-spoon sampler or other sampling methods approved by the Department. A Department certified laboratory must perform the analysis. Except for the samples collected for volatiles and/or TPH Gasoline, the six primary samples comprising each composite sample shall be thoroughly mixed. The six primary samples collected for volatiles and/or TPH Gasoline analysis shall be methanol preserved in separate VOA vials and representative portions of the methanol extracts composited by the analytical laboratory using methods that minimize volatile organic loss.

6. All compounds analyzed using a certified method must be reported. The laboratory report must include the following:
 - a) NC DWQ-certified Laboratory name, address, certification number, contact and phone number
 - b) Client/Facility name & address
 - c) Date of report preparation
 - d) Chain-of-Custody form including
 - 1) A description of each sample (including QA/QC samples) and the number of containers (sample location and identification);
 - 2) Signature of the sampler;
 - 3) The date and time of sample collection;
 - 4) The analytical method to be performed;
 - 5) The sample type (i.e., water or soil);
 - 6) The regulatory agency (i.e., N.C. DENR/DWM – UST Section);
 - 7) Signatures of all persons relinquishing and receiving custody of the samples, and dates and times of custody transfers.
 - e) Case Narrative (written on laboratory letterhead and signed by the laboratory supervisor or his/her designee): The case narrative should include a detailed description of all problems encountered in the analysis and a discussion of possible reasons for any QA/QC criteria outside acceptance limits.
 - f) Summary of Analytical Results including:
 - 1) Client's sample identification and the corresponding laboratory identification
 - 2) Sample matrix,
 - 3) Dates of and methods of analysis, preparation and/or extraction,
 - 4) Weight or volume of sample used for analysis/extraction/digestion,
 - 5) Dilution or concentration factor for the samples,
 - 6) Percentage of moisture in the soil samples,
 - 7) Definitions of any data qualifiers,
 - 8) Method Detection Limit or Limit of Detection,
 - 9) Reporting Limit (i.e., Limit of Quantitation or Practical Quantitation Limit),
 - 10) Analytical results with units of measure,
 - 11) Signature of Laboratory Supervisor.
 - g) Summary of QA/QC Results including:
 - 1) Method Blank results **and** field or trip blank results if applicable,
 - 2) Surrogate recoveries and control limits,

- 3) Laboratory QC Check sample results with percent recoveries and control limits,
- 4) Laboratory duplicate results with relative percent difference and control limits,
- 5) Batch Matrix spike/matrix spike duplicate results.

NOTE: For target analytes analyzed for initial characterization, the Method Detection Limit (MDL) concentration must be indicated with the analytical result and results reported down to the MDL. For completion of soil remediation, it must be documented that the contaminated soil has been remediated to below the method detection limit by the analytical method for the source material as listed above in Section IV. 4 of this permit and Table 3 of the UST Section guidelines with the exception of pH and TCLP, which are only required for initial characterization. Results above the MDL, but below the laboratory reporting limit, must be reported and qualified as estimated. The reporting limit and method detection limit concentrations must be indicated for all analytical results, and must be supported by documentation retained by the laboratory.

V. PERMIT COMPLETION REQUIREMENTS

1. This permit may be closed-out based upon a determination by the Department that the contaminated soil has been remediated to below the method detection limit by the analytical method for the source material as listed below, in accordance with 15A NCAC 2H .0219 (m) and Table 3 of the UST Section guidelines:
 - a) Low Boiling Point Fuels: gasoline, aviation gasoline, gasohol, etc. by methanol preserved EPA 5030/8260B with IPE & MTBE, EPA 8270C **AND EITHER** methanol preserved EPA 5030/8015B GRO **OR** methanol preserved EPA 5030 w/California Method.
 - b) Medium/High Boiling Point Fuels: jet fuels, kerosene, diesel, varsol, mineral spirits, naphtha, fuel oil #2, etc. by methanol preserved 5030/8260B with IPE & MTBE, EPA 8270C **AND EITHER** methanol preserved EPA 5030/8015B GRO and EPA 3550/8015B DRO **OR** methanol preserved EPA 5030 w/ California Method and EPA 3550 w/ California Method.
 - c) Heavy Fuels: #4, #5, #6 fuel oils; motor oil; hydraulic fluid; etc. by methanol preserved 5030/8260B with IPE & MTBE, EPA 8270C, EPA 3050 or 3051 Preparation: Total Metals (Chromium and Lead), **AND EITHER** EPA 9071A **OR** 9071B (when freon extraction is no longer allowed).
 - d) Used / Waste Oil: by methanol preserved 5030/8260B with IPE & MTBE, EPA 8270C, EPA 3050 or 3051 Preparation: Total Metals (Chromium and Lead), **AND EITHER** EPA 9071A **OR** 9071B (when freon extraction is no longer allowed).

Two composite soil samples must be provided from each acre, or the application area if it is less than one acre. Each composite sample will be composed of six primary samples. Primary samples shall be collected at the remediation site to demonstrate that the soil has been remediated. Each primary sample will be composed of the vertical column of soil, extending from land surfaces to the maximum depth of waste incorporation, and collected by using a soil auger, Shelby tube, split-spoon sampler or other sampling methods approved by the Department. A Department certified laboratory must perform the analysis. Except for the samples collected for volatiles and/or TPH Gasoline, the six primary samples comprising each composite sample shall be thoroughly mixed. The six primary samples collected for volatiles and/or TPH Gasoline analysis shall be methanol preserved in separate VOA vials and representative portions of the methanol extracts composited by the analytical laboratory using methods that minimize volatile organic loss.

2. All compounds analyzed using a certified method must be reported. The laboratory report must include the report elements listed above in Section IV 5 of this permit.
3. If the permit conditions for completion will not have been met at the time of permit expiration, a permit renewal must be submitted to the Regional Office at least 30 days prior to expiration. The permit renewal request shall include Form UST-70, appropriate fees, and site drawings.

Permit issued this the < > day of < >, < >.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

Regional UST Section Supervisor, < > Regional Office
Division of Waste Management
By authority of the Environmental Management Commission

UST Permit No. SRU< >

ATTACHMENTS: Attachment A - Analytical Reporting Requirements
Attachment B - Site map showing location of groundwater monitoring wells and erosion
control features (provided by permittee, if required)



North Carolina Department of Environment and Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary

Division of Waste Management
Underground Storage Tank Section

Dexter R. Matthews, Director

January 17, 2008

Mr. Bill Letteri
Town of Chapel Hill, Public Works Department
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514

Re: Acknowledgement of Report Receipt
Parking Lot # 5
Intersection of West Franklin Street and Church Street
Chapel Hill, NC 27514
Orange County
Incident Number: N/A
Risk Classification: N/A
Ranking: N/A

Dear Mr. Letteri:

The Underground Storage Tank (UST) Section is in receipt of the **Phase II ESA and Limited Soil Delineation Report** dated January 14, 2008. The report will be reviewed and maintained in the Raleigh Regional Office.

If you have questions regarding the information contained in this letter, please contact me at the address or telephone number listed below.

Sincerely,

John F. Maloy
Raleigh Regional Office

cc: **Raleigh Regional Office/JFM- 1628 Mail Service Center, Raleigh, NC 27699 (919) 791-4200**
Orange County Health Department
ECS Carolinas LLP; 9001 Glenwood Avenue; Raleigh, NC 27617

George Small

From: John Newark
Sent: Tuesday, January 22, 2008 9:26 AM
To: George Small
Subject: FW: Scan from Xerox WorkCentre

Attachments: Scan001.PDF



Scan001.PDF (27
KB)

Commander,

Attached is a scan of NCDENR's receipt of the report for the UST at Church/Franklin (Lot 5).

I've forwarded the original to you via interoffice mail...

Thanks,
J.

-----Original Message-----

From: xerox@townofchapelhill.org [mailto:xerox@townofchapelhill.org]
Sent: Tuesday, December 26, 2006 4:37 PM
To: John Newark
Subject: Scan from Xerox WorkCentre

Please open the attached document. It was sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [xerox@townofchapelhill.org] Number of Images: 1 Attachment File Type: PDF
WorkCentre Pro Location: machine location not set Device Name: XRX0000AA6CAEA2

George Small

From: Bruce Heflin
Sent: Wednesday, January 16, 2008 8:37 AM
To: George Small
Subject: FW: Development Agreement and the Budget

From: Chris Berndt
Sent: Tuesday, January 15, 2008 5:59 PM
To: Bruce Heflin
Cc: Kate Flory; Steve Wright
Subject: Development Agreement and the Budget

Bruce,

When you get to talk to John Florian, it may be helpful to be reminded of what the Agreement says about the Project Budget (this is to be completed by July 9, 2008 per the Agreement). The Town has "limited review rights" over the Project Budget (excerpt from Section 2.3(e)):

"...the Town shall have reasonable review rights over the Project Budget and all modifications thereof but only for the limited purpose of verifying compliance with the approved Architectural Drawings and the Approved Town Plans and to ensure that Developer's Equity is sufficient to complete the Project. The Project Budget shall (i) be certified by the Developer as being complete in all material respects and (ii) be accompanied by a certification... from a construction management firm unrelated to Developer and reasonable acceptable to the Town and the Developer...certifying that to the best of its knowledge the Project Budget is reasonable in light of standards applicable to comparable projects...."

Chris



Chris S. Berndt
Special Projects Assistant
Town Manager's Office
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

George Small

From: George Small
Sent: Thursday, January 10, 2008 1:08 PM
To: 'SMiller'; 'smbrown@ecslimited.com'
Cc: Chris Berndt; MC Russell; Bruce Hefflin; Ralph Karpinos
Subject: RE: Update on Parking Lot #5

January 10, 2008

Sandy: Thanks for the information outlined below. I am peripherally familiar with the forms you have identified, and I think it would be most effective for your firm to handle the submittal of the necessary forms (provided the land application process is a viable alternative for this project). Therefore, please include the work/costs associated with securing a land-application permit as an element of the CAP proposal you will be submitting to the Town. Let me know if need anyone from the Town to join you in meetings/conversations with State officials regarding this project and development of the CAP proposal.

Thanks. Call me if ????

George Small, PE, PLS
Engineering Director
Town of Chapel Hill, NC
919-968-2833

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Thursday, January 10, 2008 10:18 AM
To: George Small
Cc: SMBrown
Subject: Update on Parking Lot #5

Good afternoon, and Happy New Year to you!

I hope you had a relaxing holiday season. I wanted to touch base with a brief update on our progress thus far. The point-of-contact for our efforts will be Mr. John Maloy at NCDENR, his telephone number is 791-4200, and his email address is john.maloy@ncmail.net

Mark had a chance to speak with him about several aspects of the project. The most immediate concern was whether or not we can take the excavated soils and land-apply them at the location you specified. The process for determining whether or not DENR will approve this involves Forms UST-70, UST-71, and UST-72, which need to be filled out in accordance with the NCAC 2L Standards, Subchapter 2H – and I just happen to have copies of all of these! It would be up to you to decide whether you would like to take care of submitting it from your offices, or have us take care of it for you. In actuality, the CAP options are affected by whether or not the land-application process is a viable alternative. When we submit the proposal to the Town, we can write it one of two ways: prepare the CAP as originally discussed, or wrap the costs for submitting the land-application permit into the CAP proposal costs. I'd be happy to bring the forms over and we could determine the most appropriate way to proceed.

In addition, I have contacted John Maloy, and have a pending appointment to meet with him to discuss the project, and our various options. Please let me know what your preferences are. Thank you.

Sandy Miller
 Environmental Scientist

ECS Carolinas, LLP
 9001 Glenwood Avenue
 Raleigh, NC 27617-7505
 (919) 861-9921 (direct voice)

1/10/2008

(919) 398-0198 (cell phone)
(919) 861-9910 (office)
(919) 861-9911 (office fax)

e-mail: smiller@ecslimited.com
<http://www.ecslimited.com>

The ECS Group of Companies
ENR #96 Top Design Firm

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George Small

From: George Small
Sent: Thursday, January 03, 2008 1:37 PM
To: 'SMiller'
Cc: Bruce Heflin; Chris Berndt; Ralph Karpinos; MC Russell
Subject: RE: Chapel Hill Parking Lot #5

Thanks Sandy. I will look forward to hearing from you and/or Mark soon. I am very interested in moving ahead with this as quickly as possible. George

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Friday, December 28, 2007 2:47 PM
To: George Small
Cc: SMBrown
Subject: Chapel Hill Parking Lot #5

Good afternoon George,
 I hope you had a wonderful holiday and are looking forward to the New Year.
 I just wanted to give you a quick update on what's going on with us. Due to the holidays, we have had limited success contacting folks.

- Mark has contacted Mark Poindexter (Division of Waste Management) and he will not be returning until Jan 2; when he does return, he apparently has a contact name of someone in Fayetteville who is knowledgeable in landfills. Mark will follow up on Wednesday.
- I spoke with Caroline Davenport (at DENR) who was not able to provide much information aside from the fact that she said that I needed to speak with John Malloy in her office. I have left several messages for him, and delivered another copy of the Phase II report down to him at the DENR office in Raleigh. Mark may have better luck with him, as they have a past history of conversations.

We will redouble our efforts on January 2 to make these contacts – and may go sit in their offices if necessary! We will keep you updated as we proceed. Please feel free to contact us prior to that if necessary.
 Have a great weekend.

Sandy Miller
 Environmental Scientist

ECS Carolinas, LLP
 9001 Glenwood Avenue
 Raleigh, NC 27617-7505
 (919) 861-9921 (direct voice)
 (919) 398-0198 (cell phone)
 (919) 861-9910 (office)
 (919) 861-9911 (office fax)

e-mail: smiller@ecslimited.com
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George Small

From: George Small
Sent: Wednesday, December 19, 2007 5:25 PM
To: 'smbrown@ecslimited.com'
Cc: 'smiller@ecslimited.com'; Chris Berndt; Bruce Heflin; Ralph Karpinos; MC Russell
Subject: Action Summary of Meeting on 12/12/07...

December 19, 2007

Mark and Sandy: Thank you for meeting with Town staff last week. I now better understand where we are and where we need to go regarding the geotechnical aspects of the Parking Lot #5 improvement project in Chapel Hill. According to my notes, the following are action items we discussed at the meeting:

- ECS will follow-up with appropriate State department(s) and staff to determine the State's review status of the Lot #5 Phase II Environmental Site Assessment and Limited Soil Delineation Report (submitted to NCDENR on July 3, 2007).
- ECS will determine if/when an incident number was assigned to this project, and whether or not this site has been classified as "inactive". (If inactive site, a Corrective Action Plan can be prepared, implemented and signed off by Mark Brown who is credentialed as a "Recognized Environmental Consultant" (REC) by the State.)
- ECS will investigate the incident number and risk class of the Lot #5 site to determine if there is an opportunity to get UST clean-up funds for some of the necessary site work.
- ECS will contact Mark Poindexter at the State (Solid Waste Division?) to determine if the north section of the Town Operation Center property off Millhouse Road could be used as a working site to aerate contaminated soil removed from the Lot #5 property.
- Town staff will determine if there are any Town or County restrictions on using the north section of the TOC property to store and aerate soil removed from the Lot#5 property.
- Town Staff will contact County Landfill staff to determine if the landfill would accept excavated material from the Lot #5 project for blending and/or capping cells of the landfill. (If the TOC property can be used, we could significantly reduced haul costs for both contaminated and uncontaminated soils.)
- ECS will prepare a proposal for development and oversight of a Corrective Action Plan (CAP) for excavating, transporting and treating contaminated soil from the Lot #5 project. This CAP will include best estimates of costs associated with alternative disposal methods for the contaminated soil. This CAP will also provide an estimate of total excavation quantities of contaminated soils based on engineering judgment and the soil boring logs.
- ECS will get the necessary facts and information noted above, and will submit its CAP proposal to the Town by the end of January, 2008.

That is about it according to my notes. Please let me know if there is anything that I missed or misconstrued.

George Small, PE, PLS
 Director of Engineering
 Town of Chapel Hill, NC

12/19/2007

George Small

From: Chris Berndt
Sent: Tuesday, December 11, 2007 4:04 PM
To: George Small
Subject: FW: ECS Bills

George--here is what they had e-mailed me about the bills in November, to refresh your memory. --Chris



Chris S. Berndt
Special Projects Assistant
Town Manager's Office
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

From: Chris Berndt
Sent: Wednesday, November 07, 2007 1:07 PM
To: SMiller
Cc: George Small; Bruce Heflin
Subject: RE: ECS Bills

Sandy,

Thanks for your response. We will review the information and be in touch about next steps. We look forward to hearing about the results of your phone inquiries.

Sincerely,
Chris Berndt

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Wed 11/7/2007 9:49 AM
To: Chris Berndt
Cc: SMBrown
Subject: ECS Bills

Good morning Chris,

This is what I understand from my research into past activities on this project and from conversations with Mark Brown: The invoice number 155801 reflects the charges for the remainder of the work done on the report (Phase II and Limited soil Delineation, April 2, 2007). The invoice number 157708 reflects the charges for several things. The main item being preparation for, attendance at, and follow-up conversations from the meeting that ECS attended with Ram Development and the Town of Chapel Hill. During the course of these two invoices, Mr. Letteri had many questions and requests that required considerable input from ECS. Additionally, we needed to prepare a package to send to the North Carolina Department of Environment and Natural Resources (NCDENR).

Your other questions concern whether or not we need to file a corrective action plan with the State and what the regulatory process would be as a result. I have tried contacting John Malloy with NCDENR and have not been able to speak with him yet. As a result, of my conversations with Mark, I believe the situation is as follows: 1) If there is already an "open" incident number

12/11/2007

associated with the Parking Lot#5, then we do need to notify the state, determine what studies have been done to date, and what the next step would be in the study/reporting process.

2) If there is not an incident number associated with this site, then we do not need to notify the state at this time.

3) If when we begin the next phase of work we encounter new contamination that would remain on site (as opposed to being taken off-site for remediation), then we may have to prepare the proper documents to notify the state.

A real estate transaction has a certain series of studies that occur in a particular order, and they differ somewhat in nature from the studies required by the Hazardous Waste Branch or the Underground Storage Tank division or the Inactive Hazardous Sites Branch. What work has already been completed and how the future activities are to be conducted have some effect on exactly what type of work we need to schedule/document we need to prepare.

I hope this clears up some of your questions and enables you to feel comfortable releasing payment to ECS. Please let me know if you need further clarification, and I will let you know as soon as I hear back from Mr. Malloy at NCDENR.

Sandy Miller
Environmental Scientist

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505
(919) 861-9921 (direct voice)
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12/11/2007

George Small

From: Chris Berndt
Sent: Thursday, December 06, 2007 4:56 PM
To: Bruce Heflin
Cc: George Small; Ralph Karpinos; Jon Keener
Subject: Project Status of Lot 5

Bruce,

Below please find information on the status of the Lot 5 project for your use in replying to a recent Council member inquiry. I reviewed the highlighted dates in red with Jon Keener at Ram (suggest remove red in your final doc). I would appreciate receiving a copy of the final product, if appropriate. Let me know if you need additional information. --Chris

The Town Council approved a Development Agreement with Ram Development Company on February 12, 2007. The Council authorized the Special Use Permit for the Lot 5 project on June 27, 2007. Since that time, Ram Development Company has been working on its final plans for submittal to the Town under the terms of the special use permit. Ram expects to submit its final plans for a building permit by March, 2008. We understand Ram is working toward starting construction by around June, 2008.

The Town and Ram Development Company entered into a contract with Mikyoung Kim on September 27, 2007 to revise the Arts Master Plan, select additional artists, and prepare a preliminary design for the Lot 5 project. Work on this component is now underway. We tentatively expect the arts consultant to make a report to the Council at its January 28, 2008 meeting. In authorizing the contract, the Council requested review of the work prior to completion.

The Town and Ram Development Company completed the 9th and 10th peer review sessions of the design of the project in 2007 with Dean Marvin Malecha of North Carolina State University. The Council received the final report of the Dean on November 19, 2007.

The Town is preparing a recombination plat to make the site one property per the terms of the Special Use Permit and the Development Agreement, for use by the Developer.

In March, 2007, the Town contracted with ECS Carolinas to complete a Phase II Environmental Assessment of the site. Under the terms of the Development Agreement, the Town would pay for the marginal cost of removal of contaminated soil; that is, those costs related to environmental remediation above and beyond Ram Development Company's normal construction cost of hauling soil off-site. The assessment indicated some areas of contamination, and on May 7, 2007 the Council budgeted \$240,000 for the estimated remediation needed.

Below are the major dates anticipated by the Development Agreement, with notes in parentheses on the status to date, where applicable.

Estimated Completion Dates in Development Agreement (Sec. 2.3(i)):

3/20/07	Submit Special Use Permit (<i>complete</i>)
9/04/07	Submit Architectural Drawings (<i>estimated submittal in January 2008</i>)
12/31/07	Secure Special Use Permit (<i>complete</i>)
5/07/08	Secure Zoning Compliance Permit
6/04/08	Submit final design development documents and Construction Documents for the Town to review to determine compliance with the Approved Architectural Drawings
7/09/08	Complete initial Project Budget

12/6/2007

---* Secure firm commitment for Project Financing
*within 60 days after ZCP
--- ** Submit application for building permit
**within 30 days of Town confirmation that design development and Construction Documents are in
compliance with Approved Architectural Drawings
10/01/08 Closing to occur within 30 days after the building permit obtained, by October 1, 2008



Chris S. Berndt

Special Projects Assistant

Town Manager's Office

Town of Chapel Hill

405 Martin Luther King Jr. Blvd.

Chapel Hill, NC 27514-5705

Phone: (919) 969-5054

Fax: (919) 969-2063



November 17, 1992

Groundwater Analyses
West Franklin City Lot
Chapel Hill, N.C.

Mr. Eric Luther
Town of Chapel Hill, N.C.
Parking Services
306 North Columbia Street
Chapel Hill, N.C. 27516

Dear Mr. Luther:

Griffith Enterprises, Inc. is submitting herewith the results of groundwater analyses you requested concerning the monitoring wells installed on the West Franklin Street Parking Lot. Also attached is a current site map to reference well locations.

As shown, wells #28, #30, and #33 measured low levels of dissolved phase hydrocarbon constituents in the groundwater. However, we do not anticipate that the measured levels will require remediation equipment to be installed at the referenced locations. The levels should decrease at these locations once our groundwater treatment system is placed in the Walker's Funeral Home parking lot. The system, pending approval from the NCDEM, will intercept groundwater prior to reaching the City parking lot, thus removing the source of hydrocarbons measured in the wells.

Even though we do not anticipate disturbing the City parking lot during the remediation process, we may request permission to place groundwater treatment equipment in an enclosure on City property adjacent to the fence near the Rosemary Street entrance. We will continue to up-date you on our future progress with the system installation.

Griffith Enterprises, Inc. appreciates your continued assistance and cooperation. If there are any questions or if any additional information is needed, please feel free to contact the writer immediately.

Sincerely,

M. Alan Griffith
Hydrogeologist

Griffith Enterprises, Inc.
163 Stratford Court, Suite 250
Winston-Salem, N.C. 27103
(919) 761-1137
Fax (919) 725-9159

TABLE 1
SUMMARY OF SELECTED BTEX DATA
EXXON LOCATION 4-0779
126 WEST FRANKLIN ST.
CHAPEL HILL, NORTH CAROLINA

DATE	ID	BENZENE (ppb)	TOLUENE (ppb)	ETHYL BENZENE (ppb)	TOTAL XYLENES (ppb)	TOTAL BTEX (ppb)	MTBE	IPE
6/9/92	MW-28	35	1.6	13	2.8	52.4	ND	59
6/9/92	MW-29	ND	ND	ND	ND	0	ND	ND
6/9/91	MW-30	37	4.5	1.9	1.2	44.6	70	2200
6/9/91	MW-31	ND	ND	ND	ND	0	ND	ND
6/9/92	MW-32	ND	ND	ND	ND	0	ND	ND
6/9/92	MW-33	ND	ND	ND	ND	0	ND	240
6/9/92	MW-35	ND	ND	ND	ND	0	ND	ND
6/9/92	MW-36	ND	ND	ND	ND	0	ND	ND

MEMORANDUM

TO: Sonna Loewenthal
FROM: Bob Godding *JB*
SUBJ: Groundwater Analysis - Lot #5 Monitoring Wells
DATE: December 10, 1992

We have finally received a response to our request for information on the test results from the monitoring wells that we allowed to be drilled in Lot #5. This information was prepared by Griffith Enterprises and forwarded to us by the Exxon Company with a very noncommittal letter.

The report indicated some trace of contamination in three of the wells on our lot. These readings appear to be quite low in that they are reported in only a few parts per billion of ground water. However, this is a very technical report which is beyond my expertise in this matter. I suggest that we get some additional help in reviewing this to determine any liability or risk to the Town.

The report indicates that Griffith Enterprises intends to install some groundwater remediation equipment on the Walker Funeral Home Lot which "should decrease" these levels. This may resolve the problem completely over time. However, we may want to take some action to insure no lingering liability. If we ever pursued a project like the Rosemary Street Deck at Lot #5, we might be facing additional costs for treating contaminated soil or ground water.

Please let me know how you'd like to proceed. Thank you.

Attachment:

cc: Cal Horton
Ralph Karpinos
George Small
Eric Luther

12/14 - To: Bob is on 24 hr. emergency line

EXXON COMPANY, U.S.A.

POST OFFICE BOX 30451 • CHARLOTTE, NORTH CAROLINA 28230-0451 • (704) 529-4263

MARKETING DEPARTMENT
ENVIRONMENTAL ENGINEERING

J.F. (FRANK) MEDLIN
SENIOR STAFF ENGINEER

December 8, 1992

Re: R/S No. 4-0779
Groundwater Analysis
West Franklin City Lot
Chapel Hill, N. C.

Mr. Eric Luther
Town of Chapel Hill, N.C.
Parking Services
306 North Columbia Street
Chapel Hill, NC 27516

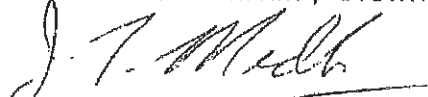
Dear Mr. Luther

At your request, Exxon is providing, free of charge, the attached environmental data prepared by Griffith Enterprises, Inc. for the subject property.

Exxon does not make any representation or warranty whatsoever, express or implied, regarding any aspect of the data. The intended purpose of the data was to satisfy the specific requirements of the North Carolina Department of Environment, Health and Natural Resources, Division of environmental Management. The data was not drafted with the intent of addressing concerns of interested third parties, like yourself.

Sincerely,

FOR EXXON COMPANY, U.S.A.


J. F. Medlin

JFM:njl
0431N

Lot #5

TOWN OF CHAPEL HILL

306 NORTH COLUMBIA STREET
CHAPEL HILL, NORTH CAROLINA 27516

November 10, 1993

Telephone (919) 968-2700

Mr. Alan Griffith
Griffith Enterprises Inc.
163 Stratford Court, Suite 250
Winston-Salem, N. C. 27103

Dear Mr. Griffith:

As a response to your request, enclosed are four copies of an encroachment agreement for the installation of groundwater recovery wells in the Town's Parking Lot #5. Please review these, and if there are no problems, sign and return all four copies. We will return one original to you, once all signatures are obtained.

Please contact us a few days prior to beginning this work so that we can be sure of the areas that will be affected. I believe we can work together so that you can resolve the problem created by the spill at McFarling's Exxon. If you have any questions on this please call me. Thank you.

Sincerely,

Robert J. Godding
Director of Transportation

Enclosure:

cc: Ralph Karpinos
Sonna Loewenthal ✓

NORTH CAROLINA
ORANGE COUNTY

ENCROACHMENT AGREEMENT

This Encroachment Agreement, made this _____ day of _____, 1993, by and between Griffith Enterprises, Inc., of Winston-Salem, North Carolina, a North Carolina Corporation ("Griffith"), and the Town of Chapel Hill, a North Carolina Municipal Corporation (the "Town").

WITNESSETH THAT:

Whereas, the Town is the owner of a tract of land at the corner of West Franklin Street and Church Street, known as Parking Lot #5; and

Whereas, Griffith has been retained to conduct groundwater monitoring and install groundwater recovery wells in connection with the resolution of a groundwater pollution problem on the nearby property of the McFarling Exxon Station on West Franklin Street; and

Whereas, the North Carolina Department of Environment, Health, and Natural Resources, Division of Environmental Management is regulating the clean up of a spill of unleaded gasoline into the soil at the site of the Exxon Station; and

Whereas, installation of monitoring and recovery wells on the Parking Lot #5 property will serve to allow the recovery and treatment of contaminated groundwater.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Town grants a right to encroach upon the property of Parking Lot #5 at the locations identified on the attached Exhibit A which is incorporated herein by this reference, to install, maintain, and operate groundwater monitoring and recovery wells, together with the right and easement of ingress and egress across Parking Lot #5 for the purpose of inspecting, maintaining and repairing said improvements.

This Encroachment Agreement is subject to, and conditioned upon, the following covenants and provisions:

1. Installation, operation and maintenance of the wells shall be in compliance with all applicable federal and state laws and regulations.

2. Installation, operation and maintenance of the wells, shall be entirely at the expense of Griffith and its client, Exxon, and shall not disrupt the Town's operation of the Parking Lot.

3. The wells shall be removed at any time upon 30 days request by the Town. The Town agrees not to request removal of the wells except for good cause related to the Town's use of its property or operation of Parking Lot #5.

4. This Encroachment Agreement shall be for a period of 24 months from the date of this Agreement unless otherwise extended by mutual agreement of the parties. Upon expiration of this Agreement and any extensions, Griffith shall remove all monitoring equipment and shall restore the areas used for this encroachment as near as practicable to their condition prior to installation of the wells.

5. The granting of permission to install the monitoring and recovery wells shall not relieve Griffith, McFarling's Exxon, Exxon Corporation, or any other party of any liability or responsibility they might otherwise have for the environmental conditions in Parking Lot #5 associated with contamination of soils or groundwater by leakage of petroleum products or other pollutants.

6. Griffith shall hold the Town harmless for any and all damages arising out of or related to the construction, maintenance, repair, or presence of said groundwater monitoring and recovery wells.

7. Griffith shall maintain Comprehensive General Liability insurance, naming the Town as an additional insured, with a minimum limit of \$2,000,000 combined single limit for bodily injury and property damage liability, including premises and operations, covering its operations on Parking Lot #5.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

GRIFFITH ENTERPRISES, INC.

TOWN OF CHAPEL HILL

by _____
Title: _____

by _____
Town Manager

Attest: _____
Title: _____

Attest: _____
Town Clerk

CHURCH STREET

Rosemary Street

FRANKLIN STREET

15

George Small

From: Chris Berndt
Sent: Tuesday, November 20, 2007 4:45 PM
To: George Small; Bruce Heflin
Cc: Larry Tucker; MC Russell
Subject: RE: Environmental Assessment - Lot #5 Property

Bruce and George--after discussing this with George today, he and I agreed that I would make an advance call on this since Sandy has called me twice when I was away. George would then set up a meeting in a call next week. I left messages with Sandy Miller at ECS this afternoon at her office and on her cell, and will try to reach her again tomorrow. --Chris



Chris S. Berndt
 Special Projects Assistant
 Town Manager's Office
 Town of Chapel Hill
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
 Fax: (919) 969-2063

From: George Small
Sent: Friday, November 16, 2007 2:47 PM
To: Bruce Heflin; Chris Berndt
Cc: Larry Tucker; MC Russell
Subject: Environmental Assessment - Lot #5 Property

November 16, 2007

Bruce and Chris: I have reviewed the information that Chris provided regarding background and status of the environmental assessment and remediation of the Lot #5 property. It appears that very little progress has been made over the past six months or so, which is partially understandable with personnel changes at the Town but not understandable on the part of the consultant. The consultant appears to have been marginally responsive and functionally inactive recently relative to making any real progress on this project.

That said, I suggest that we proceed at follows:

1. Schedule a face-to-face meeting in December, before Christmas, to include Town staff and Consultant staff.
2. At least three working days in advance of the meeting, the Consultant should provide the following to Town staff for review and discussion at the meeting:
 - A detailed point-by-point summary of work elements that have been completed to date.
 - A detailed point-by-point summary of work elements that are "in progress" and their status to date.
 - A detailed point-by-point summary of work elements that definitely need to be initiated and a schedule for completing them.
 - A summary of other work that is either recommended or that would be dependent on the outcome of work elements noted above, including estimated time frames for completing that work.

This should effectively be the Consultant's work plan, including all environmental assessment and remediation elements that are necessary and/or recommended to move the Lot #5 re-development project forward from test borings through construction
3. At the meeting, the Consultant should provide detailed documentation of its costs incurred to date, including specific information/justification regarding the outstanding bills that the Town has not yet paid (as I understand it).

11/27/2007

4. Following the meeting, Town staff should decide whether to continue with this consultant or close out this contract and solicit quotes from another consultant to complete the necessary remaining work.

Chris: Let me know if you want me to arrange this meeting, or if you want to do that. I have had no contact to date with this Consultant, but it might be useful for me to initiate the contact and be sure that our expectations for this meeting are clear. It appears that the Consultant has not provided thorough and comprehensive responses to some of the Town's past requests.

Let me know how you want to proceed.

George Small, PE, PLS
Engineering Director

George Small

From: George Small
Sent: Wednesday, November 07, 2007 1:00 PM
To: Chris Berndt
Cc: Bruce Heflin
Subject: RE: ECS Bills

Chris: I have not had time to work much on this yet. I plan to get on it in the next couple days and will keep you and Bruce informed. I have no particular comment on Sandy's message since I have not yet read through all of the stuff you gave me. I will take her comments into consideration while I am reviewing the file and what was said/done by my predecessors on this deal.

George s

From: Chris Berndt
Sent: Wednesday, November 07, 2007 12:52 PM
To: George Small
Cc: Bruce Heflin
Subject: FW: ECS Bills

George--what do you think of this response? I'm curious if you had a chance to call Mark Brown, or if Sandy Miller just followed up from my earlier e-mails.

One question I had is what the package was for NCDENR. Also, seems like we still need to know whether we need a corrective action plan.

Chris

From: SMiller [mailto:SMiller@ecslimited.com]
Sent: Wed 11/7/2007 9:49 AM
To: Chris Berndt
Cc: SMBrown
Subject: ECS Bills

Good morning Chris,

This is what I understand from my research into past activities on this project and from conversations with Mark Brown: The invoice number 155801 reflects the charges for the remainder of the work done on the report (Phase II and Limited soil Delineation, April 2, 2007). The invoice number 157708 reflects the charges for several things. The main item being preparation for, attendance at, and follow-up conversations from the meeting that ECS attended with Ram Development and the Town of Chapel Hill. During the course of these two invoices, Mr. Letteri had many questions and requests that required considerable input from ECS. Additionally, we needed to prepare a package to send to the North Carolina Department of Environment and Natural Resources (NCDENR).

Your other questions concern whether or not we need to file a corrective action plan with the State and what the regulatory process would be as a result. I have tried contacting John Malloy with NCDENR and have not been able to speak with him yet. As a result, of my conversations with Mark, I believe the situation is as follows: 1) If there is already an "open" incident number associated with the Parking Lot#5, then we do need to notify the state, determine what studies have been done to date, and what the next step would be in the study/reporting process.
 2) If there is not an incident number associated with this site, then we do not need to notify the state at this time.
 3) If when we begin the next phase of work we encounter new contamination that would remain on site (as opposed to being

11/7/2007

taken off-site for remediation), then we may have to prepare the proper documents to notify the state.

A real estate transaction has a certain series of studies that occur in a particular order, and they differ somewhat in nature from the studies required by the Hazardous Waste Branch or the Underground Storage Tank division or the Inactive Hazardous Sites Branch. What work has already been completed and how the future activities are to be conducted have some effect on exactly what type of work we need to schedule/document we need to prepare.

I hope this clears up some of your questions and enables you to feel comfortable releasing payment to ECS. Please let me know if you need further clarification, and I will let you know as soon as I hear back from Mr. Malloy at NCDENR.

Sandy Miller
Environmental Scientist

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505
(919) 861-9921 (direct voice)
(919) 398-0198 (cell phone)
(919) 861-9910 (office)
(919) 861-9911 (office fax)

e-mail: smiller@ecslimited.com
<http://www.ecslimited.com>

The ECS Group of Companies
ENR #96 Top Design Firm

This message, including any attachment hereto, is confidential and proprietary. If you are not the named recipient, you are kindly requested to notify the sender immediately and to delete this message, including any attachment, from your system. You are not allowed to copy, use or maintain this message, and the contents hereof must not be disclosed to any other person.

11/7/2007

George Small

From: Chris Berndt
Sent: Wednesday, October 31, 2007 5:12 PM
To: George Small
Subject: FW: Environmental Assessment | Downtown Economic Development Initiative - Town of Chapel Hill

George, here is my last communication with Alan Rimer. Chris

Chris S. Berndt
Special Projects Assistant
Town Manager's Office
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

Phone: (919) 969-5054
Fax: (919) 969-2063

-----Original Message-----

From: Chris Berndt
Sent: Tuesday, August 14, 2007 4:07 PM
To: aerimer@email.unc.edu
Subject: Environmental Assessment | Downtown Economic Development Initiative - Town of Chapel Hill

http://townhall.townofchapelhill.org/projects/dedi/documents/environmental_assessment/

Alan, here is the link to the environmental assessment section of the downtown web site. It also has the earlier ones on it as well. The latest one of March 2007 is what you want. If it does not open up the first time, I would try again.

It was good to hear from you. Let me know how else I can help.

Congratulations on your OWASA appointment, too!

Sincerely,
Chris Berndt
Special Projects Assistant

The assessment detected no underground gasoline tanks, and only limited sections of petroleum-impacted soil that will require remediation. The estimated cost of the clean-up will be \$232,000. The Town will assume the costs for remediation, and the developer will fund the excavation.

"Developing a project in downtown reflects Chapel Hill's commitment to build on brownfields rather than greenfields in order to preserve our environment," said Manager Roger L. Stancil. "Brownfields are properties where redevelopment or reuse can be complicated by the presence or potential presence of pollutants or contaminants from past use. Developing on greenfields is to build on undeveloped properties on the urban fringe, often farmland. Chapel Hill intends to keep the greenfields green."

**Town of Chapel Hill
Public Works Department**

Memorandum

TO: Roger Stancil
FROM: Bill Letteri
SUBJECT: Phase II Site Assessment Report, Lot 5 Project
DATE: March 29, 2007

Please find attached our consultant's summary report on the Phase II Environmental Assessment of Lot 5.

Based on laboratory analysis of 30 soil samples taken from the site, ECS has found that only 7 samples produced evidence of volatile organic compounds (GRO & DRO) above the regulatory limit of 10 parts per million. ECS has delineated the areas around these particular samples and, based on average depth to bedrock, has estimated that 8,600 cubic yards of "contaminated" soil may have to be removed and remediated from the site.

16-18 ft.

Generally, the cost of hauling and remediation of such material is expressed in terms of per ton costs. We would expect a cubic yard of material to weigh somewhere between 1.25 to 1.5 tons, depending largely on moisture content. Accordingly, 8,600 cubic yards translates to approximately 10,750 to 12,900 tons. Based on local research, and in consultation with ECS, we have estimated remediation costs at approximately \$12.50 per ton; hauling and remediation combined would approximate \$18/ton.

Pursuant to our development agreement, the Town is responsible for the marginal costs of remediation. If we assume the absolute "worst case" scenario where the Town is responsible for the hauling and remediation of all the contaminated material, then our liability could be as high as \$232,200 (12,900 X \$18); alternately, the cost of remediation only would be approximately \$161,250 (12,900 X \$12.50). In my view, it is reasonable to expect that the actual volume of contaminated material will be less than 8,600 cubic yards, and the contractor will be responsible for removing some of this material to accommodate construction.

Corrective Action Plan Worksheet

Parking Lot #5
Intersection of W. Franklin Street and Church Street
Chapel Hill, North Carolina

May 22, 2007

Task 1 – Field screen the excavated soils for potential petroleum contamination

Task 2 – Based on field screen results, designate soils for off-site remediation or approve for reuse

Task 3 – Collect and analyze representative confirmatory samples as required by the remediation facility

Task 4 – Development of a contingency plan in the event of unforeseen circumstances (i.e. free product, groundwater, non-petroleum-based contamination)

Task 5 – Preparation of a final report

Other Comments:



ECS Carolinas,
LLP

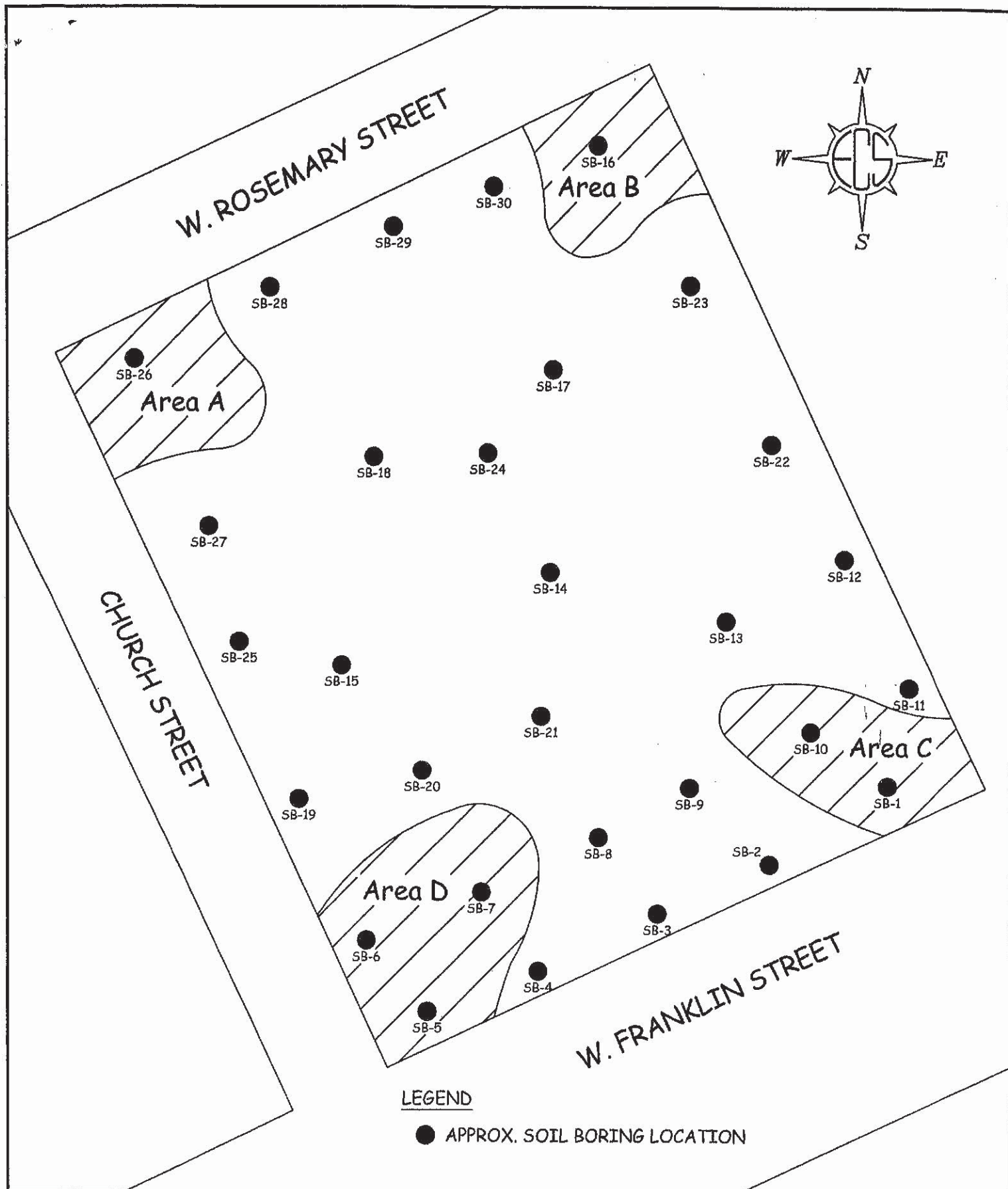
Not to Scale

Vicinity Map
USGS Topographic Map
Chapel Hill, NC Quad, 1993

Figure No.
2

Phase II ESA and Limited Soil Delineation
Parking Lot #5
Corner of W. Franklin Street and Church Street
Chapel Hill, North Carolina

ECS Project #
06.14973



**Proposed Phase II ESA and
Corrective Action Plan**

Parking Lot #5



**Estimated Area of
Impacted Soils**

Chapel Hill, Orange County, NC

ENGINEER SKM	SCALE 1"=50'
DRAFTSMAN DAH	PROJECT NO. 06.14973
REVISIONS	SHEET Figure 1
	DATE 5-21-07



ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental

Mr. Bill Letteri
Town of Chapel Hill Public Works
1099 Martin Luther King Boulevard
Chapel Hill, North Carolina 27514

March 28, 2007

RE: Parking Lot #5
Intersection of West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina
ECS Project Number 06.14973

Dear Mr. Letteri:

ECS Carolinas, LLP (ECS) is pleased to provide the Town of Chapel Hill, Public Works Department with a brief update on the above-referenced site as requested in our telephone conversation on March 28, 2007. As we discussed, 30 soil borings were advanced at Parking Lot #5; one soil sample collected from each boring was submitted for laboratory analysis for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. Of the 30 samples submitted to the laboratory, GRO and/or DRO were detected in seven samples at concentrations greater than 10 ppm. The North Carolina Department of Environment and Natural Resources – Division of Waste Management – UST Section has established a regulatory limit of 10 parts per million (ppm) for these analyses. Based on approximate measurements of the property boundary and sample locations, ECS estimates that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may remain at the site. **This is a preliminary estimate only; the actual quantity of potentially-impacted soils may vary based on conditions observed during soil excavation.**

A *Phase II Environmental Site Assessment and Soil Delineation Report* based on the results obtained will be prepared by April 2, 2007. This report will discuss the project background; our procedures used; field and laboratory results; and, provide more complete details along with our evaluation and recommendations. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,
ECS Carolinas, LLP

Sandra K. Miller
Project Scientist

Santiago R. Vilá, LG
Senior Project Geologist

Reviewed by R. Glenn Craig, PE, Principal Engineer

\\PROJECTSVT14000-T14999\14973\update letter to B Letteri.doc

9001 Glenwood Avenue, Raleigh, North Carolina 27617-7505 • (919) 861-9910 • FAX (919) 861-9911 • 1-800-327-5832 • www.ecslimited.com

Aberdeen, MD • Atlanta, GA • Austin, TX • Baltimore, MD • Buford, GA • Chantilly, VA • Charlotte, NC • Chicago, IL • Dallas, TX
Danville, VA • Frederick, MD • Fredericksburg, VA • Greensboro, NC • Greenville, SC • Norfolk, VA • Orlando, FL • Raleigh, NC
Richmond, VA • Roanoke, VA • San Antonio, TX • Williamsburg, VA • Wilmington, NC • Winchester, VA • York, PA

*Testing Services Only

TOWN OF CHAPEL HILL ROUTING FORM

Vendor/Contractor Name:

ECS CAROLINA, LLP

Document Name/Title:

Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5

Department: Public Works

Contact Person: Bill Letteri

Return to: Bill Letteri

Department: Public Works

	Date Received	Date Forwarded	Initials
Department Head	3/13/07	3/13/07	BL/LT
Purchasing Agent	3/13/07	3/13/07	cy
Finance Director (Per Budget Act)	3/13	3/13	18
Town Attorney (Legal Form)	3/14/07	3/14/07	ADL
Assistant/Deputy/Town Manager	3/14/07	3/14/07	✓
Town Clerk (Attest, Date, and Notarize)	3/15/07	3/15/07	✓
Purchasing Agent (Distribution and Mailing)	3-15	3-15	2A

Deadline for Signing:

ASAP 3/14/07

Special Distribution Instructions

Please return to Bill
Letteri for
Distribution

Vendor Mailing Address

ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505

Notes/Explanation

* will hold signed
contract until insurance
Certificate is rec'd

STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINA, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolinas, LLP" for "Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5".

WITNESSETH

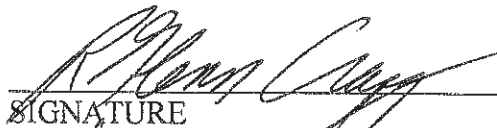
That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

This Contract is between the Town of Chapel Hill and ECS Carolinas, LLP for Phase II Environmental Site Assessment and Limited Soil Delineation – Parking Lot #5.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

ECS CAROLINAS, LLP


SIGNATURE


ATTEST

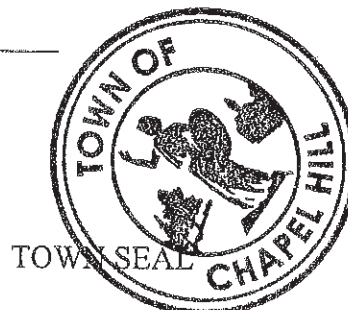
VP
TITLE

Project Scientist
TITLE


TOWN OF CHAPEL HILL
ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:


TOWN CLERK



Town Clerk attests date this the 15th day of MARCH, 2007.

Approved as to Form and Authorization


TOWN ATTORNEY

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


FINANCE DIRECTOR


PUBLIC WORKS DIRECTOR

SCOPE OF SERVICES

The principal purpose of the recommended Scope of Services is to determine if USTs are present at the site, to determine if soil contamination exists on the site, to delineate the extent of potentially contaminated soils, and to ascertain if contamination above the North Carolina Department of Environment and Natural Resources – Division of Waste Management – UST Section's Soil-to-Groundwater Maximum Soil Contaminant Concentrations (MSCC) is present.

Preliminary Items

Existing utilities must be addressed before beginning on-site exploratory work, therefore, ECS will contact the public utility locator service, North Carolina One-Call Center (NC One-Call), to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). NC One-Call will then contact the utility companies which might have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It is the client's responsibility to identify other utilities.

ECS herein asks that the client notify us of known utilities possibly located on-site, particularly those utilities beyond the meter or private utilities not identified by NC One-Call. While ECS will take precautions to avoid utilities identified, ECS is not responsible for utilities not marked or identified by NC One-Call or the client.

A Health and Safety Plan (H&S Plan) is required by federal law before beginning exploratory work on a site. ECS will prepare an H&S Plan for this project, which is intended to cover ECS personnel for the work outlined in this proposal. Our H&S Plan will not cover others for which ECS is not responsible.

Field Exploration Services

ECS-provided subcontractors will conduct a limited geophysical survey of the site using an Electric Magnometer (EM) and Ground Penetrating Radar (GPR) to search for abandoned USTs. We will search for magnetic anomalies, which may be an indication of the presence of a UST, in the exterior and accessible areas of the subject property. In anomalies identified by the EM, we will use GPR to explore for the presence of UST and/or soil compaction anomalies, an indication that near-surface soils may have been disturbed (possible UST removal).

ECS proposes to advance 30 soil test borings (borings) to determine if contamination is present on the site, and to delineate the area of potentially impacted soil. The borings will be advanced using direct push technology (GeoProbe®) to an approximate depth of 20 feet below the ground surface (bgs) or until refusal. ECS scientists will be on-site to observe and manage the field exploratory operations performed by independent subcontractors.

Our scientist will also log the borings and screen the soil samples at selected intervals during the boring process. The screening will be performed with a flame ionization detector (FID) and/or a photo ionizing detector (PID). The sample collected with the highest concentration of volatile organic compound (VOC) gases will be set aside for laboratory submittal from each boring to estimate the extent of the impacted area. Soil cuttings generated will be stockpiled on-site for potential use as backfill. The numbers and depths of borings proposed above are for budgetary purposes based on preliminary assessments of the property. Based on on-site conditions encountered during the exploratory activities, ECS may select to increase or decrease the number of borings; however, ECS will not proceed without the client's authorization.

The above fees and our schedule assume that the site is accessible to our truck-mounted drilling equipment and that no difficult moving, clearing or subcontract dozer assistance will be required to gain access to the boring locations. If these problems are encountered, you will be charged the additional time and materials at the cost plus 20%.

Depending on the weather conditions, ground disturbance (ruts, tire tracks, etc.) must be anticipated during this assessment program. We have assumed that this is acceptable and that ECS or ECS's subcontractors are not responsible to restore the ground surface to its original condition. If ground restoration is required, it will be invoiced at an additional rate of \$160/hour.

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions, sampling results or observations indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

PROPOSED SCHEDULE

We propose to begin the above Scope of Services immediately after receiving your written authorization to proceed. Our on-site activities will begin after the public utility locator services have completed their location work, usually within 48 hours of the location request, excluding weekends and holidays. Scheduling of the geophysical survey will be done after the utilities are cleared. The laboratory will complete their work within 10 days of the receipt of the samples. ECS will provide you with verbal results within one business day after receiving the laboratory results. We plan to submit a draft copy of our written report for your review within five to eight business days after receiving the laboratory results. In order to maintain this schedule, it is critical that we receive your written authorization, special instructions and distribution list in a timely manner.

AUTHORIZATION

If the above Scope of Services is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. To provide you with the fastest response, we prefer to provide reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate. Also, if you want rush turnaround on the samples, please indicate that on the Proposal Acceptance Form.

CLOSING

Again, thank you for the opportunity to submit this proposal to provide environmental services and serve as your environmental consultant. We look forward to the opportunity to work with you on this project

PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Phase II ESA and Soil Delineation
Location: Chapel Hill, North Carolina
Proposal No.: 06.10683 – Revised
Est. Amount: \$ 15,350.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
Email: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoices (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

If you require laboratory samples to be rushed at an additional charge, indicate turnaround time desired by circling the desired turnaround time as follows: 72 Hour (50% premium), or 48 Hour (100% premium)

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: X _____ Date: _____

Return to: Sandra K. Miller Phone: 919-861-9910
ECS Carolinas, LLP Fax: 919-861-9911
9001 Glenwood Avenue
Raleigh, North Carolina 27617



- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Unless otherwise stated in the Agreement, additional copies shall be furnished at the rates specified in the Environmental Services Department Fee Schedule. With the exception of ECS reports to Client, all documents, including, but not limited to, original boring logs, field data, field notes, laboratory test data, calculations and estimates, and records of communication, are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and/or analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions at the Project site may vary from those encountered in borings, surveys or explorations, and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000.00 or total fee for the services rendered on this project, whichever is greater.
- b. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s), and Client shall indemnify



FEE SCHEDULE
for
ECS Carolinas, LLP
ECS Proposal No. 06.10683 – Revised

ENVIRONMENTAL, ENGINEERING, TECHNICAL AND SUPPORT SERVICES

Professional Staff

Administrative Support	\$ 45.00/hour
Staff Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 65.00/hour
Staff Professional	\$ 65.00/hour
Project Scientist.....	\$ 65.00/hour
Project Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 75.00/hour
Staff Geologist/Hydrogeologist	\$ 75.00/hour
Senior Professional Geologist L.G. /Professional Engineer, P.E.	\$ 85.00/hour
Principal Professional Geologist L.G. /Professional Engineer, P.E.	\$ 120.00/hour
Principal Geologist/Hydrogeologist	\$ 120.00/hour
Principal Scientist/Engineer	\$ 110.00/hour
Principal Consultant: Wetlands Specialists	\$ 140.00/hour
Principal Consultant: Stream Restoration Specialists	\$ 140.00/hour
Chief Engineer, P.E.	\$ 145.00/hour

Technical Staff

Field Environmental Technician, Level I	\$ 40.00/hour
Field Environmental Technician, Level II	\$ 45.00/hour
Senior Environmental Technician Level I	\$ 55.00/hour
Senior Environmental Technician Level II	\$ 65.00/hour
Senior GPS Technician	\$ 65.00/hour
Draftsman.....	\$ 45.00/hour
AutoCADD Draftsman	\$ 50.00/hour

Equipment and Miscellaneous Expenses

Hand Auger Services Equipment.....	\$ 35.00/hour
Concrete/Asphalt Coring Equipment	\$ 35.00/hour
Hand or Power Auger Crew (Typ. 0'-10' depth, or to refusal).....	\$ 75.00/hour
Drill Rig Standby Time (difficult moving, access problems, etc.)	\$ 140.00/hour
Drill Crew Charge for Hand Clearing or Chain Saw Clearing	\$ 135.00/hour
Drill Crew returning to site for Site Restoration	\$ 160.00/hour
Computer Services	\$ 35.00/hour
Global Positioning System.....	\$ 250.00/day
Charges for additional copies of reports provided	\$ 35.00/report
Charge for Fax Sent, Long Distance/Local.....	\$ 0.50/0.20/sheet
Meals and Accommodations, per person	\$ 100.00/day
Mileage	\$ 0.48/mile
Subcontractor Services (drilling, geo-probe, clearing, utility locator, laboratory testing, etc.)	\$ Cost + 20%
Shipping Charges for samples, reports, test equipment, etc.	\$ Cost + 15%
Materials (piezometers, observation wells, settlement plates, etc.)	\$ Cost + 20%

- Notes: 1. Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel to and from the job.
2. Overtime, at the rate of 1.5 x standard rate, will be charged for all technical staff for work exceeding 40 hours per week, work over 8 hours per day, or during holidays, Saturdays, or Sundays.
3. A surcharge of 50 percent will be applied to all time spent in depositions and testifying in a court of law
4. A surcharge of 25 percent will be applied to all time spent on a watercraft



ECS Carolinas, LLP
Geotechnical • Construction Materials • Environmental

Keep - pass or throw

PT

Mr. Bill Letteri
Town of Chapel Hill Public Works
1099 Martin Luther King Boulevard
Chapel Hill, North Carolina 27514

RE: Proposal for Phase II Environmental Site Assessment at
Parking Lot #5
Intersection of West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina
ECS Proposal Number 06.10683 - Revised

Dear Mr. Letteri:

ECS Carolinas, LLP (ECS) appreciates the opportunity to submit this proposal to provide a Phase II Environmental Site Assessment (ESA) and Limited Soil Delineation at the above referenced site. This revised proposal is provided in response to your request to ECS via a telephone conversation on March 9, 2007 and contains our project understanding, proposed scope of services, fees/costs, schedule of work and authorization requirements.

PROJECT UNDERSTANDING

Parking Lot #5 contains approximately 1.7 acres and is bounded on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina. The subject property is comprised of seven parcels described in Deed Book 499, Page 93 and Deed Book 499, Page 97 in the Orange County Register of Deeds.

As reported in a *Phase I Environmental Site Assessment* (ECS Project Number 06.12494) prepared on August 18, 2004, the site is mostly paved with asphalt and concrete, and also includes several landscaped islands. An unused parking attendant's booth is the only structure on the site. Numerous underground utilities cross the site. The lot slopes down from the eastern central portion of the site slightly toward Franklin and Church Streets, and about six feet toward the northeast corner of the site. Prior to construction of the parking lot in the mid-1980's, the subject property was used for residential purposes. Information was not available regarding the heating systems used at former residences, which was reported as an on-site recognized environmental condition (REC). Additionally, Top of the Hill, Inc., located at 100 East Franklin Street and approximately 700 feet upgradient from the subject property, was reported to have had a release from their underground storage tank (UST) systems (which were removed on July 20, 1992). In our report, ECS identified this incident as an off-site REC.

As presented in the *Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004, Parking Lot #5 was explored by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet below existing site grades. Preliminary indications while drilling suggested that potentially contaminated soil may be present on site.

ECS understands that the Town of Chapel Hill Public Works Department has requested that a soil assessment be performed on the 1.7-acre site.

STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINA, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolinas, LLP" for "Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

SCOPE OF SERVICES

The principal purpose of the recommended Scope of Services is to determine if USTs are present at the site, to determine if soil contamination exists on the site, to delineate the extent of potentially contaminated soils, and to ascertain if contamination above the North Carolina Department of Environment and Natural Resources – Division of Waste Management – UST Section's Soil-to-Groundwater Maximum Soil Contaminant Concentrations (MSCC) is present.

Preliminary Items

Existing utilities must be addressed before beginning on-site exploratory work; therefore, ECS will contact the public utility locator service, North Carolina One-Call Center (NC One-Call), to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). NC One-Call will then contact the utility companies which might have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It is the client's responsibility to identify other utilities.

ECS herein asks that the client notify us of known utilities possibly located on-site, particularly those utilities beyond the meter or private utilities not identified by NC One-Call. While ECS will take precautions to avoid utilities identified, ECS is not responsible for utilities not marked or identified by NC One-Call or the client.

A Health and Safety Plan (H&S Plan) is required by federal law before beginning exploratory work on a site. ECS will prepare an H&S Plan for this project, which is intended to cover ECS personnel for the work outlined in this proposal. Our H&S Plan will not cover others for which ECS is not responsible.

Field Exploration Services

ECS-provided subcontractors will conduct a limited geophysical survey of the site using an Electric Magnometer (EM) and Ground Penetrating Radar (GPR) to search for abandoned USTs. We will search for magnetic anomalies, which may be an indication of the presence of a UST, in the exterior and accessible areas of the subject property. In anomalies identified by the EM, we will use GPR to explore for the presence of UST and/or soil compaction anomalies, an indication that near-surface soils may have been disturbed (possible UST removal).

ECS proposes to advance 30 soil test borings (borings) to determine if contamination is present on the site, and to delineate the area of potentially impacted soil. The borings will be advanced using direct push technology (GeoProbe®) to an approximate depth of 20 feet below the ground surface (bgs) or until refusal. ECS scientists will be on-site to observe and manage the field exploratory operations performed by independent subcontractors.

Our scientist will also log the borings and screen the soil samples at selected intervals during the boring process. The screening will be performed with a flame ionization detector (FID) and/or a photo ionizing detector (PID). The sample collected with the highest concentration of volatile organic compound (VOC) gases will be set aside for laboratory submittal from each boring to estimate the extent of the impacted area. Soil cuttings generated will be stockpiled on-site for potential use as backfill. The numbers and depths of borings proposed above are for budgetary purposes based on preliminary assessments of the property. Based on on-site conditions encountered during the exploratory activities, ECS may select to **increase or decrease** the number of borings; however, ECS will not proceed without the client's authorization.

Laboratory Analysis

The soil sample with the highest field measurement will be analyzed for VOCs by EPA Method 8260 and for semi-volatile organic compounds (SVOCs) by EPA Method 8270, as well as Massachusetts Department of Environmental Protection (MADEP) Methods for volatile petroleum hydrocarbons (VPH) and extractable petroleum hydrocarbons (EPH) to ascertain if soils above Residential MSCCs are present. Additionally, thirty soil samples may be analyzed for Total Petroleum Hydrocarbons (TPH) using EPA Methods 5030 and 3550 for gasoline range organics (GRO) and diesel range organics (DRO), respectively.

Reporting

ECS will provide a Phase II ESA and a Soil Delineation Report based on the results obtained. This report and proposal will discuss the project background provided, our procedures used, field and laboratory results, and provide our evaluation and recommendations.

FEES/COST OF SERVICES

Based on our understanding of the project background provided by client and the above discussed scope of work, we estimate our fees for the proposed scope of services to be as presented in the following table.

<u>Service Descriptions</u>	<u>Estimated</u>		<u>Estimated</u>
	<u>Units</u>	<u>Rate</u>	<u>Costs</u>
Prepare Health & Safety Plan, each	1	\$ 300.00	\$ 300.00
Geophysical Survey	1	\$ 2,500.00	\$ 2,500.00
GeoProbe Borings, per day	2	\$ 2,000.00	\$ 4,000.00
Field Observation and Sampling, Project Scientist, per hour	20	\$ 75.00	\$ 1,500.00
FID/PID, per day	2	\$ 125.00	\$ 250.00
55-Gallon Drum Disposal, first drum	0	\$ 420.00	\$ -
55-Gallon Drum Disposal, each additional drum	0	\$ 60.00	\$ -
EPA Method 8260, per soil sample analyzed	1	\$ 120.00	\$ 120.00
EPA Method 8270, per soil sample analyzed	1	\$ 260.00	\$ 260.00
MADEP Method VPH, per soil sample analyzed	1	\$ 105.00	\$ 105.00
MADEP Method EPH, per soil sample analyzed	1	\$ 185.00	\$ 185.00
EPA Method 5030/3550, per soil sample analyzed	30	\$ 115.00	\$ 3,450.00
Project Geologist, L.G., per hour	8	\$ 85.00	\$ 680.00
Principal Review and Supervision, L.G. or P.E., per hour	4	\$ 125.00	\$ 500.00
Delineation Report	1	\$ 1,500.00	\$ 1,500.00

Total Estimated Fee for Proposed Scope of Services:

\$ 15,350.00

The above fees are estimates, and you will be invoiced only for the actual amount of work performed, at the unit rates shown in the above table and the attached fee schedule. The above prices assume that you accept the standard laboratory turnaround time of 10 business days. **If you request the laboratory tests to be performed on a rush basis, the laboratory results can be obtained within a 72-hour turnaround time for an additional 50% premium, and within a 48-hour turnaround for an additional 100% premium of the laboratory costs presented above.**

The above fees and our schedule assume that the site is accessible to our truck-mounted drilling equipment and that no difficult moving, clearing or subcontract dozer assistance will be required to gain access to the boring locations. If these problems are encountered, you will be charged the additional time and materials at the cost plus 20%.

Depending on the weather conditions, ground disturbance (ruts, tire tracks, etc.) must be anticipated during this assessment program. We have assumed that this is acceptable and that ECS or ECS's subcontractors are not responsible to restore the ground surface to its original condition. If ground restoration is required, it will be invoiced at an additional rate of \$160/hour.

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions, sampling results or observations indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

PROPOSED SCHEDULE

We propose to begin the above Scope of Services immediately after receiving your written authorization to proceed. Our on-site activities will begin after the public utility locator services have completed their location work, usually within 48 hours of the location request, excluding weekends and holidays. Scheduling of the geophysical survey will be done after the utilities are cleared. The laboratory will complete their work within 10 days of the receipt of the samples. ECS will provide you with verbal results within one business day after receiving the laboratory results. We plan to submit a draft copy of our written report for your review within five to eight business days after receiving the laboratory results. In order to maintain this schedule, it is critical that we receive your written authorization, special instructions and distribution list in a timely manner.

AUTHORIZATION

If the above Scope of Services is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. To provide you with the fastest response, we prefer to provide reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate. Also, if you want rush turnaround on the samples, please indicate that on the Proposal Acceptance Form.

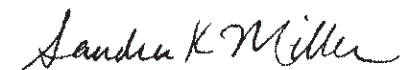
CLOSING

Again, thank you for the opportunity to submit this proposal to provide environmental services and serve as your environmental consultant. We look forward to the opportunity to work with you on this project

Parking Lot #5 – Proposal for Phase II ESA and Limited Soil Delineation
ECS Proposal No. 06.10683, March 12, 2007

and to hopefully serve as your environmental consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Sincerely,
ECS Carolinas, LLP



Sandra K. Miller
Environmental Scientist



Santiago Vilá, LG
Project Geologist

Reviewed by Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

Attachments: Proposal Acceptance Form
 General Terms of Service

I:_PROPOSALS\2007prop\10683\10683 - Revised.doc

PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Phase II ESA and Soil Delineation
Location: Chapel Hill, North Carolina
Proposal No.: 06.10683 – Revised
Est. Amount: \$ 15,350.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
Email: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoices (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

If you require laboratory samples to be rushed at an additional charge, indicate turnaround time desired by circling the desired turnaround time as follows: 72 Hour (50% premium), or 48 Hour (100% premium)

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: ☒ _____ Date: _____

Return to: Sandra K. Miller Phone: 919-861-9910
ECS Carolinas, LLP Fax: 919-861-9911
9001 Glenwood Avenue
Raleigh, North Carolina 27617



General Conditions of Service

These General Conditions of Service are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS Carolinas, LLP (ECS) for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any), and current Fee Schedule.

SECTION 1: SCOPE OF WORK

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the Scope of Work and Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

SECTION 2: CLIENT DISCLOSURES

- a. The Client shall notify ECS of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.



- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Unless otherwise stated in the Agreement, additional copies shall be furnished at the rates specified in the Environmental Services Department Fee Schedule. With the exception of ECS reports to Client, all documents, including, but not limited to, original boring logs, field data, field notes, laboratory test data, calculations and estimates, and records of communication, are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and/or analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions at the Project site may vary from those encountered in borings, surveys or explorations, and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000.00 or total fee for the services rendered on this project, whichever is greater.
- b. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s), and Client shall indemnify



and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

SECTION 9: LIABILITY INSURANCE

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

SECTION 10: ARBITRATION OF DISPUTES

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association.

SECTION 11: TERMINATION

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SECTION 13: TITLES

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 14: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

SECTION 15: ASSIGNS

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 16: CHOICE OF LAW

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules).

Sandy Miller 861-9910(0) 398-0198(m)
Larry Tucker 369-8938(m)
Brenda Jones 2835(0)
CoCo 5025 Zak 5022

COPY

STATE OF NORTH CAROLINA

CONTRACT FOR

COUNTY OF ORANGE

ECS CAROLINA, LLP

This Agreement, made and entered into by and between the Town of Chapel Hill, herein "Town", and "ECS Carolinas, LLP", herein "Contractor" for services hereinafter described for the Town of Chapel Hill. This Contract is between the Town of Chapel Hill and "ECS Carolinas, LLP" for "Phase II Environmental Site Assessment and Limited Soil Delineation - Parking Lot #5".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

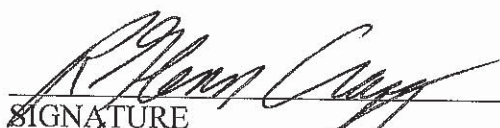
1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Business License: ~~The Contractor shall have a valid Business License with the Town of Chapel Hill before beginning work as required by Ordinance.~~ *Not Applicable to Professional Services*
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
7. Insurance Provisions: The Town requires evidence of Contractor's current valid insurance (if applicable) during the duration of the named project and further requires that the Town be named as an additional insured. The required coverage limits are \$1,000,000 per occurrence for Comprehensive General Liability and Business Automobile. Workers' Compensation coverage requirements are \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.

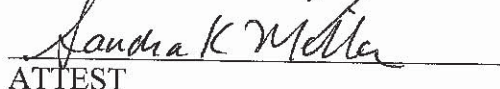
8. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all federal and state laws, including those on immigration.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.
11. Term: This Agreement, unless amended as provided herein, shall be in effect until May 13, 2006.

This Contract is between the Town of Chapel Hill and ECS Carolinas, LLP for Phase II Environmental Site Assessment and Limited Soil Delineation – Parking Lot #5.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

ECS CAROLINAS, LLP


SIGNATURE


ATTEST


TITLE

Project Scientist
TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

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

FINANCE DIRECTOR


PUBLIC WORKS DIRECTOR



ECS Carolinas, LLP
Geotechnical • Construction Materials • Environmental

Mr. Bill Letteri
Town of Chapel Hill Public Works
1099 Martin Luther King Boulevard
Chapel Hill, North Carolina 27514

March 12, 2007

RE: Proposal for Phase II Environmental Site Assessment and Limited Soil Delineation
Parking Lot #5
Intersection of West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina
ECS Proposal Number 06.10683 - Revised

Dear Mr. Letteri:

ECS Carolinas, LLP (ECS) appreciates the opportunity to submit this proposal to provide a Phase II Environmental Site Assessment (ESA) and Limited Soil Delineation at the above referenced site. This revised proposal is provided in response to your request to ECS via a telephone conversation on March 9, 2007 and contains our project understanding, proposed scope of services, fees/costs, schedule of work and authorization requirements.

PROJECT UNDERSTANDING

Parking Lot #5 contains approximately 1.7 acres and is bounded on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina. The subject property is comprised of seven parcels described in Deed Book 499, Page 93 and Deed Book 499, Page 97 in the Orange County Register of Deeds.

As reported in a *Phase I Environmental Site Assessment* (ECS Project Number 06.12494) prepared on August 18, 2004, the site is mostly paved with asphalt and concrete, and also includes several landscaped islands. An unused parking attendant's booth is the only structure on the site. Numerous underground utilities cross the site. The lot slopes down from the eastern central portion of the site slightly toward Franklin and Church Streets, and about six feet toward the northeast corner of the site. Prior to construction of the parking lot in the mid-1980's, the subject property was used for residential purposes. Information was not available regarding the heating systems used at former residences, which was reported as an on-site recognized environmental condition (REC). Additionally, Top of the Hill, Inc., located at 100 East Franklin Street and approximately 700 feet upgradient from the subject property, was reported to have had a release from their underground storage tank (UST) systems (which were removed on July 20, 1992). In our report, ECS identified this incident as an off-site REC.

As presented in the *Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004, Parking Lot #5 was explored by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet below existing site grades. Preliminary indications while drilling suggested that potentially contaminated soil may be present on site.

ECS understands that the Town of Chapel Hill Public Works Department has requested that a soil assessment be performed on the 1.7-acre site.

SCOPE OF SERVICES

The principal purpose of the recommended Scope of Services is to determine if USTs are present at the site, to determine if soil contamination exists on the site, to delineate the extent of potentially contaminated soils, and to ascertain if contamination above the North Carolina Department of Environment and Natural Resources – Division of Waste Management – UST Section's Soil-to-Groundwater Maximum Soil Contaminant Concentrations (MSCC) is present.

Preliminary Items

Existing utilities must be addressed before beginning on-site exploratory work, therefore, ECS will contact the public utility locator service, North Carolina One-Call Center (NC One-Call), to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). NC One-Call will then contact the utility companies which might have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It is the client's responsibility to identify other utilities.

ECS herein asks that the client notify us of known utilities possibly located on-site, particularly those utilities beyond the meter or private utilities not identified by NC One-Call. While ECS will take precautions to avoid utilities identified, ECS is not responsible for utilities not marked or identified by NC One-Call or the client.

A Health and Safety Plan (H&S Plan) is required by federal law before beginning exploratory work on a site. ECS will prepare an H&S Plan for this project, which is intended to cover ECS personnel for the work outlined in this proposal. Our H&S Plan will not cover others for which ECS is not responsible.

Field Exploration Services

ECS-provided subcontractors will conduct a limited geophysical survey of the site using an Electric Magnometer (EM) and Ground Penetrating Radar (GPR) to search for abandoned USTs. We will search for magnetic anomalies, which may be an indication of the presence of a UST, in the exterior and accessible areas of the subject property. In anomalies identified by the EM, we will use GPR to explore for the presence of UST and/or soil compaction anomalies, an indication that near-surface soils may have been disturbed (possible UST removal).

ECS proposes to advance 30 soil test borings (borings) to determine if contamination is present on the site, and to delineate the area of potentially impacted soil. The borings will be advanced using direct push technology (GeoProbe®) to an approximate depth of 20 feet below the ground surface (bgs) or until refusal. ECS scientists will be on-site to observe and manage the field exploratory operations performed by independent subcontractors.

Our scientist will also log the borings and screen the soil samples at selected intervals during the boring process. The screening will be performed with a flame ionization detector (FID) and/or a photo ionizing detector (PID). The sample collected with the highest concentration of volatile organic compound (VOC) gases will be set aside for laboratory submittal from each boring to estimate the extent of the impacted area. Soil cuttings generated will be stockpiled on-site for potential use as backfill. The numbers and depths of borings proposed above are for budgetary purposes based on preliminary assessments of the property. Based on on-site conditions encountered during the exploratory activities, ECS may select to **increase or decrease** the number of borings; however, ECS will not proceed without the client's authorization.

Laboratory Analysis

The soil sample with the highest field measurement will be analyzed for VOCs by EPA Method 8260 and for semi-volatile organic compounds (SVOCs) by EPA Method 8270, as well as Massachusetts Department of Environmental Protection (MADEP) Methods for volatile petroleum hydrocarbons (VPH) and extractable petroleum hydrocarbons (EPH) to ascertain if soils above Residential MSCCs are present. Additionally, thirty soil samples may be analyzed for Total Petroleum Hydrocarbons (TPH) using EPA Methods 5030 and 3550 for gasoline range organics (GRO) and diesel range organics (DRO), respectively.

Reporting

ECS will provide a Phase II ESA and a Soil Delineation Report based on the results obtained. This report and proposal will discuss the project background provided, our procedures used, field and laboratory results, and provide our evaluation and recommendations.

FEES/COST OF SERVICES

Based on our understanding of the project background provided by client and the above discussed scope of work, we estimate our fees for the proposed scope of services to be as presented in the following table.

<u>Service Descriptions</u>	<u>Estimated</u>		<u>Estimated</u>
	<u>Units</u>	<u>Rate</u>	<u>Costs</u>
Prepare Health & Safety Plan, each	1	\$ 300.00	\$ 300.00
Geophysical Survey	1	\$ 2,500.00	\$ 2,500.00
GeoProbe Borings, per day	2	\$ 2,000.00	\$ 4,000.00
Field Observation and Sampling, Project Scientist, per hour	20	\$ 75.00	\$ 1,500.00
FID/PID, per day	2	\$ 125.00	\$ 250.00
55-Gallon Drum Disposal, first drum	0	\$ 420.00	\$ -
55-Gallon Drum Disposal, each additional drum	0	\$ 60.00	\$ -
EPA Method 8260, per soil sample analyzed	1	\$ 120.00	\$ 120.00
EPA Method 8270, per soil sample analyzed	1	\$ 260.00	\$ 260.00
MADEP Method VPH, per soil sample analyzed	1	\$ 105.00	\$ 105.00
MADEP Method EPH, per soil sample analyzed	1	\$ 185.00	\$ 185.00
EPA Method 5030/3550, per soil sample analyzed	30	\$ 115.00	\$ 3,450.00
Project Geologist, L.G., per hour	8	\$ 85.00	\$ 680.00
Principal Review and Supervision, L.G. or P.E., per hour	4	\$ 125.00	\$ 500.00
Delineation Report	1	\$ 1,500.00	\$ 1,500.00

Total Estimated Fee for Proposed Scope of Services:

\$ 15,350.00

The above fees are estimates, and you will be invoiced only for the actual amount of work performed, at the unit rates shown in the above table and the attached fee schedule. The above prices assume that you accept the standard laboratory turnaround time of 10 business days. **If you request the laboratory tests to be performed on a rush basis, the laboratory results can be obtained within a 72-hour turnaround time for an additional 50% premium, and within a 48-hour turnaround for an additional 100% premium of the laboratory costs presented above.**

The above fees and our schedule assume that the site is accessible to our truck-mounted drilling equipment and that no difficult moving, clearing or subcontract dozer assistance will be required to gain access to the boring locations. If these problems are encountered, you will be charged the additional time and materials at the cost plus 20%.

Depending on the weather conditions, ground disturbance (ruts, tire tracks, etc.) must be anticipated during this assessment program. We have assumed that this is acceptable and that ECS or ECS's subcontractors are not responsible to restore the ground surface to its original condition. If ground restoration is required, it will be invoiced at an additional rate of \$160/hour.

Provided conditions are as understood, or as assumed, we would expect the final costs to be as outlined above. If conditions, sampling results or observations indicate that additional work is necessary or warranted, we will notify you of the additional costs before modifying or expanding the extent of our scope of services.

PROPOSED SCHEDULE

We propose to begin the above Scope of Services immediately after receiving your written authorization to proceed. Our on-site activities will begin after the public utility locator services have completed their location work, usually within 48 hours of the location request, excluding weekends and holidays. Scheduling of the geophysical survey will be done after the utilities are cleared. The laboratory will complete their work within 10 days of the receipt of the samples. ECS will provide you with verbal results within one business day after receiving the laboratory results. We plan to submit a draft copy of our written report for your review within five to eight business days after receiving the laboratory results. In order to maintain this schedule, it is critical that we receive your written authorization, special instructions and distribution list in a timely manner.

AUTHORIZATION

If the above Scope of Services is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the form to us. Please note that the attached General Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. To provide you with the fastest response, we prefer to provide reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate. Also, if you want rush turnaround on the samples, please indicate that on the Proposal Acceptance Form.

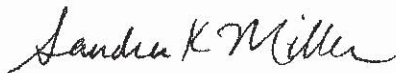
CLOSING

Again, thank you for the opportunity to submit this proposal to provide environmental services and serve as your environmental consultant. We look forward to the opportunity to work with you on this project

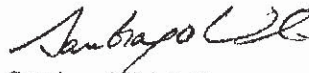
Parking Lot #5 – Proposal for Phase II ESA and Limited Soil Delineation
ECS Proposal No. 06.10683, March 12, 2007

and to hopefully serve as your environmental consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Sincerely,
ECS Carolinas, LLP



Sandra K. Miller
Environmental Scientist



Santiago Vilá, LG
Project Geologist

Reviewed by Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

Attachments: Proposal Acceptance Form
 General Terms of Service

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PROPOSAL ACCEPTANCE FORM
ECS CAROLINAS, LLP
(Please Print or Type)

Project Name: Parking Lot #5 – Phase II ESA and Soil Delineation
Location: Chapel Hill, North Carolina
Proposal No.: 06.10683 – Revised
Est. Amount: \$ 15,350.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
Email: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoices (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

If you require laboratory samples to be rushed at an additional charge, indicate turnaround time desired by circling the desired turnaround time as follows: 72 Hour (50% premium), or 48 Hour (100% premium)

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: X _____ Date: _____

Return to: Sandra K. Miller Phone: 919-861-9910
ECS Carolinas, LLP Fax: 919-861-9911
9001 Glenwood Avenue
Raleigh, North Carolina 27617



General Conditions of Service

These General Conditions of Service are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS Carolinas, LLP (ECS) for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any), and current Fee Schedule.

SECTION 1: SCOPE OF WORK

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the Scope of Work and Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

SECTION 2: CLIENT DISCLOSURES

- a. The Client shall notify ECS of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.



- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Unless otherwise stated in the Agreement, additional copies shall be furnished at the rates specified in the Environmental Services Department Fee Schedule. With the exception of ECS reports to Client, all documents, including, but not limited to, original boring logs, field data, field notes, laboratory test data, calculations and estimates, and records of communication, are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and/or analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions at the Project site may vary from those encountered in borings, surveys or explorations, and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000.00 or total fee for the services rendered on this project, whichever is greater.
- b. Documents, including, but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s), and Client shall indemnify



and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

SECTION 9: LIABILITY INSURANCE

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

SECTION 10: ARBITRATION OF DISPUTES

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association.

SECTION 11: TERMINATION

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SECTION 13: TITLES

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 14: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

SECTION 15: ASSIGNS

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 16: CHOICE OF LAW

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules.



FEE SCHEDULE
for
ECS Carolinas, LLP
ECS Proposal No. 06.10683 – Revised

ENVIRONMENTAL, ENGINEERING, TECHNICAL AND SUPPORT SERVICES

Professional Staff

Administrative Support	\$ 45.00/hour
Staff Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 65.00/hour
Staff Professional	\$ 65.00/hour
Project Scientist	\$ 65.00/hour
Project Scientist (Geologist, Biologist, Wetlands Specialist, or Engineer)	\$ 75.00/hour
Staff Geologist/Hydrogeologist	\$ 75.00/hour
Senior Professional Geologist L.G. /Professional Engineer, P.E.	\$ 85.00/hour
Principal Professional Geologist L.G. /Professional Engineer, P.E.	\$ 120.00/hour
Principal Geologist/Hydrogeologist	\$ 120.00/hour
Principal Scientist/Engineer	\$ 110.00/hour
Principal Consultant: Wetlands Specialists	\$ 140.00/hour
Principal Consultant: Stream Restoration Specialists	\$ 140.00/hour
Chief Engineer, P.E.	\$ 145.00/hour

Technical Staff

Field Environmental Technician, Level I	\$ 40.00/hour
Field Environmental Technician, Level II	\$ 45.00/hour
Senior Environmental Technician Level I	\$ 55.00/hour
Senior Environmental Technician Level II	\$ 65.00/hour
Senior GPS Technician	\$ 65.00/hour
Draftsman	\$ 45.00/hour
AutoCADD Draftsman	\$ 50.00/hour

Equipment and Miscellaneous Expenses

Hand Auger Services Equipment	\$ 35.00/hour
Concrete/Asphalt Coring Equipment	\$ 35.00/hour
Hand or Power Auger Crew (Typ. 0'-10' depth, or to refusal)	\$ 75.00/hour
Drill Rig Standby Time (difficult moving, access problems, etc.)	\$ 140.00/hour
Drill Crew Charge for Hand Clearing or Chain Saw Clearing	\$ 135.00/hour
Drill Crew returning to site for Site Restoration	\$ 160.00/hour
Computer Services	\$ 35.00/hour
Global Positioning System	\$ 250.00/day
Charges for additional copies of reports provided	\$ 35.00/report
Charge for Fax Sent, Long Distance/Local	\$ 0.50/0.20/sheet
Meals and Accommodations, per person	\$ 100.00/day
Mileage	\$ 0.48/mile
Subcontractor Services (drilling, geo-probe, clearing, utility locator, laboratory testing, etc.)	Cost + 20%
Shipping Charges for samples, reports, test equipment, etc.	Cost + 15%
Materials (piezometers, observation wells, settlement plates, etc.)	Cost + 20%

- Notes: 1. Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel to and from the job.
2. Overtime, at the rate of 1.5 x standard rate, will be charged for all technical staff for work exceeding 40 hours per week, work over 8 hours per day, or during holidays, Saturdays, or Sundays.
3. A surcharge of 50 percent will be applied to all time spent in depositions and testifying in a court of law
4. A surcharge of 25 percent will be applied to all time spent on a watercraft

Per our telephone conversation today, we have been asked by the Town Manager and Public Works Director to expedite a Phase II Environmental Site Assessment and Limited Soil Delineation at Parking Lot # 5. We are currently processing a contract with ECS CAROLINA, LLP to perform the necessary work. Based on my conversation with ECS relative to their needs and with you relative the on-going operations, I propose the following schedule that will be the least distributive given the short notice.

I need your assistance in making arrangements for removal of all vehicles (towing if necessary) by 6 a.m., Saturday, March 17th. We will need to make arrangements to keep the lot empty and closed until 1 p.m. While at that time parking could be permitted overnight, it may be desirable to keep it out of service (technically) considering we will need it vacant the following morning by 8 a.m. until 9 p.m. (Sunday, March 18th). The following Tuesday, March 20th, it will be necessary to close the lot in order to complete the assessment. At this time, our preference would be to have the complete lot vacant between 8 a.m. and 9 p.m. At a minimum, we will need to plan on having the meter spaces closed and it may be necessary to make arrangements to relocate some, if not all, of the lease parking (in the center of the lot – signed and red bumper blocks) to the metered spaces. As soon as we resolve the finer details with ECS, I will advise with certainty to their needs for the 20th. We realize this may require an attendant to be present. We apologize for the short notice and the burden this places on your office. Please advise if we can be of assistance in closing this lot on these dates.

Thank you for the assistance with this important project.

Richard

ARTICLE III. NOISE*

***Editor's note:** Ord. No. 87-2-9/O-1, § 1, enacted Feb. 9, 1987, amended Art. III to read as herein set out in §§ 11-37--11-42. Formerly, Art. III, §§ 11-37--11-42, was derived from Ord. No. O-81-33, § 1, adopted May 11, 1981; Ord. No. O-81-61, § 1, adopted Sept. 14, 1981 and Ord. No. O-82-19, § 1, adopted March 8, 1982. Subsequently, Ord. No. 2001-09-24/O-8, § 1, amended Art. III, in its entirety, to read as herein set out. Prior to inclusion of said ordinance, Art. III pertained to similar subject matter. See the Code Comparative Table for a detailed analysis of inclusion.

State law references: City may regulate noise, G.S. § 160A-184.

Sec. 11-37. Article designated noise control code.

This article shall be known as the "Noise Control Code for the Town of Chapel Hill."

(Ord. No. 2001-09-24/O-8, § 1)

Sec. 11-38. Terminology and standards.

(a) *Terminology.* Major terminology used in this article is defined below. Terms not defined herein shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

(1) *A-weighted sound level:* The sound pressure level in decibels as measured on a sound level meter using the A-frequency-weighted network and slow meter response setting. The level so read is designated dB(A).

(2) *Decibel (dB):* Unit of level when the base of the logarithm is the tenth root of ten (10) and the quantities concerned are proportional to power. Unit symbol, dB.

(3) *Sound pressure level:* Ten (10) times the logarithm to the base ten (10) of the ratio of the time-mean-square pressure of a sound, in a stated frequency band, to the square of the reference sound pressure in gases of twenty (20) micro Pa. Unit decibel (dB); abbreviation, SPL; symbol, Lp.

(4) *Sound level meter:* Device used to measure sound pressure levels with a standardized frequency weighting and indicated exponential time weighting for measurements of sound level, or without time weighting for measurement of time-average sound pressure level or sound exposure level.

(5) *Sound level weighted sound pressure level:* Ten (10) times the logarithm to the base ten (10) of the ratio of the squared A-frequency-weighted sound pressure to the squared reference sound pressure of twenty (20) micro Pa, the squared sound pressure being obtained with slow (S) (1,000 ms) exponentially weighted time-averaging selected. Unit decibel (dB). [However, herein the unit for A-frequency weighted measurements will be referred to simply as dB(A).]

(6) *Time-interval equivalent continuous A-frequency-weighted sound pressure level:* Ten (10) times the logarithm to the base ten (10) of the ratio of the time-mean-square instantaneous A-frequency-weighted sound pressure during a stated time interval T, to

the square of the standard reference sound pressure. Unit, decibel (dB); abbreviated as $L_{Aeq,T}$

(7) *Time-interval equivalent continuous band sound pressure level*: Sound pressure level for sound contained within a restricted frequency band during a stated time interval T. Unit, decibel (dB); abbreviated as $L_{b,eq,T}$.

(8) *Filters*: Herein refers to either an octave-band or one-third ($1/3$) octave-band frequency filter as defined in ANSI S1.1-1994. Measurements with the A-frequency weighting filter provide a single overall sound level for a noise source after the contribution of the low frequencies has been significantly reduced. Octave-band and one-third ($1/3$) octave-band filter measurements provide more accurate information about the frequency pitch characteristics of the noise source.

(9) *Emergency work*: Any work performed for the purposes of maintaining public safety, preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

(10) *Steady-state sound*: A steady-state sound is one that exists twenty-five (25) percent of any one (1) measurement interval. A measurement interval is a continuous period of fifteen (15) seconds. Examples would include music sources, PA sounds, exhaust fan noise, heating and air-conditioner noise, etc.

(11) *Adjoining property*: Property which shares a contiguous boundary with another.

(b) *Instrumentation, requirements and measurement procedures*: The instrumentation requirements, personnel training or qualifications and reporting procedures to be used in the measurement of sound as provided for in this section shall be those as specified herein:

(1) Sound level measurements shall be obtained following the general guidelines outlined in the references listed below and as specified in documents formulated by the city pertaining to the enforcement of this code.

(2) Sound level meters shall be of a least Type Two as defined in ANSI S1.4-1997 for integrating-averaging sound level meters. The sound measurement system shall be serviced and calibrated and operated as recommended by the manufacturer or as outlined in the general order defined in (4) below.

(3) Persons using the sound measuring equipment and related instrumentation shall be trained in its proper operation, use, and care.

(4) The town manager or his designee shall issue a general order adopting standards and procedures for sound level measurements and enforcement consistent with this article.

(c) *References*:

(1) *ANSI S1.43-1997*. American National Standard Specifications for Integrating-Averaging Sound Level Meters. Standards Secretariat, Acoustical Society of America, New York, NY.

(2) *ANSI S1.4-1983 (R 1997)*. American National Standard Specification for Sound Level Meters. Standards Secretariat, Acoustical Society of America, New York, NY.

(3) *ANSI S2.11-1966 (R 1993)*. American National Standard Specifications for octave, half-octave, and third-octave band filter sets. Standards Secretariat, Acoustical Society of America, New York, NY.

(4) *ANSI S1.1-1994*. American National Standard Acoustical Terminology. Standards Secretariat, Acoustical Society of America, New York, NY.

(5) *ANSI S3.20-1995*. American National Standard Bioacoustical Terminology.

Standards Secretariat, Acoustical Society of America, New York, NY.

(6) *ANSI S1.40-1984(R 1997)*. American National Standard Specification for Acoustical Calibrators. Standards Secretariat, Acoustical Society of America, New York, NY.

(Ord. No. 2001-09-24/O-8, § 1)

Sec. 11-39. Maximum permitted steady-state sound levels and sound pressure levels.

(a) No person or group of persons shall operate or cause to be operated any source of sound in such a manner as to create a root mean square (rms) steady-state sound level that exceeds the limits set forth either in Table 1 or in Table 2 when measured at any point on the boundary planes of the property line from which the sound originates, or beyond.

(1) *A-frequency-weighted sound pressure levels:*

Table 1. Maximum Sound Level Limitations at the Property Boundary--Plane by Primary Use Category, dBA

TABLE INSET:

Primary Use Category	Daytime*	Nighttime*
Residential	50	45
Business, Office, Commercial, and Institutional	65	55
Shopping Center, Thoroughfare, and Industrial	70	65

* Daytime and nighttime are defined in section 11-39(d).

(2) *One-third octave-band sound pressure levels:*

Table 2. Maximum One-Third Octave-Band Sound Pressure Level Limitations At The Property Boundary--Plane by Primary Use Category, dB

TABLE INSET:

One-Third Octave-Band Center Frequency, Hertz	One-Third Octave-Band SPL, dB			
	Residential		Business, Office, Commercial, Institutional	
	Daytime	Nighttime	Daytime	Nighttime
16	83	78	98	88
20	75	70	90	80
25	67	62	82	72
31.5	60	55	75	65
40	57	52	72	62
50	56	51	71	61
63	55	50	70	60
80	54	49	69	59
100	53	48	68	58
125	52	47	67	57
160	51	46	66	56

200	50	45	65	55
250	49	44	64	54
315	47	42	62	52
400	45	40	60	50
500	43	38	58	48
630	41	36	56	46

(b) In Table 2, the allowed one-third (1/3) octave-band sound pressure levels for the nighttime and daytime for the shopping center, thoroughfare and industrial boundaries are +5 and +10 dB higher than is defined for the daytime business, office and commercial, and institutional boundary planes.

(c) When the primary use of the property where the noise is produced differs from the primary use of the adjoining sound-receiving property, then the maximum permitted sound levels or sound pressure levels which will apply are the lower of the levels shown in Tables 1 and 2 for the two (2) primary use categories involved.

(d) For purposes of this article daytime is defined as 7:00 a.m. until 11:00 p.m. and nighttime is defined from 11:01 p.m. until 6:59 a.m. from Sunday through Thursday. For the days of Friday and Saturday daytime is defined as 7:00 a.m. until 12:00 a.m. and nighttime is defined as 12:01 a.m. until 6:59 a.m.

(Ord. No. 2001-09-24/O-8, § 1)

Sec. 11-39.1. Nuisance noises.

(a) It shall be unlawful to create, cause or allow the continuance of any unreasonably loud noise, particularly during nighttime, which interferes seriously with neighboring residents' reasonable use of their properties. Steady state noises that do not exceed the allowable sound levels as defined in section 11-39(a)(1) and (2) are not nuisance noises. Nuisance noises may include, but are not limited to, the following:

- (1) Yelling, shouting, whistling or singing.
- (2) Noisy parties.
- (3) Loading operations. Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or other similar objects.
- (4) Repair of motor vehicles. The repair, rebuilding or testing of any motor vehicle.
- (5) Sound amplification equipment, television, or musical instrument.
- (6) Horns and signaling devices (except as a warning of a safety hazard, danger or emergency).
- (7) Vehicles not operating with original manufacturer-provided muffler, or equivalent, in good working order, and vehicles using compression release engine or transmission braking systems in non-emergency circumstances.
- (8) Exterior and mobile loud speakers.
- (9) Power equipment including but not limited to power tools, generators, and garden equipment.
- (10) Explosives. The use or firing of explosives, firearms, fireworks or similar devices which create impulsive sound.
- (11) Security alarms. The sounding of a security alarm, for more than twenty (20)

minutes after the owner or responsible party has been notified by law enforcement personnel.

(b) It shall be unlawful to operate a vehicle sound system on public or private property, or a boom box on public property, in such a manner that the sound emanating from such equipment is detectable at a distance of thirty (30) feet from the source.

(Ord. No. 2001-09-24/O-8, § 1; Ord. No. 2004-10-27/O-3, § 1)

Sec. 11-40. Exceptions.

The following are exempt from the provisions of this article:

- (a) Sound emanating from regularly scheduled outdoor athletic events on the campus of the University of North Carolina, or on the grounds of local schools, or parks.
- (b) Construction operations from 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m. on weekends for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with the manufacturer's specifications, and with all standard equipment, and with manufacturer's mufflers and noise-reducing equipment in use, and in proper operating condition.
- (c) Noises of safety signals, warning devices, emergency pressure relief valves, all church bells and the bells of the Bell Tower and the bell on South Building on the University of North Carolina campus.
- (d) Noises resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.
- (e) Sound at street fairs conducted by or for the Town of Chapel Hill.
- (f) An official all-campus University of North Carolina event, held on the University Campus, no more than one (1) weekend in duration, occurring no more often than twice per year.
- (g) All noises coming from the normal operations of properly equipped aircraft (not including scale model aircraft).
- (h) All noises coming from normal operation of motor vehicles properly equipped with the manufacturer's standard mufflers and noise-reducing equipment, including noises coming from compression release engine or transmission braking systems when used in emergency circumstances.
- (i) Noise from lawful fireworks and noisemakers on holidays and at religious ceremonies.
- (j) Reserved.
- (k) Musical accompaniment or firearm discharge related to military ceremonies.
- (l) Emergency work necessary to maintain public safety, or to restore property to a safe condition following an accident or natural disaster, or to restore public utilities and infrastructure following an accident or natural disaster, or to protect persons or property from an imminent danger.
- (m) Noises resulting from the provision of government services necessary to maintain the public infrastructure.
- (n) Noises resulting from work performed by non-government agencies, provided that such work is necessary to maintain the public infrastructure, and that a permit for the

work has been issued by the town.

(o) Noises resulting from the provision of sanitation and recycling services between the hours of 5:30 a.m. and 11:00 p.m. in accordance with a permit issued by the manager.

(p) Any other noise resulting from activities for which a permit allowing exemption from this article has been granted by the town. Regulation of noises emanating from operations under such permit shall be according to the conditions and limits stated on the permit.

(Ord. No. 2001-09-24/O-8, § 1; Ord. No. 2004-10-27/O-3, § 2; Ord. No. 2005-06-15/O-4, § 1)

Sec. 11-40.1. Regulations applicable to leaf blowers and other motorized agricultural and landscape maintenance equipment.

Leaf blowers, lawn mowers and other motorized agricultural and landscape maintenance equipment shall be subject to the following regulations:

(1) Leaf blowers, lawn mowers and other motorized agricultural and landscape maintenance machinery shall be operated only with all manufacturer-supplied emission control devices and noise muffling equipment in proper working order.

(2) Leaf blowers, lawn mowers and other motorized agricultural and landscape maintenance machinery may be used during the following time periods based on the zoning designation of the property and contiguous property:

a. On property zoned one of the residential zoning classifications under the town's Land Use Management Ordinance (R-6, R-5, R-4, R-3, R-2, R-2A, R-1, R-1A, R-LD-1, and R-LD-5), and on parts of any property not so zoned but contiguous to property carry such designation, within one hundred (100) feet of the residentially zoned property, such equipment may only be operated between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday and between the hours of 9:00 a.m. and 5:00 p.m. Saturday and Sunday.

b. On property zoned for any other purpose not meeting the contiguity standard in subsection (1), said equipment may only be operated between the hours of 4:00 a.m. and 9:00 p.m. Monday through Friday and between the hours of 8:00 a.m. and 5:00 p.m. on Saturday and Sunday.

(3) Notwithstanding the provisions of subsection (2), the town manager is authorized to direct the use by town staff and town agents of such motorized machinery at other hours when such use is necessary to clean or restore public properties following scheduled or unscheduled special events.

(4) Leaf blowers, lawn mowers and any other motorized agricultural and landscape maintenance machinery shall be operated and controlled by the handler so that the decibel level generated by said equipment does not exceed sixty-five (65) dBa when measured, off of the premises where the equipment is used, at a distance of fifty (50) feet from the location of use. Equipment that would otherwise exceed this standard shall be operated at a reduced intensity in order to meet this standard when the operator is made aware of persons present within the nearby vicinity.

(5) These specific regulations shall not mean that the use of such equipment is not further subject to the nuisance provisions contained in section 11-39.1 of this chapter.

(6) The town manger is authorized to issue permits to exempt property owners from the time periods set out in this section on a case by case basis where a property owner applies for a permit to conduct maintenance activity on his/her own property and presents documentation from a physician that due to a medical condition the individual

should not be engaging in the landscape maintenance activity during the time periods where such activity is otherwise permitted due to the individual's sensitivity to heat or other conditions existing during such time periods.

(Ord. No. 2005-06-15/O-4, § 2)

Sec. 11-41. Permit to exceed noise limits.

- (a) A person or group of persons may apply for a permit specific to the time and place of a planned activity in order to produce or cause to be produced sound no more than ten (10) dB in excess of the sound limits specified in section 11-39 only during the daytime hours on Friday and Saturday.
- (b) Any person or group of persons desiring a permit shall apply as provided herein, and shall provide all information required.
- (c) Any person desiring a permit to exceed the sound level limits as specified herein and for the allowed times must apply seven (7) days prior to the activity for which the permit is requested.
- (d) In considering and acting on all requests or permits pursuant to this article, the town manager shall consider, but shall not be limited to the following, in issuing or denying such permit: The timeliness of the application; the nature of the requested activity or event; the time of the event; the duration of the event; other activities in the vicinity of the location proposed; the frequency of the application; the effect of the activity on the residential areas of the town; previous experience with the applicant; and previous violations, if any, of the applicant.
- (e) In addition, in order to issue a permit, the manager must determine that granting such a permit would have minimum or no impact on the surrounding area, or that the event is of a community-wide nature.
- (f) A permit granted under this section will require the payment of a fifty dollar (\$50.00) administrative fee.
- (g) Permit holders agree to contact at least one (1) adult at every residential address within two hundred fifty (250) feet of the property boundary of the site for which the permit has been issued. Such notification must be made in writing using the notification form provided by the police department, and be done at least seventy-two (72) hours prior to the starting time of the permit.
- (h) Permit holders agree to cooperate with town officials in enforcing this noise ordinance by having the signer(s) of the permit available at the site of the event during the entire time for which a permit has been issued and capable of assisting town officials in enforcing the noise ordinance

(Ord. No. 2001-09-24/O-8, § 1)

Sec. 11-42. Violations.

- (a) When it is reasonable and practical to do so, a person believed to be violating any portion of this article may be given an oral order to cease or abate the noise immediately, or as soon as is reasonable or practical, prior to being charged with a violation.
- (b) If the order to cease or abate the noise is not complied with, the person or persons responsible for the violation may be charged with a violation of this article.
- (c) A person or group of persons will not be deemed to have violated section 11-39.1(a) of this article unless the noise being created, caused, or allowed to continue by said person(s) is

reported on at least two (2) occasions, at least twenty (20) minutes apart, by different complainants at two (2) different locations, or unless the noise is of such a nature that a reasonable person should have known that the noise was a nuisance as defined in section 11-39.1(a).

(d) Steady-state sounds, created by existing sources and/or equipment in place and operational prior to the effective date of this article, and maintained in good working order, are not violations of this article if the sound levels created do not exceed the limits allowed by ordinance prior to the effective date of this article.

(Ord. No. 2001-09-24/O-8, § 1)

Sec. 11-43. Penalties and enforcement.

(a) Any violation of this article is a misdemeanor and is punishable by a fine not to exceed one hundred fifty dollars (\$150.00), imprisonment for not more than ten (10) days, or both.

(b) Violation of section 11-41 of this article is cause for immediate revocation of a permit to exceed normal sound limits.

(c) The town manager or the town manager's designee may deny a request to receive a permit to exceed the normal sound limits to any person or group of persons who have, within the previous six (6) months, violated any condition of this article.

(d) Violations of this article may also be enforced by assessment of a civil penalty of up to five hundred dollars (\$500.00) per day as provided by law. Each day that a violation continues shall constitute a separate offense. The manager shall determine the amount of the civil penalty to be assessed under this section, shall make written demand for payment upon the person responsible for the violation, and shall set forth in detail the violation for which the penalty has been invoked. If payment is not received or equitable settlement reached within sixty (60) days after demand for payment is made, a civil action may be initiated to collect said penalty. In determining the amount of the penalty the manager shall consider the extent of the inconvenience or harm inflicted by the violation, whether the violation was committed willfully, and the prior record of the violator in complying or failing to comply with the ordinance.

(e) In addition to the civil and criminal penalties, the town may institute legal procedures for injunctive relief for any violation of the article.

(Ord. No. 2001-09-24/O-8, § 1)

Secs. 11-44--11-52. Reserved.

NORTH CAROLINA
ORANGE COUNTY

ENCROACHMENT AGREEMENT

This Encroachment Agreement, made this ____ day of _____, 1993, by and between Griffith Enterprises, Inc., of Winston-Salem, North Carolina, a North Carolina Corporation ("Griffith"), and the Town of Chapel Hill, a North Carolina Municipal Corporation (the "Town").

WITNESSETH THAT:

Whereas, the Town is the owner of a tract of land at the corner of West Franklin Street and Church Street, known as Parking Lot #5; and

Whereas, Griffith has been retained to conduct groundwater monitoring and install groundwater recovery wells in connection with the resolution of a groundwater pollution problem on the nearby property of the McFarling Exxon Station on West Franklin Street; and

Whereas, the North Carolina Department of Environment, Health, and Natural Resources, Division of Environmental Management is regulating the clean up of a spill of unleaded gasoline into the soil at the site of the Exxon Station; and

Whereas, installation of monitoring and recovery wells on the Parking Lot #5 property will serve to allow the recovery and treatment of contaminated groundwater.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Town grants a right to encroach upon the property of Parking Lot #5 at the locations identified on the attached Exhibit A which is incorporated herein by this reference, to install, maintain, and operate groundwater monitoring and recovery wells, together with the right and easement of ingress and egress across Parking Lot #5 for the purpose of inspecting, maintaining and repairing said improvements.

This Encroachment Agreement is subject to, and conditioned upon, the following covenants and provisions:

1. Installation, operation and maintenance of the wells shall be in compliance with all applicable federal and state laws and regulations.

2. Installation, operation and maintenance of the wells, shall be entirely at the expense of Griffith and its client, Exxon, and shall not disrupt the Town's operation of the Parking Lot.

3. The wells shall be removed at any time upon 30 days request by the Town. The Town agrees not to request removal of the wells except for good cause related to the Town's use of its property or operation of Parking Lot #5.

4. This Encroachment Agreement shall be for a period of 24 months from the date of this Agreement unless otherwise extended by mutual agreement of the parties. Upon expiration of this Agreement and any extensions, Griffith shall remove all monitoring equipment and shall restore the areas used for this encroachment as near as practicable to their condition prior to installation of the wells.

5. The granting of permission to install the monitoring and recovery wells shall not relieve Griffith, McFarling's Exxon, Exxon Corporation, or any other party of any liability or responsibility they might otherwise have for the environmental conditions in Parking Lot #5 associated with contamination of soils or groundwater by leakage of petroleum products or other pollutants.

6. Griffith shall hold the Town harmless for any and all damages arising out of or related to the construction, maintenance, repair, or presence of said groundwater monitoring and recovery wells.

7. Griffith shall maintain Comprehensive General Liability insurance, naming the Town as an additional insured, with a minimum limit of \$2,000,000 combined single limit for bodily injury and property damage liability, including premises and operations, covering its operations on Parking Lot #5.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

GRIFFITH ENTERPRISES, INC.

TOWN OF CHAPEL HILL

by _____
Title: _____

by _____
Town Manager

Attest: _____
Title: _____

Attest: _____
Town Clerk

MEMORANDUM

TO: Bob Godding, Transportation Director
FROM: Ralph D. Karpinos, Town Attorney
SUBJECT: Parking Lot #5 Encroachment Agreement
DATE: November 9, 1993

Attached is a proposed encroachment agreement. Please review and call me if you have any questions or concerns. If it appears satisfactory, please forward three copies to Griffith for execution.



PURCHASE ORDER

TOWN OF CHAPEL HILL, NORTH CAROLINA

ORIGINAL

Fiscal Year 2007

Purchase Order # 00012918

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. ANY APPLICABLE TAXES MUST BE STATED SEPARATELY ON INVOICE.

PURCHASING COPY

Page 1 of 1

S H I P T O BILL TERRY
PUBLIC WKS
1099 MARTIN LUTHER KING JR BLV
CHAPEL HILL, NC 27514
Phone: 919 968-2800 X148

V E N D O R ECS - ENGINEERING CONSULTING SVCS
9001 GLENWOOD AVENUE
RALEIGH, NC 27617

B I L L T O ACCOUNTS PAYABLE
TOWN OF CHAPEL HILL
405 MARTIN LUTHER KING JR. BOULEVARD
CHAPEL HILL, NC 27514
TELEPHONE: 919-968-2824 FAX: 919-969-2017

Vendor Phone Number 919 861-9910		Vendor Fax Number 919 861-9911	Vendor Number 13087	Contract Number 729	Department/Location INTERNAL SERVICES - BUILDINGS		
Date Ordered 03/16/2007	Bid Number	Requisition Number 1918	Terms & Conditions TERMS & CONDITIONS REGULATING THIS DOCUMENT ARE PRINTED ON REVERSE SIDE				
Line #	Description/Part No.			Qty	UOM	Cost Each	Extended Price
1	PHASE II ENVIRONMENTAL SITE ASSESSMENT AND LIMITED SOIL DELINEATION AT PARKING LOT #5 PER CONTRACT #729. COST IS BASED ON ESTABLISHED FEE SCHEDULE. MAY EXCEED DOLLAR AMOUNT UPON APPROVAL.			1	Each	\$15,350.00	\$15,350.00
	10345 - 60000						15,350.00

PLEASE CLOSE PURCHASE ORDER

Sign _____

Date _____

Purchase Order Total

15,350.00

March 15, 2007

Requisition # 1918

ECS CAROLINA LLP
9001 Glenwood Avenue
Raleigh, NC 27617-7505

V# 13087

Account # 10345-60000

Phase II Environmental Site Assessment and Limited Soil Delineation at Parking Lot # 5 per Contract # 729. Cost is based on established fee schedule.

The purchase order will be established for \$15,350. ✓

Richard Terrell

From: Richard Terrell
Sent: Tuesday, March 13, 2007 7:09 PM
To: BRIAN CURRAN; Robert Minick; Shelton Burnette
Cc: Bill Letteri
Subject: Noise Control and Private Utilities
Importance: High
Attachments: gateway.htm

We are in the process of contracting for a Phase II Environmental Site Assessment and Limited Soil Delineation at Parking Lot # 5. We are working with Parking Services for the lot to be closed during certain hours on March 17th, 18th and 20th. On the 18th and 20th a drilling rig will be on site from 8 a.m. to 9 p.m. to perform soil test borings.

Major

We have requested for our information, data on the dba (noise level) that will be produced as a result of the drilling. The hours of operations are consistent with that permitted Section 11-40. - Exceptions (b) and we believe, as long as our contractor complies with the terms specified in Section 11-40. - Exceptions (b) that the work will be exempted as permitted in Section 11-40. - Exceptions (b) and (p). I'm sending this notice relative to the work in the event that your department receives a complaint. I will advise to the dba once the data is obtained.

Please advise if my interpretation of the code is incorrect or if you need more information.

Mr. Minick and Mr. Burnette

Our contractor has requested that we locate and mark (purple) the irrigation lines by 5 p.m., this Friday. Mr. Tucker or Mr. Russell in Engineering may have useful information on hand to assist us in field locating the lines. Please see me if you desire to discuss this request further.

Thanks to all.

Richard

From: Richard Terrell
Sent: Tuesday, March 13, 2007 3:01 PM
To: 'SMiller@ecslimited.com'
Subject: Noise Control and Private Utilities

Noise Control

Information requested relative to the Town of Chapel Hill's Noise Control ordinance. See Section 11-40. - Exceptions (b) and (p) Would the dba exceed the limits permitted under Section 11-39?

Private Utilities

The site contains an abandon plant irrigation system. Is there a need for us to attempt to locate the piping and mark the locations? The main lines are two inch pvc and we don't care if they get damaged as a result of the work to be performed by your company.

I assume that you are aware that there's one or more water quality testing wells currently on-site. They were

3/13/2007

installed as a result of an adjacent property clean-up/assessment. If you're interested, we can discuss the issue further. I will be back in the office at ~3:15 p.m.

Richard E. Terrell

Town of Chapel Hill
Public Works Department
Operations Manager

(919) 968-2800, ext. 107

Richard Terrell

From: Richard Terrell
Sent: Tuesday, March 13, 2007 6:43 PM
To: 'SMiller@ecslimited.com'
Cc: Bill Letteri; CoCo Hall
Subject: Certificate of Insurance

Please have your office fax tomorrow a copy of insurance to CoCo Hall, Purchasing and Contracts Manager at (919) 969-2017. If they have questions they can reach Mrs. Hall at (919) 969-5025.

Thanks

Richard E. Terrell

Town of Chapel Hill
Public Works Department
Operations Manager

(919) 968-2800, ext. 107

Richard Terrell

From: Richard Terrell
Sent: Tuesday, March 13, 2007 6:36 PM
To: Bill Letteri
Cc: 'SMiller@ecslimited.com'
Subject: Temp Closure of Lot # 5
Importance: High

FYI – will keep you informed – based on this schedule the geophysical survey would occur on the 17th

From: Richard Terrell
Sent: Tuesday, March 13, 2007 6:30 PM
To: Brenda Jones
Subject: Temp Closure of Lot # 5
Importance: High

Per our telephone conversation today, we have been asked by the Town Manager and Public Works Director to expedite a Phase II Environmental Site Assessment and Limited Soil Delineation at Parking Lot # 5. We are currently processing a contract with ECS CAROLINA, LLP to perform the necessary work. Based on my conversation with ECS relative to their needs and with you relative the on-going operations, I propose the following schedule that will be the least distributive given the short notice.

I need your assistance in making arrangements for removal of all vehicles (towing if necessary) by 6 a.m., Saturday, March 17th. We will need to make arrangements to keep the lot empty and closed until 1 p.m. While at that time parking could be permitted overnight, it may be desirable to keep it out of service (technically) considering we will need it vacant the following morning by 8 a.m. until 9 p.m. (Sunday, March 18th). The following Tuesday, March 20th, it will be necessary to close the lot in order to complete the assessment. At this time, our preference would be to have the complete lot vacant between 8 a.m. and 9 p.m. At a minimum, we will need to plan on having the meter spaces closed and it may be necessary to make arrangements to relocate some, if not all, of the lease parking (in the center of the lot – signed and red bumper blocks) to the metered spaces. As soon as we resolve the finer details with ECS, I will advise with certainty to their needs for the 20th. We realize this may require an attendant to be present. We apologies for the short notice and the burden this places on your office. Please advise if we can be of assistance in closing this lot on these dates.

Thank you for the assistance with this important project.

Richard

Richard Terrell

From: Richard Terrell
Sent: Tuesday, March 13, 2007 5:20 PM
To: Larry Tucker
Subject: ECS past reports

Thanks!! – the new survey will be Phase II

From: Larry Tucker
Sent: Tuesday, March 13, 2007 4:54 PM
To: Richard Terrell
Cc: Curtis Brooks; Bill Letteri
Subject: FW: ECS past reports

Richard,

Here are all the reports we have to date from ECS for your use. Looks like we already have an environmental assessment report which was done for Stainback. Do we need to do this again? Are legally able to use this report.

Larry

From: Gordon Sutherland
Sent: Tuesday, March 13, 2007 4:45 PM
To: Larry Tucker
Subject: ECS past reports

Here you go take what you need.

Gordon Sutherland, MRTPI, AICP
Principal Long Range Planner
Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514
Phone: (919) 968-2728 ext. 353
Fax: (919) 969-2014
E-mail: gsutherland@townofchapelhill.org
Web: www.townofchapelhill.org

GOOD MORNING BILL -

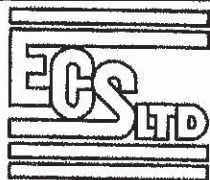
Great to meet you yesterday and I appreciate your time.

Attached please find a table of borings, depths, + PID readings as well as a map of current + projected locations.

Please feel free to call when you receive it. I just spoke with Richard concerning which parking spots we'll need open for tomorrow.

Thank You.

Jandy



ENGINEERING CONSULTING
SERVICES, LTD.

CALCULATION SHEET

PROJECT:

Parking Lot #5, Phase II, Lim. Soil Decon.

TITLE:

FIGURE NO.

JOB NO.

SCALE:

BY:

DATE:

3-19-07

APPROVED BY:

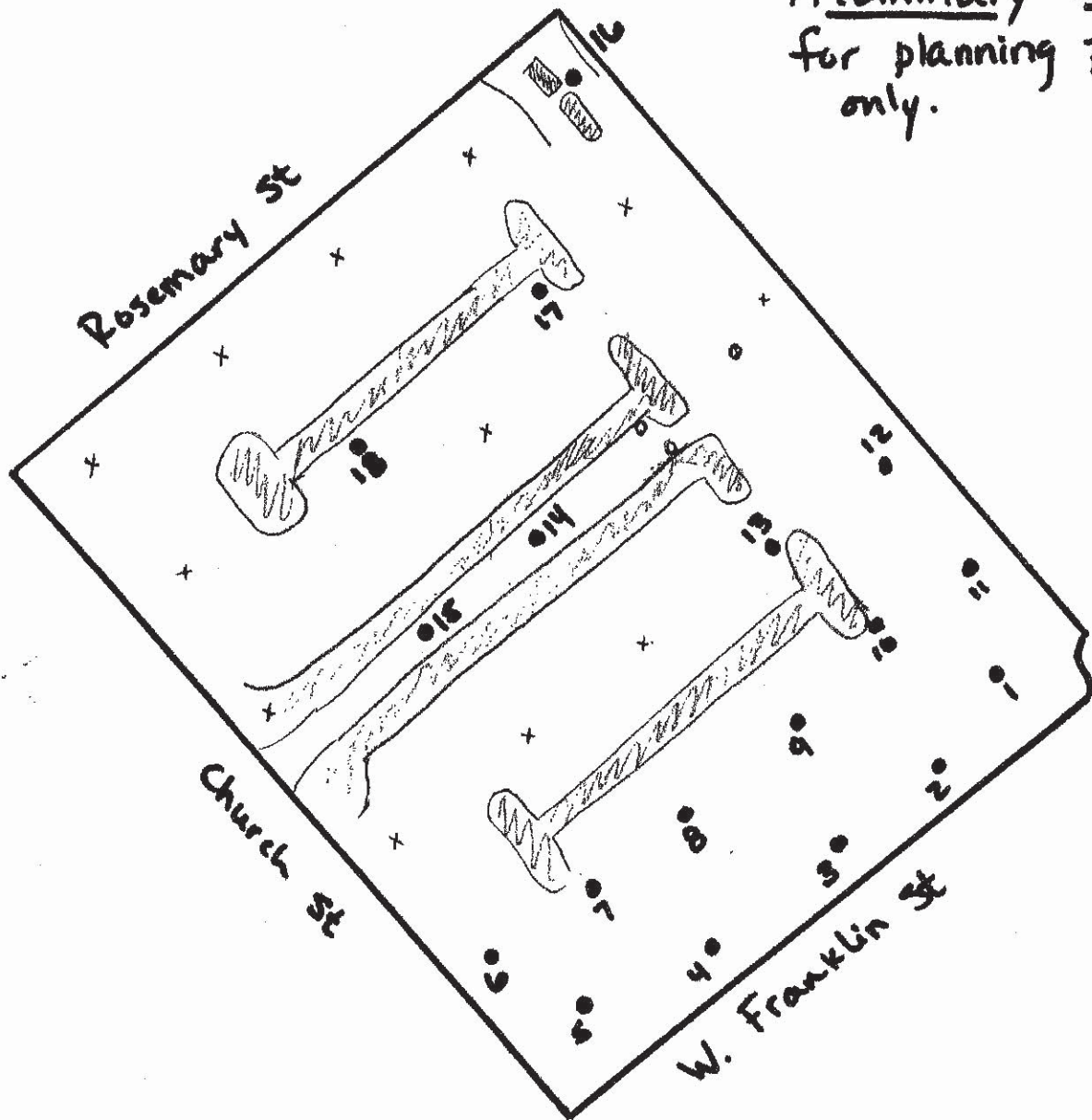
DATE

	depth of sample	total depth	PID screening	
SB-1	10'	10	2150 ppm	
SB-2	10.5	10.5	52	
SB-3	13	13	87	
SB-4	9	9	15.7	
SB-5	8	13	13.3	
SB-6	15	15	2016	<u>Preliminary Draft</u> for planning purposes only.
SB-7	10	10	4.3	
SB-8	18	18	7.2	
SB-9	16	16.5	132	
SB-10	12	16	343	
SB-11	16	16.5	33	
SB-12	8	8	4.5	
SB-13	16	16	70	
SB-14	16	16.5	40	
SB-15	12	16.5	0.8	
SB-16	4	11	246	
SB-17	16	16	1.6	
SB-18	8	8	1.3	

Note: PID (for Volatile Organic Compounds - VOCs) readings are not

laboratory confirmed. They are a screening device only and not a true representation of VOCs in the soil.

Preliminary Draft -
for planning purposes
only.



Legend

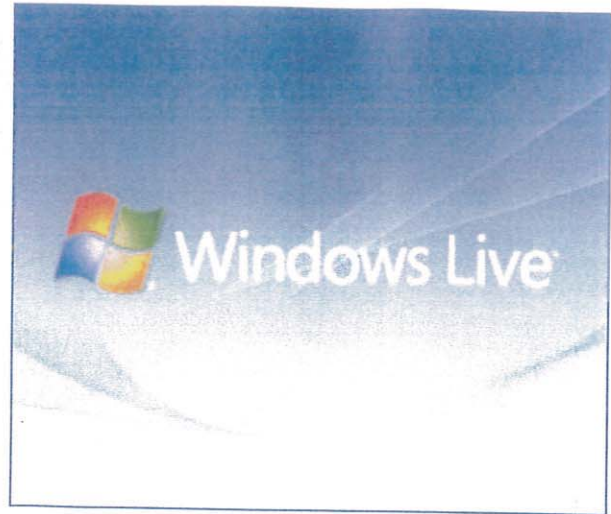
- - soil boring done 3/18/07
- x - projected boring location for 3/20/07
- - attempted soil boring on 3/18/07, refusal encountered at 2' depth

⊗ Not to Scale

From: Sandy Miller



Projected grid
~50'x50'



18

$$\frac{80}{70} = \frac{16}{14}$$

$$80 = 70$$

2003 Photo



W FRANKLIN ST

CHURCH ST

W ROSEMARY ST

PERCHARD AVE

SHORT ST

MEMORANDUM

To: George Small, Director of Engineering

From: Mike Taylor, Engineering Design Specialist

Subj: Lot #5 / 140 West - Courtesy Review

Date: March 27, 2008

I have completed a preliminary review of the plans for Lot #5 and have compiled those comments with the comments noted during our joint review last week with staff from the Fire, Police, and Public Works Departments. Below are those comments. Emily Cameron has provided a separate set of comments focused on the streetscape.

1. Prior to a Zoning Compliance Permit it will be necessary to provide detailed Work Zone Traffic control plans for the proposed lane closure on Franklin Street and an explanation how the construction vehicles will be routed to and through work area, especially during the excavation phase of the work and how the points of access for the construction vehicles will be handled. A narrative for the Construction Management Plan would be helpful.
2. Show the entire detour route and sign placements for the proposed closure of Church Street.
3. If construction access points are gated it will be necessary to confirm that a fire lane/ access lane will be provided from Rosemary Street.
4. Show tree root zone areas that are representative of the type and size of trees. Call out tree sizes numerically for trees with 12 inch diameter and larger.
5. Show all information regarding crane swing and aerial liability for public and private property. We will also need recorded copies of any necessary construction easements.
6. Provide a complete legend of all symbols used on the plans.
7. Clarify how access will be maintained for FDC connections on Church Street. Construction trailers and the fencing should not block access between the fire hydrant on the east side of the street and the FDC at the Pavilion on the west side of the street.

8. Provide approval from adjacent property owners regarding restricted access to their property.
9. Assure that lane closures and construction limits are shown consistently between all sheets. There appears to be some discrepancies between plan sheets.
10. We will need a detailed pedestrian access and circulation plan for the construction phase.
11. Show the proposed FDC connection on Rosemary Street and show how access will be maintained to the connection.
12. Graphically designate the public and private areas and walkways on the site for maintenance and enforcement purposes.
13. Explain the reason the utility box is shown located above grade along Church Street. It would appear that this box should be moved from the present location to a location that would fit the streetscape better than now shown.
14. It appears that steps are shown in the sidewalk area of Franklin Street. The sidewalks must be designed without steps.
15. It is unclear why a two foot high retaining wall is proposed in the streetscape area of Franklin Street. Please provide clarification regarding the necessity of a retaining wall. If a wall is permitted it will be necessary to provide a detailed drawing and sealed design calculations.
16. Provide details of the proposed improvements for the Franklin Street bus stop and locate the required amenities on the plans and/or with a detailed drawing. Clarify the plans and timing for the bus stop and sidewalk on the north side of Rosemary Street.
17. Confirm viability of temporary pedestrian cross-walk on Franklin Street. We believe it would be better for pedestrians to cross at the traffic signal at Columbia Street.
18. Clearly delineate fire access along Church Street during construction.
19. Provide detailed information on the security plan for the facility. The information should include hardware specifications, security concierge lay-out and details on surveillance equipment, security personnel requirements (i.e.; Will there be roving security guards?, How many security personnel on duty per shift? Will the on-site plan involve police, and/or a private firm?)
20. We recommend the addition of a security camera to cover the east side of the building adjacent to the garage entrance.

21. Clarify the meaning of the "FD" designation on the elevations.
22. Show the location of all proposed fire hydrants and fire department connections (FDC) proposed for the 140 West site.
23. The typical details for the soil nails should call out the angle of the nails. The shoring plans should also show a profile of the proposed shoring with the nail locations. These plans will be a necessary part of the final plan approval.
24. A dewatering plan/ erosion control plan must be approved prior to excavation of the site and installation of the shoring.
25. Provisions for ground water drainage should be addressed for the temporary shoring and the permanent foundation. The specifications should include provisions for the fill material between the temporary and permanent structures and must be specified by a structural and/ geotechnical engineer.
26. Provide detailed drawings of the proposed street lights. Please note that for traffic safety reasons utility/ street light poles are not typically located immediately behind the back of curb.
27. Show typical street cross-sections for all street frontages.
28. The curb radius/location at the southeast corner of Church Street and Rosemary Street must be adjusted to provide for right turns from Church Street onto Rosemary Street. As now shown a truck can not make a right turn without crossing over into the left turn lane on Rosemary Street.
29. The conditions of approval call out at-grade sidewalks at the driveways. Therefore, the driveway grades must be changed to eliminate the need for accessible ramps.
30. Provide the pavement design with calculations for the special paving at the south end of Church Street.
31. Revise the curb radius between the service driveway and the parking garage driveway to facilitate right turns into the parking garage.
32. Provide a detail and show the location of the signs necessary to identify the location of the parking garage entrance for drivers.
33. Please ensure all proposed pavement marking and lane widths are consistent between difference plan sheets. Are there plans for overlaying the street with a surface course of asphalt after completion of the project?

34. Identify the future location of the existing water meter on Franklin Street.
35. Doors swinging out onto the public sidewalk are subject to review by Building Inspections to ensure compliance with the N.C. Building Code.
36. Provide detailed drawings for a, pavement cut/trench repair, curb inlet, accessible ramps, standard curb& gutter, and for the proposed valley gutter.
37. All pavement markings and traffic control devices must comply with the Manual on Uniform Traffic Control Devices. The minimum cross-walk width is 6 feet. Eight feet would be typical for the Town. Accessible ramps must be provided at both ends of the cross-walk and pedestrian warning signs are required for mid-block crossings. We use 125 mils for thermoplastic markings instead of the 120 mils shown on the plan sheets (Sheet D7.00) Temporary and permanent pavement markings must be provided for all affected streets.
38. The northern most construction entrance (Sheet 3.00) should not be located in the Rosemary Street/Church Street intersection.
39. Provide a typical detailed drawing of the 350 MCM duct bank "by others" proposed for Church Street.
40. The grease traps shown on sheet SD 4.00 appear to be in the public right-of-way.
41. Confirm the vehicle access arrangements for the property owners on the west side of Church Street.
42. A narrative of the construction traffic management plan would be helpful during the review of the final plans.
43. It will be necessary to provide a traffic signal timing plans for the signals at both ends of Church Street when the street is closed to traffic.
44. Show the existing and future signal cabinet location and poles at the Rosemary Street and Church Street intersection.
45. For security reasons please call out the mature height of the plant proposed as part of the streetscape.
46. Please clearly identify the freight elevator.
47. Will alarms be provided in the elevators?
48. Please provide details and location on the required audible warning systems at driveway entrances for motorist.

49. Will a security camera be provided in stairway #6?
50. Please confirm the parking space percentages for compact verses standard sizes.
51. Please show all sidewalk and amenity strip dimensions on the plan view.
52. A fire flow report will be required prior to a Zoning Compliance Permit.

I hope providing the preliminary comments listed about will expedite the review of the final plans. Please let me know if you have any questions concerning the comments.

MEMORANDUM

To: Gene Poveromo, Development Coordinator

From: Emily Cameron, Landscape Architect

Subject: DRS Comments – Lot 5 [as Owner]

File: 85.J..11, etc.

Date: March 13, 2007
Update: March 24, 2008

We have reviewed the plans for 140 West as the Owner and have the following comments:

1. We recommend that the following information be shown on the **plans**:
 - a. A detail and specification for 'specialty pavers.' We want to determine if these are suitable for high-traffic areas and reliable when replacements are needed.
 - b. Subsurface drainage system for raised planters and at-grade tree pits
 - c. A specification for structural soil for at-grade tree plantings to create a 10' x 6' x 2' pit for root growth.
 - d. Trash receptacles in the right-of-way (in the amenity strip) every 50 feet adjacent to the sidewalk, but not within 10 feet of bench groupings
 - e. Bicycle racks shown to scale. Currently they appear to be at least twice as large as actual size. Typically they are installed in proximity to custom light poles to prevent misuse of the light poles to secure bicycles.
 - f. Kiosks (2) to be shown on the Existing Conditions plan. Both of these will be removed by the Town prior to demolition.
 - g. A detail for the light fixtures, including any fixtures on the buildings.
 - h. Ductbank beneath the sidewalk on Franklin Street for energizing street lights and underground wiring for lighting on Church and Rosemary Streets. We defer to Traffic Engineering and IT as to whether the standard ductbank is needed on frontages other than Franklin.
 - i. Detail of retaining wall with railing on West Franklin
 - j. Crosswalks
 - k. Brick pavers between the curb and sidewalk in a cross-bond pattern perpendicular to the curb.
 - l. On the Existing Conditions and the Landscape Protection Plan, show tree canopies to scale and show the 28" trees on adjacent property to the east that will require protective fencing at the construction limits.

Streetscape

1. We recommend refinement of the grading plan to eliminate the single riser in the sidewalk in the southeastern portion of the site.

2. We recommend that all Streetscape and lighting improvements be consistent with recommendations presented in the revisions to the Streetscape Master Plan and Downtown Lighting Plan.
3. We recommend that existing water meters being relocated between the curb and building on Franklin Street be shown in the amenity strip and not in the sidewalk
4. We recommend that the plans for Streetscape improvements on Rosemary Street include at least one bench near the entrance to the courtyard.
5. We recommend providing benches for seating along the Church Street sidewalk.
6. We are concerned that the width (less than 5 feet) of the public sidewalk proposed on Church Street does not correspond with recommendations made by the Streetscape Master Plan Review Committee (recommended no less than 8 feet for sidewalks).

Utilities

7. We recommend that all lighting and electrical service improvements be reviewed and approved by NCDOT and Duke Energy.
8. We further recommend that the proposed 3000-gallon grease trap be located outside of public open space or right-of-way.
9. We recommend that the plans and elevations clearly indicate existing transformers, poles, and overhead wires where they are to remain on Church Street and that new pole and overhead wire locations along Rosemary Street be specified for facilities to be relocated.
10. We recommend that mast arm traffic signal poles be shown at the intersection of Church and Rosemary Streets, if such improvements are consistent with revisions to the Downtown Streetscape Master Plan being prepared by Mikyoung Kim Design.

Malls and Areas adjacent to Streetscape

11. We recommend that the plaza and adjacent Streetscape designs including grading and planting plans be consistent with the final proposal from Mikyoung Kim Design for public art in the plaza areas.
12. We recommend that the boundaries between Town and private property be easily identifiable on the site with a physical demarcation, either with a change in pavement or a structural boundary such as a wall or building face. The location of the right-of-way line will be pivotal if outdoor dining is proposed along Franklin Street.

Please let me know if you need any additional information.

EXECUTIVE SUMMARY


Engineering Consulting Services, Ltd has completed a subsurface investigation and geotechnical engineering analysis for the proposed development of parking lot #2 (located on the northwestern portion of the block bounded on the west by North Columbia Street, on the south by Franklin Street, and on the north by Rosemary Streets) and parking lot #5 (located on the western portion of the block bounded on the west by Church Street, on the south by Franklin Street, and on the north by Rosemary Streets) in Chapel Hill, North Carolina. This summary should not be considered apart from the entire text of the report with all the qualifications and conditions mentioned herein.

We understand that the proposed construction at parking lot #2 will consist of a transit transfer center that will daylight at the northeastern corner of the site. Above the transit transfer center three residential buildings ranging from four to six stories with retail stores at ground level will surround a public plaza. While the development at parking lot #5 will consist of three levels of below grade parking with two residential buildings ranging from four to six stories with retail stores at ground level will surround a courtyard.

Both of the sites are currently paved with asphalt concrete. Parking lot #2 steps down from west to east with about 10 feet of elevation change, while parking lot #5 slopes down from the center to the northeast with about 6 feet of elevation change.

We anticipate that the buildings will be steel or concrete framed with maximum column loads on the order of 900 kips at parking lot #2 and 1200 kips at parking lot #5.

Parking lot #2 was explored by drilling seven soil borings and sampling the soil to depths ranging from approximately 10 to 47.1 feet below existing site grades. Fills up to about 4 feet deep were encountered in portions of this site. The soil encountered was primarily clayey sand with standard penetration test N-values of 10 to 15 blows per foot (bpf) to a depth of about 25 feet below which the N-values increased to 25 to 75 bpf. Partially weathered rock was encountered at about 42.5 feet with auger refusal, interpreted as intact bedrock, encountered at 47.1 feet. Static groundwater levels in some of the borings were noted at 7.3 to 15.2 feet below the ground surface.



Parking lot #5 was explored by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet below existing site grades. In areas of this site two layers of pavement were encountered with a few inches of fill between. The soil encountered was typically a sandy silt to silty sand with standard penetration test N-values of ranging from 15 to 20 bpf. Auger refusal, interpreted as intact bedrock, was encountered in all of the borings at this site. The depth to rock decreases from the southwest portion of the site toward the north and east. Groundwater seepage was not encountered in the borings.

The subsurface conditions encountered in the borings indicate that the proposed structures at parking lot #2 can be supported on spread footings bearing on the firm native



⊕ Boring Locations



Engineering
Consulting
Services, LTD.

Boring Location Map
Parking Lot #5
West of Church Street, Between Franklin
& Rosemary Streets

Figure No.
3

Subsurface Exploration and Geotechnical
Engineering Analysis
Chapel Hill, North Carolina

ECS Project #
12493-A

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-1	SHEET 1 OF 1	ECS LTD	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER				
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					-○- CALIBRATED PENETROMETER TONS/FT. B 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— ● ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+	
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)		
DESCRIPTION OF MATERIAL						
ENGLISH UNITS						
SURFACE ELEVATION						
0					WATER LEVELS ELEVATION (FT)	
1	1	SS	18	18		ASPHALT DEPTH 3" ABC STONE DEPTH 5" RESIDUAL: Orangish Tan, Silty Fine to Medium SAND, With Black Inclusions, Moist, Dense to Very Dense, (SM)
2	2	SS	18	18		
3	3	SS	6	6		
4	4	SS	2	2		
5	5	SS	0	0		PARTIALLY WEATHERED ROCK— Tannish Orange, Silty Fine to Medium SAND, Moist, (PWR)
6						
7						
8						
9						AUGER REFUSAL @ 14.1'
10						
11						
12						
13					AUGER REFUSAL @ 14.1'	
14						
15						
16						
17					AUGER REFUSAL @ 14.1'	
18						
19						
20						
21					AUGER REFUSAL @ 14.1'	
22						
23						
24						
25					AUGER REFUSAL @ 14.1'	
26						
27						
28						
29					AUGER REFUSAL @ 14.1'	
30						
31						
32						

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

∇ WL DRY ∇ WL (AB) ∇ WL	WS OR (D) ∇ WL (AC)	BORING STARTED 10-17-04 BORING COMPLETED 10-17-04 RIG CME 75 FOREMAN B&C	GAVE IN DEPTH @ DRILLING METHOD HSA
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CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-1-A	SHEET 1 OF 1			
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER					
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					<div style="text-align: center;"> <input type="radio"/> CALIBRATED PENETROMETER TONS/FT </div> <div style="text-align: center;"> 1 2 3 4 5+ </div> <div style="display: flex; justify-content: space-around;"> <div>PLASTIC LIMIT % X</div> <div>WATER CONTENT % ●</div> <div>LIQUID LIMIT % Δ</div> </div> <div style="text-align: center;"> ROCK QUALITY DESIGNATION & RECOVERY RQD% --- REC.% --- 20% 40% 60% 80% 100% </div> <div style="text-align: center;"> <input checked="" type="radio"/> STANDARD PENETRATION BLOWS/FT. </div> <div style="text-align: center;"> 10 20 30 40 50+ </div>		
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)		DESCRIPTION OF MATERIAL	WATER LEVELS
					ENGLISH UNITS SURFACE ELEVATION		
0					TOPSOIL DEPTH 10" AUGER PROBE: Auger Probe to 13.7' (AP)		
5							
10							
15					AUGER REFUSAL @ 13.7' NOTE: OFFSET BORING 36' FROM B-1 TOWARDS B-4.		
20							
25							
30							
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL							
↓ WL DRY WS OR <input checked="" type="radio"/>		BORING STARTED 10-17-04					
↓ WL (AB) ↓ WL (AC)		BORING COMPLETED 10-17-04		CAVE IN DEPTH @			
↓ WL		RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA			

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-2	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	<div style="text-align: center;"> CALIBRATED PENETROMETER <small>TONS/FT²</small> 1 2 3 4 5+ </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>PLASTIC LIMIT % X</div> <div>WATER CONTENT % ●</div> <div>LIQUID LIMIT % Δ</div> </div> <div style="text-align: center; font-size: x-small;"> ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% </div> <div style="text-align: center; font-size: x-small;"> STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+ </div>
ENGLISH UNITS								
SURFACE ELEVATION								
0					ASPHALT DEPTH 3"			
	1	SS	18	18	ABC STONE DEPTH 7"			
5	2	SS	18	18	RESIDUAL: Tannish Orange, Silty Fine to Medium SAND, With Rock Fragments, Trace Clay, Moist, Medium Dense to Dense, (SM)			
	3	SS	18	18	Tannish Orange, Silty Fine to Medium SAND, With Rock Fragments, Trace Clay, Moist, Medium Dense, (SM)			
10	4	SS	18	18				
15	5	SS	18	18	Tannish Orange, Silty Fine to Coarse SAND, With Rock Fragments, Moist, Dense, (SM)			
20	6	SS	4	4	PARTIALLY WEATHERED ROCK—Tannish Brown, Silty Fine to Coarse SAND, With Rock Fragments, Moist, (PWR)			
25	7	SS	2	2				
30					AUGER REFUSAL @ 26.7'			

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL DRY	WS OR (D)	BORING STARTED	10-17-04
▽ WL (AB)	▽ WL (AC)	BORING COMPLETED	10-17-04
▽ WL		RIG CME 75 FOREMAN B&C	DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-3	SHEET 1 OF 1	
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER			

SITE LOCATION CHAPEL HILL, NORTH CAROLINA					
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
					ENGLISH UNITS SURFACE ELEVATION
0					ASPHALT DEPTH 5"
	1	SS	18	18	ABC STONE DEPTH 7"
	2	SS	18	18	FILL: Grayish Orange, Tan, Fine Sandy CLAY, With Roots, Moist, Medium Stiff, (FILL)
5					RESIDUAL: Grayish Orange, Silty CLAY, With Fine Sand, Trace Mica, Moist, Stiff, (CH)
	3	SS	18	18	
	4	SS	18	18	Tannish Orange, Fine Sandy SILT, With Clay, Moist, Stiff to Hard, (ML)
10					
	5	SS	18	18	Tannish Brown, Slightly Clayey Fine to Coarse SAND, With Rock Fragments, Moist, Very Dense, (SC)
15					
	6	SS	5	5	PARTIALLY WEATHERED ROCK-Tannish Brown, Silty Fine to Medium SAND, With Rock Fragments, Moist, (PWR)
20					
					AUGER REFUSAL @ 22.9'
25					
30					

ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100%	
STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+	

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
∇ WL DRY ∇ WL (AB) ∇ WL	WS OR	BORING STARTED 10-17-04 BORING COMPLETED 10-17-04 RIG CME 75 FOREMAN B&C	GAVE IN DEPTH @ DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-4	SHEET 1 OF 1			
PROJECT NAME PARKING LOT #5		ARCHITECT-ENGINEER					
SITE LOCATION CHAPEL HILL, NORTH CAROLINA							
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS ELEVATION (FT)	<div style="text-align: center;"> CALIBRATED PENETROMETER TONS/FT.² 1 2 3 4 5+ </div> <div style="text-align: center;"> PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ </div> <div style="text-align: center;"> ROCK QUALITY DESIGNATION & RECOVERY RQD% ——— REC.% 20% — 40% — 60% — 80% — 100% </div> <div style="text-align: center;"> STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+ </div>
<div style="display: flex; justify-content: space-between;"> <div> <p>ENGLISH UNITS</p> <p>SURFACE ELEVATION</p> </div> <div> <p>ASPHALT DEPTH 2"</p> <p>ABC STONE DEPTH 6"</p> <p>FILL: Reddish Tan, Fine to Medium Sandy SILT, With Clay, Trace Rock Fragments and Roots, Moist, Stiff, (FILL)</p> <p>FILL: Tannish Orange, Silty Fine to Medium SAND, With Clay, Trace Black Inclusions, Moist, Stiff, (FILL)</p> <p>RESIDUAL: Tannish Orange, Fine Sandy SILT, With Clay, Moist, Very Stiff, (MH)</p> <p>Tannish Orange, Clayey Fine to Medium SAND, With Rock Fragments, Trace Black Inclusions, Moist, Medium Dense to Very Dense, (SC)</p> <p>PARTIALLY WEATHERED ROCK-- Tannish Orange, Clayey Fine to Medium SAND, With Rock Fragments, Moist, (PWR)</p> <p>AUGER REFUSAL @ 19.1'</p> </div> </div>							
<p>THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL</p>							
▽ WL DRY		WS OR (W)	BORING STARTED		10-17-04		
▽ WL (AB)		▽ WL (AC)	BORING COMPLETED		10-17-04		
▽ WL			RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA		
<p>CAGE IN DEPTH @ 14.1' @ 2 hrs.</p>							

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5	SHEET 1 OF 1	ECS LTD
PROJECT NAME PARKING LOT#5		ARCHITECT--ENGINEER			
SITE LOCATION CHAPEL HILL, NORTH CAROLINA					
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	
DESCRIPTION OF MATERIAL					
ENGLISH UNITS SURFACE ELEVATION					
0	1	SS	7	7	
6	2	SS	0	0	
TOPSOIL DEPTH 10" PARTIALLY WEATHERED ROCK-- Tannish Brown, Silty Fine to Coarse SAND, With Rock Fragments, Molst, (PWR)					
AUGER REFUSAL @ 6.0'					
10					
15					
20					
25					
30					
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL					
↓ WL DRY WS OR		BORING STARTED 10-17-04			
↓ WL(AB) ↓ WL(AC)		BORING COMPLETED 10-17-04		CAVE IN DEPTH ●	
↓ WL		RIG CME 75 FOREMAN B&C		DRILLING METHOD HSA	

CLIENT		JOB #	BORING #	SHEET			
STAINBACK PUBLIC/PRIVATE REAL ESTATE		T-12493A	B-5-A	1 OF 1			
PROJECT NAME		ARCHITECT-ENGINEER					
PARKING LOT#5							
SITE LOCATION							
CHAPEL HILL, NORTH CAROLINA							
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS ELEVATION (FT)	TEST
0					ASPHALT DEPTH 3"		
					ABC STONE DEPTH 4"		
					AUGER PROBE: Auger Probe to 4.9' (AP)		
5					AUGER REFUSAL @ 4.9'		
					NOTE: OFFSET 15' FROM B-5 TOWARD B-2.		
10							
15							
20							
25							
30							

CALIBRATED PENETROMETER
TONS/FT.²

1 2 3 4 5+






PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %
X ————— Δ

ROCK QUALITY DESIGNATION & RECOVERY
RQD% ——— REC.% ———
20%—40%—60%—80%—100%

⊗ STANDARD PENETRATION
BLOWS/FT.
10 20 30 40 50+

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL.

▽WL DRY	WS OR (D)	BORING STARTED	10-17-04
▽WL(AB)	▽WL(AC)	BORING COMPLETED	10-17-04
▽WL	RIG CME 75 FOREMAN B&C	CAVE IN DEPTH ⊙	DRILLING METHOD HSA

CLIENT STAINBACK PUBLIC/PRIVATE REAL ESTATE		JOB # T-12493A	BORING # B-5-B	SHEET 1 OF 1			
PROJECT NAME PARKING LOT#5		ARCHITECT-ENGINEER					
SITE LOCATION CHAPEL HILL, NORTH CAROLINA				<div style="text-align: center;">  </div> <div style="display: flex; justify-content: space-around;"> <div> PLASTIC LIMIT % X </div> <div> WATER CONTENT %  </div> <div> LIQUID LIMIT % Δ </div> </div> <div style="text-align: center;"> ROCK QUALITY DESIGNATION & RECOVERY RQD% — — REC.% — — 20% — 40% — 60% — 80% — 100% </div> <div style="text-align: center;">  STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+ </div>			
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DISTANCE (IN)			RECOVERY (IN)	DESCRIPTION OF MATERIAL
					ENGLISH UNITS SURFACE ELEVATION		
0					ASPHALT DEPTH 3" ABC STONE DEPTH 7" AUGER PROBE: Auger Probe to 3.8' (AP)		
5					AUGER REFUSAL @ 3.8' NOTE: OFFSET 21' SOUTH FROM B-5.		
10							
15							
20							
25							
30							
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL							
∇ WL DRY WS OR 		BORING STARTED 10-17-04					
∇ WL(AD) ∇ WL(AC)		BORING COMPLETED 10-17-04		CAVE IN DEPTH @			
∇ WL		REQ CME 75 FOREMAN B&C		DRILLING METHOD HSA			

[illegible]

beyond any applicable notice or cure period, the Lease Amendment, amendment to the Land Condominium Declaration and such other documents that are being held in escrow by Developer's title insurance company and necessary to complete the subdivision of the Parking Garage Unit and amendment to the Lease shall be delivered to the Developer within thirty (30) days of the Parking Garage Completion Date or otherwise in accordance with a tri-party agreement among the Developer, the Town and the Developer's Lender that is approved by the Town (the "Tri-Party Agreement").

3.4 Obligation to Complete.

(a) Developer Owned Improvements. The Construction Contract(s) shall provide for a payment and performance bond assuring completion of the Project (but excluding the improvements covered by the bond required by Section 3.4(b)) in accordance with the Construction Documents (subject to industry standard exceptions) with the Town, the Developer and Developer's Lender being named beneficiaries thereof as their interests may appear. In the event of a default by the general contractor under the Construction Contract the Town shall coordinate with the Developer any action against the general contractor or the bonding company.

(b) Town Owned Improvements. In order to provide additional collateral security to the Town, the Construction Contract shall provide for a separate payment and performance bond assuring completion of the Parking Garage and the Public Space in accordance with the Construction Documents (subject to industry standard exceptions) with the Town being named as the primary beneficiary thereof. Such payment and performance bond shall, in all respects, be reasonably satisfactory to the Town. The Town shall be entitled to maintain a direct action against the bonding company (and all other parties that may be necessary parties to such an action).

(c) Guaranty. As further security for Developer's completion of the Project, Keith L. Cummings individually, shall provide to the Town the Guaranty in the form attached hereto as Exhibit E. Such Guaranty shall terminate and be cancelled and returned to Keith L. Cummings in the event that Developer elects to terminate this Agreement (i) pursuant to Article XII hereof or (ii) by reason of a Default by the Town as set forth in Section 13.1 (b) beyond any applicable cure period.

3.5 Town's Obligation to Remediate. In the event that any Hazardous Substance is found on Lot 5, the Town shall be responsible for adopting a remediation plan reasonably acceptable to Developer and the Town's environmental engineer to remediate such Hazardous Substances in accordance with Environmental Laws. The parties agree that any remediation required will be undertaken by the Developer on behalf of the Town and the Town will reimburse the Developer for the actual cost thereof or, at Developer's option, the Town will pay such cost on a direct basis, it being agreed that the Developer has no obligation to fund on an advanced basis the Town's Remediation Cost. For purposes hereof the actual cost of the remediation shall be the incremental increase in construction costs directly relating to any required remediation (the "Town's Remediation Cost.") For example, in the event that the soil on Lot 5 is contaminated by a Hazardous Substance and must be removed, the cost of any excavation to remove the same shall not be treated as a remediation cost allocable to the Town if such excavation was otherwise required in connection with the construction of the Project.

However, if the soil excavated and removed must be treated under the remediation plan, then the cost of such treatment (but not the excavation) shall be borne by the Town. The Developer shall submit to the Town on a monthly basis the cost associated with any required remediation and the Town shall reimburse the Developer therefore, or pay such costs on a direct basis, within thirty (30) days of the receipt of an invoice.

ARTICLE IV

Representations and Warranties

4.1 Developer's Representations, Warranties and Covenants. The Developer represents and warrants to the Town that:

(a) It is a limited liability company, duly created and validly existing pursuant to the law of the jurisdiction of its organization and is duly qualified to do business in North Carolina and all other jurisdictions where the nature of its business or ownership of property makes such qualification necessary and where failure to so qualify would have a material adverse effect on its business or properties, and has all requisite corporate power and authority to execute and deliver this Agreement;

(b) The person signing this Agreement on behalf of the Developer has been duly authorized to sign and deliver this Agreement on behalf of the Developer;

(c) This Agreement and each of the Transaction Documents to which the Developer is a party have been duly authorized, executed and delivered by the Developer and constitute the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the Developer and rights of creditors generally and by general principles of equity;

(d) It is not in default beyond any applicable notice or cure period of any obligation of Developer;

(e) At completion of the Project all labor and services performed and materials furnished to the Project at the Developer's direction will be paid for in full;

(f) The entry into this Agreement, the execution and delivery of all of the Transaction Documents and other instruments and documents required to be executed and delivered under the terms hereof, and the performance of all acts necessary and appropriate for the full consummation of the transaction contemplated hereunder are consistent with, and not in violation of, and to the best of its knowledge will not create any adverse condition under, any contract, agreement, or instrument to which Developer is a party, or any judicial order or judgment of any nature under which Developer is bound;

(g) Developer is not a "foreign person" and none of the owners of Developer are foreign persons such that in certain transactions the Town would be required to comply with withholding tax provisions of Section 1445 of the Internal Revenue Code of 1986 as amended. Attached hereto as Exhibit F is a list of all persons having an ownership interest in the Developer as of the Effective Date. To the extent that any such ownership interest is held by a corporation,

**PHASE II ENVIRONMENTAL SITE ASSESSMENT
AND
LIMITED SOIL DELINEATION
PARKING LOT #5
WEST FRANKLIN STREET AND CHURCH STREET
CHAPEL HILL, ORANGE COUNTY, NORTH CAROLINA**

FOR

**Town of Chapel Hill, Public Works Department
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514**

ECS PROJECT NO. 06.14973

April 2, 2007



ECS CAROLINAS, LLP

Geotechnical • Construction Materials • Environmental

Mr. Bill Letteri
Town of Chapel Hill, Public Works Department
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514

April 2, 2007

RE: Phase II ESA and Limited Soil Delineation Report
Parking Lot #5
Intersection of West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina
ECS Project Number 06.14973

Dear Mr. Letteri,

ECS Carolinas, LLP (ECS) has performed a Phase II Environmental Site Assessment (ESA) and Limited Soil Delineation, in general accordance with ECS Proposal Number 06.10683 - Revised, dated March 12, 2007 and Town of Chapel Hill Purchase Order Number 00012918, dated March 16, 2007, for the above-referenced project. The results of our Phase II ESA and Limited Soil Delineation are summarized in the attached report.

We sincerely appreciate the opportunity to be of service to the Town of Chapel Hill. We also provide a full compliment of environmental and engineering services including: soil and groundwater assessment; wetland delineation, mitigation, and permitting; stream restoration design and implementation; asbestos, lead, and mold surveys; subsurface and geotechnical investigation; construction materials testing and inspection; and project engineering and management. Additional information regarding ECS services can be viewed at our webpage located at www.ecslimited.com. We welcome an opportunity to offer these additional services to you.

If you have any questions regarding the information contained in this report or if you require additional services, do not hesitate to contact us at (919)-861-9910 or at smiller@ecslimited.com.

Respectfully submitted,
ECS Carolinas, LLP

A handwritten signature in black ink that reads 'Sandra K Miller'.

Sandra K. Miller
Project Scientist

A handwritten signature in black ink that reads 'Santiago R. Vilá'.

Santiago R. Vilá, L.G.
Senior Project Geologist

Reviewed by Mark Brown, LG, PG, RSM, Principal Geologist
Environmental Services Department Manager

Attachment: Phase II ESA and Limited Soil Delineation Report

I:_PROJECTS\T14000-T14999\14973\Ph II, Soil Delin CH PL #5.doc

9001 Glenwood Avenue, Raleigh, North Carolina 27617-7505 • (919) 861-9910 • FAX (919) 861-9911 • 1-800-327-5832 • www.ecslimited.com

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*Testing Services Only

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- E Laboratory Analytical Results and Chain of Custody

1.0 TITLE PAGE

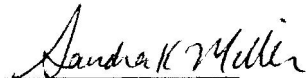
Site Name/Location: Parking Lot #5, Chapel Hill
West Franklin Street and Church Street
Chapel Hill, Orange County, North Carolina 27514

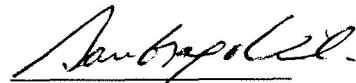
Date of Report: April 2, 2007

Client: Town of Chapel Hill, Public Works Department
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514

Property Owner: Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, North Carolina 27514

Consultant: ECS Carolinas, LLP (ECS)
9001 Glenwood Avenue
Raleigh, North Carolina 27617
(919) 861-9910


Sandra K. Miller
Environmental Scientist


Santiago R. Vilá, LG
Senior Project Geologist

2.0 INTRODUCTION

ECS Carolinas, LLP (ECS) has prepared a *Phase II Environmental Site Assessment (ESA) and Limited Soil Delineation Report* for the property referred to as the Town of Chapel Hill's Parking Lot #5 in Chapel Hill, Orange County, North Carolina. The subject property is comprised of seven parcels described in Deed Book 499, Page 93 and Deed Book 499, Page 97 in the Orange County Register of Deeds. This assessment was performed by ECS in general accordance with ECS Proposal Number 06.10683 – Revised, dated March 12, 2007 and Town of Chapel Hill Purchase Order Number 00012918, dated March 16, 2007. Figures 1 and 2 in Appendix A present an Area Map and a Vicinity Map, respectively.

3.0 LIMITATIONS

This report is an instrument of service of ECS. The report was prepared for and is intended for the exclusive use of the Town of Chapel Hill. The report's contents may not be relied upon by any party other than such partners without the express written permission of ECS.

The report's findings are based on conditions that existed on the dates of ECS's site visits and should not be relied upon to precisely represent conditions at any other time. ECS did not assess areas other than those discussed in the report.

The conclusions included in this report are based on: ECS's observation of existing site conditions; our interpretation of site history and site usage information; and the results of a limited program of subsurface assessment, sample screening, and chemical testing. The concentration of contaminants ECS measured may not be representative of conditions between locations sampled. Be aware that conditions may change at any sampled or unsampled location as a function of time in response to natural conditions, chemical reactions, and/or other events.

Conclusions about site conditions under no circumstances comprise a warranty that conditions in all areas within the site and beneath structures are of the same quality as those sampled. Recognize, too, that contamination might exist in forms not indicated by the assessment ECS conducted.

The Scope of Services ECS implemented was based, in part, on rules and regulations that ECS understood to be current or expected at the time ECS developed its proposal. Changes in regulations, interpretations, and/or enforcement policies may occur at any time and such changes could affect the extent of remediation required.

Any additional information about this site that becomes available should be provided to ECS for its review, so ECS can modify its recommendations as necessary.

4.0 SITE HISTORY

According to provided information, Parking Lot #5 contains approximately 1.7 acres and is bounded on the north by Rosemary Street, on the west by Church Street, and on the south by Franklin Street in Chapel Hill, Orange County, North Carolina.

As reported in a *Phase I Environmental Site Assessment* (ECS Project Number 06.12494) prepared on August 18, 2004, the site is mostly paved with asphalt and concrete, and also includes several landscaped islands. An unused parking attendant's booth is the only structure on the site. Numerous underground utilities cross the site. The lot slopes from the eastern-central portion of the site slightly toward Franklin

and also slightly toward Rosemary Street. Prior to construction of the parking lot in the mid-1980's, the subject property was used for residential purposes. Information was not available regarding the heating systems used at former residences, which was reported in the Phase I ESA as an on-site recognized environmental condition (REC). Additionally, Top of the Hill, Inc., located at 100 East Franklin Street and approximately 700 feet up-gradient from the subject property, was reported to have had a release from their underground storage tank (UST) systems (which were removed on July 20, 1992). In the report, ECS identified this incident as an off-site REC.

As presented in the *Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina* (ECS Project Number 06.12493-A) dated October 27, 2004, Parking Lot #5 was explored by drilling five borings and four auger probes to depths ranging from approximately 3.1 to 26.7 feet below existing site grades. Preliminary indications of potentially contaminated soil were reported during performance of the subsurface exploration phase of this project.

5.0 SITE GEOLOGY AND HYDROGEOLOGY

As depicted on the USGS Topographical Map Chapel Hill, North Carolina, the property is situated approximately at 500 feet above sea level. The topographic gradient appears to trend to the north and groundwater would be expected to flow in this direction.

The subject property is located within the Piedmont Physiographic Region (Piedmont). The Piedmont is characterized by gently rolling topography, deeply weathered bedrock, and a relative paucity of solid outcrop. Rocks are strongly weathered in the Piedmont's humid climate and bedrock is generally buried under a thick (2-20 m) blanket of saprolite. Outcrops are commonly restricted to stream valleys where saprolite has been removed by erosion. The topography becomes somewhat more rugged with proximity to the Blue Ridge, where local monadnocks of more resistant rock occur.

A variety of igneous and metamorphic rocks make up the bedrock of the Piedmont region. Most of these rocks range in age from Proterozoic to Paleozoic and form the internal core of the ancient Appalachian Mountain belt. Triassic sedimentary rocks, diabase dikes, and basalt flows are present in a number of grabens and half-grabens that formed during the early stages of rifting associated with the opening of the Atlantic Ocean. Rivers and streams carrying sand, silt, and mud flowed into these lowland rift basins burying swamps and marshes, later producing small coal measures.

The soils encountered in this area are the residual product of in-place chemical weathering of rock presently underlying the site. In general, shallow unconfined groundwater movement within the overlying soils is controlled largely by topographic gradients. However, as the groundwater percolates downward to the bedrock, it becomes controlled by the orientation of the rock fracture systems. Thus, the direction of ground-water movement may not be consistent with the reflecting topography. Recharge occurs primarily by infiltration along higher elevations and typically discharges into streams or other surface water bodies. The elevation of the shallow water table is transient and can vary greatly with seasonal fluctuations in precipitation. Movement in this water table is generally from higher to lower elevations.

6.0 SCOPE OF WORK

6.1 Preliminary Activities

A Health and Safety Plan (HASP) is required by federal law before beginning exploratory work on an environmental site. ECS prepared a HASP for this project on March 16, 2007. The HASP did not cover others for which ECS was not responsible and is available for review upon request.

On March 14, 2007, ECS personnel contacted the public utility locator service, North Carolina One-Call Center (NC One-Call), to request that utilities be marked prior to performing exploratory work. NC One-Call then contacted the utility companies which might have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable and the individual companies mark their utilities using spray paint but only to the meter.

6.2 Geophysical Survey

A subsurface geophysical survey was completed on March 17, 2007 by Geo Solutions Limited, Inc. (Geo Solutions), an ECS subcontractor, and included an initial visual reconnaissance of the property, followed by electromagnetic (EM) surveys and limited ground-penetrating radar (GPR). A brief summary of the survey is presented below and a copy of Geo Solutions' report is attached in Appendix B.

6.2.1 Site Reconnaissance

Geo Solutions and ECS personnel conducted a visual reconnaissance around the referenced parking lot and observed the presence of two metal pay-booths in the center and southeast corners of the lot, one guard/pay-booth at the exit located in the northeast corner of the lot, a large electrical transformer at the west edge of the lot, and metal boxes containing signal controls for a Franklin Street intersection. Additional smaller metal signposts and wire-reinforced sidewalks and brick walls were observed. The asphalt surface appears to have been cut and repaired several times.

6.2.2 Geophysical Investigation

Geo Solutions completed a two-phase geophysical survey of the site:

1. An Electromagnetic Survey (EM) was conducted over the site surrounding the brick building and the concrete block annex. The EM survey was completed as a series of parallel profile lines located approximately five feet apart. The readout from the EM unit was monitored for the presence of any large in-phase anomalies.
2. A series ground-penetrating radar (GPR) profiles were completed along selected lines of the site surveyed by EM using a 400 MHz GPR antenna with a GSSI Model SIR 3000 CPU. The purpose of the GPR investigation was to estimate the position of former underground storage tanks (USTs), if any, and other unknown utilities.

6.2.3 Survey Results

Multifrequency Electromagnetic Survey

The results of the EM survey completed at the facility indicated that two EM anomalies were present. The locations of these anomalies are presented in Figures 2 and 3 of the Geo Solutions Report.

Ground-Penetrating Radar Survey

The GPR survey was completed within the EM survey area and the areas of these anomalies. The two anomalies were further evaluated using a 200 MHz GPR antenna with a GSSI Model SIR 3000 CPU. The GPR results suggest the following:

1. The presence of an unknown feature that was suggested to be a potential metal vault approximately 8 feet by 10 feet in area. The origin of this object is not known, but based on typical UST signatures, it does not appear to be a UST. The location of this feature is denoted as Position A in Figures 2 and 3 in the Geo Solutions Report.
2. The presence of a second unknown feature that was suggested to potentially be a buried concrete slab

with metal reinforcement. The origin of this object is not known but based on typical UST signatures, it does not appear to be a UST. The location of this feature is denoted as Position B in Figures 2 and 3 in the Geo Solutions Report.

6.3 Soil Assessment

On March 18 and 20, 2007, ECS personnel and a subcontractor, Regional Probing Services (Regional Probing), advanced thirty soil test borings (borings) (SB-1 through SB-30) in targeted areas on the property. The borings were laid out to cover the site using an approximate grid network estimated to be 50 feet by 50 feet. The borings were advanced using direct-push technology (GeoProbe®) to an approximate depth that varied from eight feet below ground surface (bgs) at SB-18 to 18 feet bgs at SB-8. The sampling equipment was decontaminated after use at each boring location to prevent potential cross-contamination. ECS scientists were on-site to observe and manage the field exploratory operations performed by the independent subcontractor. Appendix A, Figure 3 presents the soil boring locations and Appendix C provides the soil boring logs.

Soil samples were screened in the field for volatile organic compounds (VOCs) with a photo-ionization detector (PID). Calibration of the instrument was performed prior to use on both field days. Screening was conducted continuously from just below the ground surface to the termination of each boring. The soil samples were collected and placed in re-sealable plastic bags. After fifteen minutes, VOC vapor concentrations were measured in the sample bag headspace using a PID. The sample from each boring with the highest field reading was selected for submittal to a State of North Carolina-certified laboratory for analysis. Appendix D, Table 1 presents the summary of field PID readings

The selected soil samples were transferred into laboratory-provided, pre-preserved containers, placed on ice for submittal to SGS Environmental Services, Inc. (SGS), and analyzed for gasoline range organics (GRO) and diesel range organics (DRO) using EPA Methods 5030 and 3550, respectively. One sample in this group (SB-1) was analyzed for volatile organic compounds (VOC) and semi-volatile organic compounds (SVOC) using EPA Methods 8260 and 8270, respectively, as well as for extractable petroleum hydrocarbons (EPH) and volatile organic hydrocarbons (VPH), using Massachusetts (MADEP) Methods. This selection of analyses is collectively referred to as a “risk based analysis.” This analysis is performed to determine if the soil results are above the Residential Maximum Soil Contaminant Concentrations (MSCCs) as determined by the North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section (Section).

GRO and/or DRO were detected at concentrations greater than the Section’s action levels (10 parts per million - ppm for both analyses) in samples SB-1 (1630 ppm GRO/231 ppm DRO), SB-5 (10.6 ppm DRO), SB-6 (254 ppm GRO), SB-7 (13 ppm DRO), SB-10 (82.6 ppm GRO), SB-16 (35.4 ppm DRO), and SB-26 (32.6 ppm DRO). GRO and DRO were not detected in the remaining samples above the laboratory detection limits. Appendix D, Table 2 presents the soil sampling results and Appendix E provides the laboratory analytical results and the chain-of-custody.

Analytical laboratory sample results for the risk-based analysis did not reveal levels of contamination above the Residential MSCCs

To estimate the quantity of potentially-impacted soils, ECS interpolated the data presented in the laboratory reports. The interpolation was made under the assumption that soil conditions were uniform at the site between boring locations. Approximate boundaries between borings where contamination was documented and borings where contamination was not documented is presented in Appendix A, Figure 4.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Based on information obtained during performance of this Phase II ESA and Limited Soil Delineation, ECS provides the following conclusions for the site:

- Impacted soil above the action levels for GRO was detected at the site;
- Impacted soil above the action levels for DRO was detected at the site; and,
- Impacted soil above the Residential MSCCs was not detected at the site.

Based on approximate measurements of the property boundary and sample locations, ECS estimates that approximately 8,600 cubic yards (~13,000 tons assuming 1.5 tons per cubic yard) of petroleum-impacted soil may be present at the site. **This is a preliminary estimate only; the actual quantity of potentially-impacted soils may vary based on conditions observed during soil excavation.**

ECS recommends that contaminated soils encountered and disturbed during the redevelopment of the site be transported off site for proper disposal under the oversight of an experienced environmental professional

8.0 REFERENCES

American Society for Testing and Materials, Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process, ASTM Designation: E 1903-97 (Reapproved 2002).

Microsoft MapPoint, North America, 2004, 190 West Franklin Street,, Chapel Hill, North Carolina.

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North Carolina Geological Survey, 1985, Geologic Map of North Carolina.

State of North Carolina Department of Environment and Natural Resources Division of Waste Management UST Section, Guidelines for Tank Closure: North Carolina Underground Storage Tank Section, September 2003.

The Geology of the Carolinas, Carolina Geological Society Fiftieth Anniversary Volume, The University of Tennessee Press, 1991.

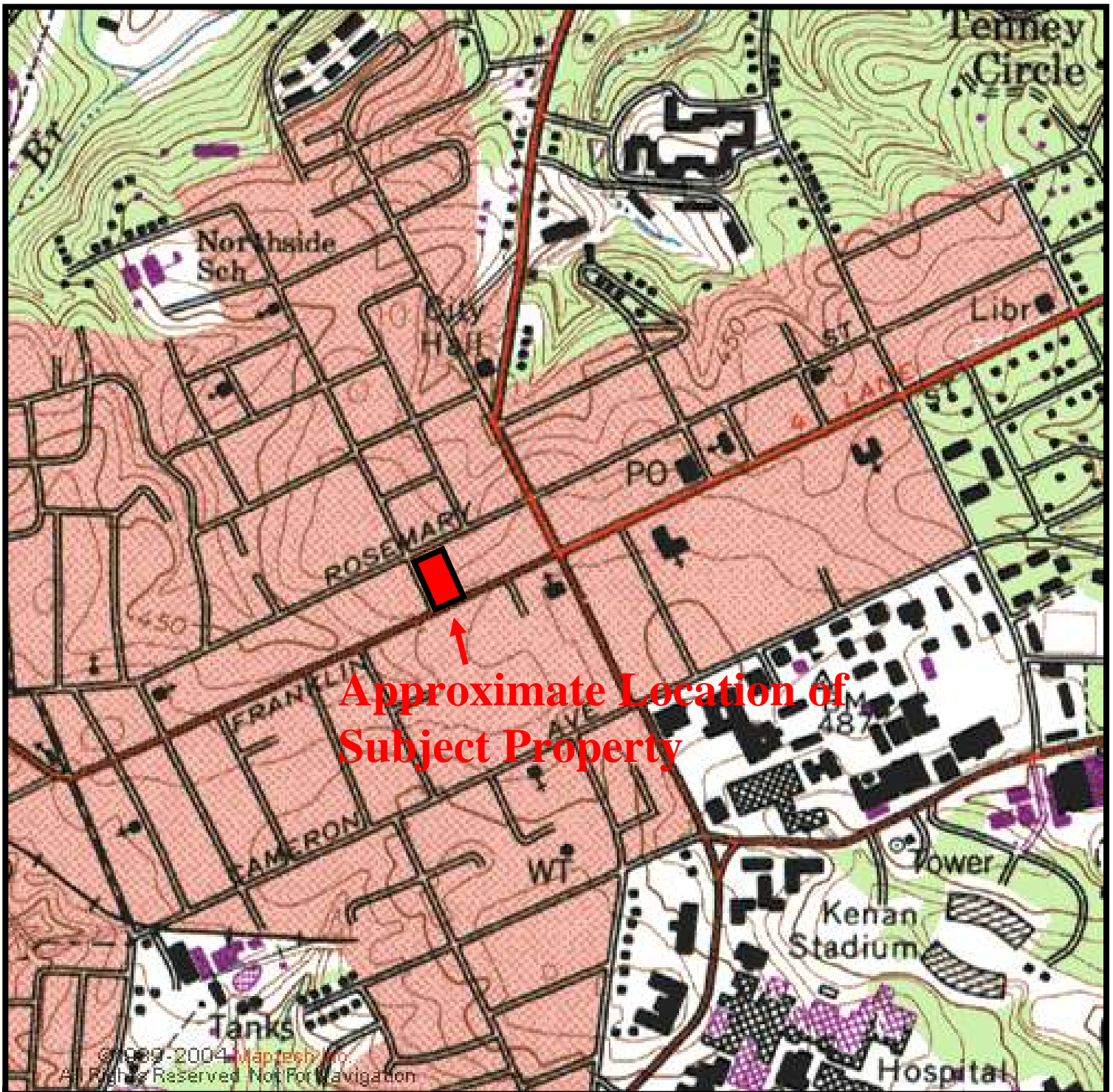
United States Geological Survey, Topographic Map 1993, 7.5 minute series, Chapel Hill Quadrangle, scale 1:24,000, U.S. Geological Survey, Denver, Colorado.


Phase I Environmental Site Assessment (ECS Project Number 06.12494), August 18, 2004.

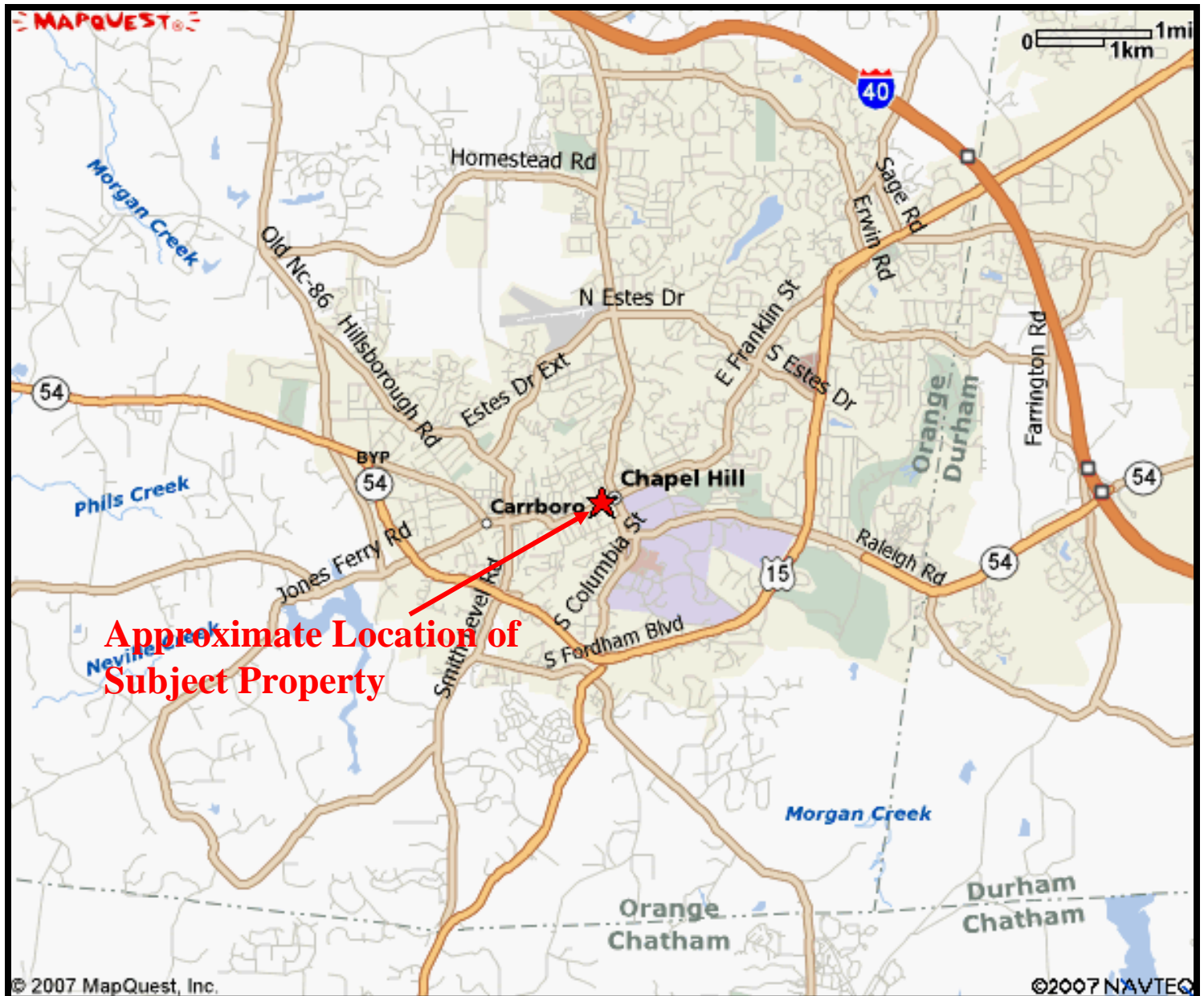
Report of Subsurface Exploration and Geotechnical Analysis for the Proposed Development of Parking Lot #2 and Parking Lot #5 in Chapel Hill, North Carolina (ECS Project Number 06.12493-A), October 27, 2004.

APPENDIX A


FIGURES



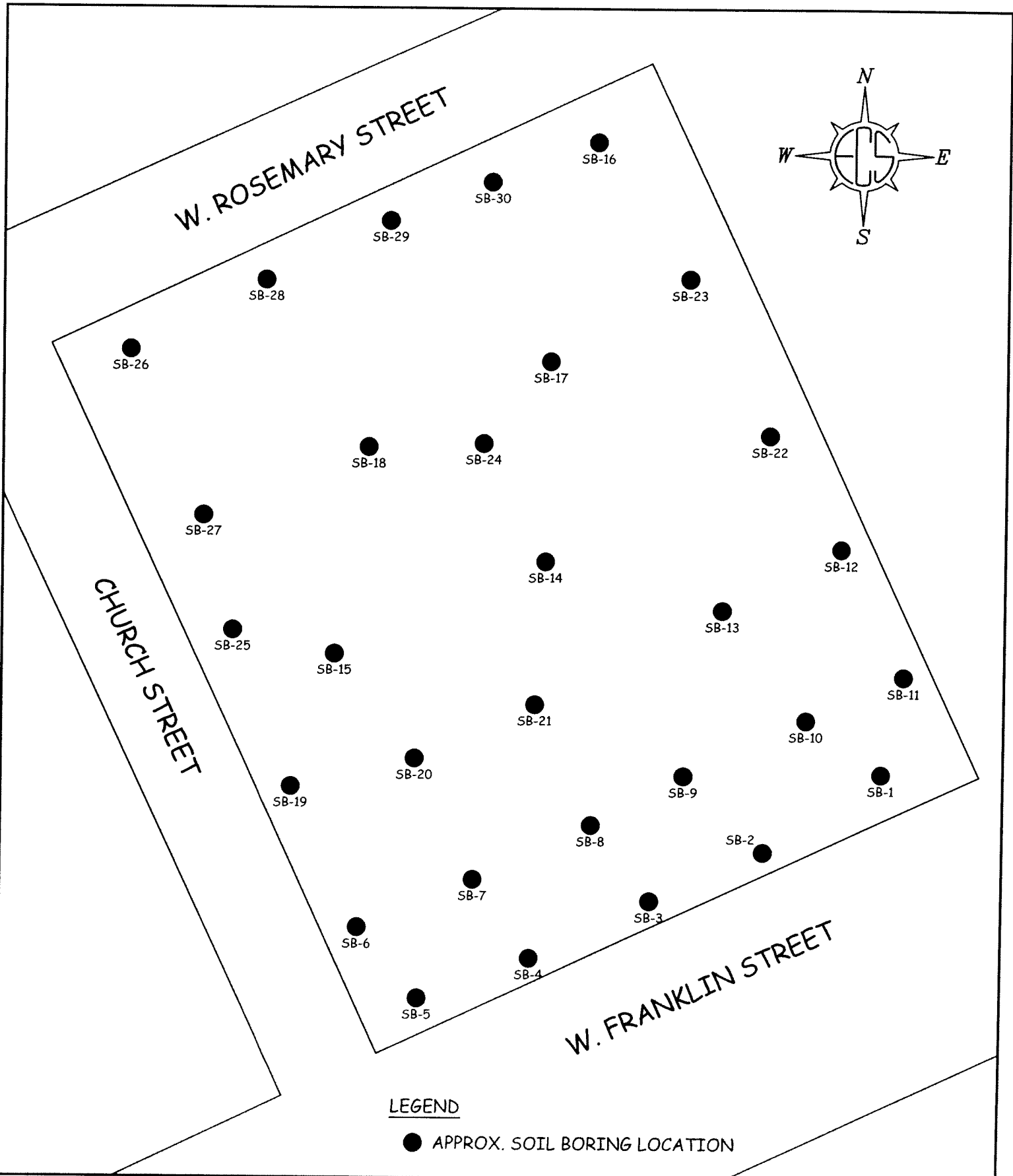
	ECS Carolinas, LLP Not to Scale	Vicinity Map USGS Topographic Map Chapel Hill, NC Quad, 1993	Figure No. 2
		Phase II ESA and Limited Soil Delineation Parking Lot #5 Corner of W. Franklin Street and Church Street Chapel Hill, North Carolina	ECS Project # 06.14973



NOT TO SCALE

	ECS Carolinas, LLP Scale as Noted	Area Map 2007 Mapquest, Inc.	Figure No. 1
		Phase II ESA and Limited Soil Delineation Parking Lot #5 Corner of W. Franklin Street and Church Street Chapel Hill, North Carolina	ECS Project # 06.14973

ECS Carolinas, LLP



**Phase II ESA and
Limited Soil Delineation**

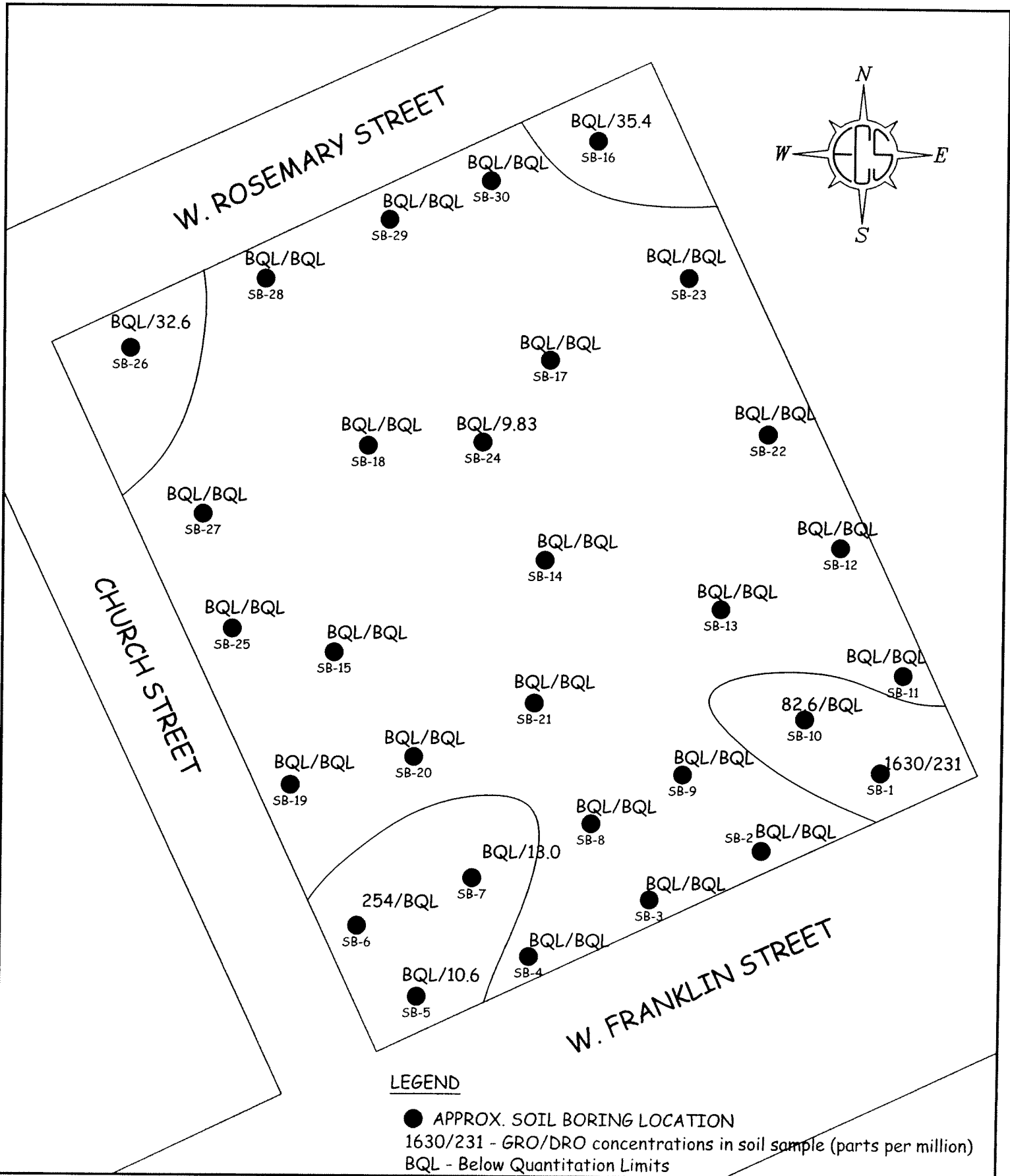
Parking Lot #5



Soil Boring Location Map

Chapel Hill, Orange County, NC

ENGINEER SKM	SCALE 1"=50'
DRAFTSMAN DAH	PROJECT NO. 06.14973
REVISIONS	SHEET Figure 3
	DATE 3-22-07



APPENDIX B

GEOPHYSICAL REPORT



P.O. Box 37698
Raleigh, North Carolina 27627
(919) 233-5858 (Phone)
(919) 233-9454 (Fax)

March 19, 2007

Ms. Sandy Miller
ECS Carolinas, LLP
9001 Glenwood Avenue
Raleigh, NC 27617

Dear Ms. Miller:

Geo Solutions Limited, Inc. (Geo Solutions) is pleased to submit this report to ECS Carolinas, LLP (ECS) for a geophysical survey in support of an environmental assessment at an existing City parking lot located in Chapel Hill, North Carolina (Parking Lot Number 5) Figure 1. Portions of the parking lot along Franklin Street (south side) were thought to have contained two retail gas stations.

Background

The site is presently used as a paid parking area maintained by the City of Chapel Hill, North Carolina. Reportedly, the south side of the parking area contained two gas stations that were demolished. It is suspected that underground storage tanks (USTs) from these two stations may remain at the site. Geo Solutions was asked to evaluate the presence or absence of underground storage tanks (USTs) within the parking area.

Site Investigation

The survey was completed on March 17, 2007 and included an initial inspection of the property by a limited ground-penetrating radar (GPR), and electromagnetic (EM) survey.

Site Inspection

Geo Solutions inspected the area within the parking lot and observed the following:

1. The presence of several large metal objects represented as 2-pay booths in the center and southeast corners of the lot, a large electric transformer at the west edge of the lot, a guard booth at the exit to the parking lot, and metal boxes containing signal controls for a Franklin Street intersection.
2. Additionally, smaller metal objects were present including numerous signposts, reinforced brick walls, and wire-reinforced sidewalks.
3. The asphalt surface has been cut and repaired at several places in the parking area. These cut areas appear to be related to the presence of the payment booths.

Geophysical Investigations

Geo Solutions completed a two-phase geophysical survey of the site:

1. An Electromagnetic Survey (EM) was conducted over the entire site. The EM survey was completed as a series of parallel profile lines approximately 5 feet apart using a GEM-2 Multifrequency Electromagnetic Profiler. Here, the readout from the EM unit was monitored for the presence of any large in-phase anomalies.
2. A series of ground-penetrating radar (GPR) profiles were completed along selected lines of the site surveyed by EM utilizing a 400 and 200 MHz GPR antenna with a GSSI Model SIR 3000 CPU. The purpose of the GPR investigation was to evaluate the estimated position of former USTs, if any, and other unknown utilities.

Multifrequency Electromagnetic Survey:

The results of the EM survey completed at the site indicated that 2 EM anomalies (unknown features A and B) were present. The location of these anomalies is presented in Figures 2 and 3. The 2 anomalies were later evaluated using the ground-penetrating radar.

Ground-Penetrating Radar Survey:

The GPR survey was completed within the EM survey area and the areas suspected to have contained USTs or other unknown underground features. The GPR results confirm the following:

1. An unknown feature located at position A was identified as a potential metal vault approximately 8ft by 10 in area. The origin of this object is not known but it does not appear to be a UST.
2. An unknown feature located at position B was identified as a potential buried concrete slab with metal reinforcement. These types of features may represent former concrete surfaces related to the former gas stations. The origin of this object is not known but it does not appear to be a UST.

Results and Recommendations

The following results and recommendations are presented as a result of the geophysical survey completed by Geo Solutions:

1. The results of this EM and GPR geophysical survey indicate that all but two anomalous geophysical conditions can be attributed to observed surface and subsurface conditions. Two unknown metal bearing structures were identified with the combined EM and GPR data. These unknown structures are: A – a buried metal structure approximately 8-ft by 10-ft in area; and B – a likely concrete object with metal reinforcement.
2. Neither of the unknown features appears to be a UST.

No additional geophysical surveys are recommended for this facility.

Please give us a call should you have any questions concerning the results of this investigation. We appreciate the opportunity to be of service to you.

Very truly yours,

GEO SOLUTIONS LIMITED, INC

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

Ronald A. Crowson,
Geophysicist

FIGURE 1



0 150 FT

SCALE APPROXIMATE (FT)

**GEOPHYSICAL SURVEY
CHAPEL HILL PARKING LOT #5
FORMER GASOLINE SERVICE STATIONS**

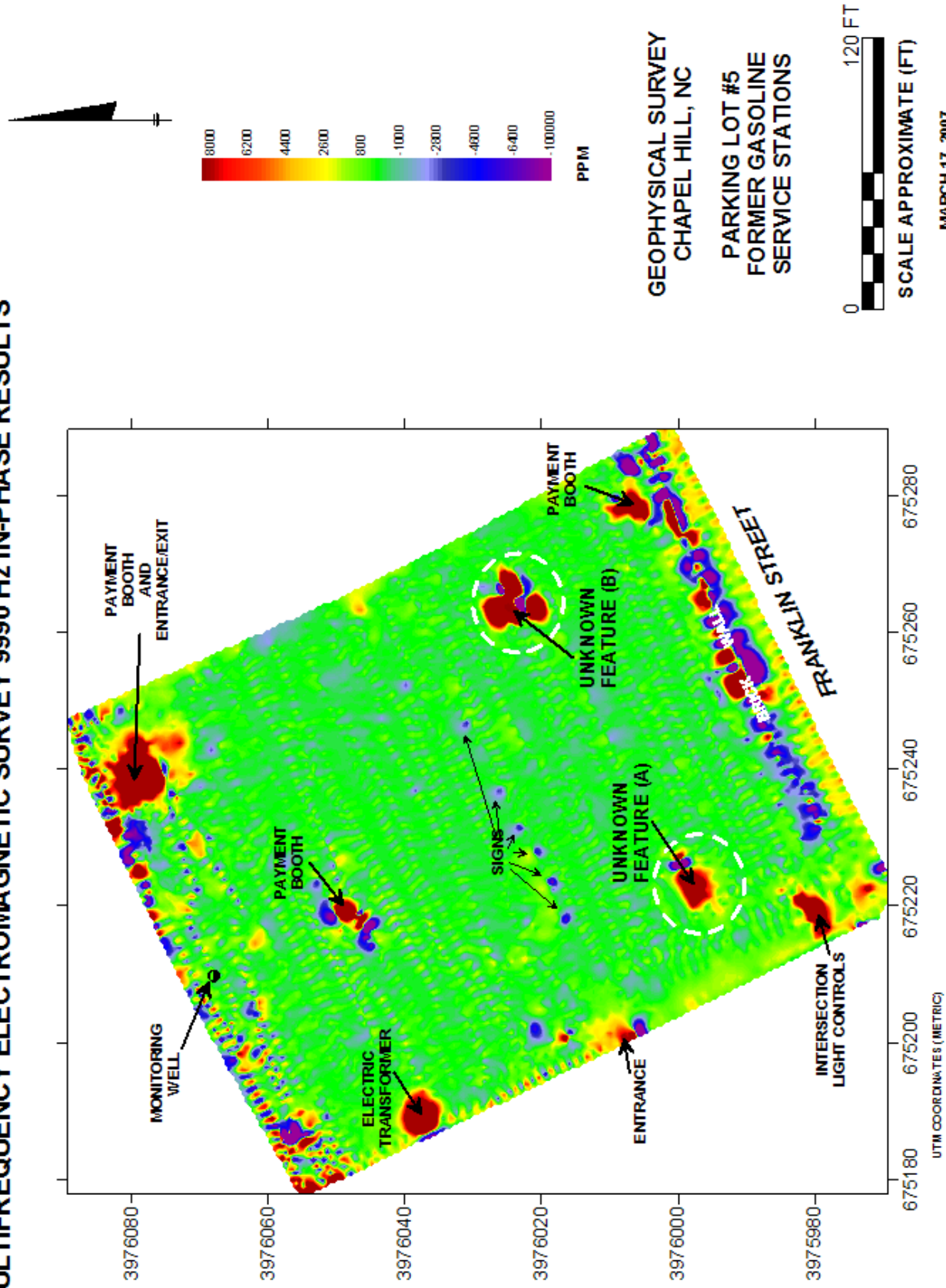


Aerial Photograph
USGS (MARCH 28, 2002)

Geo Solutions Ltd.

MULTIFREQUENCY ELECTROMAGNETIC SURVEY 9990 HZ IN-PHASE RESULTS

FIGURE 2



GEOPHYSICAL SURVEY
CHAPEL HILL, NC

PARKING LOT #5
FORMER GASOLINE
SERVICE STATIONS

0 120 FT

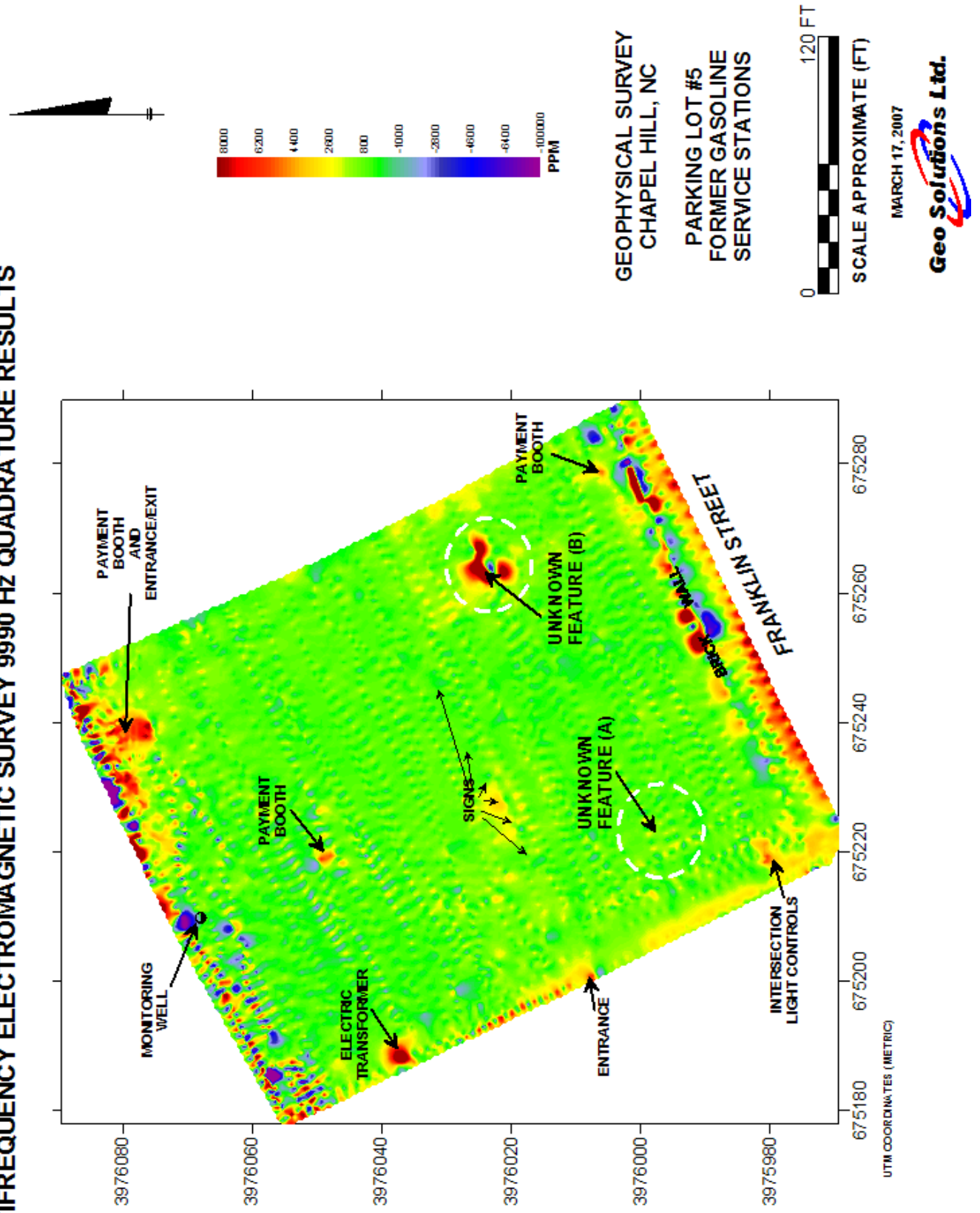
SCALE APPROXIMATE (FT)

MARCH 17, 2007

Geo Solutions Ltd.

MULTIFREQUENCY ELECTROMAGNETIC SURVEY 9990 HZ QUADRA TURE RESULTS


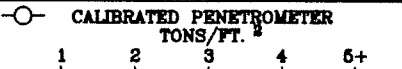

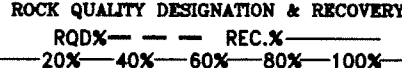
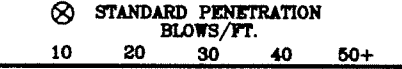

FIGURE 3




APPENDIX C

SOIL BORING LOGS

DLM (03-30-07) DLM (04-02-07)

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-2	SHEET 1 OF 1				
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER						
SITE LOCATION Corner of W. Franklin Street and Church Street								
								
								
								
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DET. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
0					BOTTOM OF CASING	LOSS OF CIRCULATION 100%		
					SURFACE ELEVATION			
					Fine Grained Silty Clay, Tan with Orange			
5					Fine Grained Silty Clay, Tan with Orange			
					Layers of Fine Grained White Silty Clay			
10					Fine Grained Orange Silty Clay Layered with Fine White Limestone			
					REFUSAL @ 10.5'			
15								
20								
25								
30								
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL								
▽ WL		WS OR 		BORING STARTED 3/18/07				
▽ WL(BCR)		▽ WL(ACR)		BORING COMPLETED 3/18/07		CAVE IN DEPTH ●		
▽ WL				RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push		

DLM (03-30-07) DLM (04-02-07)

CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-4	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			



SITE LOCATION Corner of W. Franklin Street and Church Street	<input type="radio"/> CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
---	--


DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
					BOTTOM OF CASING	LOSS OF CIRCULATION	100%	
					SURFACE ELEVATION			
0					Fine-Medium Grained Sandy Clay, Orange with Tan Streaks			
5					Fine to Medium Grained Sandy Clay, Orange with Tan Mottling			
10					Fine to Medium Grained Sandy Clay, Orange/Brown			
					REFUSAL @ 9.0'			
15								
20								
25								
30								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
--	--	--	--

<input checked="" type="checkbox"/> WL <input checked="" type="checkbox"/> WL(BCR) <input checked="" type="checkbox"/> WL	WS OR <input checked="" type="checkbox"/> TD 	BORING STARTED 3/18/07 BORING COMPLETED 3/18/07 RIG Geoprobe FOREMAN Larry Oppen	 CAVE IN DEPTH ● DRILLING METHOD Direct Push
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DLI (03-30-07) DLI (04-02-07)

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-5	SHEET 1 OF 1			
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER					
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. 8 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— ● ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% 40% 60% 80% 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+			
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
0					BOTTOM OF CASING	LOSS OF CIRCULATION 100%	
					SURFACE ELEVATION		
					Fine to Medium Grained Sandy Clay, Orange with Tan Streaks		
5					Fine to Medium Grained Sandy Clay, Orange with Tan and Brown Streaks		
10					Fine to Medium Grained Sandy Clay, Orange with Tan and Brown Streaks		
					Fine to Medium Grained Sandy Loam with Sandy Clay at 11'		
15					REFUSAL @ 13.0'		
20							
25							
30							
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL							
▽ WL	WS OR	⑦	BORING STARTED		3/18/07		
▽ WL(BCR)	▽ WL(ACR)		BORING COMPLETED		3/18/07		CAVE IN DEPTH ●
▽ WL			RIG Geoprobe		FOREMAN Larry Oppen		DRILLING METHOD Direct Push

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-6	SHEET 1 OF 1						
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER								
SITE LOCATION Corner of W. Franklin Street and Church Street				-○- CALIBRATED PENETROMETER TONS/FT. 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+						
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	LOSS OF CIRCULATION	100%	WATER LEVELS	ELEVATION (FT)
0					Fine to Medium Grained Sandy Clay, Orange/Tan, Odor					
5					Fine to Medium Grained Clayey Sand, Dark and Light Orange Color, Odor					
10					Fine to Medium Grained Sand, Tan-Brown, Odor					
15					Fine to Medium Grained Sand, Tan-Orange					
20					REFUSAL @ 15.0'					
25										
30										
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL										
▽ WL		WS OR		BORING STARTED		3/18/07				
▽ WL(BCR)		▽ WL(ACR)		BORING COMPLETED		3/18/07		CAVE IN DEPTH ●		
▽ WL				RIG Geoprobe		FOREMAN Larry Oppen		DRILLING METHOD Direct Push		


DLJ (03-30-07) DLJ (04-02-07)

DUM (03-30-07) DUM (04-02-07)


CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-9	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			

SITE LOCATION Corner of W. Franklin Street and Church Street	-O- CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
---	---

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
					BOTTOM OF CASING	LOSS OF CIRCULATION 100%	
					SURFACE ELEVATION		
0					Fine-Medium Grained Sand, Brown		
5					Fine-Medium Grained Sand, Tan		
10					Medium Grained Sandy Clay, Tan/White with Orange		
15					Medium Grained Sandy Clay, Tan/White with Orange		
20					Rock Fragments, Medium Grained Sand, Brown with Tan		
25					REFUSAL @ 16.0'		
30							


THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
▽ WL	WS OR 	BORING STARTED	3/18/07
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED	3/18/07
▽ WL		RIG Geoprobe FOREMAN Larry Oppen	DRILLING METHOD Direct Push

DLM (03-30-07) DLM (04-02-07)





CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-10	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			

SITE LOCATION Corner of W. Franklin Street and Church Street	
---	---






DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
					BOTTOM OF CASING	LOSS OF CIRCULATION 100%		
					SURFACE ELEVATION			
0					Fine-Medium Grained Sand, Brown			
5					Fine-Medium Grained Sand, Tan			
10					Medium Grained Sandy Clay, Tan/White with Orange			
15					Medium Grained Sandy Clay, Tan/White with Orange			
20					Rock Fragments, Medium Grained Sand, Brown with Tan			
25					REFUSAL @ 16.0'			
30								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
▽ WL	WS OR 	BORING STARTED	3/18/07
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED	3/18/07
▽ WL		RIG Geoprobe FOREMAN Larry Oppen	DRILLING METHOD Direct Push

D.M. (03-30-07) D.M. (04-02-07)

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-11	SHEET 1 OF 1		
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER				
SITE LOCATION Corner of W. Franklin Street and Church Street				<div style="text-align: center;">  CALIBRATED PENETROMETER TONS/FT.² 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+ </div>		
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
					BOTTOM OF CASING  LOSS OF CIRCULATION  SURFACE ELEVATION	
0					Fine-Medium Grained Sand, Orange/Brown	
					Fine-Medium Grained Sand, Brown/Tan	
5					Fine Grained Silty Clay, Orange Grading to Tan	
					Fine-Medium Grained Sand with Layers of Orange Clay and Gray Sand	
10					Fine-Medium Grained Sand with Layers of Orange Clay and Gray Sand	
15						
20					REFUSAL @ 16.0'	
25						
30						


THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

 WL  WL(BCR)  WL(ACR)	WS OR 	BORING STARTED 3/18/07 BORING COMPLETED 3/18/07	CAVE IN DEPTH ● DRILLING METHOD Direct Push
 WL		RIG Geoprobe FOREMAN Larry Oppen	


DMM (03-30-07) DMM (04-08-07)

DTM (03-30-07) DLM (04-02-07)

DLM (03-30-07) DLM (04-02-07)

CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-14	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			



SITE LOCATION Corner of W. Franklin Street and Church Street	<input type="radio"/> CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
---	--

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	PLASTIC LIMIT % X WATER CONTENT % ● LIQUID LIMIT % Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% <input checked="" type="radio"/> STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
					BOTTOM OF CASING  LOSS OF CIRCULATION <input checked="" type="checkbox"/> 100%	SURFACE ELEVATION		
0					Fine-Medium Grained Brown to Tan Sand, Sandy Clay at 4'			
5					Fine-Medium Grained Sandy Clay, Orange/Tan, Sandy at 7-8'			
10					Fine-Medium Grained Sands (varying in color across length) Orange/Tan with Gray and White Streaks			
15					Fine-Medium Grained Sand, Orange/Tan with Gray Streaks			
20					REFUSAL @ 16.5'			
25								
30								


THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
▼ WL	WS OR <input checked="" type="radio"/>	BORING STARTED	3/18/07
▼ WL(BCR)	▼ WL(ACR)	BORING COMPLETED	3/18/07
▼ WL		RIG Geoprobe FOREMAN Larry Oppen	DRILLING METHOD Direct Push

DLM (03-30-07) DLM (04-02-07)


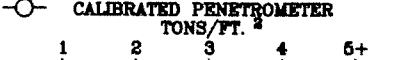

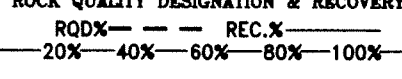
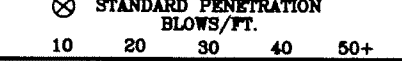

DLM (03-30-07) DLM (04-02-07)


CLIENT Town of Chapel Hill, NC				JOB # 14973		BORING # SB-16		SHEET 1 OF 1		
PROJECT NAME Parking Lot #5, Chapel Hill, NC				ARCHITECT-ENGINEER						
SITE LOCATION Corner of W. Franklin Street and Church Street								○ CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+ PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ————— ● ————— Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+		
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL ENGLISH UNITS		WATER LEVELS	ELEVATION (FT)		
					BOTTOM OF CASING  LOSS OF CIRCULATION 100% SURFACE ELEVATION					
0					Dark Brown, Fine Grained Sand					
5					Dark Orange, Fine-Medium Grained Sandy Clay with Black Particles					
10					Dark Orange, Fine-Medium Grained Sandy Clay with Black Particles, with Rock Fragments at 11'					
15					REFUSAL @ 11.0'					
20										
25										
30										

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

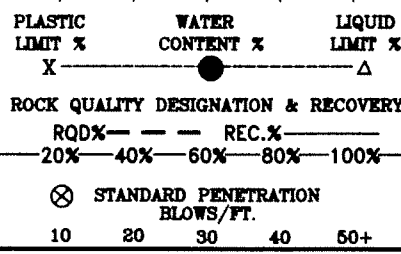

↓ WL ↓ WL(BCR) ↓ WL(ACR) ↓ WL	WS OR 	BORING STARTED 3/18/07 BORING COMPLETED 3/18/07 RIG Geoprobe FOREMAN Larry Oppen	CAVE IN DEPTH ● DRILLING METHOD Direct Push
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DLM (03-30-07) DLM (04-02-07)






CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-17	SHEET 1 OF 1																																																																																																			
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER																																																																																																					
SITE LOCATION Corner of W. Franklin Street and Church Street					   																																																																																																		
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↓ WL ↓ WL(BCR) ↓ WL(ACR)		WS OR  BORING STARTED 3/18/07		BORING COMPLETED 3/18/07																																																																																																			
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		DRILLING METHOD Direct Push																																																																																																					

CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-18	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			


SITE LOCATION Corner of W. Franklin Street and Church Street	 CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	
					BOTTOM OF CASING  LOSS OF CIRCULATION 100%			
					SURFACE ELEVATION			
0					Fine-Medium Grained Sandy Clay, Dark Orange with Black Particles			
5					Medium Grained Orange Sand with White			
					Fine Grained Silty Clay, Dark Orange with Tan Streaks			
10					REFUSAL @ 8.0'			
15								
20								
25								
30								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

 WL  WL(BCR)  WL(ACR)	WS OR 	BORING STARTED 3/18/07 BORING COMPLETED 3/18/07	CAVE IN DEPTH ●
 WL		RIG Geoprobe FOREMAN Larry Oppen	DRILLING METHOD Direct Push





DLJ (03-30-07) DLJ (04-02-07)

CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-19	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			


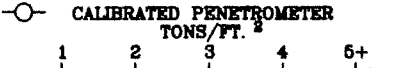

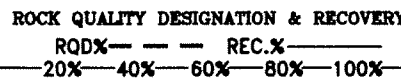
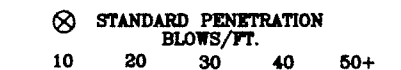





SITE LOCATION Corner of W. Franklin Street and Church Street	 CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
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


DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
					BOTTOM OF CASING	LOSS OF CIRCULATION 100%		
					SURFACE ELEVATION			
0					Fine Grained Silty Clay, Orange with Black and White Sand Grains			
5					Fine Grained Silty Clay, Orange with Black and White Sand Grains			
10					Fine Grained Silty Clay, Orange with Black and White Sand Grains			
					Medium Grained Sand, Medium Orange and Tan			
15					Medium Grained Sand, Medium Orange and Tan			
20					REFUSAL @ 16.0'			
25								
30								










THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
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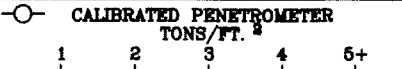


 WL  WL(BCR)	WS OR   WL(ACR)	BORING STARTED 3/20/07 BORING COMPLETED 3/20/07 RIG Geoprobe FOREMAN Larry Oppen	CAVE IN DEPTH ● DRILLING METHOD Direct Push
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



DLH (03-30-07) DLH (04-02-07)










CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-20	SHEET 1 OF 1				
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER						
SITE LOCATION Corner of W. Franklin Street and Church Street								
								
								
								
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
0					Fine Grained Silty Clay, Orange with Black Particles			
5					Fine Grained Silty Clay, Orange with Black Particles			
10					Medium Grained Orange Sand with White			
15					Medium Grained Brown-Orange Sand with Tan at 16'			
20					REFUSAL @ 16.0'			
25								
30								
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL								
 WL		WS OR 		BORING STARTED 3/20/07				
 WL(BCR)		 WL(ACR)		BORING COMPLETED 3/20/07		CAVE IN DEPTH ●		
 WL				RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push		

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-21	SHEET 1 OF 1																																																																																																	
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER																																																																																																			
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. <table border="0"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5+</td> </tr> </table>		1	2	3	4	5+																																																																																											
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)																																																																																													
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▽ WL			RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push																																																																																																


CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-22	SHEET 1 OF 1		
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER				
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. # 1 2 3 4 5+		
				PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % X ● Δ		
				ROCK QUALITY DESIGNATION & RECOVERY ROD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100%		
				 STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+		
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
0					BOTTOM OF CASING  LOSS OF CIRCULATION 100%	
					SURFACE ELEVATION	
0					Fine-Medium Grained Brown/Tan Sand	
					Fine-Medium Grained Sandy Clay, Orange/Brown	
5					Fine Grained Silty Clay, Orange with Tan Streaking	
					Fine Grained Silty Clay, Orange with Tan Streaking	
10					Fine Grained Silty Clay, Gray-Brown with Orange Streaks, Odor	
					Fine Grained Silty Clay, Gray-Brown with Orange Streaks, Odor	
15					Medium Grained Sandy Clay, Tan/Brown, Slight Odor	
					REFUSAL @ 16.0'	
20						
25						
30						
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL						
 WL WS OR 		BORING STARTED 3/20/07				
 WL(BCR)  WL(ACR)		BORING COMPLETED 3/20/07		CAVE IN DEPTH ●		
 WL		RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push		

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-23	SHEET 1 OF 1				
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER						
SITE LOCATION Corner of W. Franklin Street and Church Street								
								
								
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
0					BOTTOM OF CASING	LOSS OF CIRCULATION 100%		
					SURFACE ELEVATION			
0					Medium Grained Brown Sand			
					Fine-Medium Grained Sandy Clay, Orange			
5					Fine-Medium Grained Sandy Clay, Dark Orange with Light Orange Streaks			
					Fine-Medium Grained Sandy Clay, Dark Orange with Light Orange Streaks			
10					Fine Grained Silty Clay with Gray Sand, Orange/Gray, Odor			
					REFUSAL @ 12.5'			
15								
20								
25								
30								
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL								
▽ WL		WS OR (TD)		BORING STARTED		3/20/07		
▽ WL(BCR)		▽ WL(ACR)		BORING COMPLETED		3/20/07		
▽ WL				RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push		

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-24	SHEET 1 OF 1				
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER						
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. 2 1 2 3 4 5+				
				PLASTIC LIMIT % X WATER CONTENT % ● LIQUID LIMIT % Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+				
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)
					BOTTOM OF CASING  LOSS OF CIRCULATION  100%			
					SURFACE ELEVATION			
0					Medium Grained Sand, Tan/Brown			
					Fine-Medium Grained Silty Clay			
5					Fine-Medium Grained Silty Clay			
					Medium Grained Sandy Clay, Orange/Tan			
10					Medium Grained Sandy Clay, Orange/Tan			
					Medium Grained Sandy Clay, Orange			
15					REFUSAL @ 12.0'			
20								
25								
30								
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL								
▽ WL		WS OR 		BORING STARTED 3/20/07				
▽ WL(BCR)		▽ WL(ACR)		BORING COMPLETED 3/20/07		CAVE IN DEPTH ●		
▽ WL				RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push		






CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-25	SHEET 1 OF 1			
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER					
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. ³			
				1 2 3 4 5+ PLASTIC WATER LIQUID LIMIT % CONTENT % LIMIT % X ———— ● ———— Δ			
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	ROCK QUALITY DESIGNATION & RECOVERY
					BOTTOM OF CASING  LOSS OF CIRCULATION 100% SURFACE ELEVATION		RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100%  STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
0					Medium Grained Sand, Brown/Gray		
					Fine-Medium Grained Sandy Clay, Orange		
5					Medium Grained Sandy Clay, Orange/Tan Streaking		
					Fine Grained Silty Clay, Orange with Tan Streaks		
10					Medium Grained Sandy Clay, Orange with Tan Streaks		
					REFUSAL @ 13.0'		
15							
20							
25							
30							
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL							
 WL WS OR 		BORING STARTED 3/20/07					
 WL(BCR)  WL(ACR)		BORING COMPLETED 3/20/07		CAVE IN DEPTH ●			
 WL		RIG Geoprobe FOREMAN Larry Oppen		DRILLING METHOD Direct Push			

DLN (03-30-07) DLM (04-02-07)


CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-26	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			

SITE LOCATION Corner of W. Franklin Street and Church Street	 CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	LOSS OF CIRCULATION	WATER LEVELS ELEVATION (FT)	PLASTIC LIMIT % X WATER CONTENT % ● LIQUID LIMIT % Δ ROCK QUALITY DESIGNATION & RECOVERY ROD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
0					BOTTOM OF CASING		100%		
					SURFACE ELEVATION				
					Medium Grained Brown Sand				
					Medium Grained Sandy Clay, Orange/Tan				
5					Medium Grained Sandy Clay, Orange/Tan				
					Medium Grained Sand, Orange/White				
10					Medium Grained Sand, Orange/White				
					Medium Grained Sand, Orange/White				
15									
					REFUSAL @ 16.0'				
20									
25									
30									

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
 WL  WL(BCR)  WL	WS OR   WL(ACR)	BORING STARTED 3/20/07 BORING COMPLETED 3/20/07 RIG Geoprobe [®] FOREMAN Larry Oppen	CAVE IN DEPTH ● DRILLING METHOD Direct Push

DLJ (03-30-07) DLJ (04-02-07)





CLIENT Town of Chapel Hill, NC	JOB # 14973	BORING # SB-27	SHEET 1 OF 1	
PROJECT NAME Parking Lot #5, Chapel Hill, NC	ARCHITECT-ENGINEER			

SITE LOCATION Corner of W. Franklin Street and Church Street	 CALIBRATED PENETROMETER TONS/FT. ² 1 2 3 4 5+
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	PLASTIC LIMIT % X WATER CONTENT % ● LIQUID LIMIT % Δ ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
0					BOTTOM OF CASING	LOSS OF CIRCULATION 100%		
					SURFACE ELEVATION			
					Medium Grained Brown Sand			
					Fine-Medium Grained Sandy Clay, Dark Orange			
5					Fine-Medium Grained Sandy Clay, Dark Orange			
					Fine-Medium Grained Sandy Clay, Dark Orange			
10					Medium Grained Orange/Tan Sand			
					Medium Grained Orange/Tan Sand			
15					Fine Grained Sandy Silt, Orange/Tan Color			
					REFUSAL @ 16.0'			
20								
25								
30								

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
▽ WL	WS OR ⑩	BORING STARTED	3/20/07
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED	3/20/07
▽ WL		RIG Geoprobe	FOREMAN Larry Oppen
		DRILLING METHOD Direct Push	

DLN (03-30-07) DLN (04-02-07)

CLIENT Town of Chapel Hill, NC		JOB # 14973	BORING # SB-28	SHEET 1 OF 1		
PROJECT NAME Parking Lot #5, Chapel Hill, NC		ARCHITECT-ENGINEER				
SITE LOCATION Corner of W. Franklin Street and Church Street				 CALIBRATED PENETROMETER TONS/FT. ² <div style="display: flex; justify-content: space-around; width: 100%;"> 12345+ </div>		
				<div style="display: flex; justify-content: space-around;"> <div>PLASTIC LIMIT % X</div> <div>WATER CONTENT % ●</div> <div>LIQUID LIMIT % Δ</div> </div>		
				ROCK QUALITY DESIGNATION & RECOVERY RQD% — — — REC.% — — — 20% — 40% — 60% — 80% — 100%		
				 STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+		
DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL ENGLISH UNITS	WATER LEVELS ELEVATION (FT)
0					BOTTOM OF CASING  LOSS OF CIRCULATION 100%	
					SURFACE ELEVATION	
0					Medium Grained Sand, Tan/Brown	
5					Fine Grained Silty Clay, Red with Orange Streaks	
					Fine Grained Silty Clay, Red with Orange Streaks	
					Fine-Medium Grained Silty Sand, Orange/Brown	
10					Fine-Medium Grained Silty Sand, Orange/Brown	
					Medium Grained Sand, Orange/Tan	
15					Medium Grained Sand, Orange/Tan	
20					REFUSAL @ 16.0'	
25						
30						

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL	WS OR 	BORING STARTED	3/20/07	
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED	3/20/07	CAVE IN DEPTH ●
▽ WL		RIG Geoprobe FOREMAN Larry Oppen	DRILLING METHOD Direct Push	

DUM (03-30-07) DUM (04-02-07)

DUM (03-30-07) DUM (04-02-07)

APPENDIX D

TABLES

TABLE 1

SUMMARY OF FIELD PID READINGS

Date: April 2, 2007

Project Name: Parking Lot #5, Chapel Hill, NC

ECS Project Number: 06.14973

Sample ID	Sample Depth (ft)	VOC (ppm)*	Sample ID	Sample Depth (ft)	VOC (ppm)*	Sample ID	Sample Depth (ft)	VOC (ppm)*
SB-1	4	3.3	SB-11	4	1.3	SB-21	4	1.1
	8	2032		8	20		8	1.2
	10	2150		12	60		12	1.6
SB-2	4	2.3		16	33		16	3.4
	8	6.7	SB-12	4	2.2	SB-22	4	27
	10.5	52		8	4.5		8	195
SB-3	4	21		4	5.7		12	26
	8	57	SB-13	8	12.1		16	14
	12	87		12	19.8	SB-23	4	1.8
SB-4	4	2.9		16	70		8	2
	8	5.9	SB-14	4	1.1		12	8.1
	9	15.7		8	2.6	SB-24	4	2.2
	13	2.5		12	20		8	11.2
SB-5	4	4.1		16	40		12	4.6
	8	13.3	SB-15	4	0.4	SB-25	4	0.8
	13	2.5		8	0.6		8	1
	15	2016		12	0.8		13	1.5
SB-6	4	2.5		16	0.7	SB-26	4	18
	8	3.8	SB-16	4	246		8	19.6
	12	84.7		8	58		12	20
	15	2016		11	170		16	18
SB-7	4	1.9	SB-17	4	0.8	SB-27	4	11.8
	8	2.2		8	1		8	8.6
	10	4.3		12	1.3		12	7
SB-8	4	2.4		16	1.6		17	13.7
	8	3.1	SB-18	4	1.1	SB-28	4	14.8
	12	2.5		8	1.3		8	24
	16	3.6		4	270		12	30
	18	7.2	SB-19	8	530		16	26
SB-9	4	1.5		12	500	SB-29	4	0
	8	3.4		16	490		8	0
	12	5.8	SB-20	4	30		12	0.8
	16	132		8	35	SB-30	4	3
SB-10	4	11		12	180		8	3.5
	8	30		16	170		12	3.5
	12	343					16	2.4
	16	57						

*Volatile Organic Compounds (VOC) screened in the field using an Photoionization Detector (PID)

VOC concentrations listed above are not laboratory confirmed and should only be used as a guide and not as the true concentrations of VOCs in the soils collected from the represented sample collection.

TABLE 2
SUMMARY OF SOIL SAMPLING RESULTS

Date: April 2, 2007
Project Name: Parking Lot #5, Chapel Hill
ECS Project Number: 06.14973

Analytical Method			Sample ID	Sample Depth (ft)	5030	3550	8260	8260	8260	8260	8260	8260	8260	8260	8260	8260	8260	8260	8270	8270	8270	MADEP	MADEP	MADEP	MADEP																					
Contaminant of Concern	Date Collected	Gasoline Range Organics																								Diesel Range Organics	N-Butylbenzene	Ethylbenzene	Isopropylbenzene	Naphthalene	n-Propylbenzene	Toluene	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Total Xylenes	All Other Parameters	2-Methylnaphthalene	Naphthalene	All Other Parameters	8270	8270	8270	MADEP	MADEP	MADEP	MADEP

ppm = parts per million
BQL = Below Quantitation Limit
Bold indicates values above the applicable regulatory limits or action levels
NCDENR-DWM-UST Section = North Carolina Department of Environment and Natural Resources - Division of Waste Management - UST Section
MSCC = Maximum Soil Contaminate Concentration

APPENDIX E

LABORATORY ANALYTICAL RESULTS

CHAIN OF CUSTODY



Ms. Sandra Miller
ECS
9001 Glenwood Ave.
Raleigh NC 27617

Report Number: G161-2542

Client Project: CH Parking Lot 5

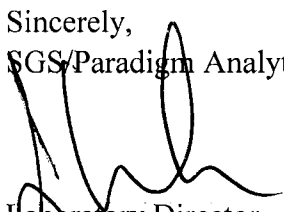
Dear Ms. Miller:

Enclosed are the results of the analytical services performed under the referenced project. The samples are certified to meet the requirements of the National Environmental Laboratory Accreditation Conference Standards. Copies of this report and supporting data will be retained in our files for a period of five years in the event they are required for future reference. Any samples submitted to our laboratory will be retained for a maximum of thirty (30) days from the date of this report unless other arrangements are requested.

If there are any questions about the report or the services performed during this project, please call SGS/Paradigm at (910) 350-1903. We will be happy to answer any questions or concerns which you may have.

Thank you for using SGS/Paradigm Analytical Labs for your analytical services. We look forward to working with you again on any additional analytical needs which you may have.

Sincerely,
SGS/Paradigm Analytical Laboratories, Inc.


Laboratory Director
J. Patrick Weaver

3/26/2007
Date

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-1
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-1
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 9:30
Date Received: 3/21/2007
Matrix: Soil
Solids 78.29

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	1630	378	5035	100	03/22/07
Diesel Range Organics	231	7.77	3541	1	03/25/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-2
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-2
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 9:55
Date Received: 3/21/2007
Matrix: Soil
Solids 89.04

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.00	5035	1	03/21/07
Diesel Range Organics	BQL	6.38	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-3
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-3
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 10:20
Date Received: 3/21/2007
Matrix: Soil
Solids 82.32

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.48	5035	1	03/21/07
Diesel Range Organics	BQL	7.10	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-4
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-4
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 10:50
Date Received: 3/21/2007
Matrix: Soil
Solids 90.73

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.20	5035	1	03/21/07
Diesel Range Organics	BQL	6.73	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-5

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-5

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 11:05

Date Received: 3/21/2007

Matrix: Soil

Solids 74.48

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.42	5035	1	03/21/07
Diesel Range Organics	10.6	8.12	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-6

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-6

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 11:55

Date Received: 3/21/2007

Matrix: Soil

Solids 88.71

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	254	39.8	5035	10	03/21/07
Diesel Range Organics	BQL	6.74	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-7
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-7
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 13:15
Date Received: 3/21/2007
Matrix: Soil
Solids 83.69

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.32	5035	1	03/21/07
Diesel Range Organics	13.0	7.29	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-8
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-8
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 13:50
Date Received: 3/21/2007
Matrix: Soil
Solids 86.81

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.16	5035	1	03/21/07
Diesel Range Organics	BQL	7.16	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-9

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-9

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 14:15

Date Received: 3/21/2007

Matrix: Soil

Solids 79.06

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.35	5035	1	03/21/07
Diesel Range Organics	BQL	7.82	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-10

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-10

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 14:40

Date Received: 3/21/2007

Matrix: Soil

Solids 79.04

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	82.6	40.4	5035	10	03/22/07
Diesel Range Organics	BQL	7.38	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-11
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-11
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 15:25
Date Received: 3/21/2007
Matrix: Soil
Solids 85.89

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.64	5035	1	03/21/07
Diesel Range Organics	BQL	7.02	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-12

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-12

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 15:50

Date Received: 3/21/2007

Matrix: Soil

Solids 84.42

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	5.70	5035	1	03/21/07
Diesel Range Organics	BQL	7.33	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-13

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-13

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 16:07

Date Received: 3/21/2007

Matrix: Soil

Solids 83.72

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.45	5035	1	03/21/07
Diesel Range Organics	BQL	7.24	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-14
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-14
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 17:05
Date Received: 3/21/2007
Matrix: Soil
Solids 78.46

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.63	5035	1	03/21/07
Diesel Range Organics	BQL	7.88	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-15
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-15
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 17:25
Date Received: 3/21/2007
Matrix: Soil
Solids 77.72

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.95	5035	1	03/21/07
Diesel Range Organics	BQL	7.84	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-16

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-16

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 17:40

Date Received: 3/21/2007

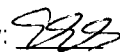
Matrix: Soil

Solids 91.04

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.02	5035	1	03/21/07
Diesel Range Organics	35.4	6.66	3541	1	03/26/07

Comments:

Flags:

Reviewed By: 
TPH.XLS

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-17

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-17

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/18/2007 18:15

Date Received: 3/21/2007

Matrix: Soil

Solids 89.90

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	5.86	5035	1	03/22/07
Diesel Range Organics	BQL	6.51	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-18
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-18
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/18/2007 18:30
Date Received: 3/21/2007
Matrix: Soil
Solids 84.97

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.64	5035	1	03/22/07
Diesel Range Organics	BQL	7.21	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-19
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-19
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 9:20
Date Received: 3/21/2007
Matrix: Soil
Solids 77.19

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.84	5035	1	03/22/07
Diesel Range Organics	BQL	7.68	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-20

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-20

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/20/2007 9:52

Date Received: 3/21/2007

Matrix: Soil

Solids 83.26

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.02	5035	1	03/22/07
Diesel Range Organics	BQL	7.35	3541	1	03/23/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-21
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-21
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 10:15
Date Received: 3/21/2007
Matrix: Soil
Solids 87.62

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.93	5035	1	03/22/07
Diesel Range Organics	BQL	6.54	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-22
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-22
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 10:44
Date Received: 3/21/2007
Matrix: Soil
Solids 76.60

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.06	5035	1	03/22/07
Diesel Range Organics	BQL	7.92	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-23

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-23

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/20/2007 11:05

Date Received: 3/21/2007

Matrix: Soil

Solids 74.43

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.34	5035	1	03/22/07
Diesel Range Organics	BQL	7.88	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-24

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-24

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/20/2007 11:20

Date Received: 3/21/2007

Matrix: Soil

Solids 81.46

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	5.68	5035	1	03/22/07
Diesel Range Organics	9.83	7.33	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-25

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-25

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/20/2007 12:50

Date Received: 3/21/2007

Matrix: Soil

Solids 73.45

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.39	5035	1	03/22/07
Diesel Range Organics	BQL	8.22	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-26
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-27
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 13:17
Date Received: 3/21/2007
Matrix: Soil
Solids 81.63

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	5.58	5035	1	03/22/07
Diesel Range Organics	32.6	7.28	3541	1	03/25/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-27
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-28
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 13:35
Date Received: 3/21/2007
Matrix: Soil
Solids 78.82

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.01	5035	1	03/22/07
Diesel Range Organics	BQL	7.72	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-28

Client Project ID: CH Parking Lot 5

Lab Sample ID: G161-2542-29

Lab Project ID: G161-2542

Report Basis: Dry Weight

Analyzed By: BWS

Date Collected: 3/20/2007 13:50

Date Received: 3/21/2007

Matrix: Soil

Solids 86.20

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	6.63	5035	1	03/22/07
Diesel Range Organics	BQL	7.23	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-29
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-30
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 14:40
Date Received: 3/21/2007
Matrix: Soil
Solids 75.19

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.54	5035	1	03/22/07
Diesel Range Organics	BQL	8.29	3541	1	03/24/07

Comments:

Flags:

**Results for Total Petroleum Hydrocarbons**
by GC/FID 8015

Client Sample ID: SB-30
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-31
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: BWS
Date Collected: 3/20/2007 14:20
Date Received: 3/21/2007
Matrix: Soil
Solids 75.26

Analyte	Result MG/KG	RL MG/KG	Prep Method	Dilution Factor	Date Analyzed
Gasoline Range Organics	BQL	7.74	5035	1	03/22/07
Diesel Range Organics	BQL	7.83	3541	1	03/24/07

Comments:

Flags:

**Results for Volatiles
by GCMS 8260B/5035**

Client Sample ID: SB-1
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-26F
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: CLP
Date Collected: 3/18/2007 9:30
Date Received: 3/21/2007
Matrix: Soil
%Solids: 77.5

Compound	Result MG/KG	Quantitation Limit MG/KG	Dilution Factor	Date Analyzed
Acetone	BQL	25.5	1000	3/26/2007
Benzene	BQL	1.02	1000	3/26/2007
Bromobenzene	BQL	1.02	1000	3/26/2007
Bromochloromethane	BQL	1.02	1000	3/26/2007
Bromodichloromethane	BQL	1.02	1000	3/26/2007
Bromoform	BQL	1.02	1000	3/26/2007
Bromomethane	BQL	1.02	1000	3/26/2007
2-Butanone	BQL	25.5	1000	3/26/2007
n-Butylbenzene	3.79	1.02	1000	3/26/2007
sec-Butylbenzene	BQL	1.02	1000	3/26/2007
tert-Butylbenzene	BQL	1.02	1000	3/26/2007
Carbon disulfide	BQL	1.02	1000	3/26/2007
Carbon tetrachloride	BQL	1.02	1000	3/26/2007
Chlorobenzene	BQL	1.02	1000	3/26/2007
Chloroethane	BQL	1.02	1000	3/26/2007
Chloroform	BQL	1.02	1000	3/26/2007
Chloromethane	BQL	1.02	1000	3/26/2007
2-Chlorotoluene	BQL	1.02	1000	3/26/2007
4-Chlorotoluene	BQL	1.02	1000	3/26/2007
Dibromochloromethane	BQL	1.02	1000	3/26/2007
1,2-Dibromo-3-chloropropane	BQL	5.11	1000	3/26/2007
Dibromomethane	BQL	1.02	1000	3/26/2007
1,2-Dibromoethane (EDB)	BQL	1.02	1000	3/26/2007
1,2-Dichlorobenzene	BQL	1.02	1000	3/26/2007
1,3-Dichlorobenzene	BQL	1.02	1000	3/26/2007
1,4-Dichlorobenzene	BQL	1.02	1000	3/26/2007
trans-1,4-Dichloro-2-butene	BQL	5.11	1000	3/26/2007
1,1-Dichloroethane	BQL	1.02	1000	3/26/2007
1,1-Dichloroethene	BQL	1.02	1000	3/26/2007
1,2-Dichloroethane	BQL	1.02	1000	3/26/2007
cis-1,2-Dichloroethene	BQL	1.02	1000	3/26/2007
trans-1,2-dichloroethene	BQL	1.02	1000	3/26/2007
1,2-Dichloropropane	BQL	1.02	1000	3/26/2007
1,3-Dichloropropane	BQL	1.02	1000	3/26/2007
2,2-Dichloropropane	BQL	1.02	1000	3/26/2007
1,1-Dichloropropene	BQL	1.02	1000	3/26/2007
cis-1,3-Dichloropropene	BQL	1.02	1000	3/26/2007
trans-1,3-Dichloropropene	BQL	1.02	1000	3/26/2007
Dichlorodifluoromethane	BQL	5.11	1000	3/26/2007
Diisopropyl ether (DIPE)	BQL	1.02	1000	3/26/2007
Ethylbenzene	10.4	1.02	1000	3/26/2007
Hexachlorobutadiene	BQL	1.02	1000	3/26/2007

**Results for Volatiles
by GCMS 8260B/5035**

Client Sample ID: SB-1
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-26F
Lab Project ID: G161-2542
Report Basis: Dry Weight

Analyzed By: CLP
Date Collected: 3/18/2007 9:30
Date Received: 3/21/2007
Matrix: Soil
%Solids: 77.5

Compound	Result MG/KG	Quantitation Limit MG/KG	Dilution Factor	Date Analyzed
2-Hexanone	BQL	5.11	1000	3/26/2007
Iodomethane	BQL	1.02	1000	3/26/2007
Isopropylbenzene	1.35	1.02	1000	3/26/2007
4-Isopropyltoluene	BQL	1.02	1000	3/26/2007
Methylene chloride	BQL	5.11	1000	3/26/2007
4-Methyl-2-pentanone	BQL	5.11	1000	3/26/2007
Methyl-tert-butyl ether (MTBE)	BQL	1.02	1000	3/26/2007
Naphthalene	7.54	1.02	1000	3/26/2007
n-Propyl benzene	4.97	1.02	1000	3/26/2007
Styrene	BQL	1.02	1000	3/26/2007
1,1,1,2-Tetrachloroethane	BQL	1.02	1000	3/26/2007
1,1,2,2-Tetrachloroethane	BQL	1.02	1000	3/26/2007
Tetrachloroethene	BQL	1.02	1000	3/26/2007
Toluene	13.4	1.02	1000	3/26/2007
1,2,3-Trichlorobenzene	BQL	1.02	1000	3/26/2007
1,2,4-Trichlorobenzene	BQL	1.02	1000	3/26/2007
Trichloroethene	BQL	1.02	1000	3/26/2007
1,1,1-Trichloroethane	BQL	1.02	1000	3/26/2007
1,1,2-Trichloroethane	BQL	1.02	1000	3/26/2007
Trichlorofluoromethane	BQL	1.02	1000	3/26/2007
1,2,3-Trichloropropane	BQL	1.02	1000	3/26/2007
1,2,4-Trimethylbenzene	35.2	1.02	1000	3/26/2007
1,3,5-Trimethylbenzene	10.9	1.02	1000	3/26/2007
Vinyl chloride	BQL	1.02	1000	3/26/2007
m-,p-Xylene	36.5	2.04	1000	3/26/2007
o-Xylene	16.0	1.02	1000	3/26/2007

	Spike Added	Spike Result	Percent Recovered
1,2-Dichloroethane-d4	0.01	0.00903	90
Toluene-d8	0.01	0.0101	101
4-Bromofluorobenzene	0.01	0.00984	98

Comments:**Flags:**

BQL = Below Quantitation Limits.
J = Detected below the quantitation limit.

Reviewed By: 

**Results for Semivolatiles
by GCMS 8270**

Client Sample ID: SB-1
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-26H
Lab Project ID: G161-2542
Report Basis: Dry weight

Analyzed By: EAW
Date Collected: 3/18/2007 9:30
Date Received: 3/21/2007
Date Extracted: 3/23/2007
Matrix: Soil
% Solids: 77.46

Compound	Result mg/Kg	RL mg/Kg	Dilution Factor	Date Analyzed
Acenaphthene	BQL	1.93	5	3/26/2007
Acenaphthylene	BQL	1.93	5	3/26/2007
Anthracene	BQL	1.93	5	3/26/2007
Benzo[a]anthracene	BQL	1.93	5	3/26/2007
Benzo[a]pyrene	BQL	1.93	5	3/26/2007
Benzo[b]fluoranthene	BQL	1.93	5	3/26/2007
Benzo[g,h,i]perylene	BQL	1.93	5	3/26/2007
Benzo[k]fluoranthene	BQL	1.93	5	3/26/2007
Benzoic Acid	BQL	3.85	5	3/26/2007
Bis(2-chloroethoxy)methane	BQL	1.93	5	3/26/2007
Bis(2-chloroethyl)ether	BQL	1.93	5	3/26/2007
Bis(2-chloroisopropyl)ether	BQL	1.93	5	3/26/2007
Bis(2-ethylhexyl)phthalate	BQL	1.93	5	3/26/2007
4-bromophenyl phenyl ether	BQL	1.93	5	3/26/2007
Butylbenzylphthalate	BQL	1.93	5	3/26/2007
2-Chloronaphthalene	BQL	1.93	5	3/26/2007
2-Chlorophenol	BQL	1.93	5	3/26/2007
4-Chloro-3-methylphenol	BQL	1.93	5	3/26/2007
4-Chloroaniline	BQL	9.63	5	3/26/2007
4-Chlorophenyl phenyl ether	BQL	1.93	5	3/26/2007
Chrysene	BQL	1.93	5	3/26/2007
Dibenzo[a,h]anthracene	BQL	1.93	5	3/26/2007
Dibenzofuran	BQL	1.93	5	3/26/2007
Di-n-Butylphthalate	BQL	1.93	5	3/26/2007
1,2-Dichlorobenzene	BQL	1.93	5	3/26/2007
1,3-Dichlorobenzene	BQL	1.93	5	3/26/2007
1,4-Dichlorobenzene	BQL	1.93	5	3/26/2007
3,3'-Dichlorobenzidine	BQL	3.85	5	3/26/2007
2,4-Dichlorophenol	BQL	1.93	5	3/26/2007
Diethylphthalate	BQL	1.93	5	3/26/2007
Dimethylphthalate	BQL	1.93	5	3/26/2007
2,4-Dimethylphenol	BQL	1.93	5	3/26/2007
Di-n-octylphthalate	BQL	1.93	5	3/26/2007
4,6-Dinitro-2-methylphenol	BQL	9.63	5	3/26/2007
2,4-Dinitrophenol	BQL	9.63	5	3/26/2007
2,4-Dinitrotoluene	BQL	1.93	5	3/26/2007
2,6-Dinitrotoluene	BQL	1.93	5	3/26/2007
Diphenylamine *	BQL	1.93	5	3/26/2007
Fluoranthene	BQL	1.93	5	3/26/2007
Fluorene	BQL	1.93	5	3/26/2007
Hexachlorobenzene	BQL	1.93	5	3/26/2007
Hexachlorobutadiene	BQL	1.93	5	3/26/2007
Hexachlorocyclopentadiene	BQL	3.85	5	3/26/2007
Hexachloroethane	BQL	1.93	5	3/26/2007

**Results for Semivolatiles
by GCMS 8270**

Client Sample ID: SB-1
Client Project ID: CH Parking Lot 5
Lab Sample ID: G161-2542-26H
Lab Project ID: G161-2542
Report Basis: Dry weight

Analyzed By: EAW
Date Collected: 3/18/2007 9:30
Date Received: 3/21/2007
Date Extracted: 3/23/2007
Matrix: Soil
% Solids: 77.46

Compound	Result mg/Kg	RL mg/Kg	Dilution Factor	Date Analyzed
Indeno(1,2,3-c,d)pyrene	BQL	1.93	5	3/26/2007
Isophorone	BQL	1.93	5	3/26/2007
2-Methylnaphthalene	4.68	1.93	5	3/26/2007
2-Methylphenol	BQL	1.93	5	3/26/2007
3- & 4-Methylphenol	BQL	1.93	5	3/26/2007
Naphthalene	5.22	1.93	5	3/26/2007
2-Nitroaniline	BQL	1.93	5	3/26/2007
3-Nitroaniline	BQL	9.63	5	3/26/2007
4-Nitroaniline	BQL	9.63	5	3/26/2007
Nitrobenzene	BQL	1.93	5	3/26/2007
2-Nitrophenol	BQL	1.93	5	3/26/2007
4-Nitrophenol	BQL	9.63	5	3/26/2007
N-Nitrosodi-n-propylamine	BQL	1.93	5	3/26/2007
Pentachlorophenol	BQL	9.63	5	3/26/2007
Phenanthrene	BQL	1.93	5	3/26/2007
Phenol	BQL	1.93	5	3/26/2007
Pyrene	BQL	1.93	5	3/26/2007
1,2,4-Trichlorobenzene	BQL	1.93	5	3/26/2007
2,4,5-Trichlorophenol	BQL	1.93	5	3/26/2007
2,4,6-Trichlorophenol	BQL	1.93	5	3/26/2007

	Spike Added	Spike Result	Percent Recovered
2-Fluorobiphenyl	2	1.8	90
2-Fluorophenol	2	1.7	85
Nitrobenzene-d5	2	1.6	82
Phenol-d6	2	1.6	82
2,4,6-Tribromophenol	2	1.7	82
4-Terphenyl-d14	2	2.3	114

Comments:

* N-Nitrosodiphenylamine is reported as the breakdown product Diphenylamine.

Flags:

BQL = Below Quantitation Limits.

Reviewed By: 

**VPH (Aliphatics/Aromatics) Laboratory Reporting Form**Client Name: ECSProject Name: CH Parking Lot 5

Sample Information and Analytical Results	
Sample Identification	SB-1
Sample Matrix	Soil
Collection Option (for Soil)*	2
Date Collected	03/18/07
Date Received	03/21/07
Date Extracted	03/18/07
Date Analyzed	03/23/07
Dry Weight	77
Dilution Factor	1
C ₅ -C ₈ Aliphatics**	230 (mg/Kg)
C ₉ -C ₁₂ Aliphatics**	230 (mg/Kg)
C ₉ -C ₁₀ Aromatics**	180 (mg/Kg)
Surrogate % Recovery - PID	220***
Surrogate % Recovery - FID	350***

* = Option 1 = Established fill line on vial, Option 2 = Sampling Device/Brand, or Option 3 = Field weight of soil.

** = Excludes any surrogates or internal standards.

***= High surrogate recovery due to matrix interference

Lab Info: g161-2542-26e

Reviewed By: 

Attachment 2

VPH Laboratory Reporting Form

Calibration and QA/QC Information

FID Initial Calibration Date: 03/13/07

PID Initial Calibration Date: 03/13/07

Calibration Ranges and Limits

Range	MDL (07/15/2004) (µg/L)	ML (µg/L)	RL (µg/L) (mg/Kg)
C ₅ -C ₈ Aliphatics	4.4	14	100 10
C ₉ -C ₁₂ Aliphatics	3.4	11	100 10
C ₉ -C ₁₀ Aromatics	0.13	0.41	100 10

Calibration Concentration Levels

Range	Levels (µg/L)	%RSD or CCC	Method of Quantitation
C ₅ -C ₈ Aliphatics	40	6.7	Calibration Factor
	1000		
	2000		
	3000		
	4000		
C ₉ -C ₁₂ Aliphatics	10	0.99	Linear Regression
	250		
	500		
	750		
	1000		
C ₉ -C ₁₀ Aromatics	10	18.00	Calibration Factor
	250		
	500		
	750		
	1000		

Calibration Check Date: 03/22/07

Calibration Check

Range	Levels (mg/Kg) (µg/L)	RPD
C ₅ -C ₈ Aliphatics	2000 200	19.8
C ₉ -C ₁₂ Aliphatics	500 50	12.0
C ₉ -C ₁₀ Aromatics	500 50	7.8

MDL = Method Detection Limit

ML = Minimum Limit

RL = Reportable Limit

RPD = Relative Percent Difference

%RSD = Percent Relative Standard Deviation

CCC = Correlation Coefficient of Curve

**EPH (Aliphatics/Aromatics) Results**

by MDEP-EPH

Client Name: ECSProject Name: CH Parking Lot 5

Sample Information and Analytical Results	
Sample Identification	SB-1
Sample Matrix	Soil
Date Collected	03/18/07
Date Received	03/21/07
Date Extracted	03/23/07
Date Analyzed	03/24/07
Dry Weight	77.5
Dilution Factor	1:1
C ₉ -C ₁₈ Aliphatics*	30 (mg/Kg)
C ₁₉ -C ₃₆ Aliphatics*	12 (mg/Kg)
C ₁₁ -C ₂₂ Aromatics*	19 (mg/Kg)
Aliphatic Surrogate % Recovery	110
Aromatic Surrogate % Recovery	94
Fractionation Surrogate 1 % Recovery	76

Comments:

* = Excludes any surrogates or internal standards.

Lab info: G161-2542-26G

Reviewed By: 

EPH Laboratory Reporting Form

Calibration and QA/QC Information

Initial Calibration Date: 02/14/07

Calibration Ranges and Limits

Range	MDL (2/2004) (µg/L)	ML (µg/L)	RL (µg/L) (mg/Kg)	
C ₉ -C ₁₈ Aliphatics	3.84	12.2	100	10
C ₁₉ -C ₃₆ Aliphatics	0.57	1.8	100	10
C ₁₁ -C ₂₂ Aromatics	4.54	14.4	100	10

Calibration Concentration Levels

Range	Levels (µg/mL)	%RSD or CCC	Method of Quantitation
C ₉ -C ₁₈ Aliphatics	6	4.20	Calibration Factor
	30		
	60		
	120		
	240		
C ₁₉ -C ₃₆ Aliphatics	8	3.6	Calibration Factor
	40		
	80		
	160		
	320		
C ₁₁ -C ₂₂ Aromatics	17	7.2	Calibration Factor
	85		
	170		
	340		
	680		

Calibration Check Date: 03/24/07

Calibration Check

Range	Levels (µg/mL)	RPD
C ₉ -C ₁₈ Aliphatics	120	6.8
C ₁₉ -C ₃₆ Aliphatics	160	0.1
C ₁₁ -C ₂₂ Aromatics	340	-12.7

MDL = Method Detection Limit
ML = Minimum Limit
RL = Reportable Limit

RPD = Relative Percent Difference
%RSD = Percent Relative Standard Deviation
CCC = Correlation Coefficient of Curve



List of Reporting Abbreviations and Data Qualifiers

B = Compound also detected in batch blank

BQL = Below Quantitation Limit (RL or MDL)

DF = Dilution Factor

Dup = Duplicate

D = Detected, but RPD is > 40% between results in dual column method.

E = Estimated concentration, exceeds calibration range.

J = Estimated concentration, below calibration range and above MDL

LCS(D) = Laboratory Control Spike (Duplicate)

MDL = Method Detection Limit

MS(D) = Matrix Spike (Duplicate)

PQL = Practical Quantitation Limit

RL = Reporting Limit

RPD = Relative Percent Difference

mg/kg = milligram per kilogram, ppm, parts per million

ug/kg = micrograms per kilogram, ppb, parts per billion

mg/L = milligram per liter, ppm, parts per million

ug/L = micrograms per liter, ppb, parts per billion

% Rec = Percent Recovery

% solids = Percent Solids

Special Notes:

- 1) Metals and mercury samples are digested with a hot block, see the standard operating procedure document for details.
- 2) Uncertainty for all reported data is less than or equal to 30 percent.



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078392

1 CLIENT: ECS Carolinas, LLP

CONTACT: Sandy Miller PHONE NO: (919) 841-9910

PROJECT: CH Parking Lot 5 SITE/PWSID#: 14973

REPORTS TO: 9901 Glenwood Ave Raleigh NC 27617 E-MAIL:

INVOICE TO: Same QUOTE # P.O. NUMBER

SGS Reference: G1161-2542

9161-2542

PAGE 1 OF 4

No SAMPLE TYPE
CONTAINERS C=COMP G=GRAB

Preservatives Used: - MeOH
Analysis Required: (3) DRO GRO

REMARKS

LAB NO.	SAMPLE IDENTIFICATION	DATE	TIME	MATRIX	No CONTAINERS	SAMPLE TYPE	Preservatives Used	Analysis Required	Chain of Custody Seal: (Circle)
5B-1		3-18-01	0930	Soil	3	G			INTACT
5B-2			0955						BROKEN
5B-3			1020						ABSENT
5B-4			1050						
5B-5			1105						
5B-6			1155						
5B-7			1315						
5B-8			1350						
5B-9			1415						
5B-10			1440						
Collected/Relinquished By: (1)		Date	Time	Received By: (2)	Date	Time	Shipping Container:	Samples Received Cold? (Circle) YES NO	Temperature (C/F)
<u>Sandra Miller</u>		<u>3/20/01</u>	<u>1530</u>	<u>[Signature]</u>					<u>2.5</u>
Relinquished By: (2)		Date	Time	Received By: (3)	Date	Time	Special Deliverable Requirements:	Chain of Custody Seal: (Circle)	
<u>[Signature]</u>				<u>[Signature]</u>	<u>3/20/01</u>	<u>1530</u>			
Relinquished By: (3)		Date	Time	Received By: (4)	Date	Time	Special Instructions:	Requested Turnaround Time:	
<u>[Signature]</u>		<u>3/20/01</u>	<u>16:00</u>	<u>[Signature]</u>	<u>3/21/01</u>	<u>1025</u>		<u>RUSH 3-26-01</u>	
Relinquished By: (4)		Date	Time	Received By: (5)	Date	Time			
<u>[Signature]</u>				<u>[Signature]</u>					



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078164

1				SGS Reference: 6161-2542				PAGE 2 OF 4	
CLIENT: ECS Carolinas, LLP		PHONE NO: 919 841-9910		CONTACT: Sandy Miller		SITE/PSID#: 14913			
PROJECT: CH Parking Lot 5		E-MAIL: 9191 Glenwood Ave		REPORTS TO: Raleigh NC 27617		FAX NO: 919 841-9911			
INVOICE TO: Same		QUOTE #		P.O. NUMBER					
LAB NO.	SAMPLE IDENTIFICATION	DATE	TIME	MATRIX	No	SAMPLE TYPE	Preservatives	Medt	REMARKS
	SB-10 11	3-18-07	1525	Soil	3	G			
	SB-11 12		1550						
	SB-12 13		1607						
	SB-13 14		1705						
	SB-14 15		1725						
	SB-15 16		1740						
	SB-16 17		1815						
	SB-17 18		1830						
	SB-18 19	3-20-07	0920						
	SB-19 20	3-20-07	0952						
5 Collected/Relinquished By: (1) Sandra Miller		Date	Time	Received By: (4) [Signature]	Date	Time	4		
Relinquished By: (2)		Date	Time	Received By: (3) [Signature]	Date	Time	3		
Relinquished By: (3) on ice		Date	Time	Received By: (4) [Signature]	Date	Time	3		
Relinquished By: (4)		Date	Time	Received By: (3) [Signature]	Date	Time	3		
Special Instructions:		Requested Turnaround Time: RUSH 3-26-07		Date Needed		STD			
Shipping Ticket No:		Special Deliverable Requirements:		Chain of Custody Seal: (Circle)		INTACT BROKEN ABSENT			
Samples Received Solid? (Circle) YES NO		Temperature (C): 2.5		[Signature]		[Signature]			



Locations Nationwide

- Alaska
- Louisiana
- New Jersey
- West Virginia
- Hawaii
- Maryland
- North Carolina

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2 P.O. NUMBER			
LAB NO.	SAMPLE IDENTIFICATION	DATE	TIME

[illegible]

☐ 200 W. Polk Drive
 Anchorage, AK 99518
 Tel: (907) 562-2343
 Fax: (907) 561-6301
☐ 5500 Business Drive
 Wilmington, NC 28405
 Tel: (910) 350-1903
 Fax: (910) 350-1557

☐ 1258 Greentree Street
 Charleston, WV 25311
 Tel: (304) 346-0725
 Fax: (304) 346-0761

White - Retained by Lab
 Yellow - Returned with Report