

# AGREEMENT FOR IMPROVEMENT OF CULTURAL FACILITIES FOR PUBLIC USE FUNDED WITH BOND FUNDS

This agreement for improvement of a cultural facility used by the public and funded with bond funds (**Agreement**) is effective as of the last date signed by the Parties. This Agreement is between the City of Austin (**City**), a Texas home rule city and municipal corporation, and Mexic-Arte Museum, a Texas non-profit corporation (**Mexic-Arte**).

## 1. RECITALS

- A. Pursuant to a services agreement (**2001 Agreement**) executed January 12, 2001, between the City and Mexic-Arte, Mexic-Arte occupies, and operates a museum located at Lot 6, Block 42, of the Original City of Austin, Travis County, Texas, according to map or plat recorded in the General Land Office of the State of Texas, and known locally as 419 Congress Avenue, Austin, Texas 78701 (**Premises**). Mexic-Arte operates the Premises primarily as a museum open to the public and used by the public. Pursuant to the 2001 Agreement, Mexic-Arte was to have completed improvements to the Premises within 15 years of the effective date of the 2001 Agreement. Mexic-Arte was to have paid for all costs and expenses associated with construction of those improvements, subject to such contribution as may be made by the City under separate agreements between the City and Mexic-Arte. This Agreement is intended by the parties to be the Agreement providing for City bond funds to be contributed to improvements to that museum.
- B. Pursuant to City Ordinance No. 20060824-006 passed on August 24, 2006, the City Council of the City approved a special bond election to consider the issuance of general obligation bonds, the proceeds of which would be used for various projects including the public purpose of constructing, renovating, improving and equipping community and cultural facilities, including the Mexic-Arte Museum (**Proposition 4**).
- C. Proposition 4 was approved by City of Austin voters on November 7, 2006.
- D. Mexic-Arte Museum is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (**IRC**) that is exempt from federal income taxes under section 501(a) of the IRC.

E. The City and Mexic-Arte (sometimes referred to collectively as the **Parties** and each singly as a **Party**) wish to execute this Agreement to govern the distribution of the City's disbursement of the Bond Funds to the Project.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## 2. DEFINED TERMS

**Amended Services Agreement** means the 2001 Agreement as restated and amended by the Parties and executed contemporaneously with this Bond Fund Agreement.

**Architect/Engineer (A/E) Services** will consist of services provided in accordance with the agreement by and between Mexic-Arte and the A/E.

**Bond Funds** means the \$5,000,000 from Proposition 4 from the 2006 Bond Election.

**Business Plan** means a plan prepared by a consultant of Mexic-Arte's choosing, or a qualified person on Mexic-Arte's staff or board, that demonstrates that Mexic-Arte has sufficient budgeted funds to maintain and operate the Improvements during the first three years after construction is complete.

**Change Order** means a change in the agreement executed by and between Mexic-Arte and the Contractor for construction related services as contemplated in this Agreement.

**Change In Scope Of Work** means a change in the agreement executed by and between Mexic-Arte and the A/E for professional services as contemplated in this Agreement.

**City Project Manager** or **City PM** means the individual designated by the City Manager as a project manager to act on behalf of the City with respect to the day-to-day administration of this Agreement. The City PM will: (i) act as a single point of contact to facilitate communication between the Parties; (ii) schedule project development meetings between the Parties to discuss the Project and the Improvements only on an as-needed basis; and (iii) act as a conflict resolution facilitator in connection with the matters arising under this Agreement. The City further agrees to grant the City PM the maximum authority allowed by City policy and regulations and by State and Federal law to approve Change Orders and make

other decisions with respect to the design and construction of the Project, without the necessity of approval from other City representatives.

**City Contribution** means a maximum of \$5,000,000 to be used for the design and construction of Improvements to Mexic-Arte Museum for public use in furtherance of Proposition 4. The City Contribution to this project that is available for Mexic-Arte to use for design and construction is the Bond Funds less the debt service cost for bond issuance, and less the City staff costs charged to this project in accordance with City practice, and less Art in Public Places funds. Those costs are estimated at: \$130,000.

**Contractor** means the entity hired by Mexic-Arte to deliver the construction related services for the construction of the Improvements.

**Contractor Services** are services provided in accordance with the agreement by and between Mexic-Arte and the Contractor.

**Effective Date** means the last date this Agreement is signed by Mexic-Arte and the City.

**Exhibits** means the documents attached to this Agreement. Specifically the Exhibits to this Agreement are:

- Exhibit A 2010 Master Lease**
- Exhibit B 2010 Sublease**
- Exhibit C 2010 Amended and Restated Services Agreement**
- Exhibit D Insurance and Bond Requirements**
- Exhibit E Milestone Deliverables**
- Exhibit F 1999 Asbestos Survey**

**Final Plans** means the revised approved Plans at the end of the construction document phase.

**Identified Documents** means all of the Plans, as well as any and all Change Orders, all other engineering studies, reports, plans, or other materials in any way relating to the Improvement of the Premises.

**Improvements** means all the Work for the Project to be completed pursuant to this Agreement.

**Milestone Deliverables** means those contract deliverables from the Project Team delivered at critical times during the design and construction phases of the Project and more particularly described in **Exhibit E**.

**Procurement Documents** means the City of Austin's standard professional services agreement for A/E services and standard construction contract bid documents for construction services available on the City of Austin Public Works Department and Contract and Land Management Department web sites.

**Professional Agreement** means any agreement with the Project Manager, Architect/Engineer, and Contractor, and any subcontractors.

**Project** means the improvement of the Mexic-Arte Museum as contemplated by this Agreement.

**Project Manager (PM) Services** will consist of services provided in accordance with the proposal accepted by the City as set out in the Project Manager solicitation documents prepared by the City and the agreement by and between Mexic-Arte and the PM.

**Project Team** means the City PM, the Project Manager hired by Mexic-Arte, the Architect/Engineer hired by Mexic-Arte and the Contractor hired by Mexic-Arte for design and construction of the Improvements.

**Property** means the property leased to the City by Mexic-Arte and subleased back to Mexic-Arte by the City. The Property is described in the 2010 Master Lease which is attached to this Agreement as **Exhibit A** and the 2010 Sublease which is attached to this Agreement as **Exhibit B**.

**Services Agreement** means the 2010 Amended and Restated Services Agreement between the City and Mexic-Arte, attached to this Agreement as **Exhibit C**, which amends, restates, and replaces the 2001 Agreement.

**Substantially Complete** means the state in the progress of the Work when the Work, or designated portion of the Work, is sufficiently complete in accordance with the Agreement so the owner can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the City.

**Work** means the entire completed construction including the services of the Project Manager, Architect/Engineer and Contractor necessary or incidental to fulfill respective obligations, required to be furnished as set out in respective contracts and contract documents.

### 3. DESIGN AND CONSTRUCTION OF THE PROJECT

**a. Project Manager Contract Procurement and Management.** Unless the last sentence of this Section 3.a. applies, the City shall procure PM services. If the City procures the PM services, the PM short list must be approved by both the City and the Board of Directors of Mexic-Arte, which approval shall not be unreasonably withheld. Mexic-Arte shall have the right to review and participate in the final selection of the PM, but the final selection shall be made by the City. If the City is paying for PM services, procurement must be made using the City's Procurement Documents. Mexic-Arte shall be responsible for the negotiation of the PM agreement. Upon completion of the PM agreement, Mexic-Arte shall provide a copy of the final agreement to the City for its approval, which shall not be unreasonably withheld. No Change in Scope of Work shall be made to the PM agreement by Mexic-Arte without the prior written approval of the City, which approval shall not be unreasonably withheld. Notwithstanding any of the foregoing provisions of this Section 3.a., Mexic-Arte shall have the right to select the PM if Mexic-Arte pays for the PM from sources other than Bond Funds or other City funds; provided, the qualifications of the PM selected by Mexic-Arte must be acceptable to the City, but the City shall not unreasonably withhold its acceptance.

**b. A/E Services Contract Procurement and Management.** Mexic-Arte shall procure A/E services in accordance with all applicable laws relating to public procurement. If the City is paying for A/E services, procurement must be made using the City's Procurement Documents. The City shall have the right to review and participate in: the approval of the procurement process, the committee formed for the selection of the A/E short list, and the final selection made by Mexic-Arte. Mexic-Arte shall be responsible for the negotiation of the A/E agreement. Upon completion of the A/E agreement, Mexic-Arte shall provide a copy of the agreement to the City for its approval, which shall not be unreasonably withheld. No Change In Scope of Work shall be made to the A/E agreement by Mexic-Arte without the prior written approval of the City, which approval shall not be unreasonably withheld.

**c. Contractor Services Procurement and Management.** Mexic-Arte shall procure the Contractor services in accordance with all applicable laws relating to public procurement. If the City is paying for Contractor Services, procurement must be made using the City's Procurement Documents. The City shall have the right to review and participate in: the approval of the procurement process, the committee formed for the selection of the Contractor short list, and the final selection made by Mexic-Arte. Mexic-Arte shall be responsible for the negotiation of the Contractor agreement. The Contractor agreement will contain a provision for establishing a guaranteed maximum price, or prices. Upon completion of the Contractor agreement, Mexic-Arte shall provide a copy of the final agreement to the City for its approval, which shall not be unreasonably

withheld. No Change in Scope of Work shall be made to the agreement by Mexic-Arte without the prior written approval of the City, which approval shall not be unreasonably withheld.

**d. Assignment:** The Project Manager, Architect/Engineer and Contractor, agreements (**Professional Agreements**) between Mexic-Arte and these identified entities are each subject to the following default and assignment provision: In the event of a material default of Mexic-Arte of its obligations under each of the agreements, the City of Austin may, but is not required to, assume the rights and responsibilities of Mexic-Arte.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, legal representatives and assigns; but Mexic-Arte may not transfer its rights or obligations under this Agreement without the prior written consent of the City and this consent may be withheld in the City's sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, Mexic-Arte may, with the prior approval of the City, which the City shall not unreasonably withhold, collaterally pledge the Professional Agreements to any lender who provides Mexic-Arte its working line of credit for the Improvements to be completed as set out in this Agreement, provided, to the extent the lender exercises its rights under its collateral security and pledge agreements, the lender or its affiliates or approved assignee agree to perform or assume the obligations of Mexic-Arte under the 2010 Master Lease and this Agreement, and in such case the City will hold a second and inferior collateral assignment. The lender's prior security interest shall contain provisions that the lender shall comply with all laws applicable to the Project.

**e. Wage Rates/Prevailing Wage:** Mexic-Arte, in its administration of procurements, must comply with, and will require its Contractor and subcontractors supplying construction labor or materials to the Project to comply with the City's prevailing wage requirements, described in Resolution No. 20080605-047, throughout solicitation of any construction contract or procurement of services relating to the construction of Improvements pursuant to this Agreement. The City has adopted the general prevailing rate of per diem wages established by the U.S. Department of Labor for work of similar character in the locality in which the work is performed as the minimum per diem wages to be paid in connection with a City of Austin public improvement project for the construction of public buildings. The rates to be paid by the City in these projects are the rates in effect for Travis County at the time the City advertises these projects for bid. The Resolution adopts the same wages for public-private projects such as this one in which the City is a participant.

f. **M/WBE:** Commencing on the Effective Date, with respect to the design and construction of the Improvements, Mexic-Arte, its A/E, and its Contractor will meet the following annual ethnic and gender specific participation goals or demonstrate their good faith efforts to meet these goals:

	Professional Services Participation Goals	Construction Participation Goals
African-American –owned Business Enterprises	1.7%	1.7%
Hispanic-owned Business Enterprises	9.5%	9.7%
Asian-American and Native American-owned Business Enterprises	5.3%	1.5%
Women-owned Business Enterprises	14.2%	12.6%

The City will provide a list of certified firms to Mexic-Arte from which Mexic-Arte shall solicit participation in the design and construction of the Improvements; Mexic-Arte may solicit participation from firms not on the list, but only City certified firms can be used towards meeting participation goals or demonstrating good faith efforts. The City will assist Mexic-Arte to identify potential scopes of work, establish the bid packages available, schedule and host outreach meetings, and assist Mexic-Arte in soliciting M/WBE firms to provide bids. The foregoing shall not require Mexic-Arte to solicit participation during a period in which Mexic-Arte is not designing or constructing the Improvements, but rather, requires Mexic-Arte to incorporate the standards and principles of the M/WBE Ordinance into its development process as and when such process exists. If Mexic-Arte solicits and selects its Contractors in accordance with applicable laws, including applicable City ordinances and resolutions, then the City’s approval of the hiring of these Contractors will not be unreasonably withheld.

Beginning at the end of the first quarter, Mexic-Arte shall provide quarterly reports to allow the City’s Small and Minority Business Resources Department to track (A) the utilization on a percentage basis of minority-owned and women-owned business enterprise firms in the design and construction of the improvements; and (B) Mexic-Arte’s efforts to implement Resolution No.

20071109-127 relating to M/WBE compliance. The City shall provide the forms to be used by Mexic-Arte in submitting these reports.

**g. LEED Certification Objective:** Mexic-Arte shall take steps to insure that its design and construction comply with City requirements relating to Leadership in Energy and Environmental Design (LEED) Rating System as noted in the LEED Resolution 20071129-045. Mexic-Arte will, at a minimum, achieve LEED-CI (Commercial Interiors) Silver certification for the Improvements depending upon the budget and scope of the Project.

**h. Compliance With Applicable Codes, Ordinances and Resolution No. 20071129-046.** Mexic-Arte shall comply with all applicable City codes and ordinances, including: (i) all future buildings and site developments shall meet all applicable provisions of Subchapter E of Chapter 25-2 of the Land Development Code (Commercial Design Standards); (ii) the development process for any building and associated site development shall include consultation with the Watershed Protection Department and/or the Planning Review Department to look for commercially reasonable opportunities to include green infrastructure and innovative stormwater facilities (if appropriate for the Improvements) such as biofiltration ponds, rainwater harvesting, porous pavement, vegetative filter strips for disconnected impervious cover, non-required vegetation, native landscapes to achieve carbon sequestration, and others as developed by the Department, and that these facilities be designed and implemented in such a way that enables ongoing monitoring; and (iii) Mexic-Arte shall present Plans for the Improvements, which are feasible under the circumstances and the Project Budget and given the nature of the Project, to the Design Commission to ensure they demonstrate compliance with City design and sustainability standards, and if this review process is applicable then this presentation shall take place early enough in the development process to enable incorporation of improvements that result from this consultation.

**i. Asbestos and Lead-containing Materials Survey:** On May 14, 1999, HBC Engineering, Inc. completed the Comprehensive Asbestos Survey For Assessing of Asbestos Containing Building Materials report for the buildings located at 413, 415, 417, and 419 Congress Avenue. The report indicates the presence of asbestos-containing materials. Prior to the commencement of the schematic design phase, Mexic-Arte shall procure environmental services to conduct an updated asbestos-containing and lead-containing materials survey and prepare an updated report. If warranted based on the results of that updated survey, Mexic-Arte's design and construction of the Improvements shall include the work required to abate or encapsulate asbestos or lead containing materials to meet appropriate requirements of applicable law.

**j. Design:**

**i. Feasibility Study:** Prior to the commencement of the schematic design phase, Mexic-Arte will complete and submit the Feasibility Study to the City that confirms the proposed scope of work is within the \$5,000,000 project budget, or within that amount plus any other funds that Mexic-Arte has raised for the Improvements.

**ii. Design Review, Approval and Authorized Changes:** At completion of each Milestone Deliverable, Mexic-Arte shall submit to the City's PM one half-size set of drawings and complete project manual (**Plans**) and an updated statement of probable construction costs for the City's review and confirmation that the Plans conform to the Feasibility Study or any previously approved Plans. The City's PM shall advise Mexic-Arte within ten (10) business days after receipt of the Plans if any portion or component of the Plans violates a provision of this Agreement and provide a detail of the violations. If Mexic-Arte is advised that its Plans violate this Agreement, Mexic-Arte shall immediately revise the Plans to comply with this Agreement. The City PM is not responsible for obtaining any building permit or certificate of occupancy for the Premises. Mexic-Arte shall commence construction only after it has received confirmation from the City PM that the Plans conform to the Feasibility Study and Mexic-Arte has obtained all required governmental permits for the identified scope of work. No material Change Order to the Final Plans may be made without the prior written consent of the City's PM, which consent shall not be unreasonably withheld or delayed. All other Change Orders to the Final Plans shall be approved by the City as long as they materially conform to the Feasibility Study or any previously approved Plans, the Project Budget and this Agreement. Approval of Plans whether final or not under this paragraph does not constitute approval by the City, or any City department, of the Plans, or any component of the Plans in the City's regulatory capacity.

**iii. Ownership of Plans and Specifications:** Subject to the legal interests of the A/E and any production professionals, ownership of all of the architectural, engineering, design and similar plans and studies for the Project (Identified Documents) vests in Mexic-Arte during the term of the 2010 Master Lease. Mexic-Arte will have the absolute right to use of these Identified Documents in connection with the Premises during the term of the 2010 Master Lease without consent of the City. Subject to the legal interests of the A/E and any production professionals, ownership of the Identified Documents vests in Mexic-Arte at the termination of the 2010 Master Lease, no matter how such termination occurs. Mexic-Arte, whether from Bond Funds or other sources, is solely responsible for the payment of all fees and expenses in connection with the preparation and use of the Identified Documents. The City will obtain any written consents and confirmations as the City may request from the appropriate parties allowing the

City use of the Identified Documents for the Premises only during the term of the 2010 Master Lease and any subsequent lease between the Parties. At Final Completion, Mexic-Arte shall provide the City with its own copy of the Identified Documents. During the term of this Agreement, the City shall be entitled to additional copies of the Identified Documents at any time and from time to time, from Mexic-Arte, if the City pays reproduction costs.

**k. Art In Public Places (AIPP):** Mexic-Arte shall comply with the City of Austin Art In Public Places requirement in connection with the Improvements. The contribution is estimated at \$87,000. The art will be owned by the City. The art must be incorporated into **either the right of way, on an exterior building façade, in an interior space visible by the public from outside the museum or visible and accessible from a public interior space that does not require an entrance fee** or other area visible to the public outside the museum. Effort shall be made by both parties to coordinate installation of the art with the construction schedule for the building.

**l. Permits and Fees:** Mexic-Arte has the sole responsibility and duty to obtain permits and pay fees associated with the permits for the Improvements it makes to the museum pursuant to this Agreement.

**m. Zoning, Site Plan, and Building Permits:** Mexic-Arte is responsible for insuring that it has obtained appropriate zoning, site plan, and building permit approvals during appropriate times in the design and construction process. Mexic-Arte is also responsible for compliance with the zoning, site plan, and building permits during the design, construction, and operation of the Improvements.

**n. Construction Commencement and Completion:**

- i. Time of Performance.** No later than 45 days after the City issues the last of any required construction permits for this Project and in no event later than June 30, 2012, Mexic-Arte shall begin bona fide interior or exterior deconstruction of the premises, as the case may be, in preparation for the construction of this Project. Mexic-Arte shall diligently pursue completion of this Project and shall Substantially Complete this Project no later than December 31, 2013. Mexic-Arte shall complete work on the punch list items no later than 30 days after it identifies the items for the punch list (**Final Completion**). The City shall extend the dates set out in this section for good cause and for events of Force Majeure. Good cause includes, but is not limited to, additional time needed to properly address environmental issues as set forth in 3(i) above.
- ii. Construction Standards and Liens.** All improvements must be constructed in accordance with the following construction standards:

  - (a) Construction must be performed in a good and workmanlike manner in accordance with the Final Plans.
  - (b) Construction must be completed using good industry practice for the type of work in question.
  - (c) The materials and workmanship must be of a quality greater than or at least equal to the standards set out in the Final Plans.
  - (d) All construction must be designed and constructed in compliance with all applicable building codes, ordinances, and other laws or regulations of governmental authority having jurisdiction over the construction.
  - (e) The work must also comply with the City of Austin's MBE/WBE program requirements for construction projects.
  - (f) The work must comply with the Americans with Disabilities Act requirements applicable to municipally owned and operated facilities.
  - (g) No construction or work may be commenced until all licenses, permits, and authorizations required of all governmental authorities having jurisdiction necessary to commence construction have been obtained.
  - (h) Mexic-Arte shall have obtained and shall maintain in effect the insurance coverage required by this Agreement and the 2010 Master Lease with respect to the Project.

- (i) After commencement, the construction or work being performed must be prosecuted substantially within the time schedules and deadlines under this Agreement.
- (j) Mexic-Arte shall have no right, authority, or power to bind the City or any interest of the City in the Premises for labor, materials, or any other charge or expense incurred in construction of any improvements or other work done on the Premises.
- (k) Mexic-Arte shall take no action to render the City liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection with any work performed on the Premises and Mexic-Arte shall in no way be considered as the agent of the City in the construction, erection, or operation of any improvements made on the Premises.
- (l) If any liens or claims for labor or materials supplied or claim to have been supplied to the Premises are filed, Mexic-Arte shall promptly pay or bond such liens to the City's reasonable satisfaction or otherwise obtain the release or discharge of the lien or claim.
- (m) Repairs: if, during construction, Mexic-Arte damages any property of the City, Mexic-Arte shall be responsible for such damage and shall repair it at Mexic-Arte's sole cost and expense. This provision is not intended to limit Mexic-Arte's right to seek repair of damage, or payment to repair damage, from a person or entity hired by it to complete construction, if the damage was caused by that person or an agent of the entity. However, Mexic-Arte is ultimately responsible for taking the necessary steps to insure that the repair is completed in accordance with applicable codes and standards and paid for from funds that are not the City's funds.

#### 4. PROJECT DEVELOPMENT COSTS

**a. Project Budget:** The project budget shall include all costs incurred in connection with the design and construction of the Improvements, including the following: project management fees, professional services fees, City departmental costs relating to PM solicitation, site development costs, deconstruction costs, excavation costs, construction costs, fixed equipment costs, project contingencies, AIPP and the cost of debt issuance. Subject to Section 7.b.(2) of this Agreement, the Party requesting the change order, if not approved by the other Party, shall pay for all changes which are required for the change order. It is the intent of the Parties that this provision shall not apply to those Change Orders necessary to comply with the building codes and ordinances, or where the Change Order or Change in Scope Of Work results from the unavailability of materials or errors or omissions in the Final Plans. It is the intent of the Parties that neither Party shall

make a financial commitment, which would result in a cost over-run within an individual cost category shown on the Project Budget, without the concurrence of the other Party. The Parties agree that any savings that may occur, no matter how they occur, within the individual cost categories shown on the Project Budget shall be applied to other cost categories within the scope of the Project as Mexic-Arte may elect. Bond funds shall not be spent on: furniture, moveable items such as appliances, computers, office equipment, telephones, and office or museum supplies. Bond funds shall not be spent on any other items that are not affixed to the museum and that are not directly used in providing museum services.

**b. Fiscal Planning:** Before commencement of construction, if Project Budget exceeds remaining available Bond Funds, Mexic-Arte shall submit to the City supporting evidence that it has sufficient pledges for capital contributions, and/or contractual commitments including loan commitments, grants, and cash together with the Bond Funds to enable Mexic-Arte to complete the Improvements and to pay all associated costs. Upon receipt of the submittal by Mexic-Arte, the City shall confirm the sufficiency of the supporting evidence and promptly notify Mexic-Arte if the submittals are not sufficient and the reason for their insufficiency. Mexic-Arte shall also submit its **Business Plan** prepared by a consultant of Mexic-Arte's choosing or internally by Mexic-Arte's staff that shall demonstrate that Mexic-Arte has sufficient budgeted funds to maintain and operate the Improvements during the first three years after construction is complete. The City shall confirm the sufficiency of the Business Plan and promptly notify Mexic-Arte if it is insufficient and the reason for its insufficiency.

**c. Budget Changes:** Mexic-Arte may not increase the Project Budget without the City's prior written consent. Mexic-Arte may decrease the Project Budget or shift allocations to budget line items without changing the total Project Budget without the City's approval or consent, provided however, Mexic-Arte will provide the City with a copy of the amended Project Budget in such case. Mexic-Arte may not decrease the Project Budget in a way that results in a material diminution in value of the Improvements without approval of the City. Review by the City shall be completed within two weeks of any submittal under this paragraph and approval of the change will not be unreasonably withheld.

**d. City Contribution:**

**i. Disbursement:** Mexic-Arte may use up to 10% of the Bond Funds to assist in the planning/programming and design phases of this Project (**Planning Allocation**). The City will make periodic (but not more than once a month) disbursements of the 10% of the Bond Funds for the planning/programming and design phases. The City will make periodic (but not more than once a month) disbursements of the remainder of the City Contribution which will be used by

Mexic-Arte solely with respect to the design development and construction of cultural facilities for public use in furtherance of Proposition 4.

All disbursements of the City Contribution will be disbursed at the City's option: (aa) by the City's check delivered to Mexic-Arte; (bb) by the City's wire transfer to a federally insured account directed by Mexic-Arte; or (cc) by direct or joint check payment to any or all persons or entities entitled to payment for work performed on, or materials delivered to, or services performed in connection with such disbursement, in the event a claim has been filed or a dispute has occurred with a sub-contractor providing labor, services or materials to the Project.

The City will not reimburse Mexic-Arte for Improvements, changes in Scope of Work, and worked performed pursuant to Change Order unless this work was approved by the City PM prior to the work being done and before Mexic-Arte requests reimbursement.

**ii. Conditions Precedent to Disbursement:** The City's obligation to contribute the City Contribution will be subject to the satisfaction of the following conditions:

- (a) Mexic-Arte is not in material default of any of its obligation under the 2010 Master Lease and this Agreement and, if any such material default did occur, the default has been cured, and no event or circumstance exist which with the passage of time or giving of notice would constitute an event of material default by Mexic-Arte under the terms of the 2010 Master Lease and this Agreement.
- (b) To the extent that any portion of the City Contribution will be used to construct an improvement under the 2010 Master Lease, Mexic-Arte has satisfied the conditions precedent under the 2010 Master Lease for the design and construction of such improvement, the improvement complies with the use of premises conditions in the 2010 Master Lease, and it complies with the conditions of this Agreement.
- (c) At least thirty (30) calendar days prior to the date of the requested disbursement of the City Contribution, Mexic-Arte shall deliver to the City PM the following:

- 1. A pay request approved by Mexic-Arte or other form of invoice from Mexic-Arte evidencing the draw amount due;

- (A) For construction services performed or materials delivered: the supporting application for payment in the form reasonably approved by the City, showing the schedule of values, by trade, of percentage of

completion of the Improvements detailing the portion of work completed and the portion not completed as of the date of the application for payment, updated progress schedule and monthly subcontractor report in a form reasonably approved by the City, and if requested by the City, copies of invoices from Contractors and subcontractors (**Mexic-Arte Contractors**) for services and labor rendered and materials delivered to the Premises with respect to the Improvements.

(B) For all construction services regardless of how performed:

(i) No later than final payment for the construction services, executed conditional mechanic's lien releases from all Mexic-Arte Contractors (along with unconditional mechanics lien releases with respect to payments made pursuant to Mexic-Arte's prior submission under this Agreement) in recordable form.

(ii) Records reasonably satisfactorily documenting to the City that Mexic-Arte has complied with Chapter 271 Subchapter H of the Texas Local Government Code relating to alternative project delivery methods (if applicable).

(C) For professional services under the Professional Agreements, copies of invoices from all professional services firms of Mexic-Arte or Mexic-Arte Contractors for professional services rendered to the Premises with respect to each Improvement.

(D) Other than for the professionals under the Professional Agreements, records satisfactorily documenting to the City that, with respect to any engineering or architectural fees to be paid by the City Contribution, Mexic-Arte has selected the applicable engineer or architect through a "Request for Qualification" process approved by the City.

(E) For all requested disbursements of the City Contribution, any and all other information reasonably requested by the City, which has not been previously provided.

**e. Mexic-Arte Covenants:**

**i. Contribution Requirements:** Mexic-Arte and the City understand and agree that the Premises and the uses of the Premises are subject to the 2010 Master Lease and the Amended Services Agreement by and between the City and Mexic-Arte and the Parties agree this Agreement shall not remove any rights and privileges Mexic-Arte may have under the 2010 Master Lease.

- ii. **Milestone Deliverables:** Mexic-Arte shall during the course of the design phase and the construction phase deliver either by mail or hand delivery to the City PM the Milestone Deliverables. The City will not reimburse for goods and services related to a Milestone Deliverable unless the prior Milestone Deliverable has been completed by Mexic-Arte and approved by the City.
  
- iii. **Financing:** In satisfying Section 4.b. above, if a contractual commitment includes financing, that financing will be on terms and conditions acceptable to Mexic-Arte and reasonably acceptable to the City. The City agrees that Mexic-Arte may assign or pledge its leasehold interest under the 2010 Master Lease whereby such lender or such lender's affiliate or approved assignee shall have as a remedy, but not the obligation, to assume the obligations of Mexic-Arte under the 2010 Master Lease, the Operating Agreement and this Agreement and such right shall be approved by the City so long as the City has an assignment of such interest inferior to such lender. The contractual commitments may include a combination of Mexic-Arte financing, cash, and pledges, reasonably acceptable to and confirmed by City, all of which are available and restricted for the purpose of payment of construction costs. Mexic-Arte shall identify any additional sources of revenue to repay any financing for the Project.
  
- iv. **Construction Accounts:** Prior to the commencement of construction, Mexic-Arte shall establish a separate segregated series of construction accounts (**Construction Accounts**) at one or more federally insured financial institutions of Mexic-Arte's choosing. The Construction Accounts may be maintained by Mexic-Arte at the financial institution, if any, that serves as trustee for any other financing maintained by Mexic-Arte. The Construction Accounts may be used only for the purpose of the deposit and withdrawal of construction funds including Bond Funds and the deposit and withdrawal of funds for debt service on Mexic-Arte's financing of the Improvements. No other funds may be commingled in the Construction Accounts. Mexic-Arte shall furnish to the City satisfactory information on the Construction Accounts including the amounts on deposit prior to commencement of planning and design of the Improvements. Mexic-Arte shall furnish, at the City's request, at any reasonable time, any additional information as the City may request regarding the Construction Accounts until completion of the Improvements.

f. **Bond Covenant:** The City and Mexic-Arte understand and acknowledge that the City may finance the City Contribution with the proceeds of obligations,

the interest on which is excludable from gross income for federal income tax purposes (**Tax Exempt Bonds**) and, in connection with the Tax Exempt Bonds, the City will make certain covenants, representations and provisions to assure compliance with the IRC and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto relating to Tax Exempt Bonds. Mexic-Arte agrees to take, or refrain from, actions to ensure the Tax Exempt Bonds satisfy such covenants, representations and provisions. In particular, but not by way of limitation, Mexic-Arte will not use or permit the City Contribution, or the property financed with Tax Exempt Bond Funds to be used (i) in any activity which constitutes an unrelated trade or business within the meaning of Section 513 of the IRC or (ii) by any person other than a governmental person or an exempt organization described in Section 501(c)(3) of the IRC. Moreover, if the IRC is amended, or regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Tax Exempt Bonds or if it is determined by a court of applicable jurisdiction that this Agreement fails to comply with the terms of the IRC, then the City and Mexic-Arte agree to renegotiate, in good faith, to amend or replace this Agreement in order to comply with the additional requirements only to the extent necessary to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds.

## **5. OPERATIONS AND MAINTENANCE**

**a. Mexic-Arte Responsibilities:** Mexic-Arte has the obligation to operate and maintain the Premises in accordance with the terms and conditions of the 2010 Master Lease and the Amended Services Agreement.

**b. Museum Programming:** Museum Programming shall be in accordance with the 2010 Master Lease and Amended Services Agreement.

**c. Naming and Sponsorship:** Mexic-Arte shall have the sole right to contract for and grant sponsorships, advertising space and naming rights for areas, events, programs, and advertising panels involving the Premises subject to applicable laws, zoning and ordinances, and subject to the advance written approval by the City of said sponsorships, advertising and naming rights, which disapproval shall only be for the violation of such name or sponsorship of the IRC or the provisions below and such approval shall not be unreasonably withheld or delayed. Sponsorships, advertising and/or naming rights involving the Premises shall not promote, advertise or relate to alcohol or tobacco products or companies or be of a non-commercial or cause-oriented nature (e.g. promoting or criticizing a political party, public official or candidate; a political or social cause or movement; or a religion or religious establishment or movement) and shall not include any reference to any proper geographic name, unless such reference (i) is to "Austin" or the "City of Austin" or (ii) is part of the proper name of a person or

entity selected as a sponsor pursuant to this Section. If the named portion of the museum is destroyed or severely damaged, or Mexic-Arte determines it will not maintain the museum, or determines that the museum will be renovated, replaced, relocated or significantly modified or upgraded, then Mexic-Arte shall consult with the donor, if available, and the City, and come to a mutually agreeable decision with regard to the naming. If the donor fails to timely fulfill its gift commitment, or if the donor, any of its affiliated entities, or any of their respective principals are involved in any type of material ethical violation as approved by a court of law, or administrative hearing, or criminal convictions, or Mexic-Arte reasonably and in good faith determines that circumstances have changed such that donor's public image, products or services conflicts with the purposes or mission of Mexic-Arte, then Mexic-Arte, in its sole discretion, may remove the naming from the facility, and Mexic-Arte shall provide in its future donor contracts that it shall have no further obligation or liability to donor and shall not be required to return any portion of the gift already paid. No rights or privileges shall be granted by Mexic-Arte in exchange for naming and sponsorship that would impair the tax-exempt status of the bond funds used for the improvements. Nothing in this section shall be construed to prohibit Mexic-Arte from referring to itself by any medium as the "Official Mexican Art Museum of Texas".

## 6. INSURANCE AND INDEMNITY

**a. Mexic-Arte and its Consultants and Contractors' Insurance and Bonding:** Mexic-Arte shall require that any professionals or other persons under the Professional Agreements maintain the insurance and bonds required by the City and listed in the **Exhibit D** attached to this Agreement, the Amended Services Agreement, and the 2010 Master Lease. If any additional insurance or bonds are required by Federal or State law or by local ordinance, Mexic-Arte shall also require the persons and firms hired by it for design and construction of the Improvements under the Professional Agreements to have that insurance and bonding in place throughout their work on the Improvements. In the event of any material defects in design, materials or workmanship resulting from the work of the A/E, Mexic-Arte PM, Contractor, or any other production professionals occurs, Mexic-Arte agrees, if advised by its legal counsel, to pursue any causes of action it may have against the appropriate party, or at the option and request of the City, assign to the City such cause of action, subject to any superior rights Mexic-Arte's lender may have in the cause of action.

**b. Indemnity – Patent or Copyright:** The Contractor shall protect, hold harmless and indemnify Mexic-Arte and the City of Austin from and against all claims, damages, judgments, and losses arising from infringement or alleged infringement of any United States patent or copyright that arise out of any of the work performed by the Contractor or used by the Contractor, or by the City, or

Mexic-Arte at the direction of the Contractor of any article or material to be constructed pursuant to this Agreement. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, Mexic-Arte shall promptly notify the Contractor and the Contractor shall be given full opportunity to negotiate a settlement. The Contractor does not warrant against infringement by reason of Mexic-Arte's or the Project A/E's design of articles or their use in combination with other materials or in the operation of any process relating to the Improvements to be constructed pursuant to this Agreement. In the event of litigation, Mexic-Arte agrees to cooperate reasonably with the Contractor and all parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

**c. Indemnification of Certain Entities:** Mexic-Arte shall include in its Professional Agreement negotiated with the Contractor for the Project, a provision that the Contractor covenants and agrees to fully indemnify and hold harmless Mexic-Arte, the City, the Architect/Engineer, and their respective current and former employees, officers, directors, volunteers, agents and representatives (**Indemnified Entities**), individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage, (**Claims**) made upon any Indemnified Entity directly or indirectly arising out of, resulting from, or related to: (i) a violation or alleged violation of any ordinance, regulation, statute, or other legal requirement by the Contractor or any of its agents or employees; or (ii) the Contractor's activities under its Professional Agreement, including any negligent acts or omissions of the Contractor, any agent, officer, director, representative, employee, consultant occurring in the performance of the rights and duties under its Professional Agreement. This indemnification paragraph shall not apply to any Claims resulting from the negligence of any of the Indemnified Entities, but shall include Claims attributable to the extent of the Contractor's sole, contributory, partial, joint, comparative, or concurrent acts, omissions, or negligence of Contractor or any subcontractor under the Contractor.

**d. Payment and Performance Bonds:** Mexic-Arte agrees to and shall require the Contractor (as identified in the Professional Agreement) to name the City of Austin as co-obligee on the payment and performance bonds. The payment and performance bonds required of the Contractor under this Agreement shall be in accordance with the specifications provided in **Exhibit D** attached to this Agreement.

**e. Assumption:** In contracting with the A/E, the production professionals, and the Contractor, Mexic-Arte will require that each contract, including the Identified Documents, provide that it can be assumed by the City in the event of a

termination of the 2010 Master Lease due to an uncured default by Mexic-Arte, subject to the rights of Mexic-Arte's lender.

## 7. EVENTS OF DEFAULT AND REMEDIES

**a. Mexic-Arte's Default and the City's Remedies:** Mexic-Arte shall be in default under this Agreement if Mexic-Arte fails or refuses to perform Mexic-Arte's obligations under this Agreement, or if any representation or warranty made by Mexic-Arte pursuant to this Agreement becomes untrue, and after thirty (30) days' notice of an event of default from the City there is no cure of the default by Mexic-Arte. Mexic-Arte shall not be in default if the cause of the default was a default by the City. If Mexic-Arte is in default under this Agreement after the expiration of the cure period, the City shall be entitled as its sole and exclusive remedy to pursue any one of the following: (i) require specific performance; or (ii) withhold the City's Contribution; or (iii) terminate this Agreement subject to the rights of Mexic-Arte's lender, if any; or (iv) exercise any foreclosure rights in the manner provided by the Amended Services Agreement; or (v) assume Mexic-Arte's obligations and complete the Project without liability to Mexic-Arte. In the event a default by Mexic-Arte is not reasonably curable within such thirty day period, then Mexic-Arte shall have additional reasonable time to complete the cure of its default so long as it prosecutes its cure diligently and in good faith; provided, in such case Mexic-Arte shall provide the City with a written explanation of why it is not reasonably possible to cure the default within thirty days, along with a plan for effecting the cure and an estimate of the time that it will take to do so. Fraudulent statements made in the inducement of the City by board members or officers of Mexic-Arte who are materially involved with the Project shall be grounds for termination for cause. Upon the occurrence of any event deemed to be a default by Mexic-Arte under this Agreement, subject to Mexic-Arte's lender's rights, all Professional Agreements, Identified Documents, Plans, contracts, and other records relating to the Project shall be returned to the City. Nothing herein shall be construed to create personal liability for breach of agreement on the part of any member of the board of directors, any officer, or any employee, agent, or representative of Mexic-Arte and any such claim is hereby WAIVED AND RELEASED.

**b. The City's Defaults and Mexic-Arte's Remedies:** The City shall be in default under this Agreement if the City fails to meet, comply with, or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement. If the City is deemed to be in default under this Agreement, the City shall also have a thirty (30) day time period, after being notified by Mexic-Arte of the default, in which to cure the default. After the expiration of the cure period, Mexic-Arte may, at Mexic-Arte's sole option, do any one or more of the following: (a) terminate this Agreement by written notice

delivered to the City; (b) enforce specific performance of this Agreement against the City; (c) exercise any other right or remedy Mexic-Arte may have at law or in equity by reason of such default. Mexic-Arte may not seek any remedy for non-payment by the City if such non-payment is due to:

(1) Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City; and

(2) Non-Appropriation. The funding of this Agreement is dependent upon the availability of appropriations. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide Mexic-Arte written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. However, the unavailability of such funds shall constitute good cause for a delay in the time of performance pursuant to Section 3.n.(i) commensurate with the duration of the unavailability of funds.

## 8. MISCELLANEOUS PROVISIONS

**a. Representation:** Mexic-Arte represents and warrants to the City that Mexic-Arte did not incur any cost or expense associated with the improvements prior to the Effective Date, for which Mexic-Arte would seek reimbursement under this Agreement.

**b. Termination:** The Agreement will automatically terminate upon the first to occur of (a) the termination or expiration of the 2010 Master Lease (as may be reinstated, renewed or continued), and (b) the expiration or satisfaction of all the terms and obligations under this Agreement by the Parties.

**c. Miscellaneous:**

i. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions of this Agreement.

ii. In the event any action or suit is brought by reason of any breach of this Agreement or any other dispute between the parties concerning this

Agreement, then the prevailing Party shall be entitled to have and recover from the other Party all costs and expenses of suit, including reasonable attorneys' fees. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this Agreement shall be in the District Courts of Travis County Texas.

iii. This Agreement is to be deemed to have been prepared jointly by the Parties. If any inconsistencies or ambiguities exist, they shall not be interpreted or construed against either Party as the drafter.

iv. The Parties shall take such actions and execute such documents as each may reasonably request, to carry out the purposes of this Agreement.

v. All paragraph headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise effect this Agreement.

vi. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

vii. Each Party represents and warrants to the other Party that it is duly authorized to execute this Agreement.

viii. In performing its obligations, Mexic-Arte shall be an independent Contractor, and nothing in this Agreement shall be deemed to constitute the City and Mexic-Arte as partners or joint venturers. Nothing in this Agreement shall alter in any manner the status of personnel employed by Mexic-Arte or by the City, who shall in no event be deemed to be employees of the other.

ix. When the approval or consent of the City is required under this Agreement, and it is not otherwise stated, such approval or consent shall not be unreasonably withheld or delayed and in the event the City has not responded to a request for such approval or consent by Mexic-Arte within ten (10) business days of its request, then such approval or consent shall be deemed given.

**d. Book and Records:** Mexic-Arte shall keep proper books of record and account in which full and correct entries shall be made of all of its construction transactions and its assets and businesses so as to permit the presentation of financial statements prepared in accordance with sound accounting principles consistently applied on a cash basis; and permit the City, or its representatives, at reasonable times and intervals upon prior notice, to visit Mexic-Arte's office.

**e. Notices:** If notice, payment, report or other matter is required or permitted to be given under this Agreement, it may be effected by personal delivery to the address set forth below, or by certified mail, postage prepaid, return receipt requested, properly addressed to the appropriate address set forth below:

If to the City:

The City of Austin  
City Attorney  
City of Austin Law Department  
P.O. Box 1088  
Austin, Texas 78767-1088

If to the City PM:

The City of Austin  
Economic Growth and Redevelopment Office  
301 West Second Street  
Suite 2030  
Austin, Texas 78701

Attn: City PM for Mexic-Arte Project

If to Mexic-Arte Museum:

Mexic-Arte Museum  
419 Congress Avenue  
Austin, Texas 78701  
Attn: Executive Director

With a copy to:

James M. Nias  
Jackson Walker, L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701

Such addresses may be changed by notice to the other parties given in the same manner as above provided.

**f. Force Majeure:** Both Mexic-Arte and the City agree they shall grant the other Party a reasonable extension of time as appropriate, if conditions beyond the parties' control or Acts of God, flood, riot, civil insurrection, labor strikes, or orders of local or federal government render timely performance of the Parties' services impossible or unexpectedly burdensome. The Party suffering the impossibility or burdensome conditions must provide written notice to the other Party within ten (10) days of the onset of such performance delay, specifying the reasons therefore. Consent to an extension of time for performance under such

circumstances will not be unreasonably withheld, conditioned or delayed. Failure to fulfill obligations due to conditions beyond either Party's control shall not be considered a breach of this Agreement; provided, however, that the obligations shall be suspended only for the reasonable duration of such conditions.

**g. Right to Audit:** Mexic-Arte agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall, upon reasonable notice to Mexic-Arte, have access to, and the right to audit, examine, or reproduce at the expense of the City, any and all records of Mexic-Arte related to the performance under this Agreement. Any audit or examination shall take place at the offices of Mexic-Arte during reasonable business hours. Mexic-Arte shall retain all such records for a period of three (3) years after final payment made by the City for any costs under this Agreement, or until any audit and litigation matters relating to the Project, or this Agreement, that the City has brought to the attention of Mexic-Arte are resolved, whichever is longer. Mexic-Arte agrees to refund to the City any overpayments disclosed by any such audit and the City agrees to pay any underpayments of the Bond Funds disclosed by any such audit, subject to the City's right to decline payment as set out in Section 7.a. of this Agreement. At the request of Mexic-Arte, the City shall provide Mexic-Arte a copy of such audit. In addition, Mexic-Arte shall include in its Professional Agreement with the Contractor the following:

- i. The Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to Mexic-Arte's performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment under the Professional Agreement, or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to Mexic-Arte any overpayments disclosed by any such audit.
- ii. The Contractor agrees to include the terms of Section i. above in all sub-contractor agreements entered into by the Contractor in connection with the Professional Agreement.

**h. Indemnity:**

- i. **Indemnified Claims** shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or

other alternate dispute resolution mechanism, including attorney and other professional fees for:

- (a) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
  - (b) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties).
- ii. **Fault** shall include the sale of defective or non-conforming Milestone Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**MEXIC-ARTE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF MEXIC-ARTE, OR MEXIC-ARTE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF MEXIC-ARTE'S OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR MEXIC-ARTE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. THIS INDEMNIFICATION DOES NOT INCLUDE INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CITY, OR THE CITY'S AGENTS, EMPLOYEES, REPRESENTATIVES OR SUBCONTRACTORS.**

**i. Dispute Resolution:**

In the event of a dispute, either Party may make a written request for a meeting between representatives of each Party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, then the Parties may proceed directly to mediation as described below.

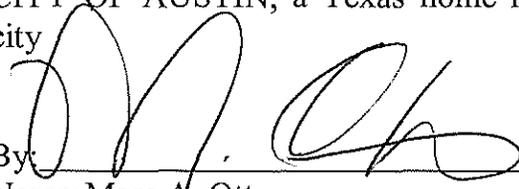
If the efforts to resolve the dispute through negotiation fail, or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and Mexic-Arte agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and Mexic-Arte will share the costs of mediation equally.

**i. CONFIRMATION AND WAIVER: MEXIC-ARTE CONFIRMS TO THE CITY THAT IT IS NOT RELYING ON, AND WAIVES ANY CLAIM REGARDING, ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING OR RELATING TO THE PREMISES, THE CONDITION OF THE PREMISES, COMPLIANCE OF THE PREMISES WITH THE LAWS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITES OR LIABILITIES OF THE OWNER THEREOF, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES. MEXIC-ARTE ACKNOWLEDGES AND AGREES WITH THE CITY THAT MEXIC-ARTE IS ENTERING INTO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT RELYING SOLELY UPON ITS OWN CONSULTANTS, LEGAL COUNSEL, EVALUATIONS AND EXAMINATIONS. MEXIC-ARTE SPECIFICALLY ACKNOWLEDGES THAT THE CITY CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE OF ITS SOVEREIGN POWER, EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

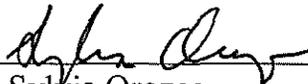
[END OF TEXT]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last date stated below.

CITY OF AUSTIN, a Texas home rule city

By:   
Name: Marc A. Ott  
Title: City Manager, City of Austin  
Date: September 17, 2010

Mexic-Arte Museum, a Texas non-profit corporation, doing business as Mexic-Arte Museum

By:   
Name: Sylvia Orozco  
Title: Executive Director, Mexic-Arte Museum  
Date: 9-2-2010

Approved as to form  
Heela Fireside  
Assistant City Attorney  
Heela Fireside

**Exhibit A**

**2010 Master Lease**

**Exhibit B**

**2010 Sublease**

MEXIC-ARTE MUSEUM/CITY OF AUSTIN

INDEX

1. Master Lease Agreement
2. Sublease Agreement
3. Memorandum of Lease and Sublease

**MASTER LEASE AGREEMENT**

**THE STATE OF TEXAS**

§  
§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TRAVIS**

This **MASTER LEASE AGREEMENT** (“Lease”) is made and entered into as of the Lease Commencement Date (hereinafter defined), by and between Mexic-Arte Museum, a Texas non-profit corporation (“Landlord”) and the City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas, situated in Travis, Williamson and Hays Counties, Texas (“City”), and is as follows:

1. Lease Grant. Subject to the terms, provisions and conditions hereinafter set forth, and in consideration of the covenants of payment and performance stipulated herein, Landlord has leased, demised and let and by these presents does hereby lease, demise and let unto City, that certain tract of real property known as the “Mexic-Arte Museum” which consists of Lot 6, Block 42, of the Original City of Austin, Texas, according to the map or plat on file in the General Land Office of the State of Texas, and known locally as 419 Congress Avenue, Austin, Texas 78701, together with all improvements thereon and all appurtenances thereto (the “Leased Premises”).

2. Term. The “Lease Commencement Date” shall mean and refer to July 30, 2010. Unless sooner terminated under the provisions hereof, this Lease shall commence on the Lease Commencement Date and shall be and continue in full force and effect for, during and until the close of business on January 11, 2051 (the “Term”).

3. Surrender of Improvements. Upon expiration of the Lease Term, all improvements erected on the Leased Premises shall merge with the freehold estate and become the property of Landlord as a part of the realty. City covenants and agrees that upon termination of this Lease or the termination of City’s right of possession of the Leased Premises, whether by lapse of time or because of any of the conditions or provisions contained herein, City will peaceably and quietly yield up and surrender possession to Landlord of the Leased Premises, all buildings and improvements constructed thereon, and all fixtures attached thereto without disturbance or molestation thereof.

4. Maintenance. The City will have no obligation whatsoever to maintain or repair the Leased Premises or any improvements constructed or placed upon or within the Leased Premises. However, the City shall take no action to cause waste or damage to the Premises during the Term of the Lease. City hereby acknowledges that City is leasing the Leased Premises “AS IS”, “WHERE IS” and “WITH ALL FAULTS”. Landlord makes no warranties, and hereby expressly disclaims all warranties, of any kind or nature, express, implied or otherwise, with respect to the Leased Premises.

5. Quiet Enjoyment. Provided City has performed all of the terms, covenants and conditions of this Lease, City shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term.

6. Rental Payments. Landlord and City are simultaneously entering into a sublease pursuant to which City is subleasing the Leased Premises back to Landlord (“Sublease”). The mutual covenants and obligations of Landlord and City under this Lease and the Sublease, as well as under the “Related Agreements” described in Paragraph 7 below, constitute consideration for the execution of this Lease and the Sublease. There will be no separate rental payments required under this Lease or the Sublease.

7. Related Agreements. In addition to the Sublease, Landlord and the City have simultaneously entered into the following related agreements (sometimes collectively referred to herein as the “Related Agreements”):

(a) That certain Agreement For Improvement Of Cultural Facilities For Public Use Funded With Bond Funds (“Bond Funds Agreement”), concerning the conditions under which the funding will be made available to Landlord for the improvement of the Leased Premises.

(b) That certain Amended and Restated Services Agreement (“Services Agreement”) setting forth the public benefits to be provided by Landlord through the operation of Mexic-Arte Museum.

8. Impositions. During the Term, all ad valorem taxes and all charges for public utilities which are assessed, levied or imposed by public authority or utility provider upon the Leased Premises (collectively the “Impositions”) shall be paid by Landlord.

9. Insurance. During the Term, Landlord will provide insurance as provided in the Related Agreements. All insurance proceeds shall be utilized as provided in the Related Agreements.

10. Condemnation. In the event of a taking of all or any portion of the Leased Premises, or any conveyance in lieu of or under threat of a taking, or any other exercise of the power of eminent domain by any agency, authority, public utility, person or corporation or entity empowered to condemn property (“Taking”): (a) the rights of City under this Lease and the leasehold estate of City in and to the portion of the Leased Premises taken shall cease and terminate as of the date of the Taking; and (b) Landlord and City shall equitably share the proceeds of the Taking; provided, however, that: (i) the City will not share in the proceeds of any Taking in which the City acquires any interest, directly or indirectly, in the Leased Premises through such Taking; and (ii) the City will have no right to share in any proceeds of a Taking which occurs after the expiration of the Term.

11. Default by City. The City shall be in default under this Lease if it breaches any covenant or obligation set forth in this Lease or the Sublease, or is in default under either of the Related Agreements, and fails to cure its default within the timeframes provided by the Related Agreements. Remedies for default shall be as provided in the Related Agreements.

12. Default by Landlord. The Landlord shall be in default under this Lease if it breaches any covenant or obligation set forth in this Lease or the Sublease, or is in default under either of the Related Agreements, and fails to cure its default within the timeframes provided by the Related Agreements. Remedies for default shall be as provided in the Related Agreements.

13. Notices. Any notices provided for under this Agreement must be given in writing, by delivering, mailing certified, return receipt requested, or faxing the notice to:

**City:**

City-Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Director  
Phone: (512) 974-6717 Fax: (512) 974-6703

and

City-Contract and Land Management Department  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Manager of Real Estate Services  
Phone: (512)974-7078

**Landlord:**

Mexic-Arte Museum  
419 Congress Avenue  
Austin, Texas 78701  
Attn: Director  
Phone: (512) 480-9373 Fax: (512) 480-8626

or such other address as may be furnished by either party to the other in writing.

Notice deposited with the United States Postal Service in the manner described above is effective 3 business days after deposit with the U. S. Postal Service. Notice by any other method is effective upon actual receipt.

14. Entire Agreement. It is expressly agreed by Landlord, as a material consideration for the execution of this Lease, that this Lease, the Sublease and the Related Agreements constitute the entire agreement of the parties, and that there are, and have been, no verbal representations, understandings, stipulations, agreements or promises pertaining to this Lease. It is likewise agreed that this Lease may not be altered, amended or extended except by an instrument in writing signed by both Landlord and City.

15. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

16. Assignment; Binding on Successors and Assigns. This Lease may not be assigned by either party without mutual written consent. All covenants and obligations as

contained within this Lease shall bind and inure to the benefit of Landlord, City and their respective successors and assigns.

17. Construction. All personal pronouns used in this Lease shall include the other genders, whether used in the masculine; feminine or, neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. The paragraph headings contained herein are for purposes of identification only and shall not be considered in construing as Lease.

18. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. Venue for any action hereunder shall be in Travis County, Texas.

19. Nonwaiver of Rights. Failure of a party to exercise any right or remedy in the event of default by the other party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

20. Memorandum of Lease. The parties agree to execute and record a memorandum of lease in the property records of Travis County.

**EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS**, which constitute but one and the same instrument, effective as of \_\_\_\_\_, 20\_\_\_\_.

**Landlord:**

Mexic-Arte Museum

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City:**

City of Austin

By: \_\_\_\_\_

Name: Lauraine Rizer

Title: Manager of Real Estate Services

Approved as to form:

By: \_\_\_\_\_

Leela Fireside

Assistant City Attorney

**SUBLEASE AGREEMENT**

**THE STATE OF TEXAS**

§  
§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TRAVIS**

This **SUBLEASE AGREEMENT** (“Sublease”) is made and entered into to be effective as of the Commencement Date (hereinafter defined) by and between The City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas, situated in Travis, Williamson and Hays Counties, Texas (“City”) and Mexic-Arte Museum, a Texas non-profit corporation (“Subtenant”) and is as follows:

1. Sublease Subject to Master Lease. This Sublease is subject and subordinate to that certain Master Lease Agreement (“Master Lease”) of even date herewith, by and between Mexic-Arte Museum as “Landlord” and the City of Austin as “City”, which is incorporated herein by this reference.

2. Demise of Subleased Premises.

(a) Subject to and upon the terms and conditions set forth herein, City hereby subleases to Subtenant and Subtenant hereby subleases from City for the Sublease Term that certain tract of real property known as the “Mexic-Arte Museum” which consists of Lot 6, Block 42, of the Original City of Austin, Texas, according to the map or plat on file in the General Land Office of the State of Texas, and known locally as 419 Congress Avenue, Austin, Texas 78701, together with all improvements thereon and all appurtenances thereto (the “Subleased Premises”).

(b) Subtenant hereby acknowledges that Subtenant is leasing the Subleased Premises “AS IS”, “WHERE IS” and “WITH ALL FAULTS”. City makes no warranties, and hereby expressly disclaims all warranties of any kind or nature, express, implied or otherwise, with respect to the Subleased Premises.

3. Term. The “Sublease Commencement Date” shall mean and refer to July 30, 2010. Unless sooner terminated under the provisions hereof, this Sublease shall commence on the Sublease Commencement Date and shall be and continue in full force and effect for, during and until the close of business on January 11, 2051 (the “Sublease Term”).

4. Subtenant Obligations.

(a) Subtenant agrees to operate and maintain the Subleased Premises as a facility for the operation of an art museum, related appreciation of the arts, and arts related educational purposes. The operations may also include incidental office space, a museum store and a café/restaurant.

It is the understanding of the Museum and the City that the City financed the grant for the improvement of the Subleased Premises (the "Tax-Exempt Facility") with the proceeds of certain obligations the interest on which is tax-exempt under the Federal income tax laws (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds, the City has covenanted (the "Bond Covenants") with the holders of the Tax-Exempt Bonds that the proceeds of such bonds and the Tax-Exempt Facility will be used in a manner which assures that the Tax-Exempt Bonds will qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The Museum agrees not to use nor permit the use of the proceeds of the grant or the Tax-Exempt Facility in a manner which it knows or should know would result in their use either in an unrelated trade or business or in a manner which would otherwise violate the Bond Covenants. Moreover, in furtherance thereof, if the Museum is notified by City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the Museum agrees to provide to the City any information which is in its possession regarding the use of the proceeds or the Tax-Exempt Facility as may be needed by the City to timely respond to questions posed by the Internal Revenue Service. In the event of a failure to comply with this covenant the City will have the right to specific performance, injunctive relief, or the recovery of economic damages suffered by the City as a result thereof.

(b) Subtenant shall bear all expense, including the payment of utilities and taxes, if any, in operating the Subleased Premises.

(c) Subtenant will insure the Subleased Premises as provided in the Related Agreements (hereinafter defined). All insurance proceeds shall be utilized as provided in the Related Agreements.

(d) Subtenant will maintain both the interior and exterior of the Subleased Premises, all fixtures connected therewith, and all personal property thereon at its own expense. Maintenance of the Subleased Premises must be of such quality that the Subleased Premises continue to comply with all applicable City Codes. If the Subtenant does not reasonably repair or maintain the Subleased Premises within 30 days of written demand from the City, or if the necessary repair or maintenance is of such a nature that it cannot be completed within 30 days, the Subtenant does not institute such repair or maintenance within 30 days and diligently pursue the same to completion, the City may fulfill its demands and charge the City's actual expenses of same, plus 120% overhead, to the Subtenant. Payment for such work must be made within 60 days after receipt of the City's invoice.

5. Quiet Enjoyment. Provided Subtenant has performed all of the terms, covenants and conditions of this Sublease, Subtenant shall peaceably and quietly hold and enjoy the Subleased Premises for the Sublease Term, subject to the provisions and conditions of this Sublease and of the Master Lease.

6. Sublease Rent. City and Subtenant are simultaneously entering into the Master Lease and this Sublease. The mutual covenants and obligations of City and Subtenant under this Sublease and the Master Lease, as well as under the Related Agreements described in Paragraph 7 below, constitute consideration for this Sublease and the Master Lease. There will be no separate rental payments required under this Sublease or the Master Lease.

7. Related Agreements. In addition to the Master Lease, Subtenant and the City have simultaneously entered into the following related agreements (sometimes collectively referred to herein as the “Related Agreements”):

(a) That certain Agreement For Improvement Of Cultural Facilities For Public Use Funded With Bond Funds (“Bond Funds Agreement”), concerning the conditions under which the funding will be made available to Subtenant for the improvement of the Leased Premises.

(b) That certain Amended and Restated Services Agreement (“Services Agreement”) setting forth the public benefits to be provided by Subtenant through the operation of Mexic-Arte Museum.

8. Default by City. The City shall be in default under this Lease if it breaches any covenant or obligation set forth in this Lease or the Sublease, or is in default under either of the Related Agreements, and fails to cure its default within the timeframes provided by the Related Agreements. Remedies for default shall be as provided in the Related Agreements.

9. Default by Subtenant. The Subtenant shall be in default under this Lease if it breaches any covenant or obligation set forth in this Lease or the Sublease, or is in default under either of the Related Agreements, and fails to cure its default within the timeframes provided by the Related Agreements. Remedies for default shall be as provided in the Related Agreements.

10. Notices. Any notices provided for under this Agreement must be given in writing, by delivering, mailing certified, return receipt requested, or faxing the notice to:

City-Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Director  
Phone: (512) 974-6717 Fax: (512) 974-6703

and

City-Contract and Land Management Department  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Manager of Real Estate Services  
Phone: (512) 974-7078

**Subtenant:**  
Mexic-Arte Museum  
419 Congress Avenue  
Austin, Texas 78701  
Attn: Director  
Phone: (512) 480-9373 Fax: (512) 480-8626

or such other address as may be furnished by either party to the other in writing.

Notice deposited with the United States Postal Service in the manner described above is effective 3 business days after deposit with the U. S. Postal Service. Notice by any other method is effective upon actual receipt.

11. Entire Agreement. It is expressly agreed by Subtenant, as a material consideration for the execution of this Sublease, that this Sublease, the Master Lease and the Related Agreements constitute the entire agreement of the parties, and that there are, and have been, no verbal representations, understandings, stipulations, agreements or promises pertaining to this Sublease. It is likewise agreed that this Sublease may not be altered, amended or extended except by an instrument in writing signed by both Subtenant and City.

12. Severability. If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

13. Assignment; Binding on Successors and Assigns. This Sublease may not be assigned by either party without mutual written consent. All covenants and obligations as contained within this Sublease shall bind and inure to the benefit of Subtenant, City and their respective successors and assigns.

14. Construction. All personal pronouns used in this Sublease shall include the other genders, whether used in the masculine; feminine or, neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. The paragraph headings contained herein are for purposes of identification only and shall not be considered in construing as Sublease.

15. Governing Law. This Sublease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. Venue for any action hereunder shall be in Travis County, Texas.

16. Nonwaiver of Rights. Failure of a party to exercise any right or remedy in the event of default by the other party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

17. Insurance. The Subtenant and City will comply with the requirements of Exhibit A.

**EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS**, which constitute but one and the same instrument, effective as of July 30, 2010.

**Subtenant:**

Mexic-Arte Museum

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City:**

City of Austin

By: \_\_\_\_\_

Name: Lauraine Rizer

Title: Manager of Real Estate Services

Approved as to form:

By: \_\_\_\_\_

Leela Fireside

Assistant City Attorney

**EXHIBIT A  
INSURANCE REQUIREMENTS**

**ARTICLE 1 Subtenant's Insurance Requirements**

**1.1. General Requirements:** Subtenant shall carry insurance in the types and amounts indicated below for the term of the Sublease.

Within five (5) days of the execution of this Sublease, Subtenant shall obtain the required insurance and provide the City a Certificate of Insurance as proof of coverage. If coverage period ends during the term of the Sublease, Subtenant must, prior to the end of the coverage period, forward a new Certificate of Insurance to City as verification of continuing coverage for the duration of this Sublease.

Approval of insurance by the City and the required minimums does not relieve or decrease the liability or responsibility of the Subtenant hereunder and will not be construed to be a limitation of liability on the part of the Subtenant.

Insurance coverage must: (a) be written by companies licensed to do business in the State of Texas at the time the policy is issued, and (b) with an A.M. Best rating of B+VII or better.

All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate:

City of Austin Real Estate Services  
Attention: Property Management  
505 Barton Springs Road, Suite 1350  
Austin, Texas 78704

The "Other" insurance clause does not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Sublease, covering both the City and Subtenant, will be considered primary coverage as applicable.

If insurance policies are not written for amounts specified below, Subtenant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

City reserves the right to review the insurance requirements set forth during the effective period of this Sublease and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decision, the claims history of the history of the industry or financial condition of the insurance company as well as the Subtenant.

Subtenant shall not cause or permit any insurance to lapse or to be canceled during the term of this Sublease.

Subtenant shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's will be disclosed on the Certificate of insurance.

### **1.2 Specific Coverages:**

Commercial General Liability Insurance:

The Policy must contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Temporary Use Agreement and all contracts relative to this Temporary Use Agreement
- b) Independent Contractors coverage
- c) City listed as an additional insured, endorsement CG 2010
- d) Thirty (30) Day Notice of Cancellation in favor of City, endorsement CG 0205
- e) Waiver of Transfer of Recovery Against Others in favor of City, endorsement CG 2404

Provide coverage's A & B with minimum limits as follows:

A combined bodily injury and property damage limit of \$1,000,000 per occurrence.

## **ARTICLE 2 City's Commercial General Liability Insurance**

**2.1** Subtenant understands that City is a self-insurer and does not maintain commercial general liability insurance coverage.

## **ARTICLE 3 Requirements for Contractors performing work on the Premises**

### **3.1 General Requirements:**

Contractor's insurance coverage must be written by companies: (a) licensed to do business in the State of Texas at the time the policies are issued, and (b) with an A.M. Best rating of B+VII or better.

All endorsements such as additional insured, waivers, and notices of cancellation endorsements as well as the attached certificate shall indicate naming the City of Austin as follows:

City of Austin Real Estate Services  
Attention: Property Management  
505 Barton Springs Road, Suite 1350  
Austin, Texas 78704

The "other" insurance clause does not apply to the City where the City of Austin is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City and the Contractor, will be considered primary coverage as applicable.

If insurance policies are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

The City reserves the right to review the insurance requirements set forth during the effective period of this Temporary Use Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

The Contractor shall be responsible for premiums, deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's will be disclosed on the certificate of insurance attached.

The Contractor shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

If City owned property is being transported or stored off-site by the Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the City's property.

The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**3.2 Specific Coverages:** Insurance Requirements for any agreements containing provisions for contractors cleaning, maintaining, repairing or working on Premises:

Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract, which includes items owned by the City in the care, custody and control of the Contractor prior to and during the period during which services are provided.

(1) Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for employers liability of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The City will accept workers' compensation coverage written by the Texas Workers Compensation Insurance Fund.

The Contractor's policy must apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, form WC 420304
- (b) 30 day Notice of Cancellation, form WC 420601

(2) Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy must contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this contract and all contracts relative to this Temporary Use Agreement.
- (b) Completed Operations/Products Liability for the duration of the Warranty period
- (c) Explosion, Collapse, and Underground (X, C, & U) coverage.
- (d) Independent Contractors coverage.
- (e) City of Austin shown as an additional insured, endorsement CG 2010.
- (f) 30 day notice of cancellation in favor of the City of Austin; endorsement CG 0205.
- (g) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.

(3) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation endorsement TE 2046A
- (b) 30 day Notice of Cancellation endorsement TE 0202A

(c) Additional Insured endorsement TE 9901B

MEMORANDUM OF LEASE AND SUBLEASE

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF TRAVIS       §

Reference is made to that certain Master Lease Agreement (the "Master Lease") between the City of Austin, a home rule city, municipal corporation and political subdivision of the State of Texas, situated in Travis, Williamson and Hays Counties, Texas ("City") and Mexic-Arte Museum, a Texas non-profit corporation ("Mexic-Arte") dated July 30, 2010, and that certain Sublease Agreement of even date therewith (the "Sublease") between Mexic-Arte and the City, both covering that certain tract of land known as the "Mexic-Arte Museum" which consists of Lot 6, Block 42, of the Original City of Austin, Texas, according to the map or plat on file in the General Land Office of the State of Texas, and known locally as 419 Congress Avenue, Austin, Texas 78701, together with all improvements thereon and all appurtenances thereto (the "Premises").

In said Master Lease, Mexic-Arte is leasing the Premises to the City, and in the Sublease, the City is subleasing the Premises back to Mexic-Arte. The term of the Master Lease and the term of the Sublease both expire on January 11, 2051. The Master Lease and the Sublease both contain various covenants and restrictions relating to the use of the Premises. This Memorandum is not intended to alter or amend the terms and provisions of the Master Lease or the Sublease and reference is hereby made to the Master Lease and the Sublease for the particular terms and provisions therein.

City of Austin

By: \_\_\_\_\_  
Name: Lauraine Rizer  
Title: Manager of Real Estate Services

State of Texas           §  
  §  
County of Travis       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Lauraine Rizer, the Manager of Real Estate Services of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Mexic-Arte Museum

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Texas       §

§

County of Travis   §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of  
Mexic-Arte Museum, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit C**

**2010 Amended and Restated Services Agreement**

**Amended and Restated Services Agreement  
Between the City of Austin  
and  
Mexic-Arte Museum**

This Amended and Restated Services Agreement (Agreement) is entered into by and between the City of Austin, a Texas municipal corporation (City), acting by its duly authorized City Manager or his designee (City Manager), and Mexic-Arte Museum, a Texas non-profit corporation (Museum), in consideration of the mutual conveyance and agreements contained herein, and other good and valuable consideration.

**Recitals**

**A.** On or about January 12, 2001, the City and the Museum entered into that certain Services Agreement (2001 Agreement), pursuant to which the City provided the sum of \$740,000 to the Museum for the purchase of a building located at 419 Congress Avenue to house its collections and operate its programs (Facility), in return for the Museum's agreement to provide certain services which benefit the public.

**B.** Pursuant to City Ordinance No. 20060824-006 passed on August 24, 2006, the City Council of the City approved a special bond election to consider the issuance of general obligation bonds, the proceeds of which would be used for various projects including the public purpose of constructing, renovating, improving and equipping community and cultural facilities, including the Museum facilities (Proposition 4).

**C.** Proposition 4 was approved by City of Austin voters on November 7, 2006. The funding available for the Museum is \$5,000,000. The City and the Museum have entered into a separate Agreement For Improvement Of Cultural Facilities For Public Use Funded With Bond Funds (Bond Funds Agreement), concerning the conditions under which the funding will be made available to the Museum for the improvement of the Facility.

**D.** The City and the Museum have also entered into a separate Master Lease Agreement and a related Sublease Agreement (collectively the Lease Agreement) in order to satisfy certain requirements associated with the Bond Funds Agreement.

**E.** The purpose of this Agreement is to restate and clarify the ongoing and future relationship between the City and the Museum, the public benefits to be provided by the Museum, and the Museum's operational requirements. It is intended that this Agreement shall completely restate and supersede the 2001 Agreement, but that it shall be construed and implemented in harmony with the Bond Funds Agreement and the Lease Agreement.

**Agreements**

1. **Term.** This Agreement shall be in effect until June 1, 2060.

2. **Use.** During the Term of this Agreement, the Museum must use the Facility for the operation of an art museum, related appreciation of the arts, and arts related educational purposes. The operations may also include incidental office space, a museum store and a cafe/restaurant related to the Museum operations.

It is the understanding of the Museum and the City that the City financed the grant for the improvement of the Facility (the Tax-Exempt Facility) with the proceeds of certain obligations the interest on which is tax-exempt under the Federal income tax laws (the Tax-Exempt Bonds). In connection with the issuance of the Tax-Exempt Bonds, the City has covenanted (the Bond Covenants) with the holders of the Tax-Exempt Bonds that the proceeds of such bonds and the Tax-Exempt Facilities will be used in a manner which assures that the Tax-Exempt Bonds will qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the Code). The Museum agrees not to use nor permit the use of the proceeds of the grant or the Tax-Exempt Facility in a manner which it knows or should know would result in their use either in an unrelated trade or business or in a manner which would otherwise violate the Bond Covenants. Moreover, if the Museum is notified by City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the Museum agrees to provide to the City any information which is in its possession regarding the use of the proceeds or the Tax-Exempt Facility as may be needed by the City to timely respond to questions posed by the Internal Revenue Service. In the event of a failure to comply with this covenant the City will have the right to specific performance, injunctive relief, or the recovery of economic damages suffered by the City.

**3.1 Sale of the Facility.**

In the event of the sale of the building, a stair-stepped percentage of net sales proceeds will be returned to the City in accordance with the table below.

Years of Agreement	Percent of net sales proceeds that COA receives
1-10	90% x percentage of project costs paid with COA funds
11-20	80% x percentage of project costs paid with COA funds
21-30	70% x percentage of project costs paid with COA funds
31-40	60% x percentage of project costs paid with COA funds
41-50	50% x percentage of project costs paid with COA funds
After 50 years	40% x percentage of project costs paid with COA funds.

"Net sales proceeds" means the gross sales price, minus the costs of sale. These costs include broker commissions, title policy and survey costs, escrow fees, and other seller costs typically reflected on the closing statement.

"Project Costs" include any of the \$5 million in bond funds (authorized pursuant to Proposition 4 of the City's November 2006 bond election for Mexic-Arte Museum) used by Mexic-Arte Museum in accordance with the Agreement for Improvement of Cultural Facilities For Public Use Funded with Bond Funds, plus \$740,000 for the original purchase of the property, but less the value of services provided since the original services agreement was executed in January of 2001. The amount of value for those services is \$148,000.

**3.2** During the 50 year life of the Agreement, if the building is sold in order to facilitate the construction and/or operation of a new Mexic-Arte Museum at a different location, then the sales proceeds payable to both the City and Mexic-Arte shall be reinvested in the new facility, which shall be located within the City of Austin. After the 50 year life of the Agreement, if the building is sold in order to facilitate the construction and/or operation of a new Mexic-Arte Museum at a different location, then Mexic-Arte's sales proceeds shall be reinvested in the new facility, which shall be located within the City of Austin. The City of Austin may consider investing in the new facility or may use the funds for a similar public purpose.

**3.3** If the building is sold because the Mexic-Arte organization has ceased operation and is going out of existence, then the sales proceeds payable to Mexic-Arte, after the payment of its debts and the other costs of winding up the corporate entity, shall be contributed to another non-profit corporate entity which serves substantially the same purposes as Mexic-Arte, as is required of non-profit corporations; and the sales proceeds payable to the City shall be dedicated to other artistic or cultural purposes, consistent with bond proposition 4, approved by the City voters in November of 2006, and as authorized by the City Council.

**4. Improvement of the Facility.** The Facility shall be improved in accordance with the terms and conditions of the Bond Funds Agreement. The Museum shall place a 24" x 36" bronze or aluminum building plaque on the improvements constructed with bond funds. The plaque shall be located in a place visible to the public. The City and the Museum shall jointly determine the location for the plaque. The City will develop the text for the plaque. The Museum may review and participate in the development of the text.

**5. Services.**

**A. Services list.** The Museum must provide the Services listed on **Exhibit 1**, which is attached, or similar services of comparable value as determined by the Parks Director, for the Term of this Agreement. These Services must be budgeted for in the Museum's annual budget for the Term of this Agreement. Providing these Services must not require the Museum to incur extraordinary expenses, such as hiring a curator or space planner.

**B. Review of Services.** The Parks Director will review the Services provided on an annual basis to determine whether the Museum has provided the required level of Services or whether different services of comparable value may be provided instead. Each annual review will be conducted approximately 90 days prior to the anniversary date of this Agreement. If the Parks Director reasonably determines that there is a shortfall in Services provided, the Parks Director will notify the Museum of the nature of the shortfall and the Museum must make up the shortfall by providing increased annual Services the next year. If different services of comparable value are provided instead of the Services listed above in **Exhibit 1**, the Museum and Parks Director will execute an addendum to this Agreement describing those different services.

**6. Furnishing Facility.** The Museum will furnish and equip the Facility. The City has no obligation to furnish any equipment or furnishings for the Museum. All personal property furnished by or on behalf of Museum remains the property of the Museum unless specifically donated to the City.

**7. Hours of Operation.** The Museum must open the Facility to the public during the Museum's regular office hours, for at least 6 hours per day 5 days per week, excluding holidays, and a minimum of 8 hours during weekends.

**8. Maintenance.** The Museum will maintain both the interior and exterior of the Facility, all fixtures connected therewith, and all personal property thereon at its own expense. Maintenance of the Facility must be of such quality that the Facility continues to comply with all applicable City Codes. If the Museum does not reasonably repair or maintain the Facility within 30 days of written demand from the Parks Director, or if the necessary repair or maintenance is of such a nature that it cannot be completed within 30 days, the Museum does not institute such repair or maintenance within 30 days and diligently pursue the same to completion, the Parks Director may fulfill his/her demands and charge the City's actual expenses of same, plus 120% overhead, to the Museum. Payment for such work must be made within 60 days after receipt of the Parks Director's invoice.

**9. Access and Tours.** The Museum must provide access to and information about the Facility, including tours of the Facility, to youth, seniors, and visiting parties or groups on an appointment basis.

**10. Indemnity.** The Museum must fully indemnify, save and hold harmless the City, its officers, employees, and agents against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, premises defects, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, the performance by the Museum of its obligations under this Agreement or the Museum's use, operation or occupancy of the Facility. The Museum shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

**11. Compliance with Laws.** The Museum must promptly comply with all applicable federal, state, and local ordinances, regulations, and codes, including, without limitation, all ordinances or regulations imposed by the City to correct, prevent, and abate nuisances or code violations in or connected with the Facility during this Agreement, at the Museum's sole expense and cost.

**12. Signage.** The Museum must not place, paint or otherwise affix any signs at, or on or about the Facility, or any part thereof, without the Parks Director's prior written consent. The Park Director may require the Museum to remove, paint or repair the signs allowed. If the Museum does not remove, paint, or repair the signs within 30 days of written demand therefor, the Parks Director may fulfill his/her demands and charge the City's actual expenses of same, plus 120% overhead, to the Museum. Payment for this work must be made within 60 days after receipt of the Parks Director's invoice.

**13. Right to Enter and Inspect.** Appropriate City Staff may enter the Facility at any reasonable time during business hours during this Agreement, to inspect and determine whether the terms of this Agreement are being carried out, including but not limited to, both exterior and interior maintenance, whether the Services are being provided.

**14. Insurance.**

**14.1 General Requirements.** The Museum shall carry insurance in the types and amounts indicated below for the term of this Agreement. Within five (5) days of execution of this Agreement, the Museum shall obtain the required insurance and provide the City [Parks Director] a Certificate of Insurance as proof of coverage. If coverage period ends during the term of the Agreement, the Museum must, prior to the end of the coverage period, forward a new Certificate of Insurance to City [Parks Director] as verification of continuing coverage for the duration of this Agreement. Approval of insurance by the City and the required minimums does not relieve or decrease the liability or responsibility of the Museum hereunder and must not be construed to be a limitation of liability on the part of the Museum. Insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policy is issued and must be written by companies with an A.M. Best rating of B+VII or better. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must indicate:

City of Austin  
Parks and Recreation Department  
Attention: Director  
P.O. Box 1088  
Austin, Texas 78767

The "other" insurance clause must not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and the Museum, are considered to provide primary coverage as applicable. If insurance policies are not written for amounts specified below, the Museum shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage. City is entitled,

upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or the underwriter on any such policies. City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Museum. The Museum shall not cause or permit any insurance to lapse or to be canceled during the term of this Agreement. The Museum shall be responsible for payment of premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

#### **14.2 Specific Coverages.**

**Property Insurance.** The Museum shall provide property coverage for the Facility on an "all risk of physical loss" form. The coverage must be provided on a replacement cost basis for the 100% value of the property. The Museum shall be responsible for providing property coverage for furniture, equipment, machinery, goods or supplies which Museum may bring or obtain upon the Facility Premises.

**Commercial General Liability Insurance.** The policy must contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under this Agreement and all contracts relative to this Agreement
- b) Independent contractors coverage
- c) City listed as an additional insured, endorsement CG 2010
- d) Thirty (30) day notice of cancellation in favor of City, endorsement CG 0205
- e) Waiver of transfer of recovery against others in favor of City, endorsement CG 2404

Provide coverage's A&B with minimum limits as follows:

A combined bodily injury and property damage limit of \$1,000,000 per occurrence.

**14.3 City's Liability Insurance.** Museum understands that City is a self insurer and does not maintain commercial general liability insurance coverage.

**15. Subletting.** During the Term of this Agreement, the Museum must not sublet the Facility, without the City Manager's prior written approval. Any sublease may only be to a non-profit corporation deemed by the City Manager to fulfill the same sorts of public purpose requirements as does the Museum. Provided, however, the Museum may sublease the cafe or retail area to a for-profit entity, with the City Manager's prior written approval. The Museum remains liable to perform all covenants set out herein.

**16. Defaults.** Upon 90 days prior written notice to the Museum, the City Manager may, in addition to any other remedy or right hereunder or by law, terminate this Agreement upon occurrence of any of the following conditions (Defaults), if the Museum has not cured the Default prior to termination:

- (1) Failure to operate the Facility for the purposes set forth in Section 2, except during periods necessary for repairs or renovation approved by the City Manager in writing, or to the extent required for the improvement of the Facility pursuant to the Bond Funds Agreement.
- (2) Failure to abate any nuisance specified in writing by the City Manager within a reasonable time specified in writing.
- (3) Failure to timely begin or complete improvement of the Facility in accordance with the Bond Funds Agreement.
- (4) Abandonment of the Facility.
- (5) Failure of the Museum to correct any other breach in the performance or observance of any other covenant or condition of this Agreement.
- (6) A default under the Bond Funds Agreement or the Lease Agreement.

The Museum's performance under this Agreement shall be secured by a Deed of Trust lien on the Facility recorded in the Official Public Records of Travis County, Texas. The Deed of Trust shall be substantially in the form attached hereto as **Exhibit 2**. Upon termination of this Agreement under this **Section 16**, the City may foreclose its Deed of Trust lien in the manner set forth in Chapter 51 of the Texas Property Code, as amended, or by judicial proceedings, as its sole and exclusive remedy.

**17. Voluntary Termination.** Upon timely completing improvement of the Facility as contemplated by the Bond Funds Agreement, the Museum may terminate this Agreement by giving the City Manager 90 days prior written notice of the date of termination and a signed copy of a deed conveying title to the Facility to the City. All of the Museum's obligations also terminate on the date of termination, so long as the Facility is returned in same or better condition as the date upon which improvement of the Facility was completed under the Bond Funds Agreement, normal wear and tear excepted.

**18. Amendments.** The parties may change or modify this Agreement, or waive any provision, with the prior written approval of a duly authorized representative of each party. This Agreement supersedes the 2001 Agreement and all previous or contemporaneous agreements between the parties, except for the Bond Funds Agreement and the Lease Agreement, which shall be construed and implemented in harmony with this Agreement.

**19. Notices.** Any notices provided for under this Agreement must be given in writing, by delivering, mailing certified, return receipt requested, or faxing the notice to:

**City:**

City-Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767  
Attn: Director  
Phone: (512) 974-6717 fax: (512) 974-6729

**Museum:**  
Mexic-Arte Museum  
419 Congress Avenue  
Austin, TX 78701  
Attn: Director  
Phone: (512) 480-9373 Fax: (512) 480-8626

or such other address as may be furnished by either party to the other in writing.

Notice deposited with the United States Postal Service in the manner described above is effective 3 business days after deposit with the U. S. Postal Service. Notice by any other method is effective upon actual receipt.

**20. Audit.** The Museum must keep accurate books and records of its revenue. The Director may review the Museum's books and records at the Facility at any reasonable time. This includes, but is not limited to, all documents related to the conduct of business such as general ledgers, accounts receivables and payables, sales journals, bank deposit slips, and bank statements. The audit can be at another site than the Facility with the Parks Director's prior written approval if the Museum reimburses the City for travel, food, and lodging costs associated with an audit outside the City of Austin.

The Museum must provide the Parks Director with a certified copy of its annual audit no later than April 30 annually.

**21. General Provisions.**

**A. Taxes and Fees.** This Agreement is made and accepted subject to all ad valorem taxes that may be levied and assessed on the Facility and/or its furnishings and contents during this Lease, the timely payment of which is hereby assumed by the Museum. It is understood that the Museum has obtained tax exempt status for the Facility, and City does not object to the Facility being tax exempt.

Further, the Museum covenants to timely pay all sales taxes, all license fees, and other related fees required to operate the Museum's business on the Facility.

Additionally, the Museum covenants to timely pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, publication 15, as it may be amended.

The Museum must provide proof of payment of these taxes to the Park Director within 30 days after his/her written request therefor. Failure to pay or provide proof of payment is grounds for immediate termination of this Agreement.

**B. Utilities.** The Museum must obtain, and timely pay for, at its expense, all utility services, garbage collection, janitorial services, security services, and similar services.

**C. No Waiver.** No assent, express or implied, by the City to any breach of any of Museum's covenants, agreements, conditions, or terms, waives or may be deemed to waive any succeeding breach of any covenant, agreement, condition or term hereof.

**D. Museum's Acknowledgment.** By the Museum's execution hereof, Museum acknowledges that the Museum has read this Agreement and understands that this Agreement is not binding on the City until properly authorized by the City Council and executed by the City Manager of the City of Austin, Texas. Further, the Museum's execution hereof evidences Museum's agreement to all the terms and conditions set out in this Agreement.

**E. Nondiscrimination.** The Museum agrees that it will not discriminate against persons engaged by it for purposes of this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

**F. No Debts.** The Museum will incur no debts or obligations on the credit of the City of Austin.

**G. Relationship.** Nothing in this Agreement may be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties. No provision contained in this Agreement, nor any of the acts of the parties, may be deemed to create any relationship between the parties other than that of mortgagor and mortgagee pursuant to this Agreement, or that of landlord/tenant/subtenant under the related Lease Agreement.

**H. Records.** The Museum must provide the Park Director with an annual report that includes all fund raising activities, progress on the improvement of the Facility, level of and types of Services provided. This report must be provided annually on the anniversary date of this Agreement.

**I. Captions.** The captions employed in this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

**J. Interpretation.** This Agreement will be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Travis County, Texas, where this Agreement was entered into and will be performed.

**K. Invalidity.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law effective during this Agreement, then and in that event, the remainder of this Agreement is not affected thereby; and in lieu of each such clause or provision, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable, will be substituted therefor.

**L. Entirety Clause.** This Agreement and the incorporated and attached exhibits, together with the Bond Funds Agreement and the Lease Agreement, constitute the entire

agreement between the City and the Museum concerning the subject matter hereof. All other agreements, promises, and representations, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement, its exhibits, the Bond Funds Agreement and the Lease Agreement of the terms, conditions, promises, and covenants relating to the Museum's ownership, improvement and use of the Facility.

**[signature pages follows]**

EXECUTED to be effective, on \_\_\_\_\_, 20\_\_\_\_, by duly authorized officers of the parties, in multiple counterparts, any of which constitute an original.

**City**

City of Austin

By: \_\_\_\_\_

Name: Marc A. Ott

Title: City Manager, City of Austin, Texas

Approved as to form:

By: \_\_\_\_\_

Leela Fireside

Assistant City Attorney

**Museum**

Mexic-Arte Museum

By: \_\_\_\_\_

Name: Sylvia Orozco

Title: Executive Director

## Exhibit 1

The Services to be provided by the Museum to the City on an annual basis, until modified by a new Exhibit 1, are as follows:

### 1) Mexic-Arte Presentation/Gallery Space:

Mexic-Arte Museum will present an exhibition of art by Totally Cool Totally Art participants once a year at the end of February for three weeks which includes two weeks exhibition time and three days preparation time. Mexic-Arte must approve all aspects of the presentation of the artwork including the actual presentation, design of signage, labeling, etc., which approval will not be unreasonably withheld.

Mexic-Arte will provide the “Back Gallery”, which consists of approximately 130 to 150 Linear Feet of gallery space, exhibition design, exhibition installation, security, insurance, promotion in Mexic-Arte’s newsletter, and staff time for supervision, coordination, and maintenance of the presentation of the Totally Cool Totally Art exhibition [In Rehabilitated Facility, different space will be allocated].

### 2) Admission Access

Mexic-Arte will provide public access to art exhibits as follows:

(a) Mexic-Arte will provide reduced-fee or no fee access to youth groups from schools within the City of Austin and Austin City Parks and Recreation Centers, as requested, and as will not unreasonably interfere with regular museum activities. Each year, Mexic-Arte shall report the number of groups and numbers of children who received this type of access.

(b) Mexic-Arte will provide reduced fee or no fee access to senior groups as requested by these groups so long as the access does not unreasonably interfere with regular museum activities. Each year, Mexic-Arte shall report the number of groups and numbers of seniors who received this type of access.

(c) Mexic-Arte will provide no fee access to dignitaries who are visiting the City of Austin, provided City staff give Mexic-Arte reasonable notice of the need for such access, and the access does not unreasonably interfere with regular museum business. Should access be requested in the form of a tour, each tour will include a minimum of five persons per tour and a maximum of 25 people per tour.

The City of Austin will be responsible for all costs noted below that are related to the tour:

- Reception food, beverages, entertainment, set-up and clean-up
- All promotion – invitations, postage, press release
- Signage
- Photography and Documentation, optional at City’s discretion

- 3) Mexic-Arte will provide at least two unpaid internships of one semester each per year for emerging art professionals. The internships can be an opportunity for collaboration between Mexic-Arte and the Parks Department.
- 4) Mexic-Arte will collaborate with the Parks Department for one program to be held at a City of Austin facility each calendar year. Museum and Parks Department will work together to minimize the cost to each party of the collaborative program.
- 5) Mexic-Arte shall allow reasonable loan of art work in the Museum's permanent collection for public exhibitions in public City-owned facilities. Mexic-Arte and Parks Department shall work together to minimize the costs and to publicize the exhibits to increase community awareness of artwork from Mexico and other countries represented in the Museum's permanent collection.
- 6) Mexic-Arte shall share a workplan for each year with the City. This workplan will include Mexic-Arte's annual exhibition, education and event calendar, and its schedule of collaborations with the Parks Department. The workplan shall be provided with Mexic-Arte's annual report. A copy of this information shall be sent to the Parks Department as well as the Economic Growth and Redevelopment Services Office.

**Exhibit 2**

<p><b>NOTICE OF CONFIDENTIALITY RIGHTS:</b> IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.</p>	<p><b><u>RECORDING INFORMATION</u></b></p>
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**DEED OF TRUST TO SECURE OBLIGATIONS**

**DATE:** \_\_\_\_\_, 20\_\_

**OBLIGOR:** Mexic-Arte Museum

**OBLIGOR'S MAILING ADDRESS:** 419 Congress Avenue, Austin, Texas 78701

**TRUSTEE:** Leela Fireside

**TRUSTEE'S MAILING ADDRESS:** P.O. Box 1088, Austin, Texas 78767

**OBLIGEE:** City of Austin, Texas

**OBLIGEE'S MAILING ADDRESS:** P.O. Box 1088, Austin, Texas 78767

**OBLIGATIONS:** The obligations of Obligor under that certain Amended and Restated Services Agreement Between City of Austin and Mexic-Arte dated \_\_\_\_\_, 20\_\_ (Services Agreement), as the same may be amended and/or restated from time to time, to the extent that the failure to perform such obligations would constitute an uncured default under the Services Agreement.

**PROPERTY** (including any improvements):

Lot 6, Block 42, of the original City of Austin, Travis County, Texas, according to the map or plat recorded in the General Land Office of the State of Texas, and known locally as 419 Congress Avenue, Austin, Texas

**OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Subject to all restrictions, easements, and mineral reservations, if any, which are of record applicable to the Property as of the Date of this Deed of Trust.

For value received and to secure payment of the performance of the Obligations, Obligor conveys the Property to Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the

Trustee and the Trustee's substitutes or successors forever. Obligor binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof. Upon the expiration of the term of the Services Agreement, this Deed of Trust shall have no further effect, and Obligee shall release it at Obligor's expense.

A. OBLIGOR'S OBLIGATIONS

Obligor agrees to:

1. Perform the Obligations of Obligor under the Services Agreement, as the same may be amended and/or restated from time to time.
2. Warrant and defend the title to the Property.

B. OBLIGEE'S RIGHTS

1. Obligee may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. Obligee may exercise its rights under the Services Agreement, as provided therein.
3. Obligor and Obligee agree there shall be a lien in favor of Obligee to secure performance of the obligations in the Services Agreement. If a Default occurs, and after notice and opportunity to cure as provided by the Services Agreement, Obligee may: (a) request Trustee to foreclose this lien, in which case Obligee or Obligee's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and (b) purchase the Property at any foreclosure sale by offering the highest bid (the Obligee's bid may equal the amount of funds to which Obligee is entitled under the Services Agreement or that were previously provided by Obligee to Obligor for the acquisition and improvement of the Property). Obligee shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Deed of Trust, including, but not limited to, reasonable attorneys' fees, appraisal and environmental site assessment fees, and costs of title evidence.

C. TRUSTEE'S DUTIES

If requested by Obligee to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended; and
2. Sell and convey all or part of the Property to the highest bidder with a general warranty binding Obligor, subject to any prior liens and to Other Exceptions to Conveyance and Warranty.

D. GENERAL PROVISIONS

1. If any of the Property is sold under this Deed of Trust, Obligor shall immediately surrender possession to the purchaser. If Obligor fails to do so, Obligor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.

3. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

4. If any provision of this Deed of Trust is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal, or unenforceable provision shall be severed from this Deed of Trust and the remainder enforced as if such invalid, illegal, or unenforceable provision is not a part of this Deed of Trust.

OBLIGOR:

Mexic-Arte Museum

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Texas §

§

County of Travis §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Mexic-Arte Museum, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording, Please Return To:

City of Austin  
Financial and Administrative Services Department  
P.O. Box 1088  
Austin Texas 78767-1088  
ATTN: Shelley Kilday, Bond Coordinator  
Matter: Mexic-Arte Museum

## **Exhibit D**

### **Insurance and Bond Requirements**

## EXHIBIT D

### Insurance Requirements

**Agreement:** Mexic-Arte Agreement to Use Bond Funds

**Date:** \_\_\_\_\_

**Parties:** City of Austin (City) and Mexic Arte Museum

1. Mexic-Arte Museum is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) that is exempt from federal income taxes under section 501(a) of the IRC.

2. The City is a home rule municipality.

3.

I. Mexic-Arte Museum and, any contractor or subcontractor during the period improvements are being made to the Property by the contractor or subcontractor, shall carry insurance in the following types and amounts for the duration of the Agreement. Any exceptions to the requirements set forth in this exhibit (the "Insurance Requirements") must be approved by the City's Risk Management Division. Mexic-Arte Museum shall furnish Certificates of Insurance, and all policy endorsements to City, in the following types and amounts for the duration of the Agreement:

**A. Employers Liability and Workers' Compensation Insurance.**

Minimum policy limits for Employers' Liability shall be \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. Workers' Compensation coverage shall be consistent with statutory benefits described in the Texas Workers' Compensation Act, section 401. Coverage shall apply to the State of Texas. The policy shall contain the following endorsements in favor of the City:

1. Waiver of Subrogation (Form WC 420304); and
2. 30-Day Notice of Cancellation (Form WC 420601).

**B. Commercial General Liability Coverage** with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions:

1. Blanket Contractual liability coverage for liability assumed under this contract;
2. XC&U (explosion, collapse, and underground) coverage

3. Products and completed operations coverage;
4. Independent contractors coverage;
5. Personal and Advertising injury coverage;
6. Additional Insured endorsement in favor of the City (Form CG 2010);
7. Waiver of Subrogation endorsement in favor of the City (Form CG 2404); and
8. 30-Day Notice of Cancellation endorsement in favor of the City (Form CG 0205).

C. **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a limit of \$1,000,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the City:

1. Additional Insured endorsement (Form TE 9901B);
2. Waiver of Subrogation endorsement (Form TE 2046A); and
3. 30-Day Notice of Cancellation endorsement (Form TE 0202A).

D. **All risk property coverage** including but not limited to fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned and/or acquired by Mexic-Arte Museum for the Agreement. The coverage shall be at replacement cost with a 100% coinsurance clause. The City shall be a mortgage/loss payee on the policy As Their Interest May Appear.

E. During the period improvements are being made to the Property by a contractor or subcontractor employed by Mexic-Arte Museum, **Builders' Risk Insurance** on an all risk physical loss form in the amount of the maximum contractor amount for such improvements. Coverage shall commence upon the date any work with respect to such improvements begins and shall continue until the work is complete and a certificate of occupancy is issued with respect to the improvements. The City shall be a mortgagee/loss payee on the policy. If off-site storage is permitted with respect to the work, coverage shall include transit and storage in an amount sufficient to protect any property being transported or stored.

F. **Hazardous Material Insurance.** For work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

- (i) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide

“occurrence” coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of Mexic-Arte and the City.

(ii) any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms “conveyance” and “bulk” are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(iii) The contractor shall submit complete copies of the policy providing pollution liability coverage to Mexic-Arte and the City.

(G) **Professional Liability Insurance.** In addition to the workers compensation, business auto liability and commercial general liability coverage requirements above, all contractors providing professional services shall provide Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the Mexic-Arte and the City. The minimum limit of liability for this coverage shall be \$1,000,000.

II. **Performance and Payment Bonds.** Mexic-Arte shall require its general contractor or construction manager at risk, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Improvements, to furnish and deliver to the City, legally issued surety bonds in a form approved by the City and in compliance with the Texas Property Code, with the City and Mexic-Arte named as co-obligees. The furnishing and delivery of the bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Improvements and, upon the failure of the construction manager at risk to furnish and deliver all of the bonds in

form, tenor and execution and with sureties reasonably satisfactory to the City, no rights obtain thereunder to the construction manager at risk, or contractor, no construction of the Improvements being completed pursuant to the Agreement may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and Mexic-Arte will be in material default under the Agreement.

(A) Payment Bond. Mexic-Arte shall require the contractor or construction manager at risk to provide a payment surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

(B) Performance Bond. Mexic-Arte shall require the contractor or construction manager at risk to provide a performance surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full and complete performance by the contractor or construction manager at risk of these covenants and agreements contained in the contract documents

Nothing in this Exhibit is intended to overlap or be duplicative of the insurance currently carried by Mexic-Arte.

III. If the insurance policies are written for less than the amount specified in section above, Mexic-Arte Museum shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

IV. Mexic-Arte Museum shall provide City at least thirty (30) calendar days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

V. Mexic-Arte Museum shall not acquire any Property or commence work under the Agreement until it has obtained all required insurance and until such insurance coverage has been reviewed by the Risk Management Division of the City.

VI. City prefers that the required insurance be written by a company licensed to do business in the State of Texas at the time the policy is issued. In any event, the company must be rated by A.M. Best at B+ VII or better and reasonably acceptable to City.

VII. All endorsements, naming the City as additional insured, waivers, notices of cancellation, notices of non-renewal or any other endorsements as well as the Certificate of Insurance shall:

(A) Name the City at the address set forth in the Agreement.

(B) Obligate the insurance company to notify the City official named the Agreement at its notice address of any non-renewal, cancellation or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

VIII. The "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in the Agreement, covering both City, Mexic-Arte Museum, shall be considered primary coverage as applicable.

IX. Mexic-Arte Museum shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or the twenty-four month period following completion, in the case of a claims-made policy.

X. City reserves the right to review these Insurance Requirements during the effective period of the Agreement and to make reasonable adjustments to insurance coverages, and their limits, when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company, as well as that of Mexic-Arte Museum.

XI. City shall be entitled, upon request, and without expense to City, to receive copies of the requisite insurance policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies).

XII. Actual losses, deductibles and self-insured retentions stated in policies, if any, which are not covered by insurance as required by these Insurance Requirements, are not allowable costs under the Agreement.

## **Exhibit E**

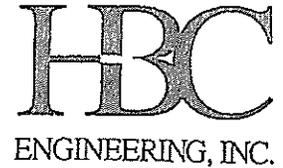
### **Milestone Deliverables**

- (1) Completed Feasibility Study;
- (2) Comprehensive Asbestos And Lead Survey Report and documentation verifying completed implementation of hazardous materials abatement or encapsulation, as required by applicable state and federal laws;
- (3) At 100% completion of Schematic Design Phase: One half-size set of drawings and complete project manual, an updated project schedule, a quarterly M/WBE compliance report and an updated statement of probable construction costs;
- (4) At 100% completion of Design Development Phase: One half-size set of drawings and complete project manual, an updated project schedule, a quarterly M/WBE compliance report and an updated statement of probable construction costs;
- (5) At 50% completion of Construction Document Phase: One half-size set of drawings and complete project manual, an updated project schedule, a quarterly M/WBE compliance report and an updated statement of probable construction costs;
- (6) At 100% completion of Construction Document Phase: One half-size set of drawings and complete project manual, an updated project schedule, a quarterly M/WBE compliance report and an updated statement of probable construction costs. One half-size set of bid documents if revisions to the half-size set of Construction Document Phase set occurs;
- (7) At Construction Phase: Monthly LEED reports / documentation and LEED submission(s), monthly progress report and updated schedule and quarterly M/WBE compliance reports.
- (7) At Final Completion: One half-size set of as-builts (record drawings), including Owners Operation and Maintenance Manual. Final M/WBE compliance report. Completed documentation verifying completed implementation of hazardous material abatement or encapsulation (as required by applicable state and federal law).
- (8) Post Construction Phase: Warranty Reports at 6 and 12 months

**Exhibit F**

**1999 Asbestos Survey**

MAY 04 2009



**COMPREHENSIVE ASBESTOS SURVEY**

For Assessment of  
Asbestos-Containing Building Materials

**413, 415, 417 and 419 CONGRESS**  
**Austin, Texas**

Prepared by:

**HBC ENGINEERING, INC.**  
Environmental, Geotechnical and Construction Material Services  
Austin, Texas

May 4, 1999

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Houston  
2313 W. Sam Houston Pkwy N  
Suite 107  
Houston, Texas 77043

Dallas  
8901 Carpenter Freeway  
Suite 100  
Dallas, Texas 75247

Fort Worth  
2301 E. Loop 820 North  
Flagstone & Loop 820  
Fort Worth, Texas 76118

Austin  
3913 Todd Lane  
Suite 312  
Austin, Texas 78744

Atlanta  
2470 Windy Hill Road  
Suite 300  
Marietta, Georgia 30067



# TABLE OF CONTENTS

	<u>SECTION</u>
Survey Method and Sample Protocol .....	1
Analysis and Results .....	2
Building Description and Inspection Report.....	3
Recommendations.....	4
 <b>Appendices</b>	
Bulk Sample Log .....	A
Inventory of Asbestos-Containing Materials .....	B
Report of Laboratory Analyses and Sample Chain-of-Custody .....	C
Sample Location Drawings.....	D
HBC Personnel and Laboratory Licenses .....	E



## 1.0 SURVEY METHOD AND PROTOCOL

On April 13, 1999, an asbestos survey was conducted in the buildings located at 413 – 419 Congress in Austin, Texas. The survey was conducted and bulk material samples were obtained by Mr. Richard Ian Howes and Mr. Mike Van Zandt, TDH licensed and EPA accredited asbestos inspectors employed by HBC Engineering, Inc. The survey was conducted in accordance with Texas asbestos Health Protection Act Rules and in general accordance with EPA guidance document number EPA 560 5/84-024 and is intended to assess and identify suspect materials prior to the future possible renovation of these properties. **Eighty- six samples of suspect building materials were obtained in this study.**

Suspect materials which are typically considered for sampling include surfacing materials, thermal insulation, and miscellaneous materials (i.e. floor tiles, ceiling tiles, mastics, etc.). The location and type of suspect materials sampled were at the discretion of the licensed asbestos inspector. Materials not sampled include concrete materials, wooden and metal doors, ceramic tile, fiberglass-containing products or materials, fiberglass insulated systems, electrical wiring insulation, or other hidden or inaccessible components (i.e., materials within walls, in crawl spaces, etc.). Sample location drawings are included in this report.

## 2.0 ANALYSIS AND RESULTS

All samples of suspect asbestos-containing building materials collected during the survey were analyzed by Omni Environmental, Inc., a NVLAP accredited and Texas Department of Health licensed laboratory using Polarized Light Microscopy (PLM). Reports of laboratory analysis of all samples collected are included herein.

Fourteen of the homogeneous materials sampled in this study were found to contain asbestos.

Several materials were assumed to contain asbestos but were not sampled.

## 3.0 BUILDING DESCRIPTION AND INSPECTION REPORT

The buildings located at 413 – 419 Congress were reportedly constructed in the late 1800's but have undergone numerous renovations since then. The interior finish materials utilized in these areas vary greatly from lease space to lease space. The condition of these properties is fair to good overall but some areas are showing obvious signs of aging.

The building exterior consists of plaster and brick walls and façade with hard plaster walls utilized on the soffits and interior walls. The hard plaster material was noted to be in fair condition and was



assessed as being non-friable.

The majority of the floor area in the 413, 415 and 417 lease spaces are covered with either resilient floor tile or rolled vinyl flooring. The Mexican Art Gallery (419 Congress) has exposed wooden floors, carpeting and non asbestos-containing rolled vinyl flooring. The Oscar Snowdens second floor storage area has a large quantity of damaged and displaced asbestos containing floor tile with exposed mastic. The remaining areas where resilient floor tile was noted have small amounts of damaged tile but are in fair condition overall.

The damaged floor tile in the Oscar Snowdens second floor storage area is considered friable, all other flooring was considered non-friable.

The interior walls and ceilings of the Oscar Snowdens showroom and offices are constructed of drywall material with asbestos-containing joint compound. The spray applied ceiling texture which is applied to both drywall and adhered ceiling tiles was also found to contain asbestos. The spray applied ceiling texture is in fair condition and is considered to be friable. In addition to the showroom and office areas, the south restroom in the Oscar Snowdens second floor area was also found to have non-friable asbestos containing texturizer on the upper surround walls. None of the interior plaster walls and ceilings in the Oscar Snowdens area were found to contain asbestos. The remaining lease spaces had either drywall or plaster walls and ceilings, no asbestos containing materials were found in these areas. The kitchen, storage areas and offices in Ted's Greek Cafe (417 Congress) have a 24" x 48" suspended ceiling tile with a pinhole pattern which was found to contain asbestos. The asbestos-containing ceiling tiles have been painted which reduces the potential for fiber release, however the material was assessed as friable.

The HVAC system utilized in these lease spaces varied from recently installed HVAC units to antiquated heating and air conditioning units. The second floor mechanical room in the Mexican Art Gallery has a small section of friable asbestos containing pipe insulation protruding from a wall. This same material has been damaged during past renovations with debris lying on the floor and on underlying equipment. This same mechanical room has two vibration dampers or flex duct connectors on the ducts. These connectors are in good shape and considered to be non-friable. This mechanical room should be considered to be contaminated with asbestos due to the damaged asbestos pipe insulation debris. No other asbestos containing materials were identified in other lease space HVAC systems.

The roof of the building consists of a flat built up roof system. A layer of asbestos containing silver roof coating has been applied to all roof surfaces including penetrations and parapet walls. This material is in good condition and was assessed as being non-friable. The roof appears to be in good condition overall. The elevator mechanical equipment is located in penthouse sheds located on the roofs. The gear boxes located in these areas are assumed to contain asbestos insulation and /or wiring.



#### 4.0 RECOMMENDATIONS

Several of the asbestos containing materials identified in this survey have a moderate to high potential for disturbance. The Mexican Art Gallery second floor mechanical room should be considered to be asbestos contaminated by loose pipe insulation debris. This area should be sealed off until it can be cleaned up by a T.D.H. licensed asbestos abatement contractor. The damaged floor tile found in the Oscar Snowdens second floor storage area should be cleaned up in similiar fashion but does not have as high a potential for disturbance as the area appears to be unused. The spray applied ceiling material in the Oscar Snowdens showroom and office area and the suspended acoustic tiles in Ted's Greek Cafe are friable and have the potential for disturbance but is in fair condition.

We appreciate the opportunity to perform these services for you, and do not hesitate to contact HBC if you have any questions regarding this project.

Respectfully Submitted,

**HBC ENGINEERING, INC.**

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Michael Van Zandt  
EPA Accredited Inspector  
Individual Asbestos Consultant  
License Number 10-5406  
State of Texas

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Hilary D. Johns  
Senior Technical Review

**ASBESTOS INSPECTION/SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999		PROJ NAME: 413 - 419 Congress		PROJ #: 96997098		
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C-72	Rolled vinyl flooring - brown	Near stairs - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-73	Drywall Construction - Tape and float only	S. central wall - Third floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-74	Pipe insulation debris	Second floor mechanical room	Mexican Art Gallery	Friable	1	Poor	1	90% chrysotile
C-75	Cooling water pipe insulation - cork	Second floor mechanical room	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-76	Rolled vinyl flooring - grey with squares	Men's Restroom - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-77	Rolled vinyl flooring - grey with squares	Men's Restroom - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-78	Rolled vinyl flooring - grey with squares	Men's Restroom - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-79	Drywall Construction - White with tape and float	Women's Restroom - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-80	Drywall Construction - White with tape and float	South wall of central area - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-81	Drywall Construction - White with tape and float	North wall of central area - Second floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-82	Rolled vinyl flooring - Tan with brown specks	Central mezzanine room	Mexican Art Gallery	Non-friable	1	Good	1	None Detected

**ASBESTOS INSPECTION/SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999	PROJ NAME: 413 - 419 Congress		PROJ #: 96997098			
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C-61	Rolled vinyl flooring - green and tan	N. Central closet - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-62	Hard plaster on drywall	South furr-out area - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-63	Drywall Construction - White with heavy texture	S. wall in N.W. closet - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-64	Drywall Construction - White with heavy texture	N.W. closet exterior wall - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-65	Drywall Construction - White with heavy texture	West area wall - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-66	Adhered acoustical tile - 12"x24" white with woven cover	Central portion of Central building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-67	Adhered acoustical tile - 12"x24" white with woven cover	Central portion of Central building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-68	Adhered acoustical tile - 12"x24" white with woven cover	Central portion of Central building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-69	Rolled vinyl flooring - brown with green stripes	Third floor mechanical room	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-70	Rolled vinyl flooring - brown	Doorway outside third floor mech. Room	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-71	Rolled vinyl flooring - brown	Near stairs - Third floor	Mexican Art Gallery	Non-friable	1	Good	1	None Detected

**ASBESTOS INSPECTION SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999		PROJ NAME: 413 - 419 Congress		PROJ #: 96997098		
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO-AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C-51	Adhered acoustical tile - 16"x16" white with beveled edges	Central area of South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-52	Adhered acoustical tile - 16"x16" white with beveled edges	Central area of South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-53	Adhered acoustical tile - 16"x16" white with beveled edges	Central area of South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C-54	Drywall Construction - White with medium sandy texture	N.E. corner of South office	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-55	Drywall Construction - White with medium sandy texture	N.W. corner of Central restroom	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-56	Drywall Construction - White with medium sandy texture	South wall - Central restroom	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-57	Rolled vinyl flooring - Tan	North restroom - Central restroom	Oscar Snowdens - Second Floor	Non-friable	1	Poor	1	30% chrysotile
C-58	Drywall Construction - Tape and float only	West side of dividing wall - South building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-59	Drywall Construction - Tape and float only	West side of dividing wall - South building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected
C-60	Drywall Construction - Tape and float only	Central closet - Central building	Oscar Snowdens - Second Floor	Non-friable	1	Good	1	None Detected

**ASBESTOS INSPECTION, SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999	PROJ NAME: 413 - 419 Congress		PROJ #: 96997098			
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C- 40	Resilient Floor Tile - 12"x12", Tan top layer with tan mastic, Tan bottom layer with black mastic	Restroom	Loans of Texas	Non-Friable	1	Good	1	5% chrysotile in bottom layer tile and mastic
C- 41	Silver roof coating	E. central portion of South roof	Roof	Non-Friable	1	Good	1	20% chrysotile
C- 42	Roof field felts with coating	E. central portion of South roof	Roof	Non-Friable	1	Good	1	20% chrysotile
C- 43	Roof field felts with coating	Central portion of middle roof	Roof	Non-Friable	1	Good	1	20% chrysotile
C- 44	Adhered acoustical tile - 12"x12" white with beveled edges	S.E. area - South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C- 45	Adhered acoustical tile - 12"x12" white with beveled edges	N.E. area - South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C- 46	Adhered acoustical tile - 12"x12" white with beveled edges	Central area - South building	Oscar Snowdens - Second Floor	Friable	1	Good	1	None Detected
C- 47	Drywall Construction - White with medium texture	East upper wall of South restroom	Oscar Snowdens - Second Floor	Non-Friable	1	Good	1	10% chrysotile in texture
C- 48	Drywall Construction - White with medium texture	S.W. corner of upper restroom wall - South restroom	Oscar Snowdens - Second Floor	Non-Friable	1	Good	1	10% chrysotile in texture
C- 49	Drywall Construction - White with medium texture	Central area above doorway - South restroom	Oscar Snowdens - Second Floor	Non-Friable	1	Good	1	10% chrysotile in texture
C- 50	Resilient Floor Tile - 9"x9", Brown with black mastic	Central area of South building	Oscar Snowdens - Second Floor	Non-Friable	1	Poor	1	15% chrysotile in tile and mastic

**ASBESTOS INSPECTION SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999		PROJ NAME: 413 - 419 Congress		PROJ #: 96997098		
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C- 29	Black duct mastic and insulation	Loft	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 30	Black duct mastic and insulation	Loft	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 31	Black duct mastic and insulation	Loft	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 32	Plaster with rough texture	Loft	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 33	24"x48" Suspended ceiling tile - Pinhole pattern	Kitchen	Teds Greek Cafe	Friable	1	Good	1	5% Amosite
C- 34	24"x48" Suspended ceiling tile - Pinhole pattern	Storage	Teds Greek Cafe	Friable	1	Good	1	None Detected
C- 35	24"x48" Suspended ceiling tile - Pinhole pattern	Kitchen	Teds Greek Cafe	Friable	1	Good	1	None Detected
C- 36	24"x48" Suspended ceiling tile - Random pitted pattern	Lobby	Loans of Texas	Friable	1	Good	1	None Detected
C- 37	24"x48" Suspended ceiling tile - Random pitted pattern	Lobby	Loans of Texas	Friable	1	Good	1	None Detected
C- 38	24"x48" Suspended ceiling tile - Random pitted pattern	Lobby	Loans of Texas	Friable	1	Good	1	None Detected
C- 39	Resilient Floor Tile - 9"x9", White with black mastic	Office	Loans of Texas	Non-Friable	1	Fair	1	5% chrysotile in tile and mastic

**ASBESTOS INSPECTION/SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999		PROJ NAME: 413 - 419 Congress		PROJ #: 96997098		
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C- 19	Plaster with rough texture	Mezzanine near restroom	Oscar Snowdens	Non-Friable	1	Good	1	None Detected
C- 20	Plaster with rough texture	First floor - central storage near service entry	Oscar Snowdens	Non-Friable	1	Good	1	None Detected
C- 21	Plaster with rough texture	First floor - central storage near restroom	Oscar Snowdens	Non-Friable	1	Good	1	None Detected
C- 22	Resilient Floor Tile - 12"x12", Beige with tan mastic	First floor - central storage restroom	Oscar Snowdens	Non-Friable	1	Poor	1	5% chrysotile in tile only
C- 23	Resilient Floor Tile - 12"x12", Grey top layer with tan mastic, Tan bottom layer with black mastic	Center of north wall - Dining room	Teds Greek Cafe	Non-Friable	1	Good	1	5% chrysotile in bottom layer of tile and mastic
C- 24	Resilient Floor Tile - 12"x12", Grey top layer with tan mastic, Tan bottom layer with black mastic	N.E. corner - Dining room	Teds Greek Cafe	Non-Friable	1	Good	1	5% chrysotile in tile and mastic
C- 25	Resilient Floor Tile - 12"x12", Tan with black mastic	10' from N.W. corner - storage	Teds Greek Cafe	Non-friable	1	Good	1	5% chrysotile in tile and mastic
C- 26	Drywall Construction - White with smooth texture	Kitchen	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 27	Drywall Construction - White with smooth texture	Office	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected
C- 28	Drywall Construction - White with smooth texture	Rear storage	Teds Greek Cafe	Non-Friable	1	Good	1	None Detected

**ASBESTOS INSPECTION SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999	PROJ NAME: 413 - 419 Congress		PROJ #: 96997098			
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO-AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C- 09	Spray-Applied Ceiling Texture - White with heavy texture on drywall	Mezzanine - N. central area - furr-down	Oscar Snowdens	Friable	1	Fair	1	5% chrysotile
C- 10	Spray-Applied Ceiling Texture - White with heavy texture on 12"x12" Ceiling tile	Mezzanine - near elevator	Oscar Snowdens	Friable	1	Fair	1	5% chrysotile
C- 11	Spray-Applied Ceiling Texture - White with heavy texture on 12"x12" Ceiling tile	Mezzanine - 40' east of elevator	Oscar Snowdens	Friable	1	Fair	1	5% chrysotile
C- 12	Spray-Applied Ceiling Texture - White with heavy texture on 12"x12" Ceiling tile	Mezzanine - central foyer near HVAC closet	Oscar Snowdens	Friable	1	Fair	1	5% chrysotile
C- 13	Drywall Construction - White with light texture	Mezzanine - S.E. area	Oscar Snowdens	Non-friable	1	Good	1	5% chrysotile
C- 14	Drywall Construction - White with light texture	Mezzanine - central foyer near HVAC closet	Oscar Snowdens	Non-friable	1	Good	1	5% chrysotile
C- 15	Drywall Construction - White with light texture	Mezzanine - N.W. corner	Oscar Snowdens	Non-friable	1	Good	1	5% chrysotile
C- 16	Plaster with troweled on texture	First floor restroom	Oscar Snowdens	Non-friable	1	Good	1	None-Detected
C- 17	Plaster with troweled on texture	First floor restroom	Oscar Snowdens	Non-Friable	1	Good	1	None Detected
C- 18	Plaster with troweled on texture	First floor restroom	Oscar Snowdens	Non-friable	1	Good	1	None Detected

**ASBESTOS INSPECTION SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999		PROJ NAME: 413 - 419 Congress		PROJ #: 96997098		
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C- 01	Resilient Floor Tile - 9"x9", Brown with black mastic	First floor - central closet	Oscar Snowdens	Non-friable	1	Fair	1	10% chrysotile in tile and mastic
C- 02	Resilient Floor Tile - 9"x9", Beige with red streaks and black mastic	First floor - center of north wall	Oscar Snowdens	Non-friable	1	Fair	1	5% chrysotile in tile and mastic
C- 03	Resilient Floor Tile - 12"x12", White w/ grey streaks and black mastic	First floor - N.W. area under windows	Oscar Snowdens	Non-friable	1	Fair	1	5% Chrysotile in tile and mastic
C- 04	Resilient Floor Tile - 12"x12", White w/ brown streaks and black mastic	Mezzanine - kitchen	Oscar Snowdens	Non-friable	1	Fair	1	3% chrysotile in tile, 5% in mastic
C- 05	Resilient Floor Tile - 9"x9", White with black mastic	Mezzanine - break room	Oscar Snowdens	Non-friable	1	Fair	1	3% chrysotile in tile, 5% in mastic
C- 06	Resilient Floor Tile - 12"x12", Beige with tan mastic	First floor - central storage area	Oscar Snowdens	Non-friable	1	Fair	1	5% chrysotile in tile only
C- 07	Spray-Applied Ceiling Texture - White with heavy texture on drywall	Mezzanine - N.E. area	Oscar Snowdens	Friable	L	Fair	1	None Detected
C- 08	Spray-Applied Ceiling Texture - White with heavy texture on drywall	Mezzanine - S.E. area	Oscar Snowdens	Friable	1	Fair	1	None Detected

Rolled vinyl flooring – Tan	Oscar Snowdens – Second floor – North restrooms	Oscar Snowdens	Non-friable	See flooring totals	30% Chrysotile
Pipe insulation debris	Mexican Art Gallery – Second floor mechanical room	Mexican Art Gallery	Friable	Approx. one linear foot of damaged pipe, Debris found on floor and mechanical equipment	90% Chrysotile
Vibration dampers	Mexican Art Gallery – Second floor mechanical room	Mexican Art Gallery	Non-friable	Two total – 4 square feet	Assumed
Elevator gear boxes	Roof elevator access areas	Roof areas	Non-friable	20 square feet	Assumed
Fire doors	Oscar Snowdens – Second floor	Oscar Snowdens	Non-friable	400 square feet/ 4doors	Assumed
Drywall Construction – White with light texture	Oscar Snowdens – All drywall surfaces in showroom and offices in first floor and mezzanine areas	Oscar Snowdens	Non-friable	See surfacing totals	5% Chrysotile

ASBESTOS CONTAINING FLOORING AND SURFACING MATERIALS SUMMARY		
Asbestos Containing Flooring Materials	Oscar Snowdens	17,115 square feet
Asbestos Containing Flooring Materials	Ted's Greek Cafe	2,100 square feet
Asbestos Containing Flooring Materials	Loans of Texas	1,200 square feet
Asbestos Containing Surfacing Materials	Oscar Snowdens	13,850 square feet

**INVENTORY OF ASBESTOS-CONTAINING MATERIALS**

INSP: M. Van Zandt and R. Howes	DATE: April 16, 1999	PROJ NAME: 413 - 419 Congress		PROJ #: 96997098	
TYPE OF MATERIAL	LOCATION OF MATERIALS	HOMO AREA	FRIABLE/NO N-FRIABLE	MATERIAL QUANTITY	ASBESTOS CONTENT
Resilient Floor Tile - 9"x9", Brown with black mastic	Oscar Snowdens - Second floor and office area	Oscar Snowdens	Non-friable	See flooring totals	10% Chrysotile in tile and mastic
Resilient Floor Tile - 9"x9", Beige with red streaks and black mastic	Oscar Snowdens - Showroom and offices	Oscar Snowdens	Non-friable	See flooring totals	5% Chrysotile in tile and mastic
Resilient Floor Tile - 12"x12", White w/ brown streaks and black mastic	Oscar Snowdens - Showroom and offices	Oscar Snowdens	Non-friable	See flooring totals	3% Chrysotile in tile, 5% in mastic
Spray-Applied Ceiling Texture - White with heavy texture on drywall	Oscar Snowdens - Showroom and offices	Oscar Snowdens	Friable	See surfacing totals	5% Chrysotile
Spray-Applied Ceiling Texture - White with heavy texture on 12"x12" Ceiling tile	Oscar Snowdens - Showroom and offices	Oscar Snowdens	Friable	See surfacing totals	5% Chrysotile
Resilient Floor Tile - 12"x12", Beige with tan mastic	Oscar Snowdens - First floor central storage and restroom	Oscar Snowdens	Non-friable	See flooring totals	5% Chrysotile in tile
Resilient Floor Tile - 12"x12", Tan with black mastic	Ted's Greek Café - Bottom layer of tile found throughout store	Ted's Greek Café	Non-friable	See flooring totals	5% Chrysotile in tile and mastic
24"x48" Suspended Ceiling Tile - Pinhole pattern	Ted's Greek Café - Throughout rear kitchen, office and storage areas	Ted's Greek Café	Friable	840 square feet	5% Amosite
Resilient Floor Tile - 9"x9", White with black mastic	Loans of Texas - Bottom layer of tile found throughout space	Loans of Texas	Non-friable	See flooring totals	5% Chrysotile in tile and mastic
Silver roof coating	All roof surfaces including parapet walls	All roof areas	Non-friable	24,650 square feet	20% Chrysotile
Drywall Construction - White with medium texture	Oscar Snowdens - Second floor around south restroom	Oscar Snowdens	Non-friable	See surfacing totals	10% Chrysotile in Texturizer

**ASBESTOS INSPECTION/SAMPLING LOG AND RESULTS**

INSP: R. Howes/Mike Van Zandt		DATE: April 13, 1999	PROJ NAME: 413 - 419 Congress		PROJ #: 96997098			
NO.	TYPE OF MATERIAL	LOCATION OF SAMPLE	HOMO AREA	FRIABLE/ NON-FRIABLE	AIR FLOW	COND	V I B	ASBESTOS CONTENT
C-83	Drywall Construction - White with tape and float	East wall in mezzanine gallery	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-84	Black duct mastic and insulation	First floor hallway	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-85	Black duct mastic and insulation	First floor storeroom	Mexican Art Gallery	Non-friable	1	Good	1	None Detected
C-86	24"x48" Suspended ceiling tile - Random pitted pattern	First floor gallery	Mexican Art Gallery	Friable	1	Good	1	None Detected

# BULK SAMPLE ANALYSIS REPORT

Omni Environmental, Inc.

13740 Research Blvd. Suite H-5

Austin, TX 78750

(512) 258-9114

NVLAP # 102061

TDH Lab License 30-0087

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April 20, 1999

Ian Howes

HBC Engineering

3913 Todd Lane Ste 312

Austin, TX 78744

Dear Mr. Howes:

Please find enclosed the bulk sample analytical results for the following project:

Client Project #:	96997098 PO# 99-96-4410	Lab Project #:	101669
Date Received:	4/15/99	Received By:	Joseph Mink
Delivery Agency:	B.C.O. Delivery Service, Inc.	Name/Tracking #:	D147841
Date Logged:	4/15/99	Logged in by:	Joseph Mink
Analysis Completed:	4/20/99	Samples in Project:	86

The following procedures were used in sample analysis unless otherwise noted.

ANALYTICAL METHOD: EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116) or EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020), as applicable.

Percentages are visual estimates based on sample volume. Limit of Detection: <1%. Limit of Quantification: 1%.

Negative results of resinously bound materials such as roofing material or floor tile may be inconclusive. NAD means No Asbestos was Detected in the sample or layer. The term texturizer (where applicable) may include wall texturizing, tape and bed, and/or joint compound. This report relates only to the item tested. It may not be used to claim product endorsement by NVLAP or any agency of the federal government. This report may not be reproduced, except in full, without the expressed written consent of laboratory management.

Subsamples of layers or other inhomogeneities were analyzed separately and their results combined in proportion to the quantity of each layer to obtain quantitative results for the sample as a whole.

All samples are stored for 3 months from the date the report is sent before being disposed of unless other instructions are received from the client in writing.

Please call us if you have any questions regarding this report.

Thank you for your business.

Sincerely,

  
\_\_\_\_\_  
Steve Griffin, Lab Manager

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78650 Color: Brown  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 1 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	10 %		Filler/Binder	55 %
Amosite			Tar	<1 %
Crocidolite			Aggregate	35 %
Tremolite				
Actinolite				
Anthophyllite				
Asbestos Total:	10 %	Fibrous Total:	Non-Fibrous Total:	90 %

## SAMPLE LAYER DETAILS

Layer 1: 10% Chrysotile detected in Floor Tile.  
Layer 2: 10% Chrysotile detected in Tar.

Lab Project #: 101669 Lab Sample #: 78651 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 2 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %		Filler/Binder	60 %
Amosite			Tar	<1 %
Crocidolite			Aggregate	35 %
Tremolite				
Actinolite				
Anthophyllite				
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total:	95 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.

Lab Project #: 101669 Lab Sample #: 78652 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 3 Date Analyzed: 4/19/99  
Analyst: Steve Griffin QC'd By: Joseph Mink  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %		Filler/Binder	60 %
Amosite			Tar	<1 %
Crocidolite			Aggregate	35 %
Tremolite				
Actinolite				
Anthophyllite				
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total:	95 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78653 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 4 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	3 %		Filler/Binder	62 %
Amosite			Mastic	<1 %
Crocidolite			Tar	<1 %
Tremolite			Aggregate	35 %
Actinolite				
Anthophyllite				
Asbestos Total:	3 %	Fibrous Total:	Non-Fibrous Total:	97 %

## SAMPLE LAYER DETAILS

Layer 1: 3% Chrysotile detected in Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.  
Layer 3: No Asbestos Detected in Tan Mastic.

Lab Project #: 101669 Lab Sample #: 78654 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 5 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	3 %		Filler/Binder	62 %
Amosite			Mastic	<1 %
Crocidolite			Tar	<1 %
Tremolite			Aggregate	35 %
Actinolite				
Anthophyllite				
Asbestos Total:	3 %	Fibrous Total:	Non-Fibrous Total:	97 %

## SAMPLE LAYER DETAILS

Layer 1: 3% Chrysotile detected in Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.  
Layer 3: No Asbestos Detected in Tan Mastic.

Lab Project #: 101669 Lab Sample #: 78655 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 6 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %		Filler/Binder	60 %
Amosite			Mastic	<1 %
Crocidolite			Aggregate	35 %
Tremolite				
Actinolite				
Anthophyllite				
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total:	95 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Floor Tile.  
Layer 2: No Asbestos Detected in Tan Mastic.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78656  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 7  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99  
QC'd By: Joseph Mink

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	40 %	Filler/Binder	60 %
Amosite					
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	40 %	Non-Fibrous Total:	60 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78657  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 8  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	40 %	Filler/Binder	60 %
Amosite					
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	40 %	Non-Fibrous Total:	60 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78658  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 9  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %	Cellulose	5 %	Filler/Binder	85 %
Amosite				Paint	5 %
Crocidolite				Metal	<1 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	5 %	Fibrous Total:	5 %	Non-Fibrous Total:	90 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78659 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 10 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite				Metal	<1 %
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78660 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 11 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite				Metal	<1 %
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78661 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 12 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite				Metal	<1 %
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78662 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 13 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	5 %
Amosite				Paint	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78663 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 14 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	5 %
Amosite				Paint	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78664 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 15 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	5 %
Amosite				Paint	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Texturizer.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78665      Color: White  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 16      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder <1 %
Amosite		Paint 100 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78666      Color: White  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 17      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 90 %
Amosite		Paint 10 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78667      Color: White  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 18      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 90 %
Amosite		Paint 10 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78668  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 19  
Analyst: Steve Griffin  
Comments:

Color: Tan  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose <1 %	Filler/Binder 60 %
Amosite		Paint <1 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: <1 %	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78669  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 20  
Analyst: Steve Griffin  
Comments:

Color: Tan  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose <1 %	Filler/Binder 60 %
Amosite		Paint <1 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: <1 %	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78670  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 21  
Analyst: Steve Griffin  
Comments:

Color: Tan  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose <1 %	Filler/Binder 60 %
Amosite		Paint <1 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: <1 %	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78671 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 22 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %		Filler/Binder	60 %
Amosite			Aggregate	35 %
Crocidolite				
Tremolite				
Actinolite				
<u>Anthophyllite</u>				
Asbestos Total:	5 %	Fibrous Total:	Non-Fibrous Total:	95 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78672 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 23 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	2 %		Filler/Binder	63 %
Amosite			Mastic	<1 %
Crocidolite			Tar	<1 %
Tremolite			Aggregate	35 %
Actinolite				
<u>Anthophyllite</u>				
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total:	98 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Tan Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.  
Layer 3: No Asbestos Detected in Gray Floor Tile.  
Layer 4: No Asbestos Detected in Tan Mastic.

Lab Project #: 101669 Lab Sample #: 78673 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 24 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	2 %		Filler/Binder	63 %
Amosite			Mastic	<1 %
Crocidolite			Tar	<1 %
Tremolite			Aggregate	35 %
Actinolite				
<u>Anthophyllite</u>				
Asbestos Total:	2 %	Fibrous Total:	Non-Fibrous Total:	98 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Tan Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.  
Layer 3: No Asbestos Detected in Gray Floor Tile.  
Layer 4: No Asbestos Detected in Tan Mastic.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78674  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 25  
Analyst: Steve Griffin  
Comments:

Color: Tan  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

ASBESTOS COMPONENTS  
Chrysotile 5 %  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

FIBROUS COMPONENTS

NON-FIBROUS COMPONENTS  
Filler/Binder 60 %  
Tar <1 %  
Aggregate 35 %

Asbestos Total: 5 %

Fibrous Total:

Non-Fibrous Total: 95 %

SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Floor Tile.  
Layer 2: 5% Chrysotile detected in Tar.

Lab Project #: 101669 Lab Sample #: 78675  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 26  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/19/99  
QC'd By: Joseph Mink

ASBESTOS COMPONENTS  
Chrysotile  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

FIBROUS COMPONENTS

NON-FIBROUS COMPONENTS  
Filler/Binder 5 %  
Paint 45 %

Asbestos Total: NAD

Fibrous Total: 50 %

Non-Fibrous Total: 50 %

SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78676  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 27  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/19/99

ASBESTOS COMPONENTS  
Chrysotile  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

FIBROUS COMPONENTS

NON-FIBROUS COMPONENTS  
Filler/Binder 5 %  
Paint 45 %

Asbestos Total: NAD

Fibrous Total: 50 %

Non-Fibrous Total: 50 %

SAMPLE LAYER DETAILS

## BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669	Lab Sample #: 78677	Color: White
Client Project #: 96997098 PO# 99-96-4410		Characterization: Heterogeneous, Fibrous
Client Sample #: C - 28		Date Analyzed: 4/19/99
Analyst: Steve Griffin		
Comments:		

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder 5 %
Amosite	Fibrous Glass <1 %	Paint 45 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

### SAMPLE LAYER DETAILS

Lab Project #: 101669	Lab Sample #: 78678	Color: Black
Client Project #: 96997098 PO# 99-96-4410		Characterization: Homogeneous, Fibrous
Client Sample #: C - 29		Date Analyzed: 4/19/99
Analyst: Steve Griffin		
Comments:		

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Fibrous Glass 10 %	Filler/Binder
Amosite		Tar 90 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 10 %	Non-Fibrous Total: 90 %

### SAMPLE LAYER DETAILS

Lab Project #: 101669	Lab Sample #: 78679	Color: Black
Client Project #: 96997098 PO# 99-96-4410		Characterization: Heterogeneous, Fibrous
Client Sample #: C - 30		Date Analyzed: 4/19/99
Analyst: Steve Griffin		
Comments:		

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Mineral Wool 10 %	Filler/Binder
Amosite		Tar 45 %
Crocidolite		Plastic 45 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 10 %	Non-Fibrous Total: 90 %

### SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78680 Color: Black  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 31 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Mineral Wool 10 %	Filler/Binder
Amosite		Tar 45 %
Crocidolite		Plastic 45 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 10 %	Non-Fibrous Total: 90 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78681 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Non-Fibrous  
Client Sample #: C - 32 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder 55 %
Amosite		Paint 5 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total:	Non-Fibrous Total: 100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78682 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 33 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Mineral Wool 80 %	Filler/Binder 15 %
Amosite 5 %		Paint <1 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: 5 %	Fibrous Total: 80 %	Non-Fibrous Total: 15 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78683  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 34  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	20 %	Filler/Binder	20 %
Amosite		Mineral Wool	60 %	Paint	<1 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	80 %	Non-Fibrous Total:	20 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78684  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 35  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	20 %	Filler/Binder	20 %
Amosite		Mineral Wool	60 %	Paint	<1 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	80 %	Non-Fibrous Total:	20 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78685  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 36  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/19/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	30 %	Filler/Binder	20 %
Amosite		Mineral Wool	30 %	Paint	<1 %
Crocidolite				Perlite	20 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	60 %	Non-Fibrous Total:	40 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78686      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 37      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	30 %	Filler/Binder	20 %
Amosite		Mineral Wool	30 %	Paint	<1 %
Crocidolite				Perlite	20 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	60 %	Non-Fibrous Total:	40 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78687      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 38      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	30 %	Filler/Binder	20 %
Amosite		Mineral Wool	30 %	Paint	<1 %
Crocidolite				Perlite	20 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	60 %	Non-Fibrous Total:	40 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78688      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 39      Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	5 %			Filler/Binder	60 %
Amosite				Tar	<1 %
Crocidolite				Aggregate	35 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	5 %	Fibrous Total:		Non-Fibrous Total:	95 %

## SAMPLE LAYER DETAILS

Layer 1: 5% Chrysotile detected in Floor Tile.

Layer 2: 5% Chrysotile detected in Tar.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78689 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 40 Date Analyzed: 4/19/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 3 %	Filler/Binder 62 %
Amosite		Mastic <1 %
Crocidolite		Aggregate 35 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 3 %	Non-Fibrous Total: 97 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78690 Color: Black  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 41 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 20 %		Filler/Binder
Amosite		Tar 60 %
Crocidolite		Paint 20 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: 20 %	Fibrous Total:	Non-Fibrous Total: 80 %

## SAMPLE LAYER DETAILS

Layer 1: 20% Chrysotile detected in Tar.  
Layer 2: 20% Chrysotile detected in Paint.

Lab Project #: 101669 Lab Sample #: 78691 Color: Black  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 42 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile 20 %		Filler/Binder
Amosite		Tar 60 %
Crocidolite		Paint 20 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: 20 %	Fibrous Total:	Non-Fibrous Total: 80 %

## SAMPLE LAYER DETAILS

Layer 1: 20% Chrysotile detected in Tar.  
Layer 2: 20% Chrysotile detected in Paint.

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78692      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 43      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Fibrous Glass	40 %	Filler/Binder	
Amosite				Tar	50 %
Crocidolite				Paint	10 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	40 %	Non-Fibrous Total:	60 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78693      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 44      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78694      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 45      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78695 Color: Gray  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 46 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	95 %	Filler/Binder	5 %
Amosite				Paint	<1 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	NAD	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78696 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 47 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	5 %
Amosite		Fibrous Glass	<1 %	Paint	45 %
Crocidolite				Mica/Vermiculite	<1 %
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Layer 1: 10% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78697 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 48 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	10 %			Filler/Binder	80 %
Amosite				Paint	10 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	10 %	Fibrous Total:		Non-Fibrous Total:	90 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78698 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 49 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	50 %	Filler/Binder	5 %
Amosite				Paint	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	<1 %	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Layer 1: 10% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78699 Color: Green  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 50 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	15 %			Filler/Binder	58 %
Amosite				Tar	2 %
Crocidolite				Aggregate	25 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	15 %	Fibrous Total:		Non-Fibrous Total:	85 %

## SAMPLE LAYER DETAILS

Layer 1: 15% Chrysotile detected in Floor Tile.

Layer 2: 15% Chrysotile detected in Tar.

Lab Project #: 101669 Lab Sample #: 78700 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 51 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	95 %	Filler/Binder	3 %
Amosite				Paint	2 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	95 %	Non-Fibrous Total:	5 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78701  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 52  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99  
QC'd By: Joseph Mink

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 95 %	Filler/Binder 3 %
Amosite		Paint 2 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 95 %	Non-Fibrous Total: 5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78702  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 53  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 95 %	Filler/Binder 3 %
Amosite		Paint 2 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 95 %	Non-Fibrous Total: 5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78703  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 54  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder 5 %
Amosite		Paint 45 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78704  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 55  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

## ASBESTOS COMPONENTS

Chrysotile  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

Asbestos Total: NAD

## FIBROUS COMPONENTS

Cellulose 50 %  
Fibrous Glass <1 %

Fibrous Total: 50 %

## NON-FIBROUS COMPONENTS

Filler/Binder 10 %  
Paint 40 %

Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78705  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 56  
Analyst: Steve Griffin  
Comments:

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

## ASBESTOS COMPONENTS

Chrysotile  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

Asbestos Total: NAD

## FIBROUS COMPONENTS

Cellulose 50 %  
Fibrous Glass <1 %

Fibrous Total: 50 %

## NON-FIBROUS COMPONENTS

Filler/Binder 5 %  
Paint 45 %

Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78706  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 57  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99  
QC'd By: Joseph Mink

## ASBESTOS COMPONENTS

Chrysotile 30 %  
Amosite  
Crocidolite  
Tremolite  
Actinolite  
Anthophyllite

Asbestos Total: 30 %

## FIBROUS COMPONENTS

Cellulose 5 %

Fibrous Total: 5 %

## NON-FIBROUS COMPONENTS

Filler/Binder 25 %  
Vinyl 40 %

Non-Fibrous Total: 65 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78707 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 58 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	90 %	Filler/Binder	10 %
Amosite		Fibrous Glass	<1 %	Mica/Vermiculite	<1 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	90 %	Non-Fibrous Total:	10 %

## SAMPLE LAYER DETAILS

Layer 1: <1% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78708 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 59 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	<1 %	Cellulose	90 %	Filler/Binder	10 %
Amosite		Fibrous Glass	<1 %	Mica/Vermiculite	<1 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	<1 %	Fibrous Total:	90 %	Non-Fibrous Total:	10 %

## SAMPLE LAYER DETAILS

Layer 1: <1% Chrysotile detected in Texturizer.

Lab Project #: 101669 Lab Sample #: 78709 Color: Black  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 60 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	50 %	Filler/Binder	10 %
Amosite				Paint	40 %
Crocidolite					
Tremolite					
Actinolite					
Anthophyllite					
Asbestos Total:	NAD	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78710  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 61  
Analyst: Steve Griffin  
Comments:

Color: Brown  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 25 %	Filler/Binder 25 %
Amosite	Fibrous Glass 10 %	Vinyl 40 %
Crocidolite		Mastic <1 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 35 %	Non-Fibrous Total: 65 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78711  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 62  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 5 %	Filler/Binder 50 %
Amosite		Paint 5 %
Crocidolite		Aggregate 40 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 5 %	Non-Fibrous Total: 95 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78712  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 63  
Analyst: Steve Griffin  
Comments:

Color: Blue  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder 5 %
Amosite		Paint 45 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78713 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 64 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder 5 %
Amosite		Paint 45 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78714 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 65 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder 5 %
Amosite		Paint 45 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78715 Color: Brown  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 66 Date Analyzed: 4/20/99  
Analyst: Steve Griffin QC'd By: Joseph Mink  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 95 %	Filler/Binder 5 %
Amosite		Paint <1 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 95 %	Non-Fibrous Total: 5 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78716      Color: Brown  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 67      Date Analyzed: 4/20/99  
Analyst: Steve Griffin

Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 95 %	Filler/Binder 5 %
Amosite		Paint <1 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 95 %	Non-Fibrous Total: 5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78717      Color: Brown  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 68      Date Analyzed: 4/20/99  
Analyst: Steve Griffin      QC'd By: Joseph Mink

Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 95 %	Filler/Binder 5 %
Amosite		Paint <1 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 95 %	Non-Fibrous Total: 5 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78718      Color: Black  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 69      Date Analyzed: 4/20/99  
Analyst: Steve Griffin      QC'd By: Joseph Mink

Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder
Amosite		Tar 50 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78719      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 70      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder
Amosite		Vinyl 50 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78720      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 71      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder
Amosite		Vinyl 50 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78721      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 72      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder
Amosite		Vinyl 50 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78722  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 73  
Analyst: Steve Griffin

Color: White  
Characterization: Heterogeneous, Fibrous  
Date Analyzed: 4/20/99

Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	50 %	Filler/Binder	5 %
Amosite				Paint	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	50 %	Non-Fibrous Total:	50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78723  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 74  
Analyst: Steve Griffin

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile	90 %			Filler/Binder	10 %
Amosite					
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	90 %	Fibrous Total:		Non-Fibrous Total:	10 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78724  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 75  
Analyst: Steve Griffin

Color: Brown  
Characterization: Heterogeneous, Non-Fibrous  
Date Analyzed: 4/20/99

Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile				Filler/Binder	
Amosite				Tar	50 %
Crocidolite				Cork	50 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:		Non-Fibrous Total:	100 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78725  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 76  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	25 %	Filler/Binder	25 %
Amosite		Fibrous Glass	10 %	Vinyl	40 %
Crocidolite				Mastic	<1 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	35 %	Non-Fibrous Total:	65 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78726  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 77  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	25 %	Filler/Binder	25 %
Amosite		Fibrous Glass	10 %	Vinyl	40 %
Crocidolite				Mastic	<1 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	35 %	Non-Fibrous Total:	65 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78727  
Client Project #: 96997098 PO# 99-96-4410  
Client Sample #: C - 78  
Analyst: Steve Griffin  
Comments:

Color: Gray  
Characterization: Homogeneous, Fibrous  
Date Analyzed: 4/20/99

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>		<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile		Cellulose	25 %	Filler/Binder	25 %
Amosite		Fibrous Glass	10 %	Vinyl	40 %
Crocidolite				Mastic	<1 %
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	35 %	Non-Fibrous Total:	65 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669 Lab Sample #: 78728 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 79 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>	
Chrysotile			Filler/Binder	50 %
Amosite			Paint	50 %
Crocidolite				
Tremolite				
Actinolite				
<u>Anthophyllite</u>				
Asbestos Total:	NAD	Fibrous Total:	Non-Fibrous Total:	100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78729 Color: White  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 80 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>		
Chrysotile		Cellulose	40 %	Filler/Binder	30 %
Amosite				Paint	30 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	40 %	Non-Fibrous Total:	60 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669 Lab Sample #: 78730 Color: Tan  
Client Project #: 96997098 PO# 99-96-4410 Characterization: Homogeneous, Fibrous  
Client Sample #: C - 81 Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>		<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>		
Chrysotile		Cellulose	45 %	Filler/Binder	10 %
Amosite				Tar	45 %
Crocidolite					
Tremolite					
Actinolite					
<u>Anthophyllite</u>					
Asbestos Total:	NAD	Fibrous Total:	45 %	Non-Fibrous Total:	55 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78731      Color: White  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 82      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder      10 %
Amosite		Paint      90 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total:      NAD	Fibrous Total:	Non-Fibrous Total:      100 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78732      Color: Brown  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Heterogeneous, Fibrous  
Client Sample #: C - 83      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose      50 %	Filler/Binder
Amosite		Tar      35 %
Crocidolite		Paint      15 %
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total:      NAD	Fibrous Total:      50 %	Non-Fibrous Total:      50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78733      Color: White  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Non-Fibrous  
Client Sample #: C - 84      Date Analyzed: 4/20/99  
Analyst: Steve Griffin      QC'd By: Joseph Mink  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile		Filler/Binder      90 %
Amosite		Paint      10 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total:      NAD	Fibrous Total:	Non-Fibrous Total:      100 %

## SAMPLE LAYER DETAILS

# BULK SAMPLE ANALYSIS REPORT

Lab Project #: 101669      Lab Sample #: 78734      Color: Black  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 85      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 50 %	Filler/Binder
Amosite		Tar 50 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 50 %	Non-Fibrous Total: 50 %

## SAMPLE LAYER DETAILS

Lab Project #: 101669      Lab Sample #: 78735      Color: Gray  
Client Project #: 96997098 PO# 99-96-4410      Characterization: Homogeneous, Fibrous  
Client Sample #: C - 86      Date Analyzed: 4/20/99  
Analyst: Steve Griffin  
Comments:

<u>ASBESTOS COMPONENTS</u>	<u>FIBROUS COMPONENTS</u>	<u>NON-FIBROUS COMPONENTS</u>
Chrysotile	Cellulose 20 %	Filler/Binder 20 %
Amosite	Mineral Wool 60 %	Paint <1 %
Crocidolite		
Tremolite		
Actinolite		
<u>Anthophyllite</u>		
Asbestos Total: NAD	Fibrous Total: 80 %	Non-Fibrous Total: 20 %

## SAMPLE LAYER DETAILS

OMNI ENVIRONMENTAL, INC.  
 13740 Research Blvd. Suite H - 5  
 Austin, Texas 78750  
 (512) 258 - 9114

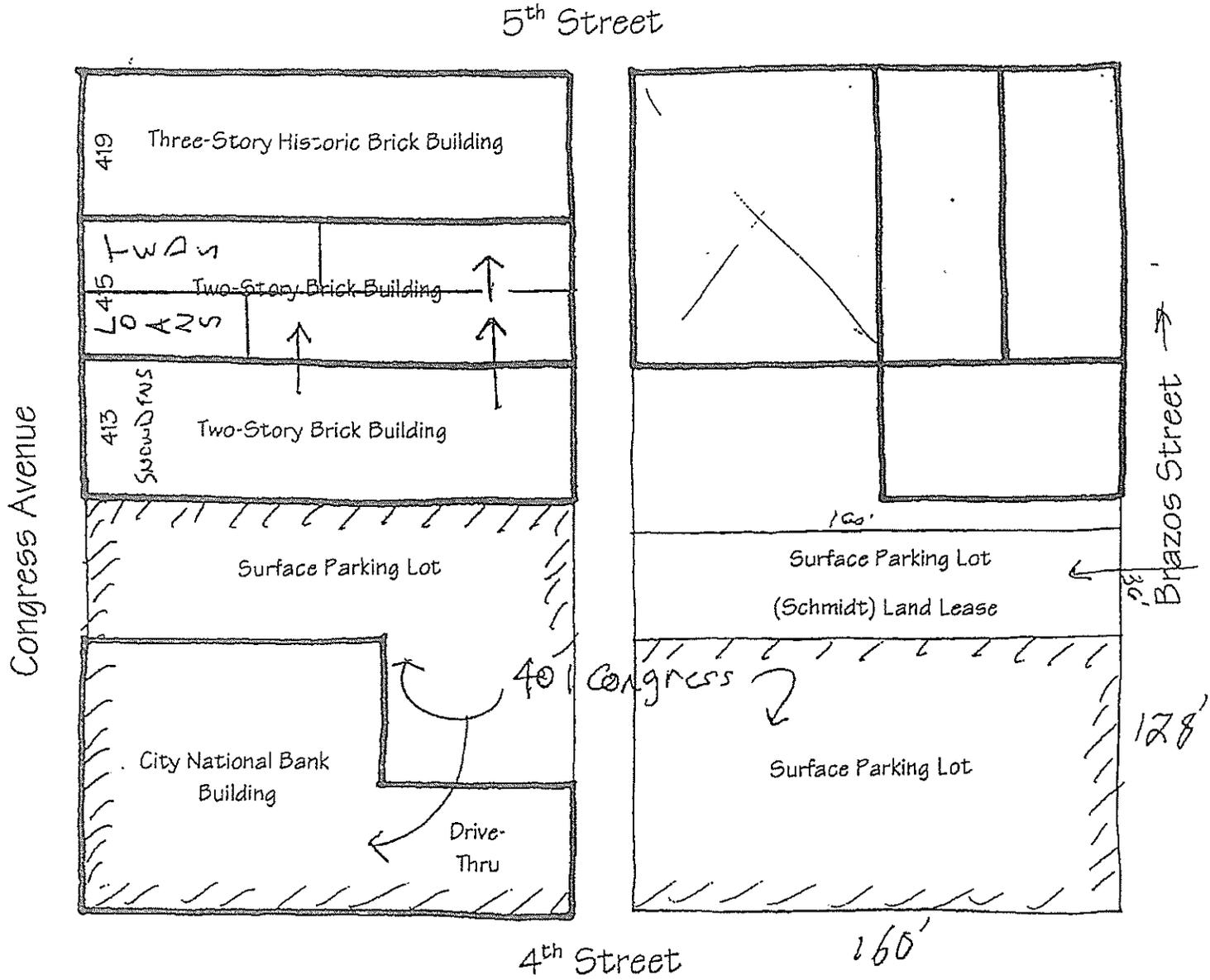
SAMPLE CHAIN OF CUSTODY

Client Name: HBC Engineering, Inc. Contact Person: IAN HOWES  
 Address: 3913 Todd Lane Ste. 312  
 Phone Number: (512) 442-1122 Fax Number (512) 442-1181  
 Project Name/Number: 96997098 PO #: 99-96-4410  
 Total Number of Samples in Project: 86

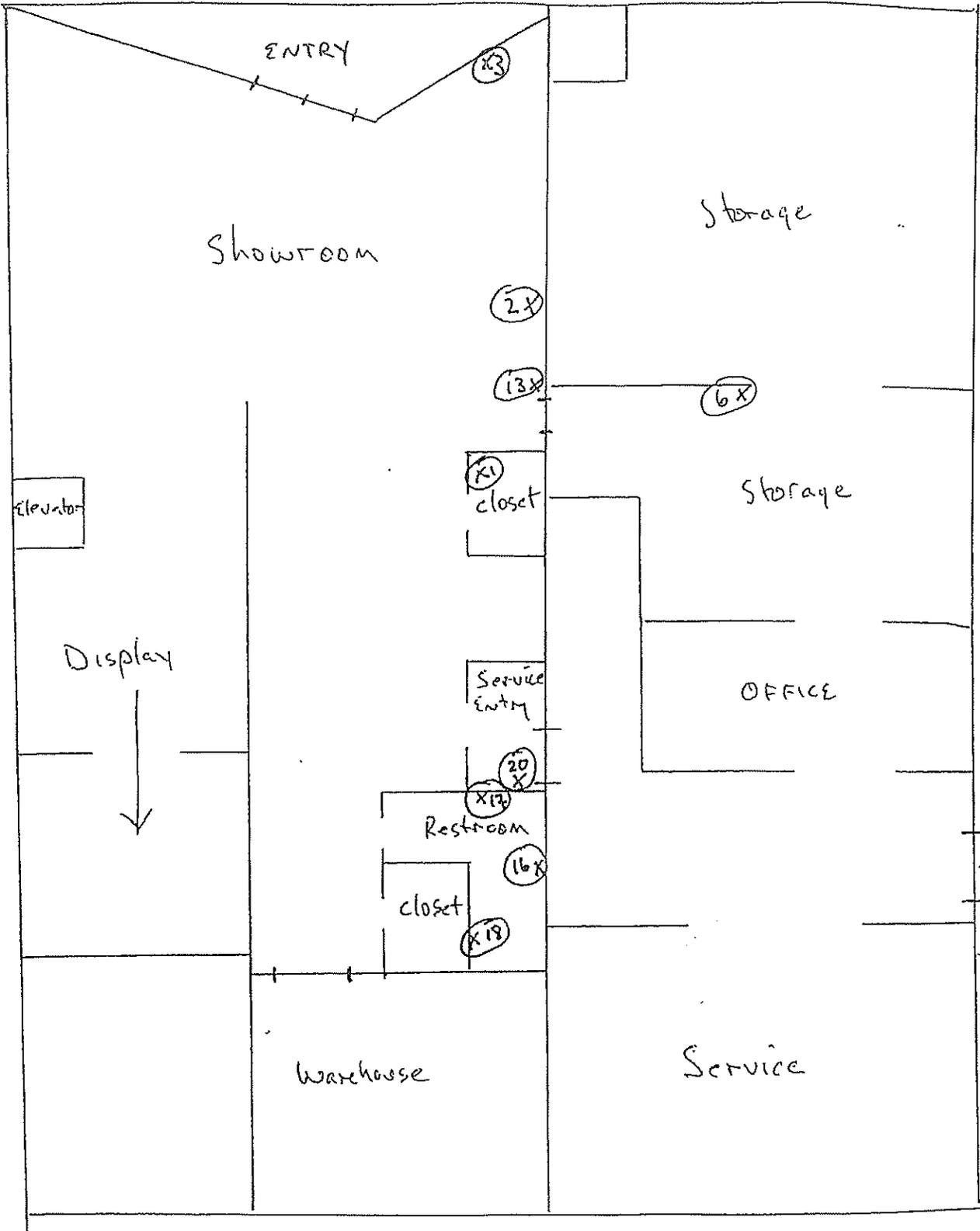
Sample ID #	Sample ID #	Sample ID #	Sample ID #
C-1 ⇒ C-86			
	PLM analysis		

Relinquished by: <u>[Signature]</u>	Received by: _____
Date: <u>04/14/99</u>	Time: _____ : _____ Shipping Bill #: _____
Relinquished by: <u>BCO</u>	Received by: <u>[Signature]</u>
Date: <u>4/15/99</u>	Time: <u>13:10</u> Shipping Bill #: _____
Relinquished by: _____	Received by: _____
Date: <u>  /  /  </u>	Time: _____ : _____ Shipping Bill #: _____

101669

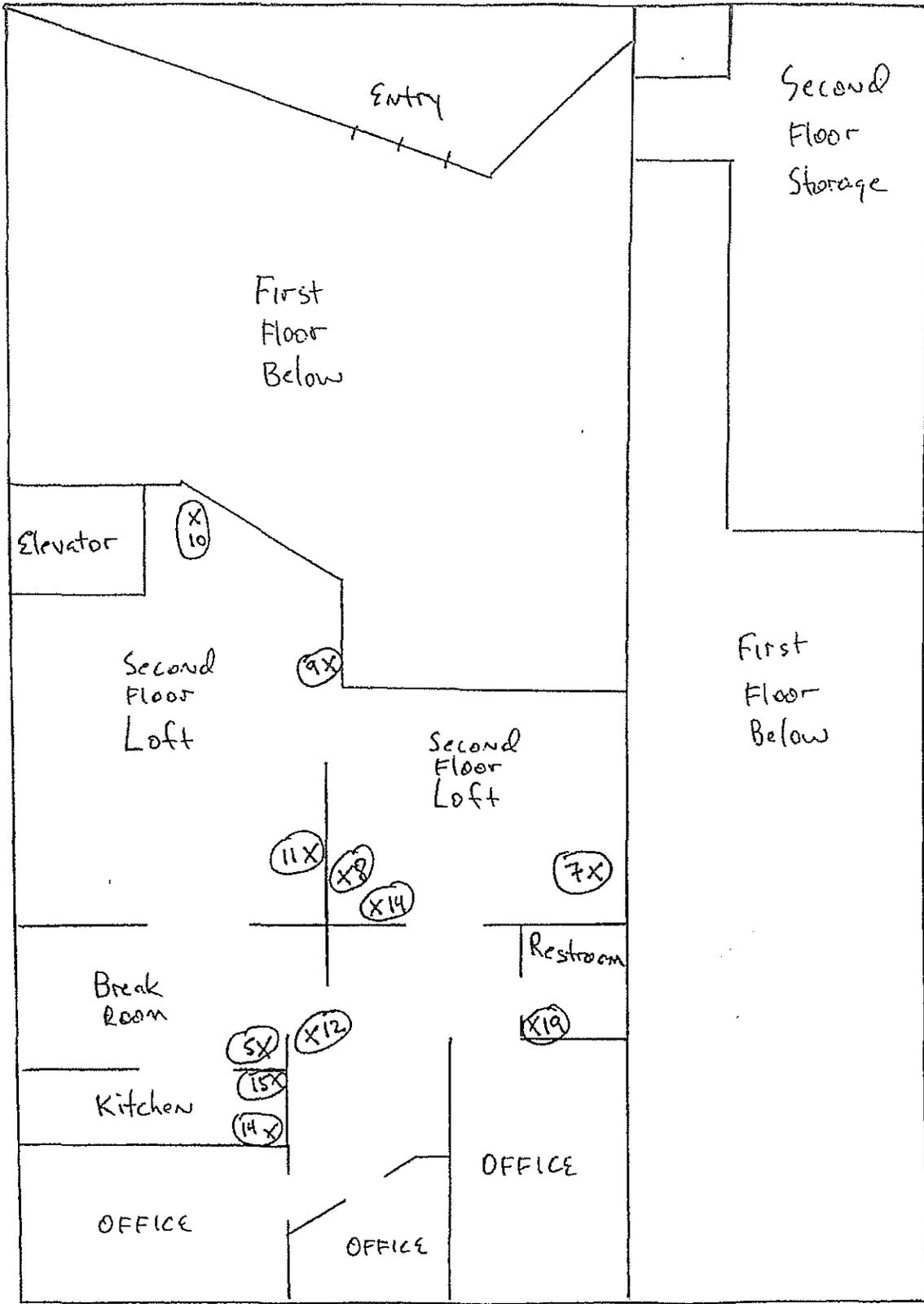


N →

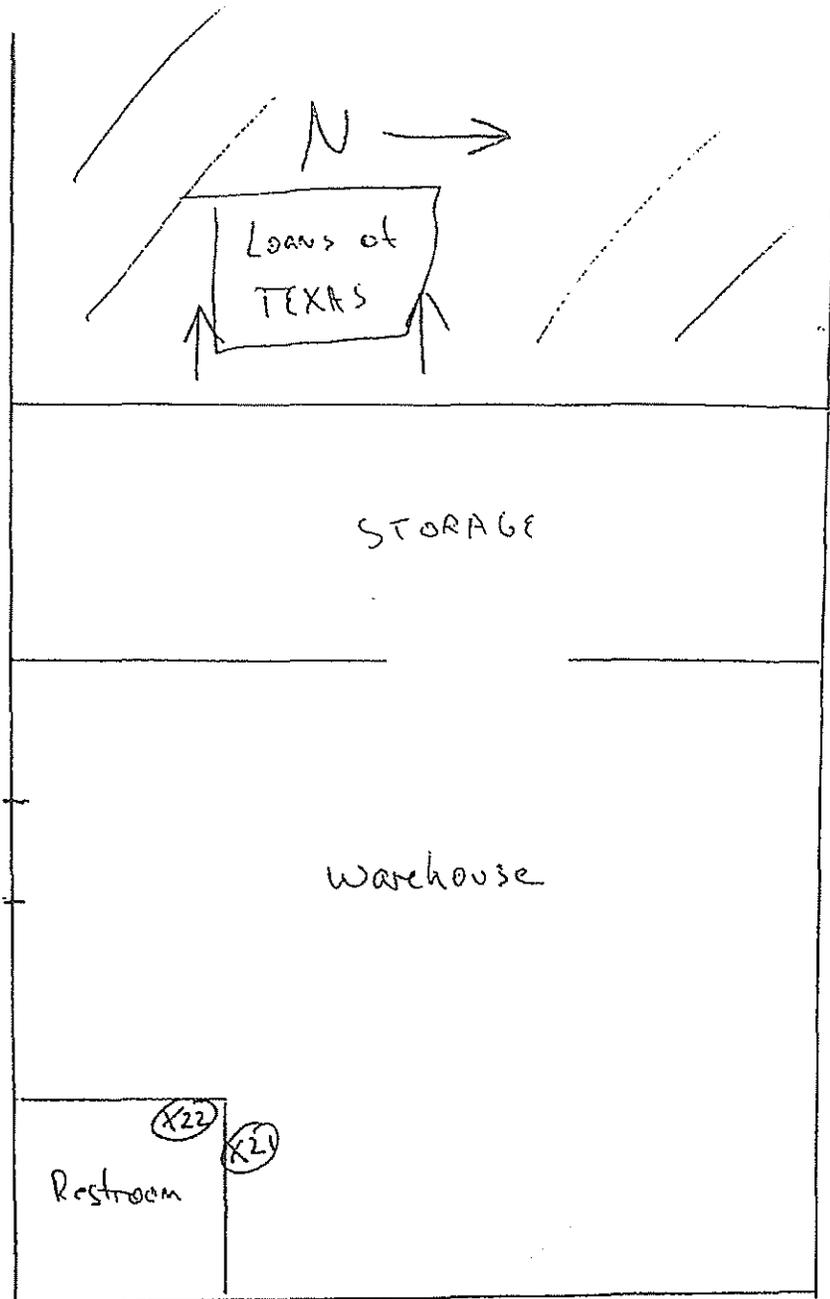


OSCAR SNOWDENS  
FIRST FLOOR

N →

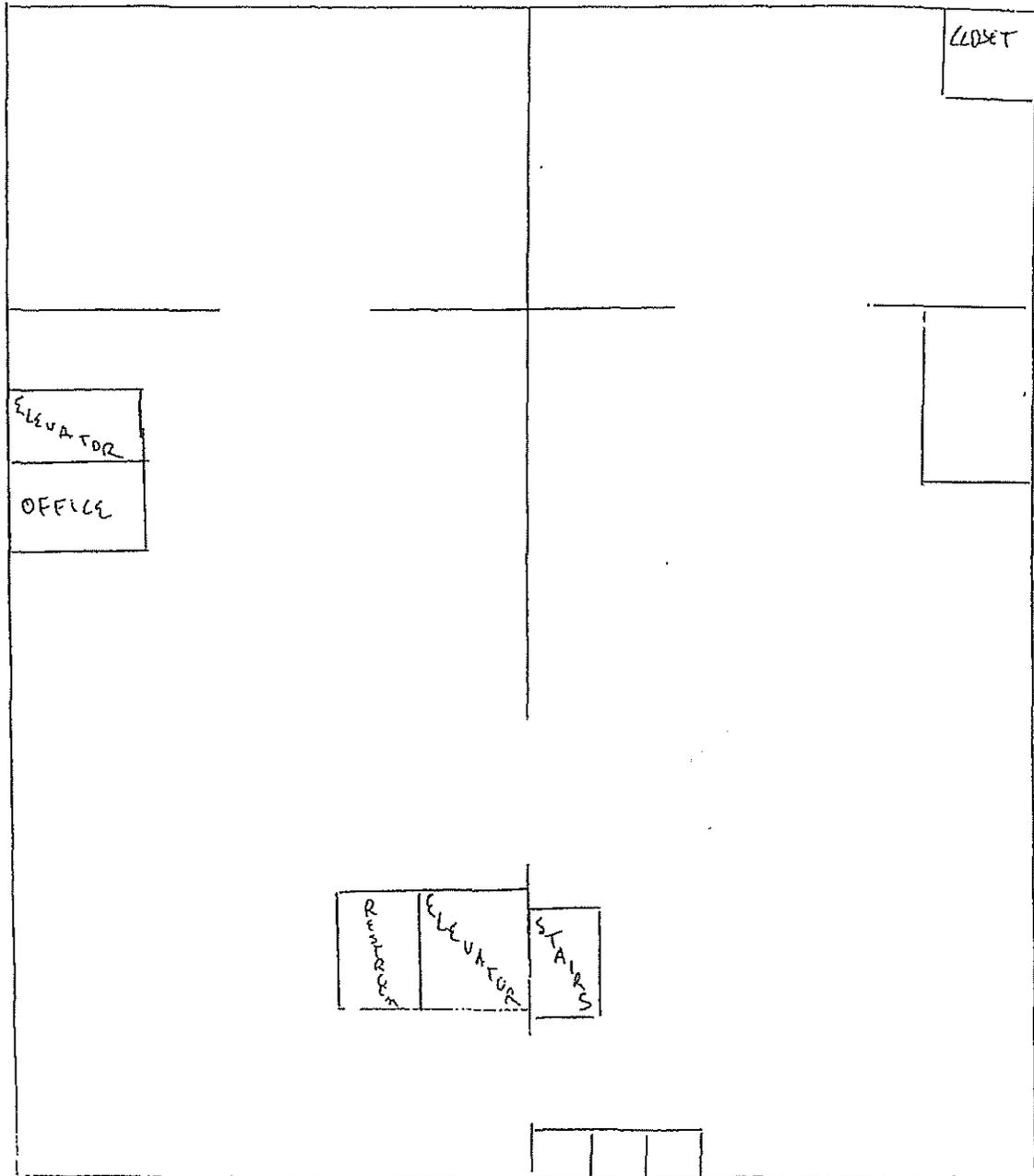


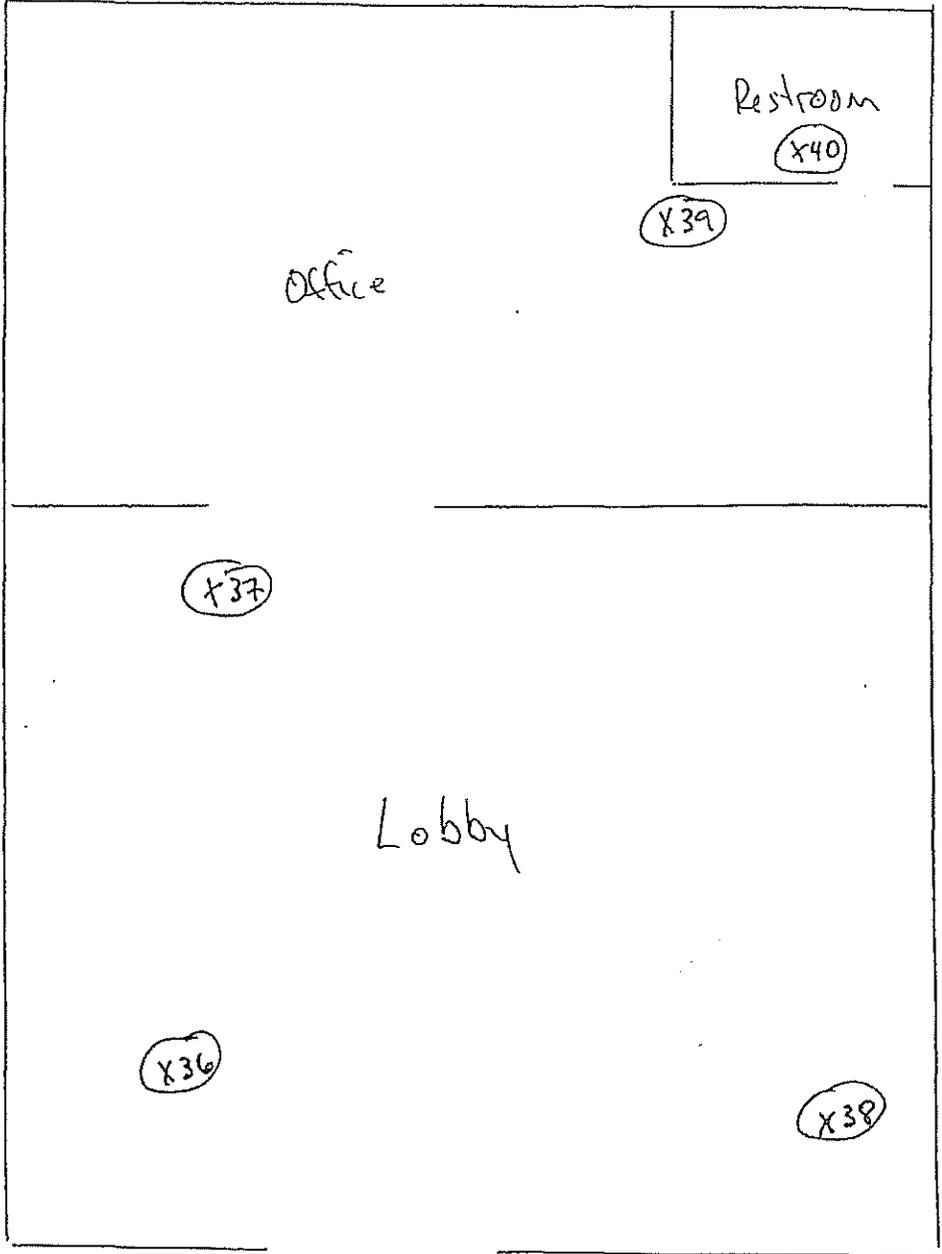
OSCAR SNOWDEN'S  
MEZZANINE



SNOWDENS First Floor  
STORAGE (CONT.)

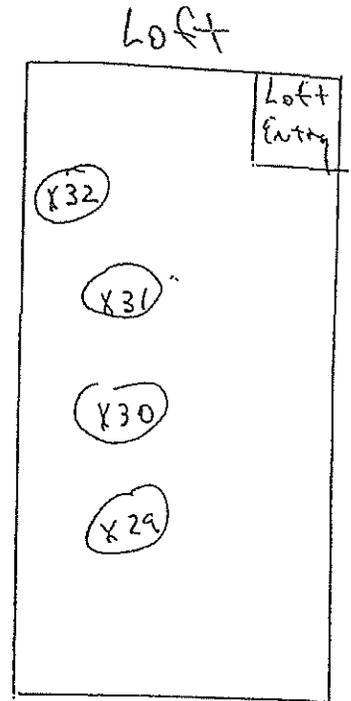
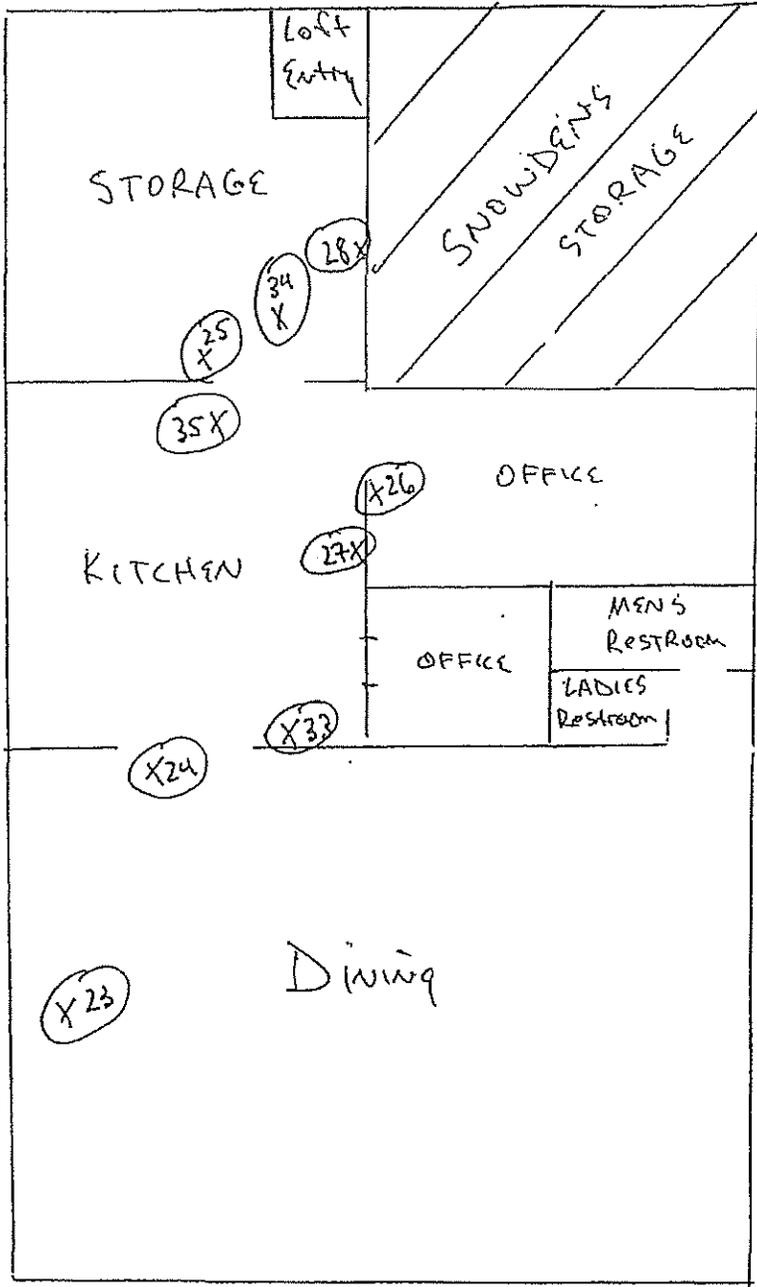
Snowden's  
Second (TOP) FLOOR





Loans of Texas

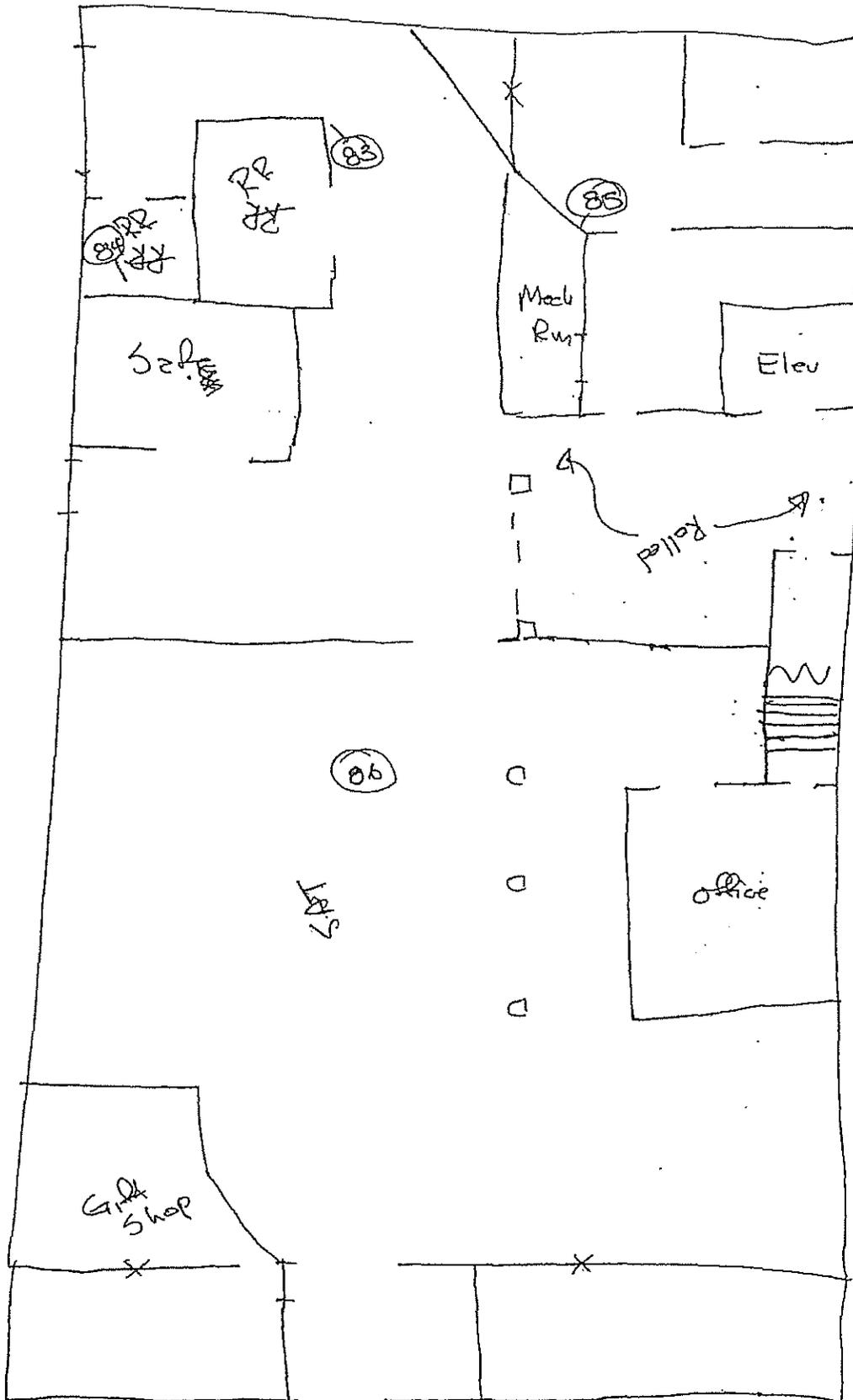




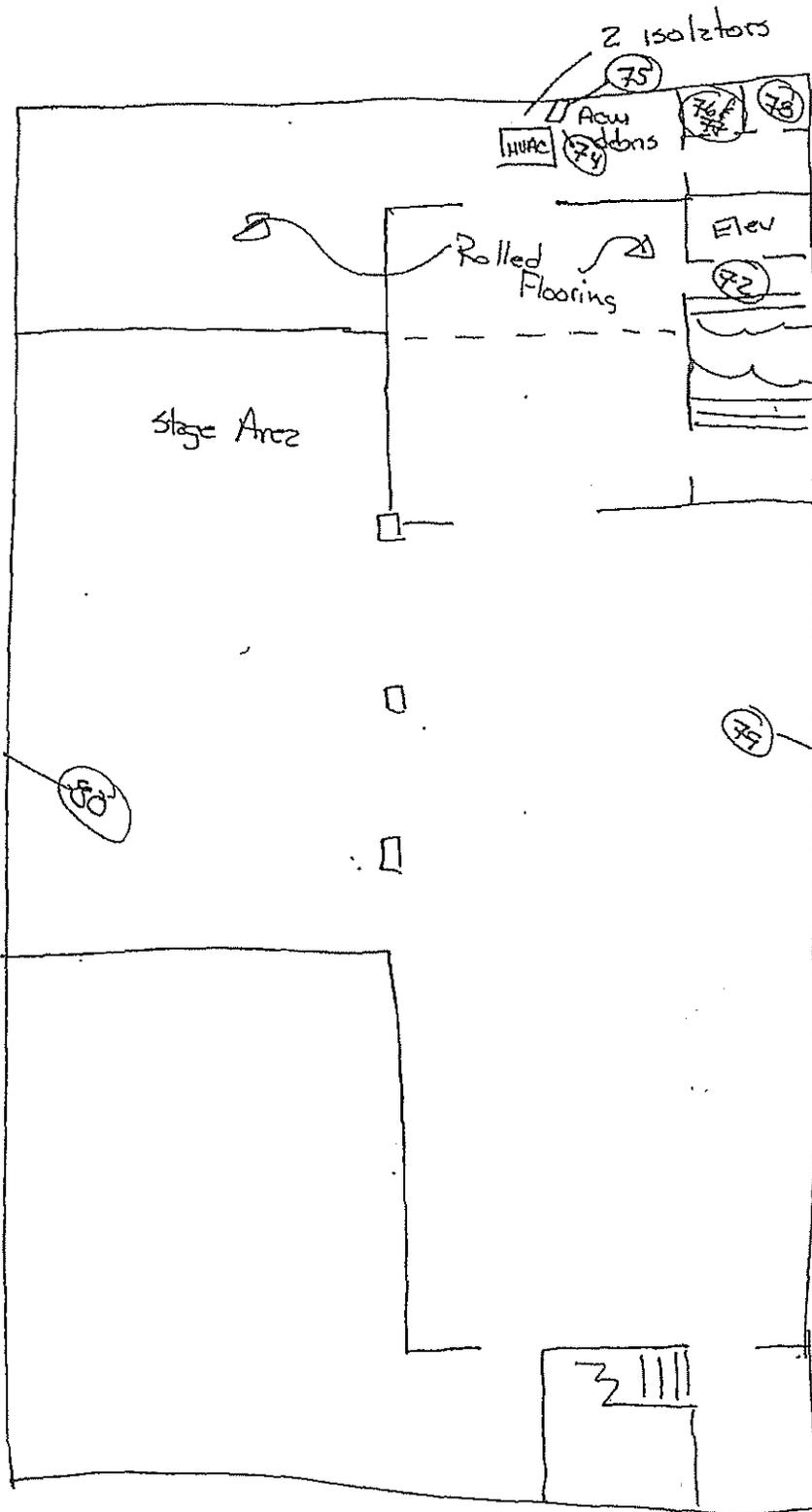
TEDS GREEK CAFE



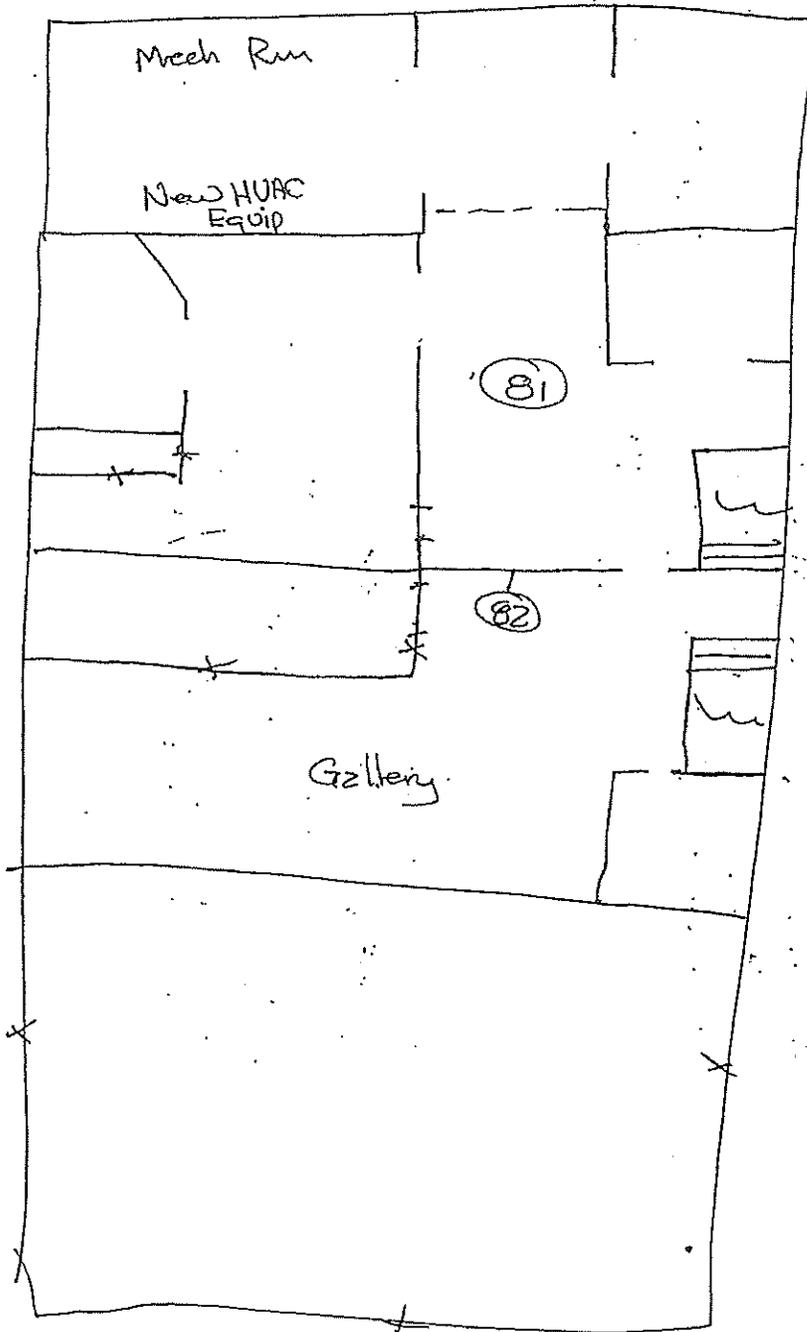
1st Floor  
419 Congress

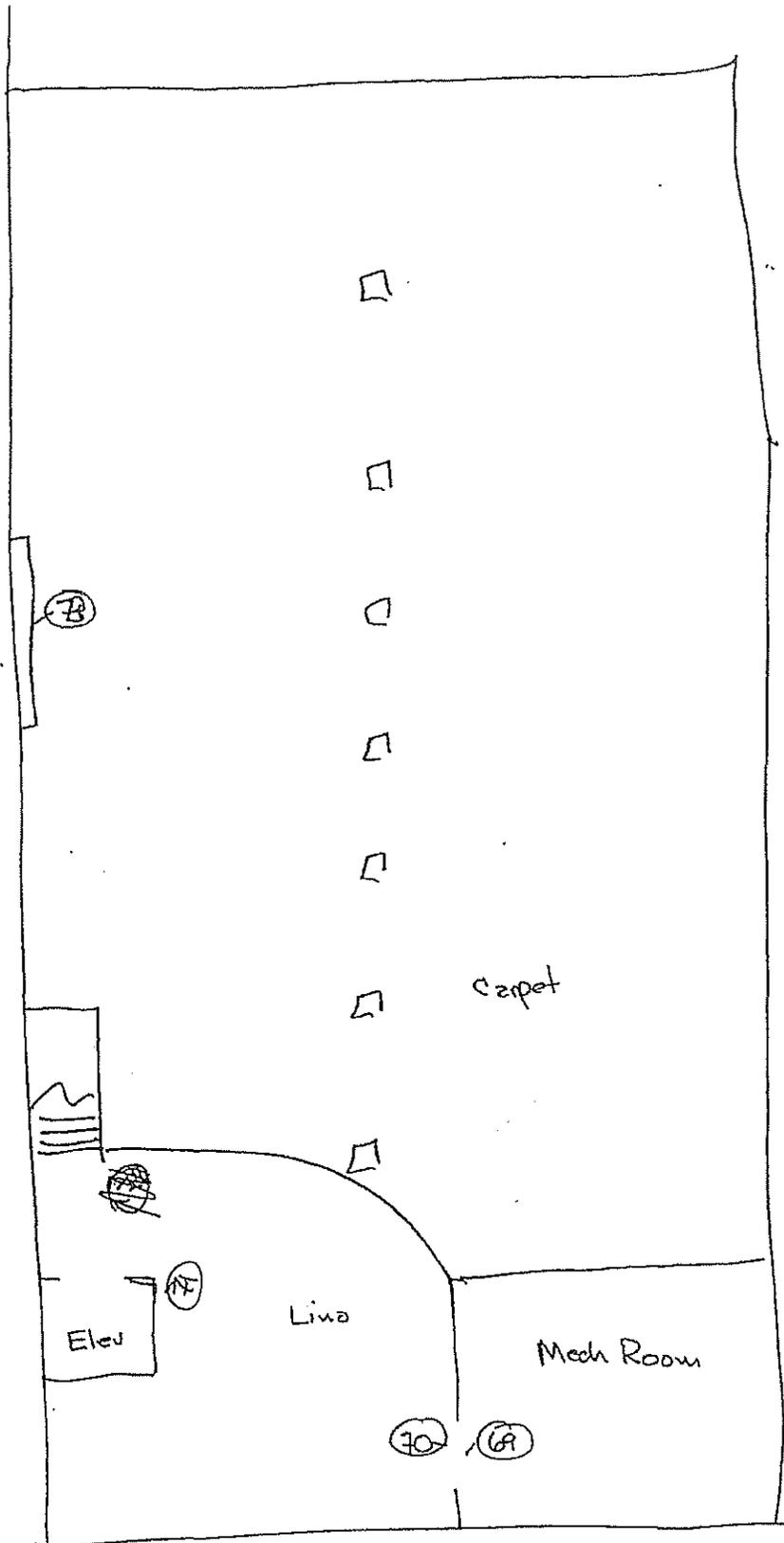


419 - 2nd floor



419 Mezz Level





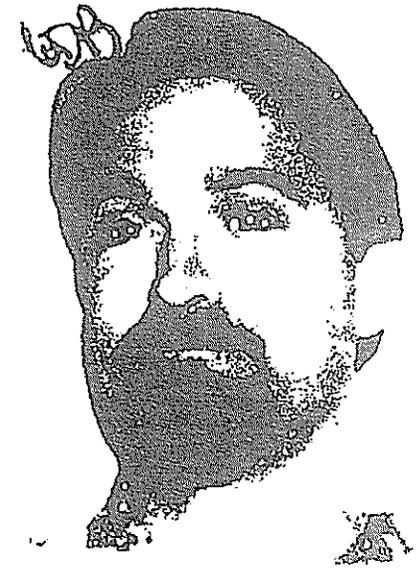
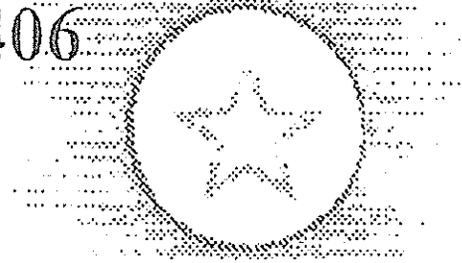
419 Congress - 3rd Floor

Texas Department of Health certifies that:

**RICHARD I HOWES**

License Number **10-5406**

is Licensed as an  
Asbestos Individual  
Consultant



From **03/20/1999** To **03/19/2000**

A handwritten signature in cursive script, reading "William R. Archer III".

William R. Archer III, M.D.

Commissioner of Health

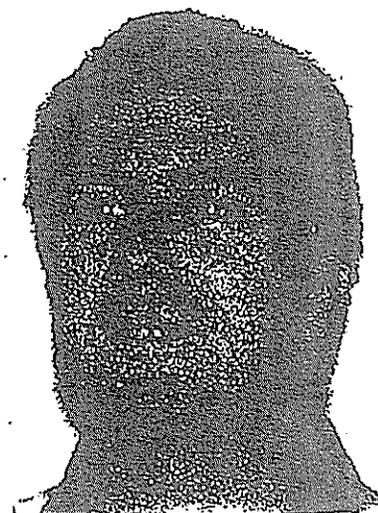
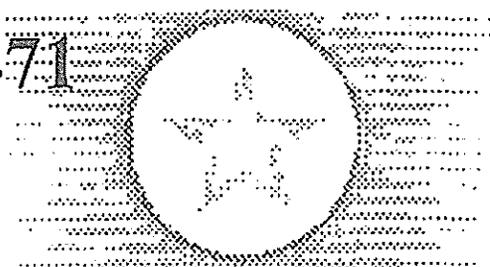
Control No. **43619**

Texas Department of Health certifies that:

MICHAEL L VAN ZANDT

License Number 10-5471

is Licensed as an  
Asbestos Individual  
Consultant



From 01/06/1999 To 01/05/2000

A handwritten signature in cursive script, reading "William R. Archer III".

William R. Archer III, M.D.

Commissioner of Health

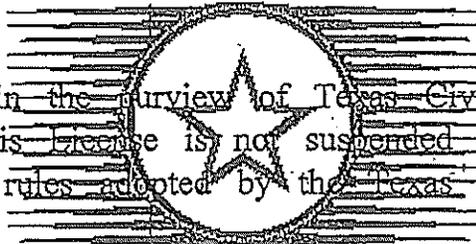
Control No. 42344

TEXAS  
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

HBC ENGINEERING, INC.

is Licensed and authorized to perform as an  
Asbestos Consultant Agency



in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,  
as amended, so long as this license is not suspended or revoked and is renewed  
according to the rules adopted by the Texas Board of Health.

10-0157

License Number

12/01/1998

Issue Date

11/30/1999

Expiration Date

This certificate is void  
after expiration date.

Todd F. Wingle, P.E.  
Chief, Asbestos Programs Branch  
Occupational Safety and Health Division

William R. Archer III, M.D.  
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

41669

TEXAS  
DEPARTMENT OF HEALTH

BE IT KNOWN THAT

HBC ENGINEERING, INC.

is Licensed and authorized to perform as an

Asbestos Laboratory

PCM

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,  
as amended, so long as this License is not suspended or revoked and is renewed  
according to the rules adopted by the Texas Board of Health.

30-0131

License Number

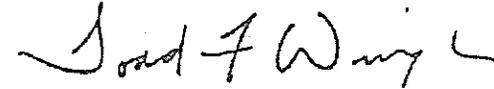
12/31/1998

Issue Date

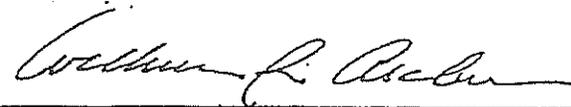
12/30/1999

Expiration Date

This certificate is void  
after expiration date.



Todd F. Wingler, P.E.  
Chief, Asbestos Programs Branch  
Occupational Safety and Health Division



William R. Archer III, M.D.  
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE

41594

TEXAS  
DEPARTMENT OF HEALTH

BE IT KNOWN THAT  
HBC ENGINEERING, INC.

is Licensed and authorized to perform as an  
Asbestos Laboratory  
PCM

in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a,  
as amended, so long as this License is not suspended or revoked and is renewed  
according to the rules adopted by the Texas Board of Health.

30-0131

License Number

12/31/1998

Issue Date

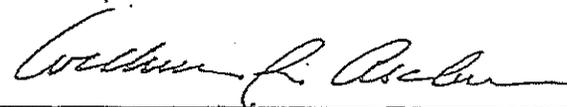
12/30/1999

Expiration Date

This certificate is void  
after expiration date.



Todd F. Wingler, P.E.  
Chief, Asbestos Programs Branch  
Occupational Safety and Health Division



William R. Archer III, M.D.  
Commissioner of Health

VOID IF ALTERED NON-TRANSFERABLE  
41594