INVITATION FOR BID (IFB)

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
PR139389-002097	9642&9643	12/3/2021	4:00pm CST	bids@synergynds.com

IFB Reference Information:	**Mold Remediation and Asbestos Abatement**
Insured Property Owner:	**City of McGregor**
Property Location Name:	**Fire Station**
Address Line 1:	1701 Bluebonnet Pkwy
Address Line 2:	Enter Text Here
City:	**McGregor** State: Texas Zip Code: **76557**

DESCRIPTION: Furnish all required labor, materials and equipment necessary to provide Scope-of-Work at the above described location. Work is being authorized under the elected TML TurnKey Recovery Program℠ administered by Synergy NDS, Inc. (SynergyNDS) on behalf of the Insured Property Owner, a Member of the Texas Municipal League (TML).

SUBMITTAL INSTRUCTIONS: In support of Procurement Guidelines, the IFB Packet includes specifications and terms & conditions associated with the above referenced project information.

1. Bids shall be received no later than the Closing Date & Time indicated above. Bids received after above deadline or that are not submitted in accordance to Submittal Instructions may be rejected without further explanation or contractor notification.
2. Bid shall be completed and submitted using **ONLY** the **Contractor Submittal Form** (provided at the end of the IFB Packet).
3. Contractor is responsible to validate all Quantities and Units of Measurements specific to the following scope items &/or products. The information and descriptions provided in the IFB are intended for general guidance purposes only. Contractor may not change or alter any material &/or specifications identified in the IFB for submission purposes without prior written/email notification to: bids@synergynds.com.
4. Contractor has the sole responsibility to ensure that all services and material for BID Submittal (whether stated correctly in the IFB or not) satisfactorily meet all required Codes & Standards, OSHA Guidelines and The Americans with Disabilities Act (ADA).
5. Contractor should also consider the approach (if necessary) in which to stock/store material at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen material, supplies or equipment stocked at the jobsite.
6. Bid award will be made based on best overall LUMP SUM project value as determined by SynergyNDS in accordance to market valuation, project demands, critical path scheduling – as well as overall Insured Member's WorkForce Participation Goals. Contributing factors, in addition to price, may be considered as necessary to help determine bid award based on any additional criteria set forth by the specific TML Insured Member.

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7. SynergyNDS reserves the right to modify the IFB Specifications and Terms & Conditions at any time during the bid solicitation process. Timely notice to all bidders will be given via an electronically distributed Addendum.
8. All registered HUB & HUB Zone Contractors, as well as DBEs are encouraged to participate. Additional Contractor Financial Assistance is available to help support daily HUB/DBE Contractor's operations under the terms and condition of a successful contract award.
9. SynergyNDS is an equal opportunity employer and administers all Contracts & Contractor Agreements in accordance to the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).
10. Contractor is strongly encouraged to schedule a Site Visit of the property as necessary to support the IFB Submittal. All scheduled site visits can be requested at bids@synergynds.com.
11. When a mandatory Pre-BID Meeting is identified and scheduled in a specific IFB, Contractor Attendance is a requirement as part of the Solicitation. Contractors who fail to attend the Pre-BID Meeting will not be eligible to participate in the IFB and subsequent submittal process.
12. Contractor can submit all questions &/or concerns specific to the IFB by email to: bids@synergynds.com.

SCOPE-OF-WORK SUMMARY

Refer to **EXHIBIT A** and any subsequent **ATTACHMENTS** for scope-of-work description that will be included after the IFB Contractor Submittal Form on Page #9.

*This IFB is part of a potential Federally Funded Project.
*This IFB does not require a Contractor Payment or Performance Bond.
*This IFB does not require a Pre-BID Meeting
*This IFB supports workforce participation goals.

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INVITATION FOR BID (IFB)

GENERAL TERMS & CONDITIONS

1. Contractor shall be responsible for field verifying all conditions, dimensions & quantities prior to IFB Submittal and the implementation of this scope of work. Any Exhibits, Plans, Drawing &/or Other Supporting Documents have been included for general reference purposes only.
2. Contractor is responsible to identify and satisfactorily address all applicable regulatory requirements, including but not limited to Codes & Standards, HUD/DBE Participation Goals & Guidelines and ADA/FHA Specifications.
3. Contractor shall indicate in writing and be responsible to submit to SynergyNDS via email distribution to projects@synergynds.com any request or need for additional 3rd Party Assignment as necessary to further identify required codes & standards, scope specifications or public health safety concerns outside of Contractor's professional competence &/or licenses.
4. Contractor is to obtain their own permits and schedule all applicable inspections. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable direct from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and submitted with proper documentation.
5. Contractor shall prohibit discrimination against staff &/or available workforce based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Contractor and its subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
6. Contractor is to abide by all applicable OSHA and project safety requirements and standards. Contractor shall require all employees to utilize proper PPE when applicable, including but not limited to: fall protection harnesses, hard hats, safety glasses, safety foot wear, gloves and etc.
7. Contractor is responsible for submitting applicable project and associated contract documents as defined by Architectural Drawings Specifications, Engineering Requirements, Certificates of Insurance, Change Order Requests and any written or documented deviations from approved scopes-of-work or Contract.
8. Contractor may be asked to provide Material Safety Data Sheets (MSDS) to the Industrial Hygienist of record (for the project) for chemical-based products that will be used including, but not limited to, glues, cleaners, solvents, anti-microbial products, sanitizing agents, etc. The Industrial Hygienist of record retains the right to not allow the use of any of the products selected.
9. Contractor shall be responsible under terms of the Agreement for supplying any and all necessary labor, equipment, tools, materials and travel expense to complete the scope of work unless directed otherwise in the IFB. This includes but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated Expenses, Travel Cost and Overhead & Profit which are to be included in the IFB Contractor Lump Sum Proposal.
10. Contractor shall protect all property from new and supplemental damage during the performance of work. This includes, but necessarily limited to: wall finishes, floor finishes, windows, electrical systems, mechanical systems, communication systems, life safety systems, security systems, HVAC control

systems, plumbing systems, lighting systems, structurally related components, exterior elements, vegetation, property-of-others, and etc.

11. Contractor shall be responsible for any breakage &/or cleaning of unintended damage, debris, coatings, coverings, overspray and residual caulking from the aforementioned property described above. If affected property can't be successfully cleaned &/or restored to pre-existing condition, SynergyNDS will seek reimbursement from Contractor &/or deduct the appropriate replacement cost from outstanding Invoice Payment (Contract Value).
12. Contractor is EXPECTED to maintain a Clean & Safe Work Environment throughout the lifecycle of the awarded scope-of-work. This includes daily clean-up and organization of the Contractor's work area specific to all material waste, debris, tools &/or equipment. Failure to do so (after 3 documented warnings) can result in back charges to Contractor in the amount of $25.50 hourly rate with a minimum $150.00 per day clean-up rate (as determined by the SynergyNDS or the Insured Property Owner).
13. Contractor shall be responsible for securing work area(s) from access by non-authorized building occupants, including all persons not directly part of the restoration, repair and/or rebuild efforts. This includes securing work area(s) as identified in the IFB Scope-of-Work &/or under Contractors control.
14. Contractor shall provide and implement a site-specific health and safety plan to include hazard communication and related OSHA requirements to protect workers as well as the general public with access to the work area.
15. If the Contractor determines that deviations, modifications (change order or supplemental costs) from the initial scope-or-work are required, the Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial BID. The written request will contain, at a minimum:
    a. Reason for deviation or modification
    b. Description of deviation or modification
    c. Project cost addition or subtraction for deviation or modification
    d. Estimated time required for deviation or modification.
16. Contractor is NOT responsible for any conditions or activities the building owner or employees implemented prior to their arrival to the job site. This includes removal of contents, equipment or personnel from the affected areas to the non-affected areas of the building.
17. During the performance of Contractor's scope-of-work, pre-existing damage to the building, structure, system failures or other anomalies may be found. If this occurs, the Contractor has the responsibility to identify, document and report these deficiencies immediately to SynergyNDS by email notification to projects@synergynds.com. Verbal notification &/or discussion only with the Onsite Project Manager is encouraged but not binding. Written documentation must be provided in efforts to comply with the required transparent approach.
18. Contractor is responsible to ensure that their employees &/or its sub-contractors comply with the provisions and terms of the IFB and Contract Agreement.

INVITATION FOR BID (IFB)

PAYMENT: Project is managed by SynergyNDS, Inc., under the TML Turnkey Recovery Program. Payments will be made directly to the contractor(s) in accordance with described terms & conditions. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to BID AWARD. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is annual $49.95 processing fee as part of the initial contractor vetting and background check.**

PAYMENT TERMS: Payments will be made after inspection and approval of work by SynergyNDS, City Building Official &/or Insurance Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project audit prior to payment. *Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual $49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

HOLD HARMLESS: To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless SynergyNDS, Inc & TML, their officers, agents, employees, elected, and appointed officials, Insurance Representatives and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS: SynergyNDS &/or Contracting Agent reserves the right to: reject all quotations; waive formalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interests of Insured Members of TML. Award will be based on price, contractor's daily performance capabilities, availability to provide the specified services when required &/or in accordance to critical path scheduling.

DAMAGES: Contractor will be held liable for any damage caused to the building and ancillary structure, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the Contractor's expense.

WORK-SITE PRACTICES: Contractor's workers, as well as the various trade contractors entering or leaving the work area, will all attend a site-specific safety meeting as well as daily safety meetings prior the scheduled workday. Contractor's workers entering or leaving the work area will don or remove personal protective equipment and clothing in the staging area outside of each work area. All debris & trash in the work area will be removed and disposed.

WORKER PERSONAL PROTECTION EQUIPMENT: The National Institute for Occupational Safety and Health (NIOSH) provides the following interim guidelines and warnings to restoration workers.

a) Steel toed leather boots should be worn. Tennis shoes or sneakers should *not* be worn because they will transfer contamination and will not prevent punctures, bites, or crush injuries.

b) Goggles, safety glasses with side shields or full-face shields shall be used when performing restoration related activities that involve demolition, cutting or the use of ANY power tools. Sun/glare-protective

lenses may be needed in some work settings. The use of goggles or protective eyewear should also be worn during the application of any cleaners, sanitizers or disinfectants.

c) Soft hat or another protective head cover. Wear an American National Standards Institute (ANSI) rated hardhat if there is any danger of falling debris or electrical hazards.

d) Hearing protection (when working in an environment with any noise that you must shout over to be heard).

e) Comfortable, form fitting, light weight clothing including long pants and a long-sleeved shirt or coveralls. Additional PPE, respiratory protection, or clothing may be required when specific exposure hazards are identified or expected at the work site. In some instances, the protective ensemble components (garment, boots and gloves) may need to be impervious to contaminated flood or other site-specific chemical, physical, or biological hazards. In all instances, workers are advised to wash their hands with soap and clean water, especially before eating or drinking. Protect any cuts or abrasions with waterproof gloves and dressings. The use of insect repellant, sun block and lip balm may also be required for some work environments. Drink plenty of bottled water and take frequent rest breaks to avoid overexertion.

THERMAL STRESSES: HEAT: Workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear loose- fitting clothing. Additionally, incorporate work-rest cycles into work routines and when possible distribute the workload evenly throughout the day.

*****Temporary cooling to the work areas shall only be authorized by the owner's representative based on the actual need for the work being performed. Where the conditions allow for the operation of part or all of the ventilation systems serving the work area then the need for temporary cooling is NOT necessary. The work area should be maintained at conditions that meet OSHA requirements for health and safety.*****

WORKING IN CONFINED SPACES: If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, or similar enclosure, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

a) limited openings for entry or exit;
b) unfavorable natural ventilation; or
c) Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. **Never** enter a confined space unless you have been properly trained, even to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

INVITATION FOR BID (IFB)

CONTRACT IMPLEMENTATION: Contract will be awarded upon review of all bids and proposals received by SynergyNDS. Initiation of intent-to-contract with Contractor will be engaged upon email notification and signed/returned Contractor Agreement Form. Contract-in-full will occur upon SynergyNDS receipt of all required documentation including but not limited to:

a) Performance Bond &/or Payment Bond (If Required)
b) Certificate of General Liability Insurance
c) Certificate of Auto Insurance
d) Certificate of Worker's Compensation or Letter of Exemption
e) Contractor's W-9
f) State Licenses

Further description of insurance requirements is listed in "Insurance & Licensing Requirements." No material deposits &/or payments will be made to Contractor until all required documentation has been received.

ASSIGNMENT OF CONTRACT: Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by SynergyNDS. Such acceptance shall be at the sole discretion of the SynergyNDS upon request of the Contractor. Upon approved and executed Transfer-of-Contract-Agreement, Contractor will be responsible for the coordination and hand-off of work/trades with the newly Assigned Contractor. Failure to coordinate this work will not relieve original Contractor of their obligations and shall not constitute additional cost as governed by the Lump Sum Contract Award.

ASSIGNMENT OF CONTRACTOR: Contractor is responsible for supplying all required Personal Protective Equipment (PPE), including but not limited to the furnishing and appropriate use of: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required), tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc. Contractor is required to be familiar with and follow all OSHA and State of Texas's safety requirements.

a) Contractor is to hold daily jobsite safety meetings that review the work to be performed, the hazards involved and the methods for reducing and eliminating such hazards, as well as maintain meeting records, - including attendance lists, which shall be kept onsite and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all OSHA violations associated with his/her employees.
b) SynergyNDS reserves the right to hold weekly progress meetings for which the Subcontractor shall attend. Contractor shall be responsible for daily cleanup of the work performed herein. Failure to cleanup daily after trade will result in cleanup supplementation at Contractor's cost. Twenty-Four (24) hour notice will be given prior to supplementation. Contractor shall be responsible for delivery, loading, unloading, storage, protection, etc. of all work provided herein.

ENERGY EFFICIENCY: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

INVITATION FOR BID (IFB)

PROCUREMENT OF RECOVERED MATERIALS: In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor should procure items designated in the EPA Guidelines that contain the highest percentage of recovered materials practical unless the Contractor determines that such items:

a) are not reasonably available in a reasonable period of time;

b) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology;

FAILURE TO COMPLY: For failure to deliver in accordance with specifications, SynergyNDS may cancel the contract or any part thereof and purchase services on the open market, charging any additional cost to the Contractor. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work.

INSURANCE & LICENSING REQUIREMENTS: Before starting work, the Contractor will provide SynergyNDS proof of Worker's Compensation and Commercial and Public Liability Insurance. The Contractor must be licensed to do business in the State of Texas and SynergyNDS must be named as an additional insured on general liability insurance certificate. Contractor will need to go to www.syngerynds.com and complete the initial registration for the Managed Vendor Program (MVP). Contractor will be required to upload the following information (when applicable) prior to contract award and eligible material deposits.

a) The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.

b) Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least $500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.

c) Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damages of not less than $500,000.00 per occurrence.

d) Builder's Work Insurance limit of at least $5,000.00 per occurrence and $10,000.00 aggregate.

e) Professional Liability $1,000,000 per occurrence (if applicable).

Contractor will not allow insurance coverage to lapse and will provide SynergyNDS with updated Certificates of Insurance as necessary. All policies must provide that at least thirty (30) days' notice of cancellation will be given to SynergyNDS . All Contractor employees &/or subcontractors are bound by the Insurance Requirement. Contractor is the sole responsible party for all its Employee &/or SubContractor infractions, accidents, damages and all general liability concerns that occur, whether directly or indirectly, as related to Contracted Scope-of-Work.

The certificate holder(s) must be noted as:

Synergy NDS, Inc.
1400 Sarno Rd
Melbourne, FL 32935

INVITATION FOR BID (IFB)

FEDERAL CONTRACT REQUIREMENTS ONLY (In a Declared Event)

If stated in the IFB, the Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

9.29.1 Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, SynergyNDS must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. SynergyNDS must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SynergyNDS must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9.29.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by SynergyNDS in excess of

$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.29.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9.29.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

9.29.5 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689(3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9.29.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9.29.7 Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OTHER FEDERAL REQUIREMENTS (In a Declared Event)

9.29.9 Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

9.29.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of SynergyNDS that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with SYNERGYNDS funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. SynergyNDS and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. SynergyNDS and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a) If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b) Affirmative steps must include:

   I. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

   IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

   V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VI. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

9.30 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

9.31 If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between SYNERGYNDS and the Texas Division of Emergency Management (Division).

9.32 The CONTRACTOR shall hold the Division and SYNERGYNDS harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

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IFB – CONTRACTOR SUBMITTAL FORM

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
PR139389-002097	9642&9643	12/3/2021	4:00pm EST	bids@synergynds.com

Company Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____

State: _____ Zip Code: _____

Contractor Certification: ☐ DBE ☐ WBE/WOSB ☐ HUB ☐ SDVOSB/VOSB

CONTRACTOR LUMP SUM PROPOSAL:

IFB TITLE	Mold Remediation & Demolition	**PROPOSAL:**	$
IFB TITLE	Asbestos Abatement	**PROPOSAL:**	$
IFB TITLE	Click or tap here to enter text.	**PROPOSAL:**	$
IFB TITLE	Click or tap here to enter text.	**PROPOSAL:**	$

Material Deposit | ☐Required | ☐Requested | in the amount of $ _____

I, having the legal authorization to represent the "Company" (the undersigned) have read and understood all previous 1-9 pages and the subsequent Attached Exhibits in accordance to the applicable Terms & Conditions as described in the IFB Packet preceding the attached Contractor Submittal Form:

_____ _____

Company Contact Name (Please Print) **Company Title (Please Print)**

_____ _____

Signature **Date**

*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual $49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

INVITATION FOR BID (IFB)
PR139389 - Exhibit A

Project Summary: The City of McGregor Fire Station sustained damages as a result of the winter storm that hit Texas in February 2021. During required ACM testing it was found that the VCT mastic was positive for ACM. Mold was also found throughout the building affecting various building finishes.

Building Information:
Fire Station
1701 Bluebonnet Pkwy.
McGregor, TX 76557

Bidding Information:
Bids are to be returned to: bids@synergynds.com

This is a 2 part bid:
1) Mold remediation and demolition (Walls and Ceiling) & Content Cleaning/Storage
    a. Start Date: End Date:
2) Asbestos Abatement: All flooring
    a. Start Date: End Date:

Contractor is requested to provide separate lump sum bid for above items. Each line item will be awarded individually. A contractor may be awarded both line items. Contract award will not rely solely on price alone. Award criteria includes: Reputation of contractor, previous relationship with the City of McGregor, TML, and/or SynergyNDS, proposed timeline which is best overall for the project, and/or as approved by the City of McGregor, TML, and/or SynergyNDS.

Bid packets shall include the following:
1) Completed IFB Form.
2) Proposed timeline for project from beginning of project to completion.

Work Scope:
- Contractor shall coordinate all work with SynergyNDS.
- Contractor should review and abide by the protocol as set forth by Esesis Environmental. (Consultant of record)
- **Mold Remediation and Demolition:**
    - Contractor is to properly remove and dispose of all ceiling and wall building finishes.
        - Contractor shall note there are 2 known ceiling layers in the building.
            - Drop grid tile ceiling
            - Fiberboard ceiling (Above grid)

- Contractor shall follow the protocols as set forth by Esesis Environmental (Consultant of record).
- Contractor will be required be meet all cleaning requirements and pass PRV testing.
  - If PRV testing fails, contractor will be required to return and clean, at their cost and as necessary, to receive a passing PRV test result.
  - Final invoice will be held until passing PRV testing results have been received.
- Contents:
  - Contractor will be required to properly clean and box contents which are onsite. (Note: City of McGregor will remove all firefighter gear and uniforms)
  - Contractor will move boxed contents to onsite storage.
    - Onsite storage will either be in the engine bay or in a connex box.
  - Stainless steel tables and equipment located in the galley shall be cleaned, wrapped fully, and moved to storage location.
- All areas shall be fully cleaned prior to abatement activities.

- **Asbestos Abatement:**
  - Contractor shall provide abatement services for removal all VCT flooring. (Approx. 5800SF)
  - Contractor is responsible for all required state notifications.
  - Contractor is responsible for proper disposal of the material.
  - Contractor is responsible for following all federal and state requirements in regard to asbestos abatement.
    - This is to include but not be limited to:
      - Monitoring
      - PPE
      - Equipment
  - Contractor will be responsible for any content manipulation to abate the entire floor area.
  - Work area shall be completely cleaned at end of abatement process.
- Asbestos report has been provided at the end of this document.
- Safety Expectations:
  - Contractor shall abide by all site safety requirements.
  - Contractor shall hold a Job Hazard Analysis (JHA) with workers each day prior to starting work for the day. A copy of the JHA shall be provided to the Project Manager each day as requested.

- Contractor and their workers are expected to utilize appropriate PPE for the task being performed each day.
- Minimum PPE is to include but not limited to: Hard hat, safety glasses, safety shoes, gloves, etc.
  - Specialty trades may require additional PPE appropriate for the task being performed.
- Contractor is responsible for installation of any addition signage and/or barriers as indicated for work being performed. (ex. Crane activities will require barriers to be installed for turning radius of the crane, signage for hot work activities, asbestos abatement in progress, etc.)

Reminder Notes:

1. Contractor is responsible to validate all quantities and units of measurements specific to the scope items above. Information above is intended as a general guidance purpose only.
2. Contractor has the sole responsibility to ensure that all services and materials for bid submittal meet all codes and standards. This include that all work must be completed in order to meet all codes and standards.
3. Contractor should also consider method to stock/store materials at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen materials, supplies, or equipment from the location.
4. Contractor is strongly encouraged to schedule a site visit of the property as necessary to support the IFB submittal.
5. Contractor can submit request for site visit, all questions &/or concerns to the specific IFB by emailing: bids@synergynds.com

ESESIS
Environmental Partners, Corp
547 North Connally Drive
Elm Mott, Texas 76640
800-231-2988

Mold Assessment Company
Texas Department of State Health Services
License # ACO1056, Expiration 01/09/2022

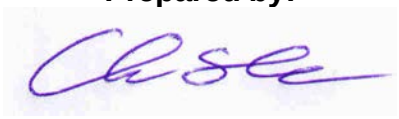
MOLD REMEDIATION PROTOCOL & ASBESTOS PROJECT SPECIFICATION

REVISED- NOVEMBER 16, 2021

Project Location:

Residential Building
1701 Bluebonnet Parkway
McGregor, TX 76657

Prepared by:



Chadwick M. Cole
TDSHS Mold Assessment Consultant # MAC1031
License Expiration: 1/21/2022

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Mold Consultant: 

MOLD REMEDIATION PROTOCOL

ESESIS Project Number: 21W579

The following Mold Remediation Protocol follows the requirements set forth in 25 TAC 295.321 (e). The following Mold Remediation Protocol is based on the following Mold Assessment:

Performed on Chadwick M Cole, Mold Assessment Consultant License # MAC1031

Assessment Project #: 21W579

Laboratory: EMSL Analytical

The damaged building materials and source(s) of water/moisture intrusion limited to the affected areas in the building are listed in the following table. The water/moisture source(s) should be corrected/repaired prior to mold remediation (see the table below).

Damaged Materials	Source of Moisture
Fire Station– Visible mold growth and water damage on Walls, Ceilings and Floors inside the Building.	• Plumbing Leaks

APPLICABLE RULES AND GUIDELINES FOR REMEDIATION

The TDSHS Licensed Mold Remediation Contractor should refer to the following documents prior to developing the Mold Remediation Work Plan from this Protocol. Some of these documents regulate the remediation process while others provide general guidance for the remediation process.

- Texas Department of State Health Services, Indoor Air Quality Division, ***Texas Mold Assessment and Remediation Rules, 25 TAC 295.301 – 338***, May 20, 2007.
- Occupational Safety and Health Administration, ***Respiratory Protection, 29 CFR Parts 1910 .134***, January 1998.
- U.S. Department of Labor, Occupational Health and Safety Administration, ***A Brief Guide to Mold in the Workplace***.
- Environmental Protection Agency, Office of Air and Radiation, Indoor Environments Division. ***Mold Remediation in Schools and Commercial Buildings***. March 2001. EPA 402-K-01-001.
- New York City Department of Health, Bureau of Environmental and Occupational Disease Epidemiology. ***Guidelines on Assessment and Remediation of Fungi in Indoor Environments***. November 2008.

Mold Consultant: 

- Institute of Inspection, Cleaning and Restoration Certification, ***IICRC S520, Standard and Reference Guide for Professional Mold Remediation,*** December 2003.
- National Air Duct Cleaners Association, ***Assessment, Cleaning, and Restoration of HVAC Systems,*** 2001.
- Current industry best practices and guidelines.

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REMEDIATION AREAS & ESTIMATED QUANTITIES

The contaminated building materials listed and included in this Mold Remediation Protocol are limited to the affected areas of the building located at 1701 Bluebonnet Parkway McGregor, TX 76657 identified for this remediation project. The Mold Remediation Contractor is responsible for verifying all quantities. **Containment#1**	The contractor will establish a negative pressure containment and take in the following rooms into the Containment#1: Classroom, Equipment Room#1, Mess Hall, Equipment Room#2, Hall#1, Electrical Room, Hall Bathroom. **Flooring-Non-Porous** The contactor will begin by cleaning ALL Non-Porous flooring, i.e. Floor Tile remaining and exposed wood floor present in the containment area with an EPA Registered Anti-Microbial Cleaner & HEPA vacuuming. Once the floor is cleaned the contractor will then cover all of the floor in the containment area with 1 layer of 6-mil poly. Note: All Asbestos containing floor tile & mastic will be removed from the building prior to commencement of the mold remediation activities. **Ceilings-(Primary & Secondary)** The contractor will remove **ALL** of the primary Ceiling Tile & Insulation present in the in the affected rooms. See Drawing. Approximately 5,800 square feet to be removed. **In addition the contractor will remove all of the secondary ceiling panels** present in the in the affected rooms See Drawing. Approximately 5,800 square feet to be removed. **Walls (All Rooms See Drawing)** The contractor will remove **ALL** of the wall board in the affected rooms. See Drawing. Approximately 9,000 square feet to be removed. Removal will continue until a 2-foot clear margin has been established from the last identified mold growth or water damage has been achieved. All wall insulation encountered will be removed by the contractor. **Cabinets** The contractor will demo all fixed wood cabinets in the containment areas. All stainless tables, racks cabinets will be cleaned with an EPA registered anti-microbial cleaner and moved to storage. **Horizontal & Vertical Surfaces: Containment Area** The CONTRACTOR will clean using with an appropriate, material safe, EPA registered anti-microbial cleaner all vertical & horizontal surfaces throughout the containment area. The CONTRACTOR will HEPA vacuum all vertical and horizontal surfaces throughout the containment area. **Contents Salvageable -The contractor will provide a separate line item in their bid to clean Salvageable large content items inside the containment area that the client wishes to salvage. Non-Porous Contents will be wet wiped with a material safe anti-microbial cleaner, and all porous contents will be HEPA vacuumed. Once cleaned these items will be covered with 1 layer of 4-mil poly and left inside the containment area or relocated to another part of the building or storage as designated by the client.** **Contents Unsalvageable -The contractor will provide a separate line item in their bid to discard content items that are unsalvageable in the containment area that the client wishes to discard. The contractor will document and photograph all items that will be discarded and provide this documentation to the client and SynergyNDS.** **Contents-Uniforms & Special Equipment-**The **client** will remove all Uniforms & special equipment in the building and will wash or launder the items. The **client** will remove all personal effects or valuables from the containment areas.

Mold Consultant: 

	The contractor will box for storage all contents in the mess hall including contents in cabinets. **Ductwork** Main Supply Ductwork. The following requirements will apply to entire building. The contractor will access all ductwork encountered in the building and **will remove and discard the ductwork**.

REMEDIATION METHODS

The following remediation methods shall be utilized for this remediation project. The first section covers general methods to be utilized prior to the remediation and the second section covers specific methods to be utilized throughout the remediation.

General Remediation Methods

- Comply with all Occupational Safety and Health Administration (OSHA) procedures throughout the entire remediation project. In addition, OSHA regulations require that employers protect their workers from asbestos exposure during renovation and construction activities.

- Secure the work area(s) from access by building occupants, staff and employees, other contractors, and the public prior to the start of remediation activities. Only TDSHS licensed or registered mold contractor, consultant, and worker personnel can enter the remediation containment area(s) between the start date specified on the TDSHS notification and the date written clearance is achieved. Accomplish this, where possible, by locking doors, windows, or other means of access to the work area(s); by scheduling work for periods of time that the building is unoccupied or by constructing temporary wood stud and plywood barriers where necessary. Periodically re-inspect the perimeter for any breaches that may allow for work area entry. **In addition, post signs advising that a mold remediation project is in progress at all accessible entrances to remediation areas of the building in accordance with 25 TAC 295.322(e)**.

- Construct a full negative pressure containment(s) utilizing two (2) layers of **6-mil polyethylene sheeting** to fully enclose the building materials to be remediated in accordance with the containment section below. Construct the containment(s) to ensure that any additional mold damaged materials can be remediated without the need to construct additional containments. The contractor will construct the containment in such a manner as to isolate the remediation area from the other non-remediation areas.

- A TDSHS Licensed Mold Remediation Contractor shall supervise all remediation activities to verify that containment practices and work procedures are performed per current TDSHS *Mold*

Mold Consultant: 

Assessment and Remediation Rules, current applicable guidelines, and current industry practices. Documentation of work procedures is a key quality assurance performance indicator. Lists of documents to be kept onsite throughout the remediation project shall include the following:

- Copy of daily sign in/out log for each mold remediation area. This log should include the date, the name, the employee ID number, and times of entrance and exit of each person performing work inside the remediation area.
- Mold Remediation Work Plan and Mold Remediation Protocol.
- Asbestos Survey if applicable.
- Photographs of work progress and methods used.
- Personnel Qualifications and a list of names for all contractor employees involved in the mold remediation project.
- Temperature and Humidity Logs.
- Documentation stating that containment(s) was under negative pressure during the entire remediation project.
- Records of HEPA Air Filtration Device filter changes, maintenance, and filtration efficiency measurements.
- Specification of containment and debris removal pathway design.
- List of all equipment used.
- List of all Personal Protective Equipment (PPE) used.
- Copy of written respiratory protection program.
- Copies of documentation of respirator fit tests, respirator training, and a pulmonary function test for each worker.
- Material Safety Data Sheets (MSDS) of all chemicals or biocides used in the remediation.

- Clean and seal/block air duct openings associated with the HVAC system in the remediation areas with critical barriers consisting of one (1) layer of **6-mil polyethylene sheeting** and duct tape.

- Monitor and log humidity levels within the remediation areas of the building to ensure that the relative humidity remains below sixty (60) percent. If needed, install dehumidifiers to reduce possible secondary fungal growth. Ensure that each dehumidifier condensate pan does not overflow. Leave any dehumidifier(s) in place until the Mold Assessment Consultant receives and interprets the clearance results and notifies the client and remediation contractor in writing that the clearance criteria have been met. **It will be necessary to leave operating dehumidifiers within the building until the HVAC system(s) is re-commissioned (if previously decommissioned) to maintain the relative humidity levels below 60%.**

- Prior to initiating any remediation, determine the best available path to remove the building material debris from the work areas.

- Where applicable, remove and store contents within the debris removal pathway in an area that will be sealed off and unaffected during the remediation and debris removal processes. Clean contents utilizing HEPA vacuuming for all porous materials, and HEPA vacuuming combined

Mold Consultant: 

with damp wiping with water and mild detergent solution for all non-porous materials prior to removal. If there is not an appropriate area within the building, then store the items offsite. Ensure that all contents are dry prior to storage.

Specific Remediation Methods

- Ensure that the existing flooring surfaces within all work areas and debris removal pathway that are not to be removed are not damaged or contaminated during the remediation process. HEPA vacuum and then cover these floor areas with one (1) layer of **6-mil polyethylene sheeting** before preparation begins and maintain these protective barriers throughout the entire remediation and tear down processes.

- Using the appropriate standard of care, remove and discard the contaminated building materials with visible mold damage **in accordance with the Table on Page 2 of this Remediation Protocol**. Remove the damaged materials a minimum of two (2) feet beyond any visible mold or water damage.

- HEPA vacuum, wire brush, and damp wipe with a mild solution of detergent in water (or 10% bleach in water) the remediated surfaces until they are visibly clean.

- During removal of building materials, the licensed remediation contractor shall either clean or remove any adjoining surfaces or sub-surface materials identified with possible mold contamination or water damage. Mold-contaminated porous or semi-porous materials that cannot be thoroughly cleaned and decontaminated shall be removed and discarded. **In addition, carefully remove and discard any materials with wood rot**.

Removal and Disposal Methods

- Remove the mold-contaminated materials described above. Immediately double-wrap or place the materials in 6-mil polyethylene bags and seal them. Place sealed bags in a second 6-mil polyethylene bag and seal. All bagging and wrapping of contaminated materials must be completed inside the negative pressure containment area, including damaged content items.

- Dispose of all used polyethylene sheeting, tape, cleaning materials and disposable protective clothing as mold-contaminated waste materials.

- All double bagged / wrapped material shall be HEPA vacuumed and damp-wiped with plain water prior to removal from the containment area through the decontamination chamber.

- Transport double-bagged material to a dumpster or other appropriate waste transportation vehicle secured from unauthorized access.

- After removal of mold-contaminated materials, thoroughly HEPA vacuum all surfaces within the remediation areas until no visible debris can be found.

- Decontaminate all equipment and remove it from the remediation areas. Equipment that cannot be decontaminated shall be double-bagged in 6-mil polyethylene bags and properly discarded. HEPA equipped air filtration machines must remain intact and operational throughout the post-remediation assessment and clearance processes.

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PERSONAL PROTECTIVE EQUIPMENT (PPE)

At a minimum, the following items shall be required to be worn always during remediation activities. **The Mold Remediation Contractor is responsible for providing each remediation worker the proper PPE, and for ensuring that each remediation worker properly dons the selected PPE**. Personnel required to wear respiratory protection shall be fit tested for the specific type of respirator being worn, have a copy of a written Physician's Written Opinion on site, and have some form of respiratory training in accordance with 29 CFR 1910.134. The Mold Remediation Contractor shall also have a written respiratory protection program on site during the project.

- The minimum respiratory protection will be half-face air-purifying respirators equipped with HEPA cartridges. Air-purifying respirators must be NIOSH approved.

- Protective clothing shall include full body disposable coveralls with disposable hood (separate or integral to the coverall) and foot coverings (reusable footwear, 18-inch-high boot type disposable foot coverings or foot coverings integral to the coverall).

- Goggles shall be worn for eye protection unless wearing a full-face respirator.

- Rubber gloves, as appropriate to the job task, shall be worn during removal of any contaminated material or cleaning of any contaminated items or structural members.

CONTAINMENT PROCEDURES

This project shall utilize a full negative pressure containment(s) to remediate the contaminated building materials as specified in the Table on Page 2 of this Remediation Protocol. **The Mold Remediation Contractor must specify containment locations in the Mold Remediation Work Plan. Multiple containments may be utilized to complete the remediation project.** The containment(s) shall consist of the following:

- Containment requirements will follow procedures designed for **Full Containment** as outlined in the Environmental Protection Agency's (EPA) *Mold Remediation in Schools and Commercial Buildings*.

- Two (2) layers of **6-mil polyethylene sheeting** shall be used to create a barrier between the mold remediation areas and other parts of the building. Where feasible, an observation window(s) shall be installed for each containment area and constructed of plexiglass that measures approximately 18 inches by 18 inches. The bottom of the window(s) shall be at a reasonable viewing height from the floor outside the work area(s).

- A two chamber/decontamination chamber shall be constructed at each containment utilizing two (2) layers of **6-mil polyethylene sheeting** for entry into and exit from the remediation areas. The entryways to the chamber from the outside and from the chamber to the main containment area shall consist of a slit entry with covering flaps on the outside surface of each slit entry. The chamber shall be large enough to hold a waste container and allow a person to put on and remove PPE. All contaminated PPE, except respirators, shall be placed in a sealed bag while in this chamber. Respirators shall be worn until the remediation workers are outside the decontamination chamber. PPE must be worn throughout the final stages of HEPA vacuuming and damp-wiping of the remediation areas. PPE must also be worn during HEPA vacuum filter changes or cleaning of the HEPA vacuum.

Mold Consultant: 

- All openings such as ceiling openings, doorways, and plumbing and electrical penetrations within the remediation areas must be sealed with critical barriers consisting of two (2) layers of **6-mil polyethylene** sheeting to minimize the migration of contaminants to other parts of the building.

- **This project will require HEPA filtered negative air/air scrubbing machines, for continuous negative air filtration throughout the gross removal and final cleaning phases, and for air scrubbing (see the *Preparation for Clearance* section below). The remediation/containment areas must be maintained under negative pressure relative to the surrounding areas of the building throughout the gross removal and final cleaning activities utilizing a HEPA filtered negative air machine(s) exhausted to the outside / exterior of the building. In areas where outside exhaust is not feasible, the exhaust shall be directed to an unoccupied/isolated area within the building adjacent to the containment. The area must be isolated from the rest of the building with two (2) layers of 6-mil polyethylene critical barriers and will be included in the remediation contractor's final cleaning and air scrubbing procedures. When applicable, a separate HEPA equipped air filtration machine must be in operation within the isolated area to scrub the air throughout remediation and post-remediation and clearance procedures. In addition, the room or isolated area will be included in the Mold Assessment Consultant's post-remediation assessment and clearance inspection and testing procedures**.

- If requested by the client, notify the Mold Assessment Consultant for inspection of the containment preparations before removal of any mold-contaminated material occurs. The consultant may make containment modifications suited to actual site conditions.

CLEARANCE PROCEDURES AND CRITERIA

Preparation for Clearance

- Assure that all remaining building materials within the remediation areas and adjacent areas are thoroughly dry. Run enough dehumidifiers in the remediation areas and adjacent areas within the building, if needed, to maintain the relative humidity below sixty (60) percent. Direct dehumidified air to areas that may still contain moisture. Document humidity measurements throughout the project utilizing log sheets.

- Leave all containments, airlock doorways, and critical barriers in place.

- Where applicable, wall cavities must be left exposed to allow for visual inspection and, if necessary, sampling of the exposed wall cavities, and to allow the dehumidifiers to keep the wall cavities dry.

- U.S. Environmental Protection Agency (EPA) registered disinfectants, biocides, and antimicrobial coating products may be utilized by the Mold Remediation Contractor as long as all products used are registered by the EPA, MSDS sheets for each product are present on site, any coating utilized is a clear finish application, and each product is used in accordance with the manufacturer's instructions. **In addition, if the Remediation Contractor chooses to use such a product, he / she must take into consideration the potential for occupant sensitivities and possible adverse reactions to chemicals that have the potential to be off gassed from surfaces coated with the product**.

Mold Consultant: 

- **Following gross removal and final cleaning within each remediation area, run an appropriate number of appropriately sized HEPA air filtration devices to scrub the air (not in the negative pressure mode, i.e. not vented to the outside of the building) inside the remediation areas – and adjacent isolated exhaust areas if applicable – for a <u>minimum</u> period of twenty-four (24) continuous hours. The HEPA machine(s) used in negative pressure exhaust mode may be shut down following gross removal and final cleaning. The air scrubber(s) shall remain in operation until passing clearance is achieved and the client and the remediation contractor receive written notice from the Mold Assessment Consultant that clearance has been achieved.**

Clearance Criteria

- The Mold Assessment Consultant shall conduct a post-remediation assessment using visual observations, procedural audits, and analytical methods.

- The post-remediation assessment shall be performed while the containment(s) is still in place. **Multiple clearance site visits may be conducted for projects involving multiple containments and phased clearance assessments**. **These containments may be cleared in multiple phases and each containment may be torn down / removed separately in phases following each written passed clearance statement from the Consultant if applicable**.

- The post-remediation assessment(s) shall determine whether the remediation areas are free from visible mold and wood rot and if the work has been completed in compliance with the mold remediation protocol submitted by the consultant and the mold remediation work plan submitted by the remediation contractor. In addition, the post-remediation assessment shall determine to the extent feasible (and if repairs have been previously conducted) that the underlying cause of the mold has been remediated so that it is reasonably certain that the mold will not return from the remediated cause.

- Visual observations and a procedural audit shall be conducted prior to the collection of any mold samples to determine whether the mold remediation protocol has been followed during the remediation. The procedural audit shall consider the observations made and any measurements conducted during on-site visits that the Consultant conducts during the remediation.

- Spore trap air sample(s) will be collected inside of each containment and within any other work area at the discretion of the Consultant, as well as a minimum of two (2) spore trap air sample outdoors for comparison. The results of the spore trap air samples collected inside the containment(s) and in any other work area must be consistent with and comparable to those found in the outdoor air and will be interpreted by the Consultant using professional judgment. Inconsistencies in the sample results that indicate there is residual mold contamination in the indoor air as compared to the outdoor air will cause the project to fail clearance.

- Surface samples will be collected at the discretion of the Consultant, from cleaned horizontal or vertical surfaces, or where suspect mold contamination is observed during the visual inspection of the remediation area(s). If an elevated concentration of mold spores is detected as interpreted by the Consultant using professional judgment, then the project will fail clearance.

- **If any of the visual, procedural audit, and analytical testing criteria for clearance is not met, then the project will not pass clearance.**

Mold Consultant: 

- **The Mold Remediation Contractor is responsible for paying for any / all failed clearance assessments, requiring two (2) or more site visits for follow-up clearances. The contractor will be invoiced and shall make payment for additional (2 or more) clearance assessments directly to ESESIS. See the information and associated costs below for failed clearances and contractor responsibilities:**

    1. If the Mold Remediation Contractor fails the post remediation visual clearance due to visible debris, mold, and/or wood rot then the contractor will be responsible for the cost of the post remediation visual clearance. The post remediation visual clearance cost for initial and subsequent post remediation visual clearance failures will be at a cost of **$250.00 each**. If failure occurs of the post remediation visual clearance, no air or surface sampling will be performed at that time.

    2. Upon passing the post remediation visual clearance the post remediation analytical testing will be performed. If failure occurs of an initial or subsequent post remediation analytical testing, the Mold Remediation Contractor will be responsible for payment of **$125.00** for each surface swab or air sample failed including the outdoor baseline samples associated with failed air sampling, until clearance is passed.

- **The owner is only financially responsible for one (1) passing clearance and associated air and surface samples per containment.**

- Reconstruction and re-occupancy activities of the remediation areas shall not begin until the Consultant receives and interprets the mold clearance sample results and provides the client and the remediation contractor written verification that the visual inspection and sample results have met the clearance criteria.

- **The Licensed Mold Remediation Contractor shall be responsible for providing a completed and signed Texas Department of Insurance *Certificate of Mold Damage Remediation* to the client in accordance with the Texas Mold Assessment and Remediation Rules following its receipt from the Mold Assessment Consultant**.

Sincerely,

Chadwick M. Cole

254-733-1160

Licensed Mold Assessment Consultant- Texas Department of State Health Services LICENSE #MAC1031

Mold Consultant: 

Appendices

Technical Details and Attachments

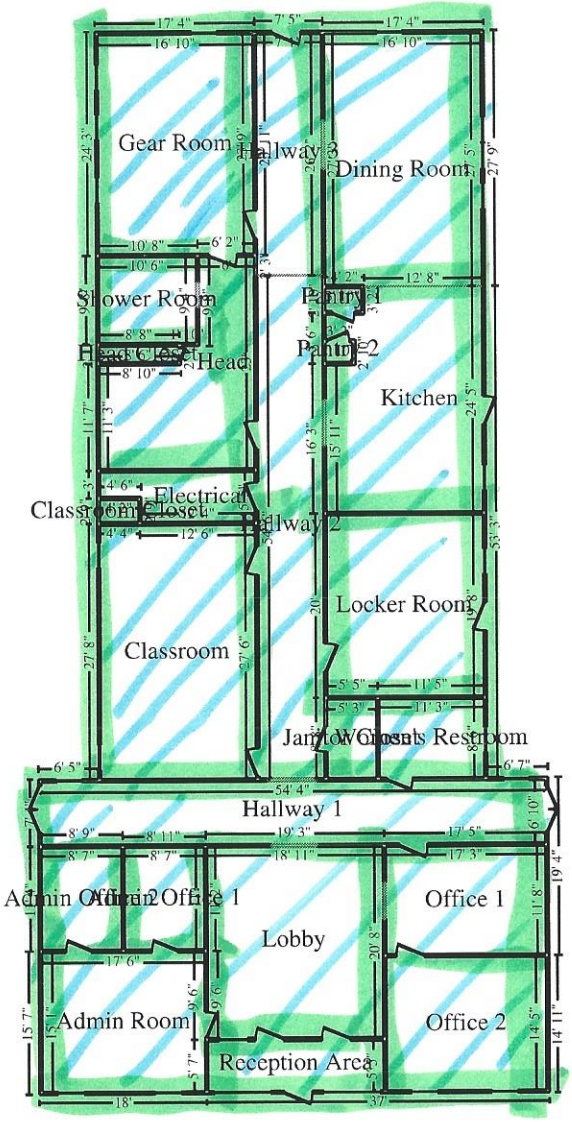
Appendix 1: Mold Remediation Drawings

Appendix 2: Asbestos Project Specification

Mold Consultant: 

Appendix 1: Mold Remediation Drawing

Mold Consultant: 



Mold Remediation

MAC 1031

Ceilings to be removed

Walls to be removed

N

Main Level

Appendix 2: Asbestos Project Specification

Mold Consultant: 

ASBESTOS PROJECT SPECIFICATIONS

FOR ASBESTOS ABATEMENT AT
Fire Station
1701 Bluebonnet Parkway
McGregor, TX 76657

9/9/2021

PREPARED

BY

CHARLES STAFFELD
10-5691 (01/24/2022)

ESESIS ENVIRONMENTAL PARTNERS, CORP.
PO BOX 889
Elm Mott, TX 76640
800-231-2988

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
LICENSES:

ASBESTOS INDIVIDUAL CONSULTANT
10-5691
ASBESTOS CONSULTANT AGENCY
10-0340

Mold Consultant: 

SCOPE OF WORK:

This specification covers the abatement of asbestos containing materials from building structures and components listed. It is the intent of the Contract Documents to show all the work necessary to complete the Project.
Asbestos abatement is to be performed at **1701 Bluebonnet Parkway McGregor, TX 76657**
The work consists of: Removal of asbestos containing building materials.

ANY CHANGE ORDERS WILL BE APPROVED BY THE CONSULTANT AND CLIENT IN WRITING PRIOR TO ANY WORK. WORK CONDUCTED PRIOR TO WRITTEN APPROVAL IS SUBJECT TO NON-PAYMENT.

All work is to be completed following these specifications and all applicable Federal, State of Texas and Local regulations.

I. A Working airless sprayer is to be used on jobsite for removal activities and for lockdown.
II. **Containment#1**-Removal of asbestos containing floor tile & mastic **(2 layers) on wood floor** in Gear Room, Classroom, Hall#1, Locker Room, Kitchen, Dining, Hall#2, Office#1, Office#2, Admin Offices, Lobby, Reception, Entry, and Entry Foyer. Approximately 4,500 square feet. Note: Carpet Overlay is present in Equipment Room#1 and in the classroom. In additional Floor Leveling compound is present in the containment areas under the flooring.
III. Prep in areas of removal will consist of 1-layers of 6-mil poly on walls, 5 feet high, and 1-layer of 6-mil poly at critical barriers.
IV. The contractor may conduct exterior and secondary prep of critical barriers to ensure negative pressure is maintained.
V. **The consultant will collect and analyze required OSHA personal sampling on this site for abatement. This fee is $150.00 per day and is to be paid to the consultant on or before the time the contractor is to be approved for payment of abatement activities.**
VI. A Manometer **with printing capabilities** is not required on this project. The manometer must have a working alarm to alert negative pressure drop below the negative .02 inches.
VII. An Operating three-stage decontamination unit for each containment will be operable prior to any manipulation of asbestos containing materials, in each containment, and remain in operation with appropriate negative pressure until such time final air clearances is attained.
VIII. **6-mil Clear poly bags only shall be used by contractor for bagging of asbestos containing materials.**
IX. **All Poly used on project will be True mill, or equivalent, not contractor grade.**
X. Crew size is a maximum of ten, including supervisor. One operating shower per crew is to be operational at start of shift. (Example: 1-10=1 shower, 11-20= 2 showers, etc.)
XI. **SITE SECURITY IS THE RESPONSIBILITY OF THE ABATEMENT CONTRACTOR.**
XII. **Any crew change to include more than ten persons must have prior approval from consultant. Crews that consist of more than ten persons will necessitate additional air monitor/project personnel. Consultant shall be contacted no later than 24 hours prior to anticipation of change.**
XIII. **Shift will be a maximum of ten hours unless prior approval is given by consultant. This request must be made in time for Building Owner to make decision as to payment of services.**
XIV. There will be a minimum of three baseline samples collected and analyzed by PCM, the decision to analyze or archive will be made by the Consultant.
XV. A Minimum of three final air clearances will be analyzed by PCM and the clearance level will be **<.01f/cc** on **all** individual cassettes collected from each containment.

CHARLES STAFFELD Texas Department of State Health Services 10-5691

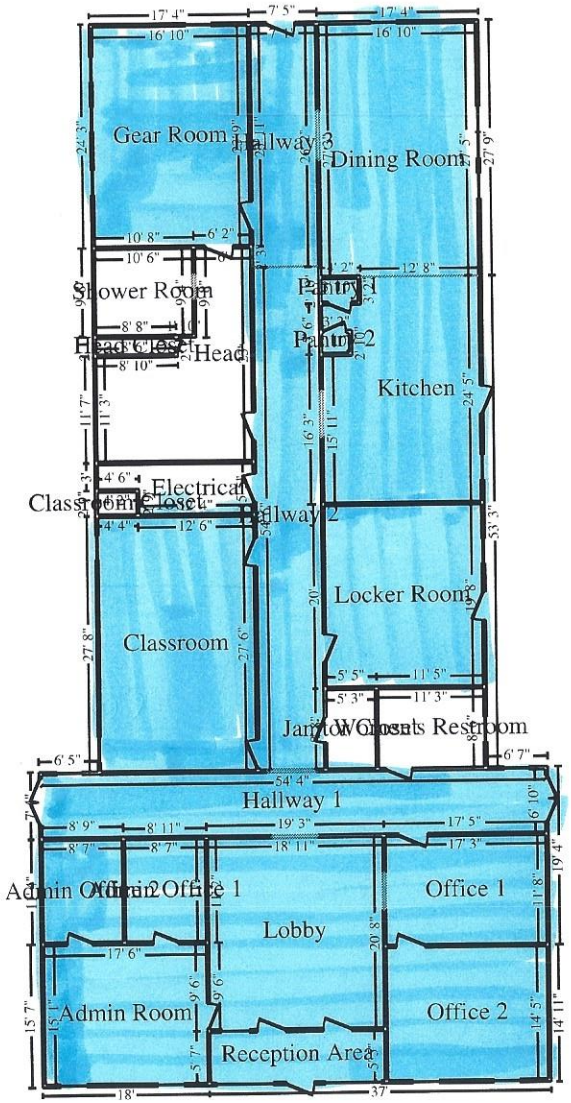
Mold Consultant: 

Drawing:

See Attached

CHARLES STAFFELD Texas Department of State Health Services
10-5691

Mold Consultant: 



Asbestos to be removed Flooring

N

Main Level

ESESIS
Environmental Partners, Corp

ASBESTOS SURVEY

1701 Bluebonnet Pkwy., McGregor, TX 76657

Completion date: May 21, 2021

PERFORMED BY:
Chad Cole

Asbestos Consulting Agency License # 10-0490

Charles Staffeld
Texas Department of State Health Services
Individual Asbestos Consultant
10-5691 (01/24/2022)

Chad Cole
Department of State Health Service
Asbestos Individual Management Planner
20-5607 (07/13/2022)

Chris Bolton
Department of State Health Services
Asbestos Inspector
60-2359 (12/03/2021)

Charles Thorn
Department of State Health Services
Individual Asbestos Consultant
10-5047 (12/28/2021)

Josh Small
Department of State Health Services
Asbestos Inspector
60-3614 (09/20/2021)

Christian M. Garibay
Department of State Health Services
Asbestos Inspector
60-3927 (04/08/2023)

Corporate Headquarters-Mailing-PO Box 889, Elm Mott, TX 76640-0089
Physical Address – 547 N. Connally Dr, Elm Mott, TX 76640
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Statewide-Serving Texas & Louisiana
kdavidson@esesis.net<>www.esesis.net

ASBESTOS SURVEY

ESESIS Environmental Partners Corp. performed an asbestos sampling inspection for asbestos at **1701 Bluebonnet Pkwy., McGregor, TX 76657.**
This inspection was performed by **Chad Cole,** a Texas Department of State Health Licensed Asbestos Individual Management Planner, of ESESIS Environmental Partners Corp. Completion date for this inspection was **May 21, 2021.**

ACM are assessed as being friable or non-friable. Friable ACM can be pulverized into dust by finger pressure, when dry. ACM that is friable has a higher potential for fiber release than the non-friable variety. The EPA has defined ACM as any material with an asbestos content of greater than one percent (1%).

Suspect asbestos containing materials have been divided into the following categories:

Surfacing Materials	Troweled on texture and spray-on ceilings.
Thermal Insulation	Pipe and boiler insulation.
Miscellaneous Material	Floor tile - sheet goods, ceiling tile, sheetrock, joint compound, etc.

This inspection was an AHERA like inspection and was conducted as such. Materials not sampled during this inspection include concrete, wood, metal doors, in-place electrical wiring and other hidden and/or inaccessible components and materials. No destructive sampling was conducted. The sampling was limited to those areas visible and accessible on interior surfaces of the structure. A total of **forty-two (42) layered samples** were taken and analyzed. Every room or unit was not sampled. Representative samples were collected from material that was assumed to be homogeneous based on outward appearance. **Due to the inspection being non-destructive, ESESIS is not responsible for suspect ACM that may exist behind concealing walls, above hard ceilings (i.e. sheetrock/plaster), in chases, inaccessible areas, etc.**

LIMITATIONS

This document is prepared for the exclusive use of our client as an Asbestos Survey to provide guidelines in location and handling asbestos materials for the property located at:
1701 Bluebonnet Pkwy., McGregor, TX 76657
The procedures utilized to gather the data upon which this report is based, as well as the preparation of this report, were performed in accordance with generally accepted practices and principles of the Asbestos Consulting industry, and with the same degree of care, skill, and accuracy generally used by professionals in the industry, under the same or similar conditions within the geographic area in which this investigation was conducted.

The opinions, observations, findings and recommendations contained in this report were based on professional judgment of the data obtained during investigation of the site and results of bulk analysis of samples collected. ESESIS Environmental Partners Corp and retained consultants represent that they utilized due diligence and reasonable care to conduct an evaluation of the asbestos considerations and to designate and define areas of asbestos concern.

ESESIS Environmental Partners Corp and retained consultants cannot assume responsibility for determining, locating or reporting concealed, latent or hidden environmental concerns which are not reasonably apparent to ESESIS and other retained professional personnel in conducting its inspection or discovered during testing of the samples.

This report is not intended to convey the opinion that the site contains no other hazardous or toxic material beyond that observed or found by ESESIS Environmental Partners Corp and retained consultants during the site investigation and analysis of bulk samples analyzed.

This report shall be addressed to owner and may be relied upon by him and his respective attorneys, officers, direct heirs, assigns and representatives as applicable.

Other than indicated above, ESESIS Environmental Partners Corp. and retained consultants make no other warranty, expressed or implied, regarding any report generated; the work performed by ESESIS Environmental Corp and retained consultants during investigations of the site, analyzation of samples or the preparation of this report.

SAMPLE ANALYSIS

The asbestos samples were analyzed by EMSL Analytical, Inc. using Polarized Light Microscopy (PLM) with dispersion staining techniques in accordance with the EPA's "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", (40 CFR, Part 763, Sub-part F, Appendix A) EMSL is NVLAP accredited and licensed by the Texas Department of Health, License #600111-0.

REVIEW OF BUILDING CONSTRUCTION

Construction plans for the remodeling were not available for review. The construction of the building and contained rooms, facilities and mechanical appeared to conform to typical design for building uses of this type and as such, it is likely that standard and available building materials were used for the time the building and subsequent modifications were made.

REVIEW OF SUSPECT ASBESTOS MATERIALS

A visual inspection of exposed and accessible building materials was made of the subject facility, where available. The purpose of the inspection was to identify any suspect ACM in readily visible areas of the structure and of the areas that will be affected by any planned renovations or repairs. This report is an AHERA designed report and samples were collected that, in the opinion of the inspector, were homogeneous.

SUSPECT MATERIALS SUMMARY

During the inspection, **forty-two (42)** layered samples were collected from **eight (8)** homogeneous area materials suspected to contain asbestos. The following table lists the suspect materials sampled, sample locations, and laboratory results:

Homogeneous Area	Locations	Materials	Sample Numbers	Asbestos Content
1	Flooring System Mess Hall	Gray Linoleum Yellow Mastic	01 – 03	None Detected
2	Wall System Locker Room Mess Hall Equipment Room Training Room	Brown/ Gray/ White Texture	04 - 06	None Detected
3	Ceiling System Locker Room Mess Hall Equipment Room Training Room	White/ Beige Ceiling Tile	07 – 09	None Detected
4	Flooring System Locker Room Mess Hall Equipment Room Training Room	White/ Beige Floor Tile Black Mastic	10 – 12	White/ Beige Tile- 3% Chrysotile Black Mastic- 5% Chrysotile

Homogeneous Area	Locations	Materials	Sample Numbers	Asbestos Content
5	Flooring System Locker Room Mess Hall Equipment Room Training Room	Green Floor Tile Black Mastic/ Felt	13 – 15	Green Floor Tile- 8% Chrysotile Black Mastic/ Felt- 4% Chrysotile
6	Thermal System Locker Room Mess Hall Equipment Room Training Room	White Insulation	16 – 18	None Detected
7	Flooring System Kitchen	Brown Linoleum Gray/ Beige Mastic/ Leveler	19 – 21	None Detected
8	Thermal System Locker Room Mess Hall Equipment Room Training Room	White/ Silver Wrap Yellow Insulation	22 – 24	None Detected
9	Thermal System Locker Room Mess Hall Equipment Room Training Room	Brown/ Gray/ White Insulation	25 - 27	None Detected

OBSERVATIONS

Due to the inspection being non-destructive, ESESIS is not responsible for suspect ACM that may exist behind concealing walls, above hard ceilings (i.e. sheetrock/plaster), in chases, inaccessible areas, etc.

Materials tested that were found to contain asbestos in amounts >1%,

1. **Flooring System Locker Room, Mess Hall, Equipment Room, Training Room - White/ Beige Floor Tile and Black Mastic**
2. **Flooring System Locker Room, Mess Hall, Equipment Room, Training Room- Green Floor Tile, Black Mastic/ Felt**

- **Asbestos Containing Material as listed above in Conclusions is only to be manipulated by a Texas Department of Health Licensed Asbestos Abatement Contractor. Asbestos Abatement must be under the supervision of a Texas Department of Health Licensed Asbestos Consultant, who will produce a Project Specification and conduct appropriate Air Monitoring and Project Management.**

- **Please feel free to contact our in-house asbestos consultant Charles Staffeld 254-498-4320 or Chad Cole 254-733-1160 for further information.**

- The Texas Department of State Health Services Asbestos Abatement/Demolition Notification form combines the requirements of the National Emission Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) http://www.dshs.state.tx.us/asbestos/laws-rules.aspx and the Texas Asbestos Health Protection Rules (TAHPR) http://www.dshs.state.tx.us/asbestos/laws-rules.aspx. Both regulations require that a notification be submitted before beginning **renovation** projects which include the disturbance of any asbestos-containing building material in a public building or the disturbance of the NESHAP threshold amount of asbestos-containing material in a facility. A notification form is required before the **demolition** of a building or facility, even when no asbestos is present. The Asbestos Abatement/Demolition Notification form must be submitted online, or postmarked by mail, at least 10 working days (not calendar days) prior to the project start date.

ASBESTOS
SAMPLE ANALYSIS RESULTS

Sample No.	Location / Material	Results

1. SEE ATTACHED LABORATORY REPORTS & Chain of Custody

OrderID: 152103594

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

152103594

PHONE:
FAX:

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1-3	Linoleum Mess Hall		
4-6	WALLS Textured Hallway		
7-9	Ceilingtile		
10-12	Floortile white + Mastic	Top layer	
13-15	Bottom layer Floortile + mastic		
16-18	Elbow in insulation		
19-21	kitchen linolium		
22-24	Pipe insulation		

*Comments/Special Instructions:

1701 Bluebonnet Parkway, McGregor TX

72 hour / PLM EPA 600/R-93/116 (<1%) AZ 5/18/21

4 of 4 ESESIS Environmental Page 1 of 1 pages

Controlled Document – Asbestos COC – R10 – 05/09/2016

ESES50

5/18/21 10:35am

EFX: 616145500445

EMSL Analytical, Inc.

5950 Fairbanks N. Houston Rd. Houston, TX 77040

Tel/Fax: (713) 686-3635 / (713) 686-3645

http://www.EMSL.com / houstonlab@emsl.com

EMSL Order:	152103594
Customer ID:	ESES50
Customer PO:	
Project ID:	

Attention:	Chad Cole	**Phone:**	(254) 733-1160
	ESESIS Environmental Partners Corp	**Fax:**	(254) 829-1478
	PO Box 889	**Received Date:**	05/18/2021 10:35 AM
	Elm Mott, TX 76640	**Analysis Date:**	05/20/2021
		Collected Date:	
Project:	1701 Bluebonnet Parkway, McGregor, TX		

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
1-Linoleum *152103594-0001*	Linoleum Mess Hall	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
1-Mastic *152103594-0001A*	Linoleum Mess Hall	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Linoleum *152103594-0002*	Linoleum Mess Hall	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
2-Mastic *152103594-0002A*	Linoleum Mess Hall	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3-Linoleum *152103594-0003*	Linoleum Mess Hall	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
3-Mastic *152103594-0003A*	Linoleum Mess Hall	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 *152103594-0004* *Inseparable paint / coating layer included in analysis*	Walls Textured Hallway	Brown/Gray/White Fibrous Heterogeneous	60% Cellulose	20% Ca Carbonate 20% Non-fibrous (Other)	None Detected
5 *152103594-0005* *Inseparable paint / coating layer included in analysis*	Walls Textured Hallway	Brown/Gray/White Fibrous Heterogeneous	60% Cellulose	20% Ca Carbonate 20% Non-fibrous (Other)	None Detected
6 *152103594-0006* *Inseparable paint / coating layer included in analysis*	Walls Textured Hallway	Brown/Gray/White Fibrous Heterogeneous	60% Cellulose	20% Ca Carbonate 20% Non-fibrous (Other)	None Detected
7 *152103594-0007*	Ceiling Tile	White/Beige Fibrous Homogeneous	40% Cellulose 20% Min. Wool	40% Non-fibrous (Other)	None Detected
8 *152103594-0008*	Ceiling Tile	White/Beige Fibrous Homogeneous	40% Cellulose 20% Min. Wool	40% Non-fibrous (Other)	None Detected
9 *152103594-0009*	Ceiling Tile	White/Beige Fibrous Homogeneous	40% Cellulose 20% Min. Wool	40% Non-fibrous (Other)	None Detected
10-Floor Tile *152103594-0010*	Floor Tile White & Mastic Top Layer	White/Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
10-Mastic *152103594-0010A*	Floor Tile White & Mastic Top Layer	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
11-Floor Tile *152103594-0011*	Floor Tile White & Mastic Top Layer	White/Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile

Initial report from: 05/20/2021 17:52:53

EMSL Analytical, Inc.
5950 Fairbanks N. Houston Rd. Houston, TX 77040
Tel/Fax: (713) 686-3635 / (713) 686-3645
http://www.EMSL.com / houstonlab@emsl.com

EMSL Order: 152103594
Customer ID: ESES50
Customer PO:
Project ID:

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
11-Mastic *152103594-0011A*	Floor Tile White & Mastic Top Layer	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
12-Floor Tile *152103594-0012*	Floor Tile White & Mastic Top Layer	White/Beige Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
12-Mastic *152103594-0012A*	Floor Tile White & Mastic Top Layer	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
13-Floor Tile *152103594-0013*	Bottom Layer Floor Tile & Mastic	Green Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
13-Mastic/Felt *152103594-0013A*	Bottom Layer Floor Tile & Mastic	Black Fibrous Homogeneous	30% Cellulose	66% Non-fibrous (Other)	4% Chrysotile
14-Floor Tile *152103594-0014*	Bottom Layer Floor Tile & Mastic	Green Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
14-Mastic/Felt *152103594-0014A*	Bottom Layer Floor Tile & Mastic	Black Fibrous Homogeneous	30% Cellulose	66% Non-fibrous (Other)	4% Chrysotile
15-Floor Tile *152103594-0015*	Bottom Layer Floor Tile & Mastic	Green Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
15-Mastic/Felt *152103594-0015A*	Bottom Layer Floor Tile & Mastic	Black Fibrous Homogeneous	30% Cellulose	66% Non-fibrous (Other)	4% Chrysotile
16 *152103594-0016*	Blown-in Insulation	White Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
17 *152103594-0017*	Blown-in Insulation	White Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
18 *152103594-0018*	Blown-in Insulation	White Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
19-Linoleum *152103594-0019*	Kitchen Linoleum	Brown Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
19-Mastic/Leveler *152103594-0019A*	Kitchen Linoleum	Gray/Beige Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
20-Linoleum *152103594-0020*	Kitchen Linoleum	Brown Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
20-Mastic/Leveler *152103594-0020A*	Kitchen Linoleum	Gray/Beige Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
21-Linoleum *152103594-0021*	Kitchen Linoleum	Brown Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
21-Mastic/Leveler *152103594-0021A*	Kitchen Linoleum	Gray/Beige Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
22-Wrap *152103594-0022*	Pipe Insulation	White/Silver Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (Other)	None Detected

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EMSL Order: 152103594
Customer ID: ESES50
Customer PO:
Project ID:

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
22-Insulation *152103594-0022A*	Pipe Insulation	Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
23-Wrap *152103594-0023*	Pipe Insulation	White/Silver Fibrous Heterogeneous	40% Cellulose 10% Glass	50% Non-fibrous (Other)	None Detected
23-Insulation *152103594-0023A*	Pipe Insulation	Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
24-Wrap *152103594-0024*	Pipe Insulation	White/Silver Fibrous Homogeneous	40% Cellulose 10% Glass	50% Non-fibrous (Other)	None Detected
24-Insulation *152103594-0024A*	Pipe Insulation	Yellow Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
25 *152103594-0025* *Inseparable paint / coating layer included in analysis*	Not on COC	Brown/Gray/White Fibrous Heterogeneous	40% Cellulose	20% Ca Carbonate 40% Non-fibrous (Other)	None Detected
26 *152103594-0026* *Inseparable paint / coating layer included in analysis*	Not on COC	Brown/Gray/White Fibrous Heterogeneous	40% Cellulose	20% Ca Carbonate 40% Non-fibrous (Other)	None Detected
27 *152103594-0027* *Inseparable paint / coating layer included in analysis*	Not on COC	Brown/Gray/White Fibrous Heterogeneous	40% Cellulose	20% Ca Carbonate 40% Non-fibrous (Other)	None Detected

Analyst(s)

Jenny Drapela (28)
Rushing Leika (14)

Michelle Leggett, Laboratory Manager
or Other Approved Signatory

Initial report from: 05/20/2021 17:52:53

Applicable Certificates and Licenses

Texas Department of State Health Services

ESESIS ENVIRONMENTAL PARTNERS CORP

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 100490

Expiration Date: 09/09/2022

John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 97326

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK