



23/119-001A 16400 Layhill Road
Holland Store & House Renovation
"Red Deer Store"

75

7

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



July 14, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Contract for Services No. 260491; Red Door Store

Dear Mr. Handler,

The window air conditioner unit on the side of the building was removed to perform the work, either by your workers or Colossal Contractor's workers. The air conditioner unit was re-installed in the window, but is not complete. A metal frame was not installed and is lying on the ground outside the window.

Please have the metal frame and window air conditioner re-installed correctly, no later than July 21, 2006.

Also, please provide your written confirmation that the work is 100% complete, pursuant to the above referenced contract and submit your invoice for payment to my attention.

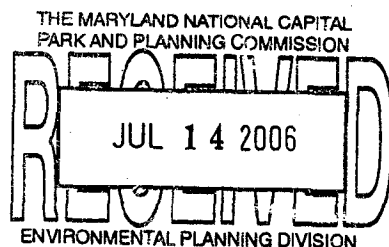
I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

Enclosure

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



July 14, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Contract for Services No. 260491; Red Door Store
Change Order No. 2

Dear Mr. Handler,

Enclosed you will find four copies of Change Order No. 2 of the Contract for Services at the Red Door Store.

The change order decreases the compensation of the contract from \$82,000 to \$73,300, which reflects the removal of the installation of gutters and downspouts from your scope of work.

Please have Ann sign three original copies of the Change Order No. 2 and return them to our office no later than July 21, 2006.

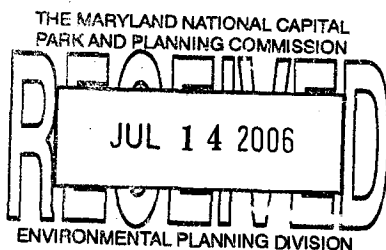
I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

Enclosure

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



June 29, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Contract for Services No. 260491; Red Door Store

Dear Mr. Handler,

The roofing contractor has been given authorization to perform the roof replacement.

We have also confirmed with the Historic Preservation office that you can install galvanized metal gutters and downspouts instead of copper.

I understand that you are considering a proposal to change the existing contract so that the roofing contractor could perform the installation of the gutters and downspouts, given the new material.

Please provide me with your written proposal to change the existing contract to reflect a change in services to remove the installation of gutters and downspouts. Provide your proposed reduction in price to reflect this change in scope, which would reduce your total contract amount.

Provide your written proposal no later than July 7, 2006.

I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



June 12, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Contract for Services No. 260491; Red Door Store
Change Order No. 1

Dear Mr. Handler,

Enclosed you will find four copies of Change Order No. 1 of the Contract for Services at the Red Door Store.

The change order increases the term of the contract from July 1, 2006 to June 30, 2007, which allows additional time to perform the gutter and downspout work once the roofing contractor has installed the roof.

You requested additional funds to cover the sudden increase in the cost of copper to install the gutters and downspouts. You provided an information sheet stating the dates the increase was affected.

Since you are now waiting on the roofing contractor to complete the roof, I suggest we discuss further, the cost issues of the copper and the timing for completion. I also continue to hear from the roofing contractor that we should not install copper materials against the galvanized roof he will install. I would like to discuss this further as well.

I will be out of town until Monday June 19, 2006 and will give you a call at that time.

Please have Ann sign three original copies of the Change Order No. 1 and return them to our office no later than June 19, 2006.

I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

Enclosure

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



May 23, 2006

Baldev Sondh
Meena Sondh
16400 Layhill Road
Sandy Spring, Maryland 20860

RE: Removal of Exterior Signs during Construction Work

Dear Mr. & Mrs. Sondh,

In our letter dated March 28, 2006, we requested that you remove all signs from the exterior of the building no later than April 5, 2006, because the Commission is having construction work performed on the building. As you may recall, your lease is a month to month lease, which the Commission may terminate at anytime if you fail to cooperate with the Commission.

The contractor started work on May 1, 2006. The Commission has instructed the contractor to remove any signs on the exterior of the building so that the contractor may complete the construction work.

If you wish to replace any sign upon completion of the construction work, you must obtain a historic area work permit (HAWP) from the Historic Preservation Commission (HPC). Attached is a copy of the application for the HAWP and instructions for filing the application. You must file the HAWP application with Department of Permitting Services (DPS), 255 Rockville Pike, Rockville Md. 20850.

In addition, you must obtain written permission from the Commission to replace any sign upon completion of the construction work. Kindly, submit your written request to the Commission when you submit your HAWP application to DPS, and provide a copy of your HAWP application.

Should you have additional questions, please feel free to contact me at (301) 495-2520. Thank you for cooperation in this matter.

Sincerely,

Carrye E. Palleschi
Park Property Manager

Enclosures

cc: Chris Malone, Associate General Counsel, M-NCPPC
Gwen Wright, HPC, M-NCPPC
Mike Dwyer, HPC, M-NCPPC
Dave Freishtat, Esq.

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



COPY

March 28, 2006

Mr. Baldev Sondh
Mrs. Meena Sondh
16400 Layhill Road
Sandy Spring, Maryland 20860

RE: Red Door Store; Notice of Construction

Dear Mr. & Mrs. Sondh,

Pursuant to our letter of February 17, 2006, the Commission has authorized Oak Grove Restoration Company to make repairs to the exterior of the building.

The contractor has not provided us with a firm start date, however they will proceed at the first opportunity and as weather permits.

Kindly, remove all your signs from the exterior of the building no later than April 5, 2006.

Should you desire to replace the signs once construction is complete, you will be required to apply for the permit and approval from the Department of Permitting Services and obtain the written permission from the Commission.

Should you have additional questions, please feel free to contact me at 301/495-2520.

Thank you for your time and cooperation in this matter.

Sincerely,

Carrye E. Palleschi
Park Property Manager

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



March 28, 2006

Mr. Wright Jolly, Jr.
Inspector
Department of Housing and Community Affairs
100 Maryland Avenue, 4th Floor
Rockville, MD 20850

COPY

RE: Case No. 60254
Property: 16400 Layhill Road

Dear Mr. Jolly,

This letter is to follow up with you regarding the status of repairs to the Red Door Store.

Today, I received the executed contract from the Commission's purchasing office and have issued a notice to proceed to the contractor. I have enclosed a copy of the contract for your file.

In a letter dated December 21, 2005, the Commission requested an extension of time to June 1, 2006 to complete the necessary repairs.

The Commission has not received a written response to the request for an extension, however we have communicated over the telephone and you are aware of our efforts.

The Commission expects the work to be underway shortly, and hope to complete the repairs in a timely fashion.

I will keep you informed of the status.

You may contact me at 301/495-2467 if you have any questions.

Sincerely,

Michelle Grace
Property Management Section

Cc: Jerry Bush, Enterprise Division
Mike Dwyer, Historic Preservation
Gwen Wright, Historic Preservation

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



March 28, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

COPY

RE: Contract for Services No. 260491; Red Door Store

Dear Mr. Handler,

Enclosed you will find your copy of the executed Contract for Services.

Today, I sent you a facsimile as your notice to proceed with the work under this contract.

Please advise me of the start date, so that I can notify the tenant.

I look forward to working with you.

I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

Enclosure

CONTRACT

THIS CONTRACT is between the Maryland-National Capital Park and Planning Commission, a public body corporate of the State of Maryland, hereinafter called the "Commission," and Oak Grove Restoration Company, hereinafter called the "Contractor," located at 5815 Riggs Road, Laytonsville, Maryland 20882.

WHEREAS, the Commission has a need for construction work at the Red Door Store, which is Commission property located at 16400 Layhill Road, Sandy Spring, Maryland, 20886.

WHEREAS, the Commission has waived competitive requirements finding that this is an emergency procurement.

WHEREAS, the Contractor is qualified to perform the construction work.

NOW, THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration the Commission and the Contractor agree as follows:

1. Scope of Services. The Contractor shall perform the work described in the Proposal submitted by the Contractor dated February 1, 2006, attached hereto as Attachment A. The documents incorporated into the Contract are: (1) the Commission's Procurement Practices, Rules, Regulations and Laws, and (2) the Proposal and all forms and documents submitted by the Contractor. In case of any conflict, the documents shall have precedence in the following order: (1) this Contract, (2) the Commission's Procurement Practices, Rules, Regulations and Laws, and (3) the Proposal and all forms and documents submitted by the Contractor.

2. Compensation. The Commission shall pay the Contractor a maximum amount not to exceed \$82,000 upon satisfactory completion of the services under this Contract. The Commission's policy is to pay the Contractor within 30 days after receipt by the Commission of a proper invoice and acceptance of the invoice by the Commission.

3. Term. The term of this Contract is from the date of execution by the Executive Director to June 30, 2006.

4. Completion of Services. The Contractor shall perform and complete the work in accordance with the Proposal. The Contractor shall complete the work within 90 calendar days after the Commission issues the written notice to proceed. The failure of the Contractor to complete the services within the specified time constitutes a material breach of this Contract.

5. Nondiscrimination. The Contractor shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Contractor is determined to be in violation of Federal, State, or County nondiscrimination laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract in whole or in part, and the Commission may declare the Contractor ineligible for any future contracts.

6. Insurance. The Contractor shall maintain, at the Contractor's sole expense, during the term of this Contract, insurance which shall protect the Contractor and any subcontractor(s) performing work under this Contract, from claims, liability, legal actions, costs, expenses and damages, which may arise from performance of services under this Contract. The Contractor shall furnish a Certificate of Insurance for the types of coverage and limits required by the Commission's Risk Management Office. The Certificate shall name the Commission as an additional insured and shall provide that the Insurer shall provide 45 days advance written notice to the Commission in the event of termination, modification or cancellation of coverage.

7. Indemnification. The Contractor shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, and shall require that each sub-contractor indemnify and save harmless, the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, legal actions, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligence, negligent performance of or failure to perform any of their obligations under the terms of this Contract.

8. Termination. The Commission may terminate this Contract: (a) for convenience, (b) for lack of appropriation, (c) for default, and (d) by mutual consent.

9. Laws and Regulations. The Contractor shall comply with all of the applicable Commission Practices, Rules, Regulations and Laws, and with all applicable Federal, State and County laws, regulations and ordinances pertaining to the subject matter and performance under this Contract.

10. Assignment. The Contractor may not assign or transfer any rights under this Contract without prior written consent of the Commission.

11. Entire Agreement. This document contains the entire agreement between the parties and may not be modified except by written modification signed by the parties.

12. Severability. If any provision of this Contract is determined to be invalid or illegal by a court or an administrative body or agency, that provision shall be severed from this Contract and shall not affect the remainder or any other provision contained herein.

13. Applicable Law. This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Montgomery County, Maryland.

14. Waiver. The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver thereof.

15. Nondiscrimination in Employment. The Contractor shall comply with nondiscrimination in employment provisions of Sections 14 through 18, Article 49B, Annotated Code of Maryland and Federal, State and County nondiscrimination in employment laws and regulations. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination in employment clause. If the Contractor is determined to be in violation of Federal, State or County non-discrimination in employment laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract in whole or in part, and the Commission may declare the Contractor ineligible for any further contracts.

16. Independent Contractor. The Contractor is an independent Contractor. The Contractor and the Contractor's employees and agents are not agents or employees of the Commission.

17. Time. Time is of the essence.

18. Work under the Contract. Work may not commence under this Contract until all conditions for commencement are met, including execution of the Contract by the Commission and the Contractor, and compliance with insurance requirements.

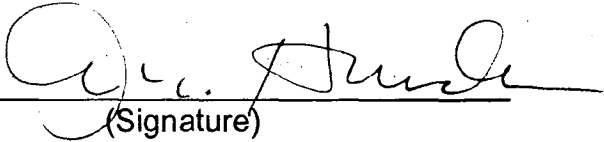
19. Warranty and Guarantee. All warranties and guarantees shall survive the completion of performance, expiration or termination of this Contract and shall continue through the warranty or guarantee period.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Contract on the dates written below.

OAK GROVE RESTORATION COMPANY

Date: 1/23/06

By: 
(Signature)

Typed: Ann K. Handler

Title: President

WITNESS

Date: 2/23/06

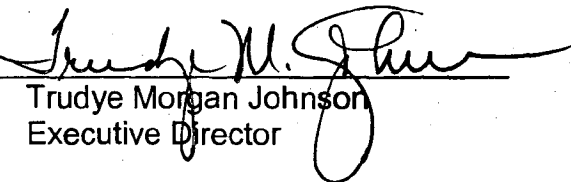
By: 
(Signature)

Typed: JUDY PFLUEGER

Title: OFFICE MANAGER



**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

Date: 3-16-06

By: 
Trudye Morgan Johnson
Executive Director

ATTEST

Date: _____

By: 
 Patricia Colihan-Barney
Secretary-Treasurer

OAK GROVE

RESTORATION COMPANY

February 1, 2006

Michelle Grace
Property Management Section
M-NCP&PC
Department of Park & Planning, Montgomery County
9500 Brunett Avenue
Silver Spring, Maryland 20901

Re: Revised Proposal for Red Door Store

Dear Michelle:

Below is our revised proposal to perform the scope of work as detailed in your letter of January 9, 2006.

Original Contract Scope:

1. Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
2. Repair and/or replace windowsills matching the original dimensions using Western Cedar.
3. Refasten loose siding boards on porch and exterior walls using stainless steel screws.
4. Replace missing corner boards with 5/4" cedar boards.
5. Repair rafter ends to provide sound fastening areas for new gutter hardware.
6. Install 5" half round copper gutters at all roof eaves and solder all seams
7. Install 3" round copper downspouts.

Additional Scope:

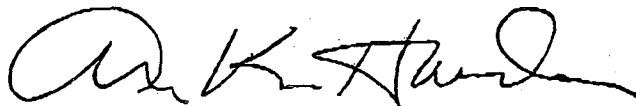
8. Repair/replace broken window glass as necessary.
9. Repair/replace/scrape and paint exterior walls and ceiling.

Our proposal to perform the scope of work itemized above is \$82,000. We will furnish copies of the required licenses at a later time.

Please call me with any questions.

OAK GROVE RESTORATION COMPANY

By:



Ann K. Handler, President
oakgrove@his.com

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



PUT

February 17, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Contract for Services No. 260491; Red Door Store

Dear Mr. Handler,

Enclosed you will find 4 copies of the Contract for Services for your signature.

Please sign 3 original copies and return them to our office no later than February 24, 2006.

You may retain the fourth copy for your files.

Also, please send another copy of Colossal Contractors Lead Certification. The fax copy is too dark to submit with the contract.

Upon execution by our Executive Director, I will contact you about a start date.

Thank you for your cooperation in this matter. I can be reached at 301/495-2467 with any questions.

Sincerely,

Michelle Grace
Property Management

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

Enclosures



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Michelle Grace 301.495.2467
Originator Phone#
Mo Co. Parks
Department

Date Initiated
Contract# _____
PR# _____
Check Request # _____
MFD Yes No

VENDOR: Oak Grove Restoration Co. ACCOUNT CODE(S): 494412.3000

WAIVER OF QUOTATION OR BID PROCEDURES

REASON: (Check One Primary Reason)

- EMERGENCY - sudden and unexpected occurrences or conditions which, could not be foreseen or which pose an actual or immediate threat to the continuance of an essential normal operation of the Commission or which are a threat to public health, welfare or safety or when the interest in meeting constraints overrides the general rule requiring competitive bidding.
PUBLIC POLICY - When a vendor is chosen because public law requires it or for public interest reasons, such as purchasing from state institutions for the handicapped or incarcerated or for environmental considerations.
AMENDMENT - When a contract is already in place, it is appropriate to allow the vendor to provide additional services not within the scope of the original contract because units are compatible with existing equipment/systems or superior capabilities are evident such as quality, life span, and expertise.
OTHER - When knowledge and experience of Commission activities or compatibility, with existing equipment/systems would be more advantageous than the possible cost savings possible through competitive bidding or when anticipated cost savings override the general rule requiring competitive bidding.

JUSTIFICATION:

CERTIFICATION: I certify that this waiver for \$ 82,000 is essential and is not appropriate for competitive bidding. If the purchase amount exceeds the approval, the waiver will be resubmitted.



[Signature] Department Director/Designee [Signature] 2/16/06 Date

FOR DEPARTMENT OF HUMAN RESOURCES & MANAGEMENT USE

Date Received: Recommendation: Approval: Denial: Date Approved: Denial (Comment Attached): Reviewer:

MEMORANDUM

TO: Gordon Rosenthal, Acting – Superintendent, Department of Parks

FROM: Michelle Grace, Property Management Section  

DATE: February 13, 2006

RE: Request for waiver; Emergency Condition
Red Door Store, 16400 Layhill Road, Sandy Spring, MD.

CC: Gwen Wright, Manager, Historic Preservation Section

I request competition be waived in order to affect the necessary repairs to the above referenced historic property. The request is substantiated as follows:

Emergency Condition

On December 12, 2005, the Montgomery County Department of Housing and Community Affairs (DHCA) sent the Commission's Historic Preservation office a notice citing 5 violations of the Montgomery County Code at the property. The notice requires the Commission to correct the violations and submit to a re-inspection within 30 days.

The Historic Preservation office then asked the Property Management office to facilitate the needed repairs because we administer the Lease with the tenant on the property.

The Commission contacted the DHCA on December 21, 2005 and requested an extension of time to June 1, 2006. The request asks for consideration due to the complexity of the work, adherence to the historic preservation guidelines, procurement procedures and the less than ideal time of year to perform the work (winter).

All 5 violations involve exterior work. The scope of work includes the scraping and removal of lead-based paint, removal of rotted wood boards, installation of new wood boards, painting of new surfaces, installation of gutters, down spouts, driveway repairs, and more.

The complexity of this work comes from both the historic nature of the repairs and the simultaneous addressing of lead-based paint. The lead-based paint scraping and disposal involves specialty work by a contractor certified to do this work.

I propose that the Commission secure the services of the Oak Grove Restoration Company (OGRC). The OGRC is already endorsed by the Historic Preservation office and deemed to have the necessary skills to make the repairs to the historic Red Door Store.

In addition, Mr. Hank Handler of the OGRC plans to contract with Colossal Contractors (CC), a Commission approved vendor and more importantly a lead-based paint contractor, certified by the Maryland Department of the Environment. CC is already experienced in the lead-based paint work. OGRC and CC would work together under one contract through OGRC.

The DHCA has not provided the Commission with a re-inspection date; however I expect that a date will be established momentarily. The DHCA is continually updated on our progress and understands that we are working quickly to resolve this matter.

In addition to the urgency of this request, please be aware that the Commission had previously contracted with OGRC (contract no. 260049) to perform some of the same work that has been cited by the DHCA. The contract was put on hold due to the discovery of lead-based paint on multiple surfaces. Since then, the DHCA inspected the property, issued their findings and as a result the scope of work is increased.

It could be recommended that the original contract be revised to include the DHCA inspection items, however contract no. 260049 expired on October 31, 2005, and the scope of work has changed significantly.

Thank you for your time and consideration.

I look forward to your approval of our request for a waiver in consideration of the emergency.

Attachments: DHCA Inspection Notice
Commission response letter to DHCA Notice dated December 21, 2005
Original OGRC Contract No. 260049
Revised OGRC Proposal dated February 1, 2006

APPROVED: _____

by: _____
(Printed Name)

Date: _____



DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Douglas M. Duncan
County Executive

December 12, 2005

Elizabeth B. Davison
Director

Gwen Marcus Wright, MNCP
1109 Spring Street
Silver Spring, MD 20910-

Case No: 60254
Property: 16400 LAYHILL
Unit:

Dear Ms. Wright:

This Department conducts inspections which identify violations of the following chapters of the Montgomery County Code:

- Chapter 26, Housing and Building Maintenance Standards
- Chapter 29, Landlord-Tenant Relations
- Chapter 48, Solid Waste, and
- Chapter 58, Weeds.

During these inspections, we may also identify any obvious violations of other chapters of the Montgomery County Code:

- Chapter 8, Buildings
- Chapter 17, Electricity
- Chapter 22, Fire Safety Code, and
- Chapter 59, Zoning Ordinance.

The violations cited in the enclosed Addendum refer to one or more of the above-named Chapters.

On 12/2/2005, I inspected the above-referenced property, which revealed 5 violation(s) that appear(s) on the enclosed Addendum. The violation(s) must be corrected within 30 days of the date of this letter (unless otherwise noted in the enclosed Addendum). A re-inspection will be conducted after that time to ensure the violation(s) no longer exist(s).

If you have any questions, please feel free to call me. Your cooperation in complying with this notice is greatly appreciated.

Sincerely,

Wright A. Jolly, Jr.
Housing Code Inspector
240-777-3779

Enclosure(s)



Division of Housing and Code Enforcement

Code Enforcement
FAX 240/777-3701 3701

Moderately Priced
Dwelling Unit
240/777-3709

Housing Development
and Loan Programs
240/777-3691

Landlord-Tenant Affairs
240/777-3691

100 Maryland Avenue, 4th Floor • Rockville, Maryland 20850 • 240/777-3600, TDD 240/777-3679

www.montgomerycountymd.gov/dhca

ADDENDUM

(By Location)

Case Number: 60254

Property: 16400 LAYHILL

Exterior

	<u>Item</u>	<u>Detail</u>	<u>Action</u>
ID# 89687	Gutter/ Downspout Inspected: 12/02/2005	General Condition	Repair/Replace
ID# 89686	Windows Inspected: 12/02/2005	Glass	Repair/Replace
ID# 89685	Walls/ Ceiling - Exterior Inspected: 12/02/2005	Siding	Paint (clean/scrape/prep as necessary)
ID# 89684	Walls/ Ceiling - Exterior Inspected: 12/02/2005	Siding	Repair/Replace
ID# 89683	Driveway Inspected: 12/02/2005	General Condition	Repair/Replace

Important notice:

The BOCA (Building Officials and Code Administrators International, Inc.) National Property Maintenance Code is regarded by housing officials nationwide as the industry standard. Section PM-101.6 of the BOCA Code states, regarding workmanship, that "All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed in a workmanlike manner." In addition, it is the responsibility of the property owner (or the agents for the owner) to obtain any required permits for repairs, maintenance work, alterations, installations, or zoning from the Montgomery County Department of Permitting Services.

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



December 21, 2005

Mr. Wright Jolly, Jr.
Inspector
Department of Housing and Community Affairs
100 Maryland Avenue, 4th Floor
Rockville, MD 20850

RE: Case No. 60254
Property: 16400 Layhill Road

Dear Mr. Jolly,

Pursuant to our telephone conversation today, the Commission asks that an extension of time be granted to complete the necessary repairs for the above referenced inspection.

Due to the nature of the repairs, holiday season, weather constraints and coordination of more than one contractor, we ask that the due date be extended until June 1, 2006.

The scope of work consists of the following tasks:

- Abatement of lead based paint on exterior surfaces relative to repairs, prior to all other work.
- Repair or replace gutters and downspouts.
- Replace broken window glass.
- Repair and paint siding, and other exterior walls or ceilings.
- Repair or replace driveway.

We have already contacted several contractors to consider the above work.

We appreciate your full consideration of our request.

Please provide your written response to our request at your earliest convenience.

You may contact me at 301/495-2467 if you have any questions.

Sincerely,

Michelle Grace
Property Management Section

Cc: Jerry Bush, Enterprise Division
Mike Dwyer, Historic Preservation
Gwen Wright, Historic Preservation

CONTRACT FOR CONSTRUCTION

THIS CONTRACT is between the Maryland-National Capital Park and Planning Commission, a public body corporate of the State of Maryland, hereinafter called the "Commission", and Oak Grove Restoration Company, 5815 Riggs Road, Laytonsville, Maryland, hereinafter called the "Contractor".

WHEREAS, the Commission issued RFQ No. 24-603Q, dated April 22, 2004 requesting quotations to perform construction at the Red Door Store, 16410 Norwood Road, Sandy Spring, Maryland.

WHEREAS, the Contractor submitted a quotation on May 14, 2004 offering to perform the work for the sum of \$40,600.

WHEREAS, the Commission has determined that the Contractor is the lowest responsive and responsible offeror.

NOW, THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration the Commission and the Contractor agree as follows:

1. **Scope of Work.** The Contractor shall perform the work described in RFQ and the quotation submitted by the Contractor. The documents incorporated into this Contract are: (1) the RFQ as amended, (2) the Commission's Procurement Rules, Regulations and Laws, and (3) the quotation and all forms and documents submitted by the Contractor in response to the RFQ. In case of any conflict, the documents shall have precedence in the following order: (1) the Contract, (2) the Commission's Procurement Rules, Regulations and Laws, (3) the RFQ as amended, and (4) the quotation and all forms and documents submitted by the Contractor.

2. **Compensation.** The Commission shall pay the Contractor a maximum amount not to exceed \$40,600 upon satisfactory completion of the work under this Contract. The Commission's policy is to pay the Contractor within 30 days after receipt by the Commission of a proper invoice and acceptance of the invoice by the Commission.

3. **Term.** The term of this Contract is from the date of execution by the Executive Director until the Commission makes final payment or October 31, 2005, whichever is earlier.

4. **Completion of Work.** The Contractor shall perform and complete the work in 60 calendar days in accordance with this Contract. The days for completion of the work shall be consecutive calendar days from the date specified in the Commission's written notice to proceed. The failure of the Contractor to complete the

work within the specified time may result in the Commission's assessment of liquidated damages or termination of the Contract for default.

5. Nondiscrimination. The Contractor shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Contractor is determined to be in violation of Federal, State, or County nondiscrimination laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract in whole or in part, and the Commission may declare the Contractor ineligible for any future contracts.

6. Insurance. The Contractor shall maintain, at the Contractor's sole expense, during the term of this Contract, insurance which shall protect the Contractor and any subcontractor(s) performing work under this Contract from claims, liability, legal actions, costs, expenses and damages, which may arise from the performance of work under this Contract. The Contractor shall furnish a Certificate of Insurance for the types of coverage and limits required by the Commission's Risk Management Office. The Certificate shall name the Commission as an additional insured and shall provide for 45 days advance written notice to the Commission in the event of termination, modification or cancellation of coverage.

7. Indemnification. The Contractor shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, and shall require that each sub-contractor indemnify and save harmless, the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, legal actions, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligence, negligent performance of or failure to perform any of their obligations under the terms of this Contract.

8. Termination. The Commission may terminate this Contract for convenience or for default on 30 days written notice to the Contractor.

9. Laws and Regulations. The Contractor shall comply with all of the Commission's Rules, Regulations and Laws and with all applicable Federal, State and County laws, regulations and ordinances pertaining to the subject matter and performance under this Contract.

10. Assignment. The Contractor may not assign or transfer any rights under this Contract without prior written consent of the Commission.

11. Entire Agreement. This document contains the entire agreement between the parties and may only be modified by written modification signed by the parties.

12. **Severability.** If any provision of this Contract is determined to be invalid or illegal by a court or an administrative body or agency, that provision shall be severed from this Contract and shall not affect the remainder or any other provision contained herein.

13. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Montgomery County, Maryland.

14. **Waiver.** The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver thereof.

15. **Nondiscrimination in Employment.** The Contractor shall comply with the nondiscrimination in employment provisions of Sections 14 through 18; Article 49B, Annotated Code of Maryland and Federal, State and County nondiscrimination in employment laws and regulations. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. If the Contractor is determined to be in violation of Federal, State or County nondiscrimination in employment laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Contract in whole or in part, and the Commission may declare the Contractor ineligible for any further contracts.

16. **Independent Contractor.** The Contractor is an independent Contractor. The Contractor and the Contractor's employees and agents are not agents or employees of the Commission.

17. **Time.** Time is of the essence.

18. **Work under the Contract.** Work may not commence under this Contract until all conditions for commencement are met, including execution of the Contract by the Commission and the Contractor, compliance with insurance requirements and issuance of any required notice to proceed.

19. **Warranty and Guarantee.** All warranties and guarantees on goods, services and construction shall survive the completion of performance, expiration or termination of the Contract and shall continue through the warranty or guarantee period.

SIGNATURE PAGE FOLLOWS

Contract/Control No. 260049

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Contract on the dates written below.

OAK GROVE RESTORATION COMPANY

Date: 6/29/05

By: *Ann K. Handler*
(Signature)

Typed Name: Ann K. Handler

Title: President

WITNESS

Date: 6/29/05

By: *Judy Pflueger*
(Signature)

Typed: Judy Pflueger

Title: Office Manager

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

Date: 09/02/05

By: *Trudye Morgan Johnson*
Trudye Morgan Johnson
Executive Director

ATTEST

Date: 9-6-05

By: *Patricia Colman-Barney*
Patricia Colman-Barney
Secretary-Treasurer

APPROVED AS TO LEGAL SUFFICIENCY

DVD 8/15/05
M-NCPPC LEGAL DEPARTMENT

OAK GROVE

RESTORATION COMPANY

February 1, 2006

Michelle Grace
Property Management Section
M-NCP&PC
Department of Park & Planning, Montgomery County
9500 Brunett Avenue
Silver Spring, Maryland 20901

Re: Revised Proposal for Red Door Store

Dear Michelle:

Below is our revised proposal to perform the scope of work as detailed in your letter of January 9, 2006.

Original Contract Scope:

1. Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
2. Repair and/or replace windowsills matching the original dimensions using Western Cedar.
3. Refasten loose siding boards on porch and exterior walls using stainless steel screws.
4. Replace missing corner boards with 5/4" cedar boards.
5. Repair rafter ends to provide sound fastening areas for new gutter hardware.
6. Install 5" half round copper gutters at all roof eaves and solder all seams
7. Install 3" round copper downspouts.

Additional Scope:

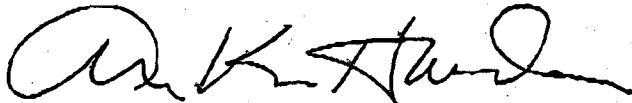
8. Repair/replace broken window glass as necessary.
9. Repair/replace/scrape and paint exterior walls and ceiling.

Our proposal to perform the scope of work itemized above is \$82,000. We will furnish copies of the required licenses at a later time.

Please call me with any questions.

OAK GROVE RESTORATION COMPANY

By:



Ann K. Handler, President
oakgrove@his.com

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



February 17, 2006

Mr. Baldev Sondh
Mrs. Meena Sondh
16400 Layhill Road
Sandy Spring, Maryland 20860

RE: Red Door Store; Request to Install Satellite Dish,
Notice of Construction

Dear Mr. & Mrs. Sondh,

This letter is in response to your request to install a satellite dish to operate the Lottery program.

At this time, the Commission is about to begin extensive work to the exterior of the building.

It would be inappropriate to authorize your request considering the improvements we have planned.

Also, please be aware that when we have a firm start date, you will be notified to remove your signs from the exterior of the building.

Should you desire to replace the signs once construction is complete, you will be required to apply for the permit and approval from the Department of Permitting Services.

I have enclosed a copy of the Historic Area Work Permit application and instructions for your reference.

I will be back in touch once construction is underway.

Should you have additional questions, please feel free to contact me at 301/495-2520.

Thank you for your time and cooperation in this matter.

Sincerely,

Carrye E. Palleschi
Park Property Manager

Enclosures

cc: Gwen Wright, Historic Preservation
Mike Dwyer, Historic Preservation

N:\ENT\PROPERTY MGT\Leases\Commercial Leases\Red Door Store\response to request for satellite.doc
MONTGOMERY PARKS

OAK GROVE RESTORATION COMPANY

February 1, 2006

Michelle Grace
Property Management Section
M-NCP&PC
Department of Park & Planning, Montgomery County
9500 Brunett Avenue
Silver Spring, Maryland 20901

Re: Revised Proposal for Red Door Store

Dear Michelle:

Below is our revised proposal to perform the scope of work as detailed in your letter of January 9, 2006.

Original Contract Scope:

1. Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
2. Repair and/or replace windowsills matching the original dimensions using Western Cedar.
3. Refasten loose siding boards on porch and exterior walls using stainless steel screws.
4. Replace missing corner boards with 5/4" cedar boards.
5. Repair rafter ends to provide sound fastening areas for new gutter hardware.
6. Install 5" half round copper gutters at all roof eaves and solder all seams
7. Install 3" round copper downspouts.

Additional Scope:

8. Repair/replace broken window glass as necessary.
9. Repair/replace/scrape and paint exterior walls and ceiling.
10. [Not Included.]

Our proposal to perform the scope of work itemized above is \$82,000. We will furnish copies of the required licenses at a later time.

Please call me with any questions.

OAK GROVE RESTORATION COMPANY

By:



Ann K. Handler, President
oakgrove@his.com

Maryland-National Capital Park and Planning Commission
Department of Park and Planning
9500 Blunett Avenue
Silver Spring, Maryland 20901
Phone: 301-495-2520
Fax: 301-495-2575

Property Management

Fax

To: Gwen Wright	From: Michelle Grace
Fax: 301/563-3412	Date: 2/2/06
Phone:	Pages: 2 including cover
Re: Red Door Store	CC:
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Gwen,

Please review Hank's proposal and send me an e-mail with your approval or disapproval.

Thanks,

Michelle Grace

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



January 9, 2006

Mr. Hank Handler
Oak Grove Restoration Company
5815 Riggs Road
Laytonsville, MD 20882

RE: Request for Revised Proposal; Red Door Store

Dear Mr. Handler,

Thank you for meeting with Mike Dwyer and I on January 3.

The original contract No. 260049 is no longer in force since a new contract must be created to include the compliance items/repairs based on the recent inspection by the Department of Housing and Community Affairs (DHCA), see copy attached.

Kindly, provide a written proposal based on the following scope of services:

Original Contract Scope:

1. Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
2. Repair and/or replace windowsills matching the original dimensions using Western Cedar.
3. Refasten loose siding boards on porch and exterior walls using stainless steel screws.
4. Replace missing corner boards with 5/4" cedar boards.
5. Repair rafter ends to provide sound fastening areas for new gutter hardware.
6. Install 5" half round copper gutters at all roof eaves and solder all seams.
7. Install 3" round copper downspouts.

Additional Scope:

8. Repair/replace broken window glass as necessary.
9. Repair/replace/scrape and paint exterior walls and ceiling.
10. Repair/replace deteriorated blacktop and make driveway structurally sound.

Also, please note that the property was recently tested for lead based paint and asbestos containing materials. The results of the test are included in the enclosed report dated October 27, 2005.

Be sure your proposal includes copies of the required licenses and permits for your company, all employees, and subcontractors that will be performing the above work. Your proposal must reflect compliance with the Maryland Department of Environment with regard to hazardous materials handling during construction.

Please submit your written proposal no later than January 13, 2006.

Should you have additional questions, please do not hesitate to contact me at 301/495-2467.

Thank you for your time and cooperation in this matter.

Sincerely,



Michelle Grace
Property Management Section

Enclosures

Cc: Mr. Wright Jolly, Inspector, DHCA
Gwen Wright, Historic Preservation, M-NCPPC
Mike Dwyer, Historic Preservation, M-NCCPC

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Park and Planning, Montgomery County, Maryland
9500 Brunett Avenue, Silver Spring, Maryland 20901
301-495-2520 voice; 301-495-2575 fax



December 21, 2005

Mr. Wright Jolly, Jr.
Inspector
Department of Housing and Community Affairs
100 Maryland Avenue, 4th Floor
Rockville, MD 20850

RE: Case No. 60254
Property: 16400 Layhill Road

Dear Mr. Jolly,

Pursuant to our telephone conversation today, the Commission asks that an extension of time be granted to complete the necessary repairs for the above referenced inspection.

Due to the nature of the repairs, holiday season, weather constraints and coordination of more than one contractor, we ask that the due date be extended until June 1, 2006.

The scope of work consists of the following tasks:

- Abatement of lead based paint on exterior surfaces relative to repairs, prior to all other work.
- Repair or replace gutters and downspouts.
- Replace broken window glass.
- Repair and paint siding, and other exterior walls or ceilings.
- Repair or replace driveway.

We have already contacted several contractors to consider the above work.

We appreciate your full consideration of our request.

Please provide your written response to our request at your earliest convenience.

You may contact me at 301/495-2467 if you have any questions.

Sincerely,

Michelle Grace
Property Management Section

Cc: Jerry Bush, Enterprise Division
Mike Dwyer, Historic Preservation
Gwen Wright, Historic Preservation



DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Douglas M. Duncan
County Executive

December 12, 2005

Elizabeth B. Davison
Director

Gwen Marcus Wright, MNCP
1109 Spring Street
Silver Spring, MD 20910-

Case No: 60254
Property: 16400 LAYHILL
Unit:

Dear Ms. Wright:

This Department conducts inspections which identify violations of the following chapters of the Montgomery County Code:

Chapter 26, Housing and Building Maintenance Standards
Chapter 29, Landlord-Tenant Relations
Chapter 48, Solid Waste, and
Chapter 58, Weeds.

During these inspections, we may also identify any obvious violations of other chapters of the Montgomery County Code:

Chapter 8, Buildings
Chapter 17, Electricity
Chapter 22, Fire Safety Code, and
Chapter 59, Zoning Ordinance.

The violations cited in the enclosed Addendum refer to one or more of the above-named Chapters.

On 12/2/2005, I inspected the above-referenced property, which revealed 5 violation(s) that appear(s) on the enclosed Addendum. The violation(s) must be corrected within 30 days of the date of this letter (unless otherwise noted in the enclosed Addendum). A re-inspection will be conducted after that time to ensure the violation(s) no longer exist(s).

If you have any questions, please feel free to call me. Your cooperation in complying with this notice is greatly appreciated.

Sincerely,

Wright A. Jolly, Jr.
Housing Code Inspector
240-777-3779

Enclosure(s)



Division of Housing and Code Enforcement

Code Enforcement
FAX 240/777-3701

Moderately Priced
Dwelling Unit
240/777-3709

Housing Development
and Loan Programs
240/777-3691

Landlord-Tenant Affairs
240/777-3691

100 Maryland Avenue, 4th Floor • Rockville, Maryland 20850 • 240/777-3600, TDD 240/777-3679

www.montgomerycountymd.gov/dhca

ADDENDUM

(By Location)

Case Number: 60254

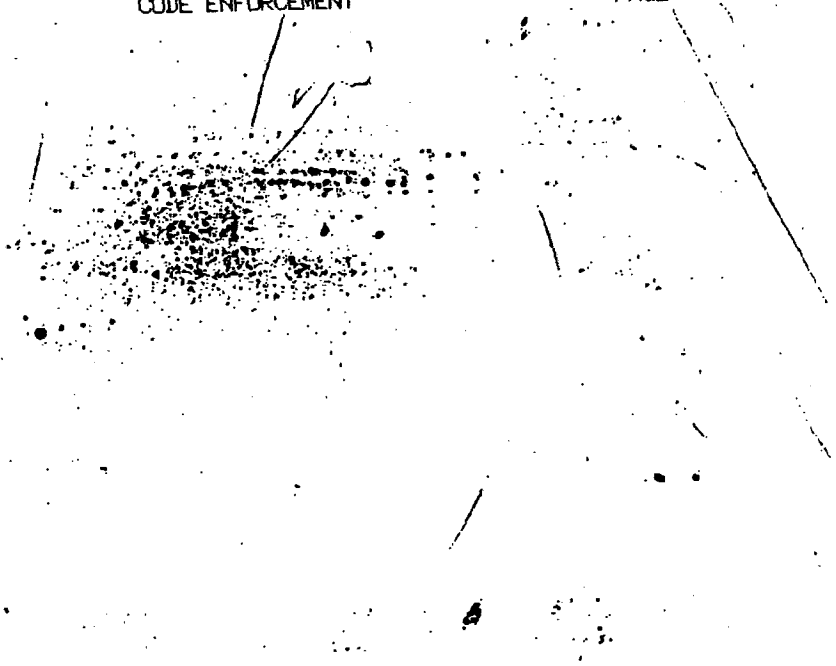
Property: 16400 LAYHILL

Exterior

	<u>Item</u>	<u>Detail</u>	<u>Action</u>
ID# 89687	Gutter/ Downspout Inspected: 12/02/2005	General Condition	Repair/Replace
ID# 89686	Windows Inspected: 12/02/2005	Glass	Repair/Replace
ID# 89685	Walls/ Ceiling - Exterior Inspected: 12/02/2005	Siding	Paint (clean/scrape/prep as necessary)
ID# 89684	Walls/ Ceiling - Exterior Inspected: 12/02/2005	Siding	Repair/Replace
ID# 89683	Driveway Inspected: 12/02/2005	General Condition	Repair/Replace

Important notice:

The BOCA (Building Officials and Code Administrators International, Inc.) National Property Maintenance Code is regarded by housing officials nationwide as the industry standard. Section PM-101.6 of the BOCA Code states, regarding workmanship, that "All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed in a workmanlike manner." In addition, it is the responsibility of the property owner (or the agents for the owner) to obtain any required permits for repairs, maintenance work, alterations, installations, or zoning from the Montgomery County Department of Permitting Services.



THE MARYLAND-NATIONAL
CAPITAL PARK & PLANNING
COMMISSION

GWEN MARCUS WRIGHT
Historic Preservation Supervisor
County-wide Planning Division

301 563-3400
FAX: 301 563-3412
E-MAIL: gwen.wright@mncppc-mc.org
<http://www.mc-mncppc.org>

**MONTGOMERY COUNTY
DEPARTMENT OF
PARK & PLANNING**

1109 Spring Street, Suite 801
Silver Spring, Maryland 20910

3 copies

12/12/05

MONTGOMERY COUNTY FIRE AND RESCUE SERVICE

Montgomery County, Maryland
255 Rockville Pike, Rockville, Maryland 20850

POSTAL
Fax Note R7573 10/29/04 2
TO Gwen Wright
From Carrie Fallesch
Phone#

16400
 ENF Phone #: (240) 777-2457
 Street # 16400 Street Name LA-MILL RD. St./Rd./Ct./Ave. Suite SANDY SPRING City Zip Code (301) 579-0661
 T/A Name Owner/Manager/Contractor Phone

F VIOLATION BOX IS CHECKED:
 This occupancy/property is in violation of the following Fire Codes below. You are ordered to comply with the actions below. Failure to comply may result in civil/criminal penalty.

- Occupancy Approved
- Occupancy Disapproved
- Test Passed
- Test Failed
- License Approved
- License Disapproved

- SEE REVERSE SIDE FOR APPEAL INSTRUCTIONS -

NO.	REFERENCE	SECTION	CORRECTIVE ACTION
1	NFPA 101		REPLACE HANDRAILS ON STAIRWELL
2	NFPA 101		ADD EXIT SIGNAGE PER OUR CONVERSATION.
3	FSC 22		DISCONTINUE USE OF EXTENSION CORDS AS PERMANENT WIRING.
4	FSC 22		SERVICE FIRE EXTINGUISHERS ANNUALLY AND KEEP RECORDS.
5	FSC 2216		REMOVE EXCESSIVE STORAGE FROM UPSTAIRS STORAGE ROOM.

Corrections **MUST** Be Made: 1. Immediately 2. Prior to Occupancy 3. By: _____ Page 1 of 2

Signature of Person Receiving Notice: Carrie Fallesch Signature of Reporting Officer: CHRIS PRITCHARD
 Print Name of Person Receiving Notice: Carrie Fallesch Print Name of Reporting Officer: _____

Date of Reinspection: _____ By: _____

Results: 1. All Corrected 2. Outstanding Violation Number(s): _____

		FOR INTERNAL USE ONLY				Property Code	
Approved	1	Permit	1	Alarm	10	1	1
Inspected	2	Fire Safety	2	Exits	11	1	1
Tested	3	Emergency	3	Fire Drills	12	1	1
Inspected on Occupancy	4	Fire Officer	4	Fire Officer	13	1	1
Permitted	5	Chief	5	Permit	14	1	1
Remediated	6	Inspector	6	Emergency No.	15	1	1
Compliance	7	Drainage	7	Drainage	16	1	1



Aerosol Monitoring & Analysis, Inc.

Environmental Consultants

Invoice

Invoice Number: 20477

October 27, 2005

To: MD Nat'l. Capital Park & Planning Comm.
9500 Brunett Avenue
Silver Spring, MD 20901
Attention: Ms. Michelle Grace

Project: 05355 Red Door Country Store
Asbestos and Lead Based Paint Survey

Manager: Willie Chase

Professional Services for the Period: 10/1/2005 to 10/27/2005

PO # FX 125626

Professional Services

	<u>Hours</u>	<u>Rate</u>	<u>Charge</u>
Industrial Hygienist	20.00	\$60.00	\$1,200.00
Project Manager	2.00	\$85.00	\$170.00
Professional Services Totals			<u>\$1,370.00</u>

Reimbursables

	<u>Units</u>	<u>Rate</u>	<u>Charge</u>
PLM-Polarized Light Microscopy -Bulk	49.00	\$15.00	\$735.00
XRF	1.00	\$50.00	\$50.00
Reimbursables Totals			<u>\$785.00</u>

Project Totals:

*** Total Project Invoice Amount

\$2,155.00

All invoices are due within 30 days. A late charge of 1.5% may be added to any unpaid balance after 30 days.
Federal Tax ID 52-1233618

Steven Wright

okay to pay

Remit To:

P.O. Box 646 Hanover, MD 21076 410-684-3327



Original Purchase Order

PURCHASE ORDER NO.
FX125626

CHANGE ORDER NO.
000000

The Maryland-National Capital Park and Planning Commission

Purchasing Division
6611 Kenilworth Avenue
Riverdale, Maryland 20737

SHOW THIS PURCHASE ORDER NUMBER ON ALL SHIPMENTS,
CORRESPONDENCE AND INVOICES

Date 10/03/2005

Page 1 of 2

Blanket Price Agreement: N/A

Payment Terms: Net 30

Shipping Terms: FOB Destination

Delivery Date: 10/31/2005

Charged To: Historic Renovations

Req No:

By:

Phone:

Vendor No: 169912 / 001

V
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AEROSOL MONITORING & ANALYSIS INC.
1331 ASHTON ROAD
HANOVER, MD 21076-0000

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Phone No: (410)684-3327
M-NCPPC - MC - Property Management Admin
Michelle Grace
Property Management
9500 Brunett Avenue
Silver Spring MD 20901
Phone: (301) 495-2517

Questions concerning this order should be referred
to the buyer:
Phone:

MAIL ORIGINAL INVOICE TO:
M-NCPPC
Department of Finance
Accounts Payable
PO Box 1100
Riverdale, Maryland 20737

The purchase order number must be legibly written on the outside of
each box or carton delivered. Failure to do so will be just cause to
refuse the shipment. This order subject to the terms herein.

Item	Description	Quantity	UOM	Unit Price	Total Cost
1	<p>92693 SPECIFICATION: Conduct Lead and Asbestos test per the estimate dated September 21, 2005, attached.</p> <p>Property Location and address: Red Door Country Store, 16410 Norwood Rd., Sandy Spring, MD 20860.</p> <p>Contractor to provide a written report detailing the results of the testing to the Commission. The Red Door Store is one of the Commission's historic properties and care should be taken when working at the property. Contractor shall call the Property Management Office at 301-495-2520 to schedule the work...3 days advance notice is required prior to starting work so that the tenant can be advised of the schedule.</p> <p>Charged To: 25 494412 3000 Historic Renovations</p>	1	EA	2,300.00	2,300.00

Total \$2,300.00

NOTE: The M-NCPPC is exempt from the following taxes:

1. State of Maryland Sales Tax by Certificate 3005531-4
2. District of Columbia Sales Tax by Exemption No. 9199-99147-01
3. Federal Excise Tax Exempt No. 52-76-0029K

Gwen Wright
Signature



Aerosol Monitoring & Analysis, Inc.

Environmental Consultants

October 27, 2005

Ms. Michelle Grace
M-NCPPC-MC- Property Management Administration
9500 Brunett Avenue
Silver Spring, MD 20901

Re: Report for the Asbestos Containing Materials (ACM) and Lead Based Paint (LBP) inspection and testing of the Red Door Country Store located at 16400 Layhill Road, Sandy Spring, Maryland.

AMA Project #: 05355
MNCPPC PO#: FX125626
Arl. Co. Contract #: 259-05

Dear Ms. Grace:

Per your request, Aerosol Monitoring & Analysis, Inc. (AMA) conducted an inspection of the accessible areas at the above referenced property for the presence of asbestos containing materials (ACM) and lead based paint (LBP). The inspection was performed by Ms. Mina Gabriel and Mr. Patrick Dincher. Ms. Gabriel and Mr. Dincher are Environmental Protection Agency (EPA) accredited Asbestos Inspectors and Maryland licensed Lead Inspector Technicians.

On October 14, 2005, Ms. Gabriel and Mr. Dincher were at the above referenced site to perform the inspection and sampling/testing of suspect ACM's and LBP. AMA's scope of work included the identification, quantification and sampling of suspect materials that may be disturbed as a result of the proposed paint stabilization and remodeling activities for the property. Although AMA conducted a thorough inspection of the interior and exterior areas of the structure, a destructive assessment was not performed. Samples of the roofing materials were not collected due to accessibility and the stated proposed activities for this project and the potential disturbance of such materials. Therefore, the roofing materials will be considered presumed asbestos containing materials (PACM) until such time it is tested to determine otherwise.

The property located at 16400 Layhill Road in Sandy Spring, Maryland, consists of a house and an added on structure that serves as a Liquor store. The house is comprised of a 1st floor, a 2nd floor, an attic and a crawlspace that was inaccessible; the store is one level and contains a crawlspace, which was accessible during the time of the inspection. The majority of the exterior of the building is wood frame construction with painted wood siding and the roof is constructed of asphalt shingles. The interior is constructed with plaster lath, drywall walls and ceilings, and wooden flooring. The crawlspace walls are masonry and the floor is soil.

ASBESTOS CONTAINING MATERIALS

While on-site, AMA conducted an inspection of the accessible suspect ACM's. Samples of suspect ACM were collected with a screwdriver or utility knife, which was driven through the suspect material to the substrate so as to obtain a sample containing all discrete layers. The samples were then placed in "whirl-pak" bags and assigned unique identifiers that were recorded on the bag and the bulk survey sampling sheets.

Samples were submitted to AMA Analytical Services, Inc. in Lanham, Maryland. Samples of bulk material were analyzed using PLM following the EPA Method 600/R-93/116. PLM is an optical microscopic technique used to distinguish the different types of asbestos fibers by their shape and unique optical properties. The technique is based on observing the refraction of light from the various crystalline asbestos structures and identifying the corresponding color changes through the microscope. Analytical results of greater than 1% asbestos classify a material as asbestos containing according to the EPA and State of Maryland.

AMA Analytical Services, Inc. is a participant in the U.S. Department of Commerce, National Institute of Standards and Technology through the National Voluntary Laboratory Accreditation Program (NVLAP) for Bulk Asbestos Analysis, NVLAP No. 1143 and accreditation by the American Industrial Hygiene Association (#8863).

While on-site, AMA collected a total of forty-nine (49) bulk samples of suspect ACM from interior and exterior areas of the structures. Bulk samples were collected from: plaster, drywall, drywall mudding, floor tile, floor tile mastic, leveling compound, linoleum sheeting, wall board, wallboard mastic, baseboard mastic, exterior window glazing, and caulking.

Based on the results of the laboratory analysis, the following materials: **9"x9" gray floor tile, 9"x9" yellow floor tile, 9"x9" yellow/red checkered pattern floor tile, and brick patterned linoleum sheeting were determined to be asbestos-containing materials. Since floor tiles cannot typically be separated from the floor tile mastic, carpet mastic or linoleum floor sheeting, the mastics associated with the 9"x9" floor tiles must be considered contaminated by the asbestos-containing floor tile associated with them.** Sample results can be found in Table I. Quantities of the asbestos-containing material can be found in Table II. ACM room inventory materials can be found in Table III.

The 9"x9" gray floor tile, 9"x9" yellow floor tile, 9"x9" yellow/red checkered pattern floor tile and the brick patterned linoleum sheeting are considered by the EPA to be Category I non-friable ACMs. Category I non-friable ACMs can be considered regulated asbestos-containing materials by the EPA and State of Maryland per the definition contained within the EPA's National Emissions Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M), which is as follows: *Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category I nonfriable ACM that as become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.*

AMA recommends the removal of the floor tile/mastic if they will be disturbed as a result of renovation/demolition activities. All removal or handling of these materials must be performed prior to renovations/demolition by trained and licensed asbestos abatement personnel in accordance with 40 CFR Part 61 (EPA-NESHAP), 29 CFR 1926.1101 (OSHA Asbestos) and COMAR 26.11.21 (Maryland Asbestos).

LEAD BASED PAINT

The screening for lead paint was performed using a Radiation Monitoring Device (RMD) model LPA-1 X-Ray Fluorescence Spectrum Analyzer (XRF). The XRF contains a small radioactive source (Cobalt 57), which produces X-rays. The instrument emits radiation only when placed against a surface when the trigger is depressed. If the painted surface contains lead, the radiation will stimulate the lead atoms to emit a fluorescent field, which is sensed by a detector inside the unit. The XRF then converts these signals to a direct reading in milligrams of lead per square centimeter (mg/cm^2). The model LPA-1 can detect the presence of lead to a depth of 3/8 inch with a 95 % confidence interval.

The LPA-1 features two modes of operation when in use: Quick mode and Standard mode. When the Quick Mode is engaged on the LPA-1, the unit seeks the shortest period of time to assure a positive, negative, or inconclusive measurement with 95% confidence. As stated in the XRF Performance Characteristics Sheet (PCS) developed jointly by EPA and the U.S. Department of Housing and Urban Development (HUD), no correction is needed for substrate interference using the Quick mode.

Calibration of the RMD LPA-1 was conducted in accordance with manufacturer's instructions. Prior to obtaining readings from suspect surfaces in each area, three calibration readings were checked on a National Institute of Standards and Technology (NIST) calibration test block and recorded. The NIST calibration test block contains a known concentration of lead ($1.02 \text{ mg}/\text{cm}^2$). The LPA-1 must indicate $1.02 \text{ mg}/\text{cm}^2$ with a tolerance of + or - $0.3 \text{ mg}/\text{cm}^2$ for each of the three readings. If calibration readings fall outside this range, the equipment is not used.

For this survey, the XRF was set to default at $0.8 \text{ mg}/\text{cm}^2$, which is the action level indicating a substance to be lead-based paint (LBP) as established by the State of Maryland. The RMD LPA-1 field forms, which indicate all XRF results, are attached with this report. The field forms include test number, location (room and wall 1, 2, 3, and 4), color, component, substrate, condition good (G), fair (F), poor (P), and result. Wall 1 is defined as the wall, which either contains, or is parallel to, the front entrance door of the building. The remaining walls are labeled in clockwise fashion relative to Wall 1.

While on-site, AMA collected 134 readings, excluding calibrations, on the accessible painted interior and exterior surfaces throughout the structure. Of the 134 readings collected, 52 were greater than ($>$) 0.7 milligrams per square centimeter (mg/cm^2). The attached XRF data sheets provide data on the components, the reading number, substrate, color, location and result identified by the XRF to be finished with lead-based paint.

Based on the XRF testing the following components and items are finished with LBP:

Brown wood door jamb	White wood window sill
Brown wood door casing	White wood window sash
Gray wood wall	White wood door casing
Gray wood door casing	White wood door jamb
Gray wood door jamb	White wood baseboard
Green wood door	White wood shutters
Green wood stairwell door	White wood skirt board
Green wood door casing	Exterior white wood wall
Green wood door jamb	Exterior white wood door jamb
Green/Tan metal pipe	Exterior white wood porch door
Green plaster wall	Exterior green wood door
Green wood hand rail	Exterior red wood door

Green wood door	Exterior red wood window sash
Green metal tub	Exterior red wood corner board
Pink wood wall	Exterior red wood window casing
Pink wood door casing	Exterior gray wood door step
Pink wood door jamb	Exterior red wood soffit
Red wood door jamb	Exterior blue wood ceiling board
Tan wood door casing	Exterior red metal pipe
Tan wood window sill	Exterior red door casing
White wood ceiling	Exterior red metal sign post
White wood stair riser	

Results for each measurement taken on the day of the screening can be found in the attached Field Forms and results of positive XRF readings can be found in Table III. No paint chip samples were taken during the survey.

Although abatement of the painted surfaces is not required, proper disposal of the waste generated by demolition is required in accordance with EPA 40 CFR 261. It is unlikely that the painted surfaces at the site will be considered hazardous waste, but proper testing and hazardous material classification are still required. If renovation activities are conducted where lead paint stabilization and repainting is to occur, hazardous waste (lead paint chips) will likely be generated and must be disposed of properly. AMA recommends that if any LBPs or other surfaces with measurable amounts of lead are to be disturbed, it must be done so in accordance with the Occupational Safety and Health Administration (OSHA) 29 CFR, 1926.62 with Maryland Amendments by trained personnel using appropriate techniques designed to reduce lead exposure. Enclosed, please find copies of the laboratory certificates of analysis, the chain of custody, and the bulk sample survey sheets.

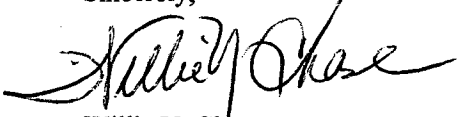
In addition to the inspection and testing for ACM and LBP materials and surfaces, other observations were made that indicates that the second floor of the property has evidence of a significant amount of suspect mold growth on building material surfaces and room contents. The materials and items observed on the 2nd floor areas and closet ((furniture, boxes of household items, books, & toys, and bags of trash) are not considered to be hazardous materials. The condition observed is apparently the result of water intrusion from roof leaks that has impacted the walls, floors, and ceilings in various areas. The water intrusion has caused ceiling materials to collapse in some areas leaving openings into the attic space that would allow birds to enter the building. If the present conditions are allowed continue mold will continue to grow. Such conditions can impact the indoor air quality (IAQ) in other areas of the property as well impact the health of some individuals.

Based the observed conditions actions need be taken to remediate the affected areas of the property. In order to minimize exposing the occupants, as well as the other areas of the building, this activity will need to be performed by a qualified mold remediation contractor in accordance with the established standards and guidelines. This activity should be conducted in accordance to the protocols of the New York City Department of Health "Guidelines on Assessment and Remediation of Fungi in Indoor Environments," EPA's "Mold Remediation in Schools and Commercial Buildings," the American Industrial Hygiene Association (AIHA), the American Conference of Governmental Industrial Hygienists (ACGIH's) Bioaerosols, Assessment and

Control; Institute of Inspection Cleaning and Restoration Certification (IICRC) “Standard and Reference Guide for Professional Mold Remediation S520”; and industry practices.

If you should have any questions regarding this report, please contact our office.

Sincerely,



Willie Y. Chase
Project Manager, Consulting Services

TABLE I
ASBESTOS-BULK SAMPLE RESULTS
RED DOOR COUNTRY STORE
16400 LAYHILL ROAD
SANDY SPRING, MARYLAND
OCTOBER 14, 2005
AMA JOB #05335

SAMPLE NUMBER	MATERIAL SAMPLED	LOCATION	RESULT (% ASBESTOS)
05355101401	12"x12" Tan with pink specks floor tile	Store	No Asbestos Detected
05355101402	12"x12" Tan with pink specks floor tile	Store	No Asbestos Detected
05355101403	Yellow floor tile mastic	Store	No Asbestos Detected
05355101404	Yellow floor tile mastic	Store	No Asbestos Detected
05355101405	Drywall	Store	No Asbestos Detected
05355101406	Drywall	Store	No Asbestos Detected
05355101407	Drywall	Store	No Asbestos Detected
05355101408	Leveling compound	Store	No Asbestos Detected
05355101409	Leveling compound	Store	No Asbestos Detected
05355101410	Yellow baseboard mastic	Store	No Asbestos Detected
05355101411	Yellow baseboard mastic	Store	No Asbestos Detected
05355101412	Multi-colored linoleum sheeting	North East (NE) Storage room	No Asbestos Detected
05355101413	Multi-colored linoleum sheeting	NE Storage room	No Asbestos Detected
05355101414	9"x9" Gray floor tile	NE Storage room	3% Chrysotile
05355101415	9"x9" Gray floor tile	NE Storage room	5% Chrysotile
05355101416	*Black floor tile mastic assoc. w/ 9"x9" floor tile	NE Storage room	No Asbestos Detected
05355101417	*Black floor tile mastic assoc. w/ 9"x9" floor tile	NE Storage room	No Asbestos Detected
05355101418	Brick pattern linoleum sheeting	North West (NW) Storage room	10% Chrysotile
05355101419	Brick pattern linoleum sheeting	NW Storage room	5% Chrysotile
05355101420	9"x9" Red/Yellow checkered pattern floor tile	NW Storage room	3% Chrysotile
05355101421	9"x9" Red/Yellow checkered pattern floor tile	NW Storage room	5% Chrysotile
05355101422	Wall board mastic	NW Storage room	No Asbestos Detected
05355101423	Wall board mastic	NW Storage room	No Asbestos Detected
05355101424	Wall board	NW Storage room	No Asbestos Detected
05355101425	9"x9" Yellow floor tile	Stair landing	4% Chrysotile
05355101426	9"x9" Yellow floor tile	Stair landing	2% Chrysotile
05355101427	Textured ceiling plaster	NE bedroom, 2 nd floor	No Asbestos Detected
05355101428	Textured ceiling plaster	NE bedroom, 2 nd floor	No Asbestos Detected
05355101429	Textured ceiling plaster	2 nd Floor bathroom	No Asbestos Detected
05355101430	12"x12" White vinyl floor tile	2 nd Floor bathroom	No Asbestos Detected
05355101431	12"x12" White vinyl floor tile	NE bedroom, 2 nd floor	No Asbestos Detected
05355101432	Plaster	NE bedroom, 2 nd floor	No Asbestos Detected
05355101433	Plaster	South East (SE) bedroom, 2 nd floor	No Asbestos Detected
05355101434	Plaster	SE bedroom, 2 nd floor	No Asbestos Detected
05355101435	Plaster	Attic stairway	No Asbestos Detected
05355101436	Plaster	Main stairway	No Asbestos Detected

TABLE I
ASBESTOS-BULK SAMPLE RESULTS
RED DOOR COUNTRY STORE
16400 LAYHILL ROAD
SANDY SPRING, MARYLAND
OCTOBER 14, 2005
AMA JOB #05335

SAMPLE NUMBER	MATERIAL SAMPLED	LOCATION	RESULT (% ASBESTOS)
05355101437	Plaster	NE storage room	No Asbestos Detected
05355101438	Plaster	NE storage room	No Asbestos Detected
05355101439	Plaster	Lower level storage room	No Asbestos Detected
05355101440	White exterior window glazing	Exterior of House	No Asbestos Detected
05355101441	White exterior window glazing	Exterior of House	No Asbestos Detected
05355101442	White exterior window glazing	Exterior of House	No Asbestos Detected
05355101443	White exterior window caulking	Exterior of House	No Asbestos Detected
05355101444	White exterior window caulking	Exterior of House	No Asbestos Detected
05355101445	Drywall	Store	No Asbestos Detected
05355101446	Drywall	Lower level Storage room	No Asbestos Detected
05355101447	Drywall mud	Lower level Storage room	No Asbestos Detected
05355101448	Drywall mud	Store	No Asbestos Detected
05355101449	Drywall mud	Store	No Asbestos Detected

*Considered contaminated by the asbestos-containing floor tile

TABLE II
ASBESTOS-CONTAINING MATERIALS & LOCATIONS
RED DOOR COUNTRY STORE
16400 LAYHILL ROAD
SANDY SPRING, MARYLAND
OCTOBER 14, 2005
AMA JOB #05335

LOCATION	MATERIAL	APPROXIMATE QUANTITY
1 st Floor - North East Storage Rom	9"x9" Gray floor tile	225 sq. ft.
1 st Floor - North West Storage Rom	Brick pattern linoleum sheeting	10 sq. ft.
	9"x9" Red/Yellow checkered pattern floor tile	170 sq. ft.
Stair landing	9"x9" Yellow floor tile	30 sq. ft.

*Floor tile mastics, carpet/carpet mastic and linoleums/linoleum mastics over top or under the 9"x9" floor tile are considered contaminated by the asbestos-containing floor tile.

**TABLE III – SUSPECT ACM ROOM INVENTORY TABLE
RED DOOR COUNTRY STORE
SANDY SPRINGS, MARYLAND
OCTOBER 15, 2005
AMA JOB #05355**

Material Description	Location	Sample Number	Analysis Result	Estimated Quantity	Units	Friability / Condition / Comments
1st Floor						
Area 01 - Store						
12"x12" Tan w/ pink specks floor tile	NE part of the store	05355101401	No Asbestos Detected (NAD)	680	SF	
Yellow floor tile mastic assoc. w/ 12"x12" Tan floor tile	NE part of the store	05355101403	NAD	680	SF	
Drywall & mud	Throughout	05355101405-07, 45-49	NAD	1,140	SF	
Yellow baseboard mastic	Throughout	05355101410,11	NAD	114	SF	
Leveling compound	Throughout	05355101408 & 09	NAD	900	SF	
Area 02 - Lower Level Storage						
Drywall & mud	Ceiling & part of E. wall	05355101405-07, 45-49	NAD	315	SF	
Leveling compound	Throughout	05355101408 & 09	NAD	210	SF	
Plaster	N, E & W walls	05355101432-39	NAD	440	SF	
Area 03 - North East Storage Room						
Plaster	All walls & ceiling	05355101432-39	NAD	600	SF	
9"x9" Gray floor tile	Throughout	05355101414 & 15	3%-5% Chrysotile	225	SF	Under multi-colored linoleum sheeting.
Black floor tile mastic assoc. w/ 9"x9" Gray floor tile	Throughout	05355101416 & 17	NAD	225	SF	*Considered contaminated by the asbestos-containing floor tile
Multi-colored linoleum sheeting	Throughout	05355101412 & 13	NAD	200	SF	*Considered contaminated by the asbestos-containing floor tile
Area 04 - North West Storage Room						
9"x9" Yellow/Red checkered pattern floor tile	Throughout	05355101420 & 21	3%-5% Chrysotile	170	SF	

Table III - 1

**TABLE III – SUSPECT ACM ROOM INVENTORY TABLE
RED DOOR COUNTRY STORE
SANDY SPRINGS, MARYLAND
OCTOBER 15, 2005
AMA JOB #05355**

Material Description	Location	Sample Number	Analysis Result	Estimated Quantity	Units	Friability / Condition / Comments
Black floor tile mastic assoc. w/ 9"x9" Yellow/Red floor tile	Throughout	05355101416 &17	NAD	180	SF	*Considered contaminated by the asbestos-containing floor tile
Wallboard & wallboard mastic	Throughout	05355101422, 23 & 24	NAD	10	SF	
Brick patterned linoleum sheeting	West wall	05355101418 &19	5%-10% Chrysotile	520	SF	
Plaster	All walls & ceiling	05355101432-39	NAD	170	SF	
Area 05 - Back Storage Area						*former porch area
Drywall & mud	Ceiling & S. wall	05355101405-07, 45-49	NAD	60	SF	
Area 06 - Stairs & Stair Landing						
9"x9" Yellow floor tile	Throughout	05355101425 & 26	2%-4% Chrysotile	30	SF	Under carpeting with black mastic considered contaminated by the asbestos-containing floor tile
Black floor tile mastic assoc. w/ 9"x9 floor tile	Throughout	05355101416 &17	NAD	30	SF	*Considered contaminated by the asbestos-containing floor tile
Plaster	All walls & ceiling	05355101432-39	NAD	600	SF	
Area 07 - South East Storage Room						
Plaster	All walls & ceiling	05355101432-39	NAD	720	SF	
2nd floor						
Area 08 - South East Bedroom						
Plaster	All walls & ceiling	05355101432-39	NAD	900	SF	
Area 09 - North East Bedroom						
Smooth plaster	All walls	05355101432-39	NAD	640	SF	
Textured plaster	Ceiling	05355101427, 28 & 29	NAD	256	SF	
Area 10 - North East Bathroom						
Textured plaster	Ceiling	05355101427, 28 & 29	NAD	63	SF	
Smooth plaster	All walls	05355101432-39	NAD	320	SF	

Table III - 2

**TABLE III – SUSPECT ACM ROOM INVENTORY TABLE
 RED DOOR COUNTRY STORE
 SANDY SPRINGS, MARYLAND
 OCTOBER 15, 2005
 AMA JOB #05355**

Material Description	Location	Sample Number	Analysis Result	Estimated Quantity	Units	Availability/Condition/Comments
12"x12"White vinyl floor tile & assoc. floor tile mastic	Throughout	05355101430 & 31	NAD	63	SF	
Area 11 - North East Bedroom						
Plaster	All walls & ceiling	05355101432-39	NAD	150	SF	
Area 12 - Attic Stairwell						
Plaster	All walls	05355101432-39	NAD	30	SF	
Area 13 - Attic						
No Suspect ACM's	N/A	N/A	N/A	N/A	N/A	
Area 14 - Exterior						
Window glazing/caulking	Throughout exterior	05355101440-44	NAD	15 @ 3x5 / 3 @ 2x4 / 3 @ 1x2		
Area 15 - Crawl Space						
No Suspect ACM's	N/A	N/A	N/A	N/A	N/A	

Table III - 3

TABLE IV
POSITIVE LEAD BASE PAINT RESULTS
RED DOOR COUNTRY STORE
16400 LAYHILL ROAD
SANDY SPRING, MARYLAND
OCTOBER 14, 2005
AMA JOB #05335

SAMPLE #	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	RESULT (mg/cm ²) ¹
008	1 st Floor – Store	White	Ceiling	Wood	Intact	0.8
011	1 st Floor – Store	Red	Door Jamb	Wood	Intact	0.8
021	1 st Floor – Lower Level Storage Room	Brown	Door Jamb	Wood	Intact	1.4
024	Porch	Pink	Wall-1	Wood	Not Intact	3.3
025	Porch	Gray	Wall-2	Wood	Not Intact	5.0
026	Porch	Pink	Door Casing	Wood	Not Intact	2.8
027	Porch	Pink	Door Jamb	Wood	Not Intact	4.2
028	Porch	Green	Door	Wood	Not Intact	>9.9
029	Porch	Gray	Wall-4	Wood	Intact	1.9
030	Porch	Gray	Door Casing	Wood	Intact	3.3
031	Porch	Gray	Door Jamb	Wood	Intact	2.7
033	1 st Floor – NW Storage Room	Green	Stairwell Door	Wood	Intact	2.4
034	1 st Floor – NW Storage Room	Green	Door Casing	Wood	Intact	2.9
035	1 st Floor – NW Storage Room	Green	Door Jamb	Wood	Not Intact	2.8
036	1 st Floor – NW Storage Room	Green/Tan	Pipe	Metal	Not Intact	1.0
042	1 st Floor – NE Storage Room	Tan	Door Casing	Wood	Not Intact	0.8
045	1 st Floor – NE Storage Room	Tan	Window Sill	Wood	Intact	1.0
046	1 st Floor – NE Storage Room	White	Door Casing	Wood	Intact	0.8
047	1 st Floor – NE Storage Room	Brown	Door Jamb	Wood	Intact	1.2
051	Stairwell & Landing	Brown	Door Casing	Wood	Intact	1.4
052	Stairwell & Landing	Brown	Door Casing	Wood	Intact	0.8
053	Stairwell & Landing	Brown	Window Casing	Wood	Intact	0.8
057	Stairwell & Landing	White	Stair Riser	Wood	Intact	6.6
074	2 nd Floor NE Bathroom	White	Window Casing	Wood	Intact	1.3
075	2 nd Floor NE Bathroom	White	Window Sill	Wood	Intact	1.2
076	2 nd Floor NE Bathroom	White	Window Sash	Wood	Intact	1.6
078	2 nd Floor NE Bathroom	White	Door Casing	Wood	Intact	1.9
079	2 nd Floor NE Bathroom	White	Door Jamb	Wood	Intact	1.7
081	2 nd Floor NE Bathroom	White	Baseboard	Wood	Intact	1.9
084	2 nd Floor NW Stairwell	Green	Wall-2	Plaster	Not Intact	1.3
085	2 nd Floor NW Stairwell	Green	Hand Railing	Wood	Intact	0.8
086	2 nd Floor NW Stairwell	Green	Door	Wood	Not Intact	2.0
087	2 nd Floor NW Stairwell	Green	Tub	Metal	Intact	>9.9
103	Exterior	White	Wall - 1	Wood	Not Intact	7.9
104	Exterior	White	Shutter	Wood	Not Intact	4.5
106	Exterior	White	Ext. Door Jamb	Wood	Intact	6.0
109	Exterior	White	Ext. Porch Door	Wood	Not Intact	5.4
113	Exterior	White	Wall - 3	Wood	Not Intact	0.8
114	Exterior	White	Skirt Board	Wood	Intact	6.3
117	Exterior	Green	Ext. Door	Wood	Not Intact	4.7
118	Exterior	Red	Ext. Door	Wood	Intact	0.8
119	Exterior	White	Wall - 3	Wood	Not Intact	4.6

¹ milligrams per square centimeter (mg/cm²)

TABLE IV
POSITIVE LEAD BASE PAINT RESULTS
RED DOOR COUNTRY STORE
16400 LAYHILL ROAD
SANDY SPRING, MARYLAND
OCTOBER 14, 2005
AMA JOB #05335

SAMPLE #	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	RESULT (mg/cm²)¹
121	Exterior	Red	Ext. Window Sash	Wood	Not Intact	>9.9
122	Exterior	White	Wall - 4	Wood	Intact	5.1
123	Exterior	Red	Corner Board	Wood	Intact	2.0
124	Exterior	Red	Ext. Window Casing	Wood	Intact	2.6
128	Exterior	Gray	Door Step	Wood	Intact	2.4
129	Exterior	Red	Soffit	Wood	Intact	2.1
130	Exterior	Blue	Ceiling Boarding	Wood	Not Intact	4.0
134	Exterior	Red	Pipe	Metal	Intact	3.4
136	Exterior	Red	Ext. Door Casing	Wood	Not Intact	8.5
137	Exterior	Red	Red Sign Post	Metal	Not Intact	2.7

¹ milligrams per square centimeter (mg/cm²)

JOB NAME: RED DOOR STORE

ADDRESS: 16400 LAYHILL RD
SANDY SPRINGS, MD

RMD LPA-1
FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)
001	PRE-CALIBRATION							001 0.9
002								002 0.8
003								003 0.8
004	1st FLOOR - STORE	W1-MC	W	W	S	INTACT		004 0.0
005		W2	↓	↓	↓	↓		005 -0.1
006		W3	↓	↓	↓	↓		006 0.0
007		CE 1-4	↓	CE	↓	↓		007 -0.2
008		CE 2-3	↓	↓	W	↓	"+"	008 0.8
009		W2-BC	W	BB	↓	INTACT		009 -0.1
010		W1-UR	↓	DC	↓	↓		010 0.0
011		W1-MC	R	DJ	↓	↓	"+"	011 0.8
012		W1-UR	↓	D	↓	↓		012 0.2
013	1st FLOOR - LOWER LEVEL STORAGE	W2-MC	W	W	P	↓		013 -0.2
014		W3-UC	↓	↓	↓	↓		014 0.0
015		W4-MC	↓	↓	↓	↓		015 0.1
016		CE 1-4	↓	CE	S	↓		016 0.0
017		W4-UC	↓	D	W	↓		017 -0.2
018		W4-MC	↓	DJ	↓	↓		018 0.1
019		W3-BL	↓	BB	↓	↓		019 0.4
020		W3-UL	↓	DC	↓	↓		020 0.4

JOB# 05355
1329

DATE: 10-14-05

JOB NAME: Red Door Store

ADDRESS: 16400 Layhill Rd, Sandy Springs MD

RMD LPA-1
FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)	
021	LOWER LEVEL STORAGE Gmt. . .	W3-MC	BR	DJ	W	INTACT	" + "	021 1.4	
022		W2-MC	W	DC	W	↓		022 0.5	
023		W2-UC	↓	DJ	↓	INTACT		023 0.5	
024	PORCH	W1-UC	Pink	W	W	NOT INTACT	" + "	024 3.3	
025		W2-MC	GR	W	W	↓	" + "	025 5.0	
026		W3-UC	Pink	DC	W	↓	" + "	026 2.8	
027		W3-MC	↓	DJ	↓	NOT INTACT	" + "	027 4.2	
028		W3-UC	G	D	↓	↓	" + "	028 >9.9	
029		W4-UR	GR	W	W	INTACT	" + "	029 1.9	
030		W3-UC	↓	DC	W	↓	" + "	030 3.3	
031		W3-UR	GR	DJ	↓	↓	" + "	031 2.7	
032		NW STORAGE - 1st FLOOR	W1-MC	G	W	P	NOT INTACT		032 0.1
033			W3-MR	G	W	W	INTACT	" + "	033 2.4
034	W3-BR		G	STAIRWELL DOOR	W	↓	" + "	034 2.9	
035	W4-UC		G/T	DC	↓	NOT INTACT	* POOR CONDITION	035 2.8	
036	W4-MR		↓	DJ	↓	↓	" + "	036 1.0	
037	W4-UR		G	PIPE	M	FAIR		037 0.4	
038	W4-UR		Y	W	T	NOT INTACT		038 0.4	
039	NE STORAGE ROOM - 1st FLOOR	W1-MC	T	W	↓	INTACT		039 -0.1	
040		W2-UR	↓	↓	↓	↓		040 0.0	

JOB# 05355

DATE: 10-14-05

PAGE 2 OF 1

JOB NAME: RED DOOR STORE
 ADDRESS: 16400 LAYHILL RD
STANDY SPRING, MD

RMD LPA-1
 FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)
041	NE STORAGE ROOM - 1ST FLOOR	W3-UC	T	W	P	INTACT		041 0.1
042		W2-MC	↓	DC	W	NOT INTACT	"f"	042 0.8
043		W1-UC	T	DC	↓	INTACT		043 0.2
044		CE1-2	T	CE	P	↓		044 0.1
045		W4-BR	T	WS	W	NOT INTACT	"f" - WC & NOSH NOT ACCESSIBLE	045 1.0
046		W1-UC	W	DC	W	INTACT	"f"	046 0.8
047		W1-MC	BR	DJ	↓	↓	"f"	047 1.2
048	STAIR WELL / STAIR WELL LANDING - 1ST FL	W1-UC	W	W	P	INTACT	- MAIN STAIR WELL	048 0.0
049		W2-MC	↓	↓	↓	↓		049 0.0
050		W3-WR	↓	↓	↓	↓		050 0.1
051		W1-WR	BR	DE	W	INTACT	"f"	051 1.4
052		W4-MC	↓	DC	↓	↓	"f"	052 0.8
053		W4-WR	↓	WC	↓	↓	"f"	053 0.8
054		W1-BR	BR	SR	W	INTACT		054 0.4
055		W3-MC	↓	DC	↓	↓	- 2ND FLOOR LANDING	055 0.5
056		W3-UC	↓	DJ	↓	↓		056 0.5
057		W3-MC	W	D	W	INTACT	"f"	057 6.6
058	W1-MC	↓	↓	↓	↓		058 0.2	
059	NE BED ROOM - 2ND FLOOR	W1-MC	W	W	P	INTACT		059 0.0
060		W2-UC	↓	↓	↓	↓		060 0.1

JOB# 05355

DATE: 10-14-05

PAGE 3 OF 7

JOB NAME: RED DOOR SMOKE
 ADDRESS: 16400 Layhill RD

RMD LPA-1
 FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)
061	NE Bedroom - 2nd Floor	W3-MC	W	W	P	INTACT		061 -0.1
062		W2-UC	↓	D	W	↓	CLOSET DOOR	062 0.0
063		W2-UR	↓	WSC	↓	↓		063 0.3
064		W2-UR	W	D	W	INTACT	BATHROOM DOOR	064 0.0
065		W2-MC	↓	DC	↓	↓		065 -0.1
066		W4-MC	↓	WC	↓	↓		066 0.2
067		W4-BR	W	WS	W	INTACT		067 0.4
068		W4-MC	BR	WSH	W	↓		068 0.2
069		W4-BL	W	BB	↓	INTACT		069 0.1
070	Attic	W1-MC	↓	D	W	↓		070 0.2
071	↓	W1-BR	↓	STAIR STEP	↓	INTACT		071 0.0
072	NE Bedroom-Bathroom-2nd Fl	W1-UR	W	W	P	↓		072 0.0
073		W2-MC	↓	↓	↓	↓		073 0.0
074		W1-MR	W	WC	W	INTACT	"f"	074 1.3
075		W1-BR	↓	WS	↓	↓	"f"	075 1.2
076		W1-MC	W	WSH	W	INTACT	"f"	076 1.6
077		W3-MC	↓	D	↓	↓		077 0.0
078		W4-MC	W	DC	W	INTACT	"f"	078 1.9
079		W4-MC	↓	DS	↓	↓	"f"	079 1.7
080		CE T2	W	CE	P	↓		080 0.2

JOB# 05355

DATE: 10-14-05

PAGE 4 OF 7

JOB NAME: Red Door Store
 ADDRESS: 16400 Lag Hill Rd
Sandy Springs, MD

RMD LPA-1
 FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm ²)
081	NE Bedroom - Bathroom	W4-BR	W	BB	W	INTACT	"f"	081 1.9
082	NW Stairwell - 2nd Fl	W4-MC	G	W	P	NOT INTACT	- ACCESS THROUGH B ^{NE} ATHROOM - 2ND FL	082 0.2
083		W3-UC	↓	W	↓	↓		083 0.1
084		W2-MC	↓	W	W	↓	"f"	084 1.3
085		FL 1-2	G	RA	W	INTACT	"f"	085 0.8
086		W2-MC	↓	D	↓	NOT INTACT	f	086 2.0
087		FL 1-2	G	TUB	M	INTACT	"f" (IN BATHROOM)	087 >9.9
088	SE Bedroom - 2nd Fl	W1-MC	W	W	P	INTACT		088 0.1
089		W2-UC	↓	↓	↓	↓		089 0.2
090		W3-MR	↓	↓	↓	↓		090 0.1
091		CE 1-2	↓	CE	↓	↓		091 0.0
092		W1-MC	BR	DC	W	INTACT		092 0.1
093		W1-UR	↓	DJ	↓	↓		093 0.2
094		W1-MC	BR	D	W	INTACT		094 0.4
095		W2-UR	W	WSC	W	↓		095 0.0
096		W2-MR	BR	WC	↓	↓		096 0.4
097		W2-BC	BR	WS	W	NOT INTACT		097 0.0
098		W2-MC	↓	WSH	↓	↓		098 0.3
099		W4-MC	BR	WC	W	INTACT		099 0.4
100		W4-BL	W	BB	W	↓		100 0.2

JOB# 05355

DATE: 10-19-05

PAGE 5 OF 7

JOB NAME: Red Door Store
 ADDRESS: 1660 Lay Hill Rd
Sandy Spring, MD

RMD LPA-1
 FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)
101	SE BEDROOM	Cont...	W3-BR	W	SHOE MOLDING	W	INTACT	101 0.2
102			W1-MC	BR	KICK PLATE	↓	↓	102 0.3
103	EXTERIOR		W1-MC	W	W	W	NOT INTACT "f"	103 7.9
104			W1-UC	↓	SH	↓	↓ "f"	104 4.5
105			W1-UR	R	EXTD	W	INTACT	105 0.5
106			W1-MC	W	EXTDJ	↓	↓ "f"	106 6.0
107			CE 1-2	↓	CE	↓	NOT INTACT	107 0.1
108			FL 1-2	R	POSH POST	W	INTACT	108 0.0
109			W3-MC	W	POSH DOOR	W	NOT INTACT "f"	109 5.4
110			W1-BC	R	CORNER BOARD	B	↓	110 0.2
111			W2-UC	W	W	W	INTACT	111 0.1
112			W2-BR	W	W	WB	NOT INTACT	112 0.0
113			W3-UR	W	W	W	↓ "f"	113 0.8
114			W3-MC	W	SKIRT BOARD	↓	INTACT "f"	114 6.3
115			W3-BR	R	W	B	↓	115 0.1
116			W3-BR	R	W	B	INTACT	116 0.3
117			W1-MC	G	EXT D	W	NOT INTACT "f" W. SIDE of BLDG	117 4.7
118			W1-BR	R	EXT D	W	INTACT "f" ↓ SCREEN DOOR	118 0.8
119			W3-MC	W	W	W	NOT INTACT "f"	119 4.0
120			W3-UR	R	WC	↓	NOT INTACT N. SIDE of BLDG	120 0.4

JOB# 05355

DATE: 10-14-05

PAGE 6 OF 7

JOB NAME: Red Door Store
 ADDRESS: 16400 Lay Hill Rd
Sandy Spring MD

RMD LPA-1
 FIELD FORM

TEST	ROOM	LOCATION	COLOR	COMPONENT	SUBSTRATE	CONDITION	COMMENTS	TEST NO./RESULT(mg/cm2)
121	EXTERIOR CONTINUE...	W3-MC	R	EXT W/SH	W	NOT INTACT	"+" "	121 >9.9
122		W4-MC	W	W	↓	INTACT	"+" " E. SIDE	122 5.1
123		W4-UC	R	CORNER BOARD	↓	↓	"+" "	123 2.0
124		W4-MC	R	EXT WC	W	INTACT	"+" "	124 2.6
125		W4-UR	R	EXT D	W	↓		125 0.2
126		W4-UC	R	EXT D	M	↓		126 0.2
127		FL 1-4	GR	FL	W	NOT INTACT		127 0.0
128		W4-BR	↓	DOOR STEP	W	INTACT	"+" "	128 2.4
129		W4-UC	R	JO	↓	↓	"+" "	129 2.1
130		CE 1-4	B	CE	↓	NOT INTACT	"+" "	130 4.0
131		W4-MC	W	SUPPORT BRIM	↓	INTACT		131 0.0
132		W4-MC	W	R	W	↓		132 0.0
133		W4-MC	↓	PORCH PICKET	W	INTACT		133 0.0
134		W4-MC	R	BOXER BOND	↓	↓	"+" "	134 3.4
135		W4-MC	W	PIPE	M	INTACT	"+" "	135 0.3
136		W4-MC	R	EXT DC	W	NOT INTACT	"+" "	136 8.5
137		FL 1-2	R	POLE	M	↓	"+" " RED POLE HOLDING BIDA SIGN	137 2.7
138	POST CALIBRATION							138 1.0
139								139 0.9
140								140 1.0

JOB# 05335

DATE: 10-14-05

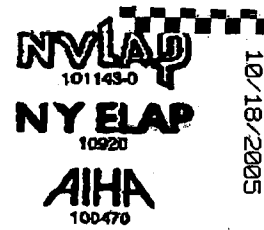
PAGE 7 OF 7

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Client:	Aerosol Monitoring & Analysis, Inc	Job Name:	Red Door Store	Chain Of Custody:	140393
Address:	PO Box 646, 1331 Ashton Road Hanover, Maryland 21076	Job Location:	16400 Layhill Road; Sandy Springs, MD	Date Analyzed:	10/18/2005
Attention:	Willie Chase	Job Number:	05355	Person Submitting:	Willie Chase
		P.O. Number:	Not Provided		

Page 1 of 4

Summary of Polarized Light Microscopy

AMA Sample Number	Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Color	Homogeneity	Analyst ID	Comments
0602994	053551014 01	NAD	-	-	-	-	-	-	-	-	-	100	Beige	Homogeneous	CK	
0602995	053551014 02	NAD	-	-	-	-	-	-	-	-	-	100	Beige	Homogeneous	CK	
0602996	053551014 03	NAD	-	-	-	-	-	-	TR	-	-	100	Yellow	Homogeneous	CK	
0602997	053551014 04	NAD	-	-	-	-	-	-	TR	-	-	100	Yellow	Homogeneous	CK	
0602998	053551014 05	NAD	-	-	-	-	-	-	5	-	-	95	Off-White	Homogeneous	CK	
0602999	053551014 06	NAD	-	-	-	-	-	-	10	-	-	90	Off-White	Homogeneous	CK	
0603000	053551014 07	NAD	-	-	-	-	-	-	5	-	-	95	Off-White	Homogeneous	CK	
0603001	053551014 08	NAD	-	-	-	-	-	-	-	-	-	100	Gray	Homogeneous	CK	
0603002	053551014 09	NAD	-	-	-	-	-	-	TR	-	-	100	Gray	Homogeneous	CK	
0603003	053551014 10	NAD	-	-	-	-	-	-	-	-	-	100	Beige	Homogeneous	CK	
0603004	053551014 11	NAD	-	-	-	-	-	-	TR	-	-	100	Beige	Homogeneous	CK	
0603005	053551014 12	NAD	-	-	-	-	-	-	13	-	2	85	Brown	Homogeneous	CK	
0603006	053551014 13	NAD	-	-	-	-	-	-	10	-	TR	90	Brown	Homogeneous	CK	
0603007	053551014 14	3	3	-	-	-	-	-	-	-	-	97	Gray	Homogeneous	CK	
0603008	053551014 15	5	5	-	-	-	-	-	-	-	-	95	Gray	Homogeneous	CK	
0603009	053551014 16	NAD	-	-	-	-	-	-	3	-	-	97	Black	Homogeneous	CK	
0603010	053551014 17	NAD	-	-	-	-	-	-	-	-	-	100	Black	Homogeneous	CK	

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

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AEROSOL MONITORING & ANALYSIS → 14106843384

NO.007

P01

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Client:	Aerosol Monitoring & Analysis, Inc	Job Name:	Red Door Store	Chain Of Custody:	140393
Address:	PO Box 646, 1331 Ashton Road Hanover, Maryland 21076	Job Location:	16400 Layhill Road; Sandy Springs, MD	Date Analyzed:	10/18/2005
		Job Number:	05355	Person Submitting:	Willie Chase
		P.O. Number:	Not Provided		
Attention:	Willie Chase				

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Summary of Polarized Light Microscopy

AMA Sample Number	Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Color	Homogeneity	Analyst ID	Comments
0603011	053551014 18	10	10	-	-	-	-	-	TR	-	-	90	Off-White	Homogeneous	CK	
0603012	053551014 19	5	5	-	-	-	-	-	TR	-	-	95	Off-White	Homogeneous	CK	
0603013	053551014 20	3	3	-	-	-	-	-	-	-	-	97	Yellow	Homogeneous	CK	
0603014	053551014 21	5	5	-	-	-	-	-	-	-	-	95	Red	Homogeneous	CK	
0603015	053551014 22	NAD	-	-	-	-	-	-	TR	-	-	100	Black	Homogeneous	CK	
0603016	053551014 23	NAD	-	-	-	-	-	-	TR	-	-	100	Black	Homogeneous	CK	
0603017	053551014 24	NAD	-	-	-	-	-	-	18	-	2	80	Brown	Homogeneous	CK	
0603018	053551014 25	4	4	-	-	-	-	-	-	-	-	96	Beige	Homogeneous	CK	
0603019	053551014 26	2	2	-	-	-	-	-	-	-	-	98	Gray	Homogeneous	CK	
0603020	053551014 27	NAD	-	-	-	-	-	-	-	-	-	1000	Off-White	Homogeneous	CK	
0603021	053551014 28	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603022	053551014 29	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603023	053551014 30	NAD	-	-	-	-	-	-	TR	-	-	100	Gray	Homogeneous	CK	
0603024	053551014 31	NAD	-	-	-	-	-	-	-	-	-	100	Gray	Homogeneous	CK	
0603025	053551014 32	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603026	053551014 33	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603027	053551014 34	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	

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P02

AMA Analytical Services, Inc.



A Specialized Environmental Laboratory

CERTIFICATE OF ANALYSIS



Client:	Aerosol Monitoring & Analysis, Inc	Job Name:	Red Door Store	Chain Of Custody:	140393
Address:	PO Box 646, 1331 Ashton Road Hanover, Maryland 21076	Job Location:	16400 Layhill Road, Sandy Springs, MD	Date Analyzed:	10/18/2005
		Job Number:	05355	Person Submitting:	Willie Chase
		P.O. Number:	Not Provided		
Attention:	Willie Chase				

Page 3 of 4

Summary of Polarized Light Microscopy

AMA Sample Number	Client Sample #	Total Asbestos	Chrysotile Percent	Amosite Percent	Crocidolite Percent	Other Asbestos Percent	Mineral Wool Percent	Fiberglass Percent	Organic Percent	Synthetic Percent	Other Percent	Particulate Percent	Sample Color	Homogeneity	Analyst ID	Comments
0603028	053551014 35	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603029	053551014 36	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603030	053551014 37	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603031	053551014 38	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603032	053551014 39	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603033	053551014 40	NAD	-	-	-	-	-	-	TR	-	-	100	Beige	Homogeneous	CK	
0603034	053551014 41	NAD	-	-	-	-	-	-	-	-	-	100	Beige	Homogeneous	CK	
0603035	053551014 42	NAD	-	-	-	-	-	-	-	-	-	100	Beige	Homogeneous	CK	
0603036	053551014 43	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603037	053551014 44	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603038	053551014 45	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603039	053551014 46	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	
0603040	053551014 47	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603041	053551014 48	NAD	-	-	-	-	-	-	-	-	-	100	Off-White	Homogeneous	CK	
0603042	053551014 49	NAD	-	-	-	-	-	-	TR	-	-	100	Off-White	Homogeneous	CK	

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HEROSOL MONITORING & ANALYSIS → 14106843384

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003



CERTIFICATE OF ANALYSIS



Client:	Aerosol Monitoring & Analysis, Inc	Job Name:	Red Door Store	Chain Of Custody:	140393
Address:	PO Box 646, 1331 Ashton Road	Job Location:	16400 Layhill Road, Sandy Springs, MD	Date Analyzed:	10/18/2005
	Hanover, Maryland 21076	Job Number:	05355	Person Submitting:	Willie Chase
		P.O. Number:	Not Provided		
Attention:	Willie Chase				

Page 4 of 4

Summary of Polarized Light Microscopy

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

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

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

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

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


Crystal Kellam

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

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AEROSOL MONITORING & ANALYSIS → 14106843384

NO. 007

D04



Original Purchase Order

PURCHASE ORDER NO.
FX125626

CHANGE ORDER NO.
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The Maryland-National Capital Park and Planning Commission

Purchasing Division
6611 Kenilworth Avenue
Riverdale, Maryland 20737

SHOW THIS PURCHASE ORDER NUMBER ON ALL SHIPMENTS,
CORRESPONDENCE AND INVOICES

Date 10/03/2005

Page 1 of 2

Blanket Price Agreement: N/A

Payment Terms: Net 30

Shipping Terms: FOB Destination

Delivery Date: 10/31/2005

Charged To: Historic Renovations

Req No:

By:

Phone:

Vendor No: 169912 /001

V
E
N
D
O
R
AEROSOL MONITORING & ANALYSIS INC.
1331 ASHTON ROAD
HANOVER, MD 21076-0000

Phone No: (410)684-3327

S
H
I
P
T
O
M-NCPPC - MC - Property Management Admin
Michelle Grace
Property Management
9500 Brunett Avenue
Silver Spring MD 20901
Phone: (301) 495-2517

Questions concerning this order should be referred
to the buyer:
Phone:
MAIL ORIGINAL INVOICE TO:
M-NCPPC
Department of Finance
Accounts Payable
PO Box 1100
Riverdale, Maryland 20737

The purchase order number must be legibly written on the outside of
each box or carton delivered. Failure to do so will be just cause to
refuse the shipment. This order subject to the terms herein.

Item	Description	Quantity	UOM	Unit Price	Total Cost
1	92693 SPECIFICATION: Conduct Lead and Asbestos test per the estimate dated September 21, 2005, attached. Property Location and address: Red Door Country Store. 16410 Norwood Rd., Sandy Spring, MD 20860. Contractor to provide a written report detailing the results of the testing to the Commission. The Red Door Store is one of the Commission's historic properties and care should be taken when working at the property. Contractor shall call the Property Management Office at 301-495-2520 to schedule the work...3 days advance notice is required prior to starting work so that the tenant can be advised of the schedule. Charged To: 25 494412 3000 Historic Renovations	1	EA	2,300.00	2,300.00
Total					\$2,300.00

NOTE: The M-NCPPC is exempt from the following taxes:

1. State of Maryland Sales Tax by Certificate 3005531-4
2. District of Columbia Sales Tax by Exemption No. 9199-99147-01
3. Federal Excise Tax Exempt No. 52-76-0029K

Gwen Wright
Signature



Original Purchase Order

PURCHASE ORDER NO.
FX125626

CHANGE ORDER NO.
000000

The Maryland-National Capital Park and Planning Commission
Purchasing Division
6611 Kenilworth Avenue
Riverdale, Maryland 20737

SHOW THIS PURCHASE ORDER NUMBER ON ALL SHIPMENTS,
CORRESPONDENCE AND INVOICES

Date 10/03/2005

Page 2 of 2

Blanket Price Agreement: N/A

Terms:

This Field Purchase Order is not valid over \$5,000.00

1. Unless stated elsewhere in this purchase order, the policies and procedures established in the Commission's Purchasing Manual are hereby incorporated and made a part of this purchase order.
2. Seller is bound by this purchase order upon its receipt. If Seller responds to this order by offering different or additional terms and/or conditions, such alterations or additions are not binding on the Commission.
3. Seller shall comply with all applicable state, federal and local laws, rules and regulations.
4. All Maryland corporations contracting with the Commission must be properly formed in accordance with Section 2-102 of the Corporation and Associations Article of the Annotated Code of Maryland. Foreign corporations must be registered to do business in accordance with Section 7-202 of the Corporation and Associations Article of the Annotated Code of Maryland.
5. Seller expressly covenants that all goods and services supplied will conform with Commission's order, will be good and merchantable, fit and sufficient for the particular purpose intended and free from any defects, copyright, trademark, liens and patent infringements. Commission may inspect and reject nonconforming goods and may, at Commission's option, either return such rejected nonconforming goods at Seller's expense or hold them pending Seller's reasonable instructions.
6. Seller shall indemnify and save harmless the Commission from and against all actions, liability claims, damages or expenses of any kind which may be made against the Commission which the Commission must pay and incur resulting from injury, loss or damage to persons or property caused by the Seller's negligent performance or failure to perform any of its obligations under the terms of this purchase order.
7. The Commission may require the Seller to furnish a Certificate of Insurance indicating appropriate liability and workers' compensation coverage.
8. The obligation of the Seller to meet the delivery dates, specifications, and quantities, as set forth herein, is of the essence of this purchase order and the Commission may cancel this purchase order and Seller shall be responsible for any loss to or claim against the Commission arising out of Seller's failure to meet the same.
9. The Commission reserves the right to cancel all or part of this purchase order which has not been shipped by Seller, in the event the Commission's business is interrupted because of strikes, labor disturbances, lockouts, riot, fire, act of God, or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Buyer to control.
10. Seller agrees that it will not discriminate against any employee or applicant because of age, sex, race, creed, color, national origin, or physical handicap. Seller will take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their age, sex, race, creed, national origin or physical handicap. The Commission may require Seller to furnish a Certificate of EEO compliance.
11. Payment will be made within 30 days of a properly executed invoice and in accordance with the terms of this purchase order.
12. This purchase order shall be governed by the laws of the State of Maryland.
13. The Seller shall retain and maintain all books, accounting records and documents related to the supplies or services to be delivered or tendered under this purchase order, and shall make them available at all times for inspection and for compliance with the Commission's requirements, including the Commission's MFD policy.
14. The Seller represents that it is qualified to do business in the State of Maryland; that it is not in arrears with respect to the payment of any taxes and employee benefits, and that it will not become so in arrears during the term of this purchase order; and that it will procure, at its own costs, any and all licenses, permits insurance, bonds, and governmental approvals, if any, necessary to the performance of its obligations under this purchase order.

End of Purchase Order

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

PURCHASE REQUISITION

DATE: 9/23/05 DATE REQUIRED: 9/27/05

NO. 122064

TO BE USED AT: RED DOOR STORE

P.O. NO.

TO BE USED FOR: LEAD & ASBESTOS TEST

SHIP VIA: best way

BUDGET ACCT. NO.
494412

PAY TO VENDOR IF DIFFERENT THAN ORDER FROM VENDOR VENDOR NO.
RECOMMENDED SUPPLIER(S): VENDOR NO.

SHIP TO: Michelle Grace -
MNCPPG 9500 Brunett Ave.
Silver Springs, MD 20901

NAME Aerosol Monitoring - Analysis
STREET 1331 Ashton Rd.
CITY Hanover STATE MD ZIP 21076

F.O.B. destination
inside

ATTN: Michelle Grace PHONE NUMBER 301-495-2467

ATTN: Gary Urban PHONE NO. 410-684-3327

TERMS: N/30

Item No.	Quantity	Unit Meas	Description, List Size, Cat. #, Serial #, Etc.	Unit Price	Total
1	1		test conduct lead: asbestos test of the property: "Red Door Store" 16410 Norwood Rd. Sandy Spring, MD 20860 per estimate dated 9/21/05 (\$2,190-) Not to exceed: →		\$2,300-
			provide written detailed reports of test results		

Originator: Michelle Grace
Type or Print Name: Michelle Grace
Phone No.: 301-495-2467

Originator Signature:

Approved By: Haven Wright

Other: _____

Account Number Verified By: _____

Budget Authorization - Capital Outlay: _____

Purchasing Div. By: _____

Originator's Location: Property Mgmt / Parkside Hldgs.

REC'D. BY PURCHASING DIV.

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

PURCHASE REQUISITION

DATE: 9/23/05 DATE REQUIRED: 9/27/05
 NO. 122064
 TO BE USED AT: RED DOOR STORE
 P.O. NO.
 TO BE USED FOR: LEAD & ASBESTOS TEST
 SHIP VIA: best way
 BUDGET ACCT. NO. 494412
 PAY TO VENDOR IF DIFFERENT THAN ORDER FROM VENDOR
 VENDOR NO.
 RECOMMENDED SUPPLIER(S):
 VENDOR NO.
 SHIP TO: Michelle Grace - NAME Aerosol Monitoring - Analysis F.O.B. destination
MNCPPC - 9500 Brunett Ave. STREET 1331 Ashton Rd. inside
Silver Spring, MD 20901 CITY Hanover STATE MD ZIP 21076
 ATTN: Michelle Grace PHONE NUMBER 301-495-2467 ATTN: Gary Urban PHONE NO. 410-684-3327 TERMS: n/30

Item No.	Quantity	Unit Meas	Description, List Size, Cat. #, Serial #, Etc.	Unit Price	Total
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			per estimate dated 9/21/05 (\$2,190-)		
			Not to exceed:		
			→		\$2,300-
			provide written detailed reports of test results		

Originator: Michelle Grace Phone No. 301-495-2467
 Type or Print Name
 Originator's Location: Property Mgmt / Parkside Hdgts.
 Signature: [Signature]
 Approved By: Gwen Wright
 Other:
 Account Number Verified By:
 Budget Authorization - Capital Outlay:
 Purchasing Div. By:
 REC'D. BY PURCHASING DIV.



Aerosol Monitoring & Analysis, Inc.

Environmental Consultants

September 21, 2005

Mr. Mike Dwyer, Property Manager
M-NCPPC-MC- Property Management Administration
6700 Needwood Road
Rockville, MD 20855

Re: Project pricing and scope of work for the asbestos containing materials (ACM) and lead based paint (LBP) survey of the Red Door Country Store located at 16400 Layhill Road, Sandy Springs, Maryland 20860

AMA Project #: 05355
Arl. Co. Contract #: 259-05

Dear Mr. Dwyer:

Per your request, Aerosol Monitoring & Analysis, Inc. (AMA) has generated the following project pricing and scope of work for the ACM, LBP survey to be performed at the above referenced property, which consists of approximately 2,200 ft² of retail space. AMA understands that the focus of this project is to identify and quantify any ACM, and LBP present at the site to accommodate the proposed remodeling activities. All access to the property is the responsibility of the Client. It is understood that the Client will provide available drawings of the building to aid in the execution of the work.

The following is a list of labor costs and sample rates based upon negotiated rates agreed to under AMA's Arlington County Contract #259-05. The following chart provides a breakout of the hourly rates for the disciplines to be used under this project.

Pricing Schedule

Description	Rate
Project Manager	\$85.00/hour
Inspector	\$60.00/hour
PLM Bulk Analysis (1 day turnaround)	\$15.00/sample
X-ray fluorescence (lead) 1 day/onsite	\$50.00/per day

The information on the following page is a brief scope of work to be performed and the amount of labor, samples, and equipment estimated to complete each task.

ACM/LBP Survey

AMA's EPA accredited, Asbestos/Lead Inspectors will collect bulk samples of suspect ACMs and conduct XRF testing throughout the accessible (interior and exterior) areas of the building. AMA anticipates collecting up to 40 bulk samples of suspect ACMs and conduct XRF testing over a period of 1 day. AMA will perform the bulk sampling for ACMs as stipulated in the Asbestos Hazard Emergency Response Act (AHERA). The samples will be analyzed at a certified laboratory by polarized light microscopy (PLM) following the Environmental Protection Agency (EPA) method 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials."

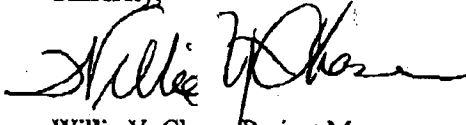
Upon completion of the on-site assessment and the receipt of the sample analysis, AMA will generate a report of the findings. The following is a not to exceed price breakdown for the on-site assessment, bulk sampling, sample analysis, and report generation. The project will be invoiced on a time and material basis.

Description	Rate	Cost
Project Manager	\$85.00/hour	\$340.00/4 hours
Inspector	\$60.00/hour	\$1,200/20 hours
X-ray fluorescence (lead)/day	\$50.00/day	\$50.00/1 days
PLM Bulk Analysis (1 day turnaround)	\$15.00/sample	\$600.00/40 samples

Total Estimated Project Cost \$2,190.00

If this proposal is acceptable to you, please contact our office with a notice to proceed and we can schedule a time to begin the work

Sincerely,



Willie Y. Chase, Project Manager
Consulting



Aerosol Monitoring & Analysis, Inc.

Environmental Consultants & Trainers

FAX COVER SHEET

To: Mike Dyer From: Willie Chan
Fax: 301-948-3471 Pages: (including this page) 3
Phone: 301-948-3460 Date: 9/27/05
Re: Proposal

Urgent For Review Please Comment Please Reply

• Comments:

Revised cost quote

You can now reach AMA employees at the following email addresses:

Consulting

Joe Coco: jcoco@amaconsulting.com
Gary Urban: garyu@amaconsulting.com
Willie Chase: wchase@amaconsulting.com
Mike Novak: mnovak@amaconsulting.com

Training

Rush Barnett: rbarnett@amatraining.com
Courtney Vaux: cvaux@amatraining.com

Administration

Tom Grover tgrover@amaconsulting.com
Charles "Chip" Ryan: cryan@amalab.com
Todd Woerner: twoerner@amaconsulting.com

Visit our web site at amaconsulting.com or amatraining.com

ENVIRONMENTAL • INDUSTRIAL HYGIENE • HEALTH & SAFETY
Asbestos - Lead Paint - Indoor Air Quality - Environmental Site Assessments - Training

1331 Ashton Road, Box 646 • Hanover, MD 21076-0646 • (410) 684-3327 • Fax (410) 684-3384

Wright, Gwen

From: Wright, Gwen
Sent: September 13, 2004 11:49 AM
To: Malone, Christopher
Cc: Mooney, William; Bush, Jerry; Palleschi, Carrye; Dwyer, Michael; Zyontz, Jeff; Rosenfeld, Michele
Subject: Red Door Store - Lease

This email is in response to the memo dated September 2, 2004.

The position of the Historic Preservation Section has been that the lease with the current tenant of the historic Holland Store (aka Red Door Store) should be ended as of April 30, 2005. Our reasons for suggesting this date are as follows:

- The store is very deteriorated and is in need of major interior and exterior renovation.
- There are limited MNCPPC funds available to undertake renovation - only enough to do limited exterior carpentry repairs and painting, not enough to do a full-blown renovation. (To that end, Mike Dwyer has been working with Mechelle Myers in Procurement to select a contractor to undertake exterior carpentry repairs. Mike and Mechelle developed a scope of work and solicited bids through the appropriate procurement procedures. A contractor has been tentatively selected, but no contract signed.)
- It has been our plan to put out a Request for Proposals this fall that would solicit proposals from tenants interested in entering into a public/private partnership with MNCPPC to fully renovate and then operate the store (at a reduced rent). **The existing tenant could certainly submit a proposal under this process.**
- The only way to move forward on a full renovation of the store any time in the near future is to initiate a public/private partnership. It is important to do this as soon as possible so that the deterioration of the store does not continue.

If, for any reason, the Commission decides to extend the lease beyond April 30, 2005, my strong recommendation is that the current tenant must 1.) be required to execute the exterior carpentry repairs and painting that MNCPPC was planning to do and complete the work by the end of calendar year 2005 (all work would need to be done to historic preservation standards); 2.) immediately remove all exterior signage that was installed illegally and without review through the Historic Area Work Permit process - this include the "BEER WINE DELI" sign with associated lattice support and all of the beer advertisements posted on the exterior walls; 3.) agree to have all future signage and exterior alterations reviewed and approved through the Historic Area Work Permit process, as required by law.

I will FAX the specifications for exterior carpentry repairs that were used to bid this project so that you can understand the full scope of that work.

If you decide to have a meeting on this topic, please let me know and I would be glad to attend.

Gwen Wright
Historic Preservation Supervisor
Montgomery County Department of Park and Planning
8787 Georgia Avenue
Silver Spring, MD 20910
(301) 563-3400
gwen.wright@mncppe-mc.org

cc: Jerry Bush, Enterprise Division
Carrye Palleschi, Enterprise Division
Gwen Wright, Historic Preservation Section
Michael Dwyer, Historic Preservation Section
Jeff Zyontz, Chief, Countywide Planning Division
Michele Rosenfeld, Associate General Counsel



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

TEL. (301) 495-2518 FAX. (301) 495-2565

**OFFICE OF
THE GENERAL COUNSEL**

CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION

September 2, 2004

To: Bill Mooney
Chief, Enterprise Division
H. Christopher Malone
From: H. Christopher Malone
Associate General Counsel

Subject: Red Door Store-Lease

Kindly find attached a letter dated August 31, 2004 from David Freishtat, attorney for Summit Constructions, Inc., the tenant occupying the Red Door Store, replying to my letter dated August 9, 2004. Mr. Freishtat requests that the Commission permit Summit Constructions to remain on the property until October 31, 2006. (Attachment).

In my letter to Mr. Freishtat dated August 9, 2004, I stated:

The legal position of the Commission is that: (1) the May 1998 lease is not valid, since Robert Smith did not have the authority to enter into the lease, and/or (2) the lease, if valid, expired on May 1, 2002, and/or (3) the lease, if valid, terminated on July 17, 2002 pursuant to paragraph 22. Accordingly, Summit Constructions, considered in the most favorable light, is no more than a tenant holding over.

In the event that Summit Constructions refuses to execute a lease with the Commission, the Commission intends to institute action to take possession of the property. Kindly call me if you have any questions.

All recipients of this memorandum are requested to provide any written comments to me no later than September 13, 2004. The question is, how long will the Commission permit Summit Constructions to occupy the property.

659396

Kindly notify me if you would like to have a meeting to discuss the Commission's response to Mr. Freishtat's letter

Attachment

cc: Jerry Bush, Enterprise Division
Carrye Palleschi, Enterprise Division
Gwen Wright, Historic Preservation Section
Michael Dwyer, Historic Preservation Section
Jeff Zyontz, Chief, Countywide Planning Division
Michele Rosenfeld, Associate General Counsel

c:realestate\red\door\mem

**SHULMAN
ROGERS
GANDAL
PORDY &
ECKER, P.A.**

Lawrence A. Shulman
Donald R. Rogers
Karl L. Ecker*
David A. Pordy*
David D. Freishtat
Martin P. Schaffer
Christopher C. Roberts
Jeffrey A. Shanc
Edward M. Hanson, Jr.
David M. Kochanski
James M. Kefauver
Robert B. Canter
Daniel S. Krakower
Kevin P. Kennedy
Alan B. Sternstein
Nancy P. Regelin

Samuel M. Spiritos*
Martin Levine
Worthington H. Talcott, Jr.*
Fred S. Sommer
Morton A. Faller
Alan S. Tilles
James M. Hoffman
Michael V. Nakamura
Jay M. Eisenberg*
Douglas K. Hirsch
Ross D. Cooper
Glenn C. Etelson
Karl J. Protol, Jr.*
Timothy Dugan*
Kim Viti Fiorentino
Sean P. Sherman*

Gregory D. Grant*
Rebecca Oshway
Ashley Joel Gardner
Michael J. Frochlich
William C. Davis, III
Patrick M. Marryn
Sandy David Baron
Christine M. Sorge
Michael L. Kabik
Jeffrey W. Rubin
Simon M. Nadler
Scott D. Muscles
Karl W. Means
Debra S. Friedman*
Matthew M. Moore*
Daniel H. Handman

Eric J. von Vorvys
Michelle R. Curtis*
Gary I. Horowitz
Mark S. Guberman
Cara A. Frye*
Sarit Keinan
Heather L. Howard
Stephen A. Metz
Hong Suk "Paul" Chung
Lisa C. DeLessio*
Patrick J. Howley
Glenn W.D. Golding*
Carmen J. Morgan*
Kristin E. Draper*
Heather L. Spurrier*
Remy S. Esquenet

Of Counsel
Larry N. Gandal
Leonard R. Goldstein
Richard P. Meyer*
William Robert King
Larry A. Gordon*
David E. Weisman
Lawrence Eisenberg
Deborah L. Moran
Mimi L. Magyar
Scott D. Field
Special Counsel
Philip R. Hochberg
Maryland and D.C.
except as noted:
* Virginia also • D.C. only
• Maryland only † Retired

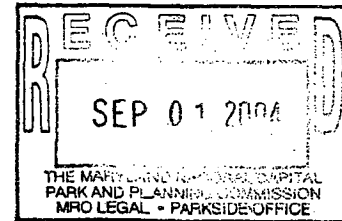
Writer's Direct Dial Number:
301-230-5206

dfreishtat@srgpe.com

August 31, 2004

H. Christopher Malone, Esquire
Associate General Counsel
Maryland-National Capital Park
& Planning Commission
Montgomery County Department of Park & Planning
9500 Brunett Avenue
Silver Spring, Maryland 20901

Re: Red Door Store
Our File No. 109567.00002



Dear Mr. Malone:

Thank you for your letter of August 9, 2004. I have spoken with my client, Mr. and Mrs. Baldev Sondh, the current tenants of the captioned premises. This letter is a proposal of a compromise and in no way admits any of the provisions of your letter of August 9, 2004.

Mr. and Mrs. Sondh would like to stay as a tenant in the store for as long as possible. Mr. Sondh made some major improvements to the store prior to 2001 and was relying on the time of the lease period, to 2007, in order to recoup his investment. Also, the winter season is the slower time in the store. In an effort to find some common ground upon which we can fashion a compromise, we are proposing as follows. Mr. Sondh suggests that we could agree to terminate the lease term in October, 2006, which will allow him to work through the busy summer season. He will vacate on October 31, 2006. In order to induce the Commission to allow him to remain, Mr. Sondh would consider doing or not doing whatever the Commission would like to see at the store. Mr. Sondh has a home improvement license and can make modifications to the store, if desired.

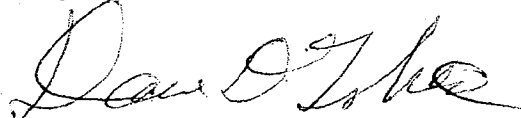
I understand that the Historic Preservation Division have some concerns about the condition or operation of the store, and if you can advise me of those concerns, we can also consider incorporating them into a compromise settlement.

H. Christopher Malone, Esquire
August 31, 2004
Page 2

Please let me know if your client has any other concerns that we need to consider.

My best regards.

Very truly yours,

A handwritten signature in cursive script, appearing to read "David D. Freishtat".

David D. Freishtat

DDF/grs

C O V E R

S H E E T

FAX



The Maryland-National Capital
Park and Planning
Commission

M-NCPPC

MICHAEL F. DWYER
Historic Resources Manager
Dept. of Park and Planning

Needwood Mansion
6700 Needwood Road
Rockville, MD 20855

Office (301) 840-5848
Fax (301) 948-3471

FAX: 301-948-3471

To: GUEN

Fax#: 563-3412

From: MIKE

Subject: RDS/Specs

Date: 9/14/04

Pages: 7 (including this cover sheet)

COMMENTS:

"Fly"
MA

11/01

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law.



The Maryland-National Capital Park & Planning Commission
Department of Finance - Purchasing Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1595

Page 1 of 5

REQUEST FOR QUOTATION # RFQ 24-603Q

April 16, 2004

"RED DOOR STORE" REPAIRS

Quotes are due by 1:00 pm – May 7, 2004

Please fax your quote to (301) 454-1595 by Friday, May 7, 2004 at 1:00 p.m. Any questions regarding this quote may be directed to Mechelle T. Myers (301) 454-1604

The Red Door Store is an historic property recently purchased by the Maryland-National Capital Park and Planning Commission (Commission). The property is located at the intersection of Layhill and Norwood Road, near Sandy Spring, MD. It is a frame mid-19th Century country store building constructed in several sections; it once served as the local post office.

The Commission is looking for quotes to arrest the deterioration to the structure due to lack of proper gutters and related repairs. The Commission is seeking vendors to repair the following (at a minimum):

- Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
- Repair and/or replace windowsills matching the original dimensions using Western Cedar.
- Refasten loose siding boards on porch and exterior walls using stainless steel screws.
- Replace missing corner boards with 5/4" cedar boards.
- Repair rafter ends to provide sound fastening areas for new gutter hardware.
- Install 5" half round copper gutters at all roof eaves and solder all seams.
- Install 3" round copper downspouts.

A MANDATORY site visit is scheduled for Friday, April 23, 2004 at 1:00 PM at 16400 Norwood Road, Sandy Spring, MD 20860. Representatives of the Commission will be present for the purpose of providing responses to questions regarding this procurement.

Bidders are requested to submit any additional recommended repairs discovered during the site visit to Mechelle T. Myers at (301) 454-1595 by 1:00 pm, Friday April 30, 2004.

REFERENCES:

Bidders are required to show successful experience with the restoration of at least three (3) historic structures in the Washington, D.C. metropolitan area and possess a knowledge and understanding of The Secretary of Interiors Standards for the Treatment of Historic Properties.

NOTE: The subject building is a designated historic structure and is subject to the terms of the MASTER PLAN AND ORDINANCE FOR HISTORIC PRESERVATION.



The Maryland-National Capital Park & Planning Commission
 Department of Finance - Purchasing Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1595

REQUEST FOR QUOTATION # RFQ 24-603Q

May 6, 2004

**' RED DOOR STORE' REPAIRS
 ADDENDUM NUMBER ONE**

Quotes are due by 1:00 pm – May 14, 2004

Please fax your quote to (301) 454-1595 by Friday, May 14, 2004 at 1:00 p.m. Any questions regarding this quote may be directed to Mechelle T. Myers (301) 454-1604

As discussed at the site visit, there is an adjusted pricing page for the Red Door Store Repairs. Please use this form to submit your pricing by May 14, 2004 by 1.00 PM.

LUMP SUM TOTAL FOR THE REPAIR OF THE RED DOOR STORE

\$ _____

Siding boards replacement at \$ _____ per sq ft

Fascia boards replacement at \$ _____ per lf

All other terms and conditions of the bid document apply.

FOB: DESTINATION _____

TERMS OF PAYMENT: _____ % twenty days; net 30 days

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED PERSON: (PRINTED) _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____ PHONE NO. _____

Please contact Mechelle T. Myers (301) 454-1604 if you have any questions or comments.

 "NO BID". I decline the offer to submit a bid for this particular Request for Quotation. However, I request that the M-NCPPC retain my name on their bidders list for future solicitations and understand that it is my responsibility to submit a Vendor Information Form directly to the M-NCPPC's Purchasing Office.

INSURANCE:

Prior to commencing services under the contract, the Contractor must furnish the Commission a certificate of insurance that is rated at least A by Best's Key Rating Guide or BBBq by Standard and Poor's Insurance Rating Services. The certificate of insurance furnished by the Contractor must contain coverage limits in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

1) Commercial General Liability (Occurrence Based)

Type of Insurance

- 1) Products-Completed Operations (Limit): \$500,000
- 2) Personal and Advertising Injury (Limit): \$500,000
- 3) Each Occurrence (Limit): \$500,000
- 4) Property Damage (Limit): \$1,000,000
- 5) Business Interruption (Limit): \$1,000,000
- 6) Fire Damage (any one fire) (Limit): \$50,000
- 7) Medical Expenses (any one person) (Limit): \$5,000

2) Automobile/Truck/Heavy Equipment (Occurrence Based)

Type of Insurance

(Includes any auto, truck or heavy equipment)

- 1) Bodily Injury per person (Limit): \$1,000,000
- 2) Bodily Injury per accident (Limit): \$1,000,000
- 3) Property Damage (Limit): \$1,000,000

3) Excess Liability

(Full Umbrella Form) (Limits): \$1,000,000

4) Worker's Compensation and Employer's Liability

State of Maryland Limits mandated under the Annotated Code of Maryland.

5) The Commission and the Montgomery County Board of Education will be named an additional insured under the policy. The Contractor's insurance shall be primary to all other insurance coverage.

The Contractor shall provide thirty (30) days advance notice to the Commission in the event any insurance policy required by this IFB shall expire, be canceled or materially changed to affect the coverage available to the Commission. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS UNDERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY. The Contractor must supply his own theft and property damage insurance.

The Contractor shall be responsible for providing all health, accident, liability and other appropriate insurance for Contractor's employees in connection with the performance of the services under the contract.

The Contractor shall obtain all forms of insurance to adequately protect itself, the Commission and the property, including, without limitation, general liability workmen's compensation insurance, professional liability insurance, and burglary and theft insurance. Proof of such insurance shall be delivered to the Commission prior to the commencement of the contract. The Contractor shall promptly investigate and make a full written report concerning all accidents and claims for damage of injury relating to the property, including, without limitation, information about the damage to the property, injury sustained by individuals, and the estimated costs for repairs. The Contractor shall cooperate and make all reports required by any insurance company in connection with any such accident or claim.

APRIL 16, 2004

This RFQ has significant subcontracting opportunities and, therefore each Bidder must demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. An MFD subcontracting level of participation of ten percent (10%) has been established for this RFQ. A Nondiscrimination in Subcontracting Bid Form must be completed and signed by an authorized person in order to be deemed responsive.

For the Miscellaneous Services category, Disabled owned firms, which meet certain requirements and have been approved as eligible by the Fair Practice Office, receive an evaluation preference. A copy of the letter of approval issued by the Fair Practice Office must be attached to the Offeror's response in order to receive an evaluation preference.

LUMP SUM TOTAL FOR THE REPAIR OF THE RED DOOR STORE

\$ _____

FOB: DESTINATION _____

TERMS OF PAYMENT: _____%, twenty days; net 30 days

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED PERSON: (PRINTED) _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____ PHONE NO. _____

Please contact Mechelle T. Myers (301) 454-1604 if you have any questions or comments.

"NO BID". I decline the offer to submit a bid for this particular Request for Quotation. However, I request that the M-NCPPG retain my name on their bidders list for future solicitations and understand that it is my responsibility to submit a Vendor Information Form directly to the M-NCPPG's Purchasing Office.

REFERENCES
RED DOOR STORE REPAIRS
RFQ 24-603Q

1. FIRM NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

2. FIRM NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

3. FIRM NAME: _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

APRIL 16, 2004

Firm Name: _____
IFB/RFP No. _____

The Maryland-National Capital Park and Planning Commission
Nondiscrimination in Subcontracting Form

It is the policy of the Commission that any bidder/offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of subcontractors/suppliers on Commission projects. Specifically, bidder/offerors are required to provide MFDs the opportunity to submit bids/offers as subcontractor/suppliers and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so.

INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.

___ **Statement 1.** The bidder/offeror will not contract with any subcontractors or materials suppliers to perform any portion of this contract and has not normally contracted with subcontractors or materials suppliers as a part of similar contracts in the past two years. Within five (5) days of notice, the bidder/offeror will show evidence as requested that it has not normally subcontracted portions of similar contracts within the past two years.

___ **Statement 2.** The bidder/offeror has made efforts to provide MFD firms the opportunity to submit bids for subcontracting and/or materials supply components of this contract, and will document same using one of the two (2) options:

___ **Option A** Within five (5) days of notice, the bidder/offeror will show evidence of the efforts described by providing the Commission copies of documents such as letters or faxes to MFDs; advertisements for bids; telephone logs or other notes concerning contacts with MFDs; evidence of participation in pre-bid conferences where interest in MFD bids was communicated; bids received from MFDs and notes concerning evaluation of those bids. (The above mentioned documents are only examples of possible documentation and are not exhaustive.) CR

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Contractors are encouraged to contact the Commission's Fair Practices Office (301/454-1740) or the Purchasing Office (301/454-1600) with any questions concerning compliance with the nondiscrimination in subcontracting requirements. Either office can also provide a listing of firms, including MFD firms, that have submitted Bidders List Registration Forms to the Commission.

I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Date: _____

By: _____

Authorized Signature

Printed Name/Title

NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE BID NON-RESPONSIVE, RESULTING IN THE BID BEING REJECTED.

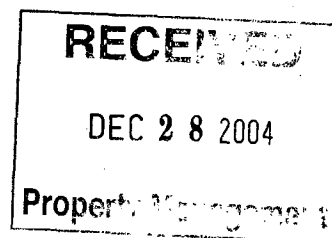
Revised: 8/1/2000

Crader, Bruce

From: Blinkhorn, Bill
Sent: Monday, December 20, 2004 8:42 AM
To: Crader, Bruce
Subject: Red Door Store electrical survey

As requested, an inspection of the electrical installation at the Red Door store was done on 12/7/04. The panel boards and wiring appear to be in fairly decent shape considering their age and usage. The primary concern seems to be the use of extension cords to feed refrigerators or coolers. I believe that we could do some re-working of the circuits to eliminate the cords and at the same time make safe the rest of the facility including some new lighting fixtures. Without being able to see behind the walls I can only give a rough estimate of about \$4000.00+- to complete this work.

Carrye 12-27-04.
about 9,000⁰⁰ give or
take Call me if we need
to meet.
Bruce



FY 05 MAJOR MAINTENANCE PROJECT ESTIMATING FORM

PROJECT PRIORITY NUMBER _____ LOCATION Red Door Store _____

PROJECT COORDINATOR **Mossburg** _____ ACCOUNT CODE ASSIGNED _____

BY _____

PARK MANAGER / ORIGINATOR _____ DATE _____

REQUESTING PROJECT CONTACTED **Bruce Crader**

PROJECT / TASK **Replace Main Entrance stairway and install a handrail to the second floor ,to meet fire code
Carpenters to form main entrance steps and install handrail to second floor. Mason's to pour main entrance steps and finish concrete
and strip forms. Welder to make and install handrail on Main entrance steps.**

TRADES	ESTIMATED BY	LABOR HOURS / COST	RENTAL EQUIPMENT	MATERIAL COST
ASPHALT SHOP				
CARPENTER SHOP	Mossburg	48 hours / \$ 1920.00		\$300.00
ELECTRIC SHOP				
HEAVY EQUIPMENT SHOP				
HVAC SHOP				
MASON SHOP	Rush	24 hours / \$ 960.00		\$450.00
PAINT SHOP				
PLUMBING SHOP				
SECURITY SHOP				
OUTSIDE CONTRACTING				
WELDING SHOP	Layou	24 hours / \$ 960.00		\$100.00
AUTOMOTIVE SHOP				
NATURAL RESOURCES				
OTHER				
	SUB-TOTAL			
			TOTAL ESTIMATE	\$4,690.00

ESTIMATION SHEET

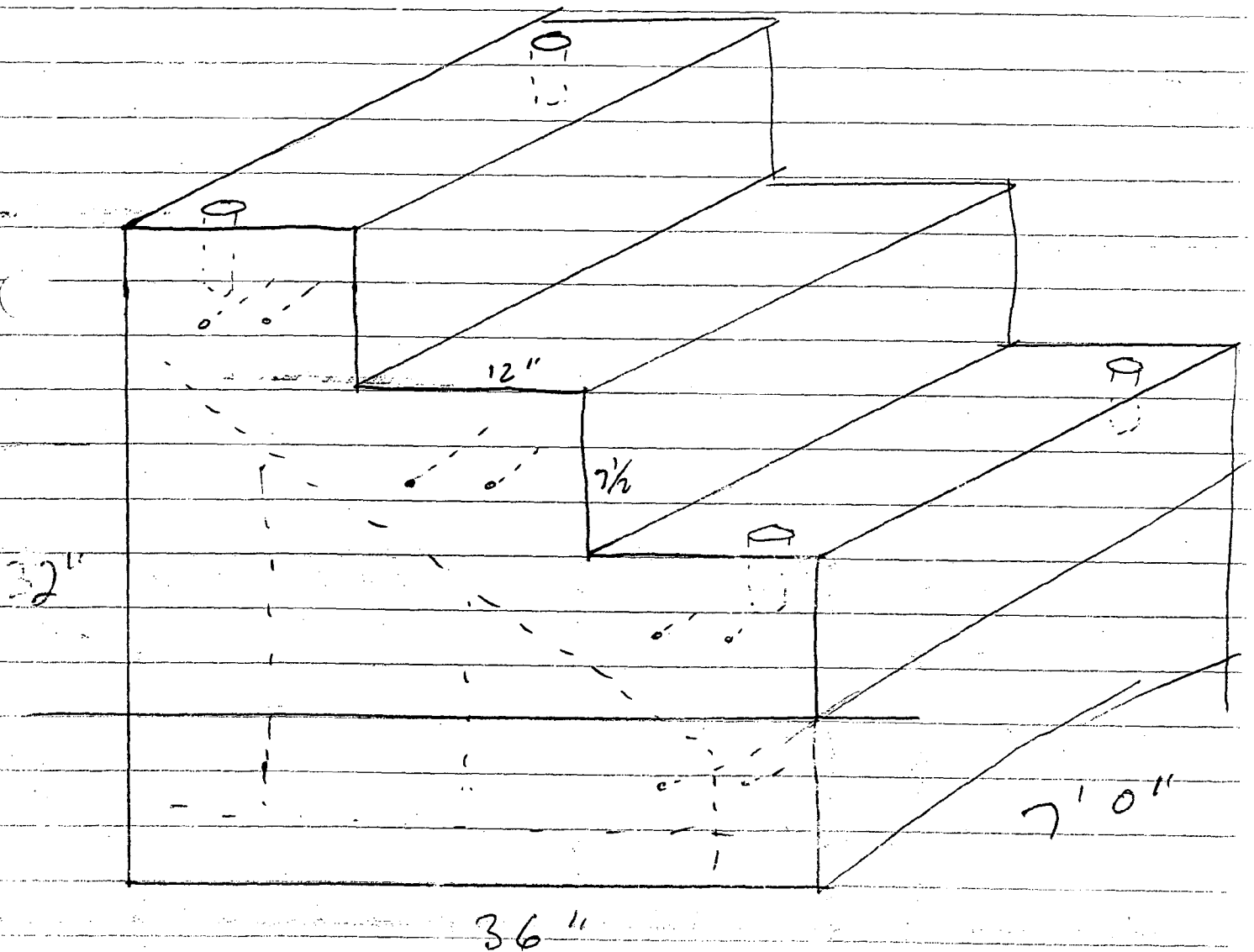
DATE OUT 12/15/04 _____ DATE DUE BACK _____ DATE REC'D BACK _____

REINFORCED CONCRETE STORE STEPS

1/2 yard concrete \$400

100 LF 1/2" REBAR \$50

4 SLEEVES



POUR / FINISH / STRIP / FINISH - 24 MAN HOUR

\$1410

\$960
JES

C O V E R

S H E E T



The Maryland-National Capital
Park and Planning
Commission

FAX

M-NCPPC

MICHAEL F. DWYER
Historic Resources Manager
Dept. of Park and Planning

Needwood Mansion
6700 Needwood Road
Rockville, MD 20855

Office (301) 840-5848
Fax (301) 948-3471

FAX: 301-948-3471

To: GWEI

Fax#: 563-342

From: MIKE

Subject: ROS/SACS

Date: 5/14/04

Pages: 7 (including this cover sheet)

COMMENTS:

Fy = "
70

11/01

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law.



The Maryland-National Capital Park & Planning Commission
Department of Finance - Purchasing Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1595

Page 1 of 5

REQUEST FOR QUOTATION # RFQ 24-603Q

April 16, 2004

"RED DOOR STORE" REPAIRS

Quotes are due by 1:00 pm – May 7, 2004

Please fax your quote to (301) 454-1595 by Friday, May 7, 2004 at 1:00 p.m. Any questions regarding this quote may be directed to Mechelle T. Myers (301) 454-1604

The Red Door Store is an historic property recently purchased by the Maryland-National Capital Park and Planning Commission (Commission). The property is located at the intersection of Layhill and Norwood Road, near Sandy Spring, MD. It is a frame mid-19th Century country store building constructed in several sections; it once served as the local post office.

The Commission is looking for quotes to arrest the deterioration to the structure due to lack of proper gutters and related repairs. The Commission is seeking vendors to repair the following (at a minimum):

- Replace missing fascia boards with 5/4" STK cedar secured with stainless steel screws.
- Repair and/or replace windowsills matching the original dimensions using Western Cedar.
- Refasten loose siding boards on porch and exterior walls using stainless steel screws.
- Replace missing corner boards with 5/4" cedar boards.
- Repair rafter ends to provide sound fastening areas for new gutter hardware.
- Install 5" half round copper gutters at all roof eaves and solder all seams.
- Install 3" round copper downspouts.

A MANDATORY site visit is scheduled for Friday, April 23, 2004 at 1:00 PM at 16400 Norwood Road, Sandy Spring, MD 20860.

Representatives of the Commission will be present for the purpose of providing responses to questions regarding this procurement.

Bidders are requested to submit any additional recommended repairs discovered during the site visit to Mechelle T. Myers at (301) 454-1595 by 1:00 pm, Friday April 30, 2004.

REFERENCES:

Bidders are required to show successful experience with the restoration of at least three (3) historic structures in the Washington, D.C. metropolitan area and possess a knowledge and understanding of The Secretary of Interiors Standards for the Treatment of Historic Properties.

NOTE: The subject building is a designated historic structure and is subject to the terms of the MASTER PLAN AND ORDINANCE FOR HISTORIC PRESERVATION.



The Maryland-National Capital Park & Planning Commission
Department of Finance - Purchasing Division

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1595

REQUEST FOR QUOTATION # RFQ 24-603Q

May 6, 2004

"RED DOOR STORE" REPAIRS
ADDENDUM NUMBER ONE

Quotes are due by 1:00 pm – May 14, 2004

Please fax your quote to (301) 454-1595 by Friday, May 14, 2004 at 1:00 p.m. Any questions regarding this quote may be directed to Mechelle T. Myers (301) 454-1604

As discussed at the site visit, here is an adjusted pricing page for the Red Door Store Repairs. Please use this form to submit your pricing by May 14, 2004 by 1:00 PM.

LUMP SUM TOTAL FOR THE REPAIR OF THE RED DOOR STORE

\$ _____

Siding boards replacement at \$ _____ per sq ft

Fascia boards replacement at \$ _____ per lf

All other terms and conditions of the bid document apply.

FOB: DESTINATION _____

TERMS OF PAYMENT: _____ %, twenty days; net 30 days

FIRM NAME: _____

ADDRESS: _____

AUTHORIZED PERSON: (PRINTED) _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____ PHONE NO. _____

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"NO BID". I decline the offer to submit a bid for this particular Request for Quotation. However, I request that the M-NCPPC retain my name on their bidders list for future solicitations and understand that it is my responsibility to submit a Vendor Information Form directly to the M-NCPPC's Purchasing Office.

INSURANCE:

Prior to commencing services under the contract, the Contractor must furnish the Commission a certificate of Insurance that is rated at least **A** by **Best's Key Rating Guide** or **BBBq** by **Standard and Poor's Insurance Rating Services**. The certificate of insurance furnished by the Contractor must contain coverage limits in the minimum amounts as stated below.

The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

1) Commercial General Liability (Occurrence Based)

Type of Insurance

- 1) Products-Completed Operations (Limit): \$500,000
- 2) Personal and Advertising Injury (Limit): \$500,000
- 3) Each Occurrence Limit: \$500,000
- 4) Property Damage Limit: \$1,000,000
- 5) Business Interruption (Limit): \$1,000,000
- 6) Fire Damage (any one fire) (Limit): \$50,000
- 7) Medical Expenses (Any one person) (Limit): \$5,000

2) Automobile/Truck/Heavy Equipment (Occurrence Based)

Type of Insurance

(Includes any auto, truck or heavy equipment)

- 1) Bodily Injury per person (Limit): \$1,000,000
- 2) Bodily Injury per accident (Limit): \$1,000,000
- 3) Property Damage Limit: \$1,000,000

3) Excess Liability

(Full Umbrella Form) (Limits): \$1,000,000

4) Worker's Compensation and Employer's Liability

State of Maryland Limits mandated under the Annotated Code of Maryland.

5) The Commission and the Montgomery County Board of Education will be named an additional insured under the policy.

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APRIL 16, 2004

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RED DOOR STORE REPAIRS
RFQ 24-603Q

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NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

2. **FIRM NAME:** _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

3. **FIRM NAME:** _____
NAME OF CONTACT PERSON: _____
ADDRESS: _____

TELEPHONE NUMBER: _____
SCOPE OF WORK PERFORMED: _____

APRIL 16, 2004

Firm Name: _____

IFB/RFP No. _____

**The Maryland-National Capital Park and Planning Commission
Nondiscrimination in Subcontracting Form**

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I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Date: _____

By: _____

Authorized Signature

Printed Name/Title

NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE BID NON-RESPONSIVE, RESULTING IN THE BID BEING REJECTED.

Revised: 8/1/2000

bcc: Bill Mooney, Chief, Enterprise Division
Jerry Bush, Enterprise Division
Carrye Palleschi, Enterprise Division
Gwen Wright, Historic Preservation Section
Michael Dwyer, Historic Preservation Section
Jeff Zyontz, Chief, Countywide Planning Division
Brenda Sandberg, Countywide Planning Division
Michele Rosenfeld, Associate General Counsel



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

TEL. (301) 495-2518 FAX. (301) 495-2565

**OFFICE OF
THE GENERAL COUNSEL**

October 27, 2004

David D. Freishtat, Esq.
11921 Rockville Pike
Rockville, Md. 20852

Re: Red Door Store

Dear Mr. Freishtat:

This is in response to your letter requesting that the Commission allow Sumit Constructions, Inc. to remain on the property until October 31, 2006.

Commission staff has met and considered your request. Commission staff has concluded that Sumit Constructions must vacate the property no later than April 30, 2005.

The Commission will send you a lease. The lease will provide that the lease expires on April 30, 2005.

If Sumit Constructions declines to execute the lease, the Commission intends to file legal action in the Circuit Court of Montgomery County to take possession of the property.

Sincerely,

H. Christopher Malone
Associate General Counsel

RED DOOR STORE

WATER & SEWER

I. WATER & SEWER SERVICE AREA

CATEGORY CHANGE:

\$ 4,500⁰⁰

II. 16" WATER MAIN EXTENSION

(700 L.F.)

DESIGN:

\$ 10,500⁰⁰

CONSTRUCT:

4" & 2" ON-SITE WATER LINES

(1,100 L.F. EACH)

DESIGN:

\$ 10,500⁰⁰

CONSTRUCT:

122,100⁰⁰

III. 6" SEWER MAIN

DESIGN:

\$ 17,500⁰⁰

CONSTRUCT:

94,500⁰⁰

IV. FIRE PROTECTION & ALARM SYSTEM:

DESIGN:

\$ 4,300⁰⁰

CONSTRUCT:

\$ 35,500⁰⁰

V. CHARGE BACKS

PROCUREMENT:

\$ 3,000⁰⁰

PROJECT MANAGEMENT:

\$ 23,800⁰⁰

CONSTRUCTION MANAGEMENT:

\$ 3,300⁰⁰

INSPECTION:

\$ 3,300⁰⁰

\$ 332,800⁰⁰