Request For Quote
Demolition of Residence
1825 Military Drive

Rogers State University
Claremore, OK

RFQ # 2122-18
REQUEST FOR QUOTE No.: 2122-18

NON-MANDATORY PRE-BID MEETING DATE / TIME: October 26, 2022 at 10:00 am
PRE-BID MEETING LOCATION: Claremore Campus – Physical Plant Conference Room

QUOTE DUE DATE:
November 9, 2022 @ 10:00 AM

QUOTES ARE TO BE SENT TO:
Physical Plant
1701 W. Will Rogers Blvd.
Claremore, OK 74017
Attention: Karl Reynolds – Physical Plant Director
RE: RFQ # 2122-18 Demolition of Residence - 1825 Military Drive

Quote documents may be obtained by calling the Physical Plant contact listed below or online at http://www.rsu.edu/about/offices-services/purchasing/bids-proposals/. Quotes are to be turned into the Physical Plant contact listed below before the due date. Contractors are encouraged to respond with a no-Quote if they do not wish to be considered for this opportunity but do wish to remain on the active contact list. Quotes are acceptable via, email, courier, hand-delivered, or faxed,

UNIVERSITY CONTACTS:

Contractors are encouraged to contact the using Division’s personnel to obtain clarification of the technical requirements of this “Request for Quote”. However, any modification to the requirements of this “Request for Quote” must be enacted by the issuance of a written addendum from the Physical Plant Department. Conflicting instructions given by personnel within the using Division, that are not substantiated by a written addendum issued by the Physical Plant Department, will not be binding upon the University.

For clarification of the technical requirements of this ‘Request for Quote’, contact:

<table>
<thead>
<tr>
<th>NAME:</th>
<th>Karl Reynolds Physical Plant Director or George Proctor Assistant Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE No.:</td>
<td>918-343-7818</td>
</tr>
<tr>
<td>FAX No.:</td>
<td>918-343-7808</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td><a href="mailto:kreymonds@rsu.edu">kreymonds@rsu.edu</a> or <a href="mailto:gproctor@rsu.edu">gproctor@rsu.edu</a></td>
</tr>
</tbody>
</table>
NON-MANDATORY PRE-BID MEETING:

1. Contractors are encouraged to attend a pre-bid meeting on Wednesday, October 26, 2022 at 10:00 am at the Claremore Campus – Physical Plant Conference Room.

2. Contractors will be allowed to visit property during the pre-bid.

RECOMMENDED PREPARATION:

Before submitting a Quote it is recommended that each interested party perform the following actions:

1. Visit the site to familiarize himself / herself with local conditions that may in any manner affect cost, progress, or performance of the work.

2. Familiarize himself / herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

3. Make any investigations and tests the contractor may deem necessary to determine his/her Quote for performance of the work in accordance with the time, price, and other terms and conditions of the contract documents.

4. Determine the Quote documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. Ensure all information required herein be submitted with the Quote response. Failure to provide the information may result in rejection of the offer.

QUOTE STATUS AND SUBMISSION INFORMATION:

1. Rogers State University shall have the right to reject any or all Quotes and solicit contractors again as herein provided if the best interests of the people of the State of Oklahoma would be best served by so doing. Further, the University reserves the right to award on an all or none basis, by item or groups of items in order to achieve the overall lowest cost.

2. Offers may be withdrawn at any time prior to the closing date, but no respondent may withdraw a Quote after that date.

3. RFQs must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent's overall qualifications.

4. Any Quote received by Rogers State University or an officer or employee thereof after the due date for Quotes may be returned and not considered as a valid response to the RFQ.

5. The University reserves the right to request additional information or clarification on any matter included in the Quote.

6. All signatures must be affixed and notarized on the forms and attachments provided in this Quote.

7. Submission of a Quote will constitute an incontrovertible representation by the contractor; that (s) he has complied with every requirement of this Quote.

8. The University reserves the right to waive minor informalities in Quotes and to split the award if in the best interest of the University.

QUOTE SUBMISSION FORMAT:

1. Each contractor shall include all requirements, terms or conditions they may have and shall not assume that an opportunity will exist to add such matters after the Quote has been submitted. Unacceptable terms and conditions added by the contractor may cause the University to award to another contractor, despite other factors of the evaluation.
ASSURANCE OF COMPLETION FOR PROJECTS OVER $50,000

1. Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation in the form of a performance, payment, and defect bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

2. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State of Oklahoma where the work is to be performed.

CONDITIONS:

1. The University reserves the right to require the successful contractor to execute a written agreement for the provision of the product(s) and/or service(s) offered as a result of this Quote solicitation. The resulting contract will incorporate this RFQ solicitation, the response there to, all additional agreements and stipulations, and the results of any final negotiations. All of these documents will constitute the final contract.

2. The contract shall contain all specifications, terms, and conditions in the Quote and the Quote form except as amended in the ‘Award Notice’.

3. All changes to the contract must be mutually agreed to, in writing, prior to execution.

4. The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

5. Any exceptions taken by the contractor which are not included in the ‘Award Notice’ will not be part of the contract.

6. No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of the University's rights under any resulting contract.

7. By submitting a Quote to Rogers State University, the Contractor is required to adhere to and submit the following forms at the time of the Quote submittal:

   a. The contractor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375 (see attached).

   b. Oklahoma laws require each contractor submitting a competitive offer to the State of Oklahoma for goods or services to furnish a notarized sworn ‘Statement of Non-Collusion’ (see attached).

   c. Each contractor shall execute and forward a ‘Business Relationship Affidavit’ with the Quote (see attached).

   d. Oklahoma laws require each contractor submitting an offer to the State of Oklahoma for goods or services to furnish a notarized sworn "Sex Offender Affidavit” (see attached).

8. By submitting a Quote to Rogers State University, the contractor is required to adhere to and submit the following forms at the time of contract:

   a. Contractors shall maintain at all times during this agreement insurance coverage with minimum limits as follows:

      | Coverage                          | Limits                          |
      |----------------------------------|--------------------------------|
      | Workers’ Compensation            | statutory                       |
      | Commercial General Liability     | $1,000,000 each occurrence      |
      | Personal & Advertising Injury    | $1,000,000                      |
      | Products-Completed Operations    | $2,000,000                      |
      | General Aggregate                | $2,000,000                      |
      | Automobile Liability (Any auto)  | $1,000,000 combined single limit each accident |

Demolition of 1825 Military Drive
b. Each policy of insurance shall include a 30-day notice of cancellation and name Rogers State University as Certificate Holder. Required insurance shall be written on a form acceptable to the Risk Management Department of the Division of Capital Assets Management, Office of Management and Enterprise Services, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

c. As proof of the insurance required, contractors shall cause a certificate of insurance to be issued to Rogers State University at the inception of this agreement showing Rogers State University as the certificate holder and upon renewal of any required insurance policy during the entire term of the agreement with the Rogers State University.

9. Rogers State University is exempt from State Sales Tax and Federal Excise Tax. The exemption authority is Oklahoma State Tax Code, Title 68, OS 1981, Article 13, Section 1356 and Federal Tax Exempt No. 736017987.

10. It is mutually agreed by and between the University and the contractor that the University’s acceptance of the contractor's offer by the issuance of an ‘Award Notice’ shall create a contract between the parties thereto.

11. In the event of a conflict between the terms and conditions of the Quote and information submitted by a contractor, the terms and conditions of this Quote and resulting “contract” will govern.

12. **Termination for Cause** - The University may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The University may terminate the Contract for default or any other just cause upon a 30-day written notification to the contractor.

The University may terminate the Contract, in whole not in part, without penalty or expense, at the end of any fiscal year of the University, if the legislature or other appropriate governmental entity fails to allocate sufficient funds to the University for the payments required or activities contemplated under the Contract.

The University may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the University shall be liable only for payment for products and/or services delivered and accepted.

13. **Termination for Convenience** - The University may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the University’s best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.


15. Public Record
After response acceptance and execution of all contracts and agreements resulting from this RFQ, each Respondents Quote will become public record and will be available by written request to RSU Purchasing Department. 1701 W Will Rogers Blvd, Claremore, OK 74017, FAX 918-343-7817.

**GRATUITIES AND KICKBACKS:**

1. A Rogers State University official or employee, or their immediate relatives, shall not accept anything of value whether in the form of a gift, service, loan, donation or promise from any person which may impair his or her independence of judgment or action in the performance of his or her official duties.

2. No donation or payment of a gratuity or kickback shall be made by or on behalf of any person and be accepted by any Rogers State University official or employee as an inducement or reward for the action in procuring the award of any contract or order.
INDEMNIFICATION REQUIREMENTS:

1. The following requirements are mandatory for protecting the interests of the University:

2. The successful contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.

3. The successful contractor shall indemnify and hold the University harmless from all contractors’ performance under the resulting contract.

4. The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action to enforce the contract shall be in a court of competent jurisdiction in Oklahoma.

5. The actions of the successful contractor with third parties are not binding upon the University. The contractor is not a division of the University.

6. The Contractor shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

OBSERVING LAWS AND REGULATIONS:

1. The Contractor shall remain fully informed of, and shall faithfully observe, all laws, national and state, and all ordinances and regulations affecting the responsibility to the University, or affecting the rights of his / her employees.

2. Provider shall not discriminate because of race, color, religion, sex, age, national origin, sexual orientation, genetic information, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in any of its policies, practices or procedures. In addition, each party affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act and any additions or amendments thereto.

3. Provider shall participate in the E-Verify program as required by Oklahoma statutes to enforce the provision of Oklahoma’s immigration law to prove the legal status of the provider’s employees. The E-Verify website is: http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4e2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000007718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000007718190aRCRD. The E-Verify program, formerly known as the Department of Homeland Security’s Basic Pilot Program or the Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security through the United States Citizenship and Immigration Services and the Social Security Administration. This Program allows participating employers to verify whether newly hired employees are authorized to work in the United States by checking the information provided by the employees on their Form I-9 against the Department of Homeland Security through the United States Citizenship and Immigration Services, and the Social Security Administration databases.

QUALIFICATIONS OF CONTRACTORS:

1. Rogers State University may make such investigations as deemed necessary to determine the ability of the contractor to perform the work or provide a product, and the contractor shall furnish to Rogers State University all such information and data for this purpose.

2. Rogers State University reserves the right to reject any Quote if the evidence submitted by, or investigation of, such contractor fails to satisfy that they are qualified to carry out the obligations of the contract and to complete the work or provide the product contemplated therein.

3. Each contractor must be prepared to submit, within five (5) days of the University's request, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.
QUOTE FORM
DESTRUCTION OF RESIDENCE – 1825 MILITARY DRIVE

To: Rogers State University
Claremore, Rogers County, Oklahoma

To Whom It May Concern,

Having Carefully Examined the Specifications and Having Visited the Site & Examined all Conditions Affecting the Work, the Undersigned Proposes to Furnish All Labor, Materials, and Incidents Called for by Said Documents for Complete Services Described Herein:

TOTAL BASE BID PRICE FOR DEMOLITION SERVICES OF 1825 MILITARY DRIVE
The Undersigned Agrees to Perform all Work Required by the Request for bid for the sum of:

($__________________________)

(Amount shall be shown in both words and figures; in case of discrepancy, the amount in writing shall govern.)

Acknowledgment of Addenda (if applicable):

Addendum #__________________________________________ Date____________________
Addendum #__________________________________________ Date____________________

I hereby certify that I have the authority to submit an offer of pricing on behalf of my company and that I have read and understand the terms and conditions of the quote.

__________________________________________ ______________________________
(Typed or Printed Name) (Signature)

__________________________________________ ______________________________
(Title) (Date)

__________________________________________ ______________________________
(Company Name) (Federal Identification #)

__________________________________________ ______________________________
(Company Address) (Company Telephone Number)

__________________________________________ ______________________________
(Company City, State & Zip Code) (Company Fax Number)

Subscribed and sworn to before me this____ day of__________, 2____.

__________________________________________ ______________________________
(Notary Public (or Clerk or Judge) My Commission Expires):
Check-list of Items required at the time of quote submittal:

☐ Signed and notarized copy of the entire quote request

☐ Bid Bond (applicable if over 50k)

☐ Addendum (if any)

☐ Business-relationship affidavit

☐ Non-collusion affidavit

☐ Equal Employment Opportunity and Affirmative Action affidavit

☐ Sex Offenders Affidavit

Failure to provide necessary documents and/or bonds will invalidate your quote submittal.
Non Collusion Affidavit

State Of: __________________________

County Of: __________________________

________________________, __________________________, of lawful age being first duly sworn, on
(Name) (title)
oath says that:

1 (s)he is the duly authorized agent of __________________________, the contractor and/or Contractor submitting the quote and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among contractors and between contractors and state officials or employees, as well as, facts pertaining to the giving or offering of things of value to the government personnel in return for special consideration in the letting of any contract to which this statement is attached;

2 (s)he is the fully aware of the facts and circumstances surrounding the making of the quote and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such quotes; and

3 Neither the contractor nor anyone subject to the contractor’s direction or control has been a party:

a) to any collusion among contractors in restraint of freedom of competition by agreement to quote at a fixed price or to refrain from submitting a quote;
b) to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, or as to any other terms of such prospective contract, nor
c) in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in letting of a contract,
d) to paying giving or donating or agreeing to pay, give or donate to any officer or employee of the State of Oklahoma, any money to other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed and sworn before me this ___________ day of __________________________, 2_____

NOTARY PUBLIC (or CLERK or JUDGE)

(My commission expires)
Business Relationship Affidavit

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF ______________________ )
                                      ) SS.
COUNTY OF ______________________ )

____________________, Lawful age, being first duly sworn, on oath says (s)he is the agent authorized by the vendor to submit the attached quote. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_____________________________________________________________________________

_____________________________________________________________________________

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the preparing company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____________________________________________________________________________

_____________________________________________________________________________

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

_____________________________________________________________________________

_____________________________________________________________________________

(If none of the business relationships herein above mentioned exist, affiant should so state.)

_____________________________________________________________________________

Subscribed and sworn to before me this __________ day of __________, 20__.

Notary Public (or Clerk or Judge) (My Commission Expires):
Executive Order 11246

IMPORTANT: THIS MUST BE READ, SIGNED, AND RETURNED WITH QUOTE

Certificate of Compliance with Executive Order 11246 (as amended) for Contracts in Excess of $10,000.

In entering into any resulting contract over $10,000, the Contractor agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375. These specific requirements state:

"Equal Opportunity Clause"

During the performance of this/these contract(s) the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

C. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 207 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.
Executive Order 11246
(Continued)

2. Certification of Non-segregated Facilities

By the submission of this quote and/or acceptance of purchase order(s) during the above period, the contractor, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segmented facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

3. Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds $10,000, the contractor agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma Purchasing Office if required.

CERTIFICATION

If awarded this contract

________________________________________________________________________

(Company)

agrees to comply with the provisions in Clauses I, II and III above.

________________________________________________________________________

(Signature)

________________________________________________________________________

(Date)

________________________________________________________________________

(Title)
SECTION 00660

SEX OFFENDERS AFFIDAVIT

IMPORTANT: THIS MUST BE READ, SIGNED, AND COMPLETED AT THE TIME OF CONTRACT

Sex Offenders Affidavit

State of ______________________________________

SS.

County of ______________________________________

The undersigned (Architect, Supplier, Engineer or Supervisory Official), of lawful age, being duly Sworn, on oath says that no employee allowed to be working on School Premises under the Authority of the undersigned, has been convicted in this state, the United States or another state of:

Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state/s or the federal sex offender registration; or

Any felony offense except as provided in Subsection C of Section 4, 70 O.S 1991, Section 6-101.48 or when ten (10) years has elapsed since the date of the original conviction or the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

(Contractor or Supplier) (Signature)

Subscribed and Sworn to Before Me this

________ Day of ________________________, __________

Notary Public

______________________________________________

My Commission Number:

______________________________________________

My Commission Expires:

______________________________________________
1.0 SCOPE OF WORK:

1.1 It is the intent that the Contractor will provide labor, materials, and equipment to perform site clearance which consists primarily of structural demolition or removal, with lot cleanup, for property owned by Rogers State University.

1.2 Scope of Work includes: Demolition of residential structure, outside structures, basement, driveway, sidewalks, retaining walls, fencing, and foundations. Verify/coordinate utility disconnects with the City of Claremore utilities, electric power company and/or natural gas company prior to demolition, unless directed otherwise by the University; Removal and disposal of all trash, debris, appliances or any contents of the residential structure; removal of trees and brush as indicated to facilitate the demolition, excavation and final grading of the site.

1.3 Included with the quote package:
   A Site plan
   B Property survey
   C NESHAP Report

2.0 TESTING:

This is not required on this project. Asbestos testing has already been completed on this project; see attached NESHAP pre-demolition inspection reports (Attachment A).

3.0 DEMOLITION:

3.1 Description - This work shall consist of the demolition or removal and disposal of designated structures (foundations, basement, footers, walls, roof, floors, slabs, stem-walls, driveway sidewalks, storage buildings, retaining walls, fencing, etc.) and clearing the entire lot of all debris generated in the demolition of the designated structures or otherwise on the property. Prior to beginning structural demolition, the Contractor shall verify or obtain full utility disconnects, including electrical power, telephone, cable TV, natural gas, and potable water. In the event the Contractor has difficulty in obtaining a utility disconnect, the Contractor shall immediately notify the University to assist with the disconnects. All debris shall be removed and disposed of in a lawful manner and in an approved landfill.

3.2 Removal of Foundations. The CONTRACTOR shall remove footings, stem walls basement walls, and similar features of the structure being demolished to a depth of up to 24 inches below grade. If the structure has a slab on grade or concrete floor, the floor shall be demolished and removed.

4.0 LOADING AND DISPOSAL OF DEBRIS:

4.1 Care in Loading and Hauling Debris. Debris, combustible and non- combustible, shall be loaded and transported in hauling equipment suited for the material being transported. Care shall be taken to properly compact and secure the debris in the truck or container. Trucks or containers shall be covered or contents secured in a manner to prevent debris from falling or blowing from the truck or container during transport to the final disposal site. Contractor shall be responsible to follow all federal, state and local traffic laws in the transport of debris. Certain “white goods” or appliances which cannot be disposed of in a landfill shall be disposed of in appropriate recycle or disposal facilities. The contractor is responsible to properly dispose or recycle reasonable quantities of common household related items.

4.2 The Contractor shall ensure that all demolition debris resulting from this project will be disposed of at permitted landfill sites, and evidence of such disposal shall be submitted to the University before payment will be made.
5.0 REMOVAL AND DISPOSAL OF TREES.

5.1 Description. There are trees and brush growing around the building foundation and retaining walls which may be removed coincidentally with the work, if needed. Care shall be taken to avoid or minimize damage to the trees to remain on the lot. Trunks of any tree or brush smaller than 6 inches in diameter may be cut flush to the ground. Stumps of trees with trunks greater than 6 inches in diameter shall be removed, loaded, and disposed.

6.0 REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS MATERIAL.

6.1 A NESHAP Pre-Demolition Inspection has been performed on the properties listed above and it is attached at the end of these specifications (Attachment A). No ACM material Found.

7.0 SITE GRAVING.

7.1 Upon completion of demolition or removal and site clearing, the property shall be left in condition that allows the property to properly drain and be easily mowed and maintained. Addition of some suitable grade soil may be required to properly grade and dress up the immediate demolition site. Final grade must comply with the building code and will not be significantly altered from the general grade of the site. Soil material used on the surface shall be suitable to support the required sodding. The University must approve the site condition at the completion of the work. Utilization of existing suitable on-site material in final grading and dressing of the site is allowable. The resulting embankment from the building demolition is to be left in stable condition.

7.2 Sod. After demolition, the contractor shall sod all areas disturbed and all bare ground with Bermuda grass sod. This includes ground preparation of any areas that is bare of grass. This work shall consist of preparation of the designated area and placing Bermuda seed and straw. Work shall include 10-20-10 fertilizer properly applied at a rate of 200 lbs per acre and four complete waterings of the sodded areas. Water shall be provided at a University fire hydrant near the job site at no cost to the contractor. The contractor shall notify the Contract Administrator or other designated representative for this contract at least 24 hours in advance of the use of a hydrant for this purpose.

8.0 SECURITY FENCING.

8.1 Description. From the start of demolition until the site is leveled and cleared, the contractor shall provide a temporary security fence located as needed to prevent the public from walking into the demolition area. The fence shall consist of 4 foot high, high visibility orange plastic fencing, secured to steel T-posts spaced a maximum of 20 feet apart.

8.2 Upon final acceptance of project by University Contract Administrator, contractor will remove all temporary fencing from property.
ATTACHMENT C

NESHAP PREDEMOLITION INSPECTION
FOR
ASBESTOS CONTAINING MATERIALS

VACANT RESIDENTIAL HOUSE
1825 MILITARY DRIVE
CLAREMORE, OK

PREPARED FOR:

ROGERS STATE UNIVERSITY
1701 WILL ROGERS BOULEVARD
CLAREMORE, OK 74017

PREPARED BY:

__________________________
DEAN SWAIN
OKLAHOMA DOL LICENSED ASBESTOS MANAGEMENT PLANNER
OKMP134900

OF

ENVIRONMENTAL HAZARD CONTROL, INC
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TULSA, OK 74145
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SEPTEMBER 6, 2022
EXECUTIVE SUMMARY

Environmental Hazard Control, Inc. (EHCI) has completed the NESHAP asbestos inspection for the vacant residential house located just off Rogers State University Claremore campus at 1825 Military Drive in the city of Claremore, state of Oklahoma for George Proctor, Facilities Management Services, for Rogers State University.

The subject site consists of an approximate 1200 square foot main house with basement tunnel to covered garage and a detached gazebo. The main house was constructed around 1930s. The house is wood framed with rock veneer, concrete wall basement, wood floors, and composition shingled roof. The interior is finished with combination plaster and sheetrock walls and ceilings, small area of lay-in ceiling tiles, and combination carpet, ceramic, and roll sheet flooring. The garage is concrete caste and the gazebo is wood framed with composition shingled roof.

At the conclusion of the on-site inspection and review of laboratory analysis, the following asbestos materials were identified:

<table>
<thead>
<tr>
<th></th>
<th>Cat. I NF</th>
<th>Footage</th>
<th>Cat. II NF</th>
<th>Footage</th>
<th>RACM</th>
<th>Footage</th>
</tr>
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<tr>
<td>House, garage, gazebo</td>
<td>NONE</td>
<td>0</td>
<td>YES</td>
<td>4 SF</td>
<td>NONE</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>NONE</td>
<td>0</td>
<td>YES</td>
<td>4 SF</td>
<td>NONE</td>
<td>0</td>
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</tbody>
</table>

*The Category II non-friable material is a small broken cementious asbestos (transite) panel located in utility room of the house. This material can be removed prior to demolition and disposed of in a regular construction/demolition debris landfill.

Please note that the Oklahoma Department of Environmental Quality requires a 10-day advance notification of the intent to demolish any structure regardless of whether the structure contains asbestos or not. DEQ forms are available at the DEQ website http://www.deq.state.ok.us/agdnew/asbestos/NESHAPreq.pdf.

It is the opinion of the inspector, Dean Swain, that the content of this report accurately represents the conditions found at the time this survey was conducted.

Dean Swain
OKDOL Asbestos Management Planner
#OKMP134900
Expiration 01/03/2023
I. **Introduction:**

Environmental Hazard Control, Inc. (EHCI) has completed the NESHAP asbestos inspection for the vacant residential house located just off Rogers State University Claremore campus at 1825 Military Drive in the city of Claremore, state of Oklahoma for George Proctor, Facilities Management Services, for Rogers State University.

Federal Environmental Protection Agency (EPA) rules under NESHAP regulations as mandated by 40 CFR 61 Subpart M, state that prior to the commencement of the demolition or renovation of a facility, the contractor/building owner must thoroughly inspect the affected facility or parts of the facility where the demolition or renovation operation will occur for asbestos containing materials. The sampling protocol used for collection of these samples will be according to rules set forth in EPA AHERA legislation under 40 CFR 763.

Only EPA certified and Oklahoma Department of Labor licensed asbestos inspectors and management planners were used to conduct the inspections and report generation.

II. **Site Inspection/Description:**

The inspection was completed by Dean Swain, Oklahoma Department of Labor licensed asbestos inspector/management planner, on August 31, 2022. Copies of licensing certificates are available in Appendix ‘A.’

The subject site consists of an approximate 1200 square foot main house with basement tunnel to covered garage and a detached gazebo. The main house was constructed around 1930s. The house is wood framed with rock veneer, concrete wall basement, wood floors, and composition shingled roof. The interior is finished with combination plaster and sheetrock walls and ceilings, small area of lay-in ceiling tiles, and combination carpet, ceramic, and roll sheet flooring. The garage is concrete caste and the gazebo is wood framed with composition shingled roof.
During the on-site inspection, we visually assessed the physical characteristics of suspect asbestos-containing materials (SACM) based on homogeneous areas. Homogeneous areas are areas uniform by color, texture, construction, date of application, and in general appearance. Each observed homogeneous area of suspect ACM was assigned a unique identification number, described, and then measured.

For purposes of renovation and demolition, homogeneous areas of suspect asbestos-containing materials can be further classified according to NESHAP rules by whether the material is friable ACM, Category I Non-friable ACM, or Category II Non-friable ACM.
Friable ACM is defined by NESHAPS rules as any material containing more than one percent (1%) asbestos as determined by Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Category I Non-friable ACM is defined by NESHAPS rules as any asbestos-containing packings, gasket, construction mastic, resilient floor covering or asphalt roofing product that contains more than one percent (1%) asbestos as determined by Polarized Light Microscopy.

Category II Non-friable ACM is defined by NESHAPS rules as any material, excluding Category I non-friable ACM, containing more than one percent (1%) asbestos as determined by Polarized Light Microscopy, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Possible homogeneous areas of suspect ACM materials include the following:

<table>
<thead>
<tr>
<th>Cement Pipes</th>
<th>Elevator Brake Shoes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Wallboard</td>
<td>HVAC Duct Insulation</td>
</tr>
<tr>
<td>Cement Siding</td>
<td>Boiler Insulation</td>
</tr>
<tr>
<td>Asphalt Floor Tile</td>
<td>Breaching Insulation</td>
</tr>
<tr>
<td>Vinyl Floor Tile</td>
<td>Ductwork Flexible Fabric Connections</td>
</tr>
<tr>
<td>Vinyl Sheet Flooring</td>
<td>Cooling Towers Fill</td>
</tr>
<tr>
<td>Flooring Backing</td>
<td>Pipe Insulation (corrugated air-cell, block, etc.)</td>
</tr>
<tr>
<td>Construction Mastics (floor tile, carpet, ceiling tile, etc.)</td>
<td>Heating and Electrical Ducts</td>
</tr>
<tr>
<td>Acoustical Plaster</td>
<td>Electrical Panel Partitions</td>
</tr>
<tr>
<td>Decorative Plaster</td>
<td>Electrical Cloth</td>
</tr>
<tr>
<td>Textured Paints/Coatings</td>
<td>Electric Wiring Insulation</td>
</tr>
<tr>
<td>Ceiling Tiles and Lay-in Panels</td>
<td>Chalkboards</td>
</tr>
<tr>
<td>Spray-Applied Insulation</td>
<td>Roofing Shingles</td>
</tr>
<tr>
<td>Blown-in Insulation</td>
<td>Roofing Felts</td>
</tr>
</tbody>
</table>

Note: The above list does not include every product or material that may contain asbestos. It is only intended as a general guide to show which types of building materials may contain asbestos.

This asbestos inspection and physical assessment were based on the following terms or principles:

Condition Assessment—determination of current condition as viewed by asbestos inspector on dates of inspection.

- Significantly damaged: Material damaged, blistered, deteriorated, water stained over at least one tenth (10%) of its total area.
- Damaged: Material is damaged, blistered, deteriorated, water stained less than one tenth (10%) of its total area.
- Good: No visible damaged or deterioration.

The number of samples collected per homogeneous area was determined using to the AHERA protocol promulgated in 40 CFR 763, Appendix E as follows:

Surfacing materials-material that is sprayed or troweled on wall, ceilings, or support columns for fireproofing, acoustical, or even decorative purpose.
• Less than 1000 ft² = Minimum 3
• From 1000-5000 ft² = Minimum 5
• Greater than 5000 ft² = Minimum 7

TSI Materials-thermal system insulation materials applied to tanks, boiler, pipes, or other structural component for an insulating purpose.

• May omit areas of fibrous glass, foam glass, rubber, and Styrofoam from sampling. Areas that have mastic on seams or out jacketing will be sampled.
• At least three samples must be collected from each homogeneous area of TSI.
• Plus, an additional sample from each patched area of less than 6 linear feet.
• Fittings require a sufficient amount to determine positive or negative nature.
• Pull samples from damaged areas first, exposed ends, or areas missing jacketing.

Miscellaneous Materials-all other materials that are not thermal system insulation or surfacing materials. This includes gaskets, packings, joint wall compound, cementious asbestos materials, ceiling tiles, resilient flooring materials, etc...

• May assume and document as such.
• A sufficient amount of samples to determine negative or positive nature. A minimum of one (1) sample per homogeneous area will be collected. However, the inspector will use professional judgment in determining total number of samples.
• Collect samples from inconspicuous locations.
• Materials such as cementious asbestos or vibration dampening cloths should not be sampled and will be assumed asbestos containing materials unless instructed by client to collect these samples.

III. Bulk Sample Collection:

Upon completion of the on-site inspection and visual assessment of the subject site there were fourteen (14) homogeneous areas identified and sampled. A copy of the field inspector’s notes and assessment data sheets are available in Appendix ‘B’ and photographs of each homogeneous area in Appendix ‘C.’

IV. Bulk Sample Analysis:

Samples were collected from each homogeneous area according to protocol listed in 40 CFR 763 Appendix E, known as AHERA, and listed above and sent under chain-of-custody to Environmental Hazard Control, Inc. an AIHA reference laboratory, for analysis. All samples were analyzed using Polarized Light Microscopy (PLM) in accordance with EPA Method 600R-93/116. If the presence of asbestos was confirmed, the percentage of asbestos containing material versus non-asbestos containing material was visually estimated by a combination of Polarized Light and Stereo Microscope.

Thirty-six (36) samples were analyzed from the fourteen (14) homogeneous areas do to sample protocol or layered samples. At the conclusion of the on-site inspection and review of laboratory analysis, the following asbestos materials were identified above the threshold level of 1% as set by EPA and OSHA law:
Category I non-friable asbestos materials

- None

Category II non-friable asbestos materials

- Homogeneous area 07, sample 0701, cementious panel board located in utility room of main house. There is approximately 4 square feet of this material that is in a damaged condition.

Regulated asbestos containing materials

- None

Please see Appendix ‘B’ for a copy of complete laboratory results.

V. Conclusions:

According to federal NESHAP regulations and the Oklahoma Department of Environmental Quality, regulated asbestos containing materials (RACM) must be removed prior to any demolition or renovation process that may disturb them. RACM can be defined as (a) all friable asbestos, (b) Category I non-friable ACM that has become friable, (c) Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, (d) or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The Category II non-friable material identified is a small (4 square feet) broken cementious asbestos (transite) panel located in utility room of the house. This material can be removed prior to demolition and disposed of in a regular construction/demolition debris landfill.

Please note that the Oklahoma Department of Environmental Quality requires a 10-day advance notification of the intent to demolish any structure regardless of whether the structure contains asbestos or not. DEQ forms are available at the DEQ website http://www.deq.state.ok.us/aqdnw/asbestos/NESHAPreq.pdf.

VI. Exclusions:

Environmental Hazard Control, Inc.’s performance was in keeping with the standard of care common for such NESHAP inspections, but the report shall not constitute a warranty against losses or costs associated with unidentified ACM at any surveyed site due to lack of access or sample constraint. It should be recognized that the potential exists for ACM to be present in areas obstructed from view or inaccessible areas, such as areas behind ‘hard’ walls or ceilings, or areas within highly discretionary spaces that could not be identified without implementing a more destructive sampling technique or putting the inspector in undue danger (confined spaces, interior of pipes, vessels, electrical wiring, buried underground, etc). This survey was limited to visible and accessible areas only.
APPENDIX A

LICENSES AND CERTIFICATIONS
APPENDIX B

SITE MAPS, ASSESSMENT DATA SHEETS, CHAIN OF CUSTODY REPORT AND LABORATORY ANALYSIS
<table>
<thead>
<tr>
<th>Laboratory ID Number</th>
<th>Field Sample Number</th>
<th>Sample Location/Description</th>
<th>Asbestos Materials</th>
<th>Non-asbestos Materials</th>
<th>Results</th>
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</thead>
<tbody>
<tr>
<td>202231385</td>
<td>0101</td>
<td>ROOF - CARPORT/GAZEBO</td>
<td>15% CELLULOSE</td>
<td></td>
<td>NONE DETECTED</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td>202231386</td>
<td>0201</td>
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<td>50% FIBROUS GLASS</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td>1% TALC</td>
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<td>1% TALC</td>
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<td>Fiber Content</td>
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<td>0701</td>
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<tr>
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<td>1101</td>
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<tr>
<td>Date</td>
<td>Sample Description</td>
<td>Fiber Type</td>
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<tr>
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</tr>
</tbody>
</table>

RECEIVED: 8/31/22  DATE ANALYZED: 9/2/2022

QA/QC BY:  VLG  ANALYST'S SIGNATURE: DEAN SWAIN

The result quantification reported are an estimation based on the methods of visual estimation which is considered only a semi-quantitative technique. Also, this report is indicative only of the sample material Environmental Hazard Control, Inc received. Results do not necessarily reflect the makeup of the entire span from which the samples were derived. Sampling techniques and/or sample handling may affect the integrity of the sample/s before submission to Environmental Hazard Control, Inc and hence the outcome of the laboratory results. Samples not destroyed by testing are retained a minimum of thirty days. This report shall not be reproduced in any way without the written consent of Environmental Hazard Control, Inc.
<table>
<thead>
<tr>
<th>SAMPLE NO.</th>
<th>SAMPLE DESCRIPTION</th>
<th>FRIABLE (YES/NO)</th>
<th>TSI SUR</th>
<th>CONDITION: GOOD DAMAGED SIGNIFICANTLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0161</td>
<td>Rear - cabinet</td>
<td>No</td>
<td>Misc</td>
<td>Damaged</td>
</tr>
<tr>
<td>0261</td>
<td>Rear - mirror</td>
<td>No</td>
<td>Misc</td>
<td>Damaged</td>
</tr>
<tr>
<td>0361</td>
<td>White oil coated tiles</td>
<td>Yes</td>
<td>Misc</td>
<td>Damaged</td>
</tr>
<tr>
<td>0461</td>
<td>Amper coupler / 6A</td>
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<td>Sure</td>
<td>Damaged</td>
</tr>
<tr>
<td>0465</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
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<td>0469</td>
<td>&quot;</td>
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<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>0571</td>
<td>Kitchen P3F</td>
<td>No</td>
<td>Misc</td>
<td>Damaged</td>
</tr>
<tr>
<td>0661</td>
<td>Wall board - bathroom cabinet</td>
<td>No</td>
<td>Misc</td>
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</tr>
<tr>
<td>0761</td>
<td>Trans interior - window box</td>
<td>No</td>
<td>Misc</td>
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</tr>
<tr>
<td>0861</td>
<td>Soap dish - utility area</td>
<td>Yes</td>
<td>Sure</td>
<td>Damaged</td>
</tr>
<tr>
<td>0865</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
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<tr>
<td>0961</td>
<td>Exterior siding / up wall</td>
<td>Yes</td>
<td>Sure</td>
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</tr>
<tr>
<td>0362</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>0463</td>
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Reinforced by: [Signature]  Date: [Date]
Accepted by: [Signature]  Date: [Date]

Date Sampled: 8-31-2022

Analyzed By: [Signature]  Date: [Date]
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<th>SAMPLE NO</th>
<th>SAMPLE DESCRIPTION</th>
<th>FRIABLE (YES/NO)</th>
<th>TSI SUR MISC</th>
<th>CONDITION: GOOD DAMAGED SIGNIFICANTLY</th>
<th>TSU (LAB/4HR/5HR)</th>
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</thead>
<tbody>
<tr>
<td>1101</td>
<td>Attic Insulation: Loose Insulation</td>
<td>Yes</td>
<td>TSI</td>
<td>Damaged</td>
<td>TSU-5HR</td>
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<tr>
<td>1102</td>
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<td>Yes</td>
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<td>TSU-5HR</td>
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<tr>
<td>1202</td>
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<td>TSI</td>
<td></td>
<td>TSU-5HR</td>
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Relinquished by: [Signature]
Date: 8/31/2012  Time: 4:30 PM
Accepted By: [Signature]
Date: 8/31/2012  Time: 4:30 PM

Date Sampled: 8/31/2012
Analyzed By: [Signature]
Date: 9/3/2012
APPENDIX C

SITE PHOTOGRAPHS
Homogeneous area 01

Homogeneous area 02
Homogeneous area 03

Homogeneous area 04
Homogeneous area 05

Homogeneous area 06
Homogeneous area 07

Homogeneous area 08
Homogeneous area 09

Homogeneous area 10
Homogeneous area 11

Homogeneous area 12
SITE PLAN FOR 1825 MILITARY DR.

- REMOVE ALL BOUNDARY WALLS, FENCES, TREES, STUMPS, & SIDEWALKS
- TREES TO BE REMOVED WILL BE MARKED WITH YELLOW TAPE
- SAWCUT DRIVEWAY 18” BACK FROM STREET
- TREES TO BE REMOVED WILL BE MARKED WITH YELLOW TAPE
- REMOVE TREES & BRUSH IN THE GENERAL AREA IDENTIFIED.

Google Earth
Legal Description of Surveyed Boundary

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section Eight (8) in Township Twenty-one (21) North and Range Sixteen (16) East of the Indian Base and Meridian (I.B.M.), according to the U.S. Government Survey, thereof, Rogers County, State of Oklahoma; being more particularly described as follows:

COMMENCING at the NW corner of the NW/4 of Sec. 8, T-21-N, R-16-E; thence Northwesterly along said curve to the left having a radius of 242.80 feet; thence Southwesterly along said curve a distance of 196.00 feet; thence East 202.00 feet; thence North 196.00 feet; thence West 16.00 feet to a point of beginning.

NOTE: ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN.

Surveyor's Statement

I, KEVIN M. NEWLUN, a registered land surveyor in the state of Oklahoma, hereby certify that the above plat represents a boundary survey. The above plat reflects all instruments that have been disclosed and furnished at the time of survey. No opinion is vered as to the ownership of fences or any other appurtenances on said property. This plat of survey meets the minimum technical standards as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

BENCHMARK SURVEYING & LAND SERVICES, INC.

DATE OF CERTIFICATION

[Signature]

BENCHMARK SURVEYING & LAND SERVICES, INC.

DATE OF CERTIFICATION

[Signature]

BENCHMARK SURVEYING & LAND SERVICES, INC.