INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2015-216

ABATEMENT AND DEMOLITION FOR RESIDENTIAL STRUCTURE LOCATED AT 507 W. OUTER DRIVE

(NOTE – REMOVAL OF RETAINING WALL, TREE STUMPS, METAL STORAGE BUILDING, AND CLOTHES LINE STRUCTURES REQUIRED AS WELL FOR THIS PROJECT)

BID OPENING

November 25, 2014
2:00 p.m., Local Time

at the
Materials Management Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001

Telephone: (865) 425-1819
Fax: (865) 482-8475
Attn: Lyn Majeski
Email: LMajeski@oakridgetn.gov

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2015-216 **November 12, 2014**

Project: Abatement and Demolition for Residential Structure – 507 W. Outer Drive

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m. local time, November 25, 2014, then publicly opened in the Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications/Scope of Work)

All bids must be completed and submitted on the Bid Form provided. All options must be bid unless the Bid Form provides otherwise. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

Prices

The Bidder shall submit LUMP SUM bid prices as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

References

With the bid, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

Bid Surety

The requirement for a bid bond has been waived by the City.

Completion and Performance Bond

The City has waived the requirement for a completion and performance bond for this project.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

Timeframe for Completion

Work shall commence within twelve (12) business days after the Contractor's receipt of a written Notice to Proceed from the City and shall be completed within ten (10) business days of commencement, unless an alternate schedule is approved by the parties in writing.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

SPECIFICATIONS/SCOPE OF WORK

Background on Property

This regulated residential structure is located at 507 W. Outer Drive, in Oak Ridge, Tennessee (GPS Coordinates: N36° 01.266´ W084° 16.540´) (Property). The Property and project is owned by the City of Oak Ridge, Tennessee and is either totally or partially funded by way of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) voluntary acquisition process. This property has been deemed unsafe/unfit for human occupation and use and ordered demolished for possible future redevelopment.

The City has contracted with ES&H, Inc., to conduct environmental assessments of the Property. See 32-page attachment from ES&H which contains the Hazardous Material Assessment.

Scope of Work

The Demolition Contractor (hereinafter "Contractor or Demolition Contractor") shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Invitation to Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter "Work"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Description of Project

The City of Oak Ridge is seeking a qualified contractor to provide the remediation services (abatement of asbestos and hazardous material) and complete demolition (removal of structure(s), foundations, basement, utility service & waste lines and tanks, concrete slabs, walkways, driveways, decks/porches, fence (if applicable), retaining wall, seven (7) tree stumps, one (1) metal storage building, two (2) clothes line structures, nuisance vegetation, all trash/debris and accessory structures of the one (1) dilapidated public nuisance residential dwelling listed above) (Property). Backfill and finish lot grading with seed and stabilization is included in this bid. The Property is so deteriorated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human occupation or use, and as such, it is unreasonable to repair the structure(s). Per HUD CDBG guidelines, the City shall cause the structure(s) to be environmentally abated and demolished in accordance with the City Code.

The dilapidated structure identified in this Invitation to Bid has been tested for the presence of asbestos containing materials (ACM) and household hazardous waste. An Environmental Assessment Report has been prepared for each structure. These reports are attached to the Invitation to Bid.

The Demolition Contractor shall complete or subcontract to an Environmental Remediation Contractor for the abatement of asbestos and household hazardous waste as listed in the Assessment Report. Actual demolition activity shall not begin until after a "post-visual inspection" is conducted and approved by the City contracted Environmental Assessment company and the City's Project Manager.

Should previously undetected quantities of ACM or other regulated wastes be discovered during remediation, the demolition work shall stop and the Contractor shall immediately notify the City Project Manager. The Project Manager shall inspect the structure and determine if further remediation is warranted. If deemed warranted, demolition of the structure may be delayed because of such discovery and the resultant remediation work. Demolition may not resume until abatement has been completed.

Utility disconnection services are not a part of this bid. The utilities for the structures listed will be disconnected by the City upon receipt of a completed demolition permit. The Contractor must allow at least one (1) calendar week for disconnection prior to the start of demolition activity. The actual demolition permit will be issued after all utilities have been confirmed disconnected.

The Environmental Remediation Contractor performing the remediation work must hold all required State of Tennessee licenses and permits for Asbestos abatement activities and all staff performing work within the regulated work area (hot zone) must have all required training and certifications. The remediation work must be performed by the contractor possessing the Asbestos Abatement Contractors License. An asbestos licensed Contractor/Supervisor must be onsite at all times during remediation.

The Contractor shall demolish the entire structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed. Once demolition starts, every effort must be made to raze the structure and remove all debris within the work day. Backfill can be delayed as long as the property is secured with fencing up to a maximum of five (5) business days. The dirt being held up by the retaining wall shall be sloped back into the basement area of the residential structure after demolition of the residential structure. The Contractor shall install erosion control for the new slope with dormant winter seeding/straw or matting.

After the environmental abatement is complete, the Contractor must provide a continuous spray of clean water on the demolition site as needed during actual demolition operation to reduce if not eliminate visible emissions of dust.

Types of Debris, Debris Ownership and Hauling Responsibilities

Once the Contractor begins activity on a site, all debris generated is the responsibility of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in this scope of work. The City is the generator of the debris. The Contractor has salvage rights to all materials. The Contractor shall ensure that all loads are properly secured and transported without threat or harm to the general public, private property and public infrastructure.

Disposal of Asbestos Containing Material (ACM) – Non-Friable and Friable

Non-Friable: The Environmental Remediation Contractor must dispose of non-friable asbestos containing materials at an approved landfill as specified in the Contractor's bid.

Friable: The Environmental Remediation Contractor must dispose of friable asbestos containing materials at an approved landfill as specified in the Contractor's bid.

Disposal of Household Hazardous Waste Material (HHWM)

Remove HHWM identified in the Environmental Assessment Reports. Household hazardous waste materials include drain cleaners, paint thinners, bleach, fertilizers, camp fuel, etc.; mercury thermostats; batteries; fluorescent tubes. HHWM must be disposed at an approved landfill as specified in the Contractor's bid.

Sort HHWM before delivery to AGENCY as directed by AGENCY personnel. This will include identifying and separating "unknown" chemicals as noted in the Assessment Reports.

Disposal of White Goods (aka Appliances) and Tires

Remove White Goods and automotive tires per the Assessment Report inventory. White Goods may include refrigerators, freezers, dryers, clothes washers, water heaters, stoves, dishwashers, dehumidifiers, microwaves, trash compactors, humidifiers, air conditioners. White Goods that have been significantly damaged (mangled, crushed, not upright, lines cut) must be accompanied by a written statement declaring how damage occurred, if known, before arriving at AGENCY. The Environmental Remediation Contractor will clean out appliances, especially refrigerators and freezers, before delivering to the AGENCY or additional charges will be incurred by the Contractor. If available, White Goods and tires must be recycled per the AGENCY's requirements.

It is not mandated that the concrete be hauled to the Landfill. Bidders may salvage the concrete. If the salvage option is taken, the bidder must (1) state in writing on the Bid Submittal Form where the concrete is going and (2) how it will be used.

Lead Based Paint Abatement

Lead based paint materials will not be abated prior to demolition. Any materials containing lead based paint should be disposed of in the landfill. If the Contractor chooses to recycle painted concrete, then all applicable laws, standards and regulations shall apply to the Contractor for that activity. The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) have established standards to protect workers from overexposure to lead. OSHA'S Lead-in-Construction rule, contained in 29CFR1926.62, regulates work practices and procedures which must be followed when working around suspected lead. Contractor shall submit a written notification to the PROJECT MANAGER within two (2) business days if the required initial assessment meets or exceeds "Action Level" criteria for any specific job site.

Compliance with Laws

The Contractor and all Subcontractors shall be responsible for compliance with all federal, state, county and municipal laws, ordinances, rules, standards and regulations related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA and the Tennessee DEC. These requirements include (but are not limited to) good demolition practices.

The Contractor shall obtain all applicable City permits and utility locates as required to perform the work specified by this agreement prior to any demolition commencing. The City's Code Enforcement Division will provide the City demolition permit application with pertinent information to include the disconnect completion of utilities.

Work Hours and Restrictions

Hours of work at individual lots must adhere to the City noise ordinance. In residential areas work may be performed during the hours of 7:00 am to 6:30 pm, Monday through Saturday, except otherwise indicated.

Standards

Each entity engaged in any part of the Project is required to be familiar with industry standards applicable to that entities' construction activity. The Contractor shall maintain work sites to appropriate use standards, safety standards, and regulatory requirements. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Project Manager reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements. Copies of applicable standards shall be readily available at the project job site.

Pre Demolition Conference

Before Work is started, a conference attended by the City's Project Manager, the Demolition Contractor and others as appropriate will be held to:

1. Inspect and discuss condition of construction to be demolished.

2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review and finalize protection requirements.

4. Review procedures for noise control and dust control.

Preparatory Operations

Before the start of the demolition job, the Contractor shall take a number of steps to safeguard the health and safety of workers in accordance with all Federal, State and Local regulations at the job site. A competent person, experienced in all phases of demolition work including safety issues shall perform the planning work. A suitable location shall be designated at the job site with written plans/procedures, emergency information and equipment. Employees shall be trained in evacuation procedures in the event of workplace emergencies.

Services and First Aid

The Contractor shall make provisions for prompt medical attention in case of serious injury. The location and the most direct accessible route to the nearest hospital and the telephone numbers of the hospital and the ambulance must be posted at the job site. (Exception: If it is practically infeasible to post required information in accordance to this section, it must be identifiable and readily available for all onsite workers). A proper First Aid kit and proper equipment for prompt transportation of an injured employee, as well as a communication system to contact an ambulance must be available at the job site.

Fire Prevention and Protection

Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

Smoking shall be prohibited in construction areas.

All welding or cutting operations, combustion-type temporary heating units, and similar sources of fire ignition shall be supervised according to requirements of authorities having jurisdiction and Hot Work Plan.

The Contractor is responsible for developing and supervising a fire protection program and for providing the necessary firefighting equipment at the job site. This program shall outline the assignments of essential personnel in case of a fire and provide an evacuation plan for workers on the site. The program shall contain provisions for securing hot work permits and instructions for shutting down all burning and hot work operations one hour before the end of the work shift. Review needs with local fire department and establish procedures to be followed. The Oak Ridge Fire Department must be called for all fires. Instruct personnel in methods and procedures. Post warnings and information.

Property Damage

The Contractor shall be legally and financially responsible for all damages caused by this environmental abatement demolition activity performed under this bid to public and private property. The Contractor shall have one lead individual per every work crew who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property, including trees and vegetation, is damaged by the Contractor and not repaired or resolved on a timely basis to the satisfaction of the City, the City has the option of having the damage repaired at the Contractor‘s expense to be reimbursed to the City or withheld from the Contractor’s future payments.

Site Security

The Contractor shall demolish the entire structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed.

It shall be the Contractor’s responsibility to secure the site by whatever means necessary to prevent unauthorized entry. The Contractor shall remove all debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Project Manager.

Prior to, or during demolition

If it is determined by the Project Manager that a significant job site security and or safety risk exists, the following activities shall be required to be put in place by the Contractor. Otherwise, the Contractor must at all times take reasonable or other contracted steps necessary to ensure that each job site is maintained in a safe, secure and clean condition until final completion and acceptance by the Project Manager.

Pedestrian Protection

The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by the International Building Code 2012 and City Code. Pedestrians shall be protected during construction, remodeling and demolition activities as required and signs shall be provided by the Contractor to direct pedestrian traffic.

Fencing

Temporary barricade type fence shall be erected prior to the commencement of demolition activities to prevent access by the public. Such fence shall be: (1) At least four feet high. (2) Consistently restrictive from top to grade. (3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before demolition begins and shall not be removed until the backfill is completed.

Temporary Signs

Provide warning signs for site fencing as described above. Unauthorized signs are not permitted. The Contractor will provide and install project identification sign.

Temporary Use of Streets, Alleys and Public Property

Storage and Handling of Materials

The temporary use of streets or public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and by the adopted International Building Code 2012 City of Oak Ridge Municipal Code.

Pre-loading is permissible, but trucks, cargo boxes, roll-offs, trailers, and etc. must be kept in a secured area and, if necessary, tarped for the public health and safety. The secured area may be located within perimeter of the demolition site or a designated location if the demolition area is not acceptable for overnight storage. The City's Project Manager will have final approval regarding pre-loading and secure storage.

Obstructions

Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6096 mm) of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.

Temporary Utility Installation

General

Install temporary service or connect to existing service. Arrange with utility company, Project Manager, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

Water Service

The Contractor has the option to use utilize the municipal water system using fire hydrant connections and a City of Oak Ridge issued water meter OR the Contractor may use self-provided tankers as long as they provide adequate potable water and are not an obstruction.

If the Contractor elects to use the City water supply via fire hydrant, the Contractor must contact Rick Irwin or Scott Jackson in the Public Works Department at (865) 425-1875, must indicate this is a City demolition project, must provide all of the Contractor's contact information, and must show proof of a City issued demolition permit requesting the water meter to be delivered to the project site on a specified date and time. The water meter will be provided to the Contractor in good working order free of charge or deposit. Water used exclusively for the purposes of this demolition contract shall be free of charge. The Contractor is required to return the same water meter to the City in good working order as soon possible after it is no longer needed. If the Contractor damages or loses the City issued water meter, a fee of $1,500.00 shall be immediately assessed against the Contractor. The City reserves the right and shall withhold any and all contract payment(s) until the water meter is returned in good working order or until the damage or loss assessment fee is paid in full.

The Contractor must submit water meter fee and/or proof of meter return with project completion invoice in order to receive payment for work performed under this contract."

Sanitary Facilities

Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

Electric Power Service

Temporary electrical power will be by the Contractor provided generator only.

Traffic Controls

1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

3. Provide and operate temporary traffic control signals at designated intersections, and traffic control signage as needed for temporary closure of public roads and streets.

4. If traffic modifications are required, the Contractor shall coordinate all activities with the City's Police Department prior to any traffic control setup. The City or the Project Manager will determine locations that will require traffic control.

Contractor's Employees

The Contractor agrees to staff each project with personnel experienced in the nature of the work and having appropriate training, skills, and required credentials to accomplish the work's objectives. The Contractor will maintain continuity of its staff assigned to the work to the fullest extent possible throughout the term of this Agreement.

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

The Contractor shall be responsible for providing protective gear and equipment to its agents and employees, and for ensuring its proper utilization under all current applicable OSHA regulations. Anyone in the secure demolition area must be wearing appropriate protective equipment at all times. This would include, but not be limited, to hard hats and safety vests.

The Contractor will fully and sufficiently inform its staff of the nature of the work and the hazards inherent in performing the work, and shall inform its subcontractors of the same.

The work shall be performed in accordance with the requirements, standards, specifications and schedules set forth, and all applicable regulations or policies of the U. S. Environmental Protection Agency, Tennessee Department of Environment and Conservation, or any other regulatory agency that has jurisdiction over the work. All regulatory or contractual interpretations shall be made by the applicable regulatory authority or the City and shall be final.

The work shall be diligently and continuously performed in order that said work is completed within the time frame as specified by the City.

The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this Contract.

The Contractor's employees and sub-contractor employees shall each wear distinctive company clothing or hard hats with permanent markings identifying their respective employer at all times while within the project buildings and at all times while on site.

If, in the opinion of the City or the Project Manager, an employee of the Contractor or Contractor's subcontractor(s) is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this Contract.

The Contractor shall provide a main phone number and a backup phone number that will be answered 24/7.

Archaeology

The sites may be archeologically sensitive. The demolition footprint shall have minimal ground disturbance. In the event that archeological deposits (soils, artifacts and features such as cisterns, privies, alluvial wells and the like), or other remnants of human activity are uncovered, or if archeological deposits are found during excavation, the project will be halted immediately in the vicinity of the discovery, and the CONTRACTOR will inform the City's PROJECT MANAGER and take reasonable measures to avoid or minimize harm to finds. Work in the sensitive area cannot resume until CONTRACTOR is notified by the PROJECT MANAGER.
Septic Tanks – If discovery of a septic tank takes place during demolition, the CONTRACTOR is required to have it pumped by a certified licensed pumping service, collapsed and then backfilled as stated below.

Backfilling and Finishing

The Contractor shall obtain inspection and approval from the City's Code Enforcment Division or designee prior to backfilling all excavations, holes or depressions on the demolition site. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions within the demolition site shall be filled and compacted with sand or earthen fill.

A 6 inch layer (in place thickness) of tillable topsoil shall be spread over areas impacted by the demolition removals and/or areas excavated and filled to provide positive surface drainage and to establish a finished site grade consistent with adjacent grades. Final grading must be raked level and surface rocks larger than one (1) inch removed prior to seeding.

Adjacent grades, when referred to in these specifications, means approximate existing elevation of the ground surrounding a basement, or other excavated or depressed area, at the distance of 5 feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the area. Stable, uniform grade for at least sixty days after the date when the job is reported "finished" is required. If the backfill materials were frozen when used or any other settling of the backfilled area occurs, causing unacceptable settling during the first sixty days after the ground is free of frost, the Contractor shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section, shall repair or replace any structures, vegetation or topography which was destroyed, damaged, moved or changed in conjunction with, or by reason of, the wrecking operation. Such repairs, replacement or restitution shall be based upon and consistent with the grade, appearance and state of repair which existed prior to the start of the demolition work. The backfill shall be compacted to 95 percent of the maximum dry density as set forth in ASTM Test Method D698. Random QA/QC may be completed by the City's Project Manager. The Contractor will provide for the service of an independent testing laboratory to perform tests if required. Copies of documentation verifying these tests have been completed shall be submitted with the project invoices.

Seeding

The topsoil shall be covered with appropriate and adequate seeding so as to ensure a healthy and uniform grass growth.

Cleanup

All pieces, parts, scraps, debris, rubbish, wood and organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises daily. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, wood, concrete, and masonry rubble in their entirety; examples: Concrete or brick floors of basements, or of areaways, stairways, stairwells or depressed structures shall be completely removed. Concrete slabs on ground of basement-less buildings and foundations shall be broken up and removed from the site. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar; whichever is required to completely eliminate the hazard.

Sidewalks, Driveways

City sidewalks running parallel to the street and the driveway portion for the street to the sidewalk are to be left intact, however, if they are damaged during demolition, they are to be removed and replaced at the Contractor's own expense. Private or approach walks and drives shall be removed. Damaged walks and aprons shall be noted by the Contractor and the Project Manager. The Contractor will not be responsible for repairing documented pre-existing damage.

Outbuildings / Fences / Misc. Debris

Outbuildings such as sheds, garages are identified on the Bid Submittal Form. Fences shall not be removed until authorization is provided by the Project Manager. Miscellaneous debris shall be removed and the lot shall be left clean and free of all debris.

Transporting and Disposal

The Contractor acknowledges, represents and warrants to the CITY that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks shall have a solid tailgate made out of metal.

The Contractor shall ensure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris. All loads are required to be tarped.

Appliances

All appliances are considered to be asbestos contaminated and will be housed with the other materials from the demolition. Freon will not be removed from any appliances. Appliances will not be demanufactured. All appliances shall be landfilled.

Heating Oil Tanks

Some buildings may have heating oil tanks. The heating oil tanks shall be pumped of all fluids into an appropriate container. The Contractor shall ensure tanks are decontaminated and taken to a metal recycler as part of this contract.

REAL ESTATE ASSESSMENT DATA

Attached is a three (3) page Real Estate Assessment Data report from the State of Tennessee Comptroller of the Treasury.

State of Tennessee Comptroller of the Treasury

Real Estate Assessment Data

County Number: 001 **County Name:** ANDERSON **Tax Year:** 2014

Property Owner and Mailing Address

Jan 1 Owner:
~~BROOKS DOUGLAS W~~
~~PO BOX 156~~
~~COALFIELD , TN 37719~~

City of Oak Ridge
CDBG Purchase

Property Location

GPS Coordinates: N36° 01.366´ W084° 16.540´

Address: W OUTER DR 507

Map:	Grp:	Ctrl Map:	Parcel:	PI:	S/I:
099B	A	099B	037.00		000

Value Information

Reappraisal Year: 2010

Land Mkt Value:	$18,000
Improvement Value:	$6,800
Total Market Appraisal:	$24,800
Assessment %:	25
Assessment:	$6,200

General Information

Class:	00 - RESIDENTIAL		
City #:	549	**City:**	OAK RIDGE
SSD1:	000	**SSD2:**	000
District:	02	**Mkt Area:**	G01
# Bldgs:	1	**# Mobile Homes:**	0
Utilities - Water:	01 - PUBLIC / PUBLIC	**Utilities - Sewer:**	01 - PUBLIC / PUBLIC
Utilities - Elec:	01 - PUBLIC / PUBLIC	**Utilities - Gas:**	03 - PUBLIC / INDIVIDUAL

Utilities - Gas Type:	**Zoning:**

Subdivision Data

Subdivision: QLOCK 0B11 LOT 0035

Plat Bk:	Plat Pg:	Block:	Lot:

Additional Description

02 013BZ 013BZ03500 000

Building Information

Building # 1

Improvement Type:	01 - SINGLE FAMILY	**Stories:**	1
Base Area Sq. Ft.:	774		
Foundation:	02 - CONTINUOUS FOOTING	**Floor System:**	04 - WOOD W/ SUB FLOOR
Exterior Wall:	04 - SIDING AVERAGE	**Structural Frame:**	00 - NONE
Roof Framing:	02 - GABLE/HIP	**Roof Cover/Deck:**	03 - COMPOSITION SHINGLE
Cabinet/Millwork:	03 - AVERAGE	**Floor Finish:**	05 - VINYL ASBESTOS TILE
Interior Finish:	07 - DRYWALL	**Paint/Decor:**	03 - AVERAGE
Bath Tile:	00 - NONE	**Electrical:**	02 - BELOW AVERAGE
Heat and A/C:	08 - HEAT & COOLING PKG	**Plumbing Fixtures:**	6
Shape:	01 - RECTANGULAR DESIGN	**Quality:**	01 - AVERAGE
Act Yr Built:	1943	**Condition:**	A - AVERAGE

Building Areas:

Area:	BMU	**Sq Ft:**	774
Area:	BAS	**Sq Ft:**	774

Extra Features

Bldg/Card#	Type	Description	Units
1	SHED		1
1	PATIO	8X16	128
1	PATIO	8X14	112

Sale Information

Sale Date	Price	Deed Book	Page	Vac/Imp	Type Instrument	Qualification
07/29/2011	$5,000	1544	1987	IMPROVED	WD	B
03/27/1989	$0	L-17	212			
02/25/1989	$26,000	K-17	605	IMPROVED	WD	A
02/24/1989	$26,000	K-17	602	IMPROVED	WD	A

Land Information

Deed Acres: 0.21 **Calc Acres:** 0.00 **Total Land Units:** 1.00

Land Type: 04 - IMP SITE **Soil Class:** **Units:** 1.00

View GIS Map for this Parcel

New Search | Glossary of Terms | How to Search | Fact Sheet

Real Estate Assessment Data Home Page | Division of Property Assessments Home Page | Comptroller of the Treasury Home Page | State of Tennessee Home Page

MAPS AND PHOTOGRAPHS

Attached is a map and photographs of the Property. Three (3) page attachment.

507 W. Outer Drive Oak Ridge, TN 37830 Abatement / Demolition

507 W. Outer Dr. Oak Ridge, TN 37830 21July2014 Retaining Wall

507 W. Outer Dr. Oak Ridge, TN 37830 21July2014 Retaining Wall

HAZARDOUS MATERIALS SURVEY REPORT

Attached is a thirty-two (32) page Hazardous Materials Assessment report from ES&H, Inc.

940 Sanctuary Lane • Knoxville, TN 37932 • 865.671.2374 • FAX 855.299.8370 • www.eshinc.com

September 18, 2014

Matt Widner
Community Development
City of Oak Ridge
200 S. Tulane Ave.
Oak Ridge, TN 37830

Re: Hazardous Materials Assessment
507 W. Outer Drive; Oak Ridge, TN
ES&H, Inc. Project Number: 3063-006

Mr. Widner:

The City of Oak Ridge has retained Environmental, Safety & Health, Inc. (ES&H, Inc.) to conduct a Hazardous Materials Assessment within the above mentioned structure located in Oak Ridge, TN. ES&H, Inc. conducted the Hazardous Materials assessment of the aforementioned structure on September 8, 2014. This assessment included the identification and sample collection of suspect Asbestos Containing Materials (ACM) as well as other hazardous materials within the structure referenced above.

Based on the findings from the assessment, ***Two (2) homogeneous area(s) were confirmed positive for ACM.***

Enclosed is a copy of the Assessment Report including Analytical Laboratory Results, Photo Documentation, and Facility Diagram including sample numbers and locations.

We appreciate the opportunity to support The City of Oak Ridge and look forward to working together on future projects.

Regards,
ES&H, Inc.

Erik W. Cueto
Project Manager

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3
STRUCTURE DESCRIPTION 3
DISCLAIMER 3
SURVEY METHODOLOGY 4
ASBESTOS CONTAINING MATERIALS SURVEY METHODOLOGY AND REGULATORY BACKGROUND 4
ASBESTOS SAMPLING PROTOCOL 5
OTHER HAZARDOUS MATERIALS 6
Mercury 6
Polychlorinated Biphenyl Compounds (PCB's) 6
Ozone Depleting Substances (ODS) 7
Miscellaneous Hazardous Substances 7
CONCLUSIONS & RECOMMENDATIONS 8
APPENDIX A 11
APPENDIX B 25
APPENDIX C 27
APPENDIX D 30

EXECUTIVE SUMMARY

The City of Oak Ridge retained Environmental, Safety & Health, Inc. (ES&H, Inc.) to conduct a Hazardous Materials Assessment within the above mentioned structure located at 507 W. Outer Drive in Oak Ridge, TN. ES&H, Inc. performed the assessment of the referenced structure on September 8, 2014. The purpose of the assessment was to identify hazardous materials within the structure for future demolition purposes. The assessment included the identification of hazardous and regulated materials including ACM, Polychlorinated Biphenyl Compounds (PCB's), Ozone Depleting Substances (ODC's), and mercury containing equipment, as well as other miscellaneous hazardous materials. Scope of work includes identify and verify through sampling, suspect ACM located within the structure.

STRUCTURE DESCRIPTION

Based on data provided to ES&H, Inc., we understand the structure was built in 1943 and consists of approximately 774 square feet (SF). The description of the structure is based on visual observations made on the day of the assessment. At the time of the assessment, no drawings or details were provided regarding the nature and/or locations of hazardous or regulated materials, or an indication of building materials or components that may have been overlooked or hidden during the assessment. The residence is a one-story, wood-framed structure built on a concrete block foundation over a basement. Based upon onsite observations, the basement is accessible from the north exterior of the residence as well as the south west interior via a stairwell.

The exterior of the structure is constructed of cedar siding with felt materials. The interior walls of the structure were observed to be removed prior to our assessment. Ceilings within the structure include fiberboard material with finishing textured material. Interior flooring includes wood subfloor material. No finishing flooring materials were observed. The roof is a pitched roof with wood truss construction, asphalt shingles and rolled felt paper material. This structure is currently unoccupied with non-secure access.

DISCLAIMER

The report contained herein has been prepared by Environmental, Safety & Health, Inc. (ES&H, Inc.) to be used for the purpose of evaluating potential hazardous materials including ACM within the structure located at 507 W. Outer Drive in Oak Ridge, TN and exclusively relies on current conditions observed during the assessment conducted on September 8, 2014. Due to current conditions observed within the structure, conditions are likely to deteriorate due to lack of maintenance. This report is not warranted or guaranteed to comply with any changes to law or regulation issued after either the date of publication or the latest subsequent revision. Any use of this report, in whole or in part, for any reason other than the specific site, project and purpose for which it was originally intended, shall void all warranties associated with this report, either contractually, expressed, or implied. City of Oak Ridge agrees to hold harmless, indemnify, and defend ES&H, Inc. from any action arising from the reuse, or misuse of this report

SURVEY METHODOLOGY

A hazardous materials survey was conducted on September 8, 2014, which included an extensive assessment of potential hazardous and regulated materials as well as building conditions pertinent to demolition activities. The sample technician(s) used manual sampling techniques during the collection of all suspect ACM. Miscellaneous hazardous materials observed during the assessment were noted on an inventory data sheet during the assessment. Photographic documentation is presented in **Appendix C** of this report.

ASBESTOS CONTAINING MATERIALS SURVEY METHODOLOGY AND REGULATORY BACKGROUND

The ACM Assessment performed at the subject structure was conducted in accordance with the United States Environmental Protection Agency (USEPA) 40 CFR Part 62 and 763. *Erik Cueto, USEPA-accredited inspector (#RI-ASBIR05141564) and TDEC-accredited inspector (#A-I-47680-36825)* performed an initial structure walk-through to identify all suspect ACM. The locations and quantities of each homogenous areas (HA's) were noted during the assessment. An HA consists of a suspect building material which appears to be similar when considering date of application, color, and texture. Federal safety and health regulations were adhered to during the collection of suspect ACM samples.

TDEC Division of Air Pollution Control (APC), obtained authorization from the Environmental Protection Agency (EPA) to regulate activities involving asbestos or ACM within Tennessee. The APC developed the Tennessee Asbestos Rules (TDEC Rules: Chapter 1200-3-11-.02), which are similar to the federal National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations. These regulations apply to any industrial, commercial, educational, or public building. While enforcing the NESHAP regulations, the APC requires that each area of a structure be inspected prior to renovation, removal or demolition activities occur to reveal the presence of any regulated asbestos containing material (RACM). RACM is defined as the following:

- Friable ACM;
- Category I non-friable ACM that has become or is likely to become friable;
- Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or
- Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by forces expected to act on the material in the course of demolition or renovation operations regulated by Subpart M (National Emission Standard for Asbestos).

The EPA defines friable asbestos material which contains more than one percent (1%) asbestos as determined using polarized light microscopy (PLM) that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Friable asbestos includes thermal system insulation (TSI), surfacing materials such as spray applied or troweled on ceiling and wall coatings. The EPA defines Category I non-friable ACM as any asbestos containing packing, gasket, resilient floor covering, or asphalt roofing product which contains more than 1% asbestos as determined using PLM according to the method specified in Appendix A, Subpart F, 40 CFR Part 763 (Sec. 61. 141). The EPA defines Category II non-

friable ACM as any material, excluding Category I non-friable ACM, containing more than 1% asbestos as determined using PLM according to the methods specified in Appendix A, Subpart F, 40 CFR Part 763 that, when dry, cannot be crumbled, pulverized, or reduced to hand pressure (Sec. 61. 141). In addition to the identification of all ACM within a facility, the NESHAP standard requires that the facility owner or operator of a demolition or renovation activity remove all RACM prior to any demolition or renovation activities.

The APC must be notified for all commercial, industrial, educational, or public building demolition projects even if no ACM is identified. A permit must also be obtained if renovation activities disturb RACM exceeding 260 linear feet, 160 square feet, or 35 cubic feet. A completed Notification of Demolition and/or Asbestos Renovation (Form CN-1055) must be postmarked or hand delivered to the APC at least ten (10) working days prior to any asbestos removal or demolition activities. A Tennessee licensed and accredited contractor/inspector is required to perform activities involving RACM. A copy of the technicians TDEC certification is presented in **Appendix D** of this report.

The notification requirements and procedures for emission control are applicable based on the circumstances of the activity and the amount of asbestos present. All individuals and firms engaged in activities involving asbestos or ACM must comply with all applicable regulations under the United States Department of Transportation (DOT) and Tennessee Department of Transportation (TDOT) for transportation of asbestos waste, OSHA and the Tennessee Occupational Safety and Health Administration (TOSHA) for occupational exposure, and the TDEC Division of Solid and Hazardous Waste Management (DSHWM) for disposal of ACM. An Asbestos Waste Shipping Record (TDEC Form CN-1054) must accompany all ACM shipped for landfill disposal purposes.

Bulk samples were submitted to Carolina Environmental Laboratory (CEI Labs) of Cary, NC, which is accredited under the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP, #101768-0). A copy of the analytical reports associated with the asbestos bulk samples collected for this assessment is presented in **Appendix A** of this report.

Samples were analyzed using the USEPA/600/R-93/116 PLM required in 40 CFR Part 763, the USEPA-approved method for analyzing material bulk samples for asbestos. As defined in the Asbestos Hazard Emergency Response Act (AHERA) regulation, ACM is any material or product which contains more than one percent (>1%) asbestos by area. The limit of detection for asbestos analysis by PLM is approximately one percent (1%) by area. Some materials, such as floor tile, cement products, and hard rubber materials, may contain asbestos fibers in a fiber size below the resolution limit for the PLM method. Prior to the disturbance of these types of materials, it is recommended that negative PLM analytical results (USEPA Modified Level 2) be confirmed using the transmission electron microscopy (TEM) method for asbestos analysis.

ASBESTOS SAMPLING PROTOCOL

The ACM Assessment was conducted in accordance with AHERA protocols, which recommends at least three (3) samples of each representative homogeneous area *(surfacing, TSI, miscellaneous of uniform texture and color)* is collected. Bulk sampling was conducted in accordance with USEPA / AHERA, 40 CFR 763.

The inspector physically obtained bulk samples of the suspected material, labeled each sample as to location and submitted them to CEI Labs for analysis. A total of *thirteen* (13) HA's with a total of 39 samples were collected during this assessment. The laboratory analyzed 35 samples including layers within the samples. The remaining samples of each homogenous material determined to be positive for asbestos were not analyzed due to positive stop request placed on laboratory chain of custody form. A diagram containing sampling locations depicted on a structure layout is provided in **Appendix B** of this report.

OTHER HAZARDOUS MATERIALS

The assessment of the structure included an appraisal of other potential hazardous materials including Mercury, PCB's, ODC's, as well as other items with the potential to contain hazardous chemicals or compounds such as pesticides, solvents, herbicides, petroleum liquids, discarded chemicals, etc.

Mercury

Mercury containing wastes area regulated by TDEC under their Standards for Universal Waste Management (Per TDEC Rule 1200-1-11-.12 and equivalent Federal regulations). These standards address requirements for managing pesticides, batteries, and mercury containing equipment and lamps. Mercury containing wastes and articles that are generated by households and commercial and industrial facilities are in most cases considered hazardous waste and must be managed properly. Common sources of mercury containing materials include fluorescent light bulbs as well as HVAC thermostats.

Mercury containing equipment and items should be controlled as a hazardous waste, and are subject to the EPA Land Disposal Restriction Regulations. All solid and hazardous wastes, including those covered by the Mercury Products Disposal Act, must be disposed of in accordance with the Rules of the TDEC DSHWM (1200-1-7 et seq., Solid Waste Processing and Disposal, and 1200-1-11 et seq., Hazardous Waste Management). Mercury containing products are recyclable and should be handled very carefully when transported for recycling and reuse to avoid accidental breakage and release of mercury.

Discoveries:

During the assessment, ES&H, Inc. observed mercury containing products such as two (2) fluorescence light bulbs throughout the structure including the attic. These items must be properly removed and disposed of prior to demolition activities.

Polychlorinated Biphenyl Compounds (PCB's)

PCB regulations can be found within EPA 40 CFR 761 which includes requirements the removal and proper handling and disposal of electrical and other equipment and materials containing PCB's and the evaluations and cleanup of PCB releases (spills, leaks, etc.) PCB containing products were banned by the Toxic Substances Control Act (TSCA) in 1979. PCB's were used in hundreds of industrial and commercial applications including electrical, heat transfer, and hydraulic equipment; as plasticizers in paints, plastics and rubber products in pigments, dyes, and carbonless copy paper as well as other industrial applications. PCB's products are commonly found in fluorescent light ballasts located within light fixtures. Electrical equipment such as older transformers and capacitors may contain significant quantities of PCB containing insulating oils.

As specified in the PCB regulations, the handling and disposal of fluorescent ballast is primarily dictated by whether or not the compounds contains PCB's <50 parts per million (PPM) as well as whether or not the capacitor within the ballast is intact and not leaking. Fluorescent light ballasts manufactured between July 1, 1979 and July 1, 1998 was required to be marked by the manufacturer with the label "No PCB's". Light fixture and ballasts should be assessed for PCB related labels prior to disposal. If no label is present, it should be considered PCB containing material and disposed/recycled of as PCB waste or tested to determine PCB concentrations.

Discoveries:
During the assessment, ES&H, Inc. *did not* observe suspect PCB containing products or materials within the structure.

Ozone Depleting Substances (ODS)

Under the current regulation 40 CFR Part 82, EPA issued a final rule (May 14, 1993) promulgating regulations under Section 608 of the CAA that establish a recycling program for ozone depleting refrigerants recovered during the servicing and disposal of air-conditioning or refrigeration equipment. Typically, any air-conditioning or cooling equipment has a high potential to contain ODS.

Along with the prohibition (effective July 1, 1992) on venting during servicing, repair, and disposal of Class I and Class II substances, these regulations are intended to reduce emissions of OCS to the environment. Current regulations require that ODS contained in bulk (with refrigerant charge intact) in appliances/equipment be removed prior to disposal. Section 608 of the regulation contains requirements concerning the safe disposal of Class I and Class II substances. Equipment's affected by the Rule includes disposal of most air-conditioning and refrigeration equipment including household air conditioners and refrigerators, commercial air conditioners and chillers, commercial refrigeration, as well as industrial process refrigeration.

Section M of the regulation includes The Safe Disposal Program, which addresses details regarding the disposal of OCS. This regulation states that the final link in the disposal chain is responsible for removing all refrigerant from the equipment, although refrigerant can be removed before final disposal. The final processor could require that refrigerant be removed before equipment is accepted for disposal. Based upon EPA regulations, the final entity in the disposal chain must either remove the refrigerant or obtain verification that all refrigerant has been previously removed. The regulation specifically states that refrigerant lines cannot simply be cut before disposal, which would violate the stature and the regulations prohibiting venting of ODS into the environment.

Discoveries:
During the assessment, ES&H, Inc. *did not* observe suspect ODS containing products or materials within the structure. The HVAC unit was observed missing from the site which was located on the east side of the structure.

Miscellaneous Hazardous Substances

Miscellaneous hazardous substances and regulated materials are commonly found in commercial and residential structures. These materials include but not limited to pesticides/herbicides, petroleum based compounds (oils, gasoline, solvents, waste oils, lubricants, etc.), batteries, electronic scrap including computers, televisions, printers, telephones, copy machines audio equipment, etc.), as well as other

miscellaneous chemicals and products such as paint, fertilizers, sprays, etc. Lead Based Paint (LBP) was not in the scope of work, therefore, was not assessed during this survey. If demolition activities include sanding or scraping Occupational Safety and Health Administration (OSHA) regulations may apply to ensure exposure is limited to personnel at the worksite. In this case, LBP testing may be necessary to identify if lead is present within these areas. Microbial growth can cause specific health concerns of certain individuals when exposed for prolonged durations. Mold sampling or assessment activities were not in the scope of work, therefore, was not assessed during this survey; however certain observations may be noted within this report.

Regarding proper disposal, Federal, State and local regulations and polices govern the proper handling and disposal of these miscellaneous materials to eliminate hazards to human health and the environment. Materials and electronics within household quantities do not require specific waste permitting; however, it is recommended these materials be delivered to a local convenience center capable of processing the materials in a safe method. Microbial contaminated materials such as building materials and components are not currently regulated as hazardous or special waste and can be disposed with other construction and demotion waste. Per TDEC DSHWM policy specifies that LBP does not need to be removed from demolition debris prior to disposal within a construction and demolition (C&D) type landfill.

Discoveries:
During the assessment, ES&H, Inc. observed one (1) 32oz container of paint, several AA batteries as well as one (1) florescent bulb located within the attic of the structure. In addition, we also observed one (1) pellet gun, one (1) smoke detector and one (1) florescent bulb located within the main level of the structure. These items must be properly removed and disposed of prior to demolition activities.

CONCLUSIONS & RECOMMENDATIONS

There were two (2) homogenous area(s) (HA's) determined by the laboratory to be asbestos containing material (ACM). HA 507-04 (9" Floor Tile) was identified stacked in the attic of the structure. HA 507-07 (Corrugated Transite) was identified lying on the ground on the West side of the residence.

The remaining samples of each homogenous material determined to be positive for asbestos were not analyzed due to positive stop request placed on laboratory chain of custody form. Please see table 3 below for further details.

ES&H, Inc. recommends the following, assuming the structure will be demolished in the near future: All ACM be properly abated in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61 Subpart M prior to any demolition or renovation activities due to current condition and future potential for damage. Identified hazardous materials be removed and properly disposed of prior to demolition activities of the structure. Personnel be aware of hazardous materials as well as ACM (if present) within the structure prior to any site visits made.

A final inspection should be completed within the structure prior to any demolition activities to confirm no changes have occurred since the date of this assessment. Please find *approximate* square footage for each material sampled during this assessment below in Table 1 of this report. These measurements should be confirmed by the abatement contractor prior to work activities.

TABLE 1: SQUARE FOOTAGE OF HOMOGENOUS MATERIALS CITY OF OAK RIDGE 507 W. OUTER DRIVE			
Homogenous Material Number	**Material Description**	**Location(s) Present**	**Total Square Feet (SF)**
507-01	Black Tar Like Felt Flooring	Throughout	865
507-02	Ceiling Texture Finishing Material On Brown Fiber Board	Central Area	300
507-03	Black Tar Material	Attic	865
507-04	9"x9" Purple Floor Tile With Pink & White Speckles	Attic (Stacked)	25
507-05	Window Glazing (White)	Exterior	26 Units
507-06	Window Glazing (Gray/White)	Exterior Basement	5 Units
507-07	Corrugated Transite Material (Gray/White)	Exterior – West	1
507-08	Tan Glue For Former Ceiling Tile	S. Central Area	32
507-09	1'x1' Ceiling Tile With Pin Hole Design	Basement	3
507-10	Brown Insulation With Black Backing	Attic	200
507-11	Blk/Brown Tar Paper With Black Mastic Siding Material	Exterior	650
507-12	Black Shingles	Roof	1295
507-13	Black Roofing Felt	Roof	1295

RED = Asbestos Containing Material

TABLE 2: SQUARE FOOTAGE OF STRUCTURE AREAS CITY OF OAK RIDGE 507 W. OUTER DRIVE	
Location	**Square Footage**
Main Level	865
Basement Level	865
TOTAL:	**1,730**

All square footage provided for materials sampled below is approximate and measurements should be more precise once the abatement scope of work is provided. A facility diagram containing each sample location is provided in **Appendix B** of this report. *All determined ACM (sample number & content) is identified in red within the table below.*

TABLE 3: LABORAORY ANALYTICAL DATA CITY OF OAK RIDGE 507 W. OUTER DRIVE			
Sample No.	**Sample Description**	**Sample Location**	**Asbestos**
507-01-01	Black Tar Like Felt Flooring	S.W. Area	ND
507-01-02		S.W. Area	ND
507-01-03		S.W. Area	ND
507-02-04	Ceiling Texture Finishing Material On Brown Fiber Board	Central Area	ND
507-02-05		Central Area	ND
507-02-06		Central Area	ND
507-03-07	Black Tar Material	Attic	ND
507-03-08		Attic	ND
507-03-09		Attic	ND
507-04-10	**9”x9” Purple FT With Pink & White Speckles**	**Attic**	**2%C**
507-04-11		**Attic**	**PS**
507-04-12		**Attic**	**PS**
507-05-13	Window Glazing (White)	Exterior - East	ND
507-05-14		Exterior - South	ND
507-05-15		Exterior - East	ND
507-06-16	Window Glazing (Gray/White)	Exterior - West	ND
507-06-17		Exterior - North	ND
507-06-18		Exterior - East	ND
507-07-19	**Corrugated Transite Material (Gray/White)**	**Ext. – West (Ground)**	**20%C**
507-07-20		**Ext. – West (Ground)**	**PS**
507-07-21		**Ext. – West (Ground)**	**PS**
507-08-22	Tan Glue For Former Ceiling Tile	S. Central Area	ND
507-08-23		S. Central Area	ND
507-08-24		S. Central Area	ND
507-09-25	1’x1’ Ceiling Tile With Pin Hole Design	Basement - East	ND
507-09-26		Basement - East	ND
507-09-27		Basement - East	ND
507-10-28	Brown Insulation With Black Backing	Basement	ND
507-10-29		Basement	ND
507-10-30		Basement	ND
507-11-31	Blk./Brown Tar Paper With Black Mastic Siding Material	Exterior – Rear	ND
507-11-32		Exterior – Rear	ND
507-11-33		Exterior - Rear	ND
507-12-34	Black Shingles	Exterior Roof	ND
507-12-35		Exterior Roof	ND
507-12-36		Exterior Roof	ND
507-13-37	Black Roofing Felt	Exterior Roof	ND
507-13-38		Exterior Roof	ND
507-13-39		Exterior Roof	ND
C= Chrysotile *PS= Positive Stop* *SF= Sheet Flooring*	*FT= Floor Tile* *ND= None Detected - Laboratory analysis detected <1% asbestos by area* *Red = Asbestos Containing Material*		

APPENDIX A
LABORATORY ANALYSES AND CHAIN OF CUSTODY FORMS

ASBESTOS LABORATORY REPORT

Prepared for

ES&H, Inc.

PROJECT: 507 W. Outer Drive; 3063-006

CEI LAB CODE: A14-12667

DATE ANALYZED: 09/11/14

DATE REPORTED: 09/16/14

TOTAL SAMPLES ANALYZED: 35

 # SAMPLES >1% ASBESTOS: 2

TOTAL LAYERS ANALYZED: 35

TEL: 866-481-1412

www.ceilabs.com

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 507 W. Outer Drive; 3063-006 **CEI LAB CODE:** A14-12667

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
507-01-01		A1815764	Black	Felt / Rubber Flooring Material	None Detected
507-01-02		A1815765	Black	Felt / Rubber Flooring Material	None Detected
507-01-03		A1815766	Black	Felt / Rubber Flooring Material	None Detected
507-02-04		A1815767	White,Tan	Textured Ceiling Material	None Detected
507-02-05		A1815768	White,Tan	Textured Ceiling Material	None Detected
507-02-06		A1815769	White,Tan	Textured Ceiling Material	None Detected
507-03-07		A1815770	Black	Tar Material	None Detected
507-03-08		A1815771	Black	Tar Material	None Detected
507-03-09		A1815772	Black	Tar Material	None Detected
507-04-10		A1815773	Purple,Pink White	Floor Tile	**Chrysotile 2%**
507-04-11		A1815774		Sample Not Analyzed per COC	
507-04-12		A1815775		Sample Not Analyzed per COC	
507-05-13		A1815776	White	Window Glazing	None Detected
507-05-14		A1815777	White	Window Glazing	None Detected
507-05-15		A1815778	White	Window Glazing	None Detected
507-06-16		A1815779	Gray	Window Glazing	None Detected
507-06-17		A1815780	Gray	Window Glazing	None Detected
507-06-18		A1815781	Gray	Window Glazing	None Detected
507-07-19		A1815782	Gray	Corrugated Transite	**Chrysotile 20%**
507-07-20		A1815783		Sample Not Analyzed per COC	
507-07-21		A1815784		Sample Not Analyzed per COC	
507-08-22		A1815785	Tan	Adhesive	None Detected
507-08-23		A1815786	Tan	Adhesive	None Detected
507-08-24		A1815787	Tan	Adhesive	None Detected
507-09-25		A1815788	White	Ceiling Tile	None Detected
507-09-26		A1815789	White	Ceiling Tile	None Detected
507-09-27		A1815790	White	Ceiling Tile	None Detected
507-10-28		A1815791	Brown	Structure Insulation	None Detected
507-10-29		A1815792	Brown	Structure Insulation	None Detected
507-10-30		A1815793	Brown	Structure Insulation	None Detected

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 507 W. Outer Drive; 3063-006 **CEI LAB CODE:** A14-12667

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
507-11-31		A1815794	Brown,Black	Felt Paper & Mastic	None Detected
507-11-32		A1815795	Brown,Black	Felt Paper & Mastic	None Detected
507-11-33		A1815796	Brown,Black	Felt Paper & Mastic	None Detected
507-12-34		A1815797	Black,Gray	Shingle	None Detected
507-12-35		A1815798	Black,Gray	Shingle	None Detected
507-12-36		A1815799	Black,Gray	Shingle	None Detected
507-13-37		A1815800	Black	Felt Material	None Detected
507-13-38		A1815801	Black	Felt Material	None Detected
507-13-39		A1815802	Black	Felt Material	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-01-01 A1815764	Felt / Rubber Flooring Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	50% 15% <1%	Vinyl Tar Mastic	**None Detected**
507-01-02 A1815765	Felt / Rubber Flooring Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	50% 15% <1%	Vinyl Tar Mastic	**None Detected**
507-01-03 A1815766	Felt / Rubber Flooring Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	50% 15% <1%	Vinyl Tar Mastic	**None Detected**
507-02-04 A1815767	Textured Ceiling Material	Heterogeneous White,Tan Non-fibrous Bound			5% 70% 25%	Paint Calc Carb Binder	**None Detected**
507-02-05 A1815768	Textured Ceiling Material	Heterogeneous White,Tan Non-fibrous Bound			5% 70% 25%	Paint Calc Carb Binder	**None Detected**
507-02-06 A1815769	Textured Ceiling Material	Heterogeneous White,Tan Non-fibrous Bound			5% 70% 25%	Paint Calc Carb Binder	**None Detected**
507-03-07 A1815770	Tar Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	65%	Tar	**None Detected**

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-03-08 A1815771	Tar Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	65%	Tar	**None Detected**
507-03-09 A1815772	Tar Material	Heterogeneous Black Fibrous Bound	35%	Cellulose	65%	Tar	**None Detected**
507-04-10 A1815773	Floor Tile	Homogeneous Purple,Pink White Non-fibrous Bound			88% 10%	Vinyl Silicates	**2% Chrysotile**
507-04-11 A1815774	Sample Not Analyzed per COC						
507-04-12 A1815775	Sample Not Analyzed per COC						
507-05-13 A1815776	Window Glazing	Heterogeneous White Non-fibrous Bound			5% 50% 45%	Paint Calc Carb Binder	**None Detected**
507-05-14 A1815777	Window Glazing	Heterogeneous White Non-fibrous Bound			5% 85% 10%	Paint Caulk Binder	**None Detected**
507-05-15 A1815778	Window Glazing	Heterogeneous White Non-fibrous Bound			5% 50% 45%	Paint Calc Carb Binder	**None Detected**

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-06-16 A1815779	Window Glazing	Heterogeneous Gray Non-fibrous Bound	<1%	Talc	<1% 50% 50%	Paint Calc Carb Binder	**None Detected**
507-06-17 A1815780	Window Glazing	Heterogeneous Gray Non-fibrous Bound	<1%	Talc	50% 50%	Binder Calc Carb	**None Detected**
507-06-18 A1815781	Window Glazing	Heterogeneous Gray Non-fibrous Bound	<1%	Talc	50% 50%	Binder Calc Carb	**None Detected**
507-07-19 A1815782	Corrugated Transite	Homogeneous Gray Fibrous Tightly Bound			30% 50%	Silicates Binder	**20% Chrysotile**
507-07-20 A1815783	Sample Not Analyzed per COC						
507-07-21 A1815784	Sample Not Analyzed per COC						
507-08-22 A1815785	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	**None Detected**
507-08-23 A1815786	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	**None Detected**

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-08-24 A1815787	Adhesive	Homogeneous Tan Non-fibrous Bound			100%	Mastic	**None Detected**
507-09-25 A1815788	Ceiling Tile	Heterogeneous White Fibrous Bound	95%	Cellulose	5%	Paint	**None Detected**
507-09-26 A1815789	Ceiling Tile	Heterogeneous White Fibrous Bound	95%	Cellulose	5%	Paint	**None Detected**
507-09-27 A1815790	Ceiling Tile	Heterogeneous White Fibrous Bound	95%	Cellulose	5%	Paint	**None Detected**
507-10-28 A1815791	Structure Insulation	Heterogeneous Brown Fibrous Bound	95%	Cellulose	5%	Binder	**None Detected**
507-10-29 A1815792	Structure Insulation	Heterogeneous Brown Fibrous Bound	95%	Cellulose	5%	Binder	**None Detected**
507-10-30 A1815793	Structure Insulation	Heterogeneous Brown Fibrous Bound	95%	Cellulose	5%	Binder	**None Detected**

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-11-31 A1815794	Felt Paper & Mastic	Heterogeneous Brown,Black Fibrous Bound	85% 5%	Cellulose Fiberglass	10%	Tar	**None Detected**
507-11-32 A1815795	Felt Paper & Mastic	Heterogeneous Brown,Black Fibrous Bound	85% 5%	Cellulose Fiberglass	10%	Tar	**None Detected**
507-11-33 A1815796	Felt Paper & Mastic	Heterogeneous Brown,Black Fibrous Bound	85% 5%	Cellulose Fiberglass	10%	Tar	**None Detected**
507-12-34 A1815797	Shingle	Heterogeneous Black,Gray Fibrous Bound	20%	Fiberglass	55% 25%	Tar Gravel	**None Detected**
507-12-35 A1815798	Shingle	Heterogeneous Black,Gray Fibrous Bound	20%	Fiberglass	55% 25%	Tar Gravel	**None Detected**
507-12-36 A1815799	Shingle	Heterogeneous Black,Gray Fibrous Bound	20%	Fiberglass	55% 25%	Tar Gravel	**None Detected**
507-13-37 A1815800	Felt Material	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	**None Detected**

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: ES&H, Inc.
940 Sanctuary Lane
Knoxville, TN 37932

CEI Lab Code: A14-12667
Date Received: 09-10-14
Date Analyzed: 09-11-14
Date Reported: 09-16-14

Project: 507 W. Outer Drive; 3063-006

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
507-13-38 A1815801	Felt Material	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	**None Detected**
507-13-39 A1815802	Felt Material	Homogeneous Black Fibrous Bound	70%	Cellulose	30%	Tar	**None Detected**

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

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

The detection limit for the method is <1% by visual estimation and 0.25% by 400 point counts or 0.1% by 1,000 point counts.

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 polarizing 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.

CEI Labs, Inc. can perform positive stop analysis if requested by customer. However, it is the responsibility of the customer to determine if the samples grouped together are in fact the same type of material and belong to the same homogeneous area.

This report may not be reproduced, except in full, without written approval by CEI LABS. CEI LABS makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. 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: Samantha Card

APPROVED BY: Tianbao Bai, Ph.D.
Laboratory Director

NVLAP Lab Code 101768-0

CHAIN OF CUSTODY

107 New Edition Court, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:	
CEI Lab Code:	A14-12667 (39)
CEI Lab I.D. Range:	A1815764-A1815802

COMPANY CONTACT INFORMATION	
Company: ES&H, Inc.	Client #:
Address: 940 Sanctuary Lane	Job Contact: Erik Cueto
Knoxville, TN 37932	Email: ecueto@eshinc.com
	Tel: (865) 671-2374
Project Name: 507 W. OUTER DRIVE	Fax: (855) 299-8370
Project ID #: 3063-006	P.O. #: 3063-006

		TURN AROUND TIME						
ASBESTOS	**METHOD**	**4 HR***	**8 HR***	**12 HR***	**1 DAY**	**2 DAY**	**3 DAY**	**5 DAY**
PLM BULK	EPA 600	☐	☐	☐	☐	☐	☐	✓
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐	☐
PLM GRAVIMETRIC	EPA 600		☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐	☐
PCM AIR	NIOSH 7400	☐	☐	☐	☐	☐	☐	☐
TEM AIR	AHERA	☐	☐	☐	☐	☐	☐	☐
TEM AIR	EPA Level II	☐	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05	☐	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-03	☐	☐	☐	☐	☐	☐	☐
TEM QUALITATIVE	CEI LABS	☐	☐	☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐	☐
LEAD PAINT	**METHOD**	**4 HR***	**8 HR***	**12 HR***	**24 HR**	**2 DAY**	**3 DAY**	**5 DAY**
LEAD PAINT	EPA SW846 7000B					☐	☐	☐
LEAD WIPE	EPA SW846 7000B					☐	☐	☐
LEAD SOIL	EPA SW846 7000B					☐	☐	☐
LEAD AIR	NIOSH 7082					☐	☐	☐
OTHER:						☐	☐	☐

REMARKS:

☐ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
	9/8/2014		9/10/14 9:30

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis

CEI FORM # VERSION

CEI LABS

SAMPLING FORM

14-12067

COMPANY CONTACT INFORMATION	
Company: ES&H, Inc.	Job Contact: Erik Cueto
Project Name: 507 W. OUTER DRIVE	
Project ID #: 3063-006	Tel: 865.671.2374

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/AREA	COMMENTS
507-01-01	BLACK FELT/RUBBER FLOORING MATERIAL		POSITIVE STOP
507-01-02	BLACK FELT/RUBBER FLOORING MATERIAL		POSITIVE STOP
507-01-03	BLACK FELT/RUBBER FLOORING MATERIAL		POSITIVE STOP
507-02-04	TEXTURED CEILING MATERIAL ON WOOD CEILING		POSITIVE STOP
507-02-05	TEXTURED CEILING MATERIAL ON WOOD CEILING		POSITIVE STOP
507-02-06	TEXTURED CEILING MATERIAL ON WOOD CEILING		POSITIVE STOP
507-03-07	BLACK TAR MATERIAL - ATTIC		POSITIVE STOP
507-03-08	BLACK TAR MATERIAL - ATTIC		POSITIVE STOP
507-03-09	BLACK TAR MATERIAL - ATTIC		POSITIVE STOP
507-04-10	9X9 FT PURPLE W/PINK & WHITE DOTS - ATTIC		POSITIVE STOP
507-04-11	9X9 FT PURPLE W/PINK & WHITE DOTS - ATTIC		POSITIVE STOP
507-04-12	9X9 FT PURPLE W/PINK & WHITE DOTS - ATTIC		POSITIVE STOP
507-05-13	WINDOW GLAZING (WHITE)		POSITIVE STOP
507-05-14	WINDOW GLAZING (WHITE)		POSITIVE STOP
507-05-15	WINDOW GLAZING (WHITE)		POSITIVE STOP
507-06-16	WINDOW GLAZING - BASEMENT WINDOWS		POSITIVE STOP
507-06-17	WINDOW GLAZING - BASEMENT WINDOWS		POSITIVE STOP
507-06-18	WINDOW GLAZING - BASEMENT WINDOWS		POSITIVE STOP
507-07-19	CORRUGATED TRANITE - EAST		POSITIVE STOP
507-07-20	CORRUGATED TRANITE - EAST		POSITIVE STOP
507-07-21	CORRUGATED TRANITE - EAST		POSITIVE STOP
507-08-22	TAN ADHISIVE ON CEILING		POSITIVE STOP
507-08-23	TAN ADHISIVE ON CEILING		POSITIVE STOP
507-08-24	TAN ADHISIVE ON CEILING		POSITIVE STOP
507-09-25	12X12 CEILING TILE (WHITE) - BASEMENT		POSITIVE STOP
507-09-26	12X12 CEILING TILE (WHITE) - BASEMENT		POSITIVE STOP
507-09-27	12X12 CEILING TILE (WHITE) - BASEMENT		POSITIVE STOP
507-10-28	STRUCTURE INSULATION (BROWN) - BASEMENT		POSITIVE STOP
507-10-29	STRUCTURE INSULATION (BROWN) - BASEMENT		POSITIVE STOP
507-10-30	STRUCTURE INSULATION (BROWN) - BASEMENT		POSITIVE STOP

Page 1 of 2

CEI FORM # VERSION

CEI LABS

SAMPLING FORM

A14-12667

COMPANY CONTACT INFORMATION	
Company: ES&H, Inc.	Job Contact: Erik Cueto
Project Name: 507 W. OUTER DRIVE	
Project ID #: 3063-006	Tel: 865.671.2374

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/AREA	COMMENTS
507-11-31	BROWN FELT PAPER W/BLACK MASTIC - EXTERIOR		POSITIVE STOP
507-11-32	BROWN FELT PAPER W/BLACK MASTIC - EXTERIOR		POSITIVE STOP
507-11-33	BROWN FELT PAPER W/BLACK MASTIC - EXTERIOR		POSITIVE STOP
507-12-34	BLACK/GRAY SHINGLES - ROOF		POSITIVE STOP
507-12-35	BLACK/GRAY SHINGLES - ROOF		POSITIVE STOP
507-12-36	BLACK/GRAY SHINGLES - ROOF		POSITIVE STOP
507-13-37	BLACK FELT MATERIAL - ROOF		POSITIVE STOP
507-13-38	BLACK FELT MATERIAL - ROOF		POSITIVE STOP
507-13-39	BLACK FELT MATERIAL - ROOF		POSITIVE STOP

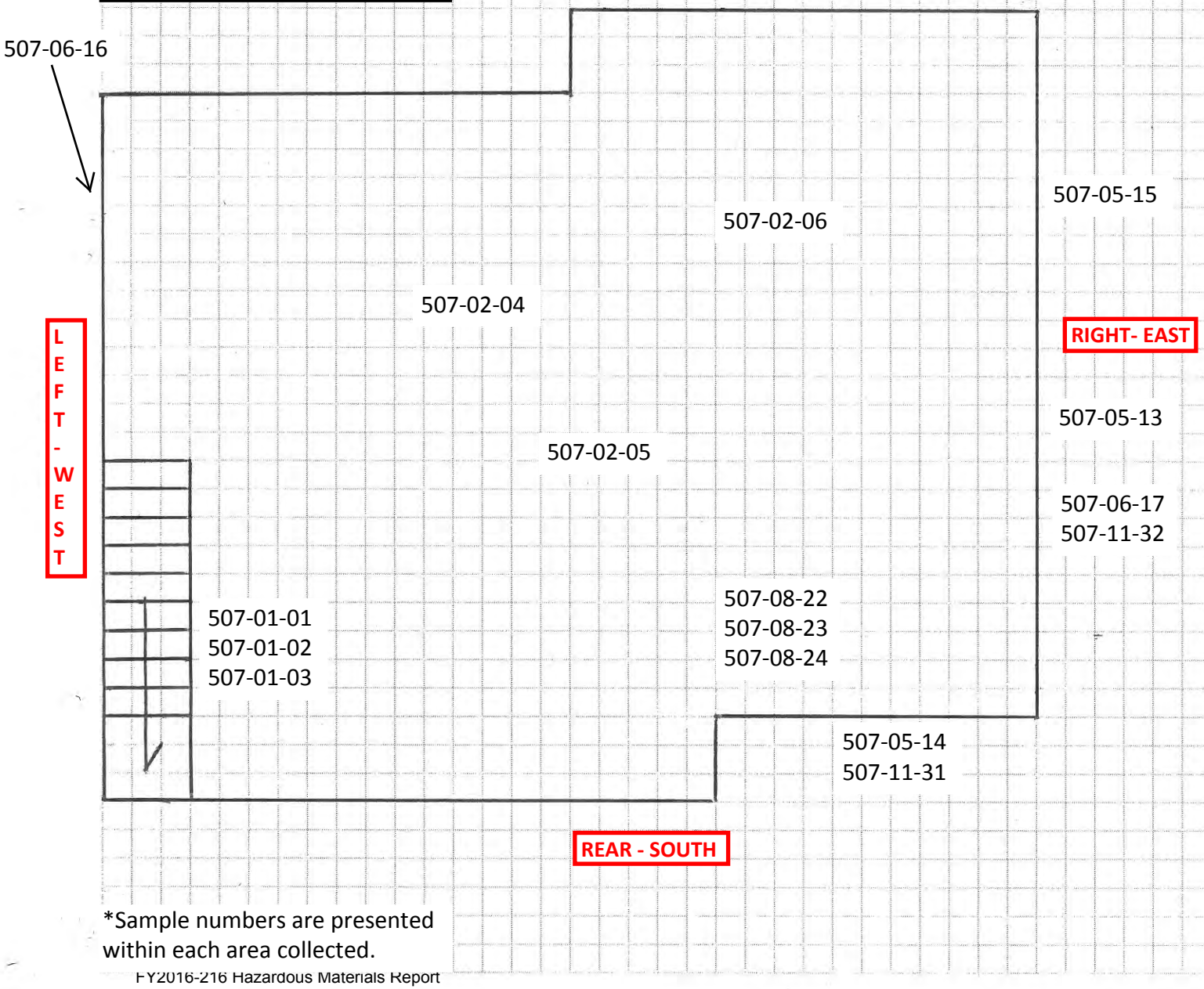
Page 2 of 2

CEI FORM # VERSION

APPENDIX B
FACILITY DIAGRAM

City of Oak Ridge
507 W. Outer Drive
Oak Ridge, TN
ES&H, Inc. Project No. 3063-006

TOTAL SQUARE FOOTAGE INCLUDING BASEMENT: 1.700 SF



Attic

507-03-07
507-03-08
507-03-09
507-04-10
507-04-11
507-04-12

Roof

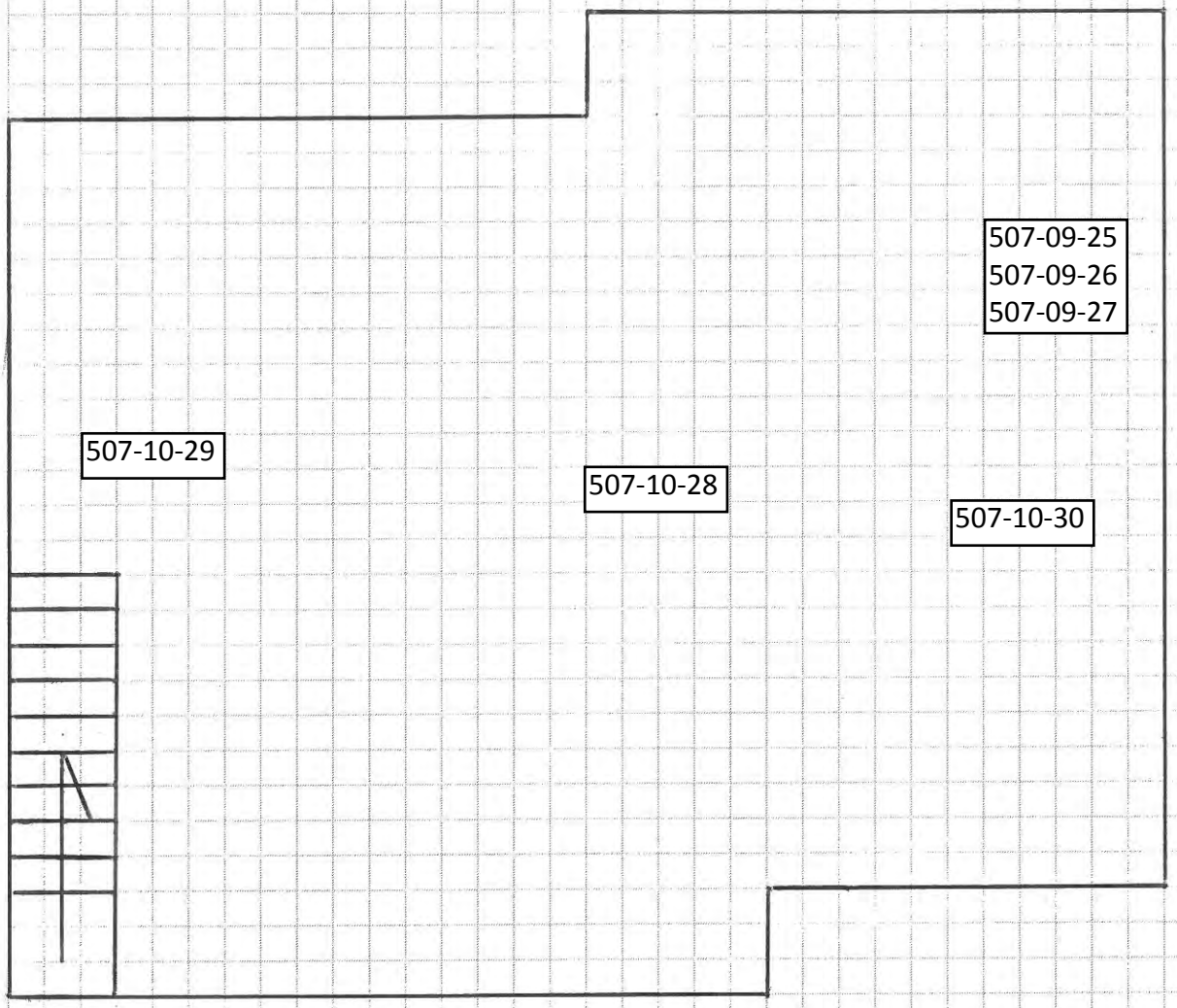
507-12-34
507-12-35
507-12-36
507-13-37
507-13-38
507-13-39

ES&H inc.

Date:
Project:

*Sample numbers are presented within each area collected.

BASEMENT LEVEL



N

ESH inc.

Date: _____

Project: _____

Page ___ of ___

APPENDIX C
PHOTOGRAPHIC DOCUMENTATION

THE CITY OF OAK RIDGE
507 W. OUTER DRIVE

View of pellet gun in south area of residence

View of smoke detector in south area of residence

View of flouresence bulb in S.E. area of residence

View of flouresence bulb in attic area

View of 32oz container of paint in attic area

View of 9" FT in attic area, sample 507-04-10,11,12

THE CITY OF OAK RIDGE
507 W. OUTER DRIVE

View of corrugated transite, sample 507-07-19,20,21

View of interior of outdoor storage building

View of interior of residential structure

View of basement are of residential structure

APPENDIX D
TDEC INSPECTOR CERTIFICATION

THE STATE OF TENNESSEE

Department of Environment and Conservation
Division of Solid Waste Management
Toxic Substances Program

49883-22181

Erik W Cueto

DOB	Sex	HGT	WGT
10-Jun-1982	M	5' 9"	230

Discipline	Accreditation	Expiration
Inspector	A-I-47680-36825	Jul-31-2015
Project Monitor	A-PM-47680-35909	Jul-31-2015
Supervisor	A-S-47680-36826	Jul-31-2015

Date Issued: 6/18/2014

Re-Accreditation

Asbestos Accreditation

Bid Submittal Instructions

Each bid must be submitted in a sealed envelope marked and addressed as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If bid equals or exceeds $25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:

In Person or By Overnight Delivery	Regular Mail
Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail must indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2015-216: Abatement and Demolition to be opened November 25, 2014, at 2:00 p.m., local time."

Late bids are not accepted.

BID FORM

Project: <u>Abatement and Demolition of Residential Structure – 507 W. Outer Drive</u>

In compliance with the Invitation for Bids, dated November 12, 2014, the undersigned Bidder:

_____

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

_____

_____

*an individual trading as: _____

_____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the required insurance certificates naming the City of Oak Ridge as an additional insured.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No._____ Dated _____ Addendum No._____ Dated _____

Addendum No._____ Dated _____ Addendum No._____ Dated _____

The concrete removed in the Project may be properly disposed of at a landfill or the Bidder may salvage it. Bidder shall complete the following information pertaining to the concrete:

Salvaged or Landfill? _____

Location of Where Concrete Will Be Taken:

_____

_____

Description of How Salvaged Concrete Will Be Used, If Applicable:

_____

_____

Schedule of Prices*

Abatement of Environmental Issues
at 507 W. Outer Drive in accordance with the
Specifications/Scope of Work **Total** $_____

_____ Dollars and _____ Cents

Demolition and Clean-up of Residential Structure,
Tree Stump Removal, Retaining Wall Removal,
Metal Storage Building Removal, Clothes Line Structure
Removal, and Restoration of Property at 507 W. Outer
Drive in accordance with the Specifications/Scope
of Work **Total** $_____

_____ Dollars and _____ Cents

Total for Abatement and Demolition/Clean-up:

Grand Total $_____

_____ Dollars and _____ Cents

*The bid price shall be effective for at least ninety (90) days after the bid opening date.

If Bidder intends to subcontract the abatement work, please indicate the name, address and license number of the subcontractor intended to be used for this portion of the work under this Project:

Name: _____

Address: _____

_____

License Number:_____

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By:_____
Signature

Name:_____

Title: _____

Business
Name:_____

Mailing
Address:_____

_____

Tax ID Number:_____

Telephone #:_____

Fax #_____

Email: _____

Date:_____

Physical
Address:_____

_____

TN Contractors
License Number: _____
(if applicable)

NOTE: In accordance with the Invitation to Bid, at least three (3) references and the Drug-Free Workplace Affidavit are attached.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF_____)
)
COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of _____ _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

_____
Principal Officer

State of _____)
)ss.
County of _____)

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2014.

_____
Notary Public

My Commission Expires:_____.

CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2014, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and

_____,

a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for abatement and demolition of the residential structure located at 507 W. Outer Drive, Oak Ridge, Tennessee 37830, as well as removal of one (1) retaining wall, seven (7) tree stumps, one (1) metal storage building, and two (2) clothes line structures for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the Specifications/Scope of Work, and the bid of the Contractor attached hereto.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall become effective upon its execution and shall continue in full force and effect through June 30, 2015. Work shall commence within twelve (12) business days after the Contractor's receipt of a written Notice to Proceed from the City and shall be completed within ten (10) business days of commencement, unless an alternate schedule is approved by the parties in writing.

ARTICLE 3 – Changes

A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor $_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made after satisfactory completion of the work and approval by the City. The Contractor shall submit invoices for work completed to the City's Project Manager, Matthew Widner, Community Development, for approval and payment.

ARTICLE 8 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

~~ARTICLE 9 – Completion and Performance Bond~~ (Waived prior to bidding)

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City.~~

~~In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	$300,000	each occurrence
	$700,000	aggregate
Property Damage	$100,000	each occurrence
Or Combined Single Limit of	$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	$300,000	each person
	$700,000	each occurrence
Property Damage	$100,000	each occurrence
Or Combined Single Limit of	$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Subcontracting and Assignment

A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 16 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

ARTICLE 17 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 18 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 19 – Personnel

A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 20 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor’s and the Contractor’s subcontractors’ financial records pertaining to this project.

ARTICLE 21 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

CITY OF OAK RIDGE, TENNESSEE

_____
City Manager

(CONTRACTOR)

_____
Signature

_____
(Printed or Typed Name and Title)

Attachments: Specifications/Scope of Work
Bid Documents
Contractor's Bid