



## INVITATION FOR BID (IFB)

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
PR137989-10125	8361	3/12/2021	4:00pm CST	bids@synergynnds.com

IFB Reference Information:	<b>Asbestos Abatement - Flooring</b>			
Insured Property Owner:	<b>City of Abilene</b>			
Property Location Name:	<b>Sears Recreation Center</b>			
Address Line 1:	2250 Ambler Ave.			
Address Line 2:	Enter Text Here			
City:	<b>Abilene</b>	State:	Texas	Zip Code: <b>79601</b>

**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<sup>SM</sup> 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@synergynnds.com](mailto:bids@synergynnds.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](mailto: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](mailto: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.

**\*\* THE REMAINING PART OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\***

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## **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@synergynnds.com](mailto:projects@synergynnds.com) any request or need for additional 3<sup>rd</sup> 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

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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-of-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@synergynnds.com](mailto:projects@synergynnds.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.

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**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

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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 repellent, 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.

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**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.

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**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.synergynnds.com](http://www.synergynnds.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



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## **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

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\$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

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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.

## **INVITATION FOR BID (IFB)**

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.

**\*\* THE REMAINING PART OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\***

# IFB – CONTRACTOR SUBMITTAL FORM

IFB Number	Scope Number	Closing Date	Closing Time	Return IFB Submittal
PR137989-10125	8361	3/12/2021	4:00pm EST	bids@synergyns.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	Asbestos Abatement - Flooring	PROPOSAL:	\$
IFB TITLE	Click or tap here to enter text.	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)

## PR137989 - Exhibit A

**Project Summary:** The City of Abilene Sears Recreation Center 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 contains asbestos material.

**Building Information:**

Sear Recreation Center  
2250 Ambler Ave.  
Abilene, TX 79601

**Bidding Information:**

Bids are to be returned to: [bids@synergynds.com](mailto:bids@synergynds.com)

This is a lump sum bid for all identified work:

Bid packets shall include the following:

- 1) Completed IFB Form.
- 2) All proposed materials to be used with manufacture warranty information (Where applicable).
- 3) Proposed timeline for project from beginning of project to completion.

**Work Scope:**

- Contractor shall coordinate all work with SynergyNDS.
- Contractor shall provide abatement services for removal all VCT flooring. (Approx. 3400SF)
  - 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 regards 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.
- Asbestos report has been provided at the end of this document.
- Safety Expectations:
  - Contractor shall abide by all site safety requirements.

# INVITATION FOR BID (IFB)

## PR137989 - Exhibit A

- 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](mailto:bids@synergynds.com)

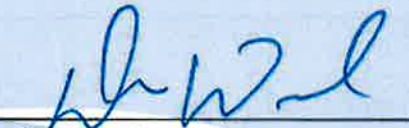
# Limited Asbestos Survey

Sears Recreation Center  
Old Clinic Side  
2250 Ambler Avenue  
Abilene, Texas

**Project Number: 7861.1**

**March 2021**

**Prepared for:**  
Service Master A-Town Hi-Tech  
4402 South Danville Drive  
Abilene, Texas 79605

**Site Inspection:**  
Donnie Windland   
Individual Asbestos Consultant  
TDSHS License #: 105844  
Exp. 09-10-22

Travis Shaffer   
Asbestos Inspector  
TDSHS License #: 603808  
Exp. 07-08-21

**Prepared by:**



**Enprotec / Hibbs & Todd**

402 Cedar, Abilene, Texas 79601  
Phone: (325) 698-5560 / Fax: (325) 690-3240  
Website: e-ht.com

PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900



Sears Recreation Center  
Old Clinic Side  
2250 Ambler Avenue  
Abilene, Texas

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Inspector's License Documents

Laboratory's License Documents

## EXECUTIVE SUMMARY

Enprotec / Hibbs & Todd, Inc. (eHT) was authorized by Service Master A-Town Hi-Tech to perform a limited asbestos survey of the Sears Recreation Center, Old Clinic Side, located at 2250 Ambler Avenue, Abilene, Texas. The Survey was limited to the Old Clinic side where pipes broke, causing water damage to the area. Based on the assessment results, the following suspect asbestos containing materials (ACM) homogeneous areas were identified:

- Drywall Gypsum Board (DWGB) with Texture and Joint Compound, located throughout the Old Clinic side;
- Cove Base with Yellow Mastic, located throughout the Old Clinic side;
- Resilient Floor Tile (RFT) (light tan) with Black Mastic, located in rooms and hallways of the Old Clinic side;
- RFT (light brown) with Yellow Mastic, located in men's restroom of the Old Clinic side; and
- RFT (marbled) with Yellow Mastic, located in women's restroom of the Old Clinic side.

The Asbestos Survey was performed on February 24, 2021 by Donnie Windland, Asbestos Consultant, license number 105844, expiration date 09/10/22 and Travis Shaffer, Asbestos Inspector, license number 603808, expiration date 7/08/21. Fifteen (15) bulk samples of suspect asbestos containing building materials (ACBMs) were collected and submitted to the laboratory for analysis.

**Based on the laboratory results, the following samples contained greater than one percent (1%) asbestos and the represented material is considered ACBMs. If a homogeneous material has one or more samples that test positive for asbestos, then all samples for that homogeneous material, are considered ACM:**

- **007, 008, 009 – ACM RFT (light tan) with ACM Black Mastic, located in rooms and hallways of the Old Clinic side.**

The ACM RFT (light tan) with ACM Black Mastic is classified as a Category I non-friable ACM in accordance with National Emission Standards for Hazardous Air Pollutants (NESHAP). There is a total of approximately 2,015 square feet (sq. ft.) of the RFT (light tan) with ACM Black Mastic, located in rooms and hallways of the Old Clinic side.

The laboratory reports are presented in Appendix B. A table presenting the laboratory results is presented in the Tables Section.

Enprotec / Hibbs & Todd, Inc. recommend the following actions:

- Prior to demolition or renovation activities, ACBMs in the areas to be disturbed should be abated by a qualified asbestos abatement contractor under monitoring and supervision of a qualified asbestos consultant.
- Tenants, employees, maintenance personnel, contractors, and others that could potentially disturb asbestos during the course of their duties should be notified of the presence and location of asbestos in accordance with Texas Department of State Health Services (TDSHS) Occupational Safety and Health Agency (OSHA) regulations, 25 Texas Administrative Code (TAC) 295.34 (b) (2) and 29 Code of Federal Regulations (CFR) 1926.1101, respectively.
- Any suspect building materials not sampled in this assessment that are encountered during demolition activities should be sampled and tested for possible asbestos content by qualified personnel prior to continuation of demolition activities.

## 1.0 INTRODUCTION:

### 1.1 Client/Facility Location

eHT was authorized by Service Master A-Town Hi-Tech to perform a limited asbestos survey of the Sears Recreation Center, Old Clinic side, located at 2250 Ambler Avenue, Abilene, Texas.

### 1.2 Scope of Work:

In general, the scope of work included the performance of an asbestos survey on all accessible suspect ACBMs associated with the Vacant Residence. The inspection was performed on February 24, 2021.

The Sears Recreation Center Building was constructed of a brick and Concrete Masonry Unit (CMU) Block building on a concrete foundation. The exterior veneer was brick. All windows and doors were metal framed. The interior walls were primarily finished with sheetrock or CMU Block. The flooring was RFT over concrete. The roof was metal.

### 1.3 Regulatory Standards:

This study was conducted based on the Final Rules for Asbestos Exposure in General Industry and Construction, issued August 10, 1994. An employer or owner may demonstrate that Presumed Asbestos Containing Material (PACM) (includes thermal system insulation, sprayed-on or troweled-on surfacing material and debris in work areas where such material is present) does not contain asbestos by having an inspection conducted pursuant to the requirements of Asbestos Hazard Emergency Response Act (AHERA) (40 CFR 763, Subpart E). Such tests shall include analysis of a minimum of three (3) bulk samples of each homogenous area of PACM collected in a randomly distributed manner. The tests, evaluation, and sample collection shall be performed by an accredited inspector or by a Certified Industrial Hygienist (CIH). The employer/building owner may demonstrate that flooring material, including associated mastic and backing, does not contain asbestos, based upon recognized analytical techniques showing that the material is asbestos free (contains 1% or less of asbestos).

State and Federal regulations require an asbestos survey be performed prior to renovation or demolition of a public or commercial building. Renovation and demolition will disturb building materials and the asbestos materials likely to be disturbed must be removed by a qualified (i.e.

certified and licensed) asbestos abatement contractor under monitoring and supervision of a qualified asbestos consultant.

Federal and State regulations only allow asbestos material to remain in-place during demolition activities under certain circumstances. The circumstances are: 1) a building is declared to be structurally unsound and in danger of collapse; or 2) regulated materials are removed, leaving only certain non-friable materials in-place. Regulated asbestos-containing materials (RACMs) are ACMs that are friable or may become friable during demolition. Materials that may remain in-place include gaskets, packings, and asphalt roofing materials that are not friable and are not in poor condition (Category 1 Non-Friable ACM), as well as other non-friable materials (Category II Non-Friable ACM) that do not have a high probability of becoming or have not already become crumbled, pulverized, or reduced to powder by forces expected to act on the Material in the course of demolition activities.

According to NESHAP [40 CFR 61.145(A)(3)], a building may be demolished with friable and non-friable ACMs in-place if the facility is being demolished under an order of a State or Local government agency, issued because the facility is structurally unsound and in danger of imminent collapse. Texas Asbestos Health Protection Rules (TAHPR) similarly stated in 25 TAC 295.61(i), "The judgement that a structure is in danger of imminent collapse or that it is unsafe for anyone to enter shall be made by a professional engineer, registered architect, or government official and as such the building would no longer meet the requirements of a public building" [25 TAC 295.32(7A)(F)]. Leaving the ACMs requires the use of wet demolition techniques and proper disposal of all the resulting debris as asbestos waste.

#### 1.4 Field Methods:

Prior to collecting bulk samples of suspect ACBM, distinct homogeneous sampling areas and specific sampling sites were defined. A homogeneous sample area can be defined as a material that is similar in appearance, color, and generally having the same episode of installation as surrounding alike material. Attempts were made in all cases to obtain representative samples of like materials, as this is the most cost-effective method for determination of ACBM. It should be assumed by the building owner, contractor, and the abatement contractors that the compositions of like materials in a single homogeneous area are the same.

As the suspect ACBM was located and identified, bulk samples were obtained and placed in labeled individual containers. The sample identification number on the containers directly corresponds with the numbers listed on the Chain-of-Custody (COC) and laboratory reports presented in Appendix B. **In the event, that during any renovation or demolition, any suspect material is encountered behind any walls or other areas that were not accessible at the time this survey was conducted, samples of these suspect materials should be collected and analyzed by qualified asbestos inspectors and laboratories, respectively.**

1.5 Assessment of Suspect ACBM:

In accordance with AHERA (October 30, 1986), verified or assumed ACBM discovered in an inspection or reinspection of a facility shall be assessed in view of past, present, or future likelihood of disturbance and may include the following:

- Location of material present;
- Condition of material: type of damage; severity of damage; and the extent or spread of damage;
- Accessibility of the materials;
- Potential for disturbance of the material;
- Known or suspected causes of damage (i.e., air erosion, vandalism, service or repair, vibration, and water);
- Preventative measures which might eliminate the possibility of undamaged ACBM from being significantly damaged; and
- Actions to be taken to protect human health.

1.5.1 Classification of ACBM: Verified ACBM are classified into one of the following categories:

- Damaged ACBM thermal system insulation;
- Significantly damaged ACBM thermal system insulation;
- Damaged friable surfacing ACBM;
- Significantly damaged friable surfacing ACBM;
- Damaged friable miscellaneous ACBM;
- Significantly damaged friable miscellaneous ACBM;

- ACBM with potential for damage;
- ACBM with potential for significant damage; and
- Remaining ACBM not fitting into categories above.

ACBM is defined as friable if the material contains more than one-percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. ACBM is defined as non-friable if the material contains more than one-percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Friable materials are more likely to become airborne, thereby increasing the potential for health hazards.

1.5.2 Prioritization: The ACBM is usually examined and prioritized according to condition, location, potential for damage, and potential or fiber release. The priorities are usually divided into the following categories:

- Low Hazard - Those non-friable materials in good condition with low potential for disturbance **(L)**.
- Moderate Hazard - Those currently non-friable or friable materials in good physical condition that have a moderate potential for disturbance or damage to make them friable and release asbestos fibers to the air **(M)**.
- High Hazard - Those friable or non-friable materials that have become friable in poor physical condition and/or likely to be disturbed by air currents, water damage, construction, or other activities which could distribute airborne asbestos fibers **(H)**.
- Immediate Hazard - Those friable or non-friable materials that have become friable, that are significantly damaged, have released material, and/or are very likely to expose unprotected persons **(I)**.

#### 1.6 Laboratory Methods:

A total of 15 bulk samples were collected from the building areas accessed. Polarized Light Microscopy (PLM) methods were utilized with dispersion-staining techniques according to US Environmental Protection Agency (EPA) Method EPA 600/R-93/116. This type of analysis requires the microscopist to take a portion of the bulk sample and treat it with a special light-refractive oil emulsion stain. This prepared slide is then subjected to a variety of tests while

being viewed under varying polarization of light.

Each type of asbestos is determined by visual estimation. Even though this is estimation, any material that contains more than one percent of any type of asbestos using the PLM method is considered an ACBM and must be handled according to OSHA and EPA regulations, if disturbed.

Friable materials may be reanalyzed using the objective point counting method. (Asbestos NESHAP Revision Final Rule to CFR 61.141). The point counting method shall take precedent when different to the standard PLM method.

The samples were submitted to Moody Labs in Farmers Branch, Texas for analysis. This laboratory is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory and licensed by the TDSHS.

#### 1.7 Response Actions:

The following four (4) basic response actions are options for each type of ACBM:

- Operations and Maintenance - Requires maintenance of the material in an undamaged condition. This includes the repair or removal of damaged materials, record keeping, worker training, re-inspection, prevalent level air monitoring, and documentation in a comprehensive Operations and Maintenance Program (O&M) specific to the building.
- Encapsulation - Requires sealing of the exposed surface of the ACBM with a bridging-type encapsulant or conversion from a friable to non-friable status with penetrating type encapsulant. Encapsulation work must be conducted under conditions which control the release of asbestos fibers into the building areas.
- Enclosure - Requires isolation of the ACBM behind or within air-tight barriers of gypsum wallboard, plyboard, etc. Enclosure work must be conducted under conditions which control the release of asbestos fibers into the building areas.
- Removal - Requires removal and disposal of the ACBM under full asbestos abatement conditions by licensed asbestos abatement contractors.



## 2.0 Survey Findings:

The following findings are based on site investigations performed on February 24, 2021. This asbestos survey was performed in accordance with the Texas Asbestos Health Protection Rules, 25 TAC 295.34).

The following materials were identified as suspect ACBM or PACM:

- DWGB with Texture and Joint Compound, located throughout the Old Clinic side;
- Cove Base with Yellow Mastic, located throughout the Old Clinic side;
- RFT (light tan) with Black Mastic, located in rooms and hallways of the Old Clinic side;
- RFT (light brown) with Yellow Mastic, located in men's restroom of the Old Clinic side; and
- RFT (marbled) with Yellow Mastic, located in women's restroom of the Old Clinic side.

Materials observed but not suspected of containing asbestos were not sampled. The non-sampled materials included fiberglass insulation, metal products, glass materials, plastic products, and wood materials.

The facility was viewed at 2250 Ambler Avenue, Abilene, Texas on February 24, 2021. A total of 15 bulk samples of suspect ACBM materials were collected at this location. The laboratory reports are presented in Appendix B.

## 2.1 Laboratory Results:

**Based on the laboratory results, the following samples contained greater than one percent (1%) asbestos and the represented material is considered ACBMs. If a homogeneous material has one or more samples that test positive for asbestos, then all samples for that homogeneous material, are considered ACM:**

- **007, 008, 009 – ACM RFT (light tan) with ACM Black Mastic, located in rooms and hallways of the Old Clinic side.**

The ACM RFT (light tan) with ACM Black Mastic is classified as a Category I non-friable ACM in accordance with NESHAP. There is a total of approximately 2,015 sq. ft. of the RFT (light tan) with ACM Black Mastic, located in rooms and hallways of the Old Clinic side.

### 3.0 RECOMMENDATIONS:

- Prior to demolition or renovation activities, ACBMs in the areas to be disturbed should be abated by a qualified asbestos abatement contractor under monitoring and supervision of a qualified asbestos consultant.
- Tenants, employees, maintenance personnel, contractors, and others that could potentially disturb asbestos during course of their duties should be notified of the presence and location of asbestos in accordance with TDSHS and OSHA regulations, 25 TAC295.34 (b) (2) and 29 CFR 1926.1101, respectively.
- Any suspect building materials not sampled in this assessment encountered during demolition activities should be sampled and tested for possible asbestos content by qualified personnel prior to continuation of demolition activities.

### 4.0 STANDARDS/LIMITATIONS:

The work performed, in conjunction with the data developed are intended as a description of available information at the dates and locations given. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

Opinions and recommendations presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable; they cannot necessarily apply to site changes of which eHT is not aware and has not had the opportunity to evaluate.

This report is designed to aid the building owner, architect, construction manager, general contractor, and potential abatement contractor in locating ACBM. Under no circumstances is this report to be used as a bidding document or a project specification document.

Reasonable efforts were made to obtain representative samples of building materials and have those materials analyzed for asbestos content. Materials or conditions which were not observed due to the survey conditions stated herein may differ from those documented in this report. Should suspect materials be discovered during building renovation/demolition that have not been addressed, bulk samples of the material should be collected and analyzed for asbestos content prior to renovation and/or demolition.

Our professional services have been performed, our findings obtained, and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This warranty is in lieu of all other warranties either expressed or implied. eHT is not responsible for the independent conclusions, opinions, or recommendations made by others based on the field exploration and laboratory test data presented in this report.

**Tables:**  
**Table 1, Suspect ACM Summary**

[illegible]Notes

Asbestos Type, Category Classification, Priority and Response Action are not given for Non ACBMs listed on the table.

## **Appendix A - Terminology Abbreviations/Definitions**

CWP .....Chilled water pipe insulation (straight run)  
 CWF .....Chilled water fitting insulation  
 CWSP.....Chilled water supply pipe insulation (straight run)  
 CWSF.....Chilled water supply fitting insulation  
 CWRP.....Chilled water return pipe insulation (straight run)  
 CWRP.....Chilled water return fitting insulation  
 HWP .....Heating water pipe insulation (straight run)  
 HWF .....Heating water fitting insulation  
 HWSP.....Heating water supply pipe insulation (straight run)  
 HWSF.....Heating water supply fitting insulation  
 HWRP.....Heating water return pipe insulation (straight run)  
 HWRP.....Heating water return fitting insulation  
 HCP .....Heating/chilled water pipe insulation (straight run)  
 HCF .....Heating/chilled water fitting insulation  
 HCSP.....Heating/chilled water supply pipe insulation (straight run)  
 HCSF.....Heating/chilled water supply fitting insulation  
 HCRP.....Heating/chilled water return pipe insulation (straight run)  
 HCRP.....Heating/chilled water return fitting insulation  
 SP .....Steam pipe insulation (straight run)  
 SF .....Steam fitting insulation  
 LPSP.....Low pressure steam pipe insulation (straight run)  
 LPSP.....Low pressure steam fitting insulation  
 HPSP.....High pressure steam pipe insulation (straight run)  
 HPSP.....High pressure steam fitting insulation  
 SCP .....Steam condensate pipe insulation (straight run)  
 SCF .....Steam condensate fitting insulation  
 DWP .....Domestic water pipe insulation (straight run)  
 DWF .....Domestic water fitting insulation  
 DCWP.....Domestic cold water pipe insulation (straight run)  
 DCWF.....Domestic cold water fitting insulation  
 DHWP.....Domestic hot water pipe insulation (straight run)  
 DHWF.....Domestic hot water fitting insulation  
 RDP .....Roof drain pipe insulation (straight run)  
 RDF .....Roof drain fitting insulation  
 MP .....Miscellaneous pipe insulation (straight run)  
 MF .....Miscellaneous fitting insulation

#### M I S C E L L A N E O U S   M A T E R I A L S

FRBK.....Fibrous backing material  
 MS .....Mastic (miscellaneous or unidentified source)  
 SOIL.....Soil, dirt, fill  
 ELEC.....Electrical components (fixture backing, breaker insulators)  
 MISC.....Miscellaneous material (not fitting into other categories)

FP .....Structural fireproofing (sprayed-on, trowelled)  
 AP .....Acoustical plaster (sprayed or trowelled on plaster base)  
 AT .....Acoustical texture (on gypsum board, concrete base, etc)  
 HP .....Hard finish plaster or stucco  
 SAT .....Suspended acoustical tiles (lay-in, concealed spline)  
 AAT .....Adhered acoustical tiles (ceilings, walls)  
 ATMS.....Mastic on acoustical tiles  
 DW .....Drywall construction  
 DWGB.....Drywall gypsum wallboard  
 DWTX.....Drywall texture (rolled or brushed)  
 DWJC.....Drywall joint compound (tape and bed mud)  
 PFBD.....Pre-formed fiberboard (Tectum, Celotex, Masonite)  
 MTX .....Miscellaneous texture material (heavy coatings)  
 CFB .....Cement fiber board (roof, soffit, ceiling, wall panels)  
 CFP .....Cement fiber pipe (flues, pipes)  
 RFT .....Resilient floor tiles  
 FTMS.....Mastic on resilient floor tiles  
 RSF .....Resilient sheet flooring  
 SFMS.....Mastic on resilient sheet flooring  
 RB .....Resilient base, nosings, trim  
 RBMS.....Mastic on resilient base, nosings, trim  
 TBI .....Thermal building insulation (sprayed-on, blown, batts, sheets)  
 BUR .....Built-up roofing (felts, mastic and gravel typical)  
 RFLS.....Roof flashing (felts or mastic)  
 RSHG.....Roof shingles  
 DB .....Debris (on floor, equipment, fixture surfaces)  
 FAB .....Fabric material (curtains, wall fabrics, etc)

#### M E C H A N I C A L   E Q U I P M E N T

AH .....Air handler unit insulation  
 AHMB.....Air handler main body insulation  
 AHND.....Air handler end insulation  
 AHFL.....Air handler flue insulation  
 DT .....Duct insulation  
 DTMS.....Mastic on duct insulation  
 DTIS.....Duct vibration isolator (flexible connection)  
 BL .....Boiler unit insulation  
 BLMB.....Boiler main body insulation  
 BLND.....Boiler end insulation  
 BLFL.....Boiler flue insulation  
 CH .....Chiller unit insulation  
 CHMB.....Chiller main body insulation  
 CHND.....Chiller end insulation  
 FL .....Flue insulation (unidentified source)  
 FLMS.....Mastic on flue insulation  
 HX .....Heat exchanger unit insulation  
 HKMB.....Heat exchanger main body insulation  
 HXND.....Heat exchanger end insulation  
 ST .....Storage tank unit insulation  
 STMB.....Storage tank main body insulation  
 STND.....Storage tank end insulation  
 GSKT.....Gasket material



**Appendix B - Survey Documentation  
Laboratory Reports**



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Enprotec / Hibbs & Todd, Inc. - Abilene  
Project : Sears Recreation Ctr., Old Clinic Side, 2250 Ambler Ave  
Project # : 7861  
Identification : Asbestos, Bulk Sample Analysis  
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Lab Job No. : 21B-02147  
Report Date : 02/27/2021  
Sample Date : 02/24/2021

Page 1 of 2

On 2/25/2021, fifteen (15) bulk material samples were submitted by Donnie Windland of Enprotec / Hibbs & Todd, Inc. - Abilene for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
001	Drywall Gypsum Board with Texture and Joint Compound, Throughout Old Clinic Side	None Detected - Drywall Material None Detected - Joint Compound None Detected - Texture
002	Drywall Gypsum Board with Texture and Joint Compound, Throughout Old Clinic Side	None Detected - Drywall Material None Detected - Texture / Joint Cmpd
003	Drywall Gypsum Board with Texture and Joint Compound, Throughout Old Clinic Side	None Detected - Drywall Material No Texture / Joint Cmpd None Detected - Paint
004	Cove Base, Throughout Old Clinic Side	None Detected - Cove Base None Detected - Yellow Mastic
005	Cove Base, Throughout Old Clinic Side	None Detected - Cove Base None Detected - Yellow Mastic
006	Cove Base, Throughout Old Clinic Side	None Detected - Cove Base None Detected - Yellow Mastic
007	Resilient Floor Tile (Light Tan), Rooms and Hallways	5% Chrysotile - Floor Tile 5% Chrysotile - Black Mastic
008	Resilient Floor Tile (Light Tan), Rooms and Hallways	Not Analyzed - Positive Stop
009	Resilient Floor Tile (Light Tan), Rooms and Hallways	Not Analyzed - Positive Stop
010	Resilient Floor Tile (Light Brown), Men's Restroom	None Detected - Floor Tile None Detected - Yellow Mastic
011	Resilient Floor Tile (Light Brown), Men's Restroom	None Detected - Floor Tile None Detected - Yellow Mastic
012	Resilient Floor Tile (Light Brown), Men's Restroom	None Detected - Floor Tile None Detected - Yellow Mastic
013	Resilient Floor Tile (Marbled), Women's Restroom	None Detected - Terrazzo Flooring None Detected - Yellow Mastic
014	Resilient Floor Tile (Marbled), Women's Restroom	None Detected - Terrazzo Flooring None Detected - Yellow Mastic



## PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Enprotec / Hibbs & Todd, Inc. - Abilene  
Project : Sears Recreation Ctr., Old Clinic Side, 2250 Ambler Ave  
Project # : 7861  
Identification : Asbestos, Bulk Sample Analysis  
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Lab Job No. : 21B-02147  
Report Date : 02/27/2021  
Sample Date : 02/24/2021

Page 2 of 2

On 2/25/2021, fifteen (15) bulk material samples were submitted by Donnie Windland of Enprotec / Hibbs & Todd, Inc. - Abilene for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
015	Resilient Floor Tile (Marbled), Women's Restroom	None Detected - Terrazzo Flooring None Detected - Yellow Mastic

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Daniel Farley

Lab Manager : Heather Lopez

Lab Director : Bruce Crabb

Approved Signatory :

Approved Signatory :

Thank you for choosing Moody Labs

**Moody Labs**

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report****Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Enprotec / Hibbs &amp; Todd, Inc. - Abilene

Lab Job No. : 21B-02147

Project : Sears Recreation Ctr., Old Clinic Side, 2250 Ambler Ave

Report Date : 02/27/2021

Project # : 7861

Page 1 of 2

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
001	Drywall Material (Light Pink)	60%	Glass Wool Fibers	2%	02/27	DF
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	20%	Cellulose Fibers	100%		
	Joint Compound (White)	15%	Calcite / Talc / Binders	100%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
002	Drywall Material (Light Pink)	70%	Glass Wool Fibers	2%	02/27	DF
			Gypsum / Binders	98%		
	DW Paper Facing (Tan)	15%	Cellulose Fibers	100%		
	Texture / Joint Cmpd (White)	15%	Calcite / Talc / Binders	100%		
003	Drywall Material (Light Pink)	70%	Glass Wool Fibers	2%	02/27	DF
			Gypsum / Binders	98%		
	DW Paper Facing (Tan)	25%	Cellulose Fibers	100%		
	No Texture / Joint Cmpd					
	Paint (Grey)	5%	Pigment / Binders	100%		
004	Cove Base (Grey)	98%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
005	Cove Base (Grey)	95%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	5%	Glue Binders	100%		
006	Cove Base (Grey)	97%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	3%	Glue Binders	100%		
007	Floor Tile (Tan)	98%	Chrysotile	5%	02/27	DF
			Calcite / Vinyl Binders	95%		
	Black Mastic (Black)	2%	Chrysotile	5%		
			Tar Binders	95%		
008	Not Analyzed - Positive Stop	100%			02/27	DF
009	Not Analyzed - Positive Stop	100%			02/27	DF
010	Floor Tile (Grey)	98%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	2%	Quartz	20%		
			Glue Binders	80%		

Farmers Branch, TX 75234 Phone: (972) 241-8460

## Supplement to PLM Summary Report

TDSHS License No. 30-0084

Project # : 7861

Report Date : 02/27/2021

Page 2 of 2

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
011	Floor Tile (Grey)	100%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	<1%	Quartz	20%		
			Glue Binders	80%		
012	Floor Tile (Grey)	100%	Calcite / Vinyl Binders	100%	02/27	DF
	Yellow Mastic (Yellow)	<1%	Quartz	20%		
			Glue Binders	80%		
013	Terrazzo Flooring (Off-White)	98%	Aggregate	60%	02/27	DF
			Binders / Fillers	40%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
014	Terrazzo Flooring (Off-White)	98%	Aggregate	60%	02/27	DF
			Binders / Fillers	40%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
015	Terrazzo Flooring (Off-White)	98%	Aggregate	60%	02/27	DF
			Binders / Fillers	40%		
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		



## Chain of Custody

Lab Job #

Lab Job #

Lab Job #

\*Please call in advance for immediate, after-hour, &amp; weekend pricing &amp; availability.\*

Page 1 of 1

**ASBESTOS PLM**Bulk ☐ Immediate ☐ 1 day ☒ 2 day ☐ 3 day ☐ 5 day  
☐ Analyze All ☒ Positive Stop**PCM Air (7400)**☐ Immediate ☐ 1 day ☐ 2 day ☐ 3 day ☐ 5 day  
Analyze Blanks ☐ Yes ☐ No**TOTAL DUST(0500/0600)**☐ 1 day ☐ 2 day**ASBESTOS TEM**Air AHERA Method ☐ Late Night\* ☐ 6 hr ☐ 12 hr ☐ 24 hr  
Air 7402 (Modified) ☐ 1 day ☐ 2 day ☐ 3 day  
Bulk ☐ 1 day ☐ 2 day ☐ 3 day ☐ 5 day  
Water/Wipe/Micro Vac ☐ 1 day ☐ 2 day ☐ 3 day  
Analyze Blanks ☐ Yes ☐ No

\*Late night analysis surcharges apply

**MOLD**Direct Exam ☐ Immed ☐ 1 day ☐ 2 day ☐ 5 day  
Standard Air ☐ Immed ☐ 1 day ☐ 2 day ☐ 5 day  
Expanded Air ☐ Immed ☐ 1 day ☐ 2 day ☐ 5 day  
Culture\*\* ☐ 10-14 days  
Analyze Blanks ☐ Yes ☐ No

\*\*Turnaround of Culture Samples subject to Culture Growth\*\*

**BACTERIA\*\***Colony Counts (CC) ☐ 3 day ☐ 5 day  
CC + Gram Stain ☐ 3 day ☐ 5 day  
Coliform & E. coli (P/A) ☐ 2-3 day  
Legionella ☐ 14 days**OTHER:**Billing Company / City: ENPROTEC / HIBBS & TODD, INC / ABILENE# of Samples: 015Submitter's Company: ENPROTEC / HIBBS & TODD, INCSample Date: 02-24-2021Submitter's Name: DONNIE WINDLANDProject #: 7861Project: Sears Recreation Center, Old Clinic Side, 2250 Ambler Ave, Abilene, TexasPhone #: 325.698.5560Contact Information: Name: DONNIE WINDLANDMobile #: 325.864.4305E-mail Results to: donnie.windland@e-ht.com, travis.shaffer@e-ht.comFax #: 325.690.7240Invoice Address: 402 CEDAR ST., ABILENE, TEXAS 79601P.O. #: 3097

\*Please review paperwork and samples before submitting to lab. Unsealed / Improperly packaged / damaged / expired samples or excessive administrative requests may incur additional fees\*

Notes:

Sample #	Sample Description	Vol. / Area (if applicable)	Location / Notes
001	Drywall Gypsum Board with Texture and		Throughout Old Clinic Side
002	Joint Compound		"
003	"		"
004	Cove Base		Throughout Old Clinic Side
005	"		"
006	"		"
007	Resilient Floor Tile (Light Tan)		Rooms and Hallways
008	"		"
009	"		"
010	Resilient Floor Tile (Light Brown)		Men's Restroom
011	"		"
012	"		"
013	Resilient Floor Tile (Marbled)		Women's Restroom
014	"		"
015	"		"

Released By: <u>[Signature]</u>	Date / Time: <u>02-24-20 / 1700</u>	Received By: <u>[Signature]</u> <u>L50</u>	Date / Time: <u>2/25/21 9:20 AM</u>
Released By:	Date / Time:	Received By:	Date / Time:

**Appendix C - License Documentation**  
**Inspector's License Documents**  
**Laboratory's License Documents**



## Texas Department of State Health Services

### Asbestos Individual Consultant

**DONNIE G WINDLAND JR**

License No. **105844**

Control No. **97758**

Expiration Date: **10-Sep-2022**



GEBCO Associates certifies that

**Donnie G. Windland**

455-31-3707

has successfully completed the Texas Department of  
State Health Services approved course entitled:

#### **ASBESTOS PROJECT DESIGNER REFRESHER**

Date of Issue: 12/15/2020

Certificate No: 20091

Certificate expires one year from date of issue.

Course schedule anytime @ [www.gebco.org](http://www.gebco.org)

GEBCO Associates, LP

815 Trailwood Dr, Suite 200  
Hurst, TX 76053



Phone: 817-288-4006  
Fax: 817-282-9886



GEBCO Associates certifies that

**Donnie G. Windland**

455-31-3707

has successfully completed the Texas Department of  
State Health Services approved course entitled:

#### **ASBESTOS MANAGEMENT PLANNER REFRESHER**

Date of Issue: 12/10/2020

Certificate No: 20353

Certificate expires one year from date of issue.

Course schedule anytime @ [www.gebco.org](http://www.gebco.org)

GEBCO Associates, LP

815 Trailwood Dr, Suite 200  
Hurst, TX 76053



Phone: 817-288-4006  
Fax: 817-282-9886



GEBCO Associates certifies that

**Donnie G. Windland**

455-31-3707

has successfully completed the Texas Department of  
State Health Services approved course entitled:

#### **ASBESTOS INSPECTOR REFRESHER**

Date of Issue: 12/09/2020

Certificate No: 20352

Certificate expires one year from date of issue

Course schedule anytime @ [www.gebco.org](http://www.gebco.org)

GEBCO Associates, LP

815 Trailwood Dr, Suite 200  
Hurst, TX 76053



Phone: 817-288-4006  
Fax: 817-282-9886



GEBCO Associates certifies that

**Donnie G. Windland**

455-31-3707

has successfully completed the Texas Department of  
State Health Services approved course entitled:

#### **ASBESTOS AIR MONITORING TECHNICIAN REFRESHER**

Date of Issue: 12/02/2020

Certificate No: 20243

Certificate expires one year from date of issue

Course schedule anytime @ [www.gebco.org](http://www.gebco.org)

GEBCO Associates, LP

815 Trailwood Dr, Suite 200  
Hurst, TX 76053



Phone: 817-288-4006  
Fax: 817-282-9886







## Texas Department of State Health Services

**Asbestos Inspector**

**TRAVIS A SHAFFER**

**License No. 603808**

**Control No. 99405**

**Expiration Date: 8-Jul-2021**



**GEBCO Associates certifies that**

**Travis A. Shaffer**

**635-42-2581**

has successfully completed the Texas Department of  
State Health Services approved course entitled:

**ASBESTOS INSPECTOR INITIAL**

Date of Issue: 05/08/2019

Certificate No: 19028

Certificate expires one year from date of issue.

Course schedule anytime @ [www.gebco.org](http://www.gebco.org)



**GEBCO Associates, LP**

615 Trailwood Dr, Suite 200  
Hurst, TX 76053



Phone: 817-268-4006  
Fax: 817-282-9886



## Texas Department of State Health Services

**MOODY LABS LLC DBA  
MOODY LABS**

*is certified to perform as an*

**Asbestos Laboratory  
PCM, PLM, TEM**

*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: 300084**

**Control Number: 96468**



**Expiration Date: 05/31/2022**

  
**John Hellerstedt, M.D.,  
Commissioner of Health**

**(Void After Expiration Date)**

**VOID IF ALTERED NON-TRANSFERABLE**

**SEE BACK**