GUIDELINE SPECIFICATIONS FOR ASBESTOS ABATEMENT OF HEMLOCK COURTS FOR THE NORTH LITTLE ROCK HOUSING AUTHORITY NORTH LITTLE ROCK, ARKANSAS

APRIL 3, 2024

M & A PROJECT #3555-24





E Associates, Architects, Environmental Consultants
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Asbestos Abatement Consultants Morris and Associates

Albert Rex Morris, Jr., AIA

Asbestos Inspector Asbestos Project Designer Asbestos Management Planner

NOTICE OF INVITATION FOR BIDS

Solicitation No. 24-009-B ASBESTOS ABATEMENT AT HEMLOCK COURTS APARTMENTS

CONTACT PERSON:

Yulunda White, Development Manager North Little Rock Housing Authority

Telephone (501)758-8911

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HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE:

- 1. Access https://ha.internationaleprocurement.com (no "www").
- 2. Click on the "Login" button in the upper left side.
- 3. Follow the listed directions.

If you have any problems accessing or registering on the system, please call customer support at (866)526-9266. Documents will be available on Monday, April 15, 2024. A hard copy of the documents may also be viewed at the NLRHA Central Office. A computer can be available upon appointment. Print/Copy fees will apply. All addenda will be issued through this site including any changes to the dates herein.

PRE-BID CONFERENCE:

There will be a Pre-Bid Conference and Site Visit on Tuesday, April 16, 2024 at 10:00 AM CST at Hemlock Courts, 400 N. Palm Street, North Little Rock, AR 72114.

BID SUBMITTAL RETURN:

NorthBridge Housing Solutions, 4901 Fairway Avenue, Suite A, North Little Rock, AR 72116

SUBMITTAL DEADLINE:

Tuesday, April 30, 2024, @ 2:00 PM CST

[Section 3, minority- and/or women-owned businesses are encouraged to respond]

SCOPE OF WORK

The Scope of Work for this project is to remove and dispose of all asbestos containing materials as depicted in asbestos survey and as specified herein. Once abatement is complete, all structures will be demolished by demolition contractor not in this contract.

SCHEDULING

Once the Contractor has been selected and engaged to start work, he shall file all Notices of Intent, gain all approvals & permits from Regulatory Agencies and complete all abatement work in 15 calendar days after expiration of 10 day waiting period for Notice of Intent. Notice to Proceed is expected to be given immediately after bid opening.

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GENERAL NOTES

- 1. SUBMIT MATERIAL SAFETY DATA SHEETS ON ALL PRODUCTS TO BE USED ON THIS PROJECT.
- 2. IF DURING THE COURSE OF THE WORK, THE CONTRACTOR DISCOVERS MATERIALS, WHICH APPEAR TO BE ASBESTOS MATERIALS IN THE WORK AREA BUT WHICH HAVE NOT BEEN IDENTIFIED TO BE REMOVED, HE SHALL NOTIFY THE OWNER AND THE ARCHITECT IMMEDIATELY.
- 3. SEE SPECIFICATIONS SECTION SCOPE OF WORK AND SCHEDULING FOR PLANNING OF THE WORK.
- 4. COORDINATE ALL WORK SCHEDULING WITH MORRIS AND ASSOCIATES AND THE OWNER. SEE SPECIFICATIONS. BUILDING SECURITY SHALL BE MAINTAINED AT ALL TIMES, COORDINATE REQUIREMENTS WITH THE OWNER.
- 5. REFER TO THE LABORATORY ANALYSIS INCLUDED IN THE PROJECT SPECIFICATIONS FOR CONTENT AND TYPE OF ASBESTOS TO BE REMOVED ON THIS PROJECT.
- 6. THE ABATEMENT WORK SCHEDULED IN THIS PROJECT IS COMPLETE ABATEMENT OF THE FACILITY. IN AREAS DESIGNATED TO HAVE ABATEMENT WORK PERFORMED, THE WORK IS TO BE COMPLETE AND ALL MATERIALS DESIGNATED ARE TO BE REMOVED TOTALLY. OTHER NON-ASBESTOS MATERIALS ARE TO BE REMOVED UNDER THIS CONTRACT AS STATED IN THE WORK ITEM.
- 7. THE CONTRACTOR SHALL CONFINE HIS WORK TO CERTAIN DESIGNATED AREAS WITHIN THE BUILDING. COORDINATE CLOSELY WITH THE OWNER.
- 8. UNLESS INDICATED OTHERWISE ON THE PLANS, THE LIMITS OF THE WORK SHALL EXTEND TO OUTSIDE WALLS OF THE SPACE.
- 9. THE CONTRACTOR WILL RELOCATE EQUIPMENT OR FIXTURES NECESSARY FOR ACCESS TO PERFORM THE WORK.

- 10. ANY DAMAGE TO THE OWNER'S PROPERTY, EQUIPMENT, PRODUCTS, OR SYSTEMS RESULTING FROM THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL NOT USE ANY OF THE OWNER'S EQUIPMENT IN THE PROCESS OF COMPLETING HIS WORK.
- 11. THE CORRECTION OF ANY WATER DAMAGE INSIDE OR OUTSIDE OF THE WORK AREA CAUSED BY THE ABATEMENT CONTRACTOR WILL BE THE SOLE RESPONSIBILITY OF THE ABATEMENT CONTRACTOR.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS WORK AREAS AND THE DESIGNATED PARKING AREAS OF HIS EMPLOYEES AND HIS SUBCONTRACTORS.
- 13. THE NEGATIVE AIR PRESSURE MACHINES SHALL BE SIZED TO PRODUCE THE PROPER AIR FLOWS AND PRESSURES UNDER ALL ANTICIPATED CONDITIONS WITHIN THE BUILDINGS. THIS WILL INCLUDE THE VOLUME AND ANTICIPATED LEAKAGE OF THE EXISTING BUILDINGS DUCT SYSTEMS, STACK EFFECT, AND WIND EFFECTS ACROSS THE ROOF. REFER TO APPENDIX "B" OF THE SPECIFICATIONS. NEGATIVE AIR EXHAUST SHALL ALWAYS GO TO THE EXTERIOR OF THE BUILDING.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AVAILABLE AN ADEQUATE SUPPLY OF ELECTRICAL SERVICE FOR HIS USE. ALL GENERATING EQUIPMENT SHALL BE LOCATED OUTSIDE OF THE BUILDING.
- 15. WASTE WATER FROM CONTRACTOR'S SHOWERS SHALL BE FILTERED AND PUMPED TO SANITARY SEWER. A DUAL FILTERING SYSTEM COMPOSED OF 20 MICRON ROUGHING FILTER AND A 5 MICRON FINAL FILTER SHALL BE USED. FILTERS SHALL BE CHANGED AT LEAST EACH DAY AND MORE OFTEN AS REQUIRED BY FILTER MANUFACTURER. SYSTEM SHALL BE EQUAL TO ABATEMENT TECHNOLOGIES.

ABATEMENT WORK ITEMS

NOTES:

Refer to asbestos surveys performed in 2024 & 1994 for asbestos items to be abated.

Refer to abatement site plan for apartment & building numbers.

These items apply to <u>ALL</u> buildings.

- 1. Remove floor tile and mastic in all buildings throughout entire site.
- 2. Remove all sheetrock and joint compound in all buildings as asbestos containing.
- 3. Remove all transite flue pipes and asbestos tape from the entire complex.
- 4. Remove all asbestos mud fittings for water piping throughout entire complex.

SECTION 2081 - ASBESTOS ABATEMENT

1. GENERAL

1.1 Scope: This specification covers the removal of materials that have previously been determined to contain asbestos.

1.2 DEFINITIONS

ACM - Asbestos Containing Material.

AHERA - Asbestos Hazard Emergency Response Act of 1986.

Airlock - system permitting passage without allowing air movement between a contaminated area and an uncontaminated area.

Amended water - water that has had a surfactant added to it.

Architect - means Consultant or Owner's Agent which includes the Architect, Certified Industrial Hygienist, Professional Engineer, and Technicians, all representing the Consultant.

Asbestos - OSHA separates asbestos forms, chrysotile, amosite, crocidolite, from tremolite, anthophyllite, and actinolite; naturally occurring minerals that separate into fibers.

Asbestos fibers - in reference to monitoring; asbestos fibers longer than 5 micrometers (um), with aspect ratio of 3 to 1.

Curtained doorway - a device to allow passage from one room to another, without allowing air movement between rooms. It will be constructed by placing two overlapping sheets of plastic over a door frame, securing each along the top, securing one vertical edge of one sheet to one vertical side of the doorway and securing a vertical edge of the other sheet along the opposite vertical side of the doorway.

Permissible Exposure Limit (PEL) - the maximum allowable airborne concentration of asbestos, averaged over an 8-hour period, for employee exposure; 0.1 F/cc.

HEPA filter - a high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

Negative pressure - maintaining a static pressure enclosed work area lower than that in adjacent unsealed areas.

Lock Down - Application of a sealer to encapsulate surface materials from which asbestos has been removed and cleaned.

Surfactant - a chemical wetting agent added to water to improve penetration.

Wet cleaning - the process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools dampened with water.

1.3 REFERENCES

APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. A copy of all applicable documents shall be maintained on the job site at all times.

Occupational Safety and Health Administration (OSHA)

OSHA Asbestos Regulations are contained in Title 29, parts 1910 and 1926 of the Code of Federal Regulations.

30 CFR Part II MSHA and NIOSH Approval of Respirators.

OSHA, U. S. Department of Labor 29 CFR 1910.20, Record keeping Requirements

- U. S. Environmental Protection Agency (EPA), 40 CFR Part 61, Sub-parts A and B, National Emission Standards for Hazardous Air Pollutants (NESHAP) (1984).
- U. S. EPA, "Asbestos in Schools: A Guide to New Federal Requirements for Local Education Agencies". (1988)
- U. S. EPA, 40 CFR Part 763, Subpart E, "Asbestos Containing Materials in Schools: Final Rule and Notice".
- U. S. EPA, "Asbestos-Containing Materials in School Buildings: A Guidance Document, "Part 1 and 2 (1978).

U. S. EPA, "Guidance for Controlling Friable Asbestos-Containing Materials in Buildings" (1983).

U. S. EPA, Asbestos/NESHAP Regulated Asbestos Containing Materials, EPA 340/1-90-018, December 1990.

American National Standard Institute (ANSI) Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems.

Arkansas Department of Environmental Quality (ADEQ) Arkansas Solid Waste Management Code (1984) if materials are to be disposed of in the State of Arkansas.

State of Arkansas Act 394 of 1985 (ADEQ)

Arkansas Department of Environmental Quality (ADEQ) Arkansas Asbestos Regulations effective July 15, 1997, and subsequent revisions.

Visual Inspections of Asbestos Abatement Projects - ASTM 1368-90

OSHA, U.S. Department of Labor 29 CFR 1926.59 and 29 CFR 1910.1200, Hazard Communication Standard

1.4 SUBMITTALS, NOTICES, AND RECORD KEEPING

1.4.1.1 PROJECT SUBMITTALS

Within seven (7) days after the Notice to Proceed the Contractor shall submit to the Architect for approval the following items:

- A. Copy of the written Notice of proposed abatement work to the Arkansas Department of Environmental Quality (ADEQ) (See Table 1).
- B. Documentation that all required permits (including building permit), site location and arrangements for transport and disposal of asbestos containing or contaminated materials, supplies, etc. have been obtained.
- C. Include a description of the plans for construction of decontamination enclosure systems and for isolation of the work areas in compliance with this specification and all applicable regulations. This document will include drawings illustrating sizes and actual locations.

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- D. Include manufacturer's specifications on all materials and equipment related to asbestos handling and/or abatement.

 Include proposed use of each type of equipment. This includes air purification systems, water filtration systems, etc.
- E. Include manufacturer's specifications for encapsulants.
- F. Include the Contractor's written "Hazard Communication Program" as required by 29 CFR 1926.59 and 29 CFR 1910.1200. Include all Material Safety Data Sheets (MSDS) on all products to be used on this project. Also include MSDS on all types of asbestos that may be encountered on this project. See Table 3 for reference materials.
- G. Include Emergency Telephone Numbers.
- H. Include Contingency Plan.
- I. Include a sketch showing the proposed emergency fire exits. Include a list of all confined work areas with escape routes.
- J. Include a sketch showing the proposed location of the material loadout decontamination area and construction.
- K. Resume of the project superintendent, including his or her original training certificate, plus all refresher courses.
- L. Certification of all abatement workers on project, including copy of their current wallet card, plus copy of original training certificate and all refresher courses.

PROJECT CLOSE-OUT SUBMITTALS

The contractor shall submit within fifteen (15) calendar days after final clearance and acceptance, submit two (2) copies of the Project Manual to the Architect containing but not limited to the following items:

- A. Table of Content
- B. Current Contractor's Certificates
 - 1) General Contractor's License showing expiration date.

- 2) Arkansas Department of Pollution Control and Ecology Certification showing expiration date.
- 3) Copy of all required permits.
- C. Insurance Certificates. Include all coverage required by specification. Show expiration dates.
- D. Notifications of Intent and any revisions.
- E. Daily Logs showing a list of employees, duties performed, equipment, etc. Include Daily Comment Sheets detailing the day's activities. Include the Daily Sign In-Out Sheet.
- F. Landfill Records and Receipts
- G. Worker Certifications for each employee see Section 1.4.1.1, paragraph L.
- H. Supervisor's Certification see Section 1.4.1.1, paragraph K.
- I. Respiratory Program
 - 1) Respiratory Program Appraisal. To be completed by the Contractor's Superintendent monthly or at least once for every abatement project. See Table 12. May be used as a guideline.
 - 2) Current respirator fit test record for each employee with date.
- J. Personal Air Monitoring Include the following:
 - 1) Date of Measurement
 - 2) Operation involving exposure
 - 3) Sampling and analytic methods used and evidence of their accuracy.
 - 4) Number, duration and results of samples
 - 5) Type of respiratory protective device
 - 6) Name, Social Security Number

- 7) Results of all employee measurements
- K. Manometer Recordings showing continuous readout for the duration of the project.
- L. Any and all requirements of OSHA, EPA, AHERA, ASHARA, Arkansas Department of Environmental Quality (ADEQ), Local, County, and any other regulatory agency having jurisdiction.

1.4.1.3 **NOTICES**

- A. Have on site a manual containing all material safety data sheets on all material and products used on this project.
- B. A copy of OSHA 29 CFR 1910.20 will be posted.
- C. The OSHA 200 form will be posted.
- D. The OSHA poster will be posted.

1.4.2 RECORD KEEPING REQUIREMENTS

- Records of any personal or environmental monitoring will be maintained by the Owner for a period of at least thirty (30) years.
- Medical records will be maintained, complete and accurate, for at least thirty (30) years by the Owner.
- OSHA Form 101 will be maintained.
- Monitoring and medical records will be made available upon request to employees, designated representatives, NIOSH and OSHA as required by OSHA 29 CFR 1910.20 (a) - (e) and (g) - (I).
- Any employee found to be exposed to an 8-hour time weighted average of airborne asbestos concentrations greater than 0.1 F/CC or above the excursion limit (EL) of 1 F/CC for 30 minutes will be notified in writing within five (5) days of the finding and the corrective action being taken. Although 29 CFR 1926 does not require informing the employee of excessive exposure, it requires that all results be reported to each employee.
- Records will be kept of respirator and other safety equipment inspections.

1.5 WORKER PROTECTION

1.5.1 In accordance with 29 CFR 1926.1101 (3) all employees will receive training before work commences on this project and annually thereafter. The training shall be conducted by a state-certified training center.

1.5.2 RIGHT TO STOP WORK

Morris and Associates shall have final determination of requirements and Contractor's performance while work is in progress. She/he shall have the right to direct the Contractor for compliance and shall retain authority to stop the work if Contractor is not in compliance with regulations and requirements of these specifications. In the event of an emergency situation, the Owner shall have the right to enter any sealed area and direct the appropriate party(s) to take immediate corrective action. This "emergency clause" shall only be invoked by a true emergency which, in the best judgement of the Owner endangers life, property or public safety. Morris and Associates and the Owner shall assume no obligations or costs incurred by the Contractor for compliance with this paragraph.

1.5.3 RESPIRATORY PROTECTION

1.5.3.1 The abatement contractor will be required to produce an approved "negative exposure assessment" or provide full face piece supplied air respirators operated in the pressure demand mode and equipped with an auxiliary positive pressure self-contained breathing apparatus for all employees within the regulated area where Class I asbestos work is being performed as per 29CFR 1926.1101. The abatement contractor shall comply with 29CFR 1926.1101 Respiratory Protection, with the following modifications:

The abatement contractor shall insure that the asbestos exposure level inside the respirator in the breathing zone shall at all times be less than .005F/CC (8 hour TWA) using the more conservative protection factors as follows:

RESPIRATOR SELECTION FOR PROTECTION AGAINST ASBESTOS

Respirator Selection	Protection Factor *
Half mask air-purifying with HEPA filters	10
Full facepiece air-purifying with HEPA filters	10 or 50 ****
Powered air-purifying (PAPR), loose-fitting helmet or hood, HEPA filter	25
Powered air-purifying (PAPR), full facepiece, HEPA filter	50**
Supplied air, continuous flow, loose-fitting helmet or hood	25
Supplied air, continuous flow, full facepiece + HEPA escape	50***
Full facepiece supplied air, pressure demand + HEPA escape	1,000***
Full facepiece supplied air, pressure demand, with Aux. SCBA, pressure demand or continuous flow	1,000***

- * These protection factors represent the more conservative protection factors between OSHA and NIOSH which represents the most current state-of-the-art practice.
- ** Employee may request PAPR (29 CFR 1926).
- *** Done only under very special containment control procedures.
- **** The protection factor of 50 applies only if supported with a quantitative fit test. With only a qualitative fit test the protection factor is 10.

1.6 <u>MONITORING</u>

Sampling Strategy. The Contractor is to provide all personal air samples using his own equipment and personnel. Cost of laboratory analyses will be the responsibility of the Contractor. Sampling must be at a frequency in conformance with 29 CFR 1926.1101 at an absolute minimum. Industrial Hygienist may require more samples at his/her discretion.

Separate Monitoring. Morris and Associates will monitor the project in addition to Contractor's personal monitoring responsibility. The area monitoring and clearance air sampling will be in accordance with the Asbestos Hazard Emergency Response Act.

There are many technical factors which influence detection limits for monitoring asbestos in air. Listed below are basic guidelines for the types of monitoring. However, conditions may warrant their being modified.

- All airborne asbestos samples will be collected on 25mm, 0.8 um mixed cellulose ester filter in accordance with NIOSH Method 7400.
- Flow rate 2.0 LPM.
- A minimum of 250 liters of air will be collected for personal and area monitoring in a work area to assess short term exposures.
- A minimum volume of 960 liters will be required for determination of 8-hour TWA.
- Samples will be of such frequency and pattern as to represent with reasonable accuracy, the levels of exposure of each worker.
- Refer to Table 4 for minimum required samples. Air samples will be taken at all times for all workers during removal procedures.
- **ANALYSIS** All analyses will be carried out by the NIOSH method 7400. The analyst will have attended NIOSH training course "Sampling and Evaluating Airborne Asbestos Dust" #582 and show evidence of proficiency in the NIOSH Proficiency Analytical Testing (PAT) program for asbestos.

- **RECORDS** All dates will be carefully recorded on an air sampling data sheet. See Table 8. A copy will be sent with the samples to the laboratory.
- **AFTER CLEANING** See Paragraph 3.7 and Table 4.

1.7 <u>EQUIPMENT DECONTAMINATION ENCLOSURE PROCEDURE</u>

1.7.1 When contaminated equipment or sealed polyethylene bags or sealed drums are brought out of the work area, they will be thoroughly wet-cleaned. Workers from the work area will at no time pass beyond the curtained doorway. Workers moving equipment and/or bags into the holding room will at all times be free of visible contamination. If equipment is being removed, it will be thoroughly inspected for visible cleanliness before being passed outside the enclosure. If bagged material is being removed, it will be brought into the container room and placed in the specified containers and sealed before being passed outside for transport. Bagged material will, at all times, remain in the holding room until containers are inside the container room ready to receive the material.

1.8 BUILDING PROTECTION

SECURITY - Make all necessary provisions for 24-hour building security for the entire building and property where work is being performed.

FIRE EXITS - Designate and maintain emergency and fire exits from the work area. All exits shall be clearly marked with fluorescent tape and be clearly visible from any part of the work area.

CONTRACTOR'S RESPONSIBILITIES - It is the abatement contractor's responsibility to secure his area and protect his equipment and materials from damage or theft. Damages are addressed in the Supplementary General Conditions.

EXISTING CONDITIONS - Before beginning work, the contractor shall thoroughly document the actual existing conditions inside and outside of the existing building on video tape, delivering two (2) copies to the Architect.

SHEET PLASTIC BARRIERS - The Contractor shall be responsible for the Method of Support and sealing of the sheet plastic barriers. The Contractor shall be responsible for the repair of any surfaces and/or materials damaged by the barriers and/or the Method of Attachment.

The contractor agrees to allow any Federal or State inspector, acting in their official capacity, to have access to the job site.

2. MATERIALS AND EQUIPMENT

2.1 MATERIALS

- Deliver all materials in the original packages, containers or bundles leaving the name of the manufacturer and the brand name.
- Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- Damaged or contaminated materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations (i.e., an EPA and Arkansas Department of Environmental Quality (ADEQ) approved sanitary landfill).

POLYETHYLENE SHEETS - A minimum of true 6 mil, in sizes to minimize the frequency of joints.

TAPE - Capable of sealing joints of adjacent sheets of polyethylene, and for attachment of polyethylene sheets to finished or unfinished surfaces of similar or dissimilar materials, and capable of adhering under both dry and wet conditions, including the use of amended water (duct tape or equal). Furnish tape in adequate widths to perform satisfactorily.

ADHESIVES - Same properties as tape (above).

CAULKS - Caulking will be used to form air tight seals. Approved caulks are:

- a. Synthacalk GC-9, Pecora Corporation
- b. Vulkem 116, Mameco International

c. Plasite 940, Wisconsin Protective Coating Corporation

SURFACTANT - 50% polyoxyethylene ether, and 50% polyoxyethylene ester, or equivalent and shall be mixed with water to provide a concentration of one ounce of surfactant to five (5) gallons of water.

WASTE CONTAINERS - sealable metal 55 gallon drums lined with two 3 mil or one 6 mil plastic bag. Containers must be both air and water tight, as well as resistant to damage and rupture. Containers must be suitable to receive and retain any asbestoscontaining or contaminated materials until disposal at an approved site. A fully enclosed lockable vehicle is necessary for shipment to drop site if fiberglass drums are used.

WARNING LABELS AND SIGNS - as required OSHA 29 CFR 1926 .1101. Labels shall be used in accordance with OSHA 29 CFR 1910.1200 (f) Hazard Communication Standard. Labels shall be affixed to all containers containing asbestos, tremolite, anthophyllite, and actinolite; including waste bags. Labels shall contain the following minimum information:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD.

<u>OTHER MATERIALS</u> - lumber, nails, hardware, paint necessary to construct decontamination and barrier structures, and to return building to per-project conditions.

ENCAPSULANT - must not affect the bond of the paint or surfacing material to be added to its substrate or alter the fire rating of the material. Refer to specifications for encapsulant material in this section.

POSTING - warning signs shall be used to demarcate the regulated areas. The warning signs shall be posted in accordance with 29 CFR 1928.1101. The warning signs shall bear the following information:

DANGER - ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

Signs shall be located, and of such size, to allow employee ample warning to avoid area.

PROTECTIVE CLOTHING - Abatement contractor shall provide full body protective clothing that is "breathable". Suits shall be equal to Kimberly Clark or Clean Guard. Tyvek is not breathable.

2.1.1 ENCAPSULANT MATERIAL (SEALER)

- Encapsulant material shall be a material containing a minimum of 40% silicates of sodium with a minimum total specific gravity of 1.20. The material shall contain a non-ionic surfactant of sufficient percentage to achieve total penetration. The remaining ingredients shall be only those required to provide stability of the product until the product is applied. Upon application the encapsulant must cure and become insoluble in water.
- The material shall be clear in color. Manufacturers may "tag" their material for proof of presence of encapsulant material provided there is no visual color added.
- Fire rating: The product shall have been tested and classified by Underwriters Laboratory in accordance with ASTM E84 for surface burning characteristics (flame spread, fuel contributed, smoke developed) or ASTM E162, flame spread index.
- The acceptable ratings are as follows:

Product shall have flame spread = 0 Product shall have fuel contributed = 0 Product shall have smoke developed = 0

 Encapsulant material shall have been subjected to the following tests in accordance with UM-80 and achieved the following classifications:

Corrosiveness:

Non-corrosive

Odor Emissions:

Negative

Fungi Resistance:

Pass

2.2 TOOLS AND EQUIPMENT

Provide suitable tools for asbestos removal and/or encapsulation.

3. EXECUTION

3.1 PREPARATION

3.1.1 Work Areas:

- Seal off all openings, including but not limited to ducts, grilles and any other penetrations of the work areas, with plastic sheeting sealed with tape. Clean the proposed work areas using HEPA filtered vacuum equipment or wet cleaning methods as appropriate.
- Construct decontamination enclosure system as detailed in 3.1.2.
- Maintain emergency and fire exits from the work areas.
- PRIOR TO ANY REMOVAL WORK, ARCHITECT AND/OR INDUSTRIAL HYGIENIST MUST INSPECT ENTIRE CONTAINMENT, NEGATIVE AIR SYSTEM, AND GIVE WRITTEN APPROVAL TO START REMOVAL. FAILURE TO COMPLY WILL BE DEEMED AN UNAUTHORIZED REMOVAL.

PREPARATION FOR ACM REMOVAL:

• Seal all openings (criticals) of the entire abatement work area. Use a minimum of one layer of true 6 mil plastic.

3.1.2 Decontamination Enclosure Systems

- Build suitable framing. Line with plastic, sealed with tape at all lap joints in the plastic for all enclosures and decontamination enclosure system rooms. Use true 6 mil minimum thickness plastic.
- In all cases access between contaminated and uncontaminated areas will be through an airlock.

Worker Decontamination Enclosure System

Construct a worker decontamination enclosure system adjacent to the work area consisting of three totally enclosed chambers as follows:

- Provide negative air per Appendix "B".
- An equipment room with two curtained doorways one to the equipment room and one to the clean room.
- The shower room with two curtained doorways one to the equipment room and one to the clean room. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of soap at all times in the shower room.
- A clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers street clothes, towels, and other non-contaminated items.
- Arrange the Shower Room so that water from showering does not splash into the changing or equipment rooms. Provide cascaded filter and the output of the primary filter passes through the secondary filter.
- Provide units with disposable filter elements as indicated below.
- Connect so that discharged water passes the primary filter and the output of the primary filter passes through the secondary filter.
- Primary Filter passes particles 20 micron and smaller.
 Secondary Filter passes partials 5 micron and smaller.
- Change the filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter change is caught in the shower pan.
- Waste water filtered as above detailed shall be discharged into the sanitary sewer system.

Equipment Decontamination Enclosure System

Provide or construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

- A washroom, constituting an airlock, with a curtained doorway to a
 designated area of the work area and a curtained doorway to the
 holding area.
- A holding area, constituting an airlock, with a curtained doorway to an uncontaminated area.

Maintenance of Enclosure Systems

- Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
- Visually inspect enclosures at the beginning of each work period.
- Use smoke methods to test effectiveness of barriers when directed by Consultant.

Asbestos Abatement Work Shall Not Commence Until:

- Arrangements have been made for sufficient time for the work areas to be vacated for cleanup and certification.
- Arrangements have been made for disposal of waste at an acceptable site.
- Arrangements have been made for containing and disposal of waste water resulting from wet stripping.
- Work areas and decontamination enclosure systems and parts of the building required to remain in use are effectively segregated.
- Tools, equipment, and material waste receptors are on hand.
- Arrangements have been made for area security.
- All other preparatory steps have been taken and applicable notices posted and permits obtained.

• THE ARCHITECT AND/OR HYGIENIST HAS INSPECTED THE ENTIRE CONTAINMENT, NEGATIVE AIR SYSTEM, AND HAS GIVEN WRITTEN APPROVAL TO START REMOVAL. FAILURE TO COMPLY WILL BE DEEMED AN UNAUTHORIZED REMOVAL.

3.2 ASBESTOS REMOVAL

- 3.2.1 Spray asbestos material with penetrating encapsulant/remover, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Spray the asbestos material repeatedly during work process to maintain wet condition and to minimize asbestos fiber dispersion.
- 3.2.3 Remove the saturated asbestos material in small sections without breaking. As it is removed, wrap the material in 2 layers of (6 mil) (0.15 mm) minimum thickness or place in sealable steel drums and place in labeled containers for transport. Material shall not be allowed to dry out prior to insertion into the container. Materials must be adequately wet prior to when they are put into containers.
- 3.2.4. Seal filled containers airtight. Place caution labels on containers in accordance with OSHA regulation 29 CFR 1926. Clean external surfaces of containers thoroughly by wet sponging in the designated area of the work area which is part of the equipment decontamination enclosure system. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean body suits. Ensure that workers do not enter from uncontaminated areas into washroom or the work area. Ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.
- 3.2.5 After completion of stripping work, all surfaces from which asbestos has been removed shall be HEPA vacuumed. During this work the surfaces being cleaned shall be kept wet.
- 3.2.6 Omitted
- 3.2.7 Cleanup shall be in accordance with 3.6.
- 3.3 Omitted

Omitted

3.6 CLEANUP

- Remove visible accumulations of asbestos material and debris.

 Wet clean all surfaces in the work area and HEPA vacuum.
- Negative pressure shall be maintained and the decontamination enclosure systems shall remain in service.
- Sealed drums, containers and all equipment used in the work area shall be included in the cleanup and shall be removed from the work area, through the equipment decontamination enclosure system.
- A visual inspection and monitoring will be performed at the work area to ensure that the work area is free of visible asbestos fibers. Visual inspection will be done in accordance with ASTM 1368-90.
- When a final inspection determines that the area is free of accumulations of visible asbestos debris, the decontamination enclosure systems shall be removed, the area thoroughly wet cleaned, and materials from the equipment room and shower disposed of as contaminated waste. A final check shall be made to ensure no dust remains on surfaces. Encapsulant (sealer) shall be applied.

3.7 WORK AREA CLEARANCE

This section describes work being performed by Morris and Associates on behalf of the Owner. See Bid Form.

This section sets forth required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the Owner will use to measure these levels.

The owner's inspector must have three (3) hours prior notification of the need for a "visual inspection". Said notification must be at least three (3) hours prior to the end of the regular work shift in order to complete the visual inspection and run the air clearance that day. Otherwise, air clearance will be run the next regular working shift.

3.7.1 CONTRACTOR RELEASE CRITERIA

The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos structure concentrations have been reduced to level specified below. See Article 5.0 – Post Abatement Clean-up and Inspection.

3.7.2 VISUAL INSPECTION

The Contractor's Superintendent shall personally verify the cleanliness of the area before calling the Architect's respresentative to arrange a visual inspection. Work area will be visually inspected by the onsite inspector. The inspector will focus specifically on surface cleanliness which may include pipes, beams, ledges, walls, ceilings, floors, decontamination unit and sheet plastic. The onsite inspector must be satisfied that no dust, debris or residue remain. Project inspector must certify that area is ready for postabatement sampling.

Final Inspections – Contractor shall complete work to be in strict compliance with applicable sections of ASTM 1368 prior to final inspection by Architects representative. If second visual inspection fails, the contractor shall pay for third and any subsequent inspections.

3.7.3 AIR MONITORING

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, Morris AE, Inc., on behalf of the Owner will secure samples and analyze them according to the following procedures. Air monitoring shall be done daily for the duration of the project. Contractor shall furnish to asbestos consultant \$880.00 per day for this service and include final clearance sampling.

Aggressive sampling procedures as described below will be followed. PCM samples will be secured as indicated below.

3.7.4 AGGRESSIVE SAMPLING

All air samples will be taken using aggressive sampling techniques.

Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower electric motor) will be swept against all walls, ceiling, floors, ledges, and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of room volume.

One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location directed toward ceiling and operated at low speed for the entire period of sample collection.

Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors, and vents.

3.7.5 SCHEDULE OF AIR SAMPLES

General: The number and volume of air samples taken and analytical methods used by Morris and Associates, on behalf of the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instructions used.

3.7.6 PHASE CONTRAST MICROSCOPY - Clearance Criteria

All clearance sampling and analysis will be done in compliance with 40 CFR part 763.90 in "Asbestos Containing Materials in Schools: Final Rules".

In Homogeneous Work Area

After completion of all cleaning work, a minimum of 7 samples will be taken and analyzed as follows:

Samples will be collected on 25 mm. cassettes with the following filter media:

PCM: 0.8 mixed cellulose ester in a cassette with a conductive extension cowl.

Location Sampled	Number Of Samples	Analysis Method	Detection Limit Fibers/cc.	Minimun Volume (Liters)	n Rate LPM
Each Work Area Or	5	PCM	<0.005	2,400	1-10
Each Room of Work Area	1 (5 min)	PCM	<0.005	2,400	1-10
Work Area Blank	1	PCM	<0.005	0 .	Open For 30 Seconds
Laboratory Blank	1	PCM	<0.005	0	Do Not Open

Analysis: Fibers on each filter will be measured using the NIOSH Method 7400 entitled "Fibers", published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August, 1987.

Fibers: Fibers referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

<u>Asbestos Structures:</u> Fibers referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

Release Criteria: Decontamination of the work site is complete if the following conditions are met.

1. Work area samples are below filter background levels:
All Work Area sample volumes are greater than 2,400 liters for a 25mm sampling cassette.

All five (5) inside samples must be 0.05 f/cc or less.

If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 3.6 shall be repeated.

3.8 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

Where asbestos containing materials are removed, replacement materials are not included in this project. The buildings will be demolished by another contractor.

3.9 DISPOSAL

- Secure any asbestos waste storage site (i. e., trucks) while awaiting transportation.
- Disposal of drums and containers containing asbestos-containing and asbestos contaminated wastes will be done at an EPA and Arkansas Department of Environmental Quality authorized Class I sanitary landfill. State Pollution Control Authorities will be notified, prior to disposal, of the disposal site, as part of the General Project notification process. See Section 1.4.
- Workers unloading the sealed drums and machinery operators will wear air-purifying respirators when handling material at the disposal site.
- Discharge no visible emissions to the outside air while handling asbestos contaminated waste.
- The bags may be dropped from the drums into the burial site. The drums may be reused. However, if a bag is broken or damaged, the entire drum should be buried.
- Documentation of receipt of asbestos waste disposal must be submitted to the building owner. See Table 2.

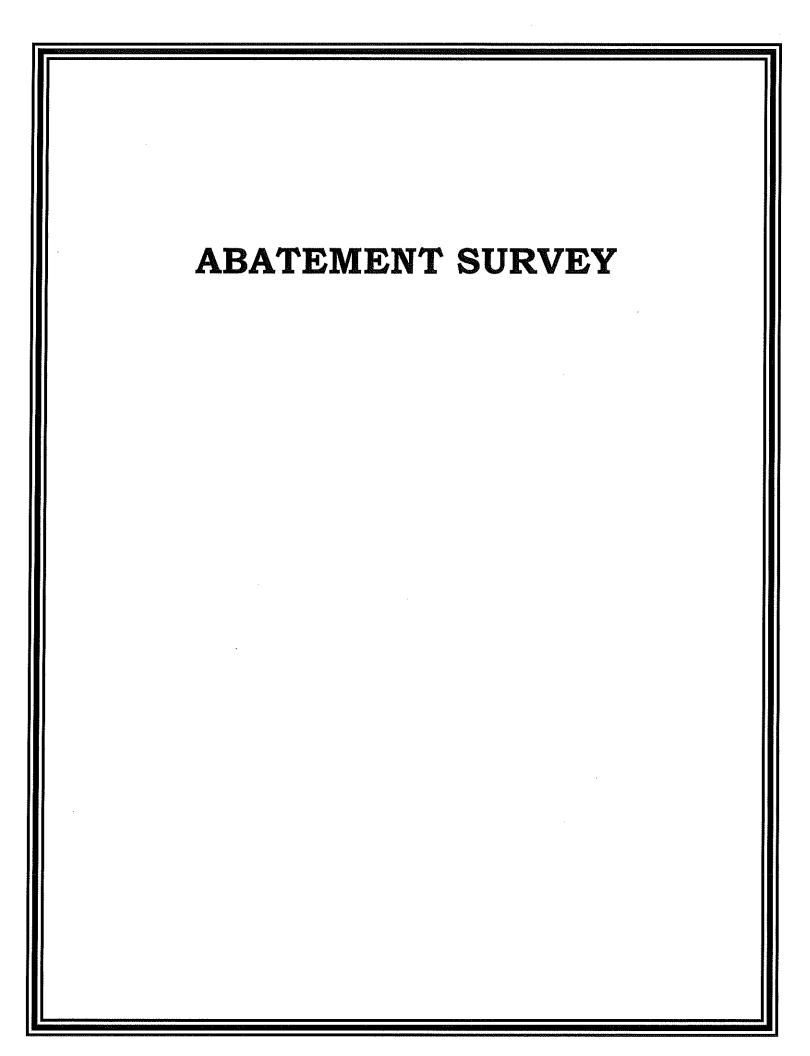
4.0 ELECTRICAL LICENSE REQUIREMENT

- 1. No person shall perform electrical work on the contract without possessing an Arkansas State Master of Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
- 2. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

POST ABATEMENT CLEAN UP AND INSPECTION

The Abatement Contractor shall thoroughly inspect his work area after all criticals and containments are removed and remove all debris from the entire area which remains. Failure to remove all debris will result in the Abatement Contractor being required to return to site to remove debris to the satisfaction of the Owner, Architect, and Industrial Hygienist. Area should be ready for new materials without additional work. Visual Inspection as described in Para. 3.7.2 does not include post abatement inspection and acceptance as described in this Section 5.0.

END OF SECTION



PARTIAL ASBESTOS SURVEY OF HEMLOCK COURTS 400 NORTH PALM STREET NORTH LITTLE ROCK, ARKANSAS FOR THE NORTH LITTLE ROCK HOUSING AUTHORITY

MARCH 28 & APRIL 1, 2024

M & A PROJECT #3555-24



Morris & Associates, Architects, Environmental Consultants 5005 Hwy. 161 * P.O. Box 242 * Scott, AR 72142 (501) 961-1003 * Fax (501) 961-1239

PARTIAL ASBESTOS INSPECTION REPORT NORTH LITTLE ROCK HOUSING AUTHORITY HEMLOCK COURTS 400 NORTH PALM STREET NORTH LITTLE ROCK, ARKANSAS

On March 28 and April 1, 2024, Rex Morris, Liz Simpson and Craig Tolleson, AHERA Certified Inspectors conducted an asbestos survey of Hemlock Courts 400 North Palm Street, North Little Rock, Arkansas to determine the presence of asbestos containing materials. The buildings are scheduled for total demolition.

The survey was conducted in general accordance with Federal Register, Part III, Environmental Protection Agency, 40 CFR Part 763 – Asbestos Containing Materials in Schools; Final Rule and Notice, dated October 30, 1987. Specific sub parts of this document include 763.85 – Inspections and Reinspection, 763.86 – Sampling, 763.87 – Analysis.

Congress enacted the Asbestos School Hazard Abatement Reauthorization Act (ASHARA) on November 28, 1990. On November 28, 1992 the extended accreditation took effect requiring all persons inspecting for asbestos, designing or conducting asbestos response actions in public and commercial buildings to be accredited according to the Model Accreditation Plan. AHERA Certified Inspectors, licensed in the State of Arkansas, performed this inspection.

The survey was conducted in substantial compliance with the AHERA Regulations.

The first section of the report is a written summary of each bulk sample that contains asbestos. Included in this summary are materials that are assumed to contain asbestos. Bulk samples were not collected on assumed materials. The assumption comes from past inspections on similar materials revealing positive analysis.

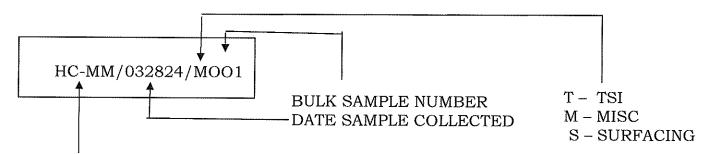
This is followed by the Field Survey Form, Sample Log and Chain of custody Record. This form identifies the building as (HC-Building name as listed below), 400 North Palm Street, North Little Rock, Arkansas; date bulk sample was collected, and sample number. The bulk samples were taken in accordance with Federal Regulation 40 CFR Part 763.86 (AHERA).

BULK SAMPLES ARE FORMATTED AS FOLLOWS:

M001 BULK SAMPLE WITH CHRONOLOGICAL NUMBER TAKEN DURING INSPECTION.

- T INDICATES A BULK SAMPLE TAKEN FROM THERMAL SYSTEM INSULATION.
- M INDICATES A BULK SAMPLE TAKEN FROM MISCELLANEOUS MATERIALS
- S INDICATES BULK SAMPLE TAKEN FROM SURFACING MATERIALS.

BULK SAMPLES TAKEN DURING THE INSPECTION ARE FORMATTED AS FOLLOWS:



HEMLOCK COURTS
BUILDING NAME IS INDICATED ON EACH SAMPLE

The next document is the laboratory analysis report. This report contains a microscopic analysis of each bulk sample collected. The report states the percentage of asbestos and any other fibrous materials.

All Samples were analyzed by (PLM) Polarized Light Microscopy with dispersion staining techniques by an NIST NVLAP accredited laboratory.

The sample numbers are prefixed as follows: M – miscellaneous material, T – thermal insulation material, S – surfacing material. All sample numbers are three digits. The laboratory is required to analyze each layer separately and report each separately. Each layer is marked with a number following the sample number. Sample M001 would be broken down as miscellaneous material, layers M001-1, M001-2, etc.

Following is a recap of samples collected that revealed regulated amounts of asbestos:

HC-MM - M&M Building

Sample M002 was taken from Community Room floor. The material is two layers of 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample M004 was taken from the office floor. Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

HC-114 - Apartment #114

Sample M005 was taken from apartment 114 living room floor. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample M006 was taken from apartment 114 hallway wall. The material is sheetrock joint compound and contains 2% Chrysotile asbestos. The material is in good condition.

Sample T007 (Lab reported it as M007) was taken from apartment 114 HVAC closet domestic water line fitting. The material is mud insulation on pipe insulation and contains 4% amosite and 1% chrysotile asbestos. The material is in damaged condition.

<u>HC-113 – Apartment #113</u>

Sample M008 was taken from apartment 113 bedroom floor. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample M009 was taken from apartment 113 bedroom ceiling. The material is sheetrock joint compound and contains 2% Chrysotile asbestos. The material is in good condition.

HC-107 - Apartment #107

Sample M010 was taken from apartment 107 hallway floor. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

HC-106 - Apartment #106

Sample M012 was taken from apartment 106 living room floor. The Material is 12x12 floor tile and black mastic. The floor tile and black mastic both contain 2% chrysotile asbestos. The material is in good condition.

Sample M013 was taken from apartment 106 hallway wall. The material is sheetrock joint compound and contains 2% Chrysotile asbestos. The material is in good condition.

<u>HC-103 – Apartment #103</u>

Sample M015 was taken from apartment 103 Living Room. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

<u>HC-99 – Apartment # 99</u>

Sample M017 was taken from apartment 99 Living Room. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

<u>HC-102 – Apartment #102</u>

Sample T020 was taken from apartment 102 HVAC closet domestic water line fitting. The material is mud insulation on pipe insulation and contains 4% amosite and 6% chrysotile asbestos. The material is in damaged condition.

HC-97 - Apartment #97

Sample M027 was taken from apartment 97 living room floor. The Material is 12x12 floor tile "two layers" and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample M028 was taken from apartment 97 living room wall. The material is sheetrock joint compound and contains 2% Chrysotile asbestos. The material is in good condition.

<u> HC-98 – Apartment #98</u>

Sample M029 was taken from apartment 98 living room floor. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample T030 was taken from apartment 98 HVAC closet domestic water line fitting. The material is mud insulation on pipe insulation and contains 3% amosite and 5% chrysotile asbestos. The material is in damaged condition.

HC-B&G - Boys and Girls Club Building

Sample M033 was taken from the boys and girls club activity room floor. The Material is 12x12 floor tile and black mastic. The floor tile and black mastic both contain 2% chrysotile asbestos. The material is in good condition.

Sample M034 was taken from the boys and girls club east office. The Material is 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

HC-DC - Day Care Center

Sample M036 was taken from the Day Care Center east end floor. The material is two layers of 12x12 floor tile and black mastic. The black mastic contains 2% chrysotile asbestos. The material is in good condition.

Sample M037 was taken from the Day Care Center storage room wall. The material is sheetrock joint compound and contains 2% chrysotile asbestos. The material is in good condition.

Sample M041 was taken from the Day Care Center west end ceiling. The material is sheetrock joint compound texture and contains 2% Chrysotile asbestos. The second layer is sheetrock joint compound beneath tap and contains 2% chrysotile asbestos. The material is in good condition.

Materials which are assumed to contain asbestos are as follows:

All fluorescent light fixtures with ballast containing PCB's must be disposed of properly unless noted "no pcb's".

Fluorescent light tubes contains mercury and must be disposed of properly.

Additional 1994 asbestos survey is included in this report and should be referenced.

END OF ASBESTOS INSPECTION REPORT

By:

Craig Tolleson IH

		:

2024 BULK SAMPLE LABORATORY ANALYSIS

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PROJECT_ 3555-24	ing LOCATION Lembock Court DATE 3/28/24 PAGE 1/4
NO. HC-MM-032824-MOO! LOCATION Community BOOD DESCRIPTION 12x12 ceiling tile	Ruy SAMPLED BY
NO. HC-MM - 032824-MOOZ LOCATION Community Run DESCRIPTION 12×12 VAT (2 layers	
NO. HC-MM-032824-MOD3 LOCATION Community Room-1	SAMPLED BY
NO. HC-MM-032824-MOOF LOCATION OFFICE DESCRIPTION 12×12 VAT (1 layer)	
NO.HC-114-032824-MOOS LOCATION Siving Room	
DESCRIPTION 12×12VAT (Ilayer) 4 Relinqushed By Signature: 5 Luylow Printed: LIZ SIMPSON Date: 3/28/24 Time:	Laboratory: Laboratory Instructions: ———————————————————————————————————
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	LOCATION Lem	1
PROJECT3555-24	DATE 3/28/24	PAGE <u>7.74</u>
NO. HC-114-032824-M006 LOCATION Hall		
DESCRIPTION Sheetrock punt	compound	
NO. HC-114-032824-TOOT LOCATION HVAC Closet	SAMPLED BY	t
DESCRIPTION mud Litting		
NO. HC-113-032824-MOOB LOCATION BEDTOOM	SAMPLED BY C	t
DESCRIPTION 12x12 VAT (1 layer) & black mastie	
NO. HC-113-032824-M009 LOCATION Bedroom DESCRIPTION Sheetrack joins	SAMPLED BY C	
NO.HC-107-032824-MOIO LOCATION_Hall		,
DESCRIPTION 12×12 VAT (1 layer)) & black mastic	
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CLIENT_NLRHA PROJECT3555-24	LOCATION Hemlock Court DATE 3/28/24 PAGE 3/4
NO.HC-107-032824-MOII LOCATION bathroom	
NO. HC-106-032824-MOIZ LOCATION Juing room DESCRIPTION 12X12 VAT (1 laye	SAMPLED BY
NO. HC - 106 - 032824 - MO13 LOCATION_Hall	
NO. HC-103-032824-M014 LOCATION Quino room	,
NO.HC-103-032824-MOIS LOCATION Quing room DESCRIPTION 12×12 VAT (1 laye	SAMPLED BY
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PROJECT3555 - 24	DATE 3 128/24 I	PAGE 4 / 4
NO.HC-103-032824-MOIC LOCATION Civing room DESCRIPTION Ceiling texture	SAMPLED BY	£
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DESCRIPTION	and the same of th	
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DESCRIPTION		
	SAMPLED BY	
LOCATION	***	
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FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

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PROJECT 3555-24	DATE <u>4 / 1 / 24 PAGE 1 / 8</u>
NO, HC 99-040124-MO17	SAMPLED BY C
LOCATION Curing Room	
LOCATION Living Room DESCRIPTION 12×12 VAT \$ Wack	mastie
NO. HC 99 - 040124-5018	SAMPLED BY
LOCATION Living room	
DESCRIPTION ceiling texture	
NO. HC99-040124-MO19	1
LOCATION Living Room	
DESCRIPTION Sheetrock point Com	round (if magative do TEM)
NO. HC 102-040124-T020	SAMPLED BY
LOCATION HVAC Closet	
DESCRIPTION Mud fitting	
NO. HC102 - 040124 - MOZI	SAMPLED BY Ch
LOCATION Living room	•
DESCRIPTION 12 x 12 VAT & Wast	le
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CLIENT NLRSHA	LOCATION Hemlock Courts
PROJECT 3555-24	DATE 4/1/24 PAGE 2/8
NO. HC102-040124-M027	sampled by
LOCATION Living Room	
DESCRIPTION Sheetrock joint con	upound.
_	SAMPLED BY
LOCATION Civing Room	i
DESCRIPTION 12×12 VAT 4_Mas	tie,
NO. HC94-040124-MOZ4	SAMPLED BY
LOCATION Living Room	
DESCRIPTION Short Lout Comp	sound (it nogative do TEM)
NO. HC 95-040124-MO25	SAMPLED BY Ct
LOCATION Living Room	
DESCRIPTION Sheethock joint co	mpound
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DESCRIPTION 12×12 VAT & mast	u
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FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

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PROJECT 355574	DATE 4/2/24 PAGE 3/8
NO. HC97-040124-M027	SAMPLED BY
LOCATION living Rown	
DESCRIPTION 12412 VAT & black mak	itie (2 byers)
NO. HC97-040124-MOZ8	SAMPLED BY
LOCATION Living Room	-
DESCRIPTION Sheetrock joint compour	id (if regative do TEN)
NO. H C98-0401924-M029 LOCATION Living Room	SAMPLED BY
DESCRIPTION 12x12VAT & Wlack maste	ic (1 Dayer)
NO. HC 98-040124-T030 LOCATION HVAC Closet DESCRIPTION Mud fitting	SAMPLED BY
NO. HCB&G-040124-MO31	SAMPLED BY
LOCATION Kitchen storage	
DESCRIPTION 12×12 VAT & maslic	
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	atory Instructions:
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PROJECT 3555-24	DATE <u>4/2/24</u> PAGE <u>4/8</u>
NO. HCB&G-0401&4-M032	SAMPLED BYC
LOCATION Storage room	
DESCRIPTION 2×4 Day in Ceilin	g tile
NO. HCB&G-040124-M033	SAMPLED BY
LOCATION activity row	
DESCRIPTION 12x12VAT & black me	adu;
NO. HCB&B-040124-M034	ž.
LOCATION last office	
DESCRIPTION 12x12 VAT & black M	aste
NO. HCB&G. 040124-M035	
LOCATION Hot Water Heater Closet	
DESCRIPTION 2x4 Jay in Ceiling to	. 0.
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1101	SAMPLED BY
LOCATION day care last	
DESCRIPTION 12x12 VAT & black Mou	stie (2 Vayers)
	aboratory:
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FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

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PROJECT3555-24	DATE 4/1/24 PAGE 5/8
NO. HCDC -040124-M037	SAMPLED BY
LOCATION Storage	
DESCRIPTION Sheetrock joint co	inpound (if negative do TEM)
NO. HCDC-040124-5038	SAMPLED BY
LOCATION Cluter area	
DESCRIPTION Ceiling Texture	
NO. HCDC-040124-M039	SAMPLED BY
LOCATION Center Section	
DESCRIPTION 12×12 VAT & black 1	uastic (2 Jayers)
	_ 4
1(0),	SAMPLED BY CA.
LOCATION West end	
DESCRIPTION ceiling texture	
NO. HCDC-040124 - mo41	SAMPLED BY
LOCATION West End	
DESCRIPTION Sheatrock joint Comp	sound (if negative do 1 EM)
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FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

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PROJECT 3555-24	DATE 4 / 1 /24 PAGE 6/8
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NO. HC30-040124- MO42	SAMPLED BY
LOCATION upstains	
DESCRIPTION 12×12 VAT & MOSTLE	
1	SAMPLED BY
LOCATION Time room	
DESCRIPTION 12 x 12 VAT & Masti	<u>C</u>
NO. HC30-040124-M044	SAMPLED BY
LOCATION Kitchen	0 d / 1 d To)
DESCRIPTIONS heatrock joint com	pound (c) negerino do 1EM)
NO. HC 33 - 040124 - M045	SAMPLED BY
LOCATION Ruing Room	
DESCRIPTION 12×12 V&T € Mastic	
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	SAMPLED BY
LOCATION Ging Goon	
DESCRIPTION Sheetrock joint con	upound
Relinqushed By	Laboratory:
Signature Sumpson	Laboratory Instructions:
Printed: LIE SIMPSON	
Date: 4/2/24 Time:	TEM Bulk
Received By	Turnaround:IMM24 HR.
Signature: APR 0 3 2024	48 HR72 HR.
Printed:	1 Week
Date:/ Time: Extraction	
Mail Results To: P.O. Box 242	email Results To:
Scott, AR 72142	admin@morrisae.com
Aug. (2)	liz@morrisae.com
Attn:	Attn;

environmental consultants



ASBESTOS

FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

CLIENT WLRHA PROJECT 3555-24	LOCATION Hemlock Courts DATE 4/1/24 PAGE 7/8
NO. HC27-040124-MO47 LOCATION living LOOM DESCRIPTION 12×12VAT & MOSTU	SAMPLED BY #
LOCATION Joing room	SAMPLED BY the uportion do TEM
NO. HC19-040124-M049 LOCATION_ exterior	SAMPLED BY
DESCRIPTION COmposition Sh NO. HC 19-040124-M050 LOCATION Civing soom	SAMPLED BY
LOCATION Juine room	sampled by Cl upound (if negative do TEM)
Relinqushed By Signature: Printed: Received By Signature: Received By Signature: Printed: Date: APR U3 2024 Time: Mail Results To: P.O. Box 242 Scott, AR 72142	Laboratory: Laboratory Instructions: ———————————————————————————————————

environmental consultants



ASBESTOS

FIELD SURVEY FORM / BULK SAMPLE LOG AND CHAIN OF CUSTODY RECORD

	LOCATION Hemlock Courts DATE 4/1/24 PAGE 8/8
NO. HC 19 - 040124-M052 LOCATION GUILLE LOOM DESCRIPTION 12×12 VAT & MOST	
NO. HC 19-040124-M053 LOCATION Quine 100m	ompound (it nogotive do TEM)
	SAMPLED BY C
NO. HC12-040124-M055 LOCATION Kitchen DESCRIPTION Sheetrock joint o	SAMPLED BY
NO. HC12-040124-MOSG	SAMPLED BY Ct
Relinqushed By Signature: A MADOW Printed: L12 SIMPSON Date: 4/2/24 Time: 40:30AM Received By Signature: APR 03 2024 Printed: Date: // Time: P.O. Box 242 Scott, AR 72142	Laboratory: Laboratory Instructions:
White Copy – Lab	Yellow Copy - File

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs. L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

RE:CAL24042519

CAL24042519AmendedEC

North Little Rock Housing, 3555-24

Turnaround Time:

Date: 4/3/2024

24 Hours

Samples Rec'd: 4/2/24 10:30AM

Phone #

501-961-1003

Date Of Sampling:

3/28/2024

Fax# Laboratory

Sample ID

27535

27536

27537

27538

27538

Layer

Homogeneo

us

(Y/N)

Asbestos type / calibrated visual estimate percent

Non-asbestos fiber type / percent

100% ce

Purchase Order #:

Nonfibrous type / percent

HC-MM-

M001

M002

Sample #

032824-M001-

Com

ment

Ceiling Tile/ white surfacing 1

Subsample

tan ceiling tile

black mastic

Analysts Physical Description of

None Detected

None Detected

None Detected

2% Chrysotile

None Detected

None Detected

100% qu,bi

M001-2

27535 HC-MM-032824-

M002-VAT and Mastic/ tan flooring 1

M003- Sheetrock Joint Compound/

white surfaced white compound

100% qu,ca

98% gy,bi

mi,qu,bi,ca

100% qu,ca

100%

M002-

27536 HC-MM-

032824-M003

M004

HC-MM-032824-

> 1 VAT and Mastic/ tan floor tile

M004-

M004-

black mastic

2% Chrysotile

98% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke fine method.

ca - carbonate gy - gypsum bi - binder

or - organic

ma - matrix

mi - mica ve - vermiculite ot - alber

pe - perlite

gu - quartz

fg - fiberglass mw - mineral wool wo - wollastonite

ta - talc

sy - synthetic

ce - cellulose br - brucite

ka - kaolin (clay) pa - palygorskite (clay)

Approved Signatories:

Justin Cox

Analyst

Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant fiber damages effecting librous percentages
 Actinolite in association with Vermiculite

edishoots kompletes/as bestes/PLAReportals (Rodsfor & 18/30/2023)

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

C.T.Re

Technical Manager

Senior Analyst Julio Robles

Tanner Rasmussen

6. Anthophylille in association with Fibrous Taic Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

RE:CAL24042519

CAL24042519AmendedEC

North Little Rock Housing, 3555-24

Turnaround Time:

Date: 4/3/2024

24 Hours

(Y/N)

Samples Rec'd: 4/2/24 10:30AM

Phone #

501-961-1003

Date Of Sampling:

3/28/2024

27539

27540

Purchase Order #:

Fax# Laboratory Sample # Sample ID

Com Layer

ment

Homogeneo US

Asbestos type / calibrated visual estimate percent Non-asbestos fiber type / percent

Nonfibrous type / percent

HC-114-032824-

M005-

#

VAT and Mastic/ tan floor tile

Analysts Physical Description of

None Detected

2% Chrysotile

2% Chrysotile

2% Amosite

1% Chrysotile

100% qu,ca

98% gy,bi

mi,qu,bi,ca

qu,ca,ma

100% qu,ca

98% gy,bi

98%

97%

M005-27539 2

black mastic Sheetrock Joint Compound/ HC-114-M006- white surfaced off-white 032824-

M008-

2

M006 HC-114-

M005

032824-M007 27541

HC-113-032824-800M 27542

M008-27542

HC-113-M009 27543

M007-Mud Fitting/ gray insulation 1

tan and black mastic

M009- white surfaced off-white

compound

Sheetrock Joint Compound/

compound

VAT and Mastic/ tan floor tile None Detected

2% Chrysotile

98% mi,qu,bi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM

2% Chrysotile TDSHS 30-0235

AIHA LAP. LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate gy - gypsum bl - binder

or - organic

ma - matrix

ml - mica ve - vermiculite ot - other

pe - perlite

qu - quartz

lg - fiberglass mw - mineral wool wo - wollastonite

ta - talc

sy - synthetic

ce - cellulose br - brucite

ka - kaolin (clay) pa - palygorskite (clay)

Approved Signatories:

Justin Cox

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

Layer not analyzed - attached to previous positive layer and contamination is suspected
 Not enough sample to analyze

TRE Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophyllite in association with Fibrous Talc

7. Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

RE:CAL24042519

CAL24042519AmendedEC

North Little Rock Housing, 3555-24

Date: 4/3/2024

Turnaround Time:

24 Hours

Samples Rec'd: 4/2/24 10:30AM

Phone #

501-961-1003

Date Of Sampling: Purchase Order #: 3/28/2024

Layer

#

Asbestos type / Non-asbestos Non-

Fax# Laboratory Sample ID

27544

27545

27546

27546

27548

Com

ment

Analysts Physical Description of Homogeneo us

(Y/N)

calibrated visual estimate percent

fiber type / fibrous percent type / percent

HC-107-032824-

M010

Sample #

M010-

VAT and Mastic/ tan floor tile

None Detected

2% Chrysotile

100% q<u>u,ca</u>

98% gy,bi

M010-

27544 2 black mastic HC-107-

> 032824~ M011

white surfaced white compound None Detected 100%

HC-106-032824-

M012-M012

2% Chrysotile

98% qu,ca

mi,qu,bi,ca

M012-

HC-106-032824-27547 M013

M014

M013- tan surfaced off-white compound

M011- Sheetrock Joint Compound/

VAT and Mastic/ tan floor tile

Sheetrock Joint Compound/

2% Chrysotile

2% Chrysotile

98% gy,bi 98%

HC-103-

032824-M014- Sheetrock Joint Compound/ white surfaced white compound

black mastic

100% mi,qu,bi,ca

mi,qu,bi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM

None Detected TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for

ca - carbonate

mi - mlca

identification of asbestos types by dispersion attaining / becke line method. fg - fiberglass

gy - gypsum bi - binder

ve - vermiculite

mw - mineral wool

ce - cellulose br - brucite

or - organic ma - matrix

ot - other pe - perlite qu - quartz

wo - wollastonite

sy - synthetic

ta - talc

ka - kaolin (clay) pa - palygorskite (clay)

Approved Signatories:

Justin Cox

f. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant liber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

T. Re

Technical Manager

Senior Analyst Julio Robles

Tanner Rasmussen

6. Anthophyllite in association with Fibrous Talc 7. Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

< 1% Result point counted positive
 TEM analysis suggested

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

RE:CAL24042519

CAL24042519AmendedEC

North Little Rock Housing, 3555-24

Turnaround Time:

Date: 4/3/2024

24 Hours

geneo

(Y/N)

US

Samples Rec'd: 4/2/24 10:30AM

Phone #

501-961-1003

#

Date Of Sampling:

3/28/2024

Homo-

Purchase Order #: Non-asbestos

Fax# Laboratory Sample ID

27549

27550

Sample # Com Layer ment

Analysts Physical Description of Subsample

Asbestos type / calibrated visual estimate percent

fiber type / percent

Nonfibrous type / percent

HC-103-032824-

M015

M015- VAT and Mastic/ white floor tile

None Detected

100% qu,ca

M015-

27549 2 tan and black mastic 2% Chrvsotile

98% gy,bi

HC-103-032824-

M016- Ceiling Texture/ white M016 textured surfacing

None Detected

100% qu,bi,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica ve - vermiculite fg - fiberglass mw - mineral wool wo - wollastonite

ce - cellulose br - brucite ka - kaolin (clay)

gy - gypsum bi - binder or - organic ma - matrix

ot - other pe - perlite qu - quartz

ta - talc sy - synthetic pa - palygorskile (clay)

Approved Signatories:

Justin Cox

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered libers

2. Fire Damage no significant liber damages effecting fibrous percentage

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophyllite in association with Fibrous Talo

T.Re

7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculitie for possible analysis by another

method
9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs. L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

3555-24, North Little Rock

CA Labs Project #: CAL24042577EC

Morris & Associates

P.O. Box 242, 5005 Hwy 161

Sample #

Scott, AR 72142

Housing **Turnaround Time:**

Date: 4/4/2024

24 hour

Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Layer

Date Of Sampling: Purchase Order #: 4/1/2024

Fax# Laboratory

Sample ID

28404

28407

28408

Homogeneo

Asbestos type /

Non-asbestos

Nonfibrous

ment

Com

Analysts Physical Description of Subsample

us (Y/N) calibrated visual estimate percent fiber type / percent

type / percent

HC99-040124-

M017

HC99-

040124-

040124-

HC102-

T020

HC99-040124 tile M017-1

VAT & Mastic/ off-white floor None Detected

100% qu,ca

HC99-28404

040124-M017-2

tan and black mastic HC99

textured surfacing

2% Chrysotile

98% gy,bi

100%

100%

qu,bi,ca

qu,pe,ca

28405 S018 HC99-040124-28406

off-white surfaced white 040124-M019 compound M019-1 HC102-

040124-

HC102-040124-Mud Fitting/ gray insulation T020-1

Ceilina Texture/ white

Sheetrock Joint Compound/

6% Chrysotile 4% Amosite

None Detected

None Detected

None Detected

10% ce 5% fg

75% qu,ca,ma

040124-28408 M021

> HC102-040124могл-г tan mastic

HC102

VAT & Mastic/ tan floor tile

None Detected

100% gy,bi

100% qu,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica

qu - quartz

fo - fiberolass

ce - cellulose

gy - gypsum bi - binder or - organic

ma - matrix

ve - vermiculite ot - other

mw - mineral wool wo - wollastonite

br - brucite ka - kaolin (clav)

pe - perlite

ta - talc sy - synthetic pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

Fire Damage significant fiber damage - reported percentages reflect unaftered libers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

hitompiatos/asbostos/PUI/Report is (Revision 6 10/10/2023)

5. Not enough sample to analyze

Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophyilite in association with Fibrous Taic

T. Rea

7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

CA Labs Dedicated to Quality Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

CA Labs Project #:

Morris & Associates

3555-24, North Little Rock Housing

CAL24042577EC

P.O. Box 242, 5005 Hwy 161

Turnaround Time:

US

Scott, AR 72142

24 hour

Date: 4/4/2024 Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

Fax #

28410

28411

#

040124-

M023-1

Purchase Order #: Homo-

Non-asbestos Non-

Laboratory Sample # Com Layer Sample ID ment

HC102-

Analysts Physical Description of Subsample

Sheetrock Joint Compound/

off-white surfaced white

VAT & Mastic/ tan floor tile

compound

Asbestos type / aeneo calibrated visual estimate percent (Y/N)

fiber type / percent

fibrous type / percent

040124-28409 M022

HC94-040124-HC94 040124-M023

None Detected

None Detected

100% qu,ca

100%

qu,bi,ca

HC94 040124 28410

040124-

M024

HC95-040124--

M026

HC94-

Sheetrock Joint Compound/ HC94off-white surfaced white 040124-M024-1 compound Sheetrock Joint Compound/

off-white surfaced white

None Detected

None Detected

100% gy,bi 100%

qu,bi,ca

100%

qu,bi,ca

HC95-040124-28412 M025

HOSS

HC95-

HC95-

040124

M025-1

VAT & Mastic/ tan floor tile

None Detected

None Detected

100% qu,ca

28413

28413

040124-M026-2 tan mastic Dallas NVLAP Lab Code 200349-0 TEM/PLM

compound

None Detected TDSHS 30-0235

100% gy,bi

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica

fg - fiberglass

ce - cellulose

gy - gypsum bi - binder or - organic

ma - matrix

ve - vermiculite ot - other pe - perlite qu - quartz

mw - mineral wool wo - wollastonite

sy - synthetic

br - brucite

ka - kaolin (clav)

pa - pałygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant fiber damages effecting librous percentages
 Actinolite in association with Vermiculite

Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

Technical Manager

Senior Analyst Julio Robles

Tanner Rasmussen

6. Anthophylitte in association with Fibrous Talo

Contamination suspected from other building materials
 Favorable scenario for water separation on vermiculite for possible analysis by another

< 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

CA Labs Project #:

Morris & Associates

3555-24, North Little Rock Housing

CAL24042577EC

P.O. Box 242, 5005 Hwy 161

Turnaround Time:

Date: 4/4/2024

Scott, AR 72142

24 hour

Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

Sample ID

Asbestos type /

Purchase Order #: Non-asbestos

Fax# Laboratory

Com

ment

Homogeneo

นธ

(Y/N)

calibrated visual estimate percent

fiber type / percent

Nonfibrous type / percent

HC97-

Sample #

040124-M027

HC97 040124

Layer

#

VAT & Mastic/ beige floor tile

Analysts Physical Description of

None Detected

100% qu,ca

28414

28414

HC97-040194 M027-2 tan floor tile

None Detected

100% qu,ca

28414

HC97-040124-

M029

tan and black mastic Sheetrock Joint Compound/ 2% Chrysotile

98% gy,bi

98%

qu,bi,ca

M028 28415

HC98-040124-

HC98 040124-VAT & Mastic/ gray floor tile M029-1

HC97-

white surfaced tan compound

2% Chrysotile

None Detected

100% qu,ca

28416

28417

28416

HC98 black mastic

2% Chrysotile

98% gy,bi

HC98-040124-

T030

HC98-040124-Mud Fitting/ tan woven

covering

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica

Dallas NVLAP Lab Code 200349-0 TEM/PLM

fg - fiberglass

sy - synthetic

ta - talc

ce - cellulose

gy - gypsum

ve - vermiculite at - other

mw - mineral wool

br - brucite

bi - binder or - organic

pe - perlite qu - quartz wo - wollastonite

ka - kaolin (clav)

pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

proadshootstomptgas/psbesios/PLMReportula (Residen & 19/30/2023)

2. Fire Damage no significant fiber damages effecting fibrous percentages

A. Actinolite in association with Vermiculitie
 Layer not analyzed - attached to previous positive layer and contamination is suspected.

5. Not enough sample to analyze

T. Rea

Technical Manager

Senior Analyst Julio Robles

Tanner Rasmussen

6. Anthophylille in association with Fibrous Talc 7. Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Scott, AR 72142

Attn: Liz Ketcherside

Subsample

Customer Project:

CA Labs Project #:

Morris & Associates P.O. Box 242, 5005 Hwy 161

Sample #

3555-24, North Little Rock

CAL24042577EC

Housing

24 hour

Turnaround Time:

Date: 4/4/2024

Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

Purchase Order #:

Fax # Laboratory

Sample ID

Layer

#

Com

ment

Homogeneo

US

(Y/N)

Asbestos type / calibrated visual estimate percent Non-asbestos fiber type / percent

Nonfibrous type / percent

28417

040124 gray insulation

> HCB&G-040124

5% Chrysotile 3% Amosite

10% ce 5% fg

77% qu,ca,ma

HCB&G-040124-28418

HCB&G 040124-M031 10 M031-1

VAT & Mastic/ brown floor tile

Analysts Physical Description of

None Detected

100% qu,ca

28418

HCB&G-040124-

HCB&G- Lay In Ceiling Tile/ white surfacing

black mastic

tan ceiling tile

None Detected

None Detected

100% gy,bi

100% qu,bi

28419 M032

HCB&G-

40% fa None Detected 30% ce 30% qu,pe,ca

HCB&G-040124-

HCB&G-040124-VAT & Mastic/ off-white floor M033 tile M033-1

040124-M032-2

2% Chrysotile

98% qu,ca

28420

28420

28419

HCB&G-

tan and black mastic Dallas NVLAP Lab Code 200349-0 TEM/PLM

2% Chrysotile

98% gy,bi

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica ve - vermiculite lg - fiberglass

sy - synthetic

ce - cellulose

TDSHS 30-0235

br - brucite

gy - gypsum bí - binder or - organic ma - matrix

ot - other pe - perlite qu - quartz mw - mineral wool wo - wollastonite ta - talc

ka - kaolio (clav)

pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst 1. Fire Damage significant fiber damage - reported percentages reliect unaltered fibers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

- Re

Technical Manager

Senior Analyst Julio Robles

Tanner Rasmussen

6. Anthophyllite in association with Fibrous Talc

7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another

< 1% Result point counted positive
 TEM analysis suggested

CA Labs Dedicated to Quality Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

black mastic

tan ceiling tile

Customer Project:

CA Labs Project #:

Morris & Associates P.O. Box 242, 5005 Hwy 161

Sample #

040124-

M034

M035

3555-24, North Little Rock Housing

CAL24042577EC

Scott, AR 72142

Turnaround Time:

Date: 4/4/2024

24 hour

Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

Fax# Laboratory

Sample ID

28421

28422

Com

ment

Homogeneo

us

(Y/N)

Asbestos type / calibrated visual estimate percent

Non-asbestos fiber type /

40% fg

percent

Purchase Order #:

Nonfibrous type / percent

HCB&G-

HCB&G

Laver

None Detected

100% qu,ca

28421

M034-1

040124

VAT & Mastic/ tan floor tile

Analysts Physical Description of

2% Chrysotile

98% gy,bi

HCB&G-040124-

HCB&G-Lay In Ceiling Tile/ white surfacing M035-1

HCB&G

040124

HCDC-040124 None Detected

100% qu,bi

qu,pe,ca

30%

28422 HCDC-

040124-HCDC-040124-10 M036-1

VAT & Mastic/ off-white floor tile

30% ce

None Detected

None Detected

2% Chrysotile

100% qu,ca

28423

28424

28423

HCDC-

M036

040124-M037

tan compound

black mastic

Sheetrock Joint Compound/

2% Chrysotile Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

98% qu,ca

98% gy,bi

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix & to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica ve - vermiculite fg - liberglass

ce - cellulose br - brucite

av - avasum bi - binder or - organic ma - matrix

at - other pe - perlite qu - quartz mw - mineral wool wo - wollastonite ta - talc sy - synthetic

ka - kaolin (ciay) pa - palygorskite (clay)

Approved Signatories:

a Metit

Jose Matute Analyst

John Monaco Analyst

Fire Damage significant liber damage - reported percentages reflect unaitered fibers
 Fire Damage no significant liber damages effecting librous percentages

Actinofite in association with Vermiculite
 Layer not analyzed - attached to previous positive layer and contamination is suspected.

5. Not enough sample to analyze

Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robies

6. Anthophylitle in association with Fibrous Talc

7. Contamination suspected from other building materials

T. Re

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

Sample #

3555-24, North Little Rock Housing

CAL24042577EC

Turnaround Time: 24 hour

Date: 4/4/2024 Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Layer

#

040124-

HCDC:

M039-1

Date Of Sampling:

4/1/2024

Purchase Order #:

Fax# Laboratory Sample ID

Com

ment

10

Analysts Physical Description of Homogeneo ИS

(Y/N)

Asbestos type / calibrated visual estimate percent Non-asbestos fiber type / percent

Nonfibrous type / percent

98%

	HCDC-
	040124-
~~	

28425	S038
	HCDC-
	040124-

28426 M039 VAT & Mastic/ tan floor tile

Ceiling Texture/ white

textured surfacing

None Detected

None Detected

2% ta qu,bi,ca

HCDC-28426

040124 HCDC-

black mastic HODO-Ceiling Texture/ white

None Detected

100% gy,bi

100%

qu,bi,ca

100% qu,ca

040124-28427 S040

> HCDC-040124-

M041

040124-

M041-1

S040-1

tan drywall with brown paper HCDC-Sheetrock Joint Compound/

white textured surfacing

surfaced tan compound

None Detected

2% Chrysotile

None Detected

20% ce

80% qu,gy

98%

qu,bi,ca

28428

28428

28427

HCDC-040124

tan compound (beneath tape)

2% Chrysotile

98% qu,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235 AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for

ca - carbonate

mi - mica

identification of asbestos types by dispersion attaining / becke line method. fg - fiberglass

ce - cellulose

T. 122

gy - gypsum

ve - vermiculite ot - other

mw - mineral wool

br - brucite

bi - binder or - organic ma - matrix

pe - perlite qu - quartz

wo - wollastonite sy - synthetic

ka - kaolin (clay) pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant liber damage - reported percentages reflect unaltered fibers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

Technical Manager Tanner Rasmussen Senior Analyst Julio Robles

6. Anthophylite in association with Fibrous Talc

7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another melhod

9. < 1% Result point counted positive 10. TEM analysis suggested

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carroliton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwv 161 Scott, AR 72142

Sample #

3555-24, North Little Rock

CAL24042577EC

Housing

24 hour

(Y/N)

Turnaround Time:

Date: 4/4/2024 Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

Fax#

HC30-

040124-

M042-2

HC30-040124-M043-2 Purchase Order #:

Non-

Laboratory Sample ID

28429

Com Layer

ment

Analysts Physical Description of Homogeneo us

Asbestos type / calibrated visual estimate percent Non-asbestos fiber type / percent

fibrous type / percent

HC30-

040124-040124-M042

VAT & Mastic/ tan floor tile M042-1

Subsample

None Detected

100% qu,ca

28429

HC30-040124-28430 M043

HC30 VAT & Mastic/ gray floor tile

tan mastic with debris

None Detected

None Detected

100% qu,ca

100% gy,bi

100%

gy,bi,ot

28430

28432

HC30-040124-28431 M044 HC33-

Sheetrock Joint Compound/ HC30off-white surfaced white 040124 compound

VAT & Mastic/ gray floor tile

tan mastic

None Detected

None Detected

None Detected

100% qu,bl,ca

040124-28432 M045

> нсзз-040124-

HC33

tan mastic Dallas NVLAP Lab Code 200349-0 TEM/PLM

None Detected TDSHS 30-0235

100% gy,bi

100% qu,ca

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica ve - vermiculite lg - liberglass

ce - cellulose

gy - gypsum bi - binder

ot - other

mw - mineral wool wo - wollastonite

br - brucite

ka - kaolin (clay)

or - organic ma - matrix pe - perlite qu - quartz ta - talc sy - synthetic pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant floer damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophyllite in association with Fibrous Tale

7. Contamination suspected from other building materials

T. Rea

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

3555-24, North Little Rock

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

Sample #

CAL24042577EC

Housing

24 hour

Turnaround Time:

Date: 4/4/2024 Samples Rec'd:

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

Layer

#

HC27-

Purchase Order #:

4/1/2024

Fax# Laboratory

Sample ID

Com

ment

Homogeneo us

(Y/N)

Asbestos type / calibrated visual estimate percent Non-asbestos fiber type / percent

Nonfibrous type / percent

HC33-040124-

HC33-

Sheetrock Joint Compound/ tan surfaced white compound

Analysts Physical Description of

None Detected

100%

qu,bi,ca

HC27-040124-

M046

HC27-040124-M047-1 M047

VAT & Mastic/ tan floor tile

None Detected

100% qu,ca

28434

28436

28437

28433

28434

HC27-HC27-040124-

tan mastic Sheetrock Joint Compound/

white surfaced white compound

VAT & Mastic/ gray floor tile

None Detected

None Detected

100% gy,bi

100%

qu,bi,ca

28435 M048 HC19-040124-

Composition Shingles/ black HC19-040124roofing shingle with brown M049 gravel M049-1

6% ce None Detected 6% fg

88% qu,bì

HC19-040124-28437 M050

> HC19-040124 tan mastic

HC19

None Detected

None Detected

100% gy,bi

100% qu,ca

Dallas NVLAP Lab Code 200349-0 TEM/PLM

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929 Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for

ca - carbonale

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identification of asbestos types by dispersion attaining / becke line method. fg - fiberglass

ce - cellulose

gy - gypsum

ve - vermiculite

mw - mineral wool

br - brucite

bl - binder or - organic ot - other pe - perille qu - quartz

wa - wallastonite ta - talc sy - synthetic

ka - kaolin (clav) pa - pałygorskite (clay)

Approved Signatories:

Senior Analyst

Julio Robles

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaitered fibers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

ndsproadshootstomphics/asbasics/PLAReportate (Redicion 6 10/36/2023)

Layer not analyzed - attached to previous positive layer and contamination is suspected

Technical Manager

Tanner Rasmussen 6. Anthophyllite in association with Fibrous Talc

7. Contamination suspected from other building materials

T.122

8. Favorable scenario for water separation on verniculite for possible analysis by another

< 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Customer Project:

3555-24, North Little Rock

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

Housing

24 hour

Homo-

geneo

(Y/N)

us

CAL24042577EC

Turnaround Time:

Date: 4/4/2024 Samples Rec'd:

percent

4/3/24 10:30 AM

Phone #

501-961-1003

Date Of Sampling:

4/1/2024

type /

100%

qu,bi,ca

percent

Fax#

28438

28442

28442

Purchase Order #:

Non-asbestos Nonfiber type / fibrous

Laboratory Sample # Analysts Physical Description of Com Layer Sample ID ment # Subsample HC19-

M051-1

HC19-

M052-2

Asbestos type /

calibrated visual

estimate percent

HC19-040124-28439 M052

040124-

M051

HC19-040124-M052-1 VAT & Mastic/ gray floor tile

Sheetrock Joint Compound/

tan surfaced white compound

None Detected

None Detected

100% qu,ca

28439 HC19~ 040124-28440

HC19-Sheetrock Joint Compound/ 040124-M053-1 tan surfaced white compound M053 HC12-Composition Shingles/ black

tan mastic

None Detected

None Detected

100% gy,bi 100%

qu,bi,ca

040124~ 28441 M054 HC12-040124-

M055

HC12-040124gravel M054-1 Sheetrock Joint Compound/ HC12off-white surfaced white 040124-M055-1 compound

roofing shingle with brown

6% ce None Detected 6% fg

88% qu,bi 100%

qu,bi,ca

HC12 040124-

white compound (beneath tape) Dallas NVLAP Lab Code 200349-0 TEM/PLM

None Detected TDSHS 30-0235

None Detected

100% qu,ca

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

mi - mica

fg - fiberglass

gy - gypsum bl - binder

ve - vermiculite ot - other

mw - mineral wool

ce - cellulose br - brucite

or - organic ma - matrix

pe - perlite qu - quartz wo - wollastonite

ta - talc

sy - synthetic

ka - kaolin (clay) pa - pałygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaftered libers

Fire Damage no significant fiber damages effecting librous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

5. Not enough sample to analyze

Technical Manager

T. Re

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophylille in association with Fibrous Tale

7. Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs. L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:

Attn: Liz Ketcherside

Subsample

Customer Project:

3555-24, North Little Rock

CA Labs Project #:

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142

Housina

CAL24042577EC

24 hour

Turnaround Time:

Date: 4/4/2024

4/3/24 10:30 AM

Phone #

Samples Rec'd:

4/1/2024

501-961-1003

ment

Date Of Sampling: Purchase Order #:

Fax# Laboratory

Sample ID

Homogeneo

US

(Y/N)

Asbestos type / calibrated visual estimate percent

Non-asbestos fiber type / percent

Nonfibrous type / percent

HC12-

040124-M056

Sample #

HC12-040124 M056-1

Layer

VAT & Mastic/ gray floor tile

Analysts Physical Description of

None Detected

100% qu,ca

28443

28443

HC12-040124-M056-2

tan mastic

None Detected

100% gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM

TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / improved (EPA-600 / R-93/116). All samples received in good condition unless noted. Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate

ml - mica

fg - fiberglass

ce - cellulose

gy - gypsum bi - binder

ve - vermiculite ot - other

mw - mineral wool wo - wollastonite

br - brucite

T. Rea

or - organic ma - matrix

pe - perlite au - auartz

ta - talc sy - synthetic ka - kaolin (clay) pa - palygorskite (clay)

Approved Signatories:

Jose Matute

John Monaco

Analyst

Analyst

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers

Fire Damage no significant fiber damages effecting fibrous percentages
 Actinolite in association with Vermiculite

4. Layer not analyzed - attached to previous positive layer and contamination is suspected

Technical Manager

Tanner Rasmussen

Senior Analyst Julio Robles

6. Anthophyllite in association with Fibrous Taic

7. Contamination suspected from other building materials

8. Favorable scenario for water separation on vermiculite for possible analysis by another

9. < 1% Result point counted positive

10. TEM analysis suggested

CH Labs

Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798 CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project:		RE:CAL24042519North Little Rock Housing, 3555-24 CA Labs Project #: CAL24042519Amender			
Laboratory Sample ID	Sample #	Layer#	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Bullding Material Types
	HC-MM-				
27536	032824- M002	M002-2	black mastic	2% Chrysotile	black mastic white surfaced off-white compound
	HC-MM-			Lio Omysome	white surfaced on-white compound gray insulation
	032824-				tan and black mastic
27538	M004	M004-2	black mastic	2% Chrysotile	tan floor tile
	HC-114-				tan surfaced off-white compound
	032824-				·
27539	M005	M005-2	black mastic	2% Chrysotile	
	HC-114-		Sheetrock Joint Compound/		
	032824-		white surfaced off-white		
27540	<u>M006</u>	M006-1	compound	2% Chrysotile	_
	HC-114-				
	<u>032824-</u>			2% Amosite	
27541	<u>M007</u>	M007-1	Mud Fitting/ gray insulation	1% Chrysotile	_
	HC-113-				
	032824-				
27542	M008	M008-2	tan and black mastic	2% Chrysotile	<u></u>
	<u>HC-113-</u>		Sheetrock Joint Compound/		
07510	032824-		white surfaced off-white		
27543	M009	M009-1	compound	2% Chrysotile	_
	HC-107-				
07544	032824-				
27544	M010	M010-2	black mastic	2% Chrysotile	

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

*On this amendment the sample numbers M005-M016 were corrected.

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals);

ca - carbonate gypsum - gypsum bi - binder or - organic ma - matrix mi - mica ve - vermiculite ol - other

pe - periite qu - quariz lg - liberglass mw - mineral wool

pa - palygorskite (clay)

wo - wolfastinite ta - talc sy - synthetic ce - cellulose br - brucite ka - kaolin (clay)

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Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project:			RE:CAL24042519North Little F	e Rock Housing, 3555-24 CA Labs Project #: CAL24042519AmendedEC		
Laboratory Sample ID	Sample #	Layer#	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types	
	<u>HC-106-</u> 032824-					
27546	M012	M012-1	VAT and Mastic/ tan floor tile	2% Chrysotile	•	
07540						
27546		M012-2	black mastic	2% Chrysotile		
	<u>HC-106-</u> 032824-		Sheetrock Joint Compound/ tan surfaced off-white			
27547	<u>M013</u>	M013-1	compound	2% Chrysotile		
	HC-103-					
	032824-					
27549	M015	M015-2	tan and black mastic	2% Chrysotile		

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate gypsum - gypsum bi - binder or - organic ma - matrix mi - mica ve - vermiculite pe - perlite ou - quartz fg - fiberglass mw - mineral wool

pa - palygorskite (clay)

wo - wollastinite la - talc sy - synthetic ce - cellulose br - brucite ka - ƙaolin (clay)

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Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798

CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project:			3555-24, North Little Rock Housing		CA Labs Project #: CAL24042577EC
Laboratory Sample ID	Sample #	Layer#	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
20404	HC99- 040124-		top and block marks		tan and black mastic
28404	M017	HC99-040124-M017-2	tan and black mastic	2% Chrysotile	_ gray insulation white surfaced tan compound
28407	HC102- 040124- T020	HG102-040124-T020-	Mud Fitting/ gray insulation	6% Chrysotile 4% Amosite	gray insulation off-white floor tile
00.44.4	HC97- 040124-			00/ O/	white textured surfacing tan compound (beneath tape)
28414	M027	HC97-040124-M027-3	tan and black mastic	2% Chrysotile	
28415	HC97- 040124- M028	HC97-040124-M028-1	Sheetrock Joint Compound/ white surfaced tan compound	2% Chrysotile	
28416	HC98- 040124- M029		black mastic		-
20410	HC98-	HU98-040124-M029-2	DIACK IIIASIIC	2% Chrysotile	
28417	040124- T030	HC98-040124-T030-2	gray insulation	5% Chrysotile 3% Amosite	
28420	HCB&G- 040124- M033	HCB&G-040124-M033-	VAT & Mastic/ off-white floor	2% Chrysotile	-
,		•		z.v omjoono	-
28420		HCB&G-040124-M033- 2	tan and black mastic	2% Chrysotile	, -

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate gypsum - gypsum bi - binder or - organic ma - mairix mi - mica ve - vermiculite of - other pe - perlite

fg - fiberglass mw - mineral wool

pa - pałygorskite (clay)

wo - wollastinite ta - taic sy - synthetic ce - cellulose br - brucile ka - kaolin (clay)

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Dedicated to Quality

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CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project:			3555-24, North Little Rock Housing		CA Labs Project #: CAL24042577EC
Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
28421	HCB&G- 040124-	HCB&G-040124-M034			
20421	M034	2	black mastic	2% Chrysotile	– .
28423	HCDC- 040124- M036	HCDC-040124-M036- 2	black mastic	2% Chrysotile	
28424	HCDC- 040124- M037	HCDC-040124-M037-	Sheetrock Joint Compound/ tan compound	2% Chrysotile	- .
28428	HCDC- 040124- M041	HCDC-040124-M041- 1	Sheetrock Joint Compound/ white textured surfacing	2% Chrysotile	_
28428		HCDC-040124-M041- 2	tan compound (beneath tape)	2% Chrysotile	-

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate gypsum - gypsum bl - binder or - organic ma - matrix mi - mica ve - vermiculite pe - perlite ou - quartz fg - fiberglass mw - mineral wool

wo - wollastinite ta - talc sy - synthetic ce - cellulose br - brucite ka - kaolin (clay) pa - pałygorskite (cłay)

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CA Labs Dedicated to Quality

Crisp Analytical, L.L.C.

1929 Old Denton Road Carrollton, TX 75006 Phone 972-242-2754 Fax 972-242-2798



CA Labs, L.L.C.

12232 Industriplex, Suite 32 Baton Rouge, LA 70809 Phone 225-751-5632 Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

Morris & Associates

P.O. Box 242, 5005 Hwy 161 Scott, AR 72142 Attn: Liz Ketcherside

Customer Project: RE:CAL24042519 North Little Rock Hous

Reference #:

CAL24042519Amen Date: 04/03/24

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mouting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjugation with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous taic containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

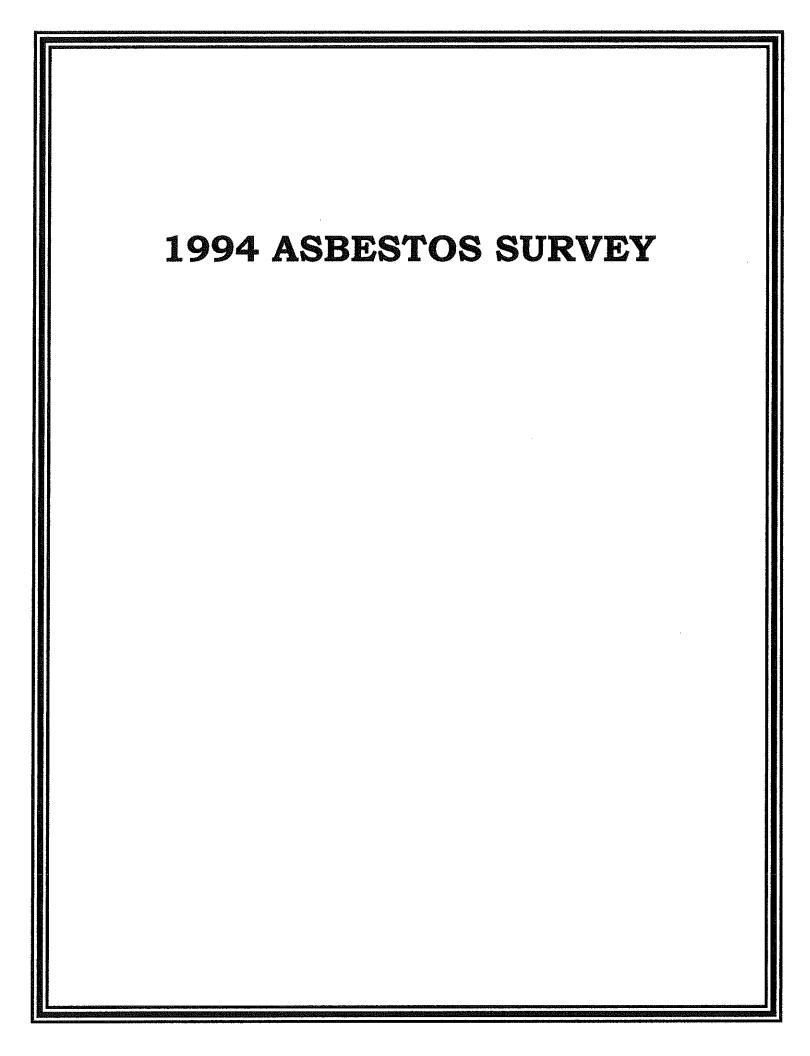
A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC, in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929



		·	
			:

FIELD SURVEY FORMS

AND

LABORATORY ANALYSIS

architects, engineers environmental consultants



CLIENT NLR PUBLIC HOUSING	LOCATION N.L.R
PROJECT HEMLOCK	·
NO. HEM/081594/MOOI	SAMPLED BY REX
LOCATION BLD #67 WATER HEATER	
DESCRIPTION SHEET POCK JOINT COMPOUND	AND TEXTURE
NO. HEM/081594/MOOZ	SAMPLED BY REX
LOCATION BLDG #67 KITCHEN UNDE	er Refrigerator -
DESCRIPTION 12 X 12 FLOOR TILE AND	MASTIC
NO. HEM/081594/MOUZ	SAMPLED BY <u>Pex</u>
LOCATION BLOG, #67 MECH. CLOSET	
DESCRIPTION (WHITE) FLEXIBLE DUCT	CONNECTION
NO. HEM/081594/M004	sampled by <u>lex</u>
LOCATION BLOY # 67 MECH. CLOSET	
DESCRIPTION SHEET LOCK JOINT COMPOUR	JO
NO. HEM 1001594/MOOS	
LOCATION BLK; #67 BED RM. # AT	CLOSET DOCK
DESCRIPTION SHEET POLK JOINT COMPO	UND
Relinquished By (Signature)	Laboratory: FE4
(Printed) CHRIS MARTIN Date: 8/15/94 Time: 1:35p	Laboratory Instructions: PLMTEM Verification TEM Bulk
Received By: (Signature) R. S. C. O.C.) (Printed) R. I. C. O.C. Time: OFCA	Turnaround:IMM24 HR
Mail Results To: P. O. Box 242 Scott, AR 72142 Attn: Rty Morrus	Fax Results To: (501) 961-1239 Attn:

architects, engineers environmental consultants



CLIENT N.L.R PUBLIC HOUSING	LOCATION N.L.K
PROJECT HEMLOCK	
NO. HEM 081594/M006	SAMPLED BY REX
LOCATION BLOG #67 CEILING BEHIND C	-14HT FIXTURE IN BEDROOM #
DESCRIPTION TEXTURE ON CEILING	
NO. HEM/08/594/M007	
LOCATION BLDG. #79 FRONT DOOR HE	- G
DESCRIPTION CAULKING	
NO. HEM/UBISA4/MWB	
LOCATION BLOG #79 KITCHEN CEILIN	4
DESCRIPTION 1974 SHEET BOCK JOINT	Compound
NO. HEM OB 1594/TOO9	SAMPLED BY REX
LOCATION BOX # 79 PIPE CHASE UNDER	ETTCHEN SINK
DESCRIPTION PIPE JOINT INSULATION	
NO. HEM OBIS94/TOIO	sampled by Rex
LOCATION BLX #79 PIPE CHASE UNDE	ER KITCHEN SINK
DESCRIPTION ANTI SWEAT PAPER ON DO	MESTIC WATER PIPE
Relinquished By:	Laboratory: <u>EE4</u>
(Printed) <u>CHUS MAUIN</u> Date: <u>8/15/94</u> Time: 1:45 p	Laboratory Instructions: X PLM TEM Verification TEM Bulk
Received By: (Signature) R. H. C. C. C. (Printed) R. L. C. C. Date: S. M. C. C. Time: OF C.	Turnaround:IMM24 HR. 48 HR
Mail Results To: P. O. Box 242 Scott, AR 72142	Fax Results To: (501) 961-1239
Attn: REX MORAIS	Attn: <u>REX</u>

architects, engineers environmental consultants



CLIENT N.L.R PUBLIC HOUSING	LOCATION N.L.R
PROJECT HEMLOCK	DATE 8/15/94 PAGE 3/4
NO. HEM/081594/MOII	SAMPLED BY ZEX
LOCATION BLOG #79 CLOSET IN LIVING	4 ROOM
DESCRIPTION FLOOR TILE AND MASTIC	
NO. HEM (081594/MO12	SAMPLED BY REX
LOCATION BODG #79 LIVING ROOM CLOSET	<u>-</u>
DESCRIPTION SHEET ROCK JOINT COMPOUNT	NO .
NO. HEM/081594/MO13	SAMPLED BY REX
LOCATION BLOG #79 BATHROOM FLOOR	
DESCRIPTION YELLOW SHEET VINYL LINDER	FLOOR TILE
NO. HEM OSIS94/MO14	sampled by Lex
LOCATION BLOW # BA KITCHEN AT STE	OVE
DESCRIPTION TRANSITE BOARD BY KITCHEN	PANCE
NO. HEM /08/594/50/5	SAMPLED BY REX
LOCATION BOG \$84 UPSTAIRS BEDROOM	3
DESCRIPTION SPRAT TEXTURE ON CLAY THE	E WALL
Relinquished By:	Laboratory: EEG
(Signature) (Printed) CHRIS MARIN Date: 8/15/94 Time: 1:55p	Laboratory Instructions: X PLM TEM Verification TEM Bulk
Received By: (Signature) R. L.	Turnaround:IMM24 HR48 HR
Mail Results To: P. O. Box 242 Scott, AR 72142 Attn: KEX Moggis	Fax Results To: (501) 961-1239 Attn:
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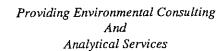


PROJECT HEMLOCK DATE 8/15/94 PAGE 4/	<u> 4</u>
NO. HEM /08/594/MOILO SAMPLED BY REX	
LOCATION BLDG #58 MECHANICAL ROOM	,
DESCRIPTION FLEXIBLE DUCT COMPOUND	
NO. HEM CRIS94/MOIT SAMPLED BY PEX	opt-ga-tal-tallage
LOCATION BLOG #58 BATHROOM -	
DESCRIPTION SHEET VINYL	***************************************
NOSAMPLED BY	
LOCATION	W
DESCRIPTION	p
NO SAMPLED BY	
LOCATION	
DESCRIPTION	
NO SAMPLED BY	
LOCATION	
DESCRIPTION	
Relinquished By: Laboratory: <u>EEG</u> (Signature)	
(Printed) CHRIS MARTIN Laboratory Instructions: Date: 8/15/94 Time: 2:00 p TEM Bulk	ion
Received By: (Signature) (Signature) Turnaround: IMM 24 I (Printed) R. L. C. (2007) 48 HR. X -72 I Date: E. M. C. (2007) 1 WEEK	HR. HR. 365 Days
Mail Results To: P. O. Box 242 Fax Results To: (501) 961-1239 Scott, AR 72142 Attn: Kex Morris Attn: Kex Morris	9

architects, engineers environmental consultants



CLIENT MLR PUBLIC HOUSING	LOCATION N.L.R
PROJECT HEMLOCK	DATE 10/14/94 PAGE 1/1
NO. HEW/101394/SD18	SAMPLED BY Ref
LOCATION DAYCARE - STORAGE	£ #2
DESCRIPTION TYPICAL CEIULE T	TEXTURE ON SHEET ROCK
NO. HEW/101394/MO19 LOCATION DAYCARE - RETROOM	sampled by Bul
DESCRIPTION 2 LAYERS OF FLOOR	THE M BLACK MASTIC
NO. HEM 101394 MOZO	
LOCATION M &M BLOG - RE	
DESCRIPTION FLOOR THE (12X12)	JBLACK MASTIC
NO. HEM/101394/MOZI	
LOCATION BOYS CLUB - LAY	IN CEILING @ OFFICE AREA
DESCRIPTION 2X4 LAYIU CELLING	THE
NO. HEM 101394/MOZZ	
LOCATION BOYS CLUB FLOOR - OF	PRIE ANEH (TYP)
DESCRIPTION 12X12 FLOOR THE W	BLACK MASTIC
Relinquished By (Signature)	Laboratory: ANALYTICA
(Printed) W.C. FORES Date: 10/14/94 Time: 9:25A	Laboratory Instructions: PLMTEM Verification TEM Bulk
Received By: (Signature) (Printed)	Turnaround:IMM24 HR72 HR.
Date:/ Time:	1 WEEK
Mail Results To: P. O. Box 242 Scott, AR 72142	Fax Results To: (501) 961-1239
Attn: Rex Morris	Attn: PEX





August 19, 1994

Rex Morris Morris & Jones P.O. Box 242 Scott, AR 72142

Dear Mr. Morris:

RE: TEM Analysis of Joint Compound

As requested, Environmental Enterprise Group, Inc. (EEG) performed Transmission Electron Microscopy (TEM) analysis on sample numbers HEM/081594/M004 and HEM/081594/M005. These samples were joint compound material, which was quantified as less than one percent chrysotile asbestos by Polarized Light Microscopy (PLM).

Preparation of the joint compounds involved acid dissolution, to eliminate calcarious binders. The final residue was filtered and prepared for TEM analysis. From the TEM examination the estimated portion of asbestos in the final residue quantified these materials as greater than one percent chrysotile asbestos.

If you have any questions concerning these results, please contact me.

Sincerely,

Keith Zimmerman Laboratory Manager

Enclosures

KZ/rrl



1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Environmental Enterprise Group, Inc.

Client:

Morris and Jones

Methodology:

EPA-600/M4-82-020

Sample(s) Taken From: Hemlock Received: 08/16/94 Shipped

Shipped Via:HD sutterfield

Job #:

62000-B5664

Date:

08/15/94 Reported: 08/16/94

Γ	SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
	1. HEM/081594/ M001 Sheetrock Texture	Asbestos	None Detected	Sample Color - Off-white This material contains approximately 2% Cellulose, 20% Quartz, 78% Particulate Matter
	Joint Compound	Asbestos	Trace	sample Color - Off-white/brown This material contains approximately <1% Chrysotile Asbestos, 50% Cellulose, 45% Calcite, 3% Mica, 2% Particulate Matter
	Sheetrock	Asbestos	None Detected	Sample Color - White This material contains approximately 2% Cellulose, 2% Quartz, 90% Gypsum Mortar, 6% Particulate Matter
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2. HEM/081594/ M002 Floor Tile	Asbestos	Positive	sample Color - White This material contains approximately 2% Chrysotile Asbestos, 50% Calcite, 48% Particulate Matter
	Mastic	Asbestos	Positive	Sample Color - Black This material contains approximately 5% Chrysotile Asbestos, 2% Quartz, 93% Particulate Matter

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. The sample results shall not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government, Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request.

National Voluntary Laboratory Accreditation Program Respectfully Submitted

EEG, Inc.

NVLAP Signatory



Environmental Enterprise Group, Inc.

1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Client:

Morris and Jones

Methodology:

EPA-600/M4-82-020

Sample(s) Taken From: Hemlock Received: 08/16/94 Shipped

Hemlock

Shipped Viano sutterfield

Job #:

62000-B5664

Date:

08/15/94

Reported: 08/16/94

			•
SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
3. HEM/081594/ M003 Duct Connection	Asbestos	None Detected	sample Color - Off-white This material contains approximately <1% Cellulose, 75% Fiberglass, 25% Particulate Matter
4. HEM/081594/ M004 Sheetrock Jt Compound	Asbestos	Trace	Sample Color - Off-white/brown This material contains approximately <1% Chrysotile Asbestos, 40% Cellulose, 40% Calcite, 2% Mica, 2% Quartz, 10% Gypsum Mortar, 6% Particulate Matter
5. HEM/081594/ M005 Sheetrock Jt Compound	Asbestos	Trace	Sample Color - Off-white This material contains approximately <1% Chrysotile Asbestos, 2% Cellulose, 75% Calcite, 3% Mica, 2% Quartz, 18% Particulate Matter
Paint Cellulose	Asbestos	None Detected	Sample Color - Off-white/brown This material contains approximately 70% Cellulose, 30% Particulate Matter
	material) was pre		I material) and HEM/081594/M005 d quantified by TEM as greater than

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. The sample results shall not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request.

National Institute
of Standards and Technology

National Voluntary
Laboratory Accretion Program

Respectfully Submitted

EEG,

Analyc

NVI AP Signatory



Environmental Enterprise Group, Inc.

1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Client: Morris

Morris and Jones EPA-600/M4-82-020

Methodology: EPA-600 Sample(s) Taken From: Hemlock

Received: 08/16/94

Shipped Viand sutterfield

Job #:

62000-B5664

Date:

08/15/94

Reported: 08/16/94

SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
6. HEM/081594/ M006 Texture on Ceiling	Asbestos	None Detected	sample Color - White/brown This material contains approximately 45% Cellulose, 15% Calcite, 2% Mica, 3% Quartz, 35% Particulate Matter
sheetrock	Asbestos	None Detected	Sample Color - White/brown This material contains approximately 35% Cellulose, 2% Quartz, 55% Gypsum Mortar, 8% Particulate Matter
7. HEM/081594/ M007 Caulking & Paint	Asbestos	Trace	Sample Color - Off-white/green/red This material contains approximately <1% Chrysotile Asbestos, <1% Cellulose, 2% Talc, 65% Calcite, 2% Mica, 31% Particulate Matter
8. HEM/081594/ M008 Sheetrock Jt Compound	Asbestos	None Detected	Sample Color - White This material contains approximately <1% Cellulose, 75% Calcite, 7% Mica, 2% Quartz, 16% Particulate Matter
	·		

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National Institute of Standards and Technology

NVLAP

National Voluntary Laboratory Accreditation Program Respectfully Submitted

EEG, Inc

NVLAP Signatory



Environmental Enterprise Group, Inc.

1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Client:

Morris and Jones

Methodology:

EPA-600/M4-82-020

Sample(s) Taken From: Hemlock Received: 08/16/94 Shipped

Shipped Viano sutterfield

Job #:

62000-B5664

Date:

08/15/94

Reported: 08/16/94

	SAMPLE #	PARAMETER	ANALYSIS	: MATERIAL DESCRIPTION
	9. HEM/081594/ T009 Pipe Joint Insulation	Asbestos	Positive	Sample Color - Off-white This material contains approximately 5% Chrysotile Asbestos, 7% Amosite Asbestos, <1% Cellulose, 10% Diatomaceous Earth, 1% Quartz, 70% Gypsum Mortar, 7% Particulate Matter
	10. HEM/081594/ T010 Paper	Asbestos	Trace	Sample Color - Lt. brown This material contains approximately <1% Chrysotile Asbestos, 80% Cellulose, 2% Hair, 18% Particulate Matter
***************************************	Paper	Asbestos	Positive	sample Color - Off-white This material contains approximately 45% Chrysotile Asbestos, <1% Amosite Asbestos, 25% Cellulose, 30% Particulate Matter
000	Insulation Material	Asbestos	Positive	Sample Color - White This material contains approximately 3% Chrysotile Asbestos, 10% Amosite Asbestos, <1% Cellulose, 10% Diatomaceous Earth, <1% Quartz, 70% Gypsum Mortar, 7% Particulate Matter

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. The sample results shall not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request.

National Voluntary National Institute Laboratory Accreditation Program of Standards and Technology

Respectfully Submitted

EEG. Inc.



1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Environmental Enterprise Group, Inc.

Client:

Morris and Jones

Methodology:

EPA-600/M4-82-020

Sample(s) Taken From: Hemlock Received: 08/16/94 Shipped

Shipped Viano sutterfield

Job #:

62000-B5664

Date:

08/15/94

Reported: 08/16/94

		· · · · · · · · · · · · · · · · · · ·	
SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
11. HEM/081594/ M011 Floor Tile	Asbestos	Positive	Sample Color - Beige This material contains approximately 2% Chrysotile Asbestos, 50% Calcite, 48% Particulate Matter
Mastic	Asbestos	Positive	Sample Color - Black This material contains approximately 7% Chrysotile Asbestos, 2% Cellulose, 1% Quartz, 90% Particulate Matter
12. HEM/081594/ M012 Sheetrock Jt Compound	Asbestos	Trace	sample Color - White/off-white This material contains approximately <1% Chrysotile Asbestos, <1% Cellulose, 70% Calcite, 10% Mica, 2% Quartz, 18% Particulate Matter
Cellulose Backing	Asbestos	None Detected	Sample Color - White/brown This material contains approximately 80% Cellulose, 20% Particulate Matter

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. The sample results shall not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request.

National Voluntary Laboratory Accreditation Program Respectfully Submit

EEG, Inc.

NVLAP Signatory



1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax

Environmental Enterprise Group, Inc.

Client:

Morris and Jones

Methodology:

EPA-600/M4-82-020

Sample(s) Taken From: Hemlock Received: 08/16/94

Shipped Viano sutterfield

Job #:

62000-B5664

Date:

08/15/94

Reported: 08/16/94

	SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
,	13. HEM/081594/ M013 Sheet Vinyl	Asbestos	Positive	sample Color - Off-white/yellow This material contains approximately 35% Chrysotile Asbestos, 3% Cellulose, 20% Calcite, 42% Particulate Matter
,	14. HEM/081594/ M014 Transite Board	Asbestos	Positive	sample Color - Lt. grey This material contains approximately 35% Chrysotile Asbestos, 2% Cellulose, 20% Calcite, 43% Particulate Matter
	15. HEM/081594/ s015 spray Texture	Asbestos	None Detected	sample Color - White This material contains approximately <1% Cellulose, 60% Calcite, 3% Mica, 37% Particulate Matter
	16. HEM/081594/ M016 Flexible Duct Comp.	Asbestos	None Detected	Sample Color - Off-white This material contains approximately 1% Cellulose, 60% Fiberglass, 2% Synthetic Fibers, 37% Particulate Matter
	17. HEM/081594/ M017 Sheet Vinyl	Asbestos	Positive	Sample Color - Yellow/white This material contains approximately 40% Chrysotile Asbestos, <1% Cellulose, 40% Calcite, 20% Particulate Matter
			·	

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. The sample results shall not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government, Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request,

National Institute

National Voluntary Laboratory Accredits for Program Respectfully Submitted

Analytica Solutions, Inc.
325 Interlocken Parkway
Suite 200
Broomfield, CO 80021
(303) 469-8868
(800) 873-8707
FAX: (303) 469-5254

October 21, 1994

Ms. Liz Ketcherside Morris & Jones * P.O. Box 242 Scott, AR 72142-

Re: LGN 312326 Project: Hemlock, NLR Public Housing

Dear Ms. Liz Ketcherside:

The bulk samples recently submitted to our laboratory have been analyzed by polarized light microscopy (PLM), the EPA-recommended method for identification of fibrous constituents in building materials. The results of these analyses are summarized in the enclosed table. Also enclosed is a copy of documentation submitted with your samples.

If you have any technical questions concerning these analyses, please feel free to call me. All other calls should be directed to our Customer Service Representatives.

Sincerely,

Reed T. Terry Laboratory Manager

Enclosures

•		

Analytica Solutions, Inc.

325 Interlocken Parkway

Suite 200

Broomfield, CO 80021

(303) 469-8868 (800) 873-8707

FAX: (303) 469-5254

RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM)

client: Morris & Jones *				LGN: 312326		
Project ID: Hemlock,	NLR Public Hou	sing		Pa	ge: 1 of 3	
Sample Description:	á					
Sample Number	Sample Date	Descriptio	<u>n</u>			
HEM/101394/S018	10/14/94	Typical ce	iling texture	on sheetrock/da	ycare, storage #2	
HEM/101394/M019*	10/14/94			ith black masti		
HEM/101394/M019 [A]	10/14/94	[tan floor				
HEM/101394/M019 [B]	10/14/94	[black mas	tic			
HEM/101394/M019 [C]	10/14/94	[white lin	oleum]			
Results of PLM Analys	is: Visual A	Area Estimat	ion: Percentac	es <u>Detected</u>		
Sample Number: HE	m/101394/s01 HE		1 <u>HEM/101394/M</u> 9 [A]	01 <u>HEM/101394/M</u> 9 [B]	01 <u>HEM/101394/M01</u> 9 [C]	
Asbestiform Minerals: Amosite						
Anthophyllite Chrysotile	White the state of	9.9			30.0	
Crocidolite Tremolite-Actinolite						
TOTAL ASBESTOS	0	9.9	0	0	_30.0	
Other Fibrous Material	S:					
Fibrous Glass Cellulose	3.0	1.3	2.0	1.0	Trace <1%	
Synthetics						
Other:	1.0					
	rmiculite		 	Bullion and Control of the Control o	**************************************	
Percent Nonfibrous	TIMICATIVE					
	96.0	88.8	98.0	99.0	69.9	
* Composite analysis	(multilayered s	sample, see	individual lay	er analyses).		
Analyst:				Date	e: <u>10/21/94</u>	
Mike Scales						

Mike Scales

#TT41 1 UGE: OF 4

Analytica Solutions, Inc.

325 Interlocken Parkway

Suite 200

Broomfield, CO 80021

(303) 469-8868 (800) 873-8707

FAX: (303) 469-5254

RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM)

LGN: 312326 Client: Morris & Jones * Project ID: Hemlock, NLR Public Housing Page: 2 of 3 Sample Description: Sample Number Sample Date Description [brown adhesive] HEM/101394/M019 [D] 10/14/94 HEM/101394/M020* 10/14/94 Floor tile, 12x12, with black mastic/M&M bldg., restroom <u>flo</u>or [floor tile] HEM/101394/M020 [A] 10/14/94 HEM/101394/M020 [B] 10/14/94 [mastic] 2x4 lay-in ceiling tile/boys club, lay-in ceiling at HEM/101394/M021 10/14/94 office area Results of PIM Analysis: Visual Area Estimation: Percentages Detected Sample Number: <u>HEM/101394/M01</u> <u>HEM/101394/M02</u> <u>HEM/101394/M02</u> <u>HEM/101394/M02</u> <u>HEM/101394/M02</u> <u>HEM/101394/M02</u> 9 [D] 0* 0 [A] 0 [B] 1 Asbestiform Minerals: Amosite Anthophyllite 2.2 Chrysotile 2.0 25.0 Crocidolite Tremolite-Actinolite 2.2 2.0 TOTAL ASBESTOS 0____ Other Fibrous Materials: 25.0 fibrous Glass 1.0 40.0 Cellulose Trace <1% Trace <1% Synthetics)ther: Percent Nonfibrous 99.9 97.7 98.0 74.0 35.0 Material * Composite analysis (multilayered sample, see individual layer analyses). Date: 10/21/94 Analyst:

Analytica Solutions, Inc. 325 Interlocken Parkway

Suite 200

Broomfield, CO 80021

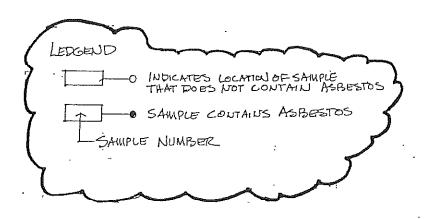
(303) 469-8868 (800) 873-8707

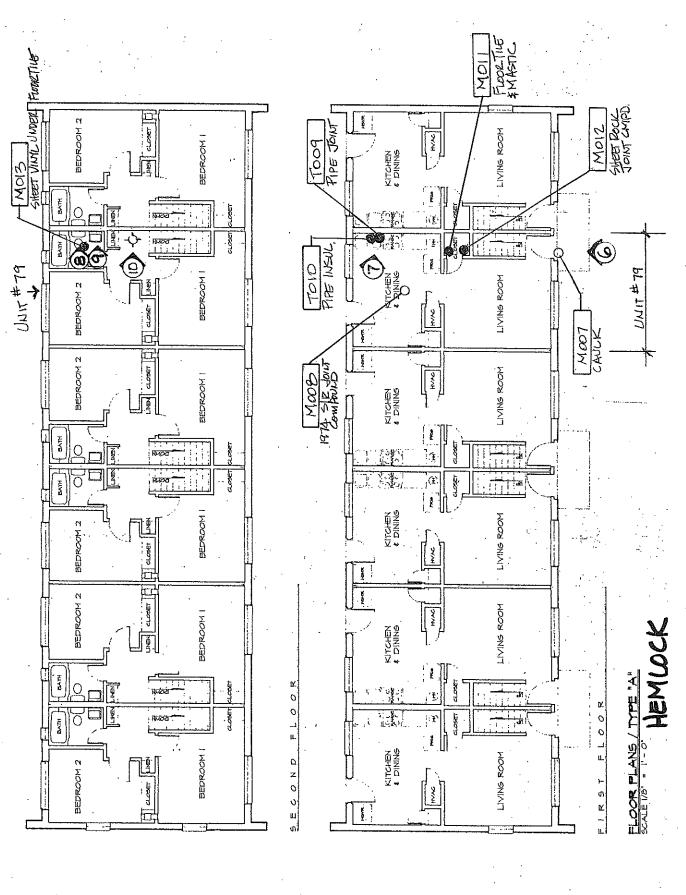
FAX: (303) 469-5254

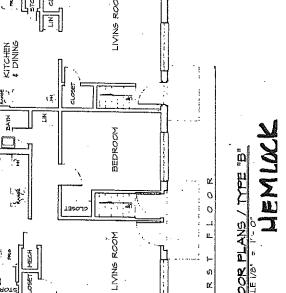
RESULTS OF BULK ASBESTOS SAMPLE ANALYSIS BY POLARIZED LIGHT MICROSCOPY (PLM)

Client: Morris & Jone	:S *				LGN: 3	312326	
Project ID: Hemlock,	NLR Public Hou	sing			Page:	3 of	3
Sample Description:							
Sample Number	Sample Date	Description	<u>1</u>				
HEM/101394/M022*	10/14/94		tile with bl				
HEM/101394/M022 [A]	10/14/94		2]				
HEM/101394/M022 [B]	10/14/94	[mastic]					
	****	**************************************		, , , , , , , , , , , , , , , , , , , ,			
							
Results of PLM Analys	is: <u>Visual </u>	l rea Estimati	on: Percentage	es Detected			
Sample Number: HE		M/101394/M02		<u> </u>			
\abestiform Minerals:		. 1 = 1		_			
Amosite _			 				Revocation .
Anthophyllite _	<u></u>						_
Chrysotile	2.2	2.0	25.0				
Procidolite _			<u> </u>				—
Premolite-Actinolite		-	**************************************		*		
TOTAL ASBESTOS	2.2	2.0	25.0	<u> </u>			
Other Fibrous Material:	5:			"			
Fibrous Glass			<u></u>				
Cellulose							
Synthetics _						****	
)ther:		***************************************		<u> </u>	 .		
Percent Nonfibrous							
	97-8	98.0	75.0				
Macerial _	3,40				-		
* Composite analysis	[multilayered s	ample, see i	ndividual laye	er analyses)	•		
Analyst:				1	Date: 10	0/21/94	
Mike Scales				•	<u></u>		

SKETCHES AND NOTES

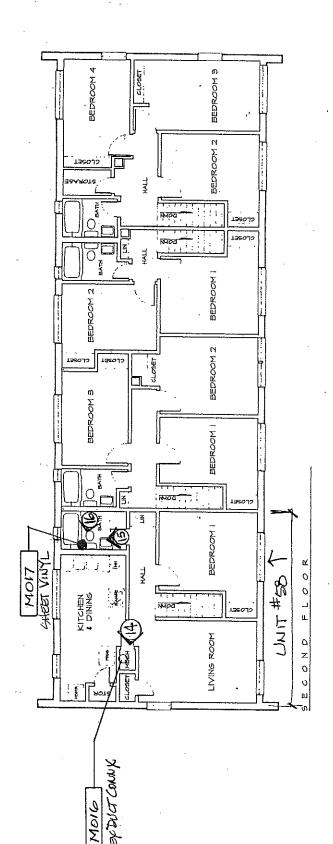




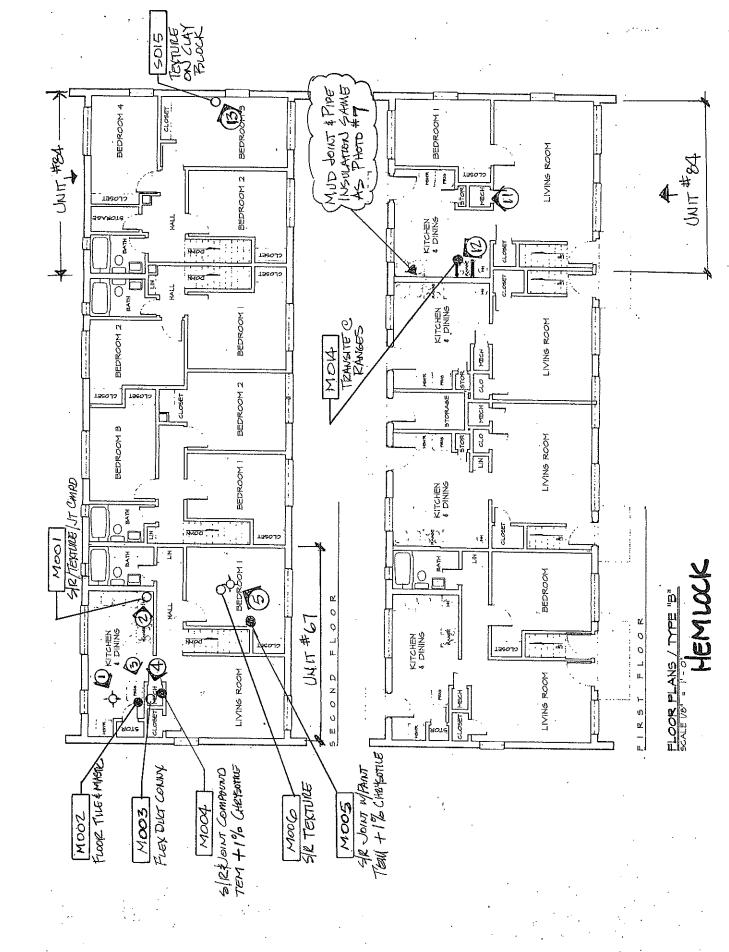


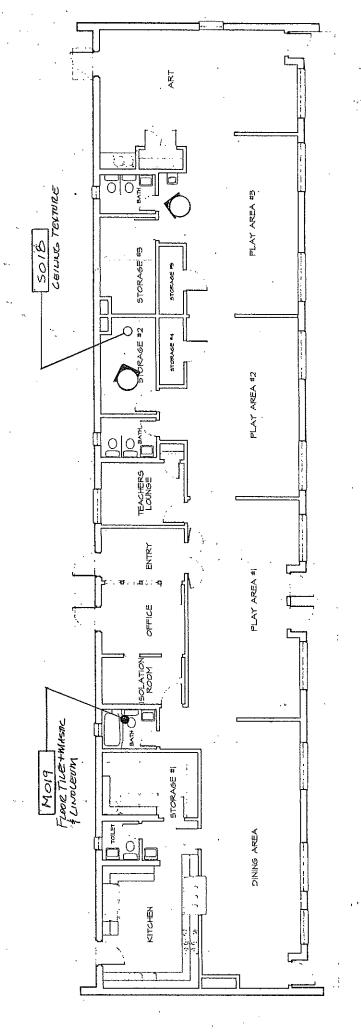
LIVING ROOM

BEDROOM

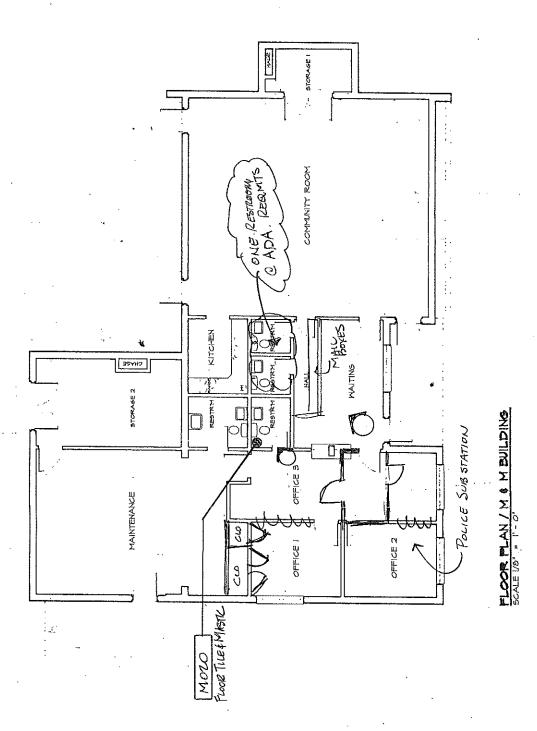


FLOOR PLANS / TYPE "B" SCALE 1/8" = 1' = 0"

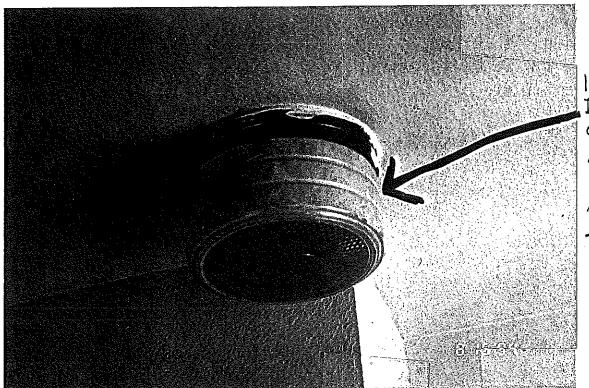




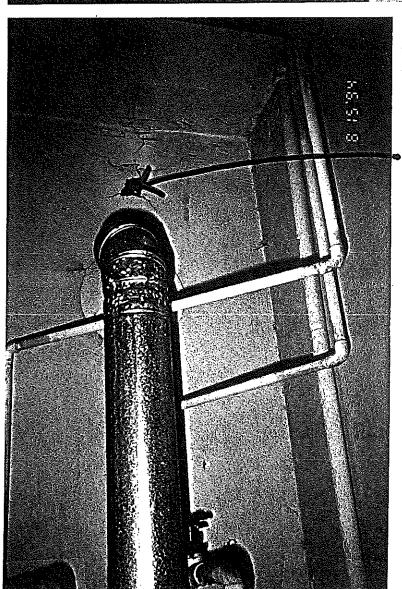
LOOR PLAN / I STORY DAYCARE CENTER



PHOTOGRAPHS



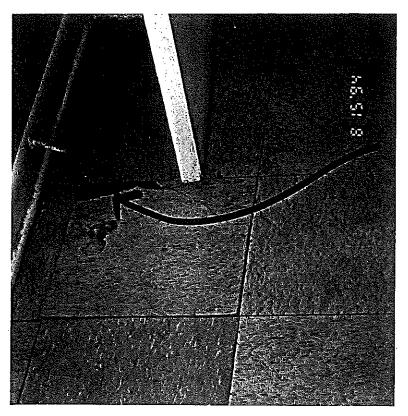
TYPICAL
INCANDESCENT
DIZUM LIGHTS
CONTAINS
ASSUMED ACM
REFLECTORS
AND/OR WIRING
TYPICAL IN
HULLINITS



2

CAMPLE MEDI OF SHEETROCK TEXTURE HAD NO DETECTABLE ASSESTOS, THE JOINT COMPOUND CONTAINES A TRACE OF CHRYSOTILE ASSESTOS. THE SHEETROCK DID NOT CONTAIN ASSESTOS,

SEE SAMPLE M OOG & MOOS TEM ANALYSIS THAT CONTAINS REGULATED AMOUNTS OF ASPECTOS, REPER TO PHOTO #4



CONTAINS 2% CHRYSOTHE ASBESTOS, THE BLACK MASTIC CONTAINS 5% CHRYSOTHE ASBESTOS.

THIS PATTERN ISTYPICAL IN ALL UNITS

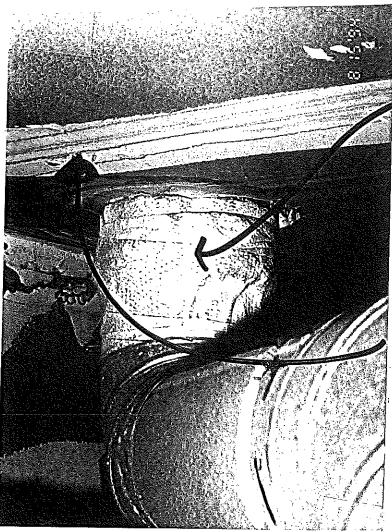
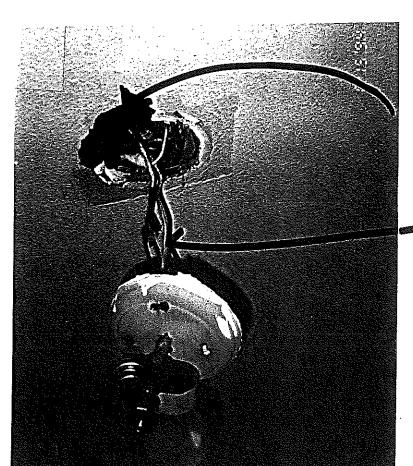


PHOTO IN MECHANICAL ROOM SHOWS ASSUMED ACM DUCT TAPE, TYPICAC IN ALL LINTS INSPECTED

SAMPLE MOOF OF SHEET ROCK JOILT COMPOUND WAS ANALYSED BY TEM TO SHOW GREATER THAN 1% CHRYSOTILE ASBESTOS. THE JOILT COMPOUND IS TYPICAL OF ALL UNITS.

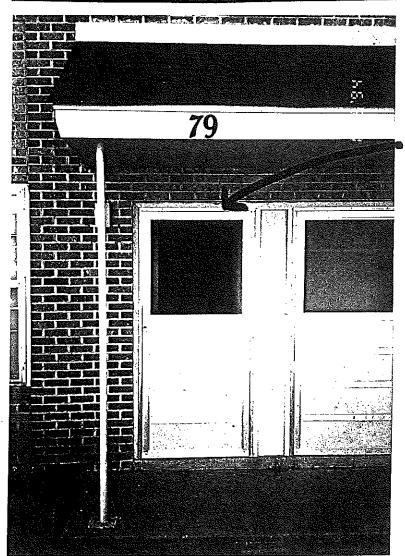
FLED DUCT CONNECTOR DID NOT CONTAIN AGRESIES, SEE SAMPLE MOOS



5

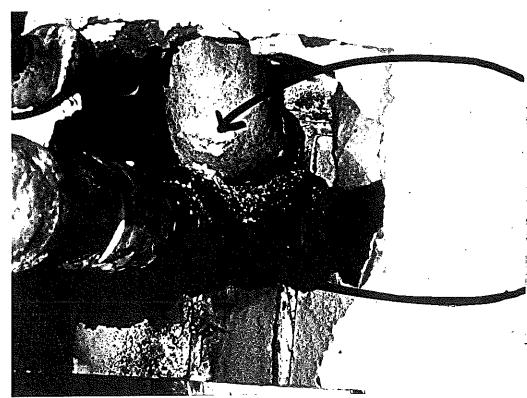
SHEET ROCK TEXTURE DID NOT CONTAIN ASBESTOS. SEE SAMPLE MOOG

ASSUMED TO HAVE ACM WIRING, TYPICAL



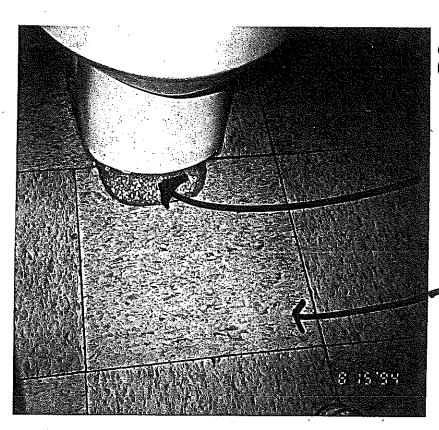
6

CAULKING AT DOOR HEAD OF LIMIT #79 CONTAINS A TRACE <1% CHRYSOTILE ASSESTOS. SEE SAMPLE MOO7



PAPE JOINT INSULATION
CONTAINS 5% CHEYS,
AND 7% AMOSITE
ASBESTOS PETZ
SAMPLE TOOP

PIPE INSULATION
HAS PAPER WITH
45% CHRYS, AND
INSULATION WITH 3%
CHRYS, AND 10%
AMOSITE ASBESTOS
SEE SAMPLE TO 10



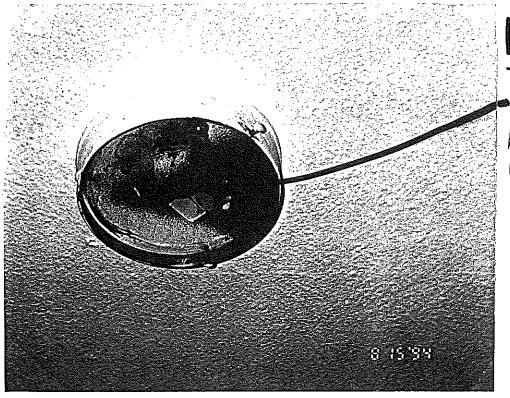
8

SHEET VINYL UMBER ALM FLOOR TILE CONTAINS 35% CHRYSOTHE HISBESTES IN THE BACKING - SEE SAMPLE MOIS

FLOORTILE IS SAME AS IN PHOTO#3

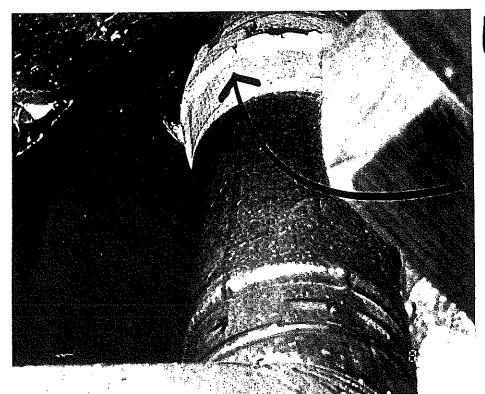


TYPICAL WALL LIGHT FIXTURE ANE ASSUMED TO CONTAIN ACM WIRING

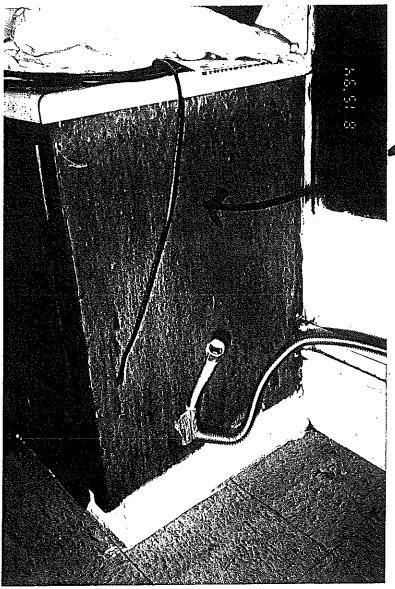


TYPICAL DRUM
-LIGHT FIXTURE
HAS ASSUMED ACM
REFLECTOR AND/OR
ACM WIRING.

HEMINK



ASSUMED ACM DUST TAPE ON FLUE PIPE ISTYPICAL OF ALL MECHANICAL ROOMS



12

TRANSITE PROTECTIVE PANELS
ARE LOCATED AT BACH
GIDE OF KITCHEN RANGES.

MATERIAL CONTAINS 35%
CHRYSOTILE ASSESTOS. SEE
SAMPLE MOIL

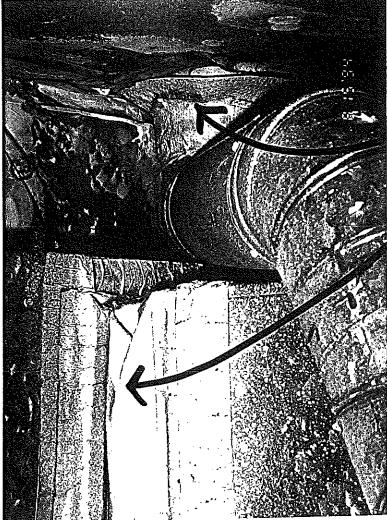
THIS 15 TYPICAL OF ALL

UNITS



13

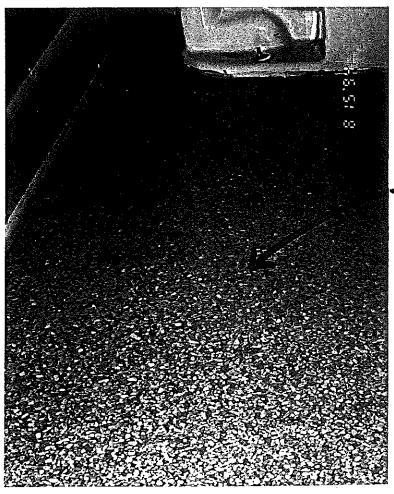
SAMPLE SOIS OF HEAVY TEXTURE ON CLAY BLOCK WALLS DID NOT CONTAIN AGRESTOS AS ANALYSED.



ASSUMED ACM DUCT TAPE ON FLUE PIPE - TYPICAL

SAMPLE MOIG OF FLEX. DUCT CONNECTOR DID NOT CONTAIN KSAESTOS





TYPI ACM SHEET VINYL IN ALL UMS AT REAFROOMS SEE SAMPLE MOIT & PHOTO #16

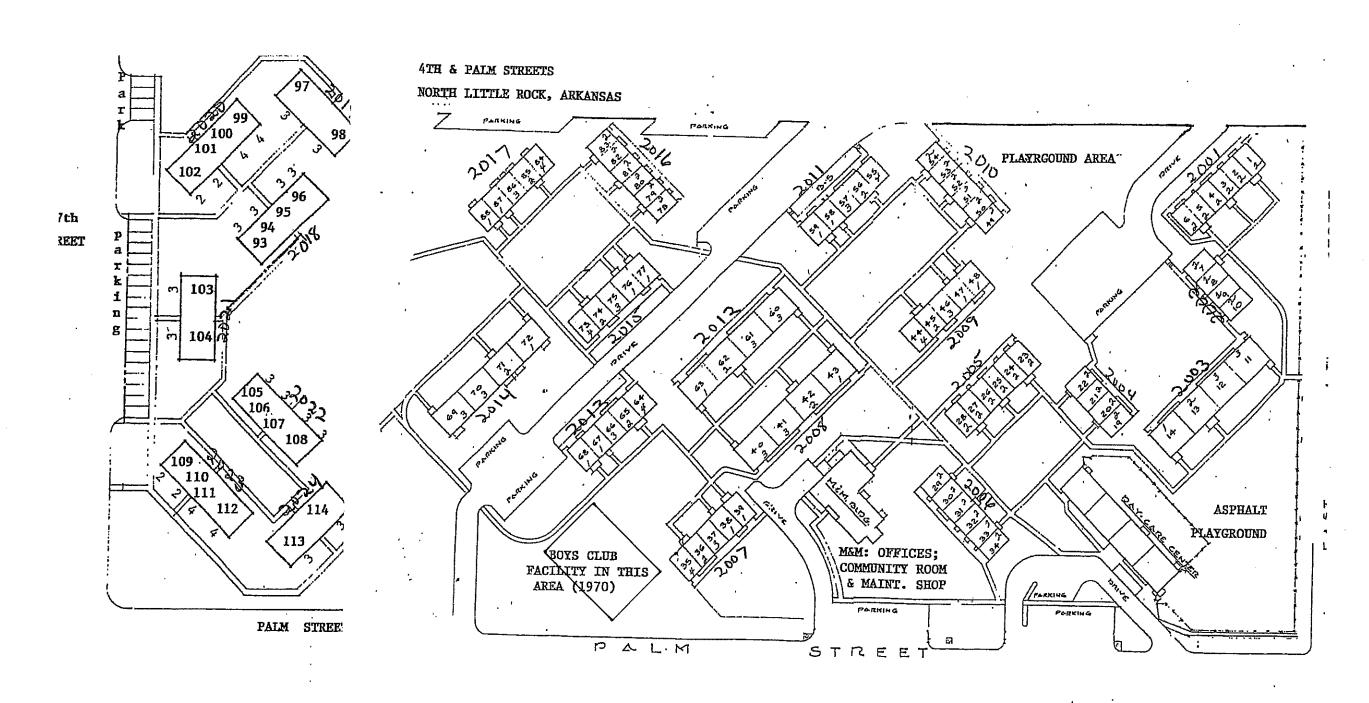


16

SAMPLE MOIT CONTAINS 40% CHRYSOTILE ASPECTOS IN THE BACKING OF THE SHEET VINYL.

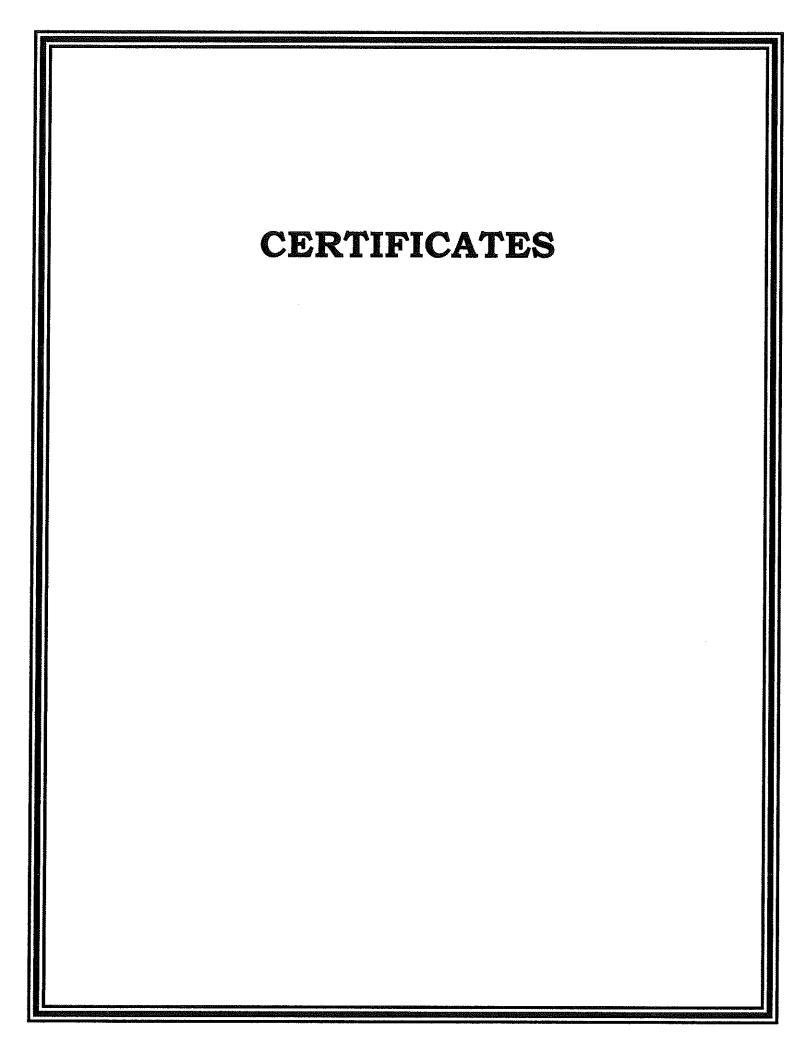
·		

ASBESTOS ABATEMENT SITE PLAN



ASBESTOS ABATEMENT 5:TE PLAN

Hemlock Courts



ARKANSAS DIVISION OF ENVIRONMENTAL QUALITY

ASBESTOS PROGRAM



Morris AE, Inc.

is qualified to perform certain asbestos-related work within the State of Arkansas, under Rule 21 of the Arkansas Pollution Control and Ecology Commission and Ark. Code Ann. § 20-27-1001 et seq., and is hereby licensed as an

Asbestos Abatement Consultant

License Number: 002276-CCL-CL

Expiration Date: January 31, 2025

Caleb J. Osborne

Director, Division of Environmental Quality Chief Administrator of the Environment Arkansas Department of Energy and Environment STATE OF ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT

Division of Environmental Or.

OFFICE OF AIR QUALITY, ASBESTOS PROGRAM

ALBERT REX MORRIS

Pollution Control and Ecology Commission's Rule 21 pursuant to A.C.A. § 20-27-1001, et seq., within the State of Arkansas is having satisfied the requirements necessary to meet the provisions of AHERAASHARA under TSCA Title II and the Arkansas hereby certified to perform activities related to asbestos containing material in the following discipline(s)

Discipline	Issue Date	Effective Date	Effective Date Expiration Date
Inspector	05/04/2023	06/06/2023	05/31/2024
Management Planner	05/04/2023	06/06/2023	05/31/2024
Project Designer	04/06/2023	04/19/2023	04/30/2024



Certification Number: 011404

Caleb J. Osborne

Chief Administrator, Environment Arkansas Department of Energy & Environment Division of Environmental Quality, Director

STATE OF ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT

Sivision of Environmental Augus

OFFICE OF AIR QUALITY, ASBESTOS PROGRAM

MARY LIZ SIMPSON

Pollution Control and Ecology Commission's Rule 21 pursuant to AC.A. § 20-27-1001, et seg., within the State of Arkansas is having satisfied the requirements necessary to meet the provisions of AHERAASHARA under TSCA Title II and the Arkansas hereby certified to perform activities related to asbestos containing material in the following discipline(s)

Discipline	Issue Date	Effective Date	Effective Date Expiration Dat
Air Monitor	05/03/2023	06/22/2023	05/31/2024
Contractor Supervisor	05/03/2023	06/22/2023	05/31/2024
Inspector	05/04/2023	06/22/2023	05/31/2024



Certification Number: 011614

Cados

Caleb J. Osborne

Division of Environmental Quality, Director Chief Administrator, Environment Arkansas Department of Energy & Environment STATE OF ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT

Division of Environmental (Quality

OFFICE OF AIR QUALITY, ASBESTOS PROGRAM

CRAIG TOLLESON

Pollution Control and Ecology Commission's Rule 21 pursuant to AC.A. § 20-27-1001, et seq., within the State of Arkansas is having satisfied the requirements necessary to meet the provisions of AHERAASHARA under TSCA Title II and the Arkansas hereby certified to perform activities related to asbestos containing material in the following discipline(s)

Discipline	Issue Date	Effective Date	Effective Date Expiration Date
Air Monitor	08/02/2023	08/31/2023	08/31/2024
Contractor Supervisor	08/02/2023	08/31/2023	08/31/2024
Inspector	08/03/2023	08/31/2023	08/31/2024
Project Designer	04/06/2023	04/19/2023	04/30/2024



Certification Number: 001847

Capas

Caleb J. Osborne

Division of Environmental Quality, Director Chief Administrator, Environment Arkansas Department of Energy & Environment

FOR/	4 (OF	BI	D
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(This Form must be fully completed and submitted to NorthBridge Housing Solutions as part of the "hard copy" bid submittal prior to bid date and time.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the Section 3 Statement and the Bidder's Statement as noted below:

X=ITEM INCLUDED	SUBMIT	TAL ITEMS (One copy is required to be submitted with each
	bid)	
	Item 1	Form of Bid
	Item 2	Form HUD-5369-A
	Item 3	Profile of Firm Form
	Item 4	Reference List
	Item 5	Bid Security - Required on all bids over \$20,000
	Item 6	Subcontractor/Joint Venture Information
	Item 7	Section 3 Clause Acknowledgement
	Item 8	Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES____ or NO_____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted with this "hard copy", which priority are you claiming?

BIDDER'S STATEMENT

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this IFB.

Signature	Date	Printed Name	Company

		·	

	PRO	Jrille Of F	IRM FORM		
(This Form must be fully o	completed and pla	aced under Ta	b No. 3 of the "har	d copy" tabbe	ed proposal submittal.)
(1) Prime Sub-contra	actor(This form m	ust be completed	d by and for	each).
(2) Name of Firm:			Telephone:		Fax:
(3) Street Address, City,	State, Zip:				
(4) Please attached a brie (a) Year Firm Establis Year Established (if ap	hed; (b) Year	Firm Establ	ished in [JURISD	ICTION]; (c) Former Name and
(5) Identify Principals/Par each):	tners in Firm (s	submit unde	r Tab No. 5 a bri	ef professio	onal resume for
NAME			TITLE		% OF OWNERSHIP
· · · · · · · · · · · · · · · · · · ·				'	
(6) Identify the individual(s will work on project; ple	ase submit under				
resumes required above): NAME			TITLE		
(7) Proposer Diversity Statem and enter where provided □ Caucasian American (Male)	the correct per Public-Hel	centage (%)	ne following that a of ownership of ea Government Agency ""	ich: Non-P	Profit nization
Resident- (RBE), Minority or more ownership and ac Resident- African Owned* American	· (MBE), or Wom	an-Owned (Want by one or in the DHispanic American	/BE) Business Enter more of the follow □Asian/Pacific American %	ring:	ifies by virtue of 51% □Asian/Indian American %
	ucasian) %	Veteran %	□Other (Specify): %	:	
Certified by (Agency): (NOTE: A CERTIFICATION				IF AVAILABLE	Ξ)
Signature I	Date	Printed Na	nme	Company	

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.) (8) Federal Tax ID No.:_____ (9) [APPROPRIATE JURISDICTION] Business License No.:______ (10) State of _____ License Type and No.:_____ (11)Worker's Compensation Insurance Carrier: Policy No.:_____ Expiration Date:_____ (12) General Liability Insurance Carrier:_______ Expiration Date:______ (13) Professional Liability Insurance Carrier: ______ Expiration Date: _____ (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes \square If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true. (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party. Company Printed Name Date Signature

REFERENCES

This form must be filled out and attached to your bid.

Name and Address of Company Including Contact Person/Telephone Number	Description of Job and Amount
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U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

- (a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.
- (b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)
- (c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."
- (d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- (e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.
- (h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

- (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.
- (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fall to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.
- (c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

- (a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:
 - (1) Integrity;
 - (2) Compliance with public policy;
 - (3) Record of past performance; and
 - (4) Financial and technical resources (including construction and technical equipment).
- (b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

- (a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readlly identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

- (a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.
- (b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.
- (c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.
- (d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

- (e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.
- (f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- 9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000) ລຸວຸ ວວດ

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

- (a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —
- (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law:
- (2) separate performance and payment bonds, each for 50 percent or more of the contract price;
- [] (3) a 20 percent cash escrow;
- [] (4) a 25 percent irrevocable letter of credit; or,
- [] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).
- (b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website http://www.fms.treas.gov/c570/index.html, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

- (c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- (d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

- 12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)
- (a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible
- (1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,
- (2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indianowned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

- corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.
- (b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.
- (2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.
- (c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.
- (d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -
- (1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and
- (2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.
- (e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:
- (1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an Individual is a member.
- (2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

- (f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.
- (2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.
- (g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.
- (h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.
- (i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).
- (j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.
- (k) The IHA [] does [V] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Previous edition is obsolete form HUD-5369-A (11/92)

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Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(I) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" $\ [\]$ is, $\ [\]$ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.
- 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)
- (a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or.
- (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/iHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it -(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

- (b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

•	• • •	•	•
[]	Black Americans		[] Asian Pacific Americans
[]	Hispanic Americans		[] Asian Indian Americans
ſΊ	Native Americans		[] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract,
- 12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)
- (a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.
- (b) A fully executed "Previous Participation Certificate"[] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)	 	
(Typed or Printed Name)	 	
(Title)	 	
(Company Name)		
(Company Address)		

SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I have read and understand these requiren	nents of this Section 3 funded project:	
Business Name:		
Business Address:		
Print Name:		
Signature	Date	

What Projects or Contracts Does Section 3 Apply to?

Housing and Community Development Financial Assistance

Section 3 applies to housing construction, housing rehab and public infrastructure projects that receive more than \$200,000 in HUD assistance. Section 3 also applies to projects that include Lead Hazard Control and Healthy Homes assistance that exceeds \$100,000.

Public Housing Financial Assistance
Section 3 applies to any amount of assistance for
development, operations and management, mixedfinance development projects, and in some cases,
Rental Assistance Demonstration (RAD) and Choice
Neighborhoods projects.

What Are the Goals of Section 3?

Section 3 has goals that recipients, subrecipients, contractors and subcontractors must meet. The goals are as follows:

Housing and Community Development Financial Assistance

 25% or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers and 5% or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Public Housing Financial Assistance

 25% or more of the total number of labor hours worked by all workers in a PHA's fiscal year are Section 3 workers and 5% or more of the total number of labor hours worked by all workers in a PHA's fiscal year are Targeted Section 3 workers.

What Happens if the Section 3 Goals Are Not Met?

Recipients must report qualitative nature of Section 3 compliance efforts and the efforts of its contractors and subcontractors.

How Can I Find Section 3 Opportunities in My Area?

Contact your local and state government and public housing authority to learn more about employment, training and contracting opportunities that may be available to you in your community.

How Can I Learn More About Section 3?

Visit the following websites:

- http://www.hud.gov/section3
- http://www.hudexchange.info/programs/section-3/

Want to learn more about YouthBuild?

http://www.dol.gov/agencies/eta/youth/youthbuild



SECTION 3

for Workers and Businesses

Learn about employment, training and contracting opportunities that can be available to you under Section 3.

What Is Section 3 and Why Does It Matter?

- Every year the Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities across the country for projects that provide access to safe and affordable housing and improve public infrastructure.
- These funds are passed down to public housing agencies, local and state governments or other recipients through grants or financial assistance.
- The financial assistance can be used to maintain and build affordable housing and improve public infrastructure in your community.
 Employment, fraining and contracting
- Employment, training and contracting
 opportunities that result from the covered projects or
 contracts must be directed to persons who are lowincome (Section 3 workers) and businesses that
 are owned by or employ persons who are lowincome (Section 3 businesses) to help build
 economic wealth.
- Best efforts should be made to direct economic opportunities to persons and businesses in the order of priority outlined in the final rule.

Who Is Responsible for Providing Access to Economic Opportunities?

- Recipients and subrecipients of HUD assistance
- Contractors and subcontractors working on certain HUD-assisted projects or contracts

How Can Contractors Help PHAs and Grantees Meet the Section 3 Goals?

Contractors can help PHAs and grantees meet the Section 3 goals by being a Section 3 business or employing Section 3 workers. Some grantees or PHAs may offer incentives to businesses that can demonstrate how they will meet the Section 3 goals.

What Is a Section 3 Worker?

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories as documented:

- Person who is low-income
- Employed by a Section 3 business concern
- YouthBuild participant

A Targeted Section 3 Worker is a Section 3 worker who is employed by a Section 3 business concern or is a worker that currently fits or when hired fit at least one of the following categories as documented within the past five years:

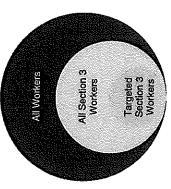
What Is a Targeted Section 3 Worker?

Housing and Community Development Financial Assistance

- Lives within the neighborhood of the project
 - YouthBuild participant

Public Housing Financial Assistance

- Resident of public housing or Section 8-assisted housing
- Resident of other public housing projects or Section 8assisted housing managed by the PHA that is providing the assistance
 - YouthBuild participant



What Is a Section 3 Business Concern?

A business that meets at least one of the following categories, within the last six-month period:

- At least 51% owned and controlled by persons who are low-income
- At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

Old Rule - 24 CFR Part 135

New Rule - 24 CFR Part 75

Focusing on sustained employment of low- and very low-income populations

A new hire for a temporary, one-month job and a new hire for a permanent, year-round job counted the same, instead of placing more value on long-term employment.

Recognizes the greater value of the permanent job by focusing on labor hours instead of new hires, creating an incentive for employers to invest in and retain their newly hired low-income workers.

Crediting successful sustained employment in reporting benchmarks

Former benchmarks:

- 30% of persons hired by Section 3 funding must be Section 3 residents
- 10% of total funds for construction contracts awarded to Section 3 businesses
- 3% of total funds for non-construction contracts awarded to Section 3 businesses
- No updates to these benchmarks

Final rule benchmark notice:

- 25% of all labor hours must be performed by a Section 3 worker
- 5% of all labor hours must be performed by Targeted Section 3 workers
- Benchmark notice should be updated by the Secretary every three years

Allowing varied outcomes for different geographies and activities

Section 3 residents are:

- · Public housing residents
- Low- and very low-income persons who live in the metropolitan area or non-metropolitan county where a HUD assisted project for housing or community development is located

Section 3 workers are:

- Workers whose incomes for the previous or annualized calendar year are below the income limit established by HUD
- Employed by a Section 3 business concern
- YouthBuild participants

Under the old rule, there is no distinction or prioritization of hiring Targeted Section 3 workers.

New rule emphasizes the priority hiring of Targeted Section 3 workers living in public or Section 8-assisted housing or within a 1 mile radius of the project site.

Section 3 business concerns are:

- · At least 51% owned by Section 3 residents
- At least 30% of employees are currently
 Section 3 residents, or were within first three years of employment
- Businesses that subcontract more than 25% of all subcontracts to a Section 3 business concern

Section 3 business concerns are:

- At least 51% owned and controlled by low- or very low-income persons
- Businesses where Section 3 workers perform over 75% of the labor hours over a three-month period
- At least 51% owned and controlled by current public housing or Section 8-assisted housing residents

Integrating Section 3 into the program offices

Enforcement and compliance was performed by the Office of Fair Housing and Equal Opportunity.

Enforcement and compliance will be integrated into regular program office work.

Reducing reporting requirements for grantees who are meeting benchmarks

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wage requirements for volunteers, as referenced in §70.1(b).

(b) Local or State agencies or private parties whose employees are otherwise subject to prevailing wage rates and which wish to use volunteers shall request a waiver of prevailing wage requirements from HUD for the volunteers. A request for waiver shall indicate that the proposed volunteers are volunteering their services for the purposes of lowering the costs of construction. The request shall include information sufficient for HUD to make a determination, as required by statute, that any amounts saved through the use of volunteers are fully credited to the corporation, cooperative, or public body or agency undertaking the con-struction and a determination that any payments to volunteers meet the criteria in section 70.3(b). Information regarding the crediting of amounts saved is required in order to insure that the statutorily prescribed purpose of lowering the costs of construction is fulfilled by passing savings from the use of volunteers on to the sponsor or other body or agency undertaking the construction, rather than permitting the retention of any savings as a windfall by a contractor or subcontractor. A written waiver shall be provided to the requestor by the Department within ten days of receipt by the Department of sufficient information to meet the requirements for a waiver.

(c) For a project covered by prevailing wage rate requirements in which all the work is to be done by volunteers and there are no paid construction employees, the local or State funding agency (or, if none, the entity that employs the volunteers) shall record in the pertinent project file the name and address of the agency sponsoring the project, the name, location, and HUD project number (if any) of the project, the number of volunteers, and type of work and hours of work they performed. The entity responsible for recording this information shall provide a copy of the information to HUD.

(d) For a project covered by prevailing wage rate requirements in which there is to be a mix of paid workers and volunteers, the local or State funding agency (or, if none, the entity responsible for generating cer-

24 CFR Subtitle A (4-1-23 Edition)

tified payrolls) shall provide HUD the information in (c) of this section, along with the names of the proposed volun-

PART 75—ECONOMIC OPPORTUNI-TIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart A-General Provisions

75.1 Purpose.

Applicability. Definitions. 75.3 75.5

Requirements applicable to HUD NOFAs for Section 3 covered programs.

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance.

75.13 Section 3 safe harbor. 75.15 Reporting.

75.17 Contract provisions,

Subpart C-Additional Provisions for Housing and Community Development Financial Assistance

75.19 Requirements.

Targeted Section 3 worker for housing and community development financial assistance.

75.23 Section 3 safe harbor.

75.25 Reporting.

75.27 Contract provisions.

Subpart D-Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources.

75.31 Recordkeeping.

75.33 Compliance.

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 9535(d).

Source: 85 FR 61562, Sept. 29, 2020, unless otherwise noted.

Subpart A—General Provisions

§75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§75.3 Applicability.

- (a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:
- (1) Public housing financial assistance. Public housing financial assistance means;
- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act:
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.
- (2) Section 3 projects. (i) Section 3 projects means housing rehabilitation. housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- (ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than

- once every 5 years based on a national construction cost inflation factor through FEDERAL REGISTER notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through FEDERAL REGISTER notice, subject to public comment.
- (iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- (b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.
- (c) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- (d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms HUD, Public housing, and Public Housing Agency (PHA) are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in §75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively af-

fected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in §75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by §75.3 will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§75.9 Requirements.

(a) Employment and training. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided:

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance:

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§75.11 Targeted Section 3 worker for public housing financial assistance.

- (a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:
- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing:

- (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

(b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) General. PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

- (1) Certify that they have followed the prioritization of effort in §75.9; and
- (2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.
- (b) Establishing benchmarks, (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to §75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.
- (2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.15(a)(4).
- (3) Section 3 benchmarks will consist of the following two ratios:
- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.
- (ii) The number of labor hours worked by Targeted Section 3 workers, as defined in §75.11(a), divided by the total number of labor hours worked by all workers funded by public housing fi-

nancial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

- (a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:
- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.
- (3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- (4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- (5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a

full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

- (b) Additional reporting if Section 3 benchmarks are not met. If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in \$75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:
- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- (c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.
- (d) Reporting by Small PHAs. Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

- (a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors
- (b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.
- (c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) Employment and training. (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with

§ 75.21

Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.
- (b) Contracting. (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:
- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (ii) YouthBuild programs.

§75.21 Targeted Section 3 worker for housing and community development financial assistance.

- (a) Targeted Section 3 worker. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:
- A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
- (i) Living within the service area or the neighborhood of the project, as defined in §75.5; or
- (ii) A YouthBuild participant.
- (b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) General. Recipients will be considered to have complied with require-

ments in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in §75.19; and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.
- (b) Establishing benchmarks. (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REG-ISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.
- (2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).
- (3) Section 3 benchmarks will consist of the following two ratios:
- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.
- (ii) The number of labor hours worked by Targeted Section 3 workers as defined in §75.21(a), divided by the total number of labor hours worked by

all workers on a Section 3 project in the recipient's program year.

§75.25 Reporting.

- (a) Reporting of labor hours. (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:
- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.
- (2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to §75.31.
- (3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- (4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- (5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

- (b) Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:
- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as

defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) Reporting frequency. Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

- (a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.
- (b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

- (a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:
- (1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and
- (2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:
- (i) The total number of labor hours worked on the project;

- (ii) The total number of labor hours worked by Section 3 workers on the project; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers on the project.
- (b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

- (a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.
- (b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:
- (1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:
- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a fulltime basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.
- (2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
- (i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:
- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs:
- (C) An employer's certification that the worker is employed by a Section 3 business concern; or
- (D) A worker's certification that the worker is a YouthBuild participant.
- (ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:
- (A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (B) An employer's certification that the worker is employed by a Section 3 business concern; or
- (C) A worker's self-certification that the worker is a YouthBuild participant.
- (c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.
- (d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 work-

er or Targeted Section 3 worker is established.

§75.33 Compliance.

- (a) Records of compliance. Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other record-keeping requirements in 2 CFR part 200.
- (b) Complaints. Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.
- (c) Monitoring. HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

PART 81—THE SECRETARY OF HUD'S REGULATION OF THE FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE) AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION (FREDDIE MAC)

Subpart A-General

Sec. 81.1 Scope of part. 81.2 Definitions.

Subpart B—Housing Goals

- 81.11 General.
- 81.12 Low- and Moderate-Income Housing Goal.
- 81.13 Central Cities, Rural Areas, and Other Underserved Areas Housing Goal.
- 81.14 Special Affordable Housing Goal.
- 81.15 General requirements.
- 81.16 Special counting requirements.
- 81.17 Affordability—Income level definitions—family size and income known (owner-occupied units, actual tenants, and prospective tenants).
- 81.18 Affordability—Income level definitions—family size not known (actual or prospective tenants).
- 81.19 Affordability—Rent level definitions tenant income is not known.
- 81.20 Actions to be taken to meet the goals.

North Little Rock Housing Authority

Contractor:

ontract#	
Cont	

CONTRACTOR DECLARATION

1. Prime Contractor information

(If yes, indicate the distinct element of work 9 a. Will subcontractors be used for this contract? YES_

your firm will perform in this contract. Use additional sheets if necessary. If no, skip to Item #3.)

2. If no subcontractors will be used, skip to certification below. Otherwise list all subcontractors and suppliers for this contract. (Attach additional pages if necessary)

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontract Address & Email	Section 3	Work performed or goods Section 3 provided for this contract	Corresponding % of bid price	Debarred List?
·					
					=

3. CERTIFICATION: By signing the response, I certify under penalty of perjury that the information provided is true and correct.

Date Contractor Signature Name

NON-COLLUSIVE AFFADAVIT

STATE OF		
COUNTY OF		
I,,BEI	NG DULY SWORN, DEPOSES AN	D SAYS:
That he/she isof _		
The Bidder that has submitted the attached bi collusive or sham; that said bidder has not coll indirectly, with any bidder or person, to put in a in any manner, directly or indirectly, sought be conference, with any person, to fix the bid price overhead, profit or cost element of said bid price advantage against the North Little Rock Housing or any person interested in the proposed Contra are true.	luded, conspired, connived or agreed, a sham bid or to refrain from bidding, by agreement or collusion, or commute or affiant or of any other bidder, or e, or of that of any other bidder, or to ag Authority dba NorthBridge Housin	directly or and has not mication or r to fix any secure any g Solutions
	Signature of Bidder	
	Signature of Partner	
-	Signature of Partner	_
Subscribed and sworn to before me this	day of,	20
•	Notary Public	
My commission expires:		

Licensing and Insurance Requirements:

Prior to award (but not as a part of the proposal submission) the *successful* proposer will be required to provide:

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

A copy of the proposer's business license allowing that entity to provide such services within the Pulaski County, Arkansas;

If applicable, a copy of the proposer's license issued by the State of Arkansas licensing authority allowing the proposer to provide the services detailed herein.

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"General Decision Number: AR20240056 01/05/2024

Superseded General Decision Number: AR20230056

State: Arkansas

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines)

County: Pulaski County in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on .
or between January 1, 2015 and
January 29, 2022, and the
contract is not renewed or
extended on or after January
30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/05/2024

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SUAR2015-053 01/09/2017

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I	Rates	Fringes
CARPENTER, Includes Form Work\$	16.46 **	0.00
CEMENT MASON/CONCRETE FINISHER\$	18.34	3.41
ELECTRICIAN\$	23.22	9.75
LABORER: Common or General\$	12.16 **	0.00
LABORER: Pipelayer\$	13.39 **	2.19
OPERATOR:		
Backhoe/Excavator/Trackhoe\$	18.03	0.00
OPERATOR: Bulldozer\$	16.32 **	1.65
OPERATOR: Crane\$	24.21	6.79
OPERATOR: Loader\$	15.43 **	0.00
PAINTER (Brush and Roller)\$	18.00	0.00
TRUCK DRIVER: Dump Truck\$	13.71 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)). The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers -

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

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each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

All decisions by the Administrative Review Board are final.

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IFB NoB, (Attachment G, Sample	e Contract Form)	HA CONTRACT NO. CO8 SERVICES
· T	CONTRACT BETW THE HOUSING AUTHORITY OF THE	/EEN
. ·	AND [THE CONTRACTO	
	INTRODUCTION	N .
This contract by and be and, 2008.	etween the Housing Authority of th , (hereinafter "the Contrac	ne (hereinafter "HA"), ctor") is hereby entered into this day
on the day of by the parties as provid to "days" shall be cale or legal holiday, then	, 2008, unless otherwise edded for within this contract. Unless other within the case that the last the period of time shall be automated that the term "herein" is referred to	day of 2008, and shall end extended, modified, terminated or renewed so otherwise detailed herein, all references day referenced falls on a Saturday, Sunday atteatly extended to include the next work o, such refers to this contract form, the
1.0 Definitions: 1.1 Housing "Housing	Authority (HA), Any reference Authority" shall be interpreted to	herein or within any Appendix to the mean the same as the HA.
1.2 Contract		acting Officer, typically the HA Executive
1.4 Invitation wherein		Director. solicitation process conducted by the HA responsive and responsible bidder that
of those services designate	Services: The services provided particles for the HA as described shall be provided on the dates	pursuant to this contract generally consist herein and within the Appendices. Said and times determined by the HA at the n addition, the HA shall retain the right to as a part of IFB No
additiona		ders): The Contractor shall not begin any detailed herein) without the receipt of an

- 2.3 Cost/Value of Services:
 - **2.3.1 Contract Value:** The current total Not-To-Exceed (NTE) value of this contract is:

\$___.

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

- 2.4 Time Performance: The Contractor will complete each assigned task as detailed within the executed agreement.
- 2.5 Billing Method:
 - 2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed HUD Form 51001 for work previously performed to:

Attn: Accounts Payable
[STREET ADDRESS]
[CITY] [STATE] [ZIP CODE]

- 2.6.2 At a minimum, the invoice shall detail the following information:
 - 2.6.2.1 Unique invoice number,
 - 2.6.2.2 Contractor's name, address and telephone number;
 - 2.6.2.3 Date of invoice and/or billing period;
 - 2.6,2.4 Applicable Contract No. C080__;
 - 2.6.2.5 Applicable Purchase Order No.;
 - Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);
 - **2.6.2.7** Total dollar amount being billed.
- 2.6.3 The HA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

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(Attachment G, Sample Contract Form)	SERVICES

- 3.0 HA's Obligations: Pursuant to this contract, the HA agrees to provide the specific services detailed herein and also shall be responsible for the following:
 - 3.1 The HA agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of the ED.
- 4.0 Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:
 - **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HA properties pursuant to this contract.
 - 4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.
 - 4.3 Compliance with Federal and State Paws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
 - 4.4 Insurance Requirements:
 - 4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein.
 - 4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
 - Policy of General Liability Insurance, \$1,000,000 per occurrence, \$5,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
 - Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$5,000,000 with a deductible of not greater than \$1,000;
 - 4.4.2.3 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

IFB NoB,	HA CONTRACT NO. CO8
(Attachment G, Sample Contract Form)	SERVICES

- **4.4.2.4** Worker's compensation coverage evidencing carrier and coverage amount.
- 4.4.2.5 The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 4.4.2.6 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA

[NAME]
[OFFICE]
Housing Authority of the
[STREET ADDRESS]
[CUTY], [STATE] [ZIP CODE]

- 4.5 Licensing: The Contractor shall also provide to the HA a copy of the required [NAME OF APPLICABLE JUSIDICTION] Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.6 Financial Viability and Regulatory Compliance:
 - 4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
 - 4.6.2 The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HA in writing within 5 days of such notification received will constitute a material breach of this contract.
 - 4.6.3 The Contractor further agrees to promptly disclose to the HA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
 - 4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HA within the time periods required herein.

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IFB No (Attac	 hment	B, G, Sample Contract F	Form)	HA CONTRACT NO. CO8 SERVICES
5.0	Modif writte	ication: This contract en addendum, execute	t shall not be modified, revised, ed by both parties.	amended or extended except by
6.0		etent jurisdiction and		act, as determined by a court of the validity of any other provision
7.0 Applicable Laws:				
	7.1	pursuant to this cor		performed by the Contractor, ince with applicable all Federal,
	7.2	construction and efficient conflict with applical binding upon the phereto. The parties action relating to the purpose of initiating provision hereof, or entitled to be reimble thereby, including, but the conflict conflict construction and efficient conflict confl	fect of this contract, unless said ble federal laws and/or federal reparties, their heirs, beneficiaries agree that [COUNTY], [STATE] this contract. Should any party litigation or arbitration to enforce any other judicial remedy, the losing party for	shall govern the validity, d laws are superseded by, or in regulations. This contract will be es, and devisees or the parties is the appropriate forum for any hereto retain counsel for the orce, prevent the breach of any hen the prevailing party shall be all costs and expenses incurred attorneys fees and costs incurred in counterparts.
8.0	Notice	s, Invoices and Repo	rts:	
	8.1	this contract shall be representing the HA:	in writing and delivered to the	HA by the Contractor pursuant to attention of the following person
		I IIII	[STREET ADDRESS] [CITY], [STATE] [ZIP CODE]	
		or if appropriate, fax	[TELEPHONE]	
	8.2	All notices submitted and mailed to the att		this contract shall be in writing
			000/000-0000	

9.0 Disputed Billings (Charges):

or, if appropriate, shall be faxed to: 000/000-0000.

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(Atl	achment	G. Sample	e Contract	Form)

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- 9.1 Procedures: In addition to the procedures detailed within Clause No. 31 of Appendix No. 1, Form HUD-5370 (1/2014) General Conditions for Non-Construction Contracts, Public Housing Programs, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:
 - 9.1.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he she investigate and respond to this issue.
 - 9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
 - 9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:
 - 9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the [STAXE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of _____;
 - 9.1.3 2 not pay the disputed charge and submit the matter to the [STATE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of ______;
 - not pay the disputed charge and allow the Contractor to submit the matter either to the [STATE] Court Annexed Arbitration program if the disputed amount does not exceed \$40,000 or to the appropriate district court in the State of ______.
 - The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:
 - 9.1.4.1 clear the amount which is ordered from the HA account; or
 - 9.1.4.2 repay to the HA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 24 CFR 85.36(i), *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HA and the Contractor each agree to comply with the following provisions:

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(Attachi	nent G, Sample Contract Form)

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- 10.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:
 - 10.1.1 If the contractor is in material breach of the contract, the HA may promptly invoke the termination clause detailed within Form HUD-5370 (1/2014) General Conditions for Non-Construction Contracts, Public Housing Programs, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
 - 10.1.2 Prior to termination, the HA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
 - 10.1.3 After termination, if the contractor does not agree with the HA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HA's alleged incorrect action(s).
 - 10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 10.2 Termination For Cause and Convenience: As detailed within Clause No. 34 of Form HUD-5370 (1/2014) General Conditions for Non-Construction Contracts, Public Housing Programs, attached hereto.

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- 10.3 Executive Order 11246: For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act: For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Build America, Buy America Act (BABA): Pursuant to Build America, Buy America Act, enacted as part of the infrastructure investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note) the Federal Pinancial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.
- 10.8 Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 10.9 Patent Rights: Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.10 Copy Rights/Rights in Data: In addition to the requirements contained within Clause No. 5 of Attachment G-1, General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work), the HA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
 - 10.10.1 Except as provided elsewhere in this clause, the HA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

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(Att	tachment	G.	Sample	Contract	Form)

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- 10.10.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.10.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HA.
- 10.10.4 The contractor shall not, without the prior written permission of the contracting Officer, insorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HA a license of the same scope as identified in the preceding paragraph.
- 10.10.5 The HA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HA may either return the data to the contractor, or cancel or ignore the markings.
- 10.10.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 10.10.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HA except as provided below or as

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expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or

- 10.11 Access to Records: Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 10.12 Record Retention: Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.
- 10.13 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 10.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

11.0 Additional Considerations.

11.1 Right of Joinder Pursuant to NRS 332.195:

- Any political subdivision within the State of ______ may be granted the physicage of joining the awarded contract, only at the option of the contractor. If the Contractor so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.
- 11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HA contract, it is expressly understood that the HA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

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- 11.2 Non-Escalation: Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 Funding Restrictions and Order Quantities: The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:
 - 11.3.1 funding is not available;
 - 11.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 11.3.3 the HA's requirements in good faith change after award of the contract.
- 11.4 Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the HA or the proposers at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Taxes: All persons doing business with the HA are hereby made aware that the HA is exempt from paying Arkansas state sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 11.6 Government Standards: It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Freight on Bill and Delivery: All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the IFB documents or within the contract.
 - 11.7. The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.8 Backorders:

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- 11.8.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HA to do so.
- 11.9 Work on HA Property: If the Contractor's work under the contract involves operations by the Contractor on HA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HA's negligence, shall indemnify the HA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the HA Not Personally Liable It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.11 Subcontractors: Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 11.12 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 Attorney's Fees. In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor: Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.15 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of

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this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

- 11.16 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.17 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.18 Limitation of Liability: In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

11.19 Indemnification:

- 11.19.1 The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or oscur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract. (3) comply with the "Arkansas Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.
- 11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be

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released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.

- 11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.
- 12.0 Lobbying Certification: By execution of this contract with the HA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
 - 12.01 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan or cooperative agreement.
 - 12.02 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
 - The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 2.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:
 - 12.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

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- Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.21.6 HUD Information Bulletin 909-23 which is the following.
 - 12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 12.21.6.2 Clean Air and Water Certification; and,
 - 12.21.6.3 Energy Policy and Conversation Act.
- 12.21.7 That the funds that are provided by the HA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.
- **13.0 Section 3 Clause:** As detailed within 24 CFR 75, Section 3 clause, the following required clauses are hereby included as a part of this contract.
 - 13.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

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1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 13.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- 13.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 13.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- 13.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- 13.6 Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 13.7 With Tespect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

IFB No		e Contract Form)	HA CONTRACT NO. CO8
(Attaciiii	ent G, Sampt	e Contract Form)	SERVICES
1		owing noted documents are plac f this contract:	ed under each of the noted appendix and are
	14.1.1		JD-5370 (1/2014), General Condition for blic and Indian Housing Programs, aka cument;
	14.1.2	Appendix No. 4: Specific d pertains to this contract.	ocumentation pertaining to Section 3 that
	14.1.3	Appendix No. 5: Scope of Sert the HA and the contractor;	vices, as agreed upon by negotiation between
	14.1.4	response to the IFB, or any ne	sed fee(s) submitted by this contractor in egotiated fee(s) that resulted thereto, which urement that ensues from this contract;
	14.1.5	performance of this contract Further, any document that r	ocument or clause issued as a part of IFB No. may choose to include at any time during the or any options exercised thereto by the HA. hay be referenced herein that has not been orated herein by reference, and a copy of
			le from the HA upon written request for such
14	above no shall tak shall tak requirek	oted appendices, the requirement of first precedence, then the re we precedence in the order to the lent(s) detailed within the le	epancy between this contract and any of the t(s) detailed within the body of this contract quirement(s) detailed within each appendix hat they are listed above (meaning, the ower listed item may not overrule any
15.0 CE	requiren	ent(s) detailed within a higher li	sted item). tive of each party hereby acknowledges by
વાર	hature below		egoing and understand and agree to abide by
[T	he Contracto		
B.,			Date:
Бу	[Name], [Tit	le]	Date
Ho	using Author	ity of the	:
D	•		Date:
Ðy.	•	17	Date.

IFB No._____-B, ____ (Attachment G, Sample Contract Form)

HA CONTRACT NO. CO8____ SERVICES

[Name], [Title]



General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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Liens Materials

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor, It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to do so. act on its behalf. HUD has agreed, subject to the provisions of an (f) The Contractor shall confine all operations (including Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD, (g) "Project" means the entire project, whether construction
- or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (I) "Work" means materials, workmanship, and manufacture and fabrication of components.

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to
- storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, Schedule engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
 (c) The Architect's duties and responsibilities may include but
- (c) The Architect's duties and responsibilities may include but shall not be limited to;
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
- (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
- (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and.
- (4) Assisting in Inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
 (b) The contractor shall begin work upon receipt of a written
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice. "

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (Including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedles under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer. without additional cost to the PHA. In this circumstance. the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location
 - as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site. including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract,
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the
 - Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an Increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

- promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, If the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued. (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

- required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

- machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (2) When required by the specifications or the
 Contracting Officer, the Contractor shall submit
 appropriately marked samples (and certificates
 related to them) for approval at the Contractor's
 expense, with all shipping charges prepaid. The
 Contractor shall label, or otherwise properly mark on
 the container, the material or product represented, its
 place of origin, the name of the producer, the
 Contractor's name, and the identification of the
 construction project for which the material or product
 is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fall to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fall to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
- Ensure that no laborer or mechanic shall be required (1) to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- Protect the lives, health, and safety of other persons;
- Prevent damage to property, materials, supplies, and equipment; and, Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- Comply with regulations and standards issued by the (1) Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et sea.: and
- include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary healing, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

- Availability and Use of Utility Services
- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels Construction when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor falls or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with 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 the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the
- completed work under paragraph (j) below.

 (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

 (e) The Contractor shall promptly furnish, without additional
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor, if at any time before final acceptance of the entire work, the Construction PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
 (b) While the PHA has such possession or use, the
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) in addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of— (1) The Contractor's failure to conform to contract require-
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal
 - commercial practice;
 (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail, in the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and

Executive Order shall prevail.

- retain ten (10) percent of the amount of progress
 (a) The PHA shall pay the Contractor the price as provided in
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD, if the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief,
- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

Withfuld of Tetalit from a subcontractor of supplier
subcontract.
Name:
Title:
Date:

- (f) Except as otherwise provided in State law, the PHA shall
 - payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) It has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

- responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials,
 - services, or site; or,
 (4) Directing the acceleration in the performance of the
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with
- the defective specifications.

 (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- Profit. The amount of profit shall be negotiated and (3)may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except In an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the
 - Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or
- excluded under any other provision of this contract.

 (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Convenience Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing

(b) The Contractor's right to proceed shall not be lerminated or the Contractor charged with damages under this clause if—

the work.

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor falls to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$_____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

- completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA: and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - will insure all operations under the Contract:
 (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ ______ [Contracting Officer insert amount]

- per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$
- [Contracting Officer insert amount] per occurrence.

 (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contract takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It
 - need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
 - (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- to the work of subcontractors.

 (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) 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;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

- (c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit
 - access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (i)The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a mëans of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

 (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

contracts.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Acts Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor specified is an infringement of a patent, the Contractor specified such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

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be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

 (iv) The wage rate (including fringe benefits where
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
 - (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

- amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- program.
 (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolis by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
 - (Ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: That the payroll for the payroll period contains
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been

the contract during the payroll period has beer paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
 - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code,
 - (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(3) Equal employment opportunity. The utilization of

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (i)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/ govcontracts/cwhssa.htm#cmp
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) 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 shall procure Items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an
 - unreasonable price.

and outside that contract.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0157 (Exp. 1/31/2027)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name	and Location				Project Number	
Name, Addres	s, and Zip Code of Contractor					
Nature of Cont	ract				Contract Number	
Approved for C	Contractor by	Title			Date (mm/dd/yyyy)	MP-A-A
Approved for A	rchitect by	Title	And the second s		Date (mm/dd/yyyy)	
Approved for O	lwner by	Tille		Date (mm/dd/yyyy)		
Item No. (1)	Description of Ilem (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
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otal Amoun	t of Contract or Carried Forward					\$
o the best of	my knowledge, all the information so will prosecute false claims and stateme	lated herein, as well as a	ny information provi	ded in the accompa	animent herewith, is t	rue and accurate. J.S.C. 3729, 3802)
	horized represenative	Permenent tring 1000KH			Date signed (mm/c	

form HUD-51000 (7/97)
Previous editions are obsolete Page 1 of ______ ref Handbooks 7417.1 and 7485.1

Instructions for Preparation of form HUD-51000

- A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. Heading. Enter all identifying information required for both forms.
 - b. Columns 1 and 2. In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) Master List. The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) Items Subdivided. In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project-involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. Column 3. Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

- d. Column 4. Enter the appropriate unit of measure for each subitem of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "fumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
- e. Column 5. Enter the unit price, in place, of each sub-item of work.
- f. Column 6. Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
- g. Column 7. Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
- h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
- The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Vlaster	List of Items				
tem No.	Division of Work	item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2 3	General Conditions	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Demonition & Olcaring	23	Weatherstripping	46	Sanitary Sewers
	Structures	24	Lath & Plastering-Drywall	47	Water Distribution System
4	General Excavation	25	Stucco	48	Gas Distribution System
5	Footing Excavation	26	Finish Carpentry	49	Electrical Distribution System
6	Backfill	27	Finish Hardware	50	Street & Yard Lighting
7	Foundation Piles & Caissons	28	Glass & Glazing	51	Fire & Police Alarm System
8	Concrete Foundations	29	Metal Doors	52	Fire Protection System
8 9	Concrete Superstructures	30	Metal Base & Trim	53	Street Work
10	Reinforcing Steel	31	Toilet Partitions	54	Yard Work
11	Waterproofing & Dampproofing	32	Floors	55	(Other)
12	Spandrel Waterproofing	33	Painting & Decorating	56	(Other)
13	Structural Steel	34	Screens		
14	+ · · · · · · · · · · · · · · · · · · ·	35	Plumbing		Equipment
15	Masonry Stonework	36	Heating	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	37	Ventilating System	58	Ranges
17	Metal Windows	38	Electrical	59	Refrigerators
18		39	Elevators	60	Kitchen Cabinets & Work Tables
4.0	Roofing Sheet Metal	40	Elevator Enclosures—Metal	61	Laundry Equipment
-	Sheet Metal	41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)	•	, ,
	-	43	(Other)	63	Punch List \2
			V =	64	Lawns & Planting

¹ General Conditions should be 3% to 5% of contract amount.

² Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-015 7 (exp. 1/31/2027)

Submit original and one copy to the Public Housing Agency. Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This Information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requirements.

Name of Public Housing Agency		Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)	
Location of Project			<u></u>	Project Number
Name of Contractor	-			Contract Number
Item Number (1)	Description of Item (2)			Completed to Date (3)
				\$
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	•			
1				
	-			
/alue of Contract Work Com	pleted to Date (Transfer this total to line 5 o	on back of this sheet)		\$

Instructions

I cert

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

1. Original Contract Amount Approved Change Orders: 2. Additions (Total from Col. 3, form HUD-51002) 3. Deductions (Total from Col. 5, form HUD-51002) 4. Current Adjusted Contract Amount (line 1 plus or minus net) Computation of Balance Due this Payment 5. Value of Original Contract work completed to date (from other side of this form) Completed Under Approved Change Orders 6. Additions (from Col. 4, form HUD-51002) 7. Deductions (from Col. 4, form HUD-51002) 8. Total Value of Wik in Place (line 5 plus or minus net line 7) 9. Less: Retainage, 9. 10. Net amount earned to date (line 8 less line 9) 11. Less: Previously earned (line 10, last Periodic Estimate) 12. Net amount due, work in place (line 10 less line 11) Value of Materials Properly Stored 13. At close of this period (from form HUD-51004) 14. Less: Allowed last period 15. Increase (decrease) from amount allowed last period 16. Balance Due This Payment. further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.	Certification of the Contractor or Duly A	Authorized Representative		
and (contractor) and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received. 1. Original Contract Amount Approved Change Orders: 2. Additions (Total from Col. 3, form HUD-51002) 3. Deductions (Total from Col. 3, form HUD-51002) 4. Current Adjusted Contract Amount (line 1 plus or minus net) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Value of Original Contract work completed to date (from other side of this form) 5. Less: Retainage, 7. Set and Value of Work in Place (line 5 plus or minus net line 7) 7. Less: Retainage, 7. Set setainage, 7. Seta	According to the best of my knowledge and	d belief, I certify that all items	and amounts shown on the o	ther side of this form are correct; that all
dated (mixed/yyyy)	work has been performed and material sup			contract between the (name of owner)
true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received. 1. Original Contract Amount	dated family district		. —	
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10. Net amount earned to date (line 8 less line 9) 11. Less: Previously earned (line 10, last Periodic Estimate) 12. Net amount due, work in place (line 10 less line 11) 13. At close of Materials Properly Stored 13. At close of this period (from form HUD-51004) 14. Less: Allowed last period 15. Increase (decrease) from amount allowed last period 16. Balance Due This Payment. 17. further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract. 18. Increase (Authorized Project Representative with respect to, the labor provisions of this contract. 19. Interest of Authorized Project Representative and of Contracting Officer 19. Each of us certifies that he/she has checked and verified this Periodic Estimate No. 19. It at to the best of his/her knowledge and belief it is a true attement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him. The project of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him. The project of the project of the project of the project of the Americans with Disabilities Act, and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been the project of the pro				
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		, Date (mm/dd/vvvv) . Cor	ntracting Officer	Date (mm/dd/yyyy)

Schedule of Change Orders

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a opy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

for Partial Payment Number From (mm/dd/yyyy) to (mm/dd/yyyy) Location of Project Project Number	signatures required by the o					
Neme of Contractor Approved Change Orders Additions Deductions Change Order Contractor (mmiddlygyy) of Change Order (S) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Name of Public Housing Agency		Suppo for Pa	orling Periodic Estimate rtial Payment Number	Period From (mm/dd/yy)	y) to (mm/dd/yyyy)
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uthorized Project Representative Date (mm/dd/yyyy)	Tota	als	\$	\$	\$	
	uthorized Project Representati	ive -			Da	te (mm/dd/yyyy)

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

INDEMNIFICATION CLAUSE (Hold Harmless Clause)

shall indemnify, defend, save and hold harmles North Little Rock dba NorthBridge Housing Solits officers, officials, agents, and employees (harman from and against any and all claims, actions, landleding court costs, attorneys' fees, and costs litigation) (hereinafter referred to as "Claims" (including death), or loss or damage to tangible of to be caused, in whole or in part, by the negange AGENCY or any of its owners, officers, director This Indemnitee includes any claim or amount Workers' Compensation Law or arising out of the any federal, state or local law, statute, ordinance, specific intention of the parties that the PHA and except for Claims arising solely from the negligible PHA and/or its Indemnitee, be indemnified by a claims. It is agreed that AGENCY will be respected to the PHA, its officers, officials, agents and employerformed by the AGENCY for the PHA.	utions hereinafter called the "PHA" and ereinafter referred to as "Indemnitee") iabilities, damages, losses, or expenses of claim processing, investigation and of the bodily injury or personal injury or intangible property caused, or alleged gligent or willful acts or omissions of its, agents, employees or subcontractors. arising out of or recovered under the efailure of such contractor to conform to rule, regulation or court decree. It is the for its Indemnitee shall, in all instances, gent or willful acts or omissions of the AGENCY from and against any and all consible for primary loss investigation, cation is applicable. In consideration of o waive all rights of subrogation against
Authorized agents name	
Signature -	
Contractor Name	

Subject: Drug-Free Workplace Act of 1988

We (the housing authority) have been informed by HUD that congress passed legislation on November 18, 1988 to require any agency that receives Federal funding to certify that it will maintain a drug-free workplace as a condition for receiving operating subsidies. Failure to abide by this certification will result in certain sanctions to be taken against the authority.

This is your notice that this legislation makes it unlawful to manufacture, distribute, dispense, possess or use a controlled substance in the NorthBridge Housing Solutions workplace. Such workplace shall include all housing authority facilities and grounds, including central office, central maintenance and sanitation, project maintenance, project offices, security stations and other fixed sites, as well as all authority vehicles.

As a condition of this contract, you, the contractor, are asked to certify that your employees will abide by the terms of the above statement and will notify the housing authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The authority must then notify HUD within 10 days after receiving notice of any contracted employee convicted of a violation described above.

The housing authority will take appropriate action against any contracted employee of a criminal drug statute violation occurring in the workplace. The authority may require satisfactory participation in an approved drug rehabilitation program, but any contracted employee who willfully violates these prohibitions will be subject to immediate action which may result in the termination of this contract.

PHA CONTRACTING OFFICER

Electronium automorphism automo	CERTIFICATION
drug-free workplace (prol controlled substance) as a	, do hereby certify that I have read and athority policy on a drug-free workplace and I agree to abide the terms of a nibited manufacture, distribution, dispensing, possessing or use of a condition of my continued contract. I understand that in the event I e subject to immediate termination of this contract.
	Contractor's Signature
	Date Signed

CODE OF CONDUCT FOR CONTRACTORS

All contractors conducting business with the North Little Rock Housing Authority dba NorthBridge Housing Solutions must make all personnel aware of the conditions set forth for Residential Privacy Rights.

All language deemed to be abusive, offensive, or sexual in nature, along with loud or distracting noise that is not workmanlike will not be tolerated.

At no time will construction personnel enter a resident apartment without prior approval. No contractor or their personnel will accept money or gifts from a resident for any reason.

It is the responsibility of the NorthBridge Housing Solutions to ensure the health and safety of its resident population and in doing so eliminate possible conflicts with the contractor.

Company Name
Name_and Title
Date

U.S. Department of Labor

Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

X	NOISI
	WAGE AND HOUR DIVISION
	WAGE

NET, WAGES PAID FOR WEEK Revised December 2008 OMB No. 1235-0008 Expires 09/30/2026 6 TOTAL DEDUCTIONS PROJECT OR CONTRACT NO. OTHER (8) DEDUCTIONS Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. WITH-HOLDING TAX Ä GROSS AMOUNT EARNED ε PROJECT AND LOCATION RATE OF PAY (9) ADDRESS 9 (4) DAY AND DATE 0 ,T2 A0 .T0 0 47 0 0 Ø ٥ w 0 v; 0 0 FOR WEEK ENDING WORK CLASSIFICATION Ô OR SUBCONTRACTOR ио. оғ МІТННОЕДІИБ ЕХЕМРНОИВ Ø NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER NAME OF CONTRACTOR Ξ PAYROLL NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement of the wages paid each employee during the percenting weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal confracting agencies receiving this information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete bis collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the detaineded, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

		(b) WHENE CRINGE BEINEFILS ARE PAID IN CASH	E CACA
I, (Name of Signatory Party) do hereby state:	(Title)	 Each laborer or mechanic as indicated on the payroll basic hourly wage rate plu 	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed
(1) That I pay or supervise the payment of the persons employed by		in the contract, except as (c) EXCEPTIONS	iii uie cuninac, except as noted în section 4(c) below.
(Contractor or Subcontractor)	() the control for social control for the	, EXCEPTION (CRAFT)	EXPLANATION
Suilding or Work)	20	THE PARTY OF THE P	
ay or and ending the day of all persons employed on said project have been paid the full weekly wages earned, been or will be made either directly or indirectly to or on behalf of said	e day of,, weekly wages earned, that no rebates have for said		
(Contractor or Subcontractor)	from the full (or)		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Constant Act as amonded (48 Stat 948).	have been made either directly or indirectly ible deductions as defined in Regulations, Part er the Coneland Act as amended (48 stat 948		
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), a.	nd described below.		
	**PERFORMANCE AND THE PERFORMANCE AND THE PERF		
	E		
	The state of the s	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	red to be submitted for the above period are charics contained therein are not less than the corporated into the contract, that the classifications e work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registere with the Bureau of Apprenticeship and Training, United States Department of Labor.	re duly registered in a bona fide apprenticeship nized by the Bureau of Apprenticeship and cognized agency exists in a State, are registered is Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS	PROVED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE	SIGNATURE
 in addition to the basic hourly wage ra the above referenced payroll, paymer have been or will be made to appropria except as noted in section 4(c) below. 	in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.	THE WILLFUL FALSHCATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	TATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF

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TABLES AND APPENDICES

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

ASBESTOS NOTICE OF INTENT

Department Use Only

Postmarked

P. O. BOX 8913 LITTLE ROCK, AR 72219-8913 ATTN: ASBESTOS SECTION PHONE NUMBER: 501-682-0718	Priority County CSN Point source
1)CHECK ONE DEMOLITION*6.1 ORDERED DEMOLITION*6.2 RENOVATION*6.3	ANNUAL NOTICE *6.4 EMERGENCY NOTICE *6.5
2) WORK SCHEDULE *6.6H (ABATEMENT DATES)	3) ABATEMENT WORK HOURS *6.6H (Weekdays) A.M./P.M. to A.M./P.M (Weekends) A.M./P.M. to A.M./P.M
START	DAYS OF WEEK REMOVAL WILL OCCUR (CIRCLE EACH) SUN MON TUE WED THURS FRI SAT
4) DEMOLITION DATES *6.61 START	5) WORK HOURS *6.6H (Weekdays)A.M./P.M. toA.M./P.M (Weekends)A.M./P.M. toA.M./P.M
END	DAYS OF WEEK WORK WILL OCCUR (CIRCLE EACH) SUN MON TUE WED THURS FRI SAT
6) CONTRACTOR/CONSULTANT*6.6B	
AR LICENSE#ADDRESS.	
CITY	STATEZIP CODE

7) FACILITY OWNER *6.6B
ADDRESS
CITYZIP CODE
CONTACT PERSONTELEPHONE
8) NAME OF STRUCTURE(S)*6.6G
ADDRESS
CITY ZIP CODE
NUMBER OF FLOORS
PRIOR USE PRESENT USE
9) PROJECT DESIGNER (NEEDED IF 3 SQ/3 LN RACM IS INVOLVED)*5.2, *5.3D & *6.6R
NAME
ADDRÉSS
CITY ZIP CODE
LICENSED FIRM
(EMPLOYMENT WITH LICENSED FIRM REQUIRED IF NOT WORKING AS FULL-TIME EMPLOYEE OF FACILITY.)
10) INSPECTOR (NEEDED FOR ALL PROJECTS) *5.1, *6.3B & *6.6R
NAMEAR CERTIFICATION#
ADDRESS
CITY ZIP CODE
LICENSED FIRM
DATE OF ASBESTOS SURVEY USED FOR RENO/DEMO PROJECT
(AS OF JANUARY 15, 1998, SURVEYS ARE TO BE PREPARED BY AR CERTIFIED INSPECTOR WORKING AS FULL-TIME
EMPLOYEE OF FACILITY OR FOR LICENSED FIRM.)
11) AIR MONITOR (NEEDED IF CONTAINMENT IS USED) *5.3, 6.6R & 9.7
NAME
ADDRESS
CITYZIP CODE
LICENSED FIRMAR LICENSE#
EMPLOYMENT WITH LICENSED FIRM REQUIRED IF NOT WORKING AS FULL-TIME EMPLOYEE OF FACILITY.)

12) (A) APPROXIMATE AMOUNT AND TYPE OF RACM TO BE REMOVED: *6.6F

(B) IF PROJECT IS DEMOLITION, LIST TYPE AND AMOUNT OF CATEGORY I AND
CATEGORY II ACM BEING LEFT IN PLACE: *6.6F

(C) PROCEDURE, INCLUDING ANALYTICAL METHODS, EMPLOYED TO DETECT THE
PRESENCE OF RACM AND CATEGORY I AND CATEGORY II NONFRIABLE ACM: *6.6E

13) DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK TO BE PERFORMED
AND METHODS(S) TO BE EMPLOYED, INCLUDING DEMOLITION OR RENOVATION
TECHNIQUES TO BE USED AND DESCRIPTION OF AFFECTED FACILITY COMPONENTS: *6.61
14) DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO
PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION OR RENOVATION SITE: *6.6K
15) DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED
ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES
CRUMBLED, PULVERIZED OR REDUCED TO A POWDER: *6.6P
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
10.70.
16) If demolition ordered by a government agency, please identify the agency below: *6.2 & 6.6N
NAME OF INDIVIDUAL
ADDRESS
CITY STATE ZIP CODE
AUTHORITY
DATE OF ORDER DATE ORDERED TO BEGIN
METHOD OF DEMOLITION
COPY OF ORDER MUST BE ATTACHED)

17) FOR EMERO	GENCY RENOVATIONS *6.5 & 6.60
DATE OF EME	RGENCY HOUR OF EMERGENCY
DESCRIPTION	OF THE SUDDEN, UNEXPECTED EVENT
	V ~ Q 8 C Q Q A D A D B D B D B D B D B D B D B D B D
EYPT ANATION	OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR WOULD CAUSE
EQUIPMENT D.	AMAGE OR UNREASONABLE FINANCIAL BURDEN:
,	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

(18) WASTE TR	ANSPORTER *6.6Q
NAME OF TRAI	NSPORTER
ADDRESS	CITY
STATE	ZIP CODE TELEPHONE
19) WASTE DIS	POSAL SITE *6.6L
NAME OF LAN	DFILL
ADDRESS	CITY
STATE	ZIP CODE TELEPHONE
20) If abatement Regulation 21 w	is involved, I certify that at least one Contractor/supervisor trained in the pravisions of ill be on site during the abatement process and will supervise the abatement. *6.6M
falsification or a	information contained in this Notice of Intent (NOI) is true and correct. I understand that multission of relevant information shall be grounds for enforcement action by the Department of Quality or Environmental Protection Agency.
SIGNATURE	DATE
	t be original signatures-no photocopies or rubber stimps.)
MAKE CHECI	KS PAYABLE TO: AR DEPARTMENT OF ENVIRONMENTAL QUALITY
SEND TO:	ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)
1 .	ASBESTOS/LEAD SECTION
Į	P O BOX 8913
ł	LITTLE ROCK, AR 72219-8913
1	

Date Received	
Process Date	
Priority	
County	p.,
CSN#	
Pt. Source	

STATE OF ARKANSAS ASBESTOS NOTICE OF INTENT REVISION

Name of Project	
Location;	
Contractor/Operator:	
Date original notice was completed:	
This is to revise the previous notice of intent for the above project. The cleoncerned with:	nanges on the attached notice are
	Amount or type of asbestos (at least 20%)
(These changes require a notification fee)	
Ending dateEngineering controls/work prac	ticesDisposal site
Scheduled work hoursAir Monitor,	Inspector, or Project Designer
(These changes require notification but not a notification fee.)	
Please provide the reason(s) for making the above changes:	•
	•
This is to verify that the above information is accurate and has been provide	•
Name:	
Date:	

Please remm form to: Arkansas Department of Environmental Quality * P. D. Box 8913 *
Little Ruck, Arkansas 72219-8915 * Attention: Asbestos/Lead Section

•	GENERATOR .	
1. WORK SITE NAME AND MAILING ADDRESS	OWNER'S NAME	OWNER'S TELEPHONE #
2. OPERATOR'S NAME AND ADDRESS		OPERATOR'S TELEPHONE #
3. WASTE DISPOSAL SITE (WDS) NAME, M LOCATION	AILING ADDRESS, AND PHYSICAL SITE	WASTE DISPOSAL SITE PHONE#
4, NAME AND ADDRESS OF RESPONSIBLE	AGENCY	
5. DESCRIPTION OF MATERIALS	6. CONTAINERS NUMBER AND TYPE	7. TOTAL QUANTITY MS (yd3)
		·
,	(apacy अंत्राग्राध्यानं banez it uecezzal))	
8. SPECIAL HANDLING INSTRUCTIONS AN	ID ADDITIONAL INFORMATION	
9. OPERATOR'S CERTIFICATION: I lead by proper shipping name and are classifully highway according to applicable internations.	fied, packed, marked, labeled, and are in all re	ment are fully and accurately described ab espects in proper condition for transport by
PRINTED/TYPED NAME & TITLE	SIGNATURE	MONTH DAY YEAR
	TRANSPORTER	,
10. TRANSPORTER 1 (ACKNOWLEDGMEN	T OF RECEIPT OF MATERIALS)	·
PRINTED/TYPED NAME & TITLE	SIGNATURE	MONTH DAY YEAR
ADDRESS & TELEPHONE #		
11. TRANSPORTER 2 (ACKNOWLEDGMEN	T OF RECEIPT OF MATERIALS)	
PRINTED/TYPED NAME & TITLE	SIGNATURE	MONTH DAY YEAR
ADDRESS & TELEPHONE #		
	DISPOSAL SITE	
12. DISCREPANCY INDICATION SPACE		
13. WASTE DISPOSAL SITE OWNER OR OF MANIFEST EXCEPT AS NOTED IN ITEM 12	ERATOR: CERTIFICATION OF RECEIPT OF A	SBESTOS MATERIALS COVERED BY TH
PRINTED/TYPED NAME & TITLE	SIGNATURE	MONTH DAY YEAR

Waste Generator Section (Items 1-9)

- Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the approp spaces, also enter the name of the owner of the facility and the owner's phone number. l.
- If a demolition or renovation, enter the name and address of the company and authorized agent responsible for performing the asbestus removal. In the appropriate spaces, also enter the phone number of the operator. 2
- Enter the name, address, and the physical site location of the waste disposal site (WDS) that will be receiving the aspestos ma In the appropriate spaces, also enter the phone number of the WDS. Enter on-site if the waste will be disposed of on the 3. generator's property.
- Provide the name and address of the local, State, or EPA Regional office responsible for administering the asbestos NESHA 4.
- Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos 5.
 - Friable asbesios material
 - Nonfriable asbestos material
- Enter the number of containers used to transport the asbestos materials listed in item 5. Also enter one of the following con codes used in transporting each type of asbestos material (specify any other type of container used if not listed below): 6.

DM - Metal drums, barrels

. DP - Plastic drums, barrels

BA - 6 mil plastic bags or wrapping

- Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards). 7.
- Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternal disposal site is designated, note it here. Emergency response telephone numbers of similar information may be included [8.
- The authorized agent of the waste generator must read and then sign and date this certification. The date is the date of rec 9. transporter.

NOTE: The waste generator must retain a copy of this form.

Transporter Section (Items 10 & 11)

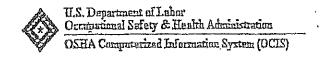
Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name a person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record f 10. & 11. transport. Enter date of receipt and signature,

NOTE: The transporter must retain a copy of this form.

Disposal Site Section (Items 12 & 13)

- The authorized representative of the WDS must note in this space any discrepancy between waste described on this man waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed i destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material considered a WDS.
- The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manife 13. noted on hem 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS must retain a completed copy of this form. The WDS must also send a completed copy to the operator listed



"TABLE 5"

Asbestos and the Hazard Communication Standard

Record Type: Interpretation

Standard Number: 1926.59; 1926.58

Subject: Asbestos and the Hazard Communication Standard

Information Date: 12/26/1989

December 26, 1989

MEMORANDUM FOR:

LINDA R. ANKU

REGIONAL ADMINISTRATOR

THROUGE:

LEO CAREY, DIRECTOR

DEFICE OF FIELD PROGRAMS

FROM:

THOMAS J. SHEPICH, DIRECTOR

DIRECTORATE OF COMPLIANCE PROGRAMS

SUBJECT:

Asbestos and the Hazard Communication Standard

This is in response to your memo of November 7 regarding the requirement of the Hazard Communication Standard (HCS) under 1925.59(e) for employers involved in asbestos removal to develop and implement a written hazard communication program specific to the hazard of asbestos exposure.

The scope and application section (b) of the HCS requires "all employers to provide information to their employees about the hazardous chemicals to which they are exposed by means of a hazard communication program..." etc. further, the ECS at section (e), requires employers to develop, implement and maintain a Written hazard communication program which includes (among other things) a list of the bazardous chemicals known to be present and a description of how the company will comply with sections (f),(g) and (h) of the standard. Section (e)(2) additionally regulres employers on a multi-employer worksite was "produce, use or store hazardous chemicals" to develop a written hazard communication program. The HCS defines "use" as packaging, handling, reacting or transferring. The employees at an asbestos removal operation certainly are "handling" the hazardous chemical asbestos. Employers of employees involved in asbestos removal would therefore be required to develop a written hazard communication program not only to protect their employees, but also for the employees of other employers who may be exposed to the hazard of asbestos that is being. created by the removal operations. Again, we believe these requirements are triggered by the scope and application section (b), the waitten program requirements at section (e), and the definitions section (c) (see definitions for "employee", "employer", "emposure" and "use").

You mentioned that the construction asbestos standard, 1926.56 does not require a MSDS for asbestos. We agree with the argument put forth in your memorandum that since 1926.58 does not specifically require that a written hazard communication program be developed for the hazards of asbestos exposure during removal operations, the more general requirement of 29 CFR 1926.59(e) applies to the situation. While we believe that 1926.59(e) of the HCS applies as set forth above to the hazards of asbestos-exposed

employees during asbestos removal, we also acknowledge that a MSDS for "asbestos" cannot be required under 1926.59. It is the responsibility of the chemical manufacturer to develop the MSDS and send it to the downstream employer(s) for their information and use in their hazard communication programs. Obviously, asbestos-removal contractors have no communication programs. Obviously, asbestos-removal contractors have no they are removing the MSDS for the specific asbestos-containing materials they are removing. Employers may be encouraged, however; to obtain or they are removing. Employers may be encouraged, however; to obtain or develop a "generic" MSDS for "asbestos" for use in their overall hazard develop a "generic" MSDS for "asbestos" for use in their overall hazard

As discussed with Mr. Jim Johnston of your staff, we question the validity of the employer's assertion that "no other chemicals" (besides asbestos itself) are "used" during asbestos removal operations. We understand that this is the employer's defense for not having a written hazard communication program. Usually these types of removal operations involve the use and application of certain surfactants and wetting agents which would themselves be subject to the provision of the HCS and for which a written hazard communication program would need to have been developed. In written hazard communication program would need to have been developed. In obligates the employer on a multi-employer worksite who may be exposing obligates the employer on a multi-employer worksite who may be exposing the employers of another employer to hazardous chemicals, (in this situation the asbestos he is causing exposure to through his removal operations), to develop a written hazard communication program which includes the methods that will be used to inform the other employers of the potential hazards.

I hope this will be of help to you in the litigation of this case. If you have any further questions, please feel free to contact Melody Sands of my staff at (FIS) 523-8036.

TABLE 3 MATERIAL SAFETY DATA SHEET

MATERIAL SAI	FETY DATA SHEET
SECTION I - PRODU	JCT IDENTIFICATION
Product Name: ASBESTOS	C. A. S. Numbers: 12172-73-5, 1309-38-2
Chemical Name: Amosite Asbestos	Formula/Composition:(Mg,Fe), [(DH) Si,0,1,1,2
Synonyms: Grunerite, brown asbestos	n

HYSICAL DATA
Solubility in Water: Not soluble
Melting Point: 2550 °F (fusion point)
Boiling Point: °F (°C) Not applicable
Vapor Pressure: Not applicable
Percent Volatile:Structure H ₂ O ~ 2-5% by
weight
Evaporation Rate: Not applicable

SECTION III - 1	TARADDOTIC I	NCREDIENTS
SECTION III - I Material or Component (CAS #)	Weight %	OSHA PEL Data (TWA Unless Noted), ACGIH, MSHA
Amosite Asbestos (12172-78-5)	>95%	0.1 fibers/cc longer than 5 lm (1) 0.5 fibers/cc longer than 5 lm (2) Excursion Limit (3)
Magnetite Fe ₃ 0 ₄ (1309-38-2)	0.5-2	None established (1) (2)
H. M. I. S. Rating Numbers Health: * (Possible Chronic Effects)		

Flammability: 0

Reactivity: 0

References:

- (1) OSHA Regulation
- (3) Excursion Limit: The employer shall ensure that no employee is exposed to an airborne concentration of asbestos, tremolite, anthophyllite, or a combination of these minerals in excess of 1.0 fiber per cubic centimeter of air 1 f/cc) as averaged over a sampling period of thirty (30)

[1910.1001 (c) revised by 53 FR. 35625, September 14, 1988]

SECTION IV - HEALTH HAZARD DATA

Route of Exposure:

Inhalation: Any dust (including asbestos) which is inhaled in substantial amounts, may irritate the respiratory tract. Extreme exposures can overwhelm the normal respiratory defense mechanisms and result in temporary difficulty in breathing.

Skin Contact: Asbestos splinters may penetrate the skin and cause asbestos "corns".

Skin Absorption: Not applicable.

Eye Contact: May cause irritation and abrasions.

Ingestion: No known effects.

CHRONIC EFFECTS OF OVEREXPOSURE

Route of Exposure:

Inhalation: Overexposure to Asbestos has caused damage to lungs (asbestosis), lung cancer and mesothelioms of the pleura and peritoneum. Symptoms, which are usually labored breathing, chest pains weakness, and chest tightness. Pleural thickening, plaques and effusion are nondisabling conditions, seek separately or together, that have been associated with prolonged asbestos exposure. The risk of lung cancer is greatly increased for those who smoke cigarettes regularly in addition to having asbestos exposures.

Skin Contact: Not applicable.

Skin Absorption: Not applicable.

Eye Contact: Same as acute effects. Usually reversible on removal from exposure.

Ingestion: Some studies indicate that asbestos overexposure is implicated as a cause of gastro-intestinal laryngeal cancers, but the evidence is conflicting; no documented human effects.

EMERGENCY AND FIRST AID PROCEDURES

Route of Exposure:

Inhalation: No acute toxicity: Remove to fresh air. If breathing is difficult, oxygen may be administered breathing has stopped, administer artificial respiration. Call a physician.

Skin Contact: Remove asbestos slivers promptly. If "asbestos corn" develops, surgical removal may be required.

Eye Contact: Irrigate gently with water for 15 minutes. Refer to ophthalmologist to rule out possibility damage to cornea or eyeball by fibers.

Ingestion: None indicated.

NOTES TO PHYSICIAN

A medical surveillance program must be established for asbestos-exposed persons in accordance with the requirements of the Occupational Safety and Health Administration's standard for Asbestos (29 CPR Particular).

SECTION V - FIRE AND EXPLOSION DATA

Combustibility: Not combustible

Flammable Limits: Not applicable

Flash Point (Test Method): Not applicable

Autoignition Temperature: Not applicable

Explosion Tendency: Not applicable

Extinguishing Media: Use media appropriate for surrounding material in fire situation.

Special Fire-Fighting Procedures: Avoid media and procedures that cause airborne dust. Personnel involved in fire-fighting should use NIOSH/MSHA-approved self-contained breathing apparatus and full protection clothing.

Unusual Fire and Explosive Hazard: See Below

SECTION VI - REACTIVITY DATA .

Stability: Stable at all temperatures up to fusion point.

Conditions to Avoid: None

Hazardous Decomposition Products: None

Material to Avoid: None

SECTION VII - SPILL, LEAK, AND DISPOSAL INFORMATION

Steps to be Taken if Material is Spilled or Released: Avoid breathing dust. Notify Safety personnel of spill. Permit only trained clean-up personnel in the spill area. Use wet methods or approved vacuum cleaning system to pick up spilled materials. Use water or other dust suppressants where sweeping is unavoidable. Do not stir up dust. Clean-up personnel should wear approved respirators and protective clothing. Waste and contaminated protective clothing must be placed in dust-tight containers and be properly labeled for disposal.

Neutralizing Agents: Not applicable

Water Disposal Method: Bags, friable asbestos, waste and scrap material should be disposed of it a manner which will avoid airborne concentrations of asbestos, such as the use of dust-tight trash bags or containers. Such containers should be labeled in accordance with 40 CFR 61.20. Asbestos is also classified as a hazardous material under CWA 307 (a) and has a reportable quantity of one pound. Deposit waste containers in a secured landfill in accordance with Federal, State and local regulations.

SECTION VIII - SPECIAL PROTECTION INFORMATION

Ventilation: Provide adequate exhaust ventilation and capture filtration to remove asbestos particulate from the workplace and minimize its dispersion into the environment. Isolate work areas and post signs where asbestos contamination may exceed PEL. Hand- or power-operated tools which may release asbestos in excess of the PEL must be equipped with local exhaust systems.

Personal Protective Equipment:

Respirators: Where asbestos exposure in excess of the PEL is anticipated, wear a NIOSH/MSHA-approved respirator, as follows: up to 10 times the PEL - half-mask air-purifying respirator with high-efficiency filter up to 50 times the PEL - full facepiece air-purifying respirator with high-efficiency filters; up to 100 times PEL - powered air-purifying respirator with high-efficiency filters or supplied-air respirator operated in continuous flow mode.

Eye Protection: Goggles are recommended. Follow Safety Rules.

Gloved/Clothing: Gloves are recommended during handling.

Other: For concentrations in excess of the OSHA PEL, special clothing such as coveralls, whole-body clothing, hood coverings, gloves, and foot coverings, are required CFR 1910.1001.

SECTION IX - SPECIAL PRECAUTIONS

CANCER HAZARD Precautionary Statements: WARNING

Breathing asbestos dust can cause lung damage and cancer. The risk of lung cancer is greatly increased f smokers.

Do not create a breathe dust.

Do not dry-sweep or use air hose for cleaning.

Do not take protective equipment of clothing home.

Do follow recommended work practices.

Do wear approved respiratory protection and protective clothing as required by applicable regulation.

Do use vacuum or wet cleaning methods.

Do dispose of dust, friable waste materials and contaminated protective equipment in dust-tight contained FOR INDUSTRIAL USE ONLY

Precautions for Handling and Storage: Store asbestos in closed containers (dust-tight) in a clean, dry secure area. Protect containers from damage. Do not open containers in a manner that can release dust without providing proper enclosure or control measures. Use dust suppression control measures at all se of asbestos handling, use and disposal. Follow good housekeeping practices to prevent accumulation of asbestos-containing dusts. Avoid inhalation of asbestos.

Other Information:

Material Listed as Carcinogen in:

- National Toxicology Program Annual Report (NTP): Known carcinogen.
- International Agency for Research on Cancer (IARC): Group I Carcinogenic to humans.

MATERIAL SAFETY DATA SHEET

SECTION I - PRODUC	T IDENTIFICATION		
	C. A. S. Numbers: 12001-29-5, 1309-38-2		
Chemical Name: Chrysotile Asbestos	Formula/Composition: Mg ₆ [(DH) ₄ Si ₂ 0 ₅] ₂		
Synonyms: Asbestos, White Asbestos, Hydrated			
Magnesium Silicate			
· · · · · · · · · · · · · · · · · · ·			

SECTION II - P	HYSICAL DATA	
Sizes: Few micrometers to 2 cm. fiber lengths	Solubility in Water: Very slightly soluble	
Specific Gravity: (H ₂ O=1) 2.45 approximately	Melting Point: F(°C) Dehydrates above 1112 (600)	
Odor: None	Boiling Point: °F (°C) Not applicable	
Appearance: White fibrous	Vapor Pressure: Not applicable	
Bulk Density: 15-45 lb/ft ³ , as packaged (depends on product form)	Percent Volatile: Absorb H ₂ O 1-4% by weight Structure H ₂ O - 13% by weight	
Molecular Weight: Not applicable	Evaporation Rate: Not applicable	

SECTION III .	HAZARDOUS:	INGREDIENTS	
Material or Component (CAS#)	Weight %	Motad	
Chrysotile Asbestos (12001-29-5)	>95%		
Magnetite Fe ₃ 0 ₄ (1309-38-2)	0.5-2	None established (1) (2)	
H. M. I. S. Rating Numbers			
		•	

Health: * (Possible Chronic Effects)

Flammability: 0

Reactivity: 0

References:

- (1) OSHA Regulation
- (2) ACGIH
- (3) Excursion Limit: The employer shall ensure that no employee is exposed to an airborne concentration of asbestos, tremolite, anthophyllite, or a combination of these minerals in excess of 1.0 fiber per cubic centimeter of air 1 f/cc) as averaged over a sampling period of thirty (30) minutes.

[1910.1001 (c) revised by 53 FR. 35625, September 14, 1988]

SECTION IV - HEALTH HAZARD DATA

Route of Exposure:

Inhalation: Any dust (including asbestos) which is inhaled in substantial amounts, may irritate the respiratory tract. Extreme exposures can overwhelm the normal respiratory defense mechanisms and refine temporary difficulty in breathing.

Skin Contact: Asbestos splinters may penetrate the skin and cause asbestos "corns".

Skin Absorption: Not applicable.

Eye Contact: May cause irritation and abrasions.

Ingestion: No known effects.

CHRONIC EFFECTS OF OVEREXPOSURE

Route of Exposure:

Inhalation: Overexposure to Asbestos has caused damage to lungs (asbestosis), lung cancer and mesothelioma of the pleura and peritoneum. Symptoms, which are usually labored breathing, chest pair weakness, and chest tightness. Pleural thickening, plaques and effusion are nondisabling conditions, see separately or together, that have been associated with prolonged asbestos exposure. The risk of lung cal is greatly increased for those who smoke cigarettes regularly in addition to having asbestos exposures.

Skin Contact: Not applicable.

Skin Absorption: Not applicable.

Eye Contact: Same as acute effects. Usually reversible on removal from exposure.

Ingestion: Some studies indicate that asbestos overexposure is implicated as a cause of gastro-intesting laryngeal cancers, but the evidence is conflicting; no documented human effects.

EMERGENCY AND FIRST AID PROCEDURES

Route of Exposure:

Inhalation: No acute toxicity: Remove to fresh air. If breathing is difficult, oxygen may be administered breathing has stopped, administer artificial respiration. Call a physician.

Skin Contact: Remove asbestos slivers promptly. If "asbestos corn" develops, surgical removal may be required.

Eye Contact: Irrigate gently with water for 15 minutes. Refer to ophthalmologist to rule out possibilit damage to comea or eyeball by fibers.

Ingestion: None indicated.

NOTES TO PHYSICIAN

A medical surveillance program must be established for asbestos-exposed persons in accordance with trequirements of the Occupational Safety and Health Administration's standard for Asbestos (29 CPR Programment).

SECTION V - FIRE AND EXPLOSION DATA

Combustibility: Not combustible

Flammable Limits: Not applicable

Flash Point (Test Method): Not applicable Autoignition Temperature: Not applicable

Explosion Tendency: Not applicable

Extinguishing Media: Use media appropriate for surrounding material in fire situation.

Special Fire-Fighting Procedures: Avoid media and procedures that cause airborne dust. Personnel involved in fire-fighting should use NIOSH/MSHA-approved self-contained breathing apparatus and full protection clothing.

Unusual Fire and Explosive Hazard: See Below

SECTION VI - REACTIVITY DATA

Stability: Stable at all temperatures up to fusion point.

Conditions to Avoid: None

Hazardous Decomposition Products: None

Material to Avoid: None

SECTION VII - SPILL, LEAK, AND DISPOSAL INFORMATION

Steps to be Taken if Material is Spilled or Released: Avoid breathing dust. Notify Safety personnel of spill. Permit only trained clean-up personnel in the spill area. Use wet methods or approved vacuum cleaning system to pick up spilled materials. Use water or other dust suppressants where sweeping is unavoidable. Do not stir up dust. Clean-up personnel should wear approved respirators and protective clothing. Waste and contaminated protective clothing must be placed in dust-tight containers and be properly labeled for disposal.

Neutralizing Agents: Not applicable

Water Disposal Method: Bags, friable asbestos, waste and scrap material should be disposed of it a manner which will avoid airborne concentrations of asbestos, such as the use of dust-tight trash bags or containers. Such containers should be labeled in accordance with 40 CFR 61.20. Asbestos is also classified as a hazardous material under CWA 307 (a) and has a reportable quantity of one pound. Deposit waste containers in a secured landfill in accordance with Federal, State and local regulations.

SECTION VIII - SPECIAL PROTECTION INFORMATION

Ventilation: Provide adequate exhaust ventilation and capture filtration to remove asbestos particulate from the workplace and minimize its dispersion into the environment. Isolate work areas and post signs where asbestos contamination may exceed PEL. Hand- or power-operated tools which may release asbestos in excess of the PEL must be equipped with local exhaust systems.

Personal Protective Equipment:

Respirators: Where asbestos exposure in excess of the PEL is anticipated, wear a MOSH/MSHA-approved respirator, as follows: up to 10 times the PEL - half-mask air-purifying respirator with high-efficiency filter up to 50 times the PEL - full facepiece air-purifying respirator with high-efficiency filters; up to 100 times t PEL - powered air-purifying respirator with high-efficiency filters or supplied-air respirator operated in continuous flow mode.

Eye Protection: Goggles are recommended. Follow Safety Rules.

Gloved/Clothing: Gloves are recommended during handling.

Other: For concentrations in excess of the OSHA PEL, special clothing such as coveralls, whole-body clothing, hood coverings, gloves, and foot coverings, are required CFR 1910.1001.

SECTION IX - SPECIAL PRECAUTIONS

CANCER HAZARD Precautionary Statements: WARNING

Breathing asbestos dust can cause lung damage and cancer. The risk of lung cancer is greatly increased f smokers.

Do not create a breathe dust.

Do not dry-sweep or use air hose for cleaning.

Do not take protective equipment of clothing home.

Do wear approved respiratory protection and protective clothing as required by applicable regulation.

Do dispose of dust, friable waste materials and contaminated protective equipment in dust-tight contains FOR INDUSTRIAL USE ONLY

Precautions for Handling and Storage: Store asbestos in closed containers (dust-tight) in a clean, dr secure area. Protect containers from damage. Do not open containers in a manner that can release dust without providing proper enclosure or control measures. Use dust suppression control measures at all st of asbestos handling, use and disposal. Follow good housekeeping practices to prevent accumulation of asbestos-containing dusts. Avoid inhalation of asbestos.

Other Information:

Material Listed as Carcinogen in: ,

- National Toxicology Program Annual Report (NTP): Known carcinogen.
- International Agency for Research on Cancer (IARC): Group I Carcinogenic to humans.

TABLE 3 MATERIAL SAFETY DATA SHEET

SECTION I - PRODUCT IDENTIFICATION			
Product Name: ASBESTOS C. A. S. Numbers: 12001-28-4			
Chemical Name: Crocidolite Asbestos	Formula/Composition: Na ₂ Fe ₅ [(DH) Si ₄ 0 ₁₁] ₂		
Synonyms: Riebeckite; Blue Asbestos			

SECTION II - P	HYSICAL DATA	
Sizes: Few micrometers to 6 cm. fiber lengths Solubility in Water: Not soluble		
Specific Gravity: (H ₂ O=1) 2.45 approximately	Melting Point: 2180 °F (fusion point)	
Odor: None	Boiling Point: °F (°C) Not applicable	
Appearance: Blue fibrous	Vapor Pressure: Not applicable	
Bulk Density: 15-45 lb/ft³, as packaged (depends on product form)	Percent Volatile: Structure $H_2O \sim 2.5-4.5\%$ by weight	
Molecular Weight: Not applicable	Evaporation Rate: Not applicable	

	INGREDIENTS .
Weight %	OSHA PEL Data (TWA Unless Noted), ACGIH, MSHA
>95%	0.1 fibers/cc longer than 5 lm (1) (2) Excursion Limit 1 f/cc (3)
0.5-2	None established (1) (2)
	>95%

Flammability: 0

Reactivity: 0

References:

- (1) OSHA Regulation
- (2) ACGIH
- (3) Excursion Limit: The employer shall ensure that no employee is exposed to an airborne concentration of asbestos, tremolite, anthophyllite, or a combination of these minerals in excess of 1.0 fiber per cubic centimeter of air 1 f/cc) as averaged over a sampling period of thirty (30) minutes

[1910.1001 (c) revised by 53 FR. 35625, September 14, 1988]

SECTION IV - HEALTH HAZARD DATA

Inhalation: Any dust (including asbestos) which is inhaled in substantial amounts, may irritate the respiratory tract. Extreme exposures can overwhelm the normal respiratory defense mechanisms and results in temporary difficulty in breathing.

Skin Contact: Asbestos splinters may penetrate the skin and cause asbestos "corns".

Skin Absorption: Not applicable.

Eye Contact: May cause irritation and abrasions.

Ingestion; No known effects.

CHRONIC EFFECTS OF OVEREXPOSURE

Inhalation: Overexposure to Asbestos has caused damage to lungs (asbestosis), lung cancer and mesothelioma of the pleura and peritoneum. Symptoms, which are usually labored breathing, chest pains, weakness, and chest tightness. Pleural thickening, plaques and effusion are nondisabling conditions, seen separately or together, that have been associated with prolonged asbestos exposure. risk of lung cancer is greatly increased for those who smoke cigarettes regularly in addition to having asbestos exposures.

Skin Contact: Not applicable.

Skin Absorption: Not applicable.

Eye Contact: Same as acute effects. Usually reversible on removal from exposure.

Ingestion: Some studies indicate that asbestos overexposure is implicated as a cause of gastro-intest and laryngeal cancers, but the evidence is conflicting; no documented human effects.

EMERGENCY AND FIRST AID PROCEDURES

Inhalation: No acute toxicity: Remove to fresh air. If breathing is difficult, oxygen may be administ If breathing has stopped, administer artificial respiration. Call a physician.

Skin Contact: Remove asbestos slivers promptly. If "asbestos corn" develops, surgical removal may

Eye Contact: Irrigate gently with water for 15 minutes. Refer to ophthalmologist to rule out possil of damage to cornea or eyeball by fibers.

Ingestion: None indicated.

NOTES TO PHYSICIAN

A medical surveillance program must be established for asbestos-exposed persons in accordance wil requirements of the Occupational Safety and Health Administration's standard for Asbestos (29 C 1910.1001) & (1926.1101).

SECTION V - FIRE AND EXPLOSION DATA

Combustibility: Not combustible

Flammable Limits: Not applicable

Flash Point (Test Method): Not applicable

Autoignition Temperature: Not applicable

Explosion Tendency: Not applicable

Extinguishing Media: Use media appropriate for surrounding material in fire situation.

Special Fire-Fighting Procedures: Avoid media and procedures that cause airborne dust. Personnel involved in fire-fighting should use NIOSH/MSHA-approved self-contained breathing apparatus and full protection clothing.

Unusual Fire and Explosive Hazard: See Below

SECTION VI - REACTIVITY DATA

Stability: Stable at all temperatures up to fusion point.

Conditions to Avoid: None

Hazardous Decomposition Products: None

Material to Avoid: None

SECTION VII - SPILL, LEAK, AND DISPOSAL INFORMATION

Steps to be Taken if Material is Spilled or Released: Avoid breathing dust. Notify Safety personnel of spill. Permit only trained clean-up personnel in the spill area. Use wet methods or approved vacuum cleaning system to pick up spilled materials. Use water or other dust suppressants where sweeping is unavoidable. Do not stir up dust. Clean-up personnel should wear approved respirators and protective clothing. Waste and contaminated protective clothing must be placed in dust-tight containers and be properly labeled for disposal.

Neutralizing Agents: Not applicable

Water Disposal Method: Bags, friable asbestos, waste and scrap material should be disposed of in a manner which will avoid airborne concentrations of asbestos, such as the use of dust-tight trash bags or containers. Such containers should be labeled in accordance with 40 CFR 61.20. Asbestos is also classified as a hazardous material under CWA 307 (a) and has a reportable quantity of one pound. Deposit waste containers in a secured landfill in accordance with Federal, State and local regulations.

SECTION VIII - SPECIAL PROTECTION INFORMATION

Ventilation: Provide adequate exhaust ventilation and capture filtration to remove asbestos particulate from the workplace and minimize its dispersion into the environment. Isolate work areas and post signs where asbestos contamination may exceed PEL. Hand- or power-operated tools which may release asbestos in excess of the PEL must be equipped with local exhaust systems.

SECTION VIII - SPECIAL PROTECTION INFORMATION (CONTINUED)

Personal Protective Equipment:

Respirators: Where asbestos exposure in excess of the PEL is anticipated, wear a NIOSH/MSHAapproved respirator, as follows: up to 10 times the PEL - half-mask air-purifying respirator with highefficiency filters; up to 50 times the PEL - full fecepiece air-purifying respirator with high-efficiency filters; up to 100 times the PEL - powered air-purifying respirator with high-efficiency filters or supplied-air respirator operated in continuous flow mode.

Eye Protection: Goggles are recommended. Follow Safety Rules.

Gloved/Clothing: Gloves are recommended during handling.

Other: For concentrations in excess of the OSHA PEL, special clothing such as coveralls, whole-body clothing, bood coverings, gloves, and foot coverings, are required CFR 1910.1001,

SECTION IX - SPECIAL PRECAUTIONS

CANCER HAZARD Precautionary Statements: WARNING

Breathing asbestos dust can cause lung damage and cancer. The risk of lung cancer is greatly increase for smokers.

Do not create a breathe dust.

Do not dry-sweep or use air hose for cleaning.

Do not take protective equipment of clothing home.

Do wear approved respiratory protection and protective clothing as required by applicable regulation.

Do dispose of dust, friable waste materials and contaminated protective equipment in dust-tight containers.

FOR INDUSTRIAL USE ONLY

Precautions for Handling and Storage: Store asbestos in closed containers (dust-tight) in a clean, dry, secure area. Protect containers from damage. Do not open containers in a manner that can rele dust without providing proper enclosure or control measures. Use dust suppression control measures all stages of asbestos handling, use and disposal. Follow good housekeeping practices to prevent accumulation of asbestos-containing dusts. Avoid inhalation of asbestos.

Other Information:

Material Listed as Carcinogen in:

- National Toxicology Program Annual Report (NTP): Known carcinogen.
- International Agency for Research on Cancer (IARC): Group I Carcinogenic to humans.

TABLE 4 MONITORING SCHEDULE

(Also see Paragraph 3.7, Section 1 - Work Area Clearance)

. , (Also	See Paragraph 5.7, Section 1 - Works	* MINIMUM
LOCATION	SAMPLES TO BE COLLECTED	SAMPLE VOLUME
Work area and adjoining areas before removal (pre-abatement)	*** 2 per work area and selected general coverage as needed I collected and held	1200 liters PCM 1300 liters TEM
Work area during asbestos work	** I worker in each area per day	75 Liters E. L. 960 Liter TWA 8-hrs.
Work area after final cleaning (PCM)	5, plus 2 blanks	2400 Liters PCM
Work area after final cleaning (TEM	5 inside, 5 outside, plus 3 blanks	1300-1800 Liters
Outside work area perimeter samples	*** As needed	1200 Liters PCM
Outside building	l per day	1200 Liters PCM

- 1. Work area is defined as any area where isolation is established and asbestos work is being performed.
 - * Detection limit of 0.005 f/cc per NIOSH method. (PCM) Detection limit of 0.005 f/cc for TEM.
 - ** Exception is described in 29 CFR 1926.1101 (f) (3) (iii).
 - *** Coverage and number of samples are dependent on physical location of work area relative to adjoining areas.

TABLE 4-1 OF 1

TABLE 5

PRE-EMPLOYMENT MEDICAL EVALUATION

Employee Name:
Date of Examination:
I have received the results of the medical health history, physical examination, laboratory tests and certify that:
the record is complete;
the following tests were not performed:
Based upon my examination, I certify that this employee:
has no medical contraindications to the use of supplied air, type "C" and air purifying respirators;
has a medical restriction in the use of respiratory equipment:
Comments:
Based upon my examination, I certify that this employee:
has no medical contraindications to fully participation in asbestos work, when conducted under the conditions of adequate training and a health and safety plan.
has medical limitations which restrict full participation in asbestos work. Describe work function limitations, i.e., lifting, temporary limitation, pending medical follow-up work, etc.
Comments:
,

is medically restricted form any dire- perform office work.	ct work with asbestos, but may continue i
Comments:	
The B	
I certify that this employee has been informexamination and any medical conditions to tremolite, anthophyllite, and anctinolite. (Please Print)	med of the results of the medical hat may result from exposure to asbestos,
Name of Physician:	
Address:	
_ ·	· · · · · · · · · · · · · · · · · · ·
· .	Signature of Examining Physician
	Date

TABLE 6

FOLLOW-UP MEDICAL CERTIFICATE.

I certify that I have re-examined	
on this date following	months of
employment on the project, and certify the	nat he/she is free of symptomatology an
signs of impairment of health related to s	uch employment.
Date:	•
Signed:	M. D. (or D. O.)

TABLE 7

DOCUMENTATION OF ATTEMPTS TO CONTACT FORMER EMPLOYER WITHOUT A PRE-TERMINATION EXAMINATION

Employee Name					
Social Security Number					
Date of Employment		·	·	,	
Date of Termination			, , , , , , , , , , , , , , , , , , ,	 	
Dates of Attempted Contact	ī			 	
	2				
hone Numbers Called	. 3			 . :	
	· 1		··		<u> </u>
	2		***************************************		
	3				

Persons Contacted		
	,	2
ha-		3.
Attempts Made By		
		2
		3

AIR SAMPLING DATA SHEET

FACILITY INFORMATION

Facility Identification	Contractor	Subcontractor
Location -	Total Number	of Employees Exposed
- EM	IPLOYEE INFORMATION	
Name of Employee	Job Title	Social Security No.
PERSON	AL PROTECTIVE EQUIPME	NT .
Personal Protective Equipment	t Used	•
Description		
Manufacturer		
SAI	MPLING INFORMATION	
Survey Data / Date Samples Se	ent To Lab / Person Performing	Sampling
Pump Checks and Adjustments	3	Temperature

	ngr. controls available, ment being used
	Sampling Date
ump Model and Number	4
in the state of th	and the second s
Sample Type / Media	
· ·	
Sample Submission Number	J.
<u> </u>	
Time On	
···	
Time Off	• •
THUE TO	
Total Time (in minutes)	
TOTAL THUE I'm ver	
I/min	cc/min
Flow Rate:	
The second secon	
Volume in Liters	
Name	
Lab Sample Number	
A Property as the same and the	
EXPOSURE DATA	
the state of the s	Туре
	* =:
Sample Type	= Area P = Personal Air

LAB ANALYSIS

Laboratory		
Sample Number	,	
Results		
,	COMMENTS	
	(PRE) CALIBRATION RECORDS	,
Calibration Method _		
If bubble,	seconds	
Flow Rate	Irútials	• Date/Time
	POST CALIBRATION RECORDS	
Calibration Method	-	
If bubble,	seconds	
Flow Rate	Initials	Date/Time

EXAMPLE

FINAL INSPECTION

	Form Time	e	
	Date		
Name of Job			
Name of Contractor			
Location of Job			
Address			
City	State	Zip	,
I have inspected the job contracted for has been p with the specifications.	site and found it to be cle performed in an acceptable	ean, orderly, and dust-free le manner in complete ac	é. All wor cordance
	• -		
Comments:			
	•	•	
		•	
	<u>.</u>		•
Industrial Hygienist		•	

EXAMPLE

ASBESTOS ABATEMENT - INSPECTION CHECKLIST

I.	Background Information	
	Site Location	
	DateTime	
	Ambient Temp.	
	Inspector	
	Site Owner	
	Address	
	Phone	
	Contractor (prime)	 .
	Subcontractors (if any)	
	Site Contact	
	Affiliation	
	Title	,
II.	Building Information	
	Use	
	Construction Type	
	Size (sq. ft.)TABLE 10 - PAGE 1 OF 3	·
	TABLE 10 - PAGE 1 OF 3	

	Age	والمارات والمارات والموارات الموارات الموارات الموارات الموارات الموارات الموارات الموارات الموارات الموارات	The second secon	the second secon	
Estimate of amount of friable asbestos material					
III.	Posting	·			
	Regulations	EPA_	OSHA	Comments	
	Caution Signs	Yes	No	walkakering programme	
		•	,	•	
IV.	Work Area Isolation		" እ T ^		
,	Barrier Installation	Yes		The state of the s	
	Worker Decon. System	Yes	* *		
	Equip. Decon. System	Yes			
	HVAC Systems Sealed	Yes			
	Neg. Pres. Maintained	Yes	110	nt-rate physical phys	
	HEPA-filtered Exhaust	37	No.	·	
	Ventilation	Yes Yes	No		
	Air Monitoring	169			
V.	Personal Protective Equ	ipment		•	
	Car Ca Tiron	× Vec	No	the state of the s	
	Respirator Care & Usag Respirator Selection	Ves ·			
	Respirator Selection				
VI.	Work Practices		,		
	Wet Removal	Yes	No		
	Surfactant	Yes	No		
	Air Monitoring	Yes	No		
	Disposable Clothing	Yes	No		
VII.	Clean-up				
		Yes	No	The state of the s	
	Wet	Yes _	No	2 The state of the	
	Visible Residue	Yes	No		
	Air Monitoring	Yes	No		
	Disposable Clothing	7(1)			

Waste Handling				•
Wetting Waste	Yes	No		
Properly Contained	Yes -	No		
Properly Labeled	Yes	No		
Disposal				
Transporter				
~ ~ ~~~*.			<u> </u>	
Property Contained_				<u> </u>
•				
Name	·			
Address				
•	•			
Permitted Facility				
Distance From Site				
Operating Schedule				
Is Access Controlled				
Frequency Of Covering				
	Wetting Waste Properly Contained Properly Labeled Disposal Transporter Landfill Property Contained Name Address Permitted Facility Distance From Site Operating Schedule Has Facility Been Notifie Is Access Controlled Depth Of Cover	Wetting Waste Yes Properly Contained Yes Properly Labeled Yes Disposal Transporter Landfill Property Contained Name Address Permitted Facility Distance From Site Operating Schedule Has Facility Been Notified Is Access Controlled Depth Of Cover	Wetting Waste Yes No Properly Contained Yes No Properly Labeled Yes No Disposal Transporter Landfill Property Contained Name Address Permitted Facility Distance From Site Operating Schedule Has Facility Been Notified Is Access Controlled Depth Of Cover	Wetting Waste Yes No Properly Contained Yes No Properly Labeled Yes No Disposal Transporter Landfill Property Contained Name Address Permitted Facility Distance From Site Operating Schedule Has Facility Been Notified Is Access Controlled

EPA AUTHORIZED SANITARY LANDFILLS

Contractor to contact Arkansas Department of Pollution Control and Ecology for the list of current approved Class I landfills accepting asbestos. Provide name and address of landfill proposed for this project and proof the landfill will accept asbestos.

RESPIRATORY PROTECTION PLAN . MONTHLY APPRAISAL

	4	YES	NO	COMMENTS
1.	Are correct respirators, filters etc. being used?	-	position and the second second	
2.	Are all records complete?			And the second second second
3.	Is inventory of respirators (current NIOSH approval numbers) complete?		,	
4 .	Are employees using correct respirators?	-		Charles of the Control of the Contro
5.	Are exposure measurements made on schedule?	·		
6.	Is training effective?	9-10-10-10-10-10-10-10-10-10-10-10-10-10-		**************************************
7.	Do employees wear respirators correctly?		<u>handlich mit ernen m</u>	<u></u>
8.	Do employees understand the purpose of fit testing?			
9.	Are respirators maintained and stored properly?		photograph on the state of the	
10.	Have engineering or administrative controls been proposed and/or implemented when air contaminants concentrations exceed the action level?			No. of the last of
11.	Have employees been notified of right to 29 CFR 1910.20 at least once in the past year? Has it been posted?		gggggg and good section in contract on the	

12.	List all violations of 29 CFR 1910.134 and this plan on back.	water the state of		The state of the s
13.	Evidence of excessive exposure to respiratory hazards?		- - 44	New restaurance and the second
	Completed by		Date	

APPENDIX A

MEDICAL HISTORY

Each worker is requested to fill out this Medical History Form and bring it with him/her at the time of the initial examination. Each question in this form is important as a part of a complete and thorough examination. In diagnosis, an accurate history is regarded as the most essential part of the examination.

This information, as well as the results of your entire examination, are part of your medical surveillance program.

Please bring in with you any x-rays, electrocardiograms, or results of laboratory examinations you may have.

1.	Full Name		
	Home Address		·
	Marital Status:	0. 1	
		Single Married	•
		Widowed Separated	•
		Divorced	
,		•	
	Age	-	
	Date of Birth		
II.	Briefly State		•
	Date of your last examination	1	

	List your present medical problems:
	l.
	3.
III.	Personal Profile
	Where were you born?
	How long have you lived at your present address?
	What is your occupation?
· .	Do you enĵoy your work?
	What kind of exercise do you do?
	Do you smoke? Did you ever smoke?
	How many cigars or pack of cigarettes?
	How much alcohol do you drink?
	Present weight Weight I year ago Usual weight
	Have you ever been exposed to airborne asbestos fibers before? (If so, when and where)
	Do you eat a balanced diet?
	Do you have a regular physician?
	Date of last visit to a physician?

	Do you have medical insurance?		To the latest the late	A PARTICIPATION OF THE PARTICI
	Carrier Type			e e e e e e e e e e e e e e e e e e e
iv.	Past History			
	Has your general health in the past been good?		···	S
	(If no, explain)			,
	Have you ever been told you had an abnormal laboratory tests? if so, what?			
	List all hospital admissions Date	liiness	or operat	don .
	I			
	2.			And the second s
	3.	part, 24,111		<u> </u>
	te Infectious Disease			•
Hav appr	e you had any of the following illnesses? (circle yoximate age)	yes or 1	io. If yes	s, give Age
¥ .	German measles (Rubella, Three-day measles)	Yes	No	
2.	Red measles (Two-week measles)	Yes	No	·
3.	Chicken pox	Yes	Ño.	
4.	Whooping cough	Yes	No	
5.	Mumps	Yes _.	No	
6.	. Scarlet fever	Yes	No	

Diphtheria	Yes	No	may a land to the land of the
Rheumatic fever (acute inflammatory	Yes	No	# Ectimate Color Company and Asia
	Yes	No	entire abstraction for promoting
	Yes	No	Control Schwarzensprander
	Yes	No	
	Yes	No) I
		Yes	No
	Yes	No	harapping and a special
	Yes	No	
		No	-
,	•		,
Other	Yes	. No	
licines			
drugs you have taken in the past (prescription	n and ot	herwise):
A TOTAL TOTAL	If so, li	st them	and dose.
	rheumatism) Chorea (St. Vitus dance) Pneumonia Typhoid fever Malaria Tuberculosis Asthma Hay fever Dysentery or amoebae in stools Liver disease or jaundice Other dicines drugs you have taken in the past (prescription you taking any medicines now? ude "over the counter" medicines (aspirin, lax	Rheumatic fever (acute inflammatory rheumatism) Chorea (St. Vitus dance) Pneumonia Yes Typhoid fever Malaria Yes Tuberculosis Asthma Yes Hay fever Dysentery or amoebae in stools Liver disease or jaundice Other Yes drugs you have taken in the past (prescription and ot you taking any medicines now? you taking any medicines now? If so, liver diseasting the prescription of the past (aspirin, laxatives, or prescription) Yes Yes Yes Yes Yes Yes Yes Ye	Rheumatic fever (acute inflammatory rheumatism) Chorea (St. Vitus dance) Pneumonia Typhoid fever Malaria Tuberculosis Asthma Hay fever Dysentery or amoebae in stools Liver disease or jaundice Other Ves Ves No Yes No Itiver disease or jaundice Other Yes Ves No Yes No

	have (rash, fever):			
			*	•
lmı	nunizations (vaccinations against infections	you h	ave ha	ad)
	Year	given		,
Teta	inus shot (Lockjaw Shot)		-	
	Polio (On Sugar Cubes)			
	Measles (Rubella Shot)			
	nan Measles (Rubell Shot)			
	llpox (Scratch Or Arm)		-	
	erculosis Skin Test			
(Pos	itive Or Negative)		٠,	
Fun	gus (Histoplasmosis) Skin Test ——		سنويه	
(Pos	itive Or Negative)	•		
Rev	iew Of Systems		•	
	cle Yes, No, Or Not Sure)		•	
A.	HEAD		÷	
	Do you suffer frequent headaches?	Yes	No	
	Do you have sick headaches (migraine)?	Yes	No	Not Sure
	Do you faint easily?	Yes	No	
	Have you ever been knock unconscious?	Yes	N_0	Not Sure
	Do you have light headedness or giddiness?	Yes	No	Not Sure
	Did you ever have severe dizziness?	Yes	No	Not Sure
В.	EYES			
	Do you have eye trouble?	Yes	No	Not Sure
	Do you wear glasses?	Yes	No	Not Sure
	Do you ever see double?	Yes	No	Not Sure
•	Have you ever had any loss of vision?	Yes	N_0	Not Sure

٧.

•	Do you have difficulty distinguishing colors? Do you have spots before your eyes?	Yes Yes	No No	Not Sure Not Sure
		Yes	. No	Not Sure
C.	EARS. Have you had any loss of hearing?	Yes	No	Not Sure
	Have you ever had earaches or discharge	Yes	No	Not Sure
	from ears?		No	Not Sure
	Are you exposed to loud noise after working hours, such as guns, loud music, etc.?	Yes	No	Not Sure
D.	NOSE	Yes	No	Not Sure
	Do you have frequent colds? Do you have excessive nasal discharge?	Yes	No .	Not Sure
	Did you ever have frequent or severe	Yes	No	Not Sure
	nosebleeds? Have you had sinus trouble?	Yes	No	Not Sure,
E.	THROAT Have you had frequent or severe sore throats? Have you had sores in the mouth?	Yes Yes	No No	Not Sure
•	Do you have difficulty in swallowing Are you subject to hoarseness?	Yes Yes	a. a.	Not Sure Not Sure
F.	NECK Have you had swollen glands (lymph nodes in your neck? Have you had a goiter?) Yes Yes		0
	Have you had a thyroid blood test or a metabolism test done? Have you ever been treated for thyroid	Yes		
	trouble?	Yes '	s No	Not Sure

G.	BREASTS			
	Have you noticed lumps or nodules in your			
	breasts?	Yes	Nο	Not Sure
	Have you had a blood discharge from your	•		
	breasts?	Yes	No	Not Sure
	Have you had an operation on your breasts?	Yes	. No	Not Sure
	Do you examine you own breasts for tumors?			Not Sure
H.	LUNGS			
	Have you been told that you have any lung			
	or bronchial trouble?	Yes	No	Not Sure
	Do you have a chronic cough?	Yes	No	Not Sure
	Do you raise more than one tablespoon of		•	
	sputum daily?	Yes	No	Not Sure
	Have you ever coughed up blood?	Yes	No	Not Sure
	Have you had pleurisy?	Yes	No	Not Sure
	Have you noticed a wheeze or whistle in			
	your chest when breathing?	Yes	No	Not Sure
	Have you been exposed to severe dust or	·		
	furnes for long periods?	Yes	No	· Not Sure
	Have you ever raised chickens?	Yes	No	Not Sure
	Do you keep pet birds?	Yes	No	Not Sure
	Do birds roost close to your home?	Yes	No	Not Sure
	Have you had a chest x-ray?	Yes	No ·	Not Sure
	When was your last chest x-ray?		~	· · · · · · · · · · · · · · · · · · ·
r.	HEART			
•	Have you been told you have disease or			
	heart murmur?	Yes	No	Not Sure
	Have you been told you have high blood			
	pressure?	Yes	No	Not Sure
	Do you become winded on dimbing two			
		Yes	No.	Not Sure
	Do you have pain or a tight feeling in your			
		Yes	No	Not Sure
•		Yes	No	Not Sure.
	Do your ankles swell?	Yes	No	Not Sure

	Do you have palpitations (heart beating rapidly)?	Yes	No	Not Sure
	Have you been refused life insurance at normal rates?	Yes	No	Not Sure
`1	GJ.		w, ***	XI.u. Camer
.].	Have you noticed any loss of appetite?	Yes	No	Not Sure
	Do any foods cause indigestion or diarrhea?	Yes	No	Not Sure
	Do you have any indigestion of excessive	Yes	No	Not Sure
	Have you ever had stomach, colon, or	V.,,	No ·	Not Sure
	mallbladder x-rays?	Yes Yes	No	Not Sure
	Do you have pain in your stomach.	Yes	No	Not Sure
	Do you have nausea and vointing:	Yes	No.	Not Sure
	Have you vomited blood?	Yes	No	Not Sure
	Are you constinated frequently:	¥ C9	140	,
	Have your bowel habits changed in the	Yes	No	Not Sure
	Do you have attacks of diarrnea	Yes	No	Not Sure
	/Congress loose stools!	Yes	No.	
	ry are troughtered blood in your stoors:	Yes	No	Not Sure
	Have you had BLACK or LAKKE Stooms	Yes	No	Not Sure
	Do you pass mucus in your stools:	Yes	No	Not Sure
	Do rou have hemorrhoids (piles)!	£ ()	Ţ.U	
	Have you been jaundiced (yellow eyes	Yes	No	Not Sure
	and clant?	Yes	No	Not Sure
-	Have had intestinal worms or parasites?	Yes	No	Not Sure
	Have you lost weight in the past year?			The state of the s
•	(If yes, how much?)	Yes	No	Not Sure
	Are you on a special diet?			AND THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN THE PERSON NAM
•	Type	,		
K.	G.U.	Yes	No	Not Sure
	Do you get up every night to urinate?			
	Do you have burning pain when you	Yes	No	Not Sure
	' urinate?	Yes		Not Sure
	Have you had pus in the kidneys or urine?			

	Do you have trouble starting your stream			
÷	when you urinate?	Yes	No	Not Sure
	Have you had a kidney or bladder stone?	Yes	No	Not Sure
	Have you had albumin (protein) in the			
	urine?	Yes	No	Not Sure
	Have you passed blood in the urine?	Yes	No	Not Sure
*	Do you ever lose control of your bladder?	Yes	No	Not Sure
	Has a doctor ever said you had a kidney or			
	bladder infection?	Yes	No	Not Sure
	Have you had sugar in the urine?	Yes	No	Not Sure
	Have you had or suspected you have a			
	venereal disease?	Yes	No	Not Sure
	Have you had a prostate infection?	Yes	No	Not Sure
	Did you have unexplained fevers or			
	kidney infections as a child?	Yes,	No	Not Sure
			•	•
L.	BONES AND JOINTS			
	Did you ever have painful or swollen joints?	Yes	No	Not Sure
	Are you subject to rheumatism?	Yes	No	Not Sure
	Have you ever had trouble with your back?	Yes	No	Not Sure
	Do you have varicose veins?	Yes -	No	Not Sure
	Have you ever had phlebitis?	Yes	No.	Not Sure
	Do you have pain in your legs or hips when	,		31. Č
	walking?	Yes	No	Not Sure
	Are you subject to dizziness, fainting,		. •	** . C
	twitching spells or fits?	Yes	No	Not Sure
	Was any part of your body ever paralyzed?	Yes	No	Not Sure
	Do you have shooting pains in your arms	٦٧	T. T	Not Sure
	or legs?	Yes	No	Mor ame
	Do you have numbness or tingling (pins	Yes	No	Not Sure
	and needles) in your fingers or toes?	ĬĒŽ	7.40	. IAOL DITIC
7. <i>1</i> .	EMOTIONS			-
M.	_			
	Are you tired when you get up in the	Yes	No	Not Sure
•	morning? Have you ever had a nervous breakdown? '	Yes	No	Not Sure
•	Have you ever consulted a psychiatrist?	Yes	No	Not Sure
	Do you cry easily?	Yes	No	Not Sure
	Do you dry cashy:	_ 1a4/		

Do you worry very much? Do you regard yourself as being nervous?	Yes Yes Yes	No No No	Not Sure Not Sure Not Sure
Are you depressed and blue much of the time? Is it difficult for you to make up your mind? Are you feelings easily hurt? Are you easily irritated and upset? Does every little thing get on your nerves? Are you extremely shy or sensitive? Do people often annoy or irritate you? Are there severe emotional stresses in your family? Are there severe emotional stresses in your job?	Yes Yes Yes Yes Yes Yes Yes Yes Yes	No No No No No No No	Not Sure
N. FOR FEMALES - MENSTRUAL Do you consider your menstrual periods normal? Were you older than 15 before your periods began? Are your periods frequently irregular? Do your periods last more than five days? Does pain with your period frequently make you lie down? Have you usually been tense and jumpy with your periods? Have you had vaginal bleeding since menopause? Do you have hot flashes? Date of last period Do you have swelling before your periods?	Yes Yes Yes Yes Yes Yes	No No No No No	Not Sure Not Sure Not Sure Not Sure Not Sure Not Sure

VI. FAMILY HISTORY

State health or cause of death of each (give ages):

		Age	State of Health	Cause of Death	Age at Death			
1.	Father			•				
2.	Mother	P		I manufacture and the state of				
3,	Brothers		,	<u>, , , , , , , , , , , , , , , , , , , </u>				
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r.	Tuberculosis _							
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5.	Heart disease.							
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7.	Asthma							
8.	Hay fever							
10.	Thyroid diseas	e or goi	ter	-				
11.	Bleeding tende	ncy or	anemia	ž.				
12.	Arthritis or the	eumatis	m					
13.	Gout		-					
14.	Stomach or bo	wel disc	ease					
15.	Skin disease _	-			,			
16.	16. Alcoholism							
17.	Kidney disease							

NOTE: The examining physician may ask additional questions required in 29 CFR 1926.58 Appendix "D" when missing from this Questionnaire.

APPENDIX B

RECOMMENDED SPECIFICATIONS AND OPERATING PROCEDURES FOR THE USE OF NEGATIVE PRESSURE SYSTEMS FOR ASBESTOS ABATEMENT*

A. INTRODUCTION

This appendix provides guidelines for the use of negative pressure systems in removing asbestos-containing materials from buildings. A negative pressure system is one in which static pressure in an enclosed work area is lower than that of the environment outside the containment barriers.

The pressure gradient is maintained by moving air from the work area to the environment outside the area via powered exhaust equipment at a rate that will support the desire air flow and pressure differential. Thus, the air moves into the work area through designated access spaces and any other barrier openings. Exhaust air is filtered by a high-efficiency particulate air (HEPA) filter to remove asbestos fibers.

The use of the negative pressure during asbestos removal protects against large-scale release of fibers to the surrounding area in case of a breach in the containment barrier. A negative pressure system also can reduce the concentration of airborne asbestos in the work area by increasing the dilution ventilation rate (i.e., diluting contaminated air in the work area with uncontaminated air from outside) and exhausting contaminated air through HEPA filters. The circulation of fresh air through the work area reportedly also improves worker comfort, which may aid the removal process by increasing job productivity.

B. MATERIALS AND EQUIPMENT

The Portable, HEPA-Filtered, Powered Exhaust Unit

The exhaust unit establishes lower pressure inside than outside the enclosed work area during asbestos abatement. Basically, a unit consists of a cabinet with an opening at each end, one for an air intake and one for exhaust. A fan and a series of filters are arranged inside the cabinet between the openings. The fan draws contaminated air through the intake and filters and discharges clean air through the exhaust.

Structural Specifications

The cabinet should be niggedly constructed and made of durable materials to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard size doorways. The cabinet must be appropriately sealed to prevent asbestos-containing dust from being emitted during use, transport, or maintenance. There should be easy access to all air filters from the intake end, and the filters must be easy to replace. The unit should be mounted on accessible for easy cleaning.

Mechanical Specifications

- Fans

The fan for each unit should be sized to draw a desired air flow through the filters in the unit at a specified static pressure drop. The unit should have an air-handling capacity of 1,000 to 2,000 ft3/min (under "clean" filter conditions). The fan should be of the centrifuged type. For large-scale abatement projects, where the use of a larger capacity, specially designed exhaust system may be more practical, the fan should be appropriately sized according to the proper load capacity established for the application, i.e.,

Total cu. ft. / min (load) = 60 min/hour

Smaller capacity units (1000 cu. ft./min) equipped with appropriately sized fans and filters may be used to ventilate smaller work areas. The desired airflow could be achieved with several units.

- Filters

The final filter must be the HEPA type. Each filter should have a standard nominal rating of at least 1,100 cu. ft. / min with a max. pressure drop of 1 inch of water clean resistance. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame and cross-braced as required. The exact dimensions of the filter housing inside the cabinet or the dimensions of the filter. The recommended standard size the cabinet is 24 inches high x 11-1/2 inches deep. The overall dimensions and squareness should be within 1/8 inch.

A continuous rubber gasket must be located between the filter and the filter housing to form a tight seal. The gasket material should be 1/4 inch thick and 3/4 inch wide.

Each filter should be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with .3 um dioctylphtalate (DOP) particles. Testing should be in accordance with Military Standard No. 353 and Army Instruction Manual 136-300-175A. Each filter should bear a UL586 label to indicate ability to perform under specified conditions.

Each filter should be marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

Prefilters, which protect the final filter by removing the large particles, are recommended to prolong the operating life of the HEPA filter. Prefilters prevent the premature loading of the HEPA filter, which can save energy and cost. Two prefilter stages are recommended. The first should be low efficiency (10 um and larger), the second should be of medium efficiency (5 um and larger). They should be installed on or in the intake grid of the unit.

Instrumentation ·

Each unit should be equipped with a magnehelic gauge or manometer to measure the pressure drop across the filters and indicate when filters have become loaded and need to be changed. The static pressure across the filters (resistance) increases as they become loaded with dust, affecting the ability of the unit to move air at its rated capacity.

Electrical

- General

The electrical system should have a remote fuse disconnect. The fan motor should be totally enclosed, fan-cooled, and the nonoverloading type. The unit must use a standard 115V, single-phase, 60-cycle service.

All electrical components must be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL).

- Fan

The motor, fan, fan housing, and cabinet should be grounded. The unit should have an electrical (or mechanical) lookout to prevent the fan from operating without a HEPA filter.

- Instrumentation

An automatic shutdown system that would stop the fan in the event of a major rupture in the HEPA filter or blocked air discharge is recommended. Optional warning lights are recommended to indicate normal operation, too high of a pressure drop across the filters (i.e., filter overloading) and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge). Other optional instruments include a timer and automatic shut-off and an elapsed tine meter to show the total accumulated hours of operation.

C. SETUP AND USE OF A NEGATIVE PRESSURE SYSTEM

Preparation of the Work Area

- Determining the Ventilation Requirements for a Work Area

Experience with negative pressure systems on asbestos abatement projects indicates a recommended rate of one air change every ten (10) minutes.

The volume (in cu. ft.) of the work area is determined by multiply the floor area by the ceiling height. The total air flow requirement (in cu. ft. / min) for the work area is determined by dividing this volume by the recommended air change rate (i.e., one air change every ten (10) minutes).*

Total cu. ft. / min = Volume of work area (in cu. ft.) /10 min.

The number of units needed for the application is determined by dividing the total cu. ft. / min by the rated capacity of the exhaust unit.

Total of units needed = [Total cu. ft. / min] / [Capacity of unit (in cu. ft.)]

* The recommended air exchange rate is based on engineering judgement.

- Location of Exhaust Units

The exhaust unit(s) should be located so that makeup air enters the work area primarily through the decontamination facility and traverses the work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources.

Wherever practical, work area exhaust units can be located on the floor in or near unused doorways or windows. The end of the unit or its exhaust duct should be placed through an opening in the plastic barrier or wall covering. The plastic around the unit or duct should then be sealed with tape.

Each unit must have temporary electrical power (115V AC). If necessary, three-wire extension cords can supply power to a unit. The cords must be in continuous lengths (without splices), in good condition, and should not be more than 100 feet long. They must not be fastened with staples, hung from nails, or suspended by wire. Extension cords should be suspended off the floor and out of workers' way to protect the cords from damage from traffic, sharp objects, and pinching.

Wherever possible, exhaust units should be vented to the outside of the building. This may involve the use of additional lengths of flexible or rigid duct connected to the air outlet and routed to the nearest outside opening. Windowpanes may have to be removed temporarily.

If exhaust air cannot be vented to the outside of the building or if cold temperatures necessitate measures to conserve heat and minimize cold air infiltration, filtered air that has been exhausted through the barrier may be recirculated into an adjacent area. However, this is not recommended.

Additional makeup air may be necessary to avoid creating too high of a pressure differential, which could cause the plastic coverings and temporary barriers to "blow in". Additional makeup air also may be needed to move air must effectively through the work area.

Supplemental makeup air inlets may be made by making openings in the plastic sheeting that allows air from outside the building into the work area. Auxiliary makeup air inlets should be as far as possible from the exhaust unit(s) (e.g., on an opposite well), off the floor (preferably near the ceiling),

and away from barriers that separate the work area from occupied clean areas. They should be resealed whenever the negative pressure system is turned off after removal has started. Because the pressure differential (and ultimately the effectiveness of the system) is affected by the adequacy of makeup air, the number of auxiliary air inlets should be kept to a minimum to maintain negative pressure.

Use of the Negative Pressure System

- Testing the System

The negative pressure system should be tested before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, the unit(s) should be started (one at a time). Observe the barriers and plastic sheeting, should be started (one at a time). Observe the barriers and plastic sheeting. The plastic curtains of the decontamination facility should move slightly in toward the work area. The use of ventilation smoke tubes and a rubber bulb is another easy and inexpensive way to visually check system performance and direction of air flow through openings in the barrier. Another test is to use a Magnehelic gauge (or other instrument) to measure the static pressure differential across the barrier. The measuring device must be sensitive enough to detect a relatively low pressure drop.

A Magnehelic gauge with a scale of 0 to -0.25 or -0.50 inch of water and -0.005 or -0.01 inch graduations is generally adequate. The pressure drop across the barrier is measured from the outside by punching a small hole in the plastic barrier and inserting one end of apiece of rubber or Tygon tubing. The other end of the tubing is connected to the "low pressure" tap of the instrument. The "high pressure" tap must be open to the atmosphere. The pressure is read directly from the scale. After the test is complete, the hole in the barrier must be patched.

Use of System During Removal Operations

The exhaust units should be started just before beginning removal (i.e., before any asbestos-containing material is disturbed). After removal has begun, the units should run continuously to maintain a constant negative pressure until decontamination of the work area is complete. The units should not be turned off at the end of the work shift or when removal operations temporarily stop.

Employees should start removing the asbestos material at a location farthest from the exhaust units and work toward them. If an electric power failure occurs, removal must stop immediately and should not resume until power is restored and exhaust units are operating again.

Because airborne asbestos fibers are microscopic in size and tend to remain in suspension for a long time, the exhaust units must keep operating throughout the entire removal and decontamination processes. To ensure continuous operation, a spare unit should be available.

After asbestos removal equipment has been moved from the work area, the plastic sheeting has been cleaned, and all surfaces in the work area have been wet-cleaned, the exhaust units can be allowed to run form at least another four (4) hours to remove airborne fibers that may have been generated during wet removal and cleanup and to purge the work area with clean makeup air. The units may be allowed to run for a longer time after decontamination, particularly if dry or only partially wetted asbestos material was encountered during removal.

Pressure Differential Isolation of Work Area

Pressure inside the work area shall be maintained negative relative to areas immediately outside the containment. The pressure shall be -0.03" w.c. or greater, and at no time fall below -0.02" minimum w.c. after abatement commences and before cleanup is finished. If differential pressure falls below -0.03" w.c. the superintendent shall look for the cause and make corrections. If the differential pressure falls below -0.02" w.c. all removal or cleanup activities shall be halted until differential pressure is brought back to -0.03" w.c.

Differential pressure should be monitored with manometer scaled between 0 and -0.1" w.c. A recording manometer with an alarm is required at all times. The project on-site monitor will check pressure and superintendent checks the pressure at least every hour during the work day. He will record readings in project report.

In setting up the differential pressure system, one should calculate, as discussed above, the ventilation requirements for the area included in the containment and then construct and seal containment so that differential pressure can be obtained. The Contractor should be aware that good construction is required to keep plastic attached at -0.03" w.c. pressure.

Placement of Manometer

The manometer should be placed so that the positive side measures the pressure in the area to be protected, and the negative side measures the pressure in the containment (work area). In a building entirely under containment, the positive side will be located outside the building. If the containment is located inside the building, the positive pressure side should monitor areas inside the building but outside the containment.

One should assure that sufficient outside air is allowed into the area being monitored to avoid evacuating it or the entire building and thereby biasing the measurement. When air is exhausted inside the building, measurements should not be made near the exhaust area to avoid pressurization effects on the measurement.

All areas outside the containment should have sufficient ventilation to maintain ambient pressures. If outside wind speeds exceed 14 miles per hour, special attention should be paid to wind effects on building pressures. If differential pressures cannot be controlled due to excessive changes in pressure in the building, additional exhaust fans should be added to provide proper control.

Filter Replacement

All filters must be accessible from the work area or "contaminated" side of the barrier. Thus, personal responsible for changing filters while the negative pressure system is in use should wear approved respirators and other protective equipment. The operating life of the HEPA filter depends on the level of particulate contamination in the environment in which it is used. During use, filters will become loaded with dust, which increased resistance to air flow and diminishes the air-handling capacity of the unit. The difference in pressure drop across the filters between "clean" and "loaded" conditions (AP) is a convenient means of estimating the extent of air-flow resistance and determining when the filters should be replaced.

When AP across the filters (as determined by the Magnehelic gauge or manometer on the unit) exceeds 1.0 inch of water, the prefilter should be on the intake grill, should be removed with the unit running by carefully rolling or folding in its sides. Any dust dislodged from the prefilter during removal will be collected on the intermediate filter. The used prefilter should be placed

inside a plastic bag, sealed and labeled, and disposed of as asbestos waste. A new prefilter is then placed on the intake grill. Filters for prefiltration applications may be purchased as individual precut panels or in a roll of specified width that must be cut to size.

If the AP still exceeds 1.0 inch of water after the prefilter has been replaced. With the unit operating, the prefilter should be removed, the intake grill or filter access opened, and the intermediate filter removed. Any dust dislodge from the intermediate filter during removal will be collected on the HEPA filter. The used intermediate filter should be placed in a sealable plastic bag (appropriately labeled) and disposed of as asbestos waste. A new replacement filter is then installed and the grill or access closed. Finally, the prefilter on the intake grill should be replaced.

The HEPA filter should be replaced if prefilter and/or intermediate filter replacement does not restore the pressure drop across the filters to its original clean resistance rending or if the HEPA filter becomes damaged. The exhaust unit is shut off to replace the HEPA filter, which requires removing the prefilter first, then opening the intake grill or filter access, and finally removing the HEPA filter from the unit.

Used HEPA filters should be placed in a sealable plastic bag (appropriately labeled) and disposed of as asbestos waste. A new HEPA filter (structurally identical to the original filter) should then be installed. The intake grill and intermediate filter should be put back in place, the unit turned on, and the prefilter positioned on the intake grill. Whenever the HEPA filter is replaced, the prefilter and intermediate filter should also be replaced.

When several exhaust units are used to ventilate a work area, any air movement through an inactive unit during the HEPA filter replacement will be into the work area. Thus, the risk of asbestos fiber release to the outside environment is controlled.

Any filters used in the system may be replaced more frequently than the pressure drop across the filters indicates is necessary. Prefilters, for example, may be replaced two to four times a day or when accumulations of particulate matter become visible. Intermediate filters must be replaced once every day or so, and the HEPA filter may be replaced at the beginning of each new project. (Used HEPA filters must be disposed of as asbestos-containing waste.)

Conditions in the work area dictate the frequency of filter changes. In a work

area where fiber release is effectively controlled by thorough wetting and good work practices, fewer filter changes may be required than in work areas when the removal process is not well controlled. It should also be noted that the collection efficiency of a filter generally improves as particulate accumulates on it. Thus, filters can be used effectively until resistance (as a result of excessive particulate loading) diminishes the exhaust capacity of the unit.

Dismantling the System

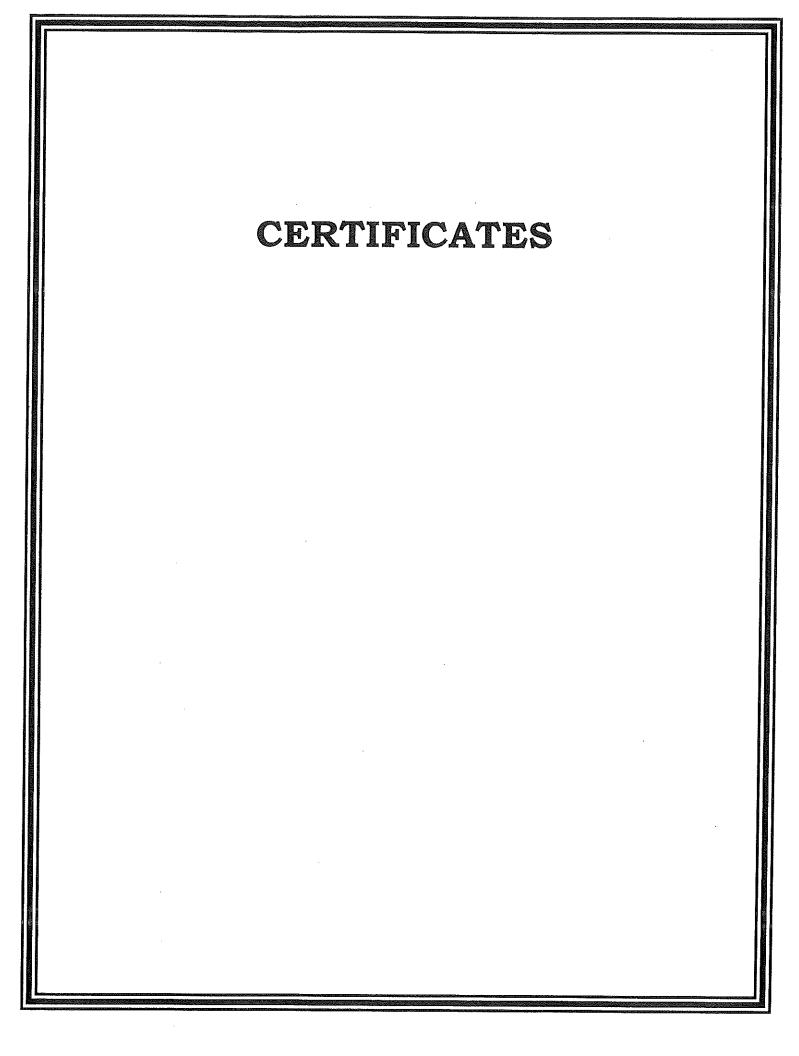
When a final inspection and the results of final air tests indicate that the area has been decontaminated, all filters of the exhaust units should be removed and disposed of properly and the units shut off. The remaining barriers between contaminated and clean areas and all seals on openings into the work area and fixtures may be removed and disposed of as contaminated waste. A final check should be made to be sure that no dust or debris remains on surfaces as a result of dismantling operations.

END OF SECTION

APPENDIX C

RAINBOW PASSAGE

When the sunlight strikes raindrops in the air, they act like a prism and form a rainbow. The rainbow is a division of white light into many beautiful colors. These take the shape of a long round arch, with its path high above, and its two ends apparently beyond the horizon. There is, according to legend, a boiling pot of gold at one end. People look, but no one ever finds it. When a man looks for something beyond his reach, his friends say he is looking for the pot of gold at the end of the rainbow.



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ARKANSAS DIVISION OF ENVIRONMENTAL QUALITY

ASBESTOS PROGRAM



Morris AE, Inc.

is qualified to perform certain asbestos-related work within the State of Arkansas, under Rule 21 of the Arkansas Pollution Control and Ecology Commission and Ark. Code Ann. § 20-27-1001 et seq., and is hereby licensed as an

Asbestos Abatement Consultant

License Number: 002276-CCL-CL

Expiration Date: January 31, 2025

Caleb J. Osborne

Director, Division of Environmental Quality Chief Administrator of the Environment Arkansas Department of Energy and Environment STATE OF ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT

Division of Environmental (

OFFICE OF AIR QUALITY, ASBESTOS PROGRAM

ALBERT REX MORRIS

Pollution Control and Ecology Commission's Rule 21 pursuant to A.C.A. § 20-27-1001, et seq., within the State of Arkansas is having satisfied the requirements necessary to meet the provisions of AHERAASHARA under TSCA Title II and the Arkansas hereby certified to perform activities related to asbestos containing material in the following discipline(s)

Discipline	Issue Date	Effective Date	Effective Date Expiration Date
Inspector	05/04/2023	06/06/2023	05/31/2024
Management Planner	05/04/2023	06/06/2023	05/31/2024
Project Designer	04/06/2023	04/19/2023	04/30/2024



Certification Number: 011404

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Caleb J. Osbome

Division of Environmental Quality, Director Chief Administrator, Environment Arkansas Department of Energy & Environment