



Memphis Housing Authority

700 Adams Avenue
Memphis, Tennessee 38105-5029

ADDENDUM NO. 1

Issued: March 25, 2024

This addendum shall become and form a part of the following solicitation:

Solicitation #CI 24 B 00680

Removal of Hazardous Materials at Montgomery Plaza

TO ALL POTENTIAL OFFERORS:

This Addendum, including all articles and corrections listed below, shall become a part of the original solicitation package, and shall be considered in preparing your proposals regarding Solicitation # CI 24 B 00680 for the Removal of Hazardous Materials in Dwelling units at Montgomery Plaza, Memphis, TN are included herein.

Please acknowledge receipt of this addendum by signing, dating, and including a copy of this addendum cover sheet in your proposal.

Name of Firm: _____

Signature: _____ Date: _____

Title: _____

MEETING MINUTES

Date: March 21, 2024

To: Potential Bidders

From: Moshe Cole, Construction Project Manager, MHA Capital Improvements

RE: Pre-Bid Conference

Solicitation # CI 24 B 00680: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN, Meeting Attendees were as follows:

CC: Moshe Cole, MC	Project Manager, MHA
Kelitia Dickson, KD	Senior Project Manager, MHA
Kevin Pilate, KP	Project Manager, MHA
Kyle McGinnis, KM	Shield Environmental Services
Andrew Ables, AA	Snyder Environmental
Laurence Hammond, LH	GCS
Dwight Grayson, DG	Specialty Abatement

One Pre- Bid Meeting was held at the Memphis Housing Authority Central Office in room 216 on Thursday, March 21, 2024, at 10:00 A.M. regarding Solicitation No. CI 24 B 00680 for the Removal of Hazardous Materials at Montgomery Plaza, Memphis TN.

The following items were discussed in the Pre-Construction Meeting and are listed as follows:

MC: Instructed all attendees to sign the meeting attendance sheet.

MC: Welcome and Introductions

MC: Explained Scope of Work to potential bidders.

MC: Reviewed Bid Process with potential bidders.

MC: Reviewed Bid form with potential bidders

MC: Discussed Contractor's work schedule, time, and days.

KD: Reviewed Mandatory Submittals for Contractors.

Meeting adjourned at 02:44 P.M.

REVISIONS:

1. The current Solicitation Package requires a Performance and Payment Bond, this requirement will be waived.
2. Scope of work document currently says, “Existing light fixtures, smoke detectors, thermostats, HVAC system should remain in place during abatement” – Please change to “Remove light fixture and install pig tail, thermostats should be preserved, HVAC system should remain in place.”
3. Scope of work document currently says, “Complete removal of damaged floor tiles and mastic as identified in designated units” – Please change to “Complete removal of floor tiles and mastic as identified in de units.”
4. Scope of Work documents currently says, “Complete removal of damaged drywall and joint compound as identified in designated units” – Please change to “Complete removal of drywall and joint compound in units.”
5. The Bid Form for this project currently states “The undersigned agrees to commence actual work on the site with an adequate force & equipment within seven [7] business days of the date of “Notice to Proceed.”” – Please change to “The undersigned agrees to commence actual work on the site with an adequate force & equipment within ten [10] business days of the date of “Notice to Proceed.”” (See Attachment)
6. The Bid Form for this project currently says, “BASE BID: Ninety [90] consecutive calendar days (Monday – Friday) from the Notice to Proceed.” – Please change to “BASE BID: Thirty [30] consecutive calendar days (Monday – Friday) from the Notice to Proceed.” (See Attachment)
7. Section 3 requirements for this project will be waived, the following forms in the current package should not be included with Bid submission: MHA Section 3 Program Guidelines, Section 3 Business Action Plan Outline, and Monthly Section 3 Tracking Report.
8. The current Solicitation Package has the HUD 5370, General Conditions of the Contract for Construction – Please delete and replace with the HUD 5370 – C, General Conditions for Non-Construction Contracts (See Attachment)
9. The current Solicitation Package has the HUD 51000 Series Documents – Please remove these documents as they will not be required.
10. The “WAIVER AND RELEASE OF LIEN” document in the current Solicitation Package has been updated (See Attachment) – Please add updated document to package for submission.
11. Air monitoring will be the responsibility of the Owner, Memphis Housing Authority (MHA)
12. The current Solicitation Package has “MHA Hazardous Material Design Specification (FOR REFERENCE ONLY)” – Please remove and replace with “Limited Asbestos Inspection” (See Attachment)

ATTACHMENTS:

1. Updated Waiver and Release of Lien.
2. Revised Bid Form.
3. HUD 5370 – C, General Conditions for Non-Construction.
4. Limited Asbestos Inspection.

{MUST BE PLACED ON CONTRACTOR LETTERHEAD}

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT, that the undersigned, _____, in consideration of full payment by the Memphis Housing Authority in the Sum of \$_____ receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the undersigned, do hereby release and quit claim all liens, lien rights, claims or demands of any kind whatsoever which the undersigned now has, or may hereafter have, against certain real estate situated in Shelby County and described as _____, Memphis, Tennessee on account of work and labor performed, and/or materials furnished in, or about the improvements made to said property above described.

BY: _____
(President) (Witness)

SUBSCRIBED BEFORE ME this _____ day of _____, 2024.

(Notary Public)

My commission expires _____.

{MUST BE PLACED ON CONSULTANTS/CONTRACTOR LETTERHEAD}

_____, 2024

Memphis Housing Authority
700 Adams Ave
Memphis, TN 38105

RE:

Gentlemen:

_____, certifies that all labor and material furnished and work performed in conjunction with the referenced project, are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year. This warranty commences on _____, 2024 and expires on _____, 2025.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the owner.

Sincerely yours,

(Name)
(Title)

BID FORM
MONTGOMERY PLAZA

Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105

RE: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN

To all prospective bidders:

The undersigned have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment, and services required to undertake the above referenced project in accordance with the Contract Documents. **Please note: MHA reserves the right to not award a contract for this solicitation. MHA also reserves the right to award the contract in its entirety or partially to one or more bidders.**

Having become completely familiar with local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the specifications for such work and other related "Contract Documents" entitled Solicitation # CI 24 B 00680: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN the undersigned hereby proposes and agrees to provide all services, labor, and materials required by them to execute all of the work described by the aforementioned documents for a lump sum price.

ALLOWANCES: All unused allowances shall be deducted from the contract value at the end of the project. Work performed without authorization from the owner will not be acknowledged as extra work. Therefore, a change request for such work will not be considered. Instructions and specified materials in the Construction Documents shall be applicable toward all authorized allowance work. All allowances shall include general conditions, bonds, permits, overhead profit, all direct and indirect costs, etc. The Contractor is to include a \$10,000.00 (ten thousand dollar) General Allowance amount in the Base Bid for construction services for unforeseen conditions not covered in the Contract Documents.

UNIT PRICES: The unit price is an amount proposed by bidders, as per unit price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents increased or decreased. Unit costs shall include all direct and indirect costs necessary to complete the unit of work. Therefore, if necessary, to complete the work, the unit cost shall include, but is not limited to; labor, material, equipment, supervision, GC&P, permitting fees, removal of unwanted materials and transportation.

PHASE A - BASE BID: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN – (See project manual and construction drawings for the detailed scope of work.) including but not limited to removal of all interior building materials.

Montgomery Plaza Addresses:

1. General Conditions, Bonds, Permits, Overhead and Profit, etc: \$ _____

2. General Allowance: \$ 10,000 _____

3. 1392 Kansas, Unit 2 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

4. 1412 Kansas, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

5. 1400 Fairview, Unit 1 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

6. 135 Goodloe, Unit 2 (1 Bedroom): \$ _____

Selective Demolition: \$ _____

7. 1399 Tumberland, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

8. 1399 Tumberland, Unit 2 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

Bidding Documents
Solicitation CI 24 B 00680
Removal of Hazardous Materials
At Montgomery Plaza
Memphis, TN
March 2024

9. 71 W. Olive, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

10. 1380 Kansas, Unit 2 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

BASE BID TOTAL:

\$ _____

Bid Guarantee in the sum of _____ dollars

(\$ _____)

in the form of _____

is submitted herewith in accordance with the Instructions to Bidders.

The undersigned acknowledges the receipt of the following Addenda and has included them in this bid.

NOTICE TO PROCEED

The undersigned agrees to commence actual work on the site with an adequate force & equipment within seven [10] business days of the date of "Notice to Proceed."

CONSTRUCTION TIME

The undersigned agrees to complete all of the work described by the aforementioned "Contract Documents" by **the time as listed below.**

BASE BID: Thirty [30] consecutive calendar days (Monday – Friday) from the Notice to Proceed.

LIQUIDATED DAMAGES

The undersigned agrees to pay, as liquidated damages, the sum of **two hundred dollars and zero cents (\$200.00)** per day for work per day per uncompleted contracting beginning day one after completion date.

PERFORMANCE & PAYMENT BOND

~~For bids greater than \$25,000.00, upon receipt of a written acceptance of this bid, Bidder shall deliver performance & payment bond in accordance to HUD 5369 [10/02], "Instructions to Bidders for Contracts, Public & Indian Housing Programs, page 3, clause 10.~~

BID BOND

~~For bids greater than \$25,000.00, the bid bond or security attached in the sum of _____ dollars [\$ _____] is to become the property of the Owner in the event of the Contract and bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the Owner, who is entitled to the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed. The check shall be made payable to the Memphis Housing Authority.~~

PAYMENT

Payment at the lump sum price bid herein shall include replacement of identified damaged components within the plumbing chase wall per the scope of work. Additional items included herewith as appurtenant and incidental to these work items are all ancillary items associated with said work.

SUBMITTED BY: _____ DATE: _____
[Signature]

NAME & TITLE: _____
[Please print]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, 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:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, 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.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor 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, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) 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 shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor 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 shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor 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 determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 135, 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 135 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

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 135, 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 135. 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 135.
- (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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.
- (b) 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 and outside that contract.



February 14, 2018

Ms. Kelitia Crowder
700 Adams Ave.
Memphis, Tennessee 38105

**RE: Limited Asbestos Inspection
1388 Kansas Street, Apartment #2
Memphis, Tennessee 38106**

Ms. Crowder,

Tioga Environmental Consultants, Inc. completed a limited asbestos inspection at 1388 Kansas Street, Apartment #2 in Memphis, Tennessee. The limited asbestos inspection focused on ceiling texture, all layers of floor tile, and drywall and joint compound in apartment #2 that are going to be disturbed as part of a renovation. No other areas were inspected as part of this limited asbestos inspection.

On the afternoon of February 8th, 2018, Mr. Aaron Bennett, a State of Tennessee accredited professional authorized to conduct Asbestos Activities, performed a visual examination and collected representative samples of building materials to determine whether or not they contain asbestos. Materials that contain greater than one percent (1%) asbestos are classified as asbestos containing materials (ACM).

The focus of the inspection was to locate and document materials of concern that may contain asbestos.

All samples of suspect ACM were submitted under chain-of-custody via FedEx to CEI Labs for analysis. CEI Labs is a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis by Polarized Light Microscopy–Dispersion Staining (PLM-DS).

The following table provides a summary of the findings of this limited asbestos inspection at 1388 Kansas Street, Apartment #2 in Memphis, TN. More detailed information can be seen in the attached CEI Labs laboratory report and chain-of-custody.

Down-to-earth partners. Sky's-the-limit solutions.

1388 Kansas Street, Apartment #2 ASBESTOS SAMPLE LOG SUMMARY			
Material	Homogeneous Area number	Sample Numbers	Results
Ceiling Texture	MHA-1	A	Chrysotile – 3%
		B	Sample Not Analyzed per COC
		C	Sample Not Analyzed per COC
12x12 Brown Floor Tile and Mastic	MHA-2	A	Brown Floor Tile-None Detected Tan Mastic – None Detected Cream Floor Tile- Chrysotile 2% Black Mastic – Chrysotile 5%
		B	Brown Floor Tile-None Detected Tan Mastic – None Detected Sample Not Analyzed per COC Sample Not Analyzed per COC
		C	Brown Floor Tile-None Detected Tan Mastic – None Detected Sample Not Analyzed per COC Sample Not Analyzed per COC
Drywall and Joint Compound	MHA-3	A	Chrysotile - <1% Point Count – Chrysotile 0.22
		B	Chrysotile - <1% Point Count – Chrysotile 0.25
		C	Chrysotile - <1% Point Count – Chrysotile 0.20

CONCLUSION

As noted earlier, materials that contain greater than one percent (1%) asbestos are classified as asbestos containing materials (ACM). Sample results containing <1% asbestos are considered asbestos containing materials (ACM) per the EPA regulatory requirements and it is common practice to perform point count analysis (EPA Method 600) on these samples to more accurately evaluate the quantity of asbestos in these materials. The EPA 600 method was used to further analyze the drywall/joint compound composite samples. The detection limit for the EPA 600 method is 0.25% for 400 point counts meaning if point count analysis identifies a building material with asbestos content of greater than or equal to 0.25% using EPA Method 600, that material is considered asbestos. Three (3) of the materials tested contained asbestos. These materials include the floor tile and mastic, ceiling texture, and the drywall/joint compound walls.

It is important to stipulate that only materials of concern to the Client were sampled from the property. Any additional suspect materials that were not tested at the property should be tested prior to their disturbance to determine whether or not they are ACM. This limited survey is representative only of this apartment unit (1388 Kansas Street, Apartment #2) and should not be interpreted as representing any other apartment unit having renovations conducted at the property.

All materials identified as asbestos-containing should be maintained in good condition to avoid potential fiber release due to disturbance. In the event of demolition or renovation, the State of Tennessee and NESHAP require that all friable ACM and non-friable ACM that could become friable during renovation or demolition activities must be removed by a certified Asbestos Abatement Contractor prior to disturbance.

In all instances, non-certified personnel should not disturb or attempt removal of any of the asbestos-containing materials. OSHA regulation 29 CFR 1926.1101 requires that a qualified, certified Asbestos Abatement Contractor must be retained to perform abatement of ACM prior to demolition or renovation activities at the Property. At no time are non-certified personnel allowed to disturb or remove ACM.

It is recommended that any Asbestos Abatement Contractor retained to perform abatement activities at the facility should be required to maintain proper engineering control measures prior to and during the disturbance of all ACM to ensure protection of human health and safety for personnel involved with this project. These control measures are also required for the protection of the surrounding environment by preventing the possibility of contamination outside of the abatement areas. Appropriate area air and personnel monitoring during the removal of these materials must be conducted as per federal, state, and local regulations.

The following recommendations are based on the findings as identified in the table above and are in general conformance with the State of Tennessee, EPA, NESHAP and OSHA requirements:

- Ceiling texture present on the 1st and 2nd floors is friable surfacing material and is in good condition but should be abated by a licensed asbestos abatement contractor prior to any renovations that may disturb the surfacing materials, releasing asbestos containing fibers.
- The 12x12 cream floor tile and black mastic on the 1st and 2nd floors are non-friable and classified as a Category I material, but because of its damaged condition, we recommend it be removed by a licensed asbestos abatement contractor prior to renovation.
- The Drywall and Joint Compound are non-friable classified as a Category II material. This material can be left in place as long as it is not subjected to sanding, grinding, cutting or abrading, or it can be removed by a licensed asbestos abatement contractor.
- In the event that suspect materials that were not tested as a component of this survey are identified behind walls, beneath floor tile or in any other accessible or inaccessible areas during demolition or renovation, additional testing should be performed to verify that these materials do not contain asbestos.

If you have any questions concerning this report or need any further assistance in the future please don't hesitate to call.

Sincerely,
Tioga Environmental Consultants, Inc.



Aaron Bennett
TN Asbestos Inspector A-I-63009-58766

Enclosure: (1) Laboratory Report, Point Count results, and Chain-of-Custody
(2) Photo Log
(3) Floorplan/Sample Locations
(4) Inspector Credentials

February 12, 2018

Tioga Environmental Consultants
357 North Main Street
Memphis, TN 38103

CLIENT PROJECT: 1388 Kansas St 2; 22906.00
CEI LAB CODE: A18-2239

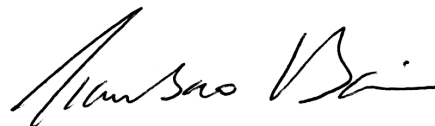
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on February 9, 2018. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Tioga Environmental Consultants

CLIENT PROJECT: 1388 Kansas St 2; 22906.00

LAB CODE: A18-2239

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/12/18

TOTAL SAMPLES ANALYZED: 7

SAMPLES >1% ASBESTOS: 3

TEL: 866-481-1412

www.ceilabs.com

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 1388 Kansas St 2; 22906.00

LAB CODE: A18-2239

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
MHA - 1A		A2621346	White	Ceiling Texture	Chrysotile 3%
MHA - 1B		A2621347		Sample Not Analyzed per COC	
MHA - 1C		A2621348		Sample Not Analyzed per COC	
MHA - 2A		A2621349A	Gray	Floor Tile	None Detected
		A2621349B	Tan	Mastic	None Detected
		A2621349C	Cream	Floor Tile	Chrysotile 2%
		A2621349D	Black	Mastic	Chrysotile 5%
MHA - 2B		A2621350A	Gray	Floor Tile	None Detected
		A2621350B	Tan	Mastic	None Detected
		A2621350C		Sample Not Analyzed per COC	
		A2621350D		Sample Not Analyzed per COC	
MHA - 2C		A2621351A	Gray	Floor Tile	None Detected
		A2621351B	Tan	Mastic	None Detected
		A2621351C		Sample Not Analyzed per COC	
		A2621351D		Sample Not Analyzed per COC	
MHA - 3A		A2621352	White	Drywall/Joint Compound	Chrysotile <1%
MHA - 3B		A2621353	White	Drywall/Joint Compound	Chrysotile <1%
MHA - 3C		A2621354	White	Drywall/Joint Compound	Chrysotile <1%

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Tioga Environmental Consultants
 357 North Main Street
 Memphis, TN 38103

Lab Code: A18-2239
Date Received: 02-09-18
Date Analyzed: 02-09-18
Date Reported: 02-12-18

Project: 1388 Kansas St 2; 22906.00

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
MHA - 1A A2621346	Ceiling Texture	Heterogeneous	2%	Cellulose	8%	Paint	3% Chrysotile
		White			77%	Binder	
		Fibrous			10%	Foam	
		Bound					
MHA - 1B A2621347	Sample Not Analyzed per COC						
MHA - 1C A2621348	Sample Not Analyzed per COC						
MHA - 2A A2621349A	Floor Tile	Homogeneous	2%	Cellulose	60%	Vinyl	None Detected
		Gray			38%	Calc Carb	
		Fibrous Bound					
A2621349B	Mastic	Homogeneous	2%	Cellulose	60%	Mastic	None Detected
		Tan			38%	Calc Carb	
		Fibrous Bound					
A2621349C	Floor Tile	Homogeneous	2%	Cellulose	60%	Vinyl	2% Chrysotile
		Cream			36%	Calc Carb	
		Fibrous					
		Bound					
A2621349D	Mastic	Homogeneous	2%	Cellulose	60%	Mastic	5% Chrysotile
		Black			33%	Calc Carb	
		Fibrous					
		Bound					
MHA - 2B A2621350A	Floor Tile	Homogeneous	2%	Cellulose	60%	Vinyl	None Detected
		Gray			38%	Calc Carb	
		Fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Tioga Environmental Consultants
 357 North Main Street
 Memphis, TN 38103

Lab Code: A18-2239
Date Received: 02-09-18
Date Analyzed: 02-09-18
Date Reported: 02-12-18

Project: 1388 Kansas St 2; 22906.00

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
A2621350B	Mastic	Homogeneous Tan Fibrous Bound	2%	Cellulose	60%	Mastic 38% Calc Carb	None Detected
A2621350C	Sample Not Analyzed per COC						
A2621350D	Sample Not Analyzed per COC						
MHA - 2C A2621351A	Floor Tile	Homogeneous Gray Fibrous Bound	2%	Cellulose	60%	Vinyl 38% Calc Carb	None Detected
A2621351B	Mastic	Homogeneous Tan Fibrous Bound	2%	Cellulose	60%	Mastic 38% Calc Carb	None Detected
A2621351C	Sample Not Analyzed per COC						
A2621351D	Sample Not Analyzed per COC						
MHA - 3A A2621352	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	15%	Cellulose	5%	Paint 15% Calc Carb 65% Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found present only in Joint Compound; 2%. Chrysotile <1% of overall sample.							
MHA - 3B A2621353	Drywall/Joint Compound	Heterogeneous White Fibrous Bound	15%	Cellulose	5%	Paint 15% Calc Carb 65% Gypsum	<1% Chrysotile
Lab Notes: Chrysotile found present only in Joint Compound; 2%. Chrysotile <1% of overall sample.							



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Tioga Environmental Consultants
357 North Main Street
Memphis, TN 38103

Lab Code: A18-2239
Date Received: 02-09-18
Date Analyzed: 02-09-18
Date Reported: 02-12-18

Project: 1388 Kansas St 2; 22906.00

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
MHA - 3C A2621354	Drywall/Joint Compound	Heterogeneous	15%	Cellulose	5%	Paint	<1% Chrysotile
		White			15%	Calc Carb	
		Fibrous			65%	Gypsum	
		Bound					

Lab Notes: Chrysotile found present only in Joint Compound; 2%. Chrysotile <1% of overall sample.

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

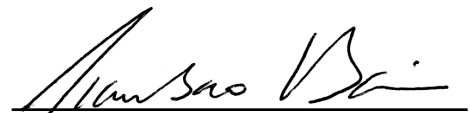
Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST: _____


Shilpa Ladekar

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director



730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

ASBESTOS CHAIN OF CUSTODY

⑨ AS-2239
 A2621346
 1354

LAB USE ONLY:
CEI Lab Code:
CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: <u>Aaron Bennett</u>
Company: <u>Tioga Environmental</u>	Email / Tel: <u>abenett@tiogaenv.com</u>
Address: <u>357 N Main St</u>	Project Name: <u>1388 Kases St #2</u>
<u>Morris, TN 3803</u>	Project ID#: <u>22906.00</u>
Email: <u>abenett@tiogaenv.com</u>	PO #:
Tel: <u>901-791-2432</u> Fax: <u>901-791-2442</u>	STATE SAMPLES COLLECTED IN: <u>TN</u>

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS: <u>Stop at first positive for each HA. analyze drywall and joint compound as composite sample</u>			<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples
Relinquished By:	Date/Time	Received By:	Date/Time
<u>[Signature]</u>	<u>2-8-18 1500</u>	<u>A</u>	<u>2 9 18 910</u>

Samples will be disposed of 30 days after analysis

Page 1 of 2

February 13, 2018

Tioga Environmental Consultants
357 North Main Street
Memphis, TN 38103

CLIENT PROJECT: 1388 Kansas St 2; 22906.00
CEI LAB CODE: A18-2239.1

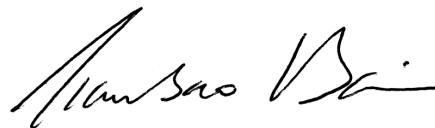
Dear Customer:

Enclosed are asbestos analysis results for PLM bulk samples received at our laboratory on February 12, 2018. The samples were analyzed for asbestos using polarized light microscopy (PLM) point count per the EPA 600 Method.

Sample results containing > 1% asbestos are considered asbestos-containing materials (ACMs) per the EPA regulatory requirements. The detection limit for the EPA 600 method is 0.25% for 400 point counts, or 0.1% for 1,000 point counts.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Tioga Environmental Consultants

CLIENT PROJECT: 1388 Kansas St 2; 22906.00

LAB CODE: A18-2239.1

TEST METHOD: PLM Point Count
EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/13/18

TEL: 866-481-1412

www.ceilabs.com



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Tioga Environmental Consultants
357 North Main Street
Memphis, TN 38103

Lab Code: A18-2239.1
Date Received: 02-12-18
Date Analyzed: 02-13-18
Date Reported: 02-13-18

Project: 1388 Kansas St 2; 22906.00

ASBESTOS POINT COUNT PLM, EPA 600 METHOD

Client ID	Lab ID	Material Description	POINTS		ASBESTOS	
			Total	Asbestos	%	
MHA - 3A	A2621352	Joint Compound	400	9	2.2%	Chrysotile
	A2621352	Drywall/Joint Compound (Composite Result from Point Count)	400		0.22	Chrysotile
Lab Notes: Sample contain only 10% of Joint Compound overall.						
MHA - 3B	A2621353	Joint Compound	400	10	2.5%	Chrysotile
	A2621353	Drywall/Joint Compound (Composite Result from Point Count)	400		0.25	Chrysotile
Lab Notes: Sample contain only 10% of Joint Compound overall.						
MHA - 3C	A2621354	Joint Compound	400	8	2%	Chrysotile
	A2621354	Drywall/Joint Compound (Composite Result from Point Count)	400		0.20	Chrysotile
Lab Notes: Sample contain only 10% of Joint Compound overall.						

LEGEND: None

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: 0.25% by 400 points or 0.1% by 1,000 points

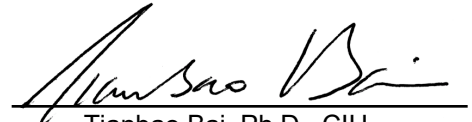
REGULATORY LIMIT: >1% by weight

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. Estimated measurement of uncertainty is available on request. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST: _____


Shilpa Ladekar

APPROVED BY: _____


Tianbao Bai, Ph.D., CIH
Laboratory Director

CEI Labs

From: Aaron Bennett <abennett@tiogaenv.com>
Sent: Monday, February 12, 2018 3:22 PM
To: CEI Labs
Subject: RE: Laboratory Report for 1388 Kansas St 2; 22906.00 (A18-2239)

24 hour would be fine.

Thanks,
Aaron

Get [Outlook for Android](#)

From: CEI Labs <asbestos@ceilabs.com>
Sent: Monday, February 12, 2018 2:09:27 PM
To: Aaron Bennett
Subject: RE: Laboratory Report for 1388 Kansas St 2; 22906.00 (A18-2239)

No problem, what TAT would you like?

-Kassidy

From: Aaron Bennett [mailto:abennett@tiogaenv.com]
Sent: Monday, February 12, 2018 3:07 PM
To: CEI Labs <asbestos@ceilabs.com>
Subject: Re: Laboratory Report for 1388 Kansas St 2; 22906.00 (A18-2239)

Can we get samples MHA-3A, MHA-3B, and MHA-3C point counted?

Thanks,

Aaron Bennett

Project Coordinator

Tioga Environmental Consultants, Inc.

357 North Main Street

Memphis, TN 38103

Phone: 901.791.2432 **Fax:** 901.791.2442

Cell: 901.491.0011 **Email:** abennett@tiogaenv.com

Web: www.tiogaenv.com

From: CEI Labs <asbestos@ceilabs.com>
Sent: Monday, February 12, 2018 11:14:02 AM
To: Maggie Strom; Phillip Gardner; Aaron Bennett
Subject: Laboratory Report for 1388 Kansas St 2; 22906.00 (A18-2239)

Attached is the laboratory report for your recently submitted samples. Please print out a copy for your records.



Tioga

ENVIRONMENTAL CONSULTANTS

PHOTOGRAPHIC LOG

Client Name:
Kelitia Crowder

Site Location: Montgomery Plaza Apartments
1388 Kansas St. #2 Memphis, TN

Project No.
22906.00

Photo #
1

Date:
2/8/2018

Description:

Apartment Address



Photo #
2

Date:
2/8/2018

Description:

Apartment Number





Tioga

ENVIRONMENTAL CONSULTANTS

PHOTOGRAPHIC LOG

Client Name:
Kelitia Crowder

Site Location: Montgomery Plaza Apartments
1388 Kansas St. #2 Memphis, TN

Project No.
22906.00

Photo #
1

Date:
2/8/2018

Description:

South East Upstairs
Bedroom

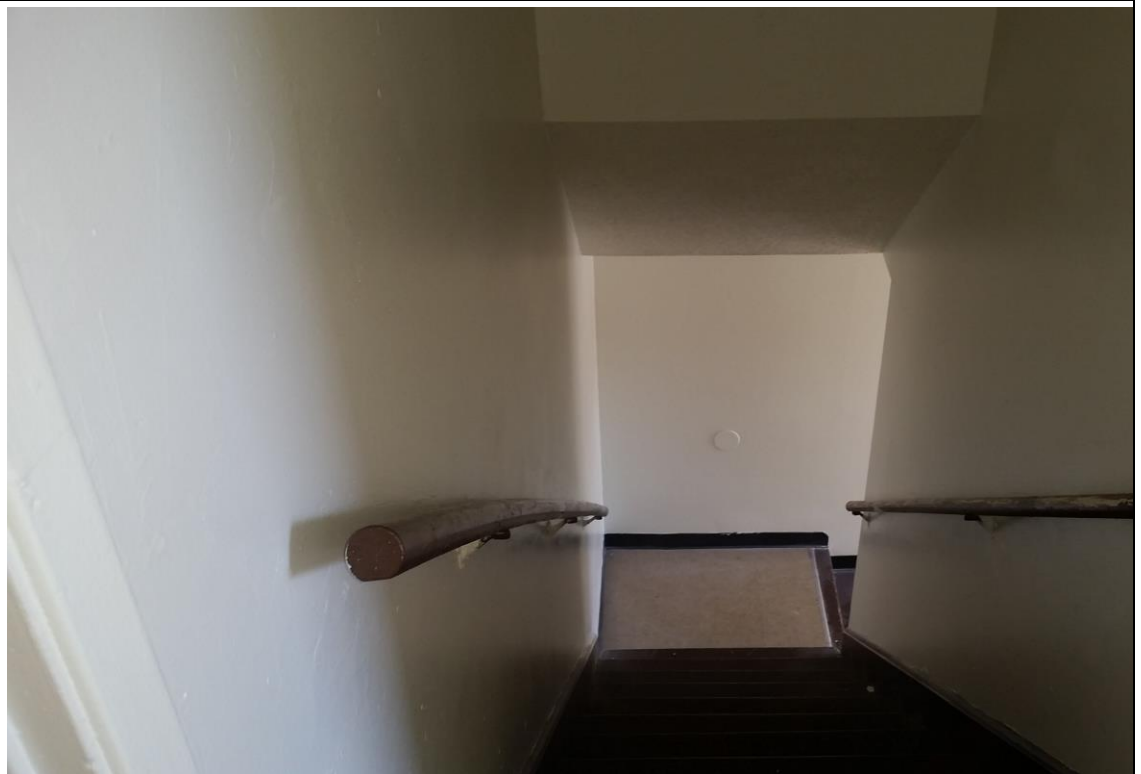


Photo #
2

Date:
2/8/2018

Description:

Stairwell





Tioga

ENVIRONMENTAL CONSULTANTS

PHOTOGRAPHIC LOG

Client Name:
Kelitia Crowder

Site Location: Montgomery Plaza Apartments
1388 Kansas St. #2 Memphis, TN

Project No.
22906.00

Photo #
1

Date:
2/8/2018

Description:

Bathroom



Photo #
2

Date:
2/8/2018

Description:

Living Room





Tioga

ENVIRONMENTAL CONSULTANTS

PHOTOGRAPHIC LOG

Client Name:
Kelitia Crowder

Site Location: Montgomery Plaza Apartments
1388 Kansas St. #2 Memphis, TN

Project No.
22906.00

Photo #
1

Date:
2/8/2018

Description:

Kitchen



Photo #
2

Date:
2/8/2018

Description:

Ceiling Texture





Tioga

ENVIRONMENTAL CONSULTANTS

PHOTOGRAPHIC LOG

Client Name:
Kelitia Crowder

Site Location: Montgomery Plaza Apartments
1388 Kansas St. #2 Memphis, TN

Project No.
22906.00

Photo #
1

Date:
2/8/2018

Description:

12x12 Brown Floor Tile



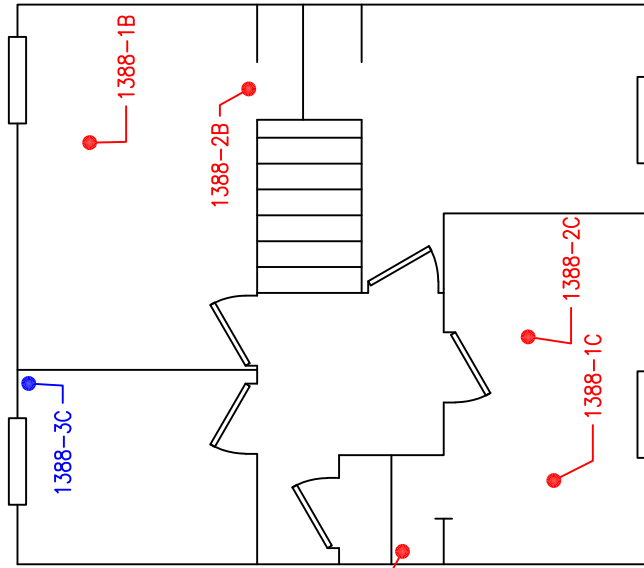
Photo #
2

Date:
2/8/2018

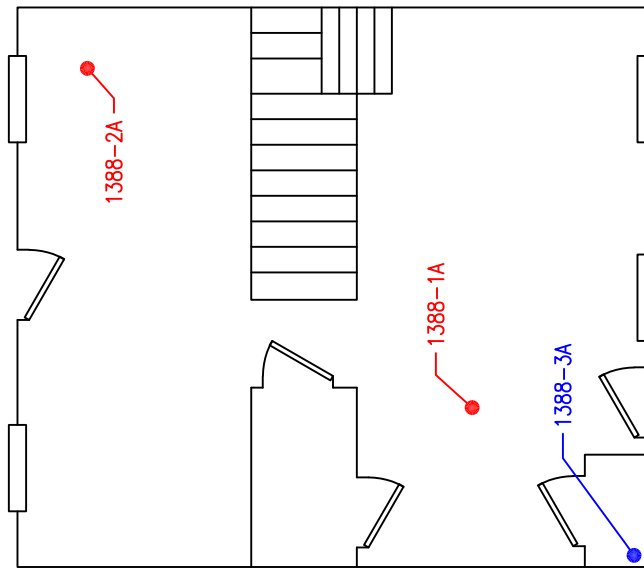
Description:

Drywall and Joint Compound

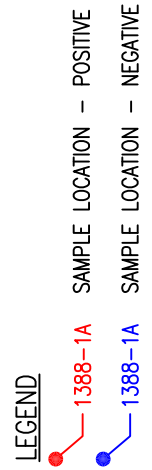




SECOND FLOOR



FIRST FLOOR



NOT TO SCALE



Tioga
ENVIRONMENTAL CONSULTANTS

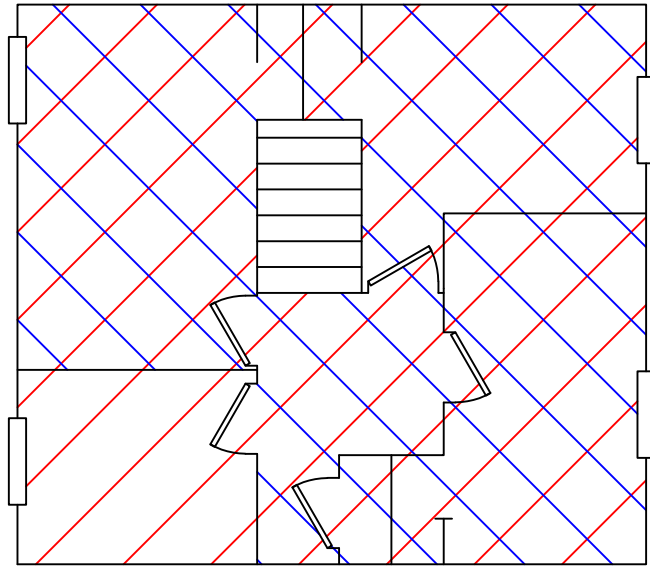
**MONTGOMERY PLAZA
ASBESTOS SUREVY**

LOCATION:
1388 KANSAS ST #2, MEMPHIS, TN

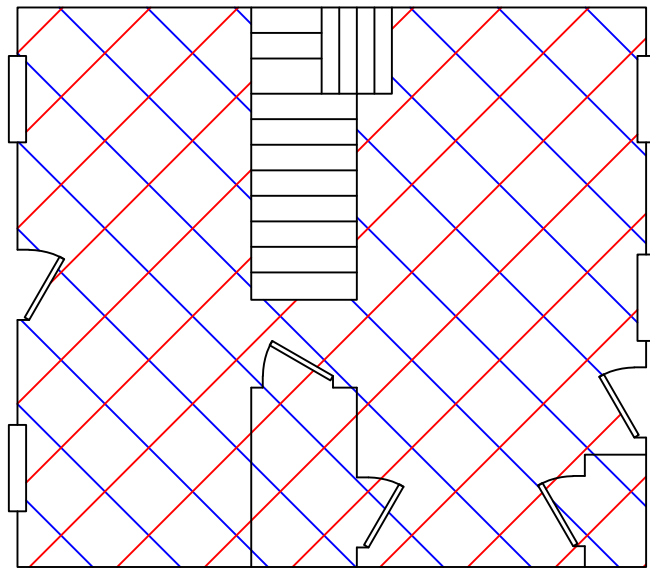
DESCRIPTION:
SUSPECT ACM SAMPLE LOCATIONS

DATE:
FEBRUARY 2018

PROJECT #:
22906.00



SECOND FLOOR



FIRST FLOOR

LEGEND

 12' X 12' BROWN FLOOR TILE

 CEILING TEXTURE



NOT TO SCALE



Tioga
ENVIRONMENTAL CONSULTANTS

MONTGOMERY PLAZA
ASBESTOS SUREVY

LOCATION:
1388 KANSAS ST #2, MEMPHIS, TN

DATE:
FEBRUARY 2018

DESCRIPTION:
ACM LOCATIONS

PROJECT #:
22906.00



THE STATE OF TENNESSEE

Department of Environment and Conservation Division of Solid Waste Management
Toxic Substances Program
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor Nashville TN 37243

By virtue of the authority vested by the Division of Solid Waste Management, the Company named below is hereby accredited to offer and/or conduct Asbestos activities pursuant to Rule 1200-01-20:

Tioga Environmental Consultants, Inc.

357 N. Main Street Memphis TN, 38103

to conduct ASBESTOS ACTIVITIES in schools or public and commercial buildings in Tennessee. This firm is responsible for compliance with the applicable requirements of Rule 1200-01-20.

Discipline	Type	Accreditation Number	Effective Date	Expiration Date
Accreditation	Re-Accreditation	A-F-718-54489	December 01, 2016	December 31, 2017

THE STATE OF TENNESSEE
Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program

71436-3226



Aaron D. Bennett
DOB 07-Dec-1989 Sex M HGT 6'0" WGT 260

Discipline	Accreditation	Expiration
Inspector	A-I-63009-58766	May-31-2018
Project Monitor	A-PM-63009-58118	Feb-28-2018

Initial 1/17/2017

Asbestos Accreditation



Given under the Seal of the State of Tennessee in Nashville.

This 9th Day of December 2016

Division of Solid Waste Management
Toxic Substance Program

CN-1324 (Rev 6/13)

RDA-3020