

RESOLUTION NO. 82-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A VENDOR AGREEMENT WITH ED BURDUE & CO. LLC FOR ASBESTOS ABATEMENT, DEMOLITION AND GRADING SERVICES ON PROPERTY LOCATED AT 624 BERLIN RD., HURON, OHIO IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND AND 00/100 DOLLARS (\$62,000.00).

WHEREAS, the City has obtained a proposal ("Proposal") from Ed Burdue & Co. LLC ("Company") for certain goods and/or services to be provided to the City by Company on property located at 624 Berlin Road, Huron, Ohio (hereinafter the "Site"), which Proposal is attached as Exhibit A to the Vendor Agreement and incorporated herein by reference;

WHEREAS, the parties desire to further memorialize certain duties, rights and obligations for work to be performed for the City at the Site pursuant to the Proposal;

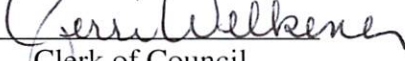
WHEREAS, the City desires to accept the Proposal, subject to the terms and conditions contained of a Vendor Agreement to be executed between the parties.

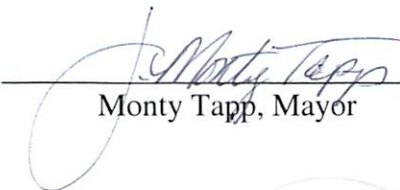
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized to execute a Vendor Agreement with Ed Burdue & Co., LLC, for asbestos abatement, demolition and grading services on property located at 624 Berlin Rd., Huron, Ohio, in an amount not to exceed Sixty-Two Thousand Dollars and xx/100 (\$62,000.00), according to terms substantially similar to the Vendor Agreement attached hereto as Exhibit "A."

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST: 
Clerk of Council


Monty Tapp, Mayor

ADOPTED: 27 SEP 2022



VENDOR AGREEMENT

This Vendor Agreement ("Agreement"), made by and between the **City of Huron, Ohio** ("City"), and **Ed Burdue & Co. LLC, an Ohio corporation** ("Company") (with City and Company being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, City has obtained a proposal from Company ("Proposal") for certain goods and/or services to be provided to City by Company at the location(s) described in the Proposal (624 Berlin Road)(the Site"), which Proposal is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Parties desire to further memorialize certain duties, rights and obligations for work to be performed for the City at the Site pursuant to the Proposal.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged by the parties, the Parties hereto agree as follows:

1. Subject to the provisions of Section 10 hereof, the City hereby accepts the Proposal, subject to the terms and conditions contained herein and contained within the "invitation to bid" (Exhibit B) and specified during the in-person walk through carried out August 26th. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, Invitation to Bid and the Walk-through specifications, the terms of this Agreement shall control.

2. The City shall have the unilateral and voluntary option to revoke, terminate or modify this Agreement on forty-eight (48) hours' notice in the event of Company's breach of this Agreement.

3. Prior to performing the work and providing goods that are the subject of the Proposal (as applicable), Company shall comply, at Company's sole cost and expense, with the following requirements:

- (a) Company shall fully inspect the Site and provide all necessary safety and security related services at the Site as determined necessary by Company, and the City shall not be obligated to provide any additional safety and security beyond ordinary police and fire protection available to citizens of the City;
- (b) Company shall perform all necessary site preparation, stabilization, and supply all protections at the Site to ensure the Site is safe, suitable, and stable prior to, during, and after performance of Company's work, which Site may be inspected by the City Engineer to ensure compliance with this Agreement. The City Engineer may require additional materials be added to some or all of the Site to ensure a stable Site environment with a suitable depth of stone or aggregate as directed by the City Engineer to withstand the weight of the goods being delivered and related transportation equipment;
- (c) Company shall obtain and provide the Certificate of Insurance referenced in Section 7, below; and
- (d) Company will ensure all transportation equipment for the goods and services provided by Company comply with all roadway load limitations and utilize ingress and egress pathways to and from the Site that comply with said load limits and as may be designated by the City.

5. Other than providing access to the Site pursuant to this Agreement, the City shall be under no obligation whatsoever to provide any assistance, services, or materials to Company for any of Company's activities arising or contemplated by the Proposal or this Agreement. In the event the City reasonably determines that assistance, services, or materials are required at the Site as a result of Company's activities at the Site, the City shall render a detailed cost statement for any and all assistance, services, or materials that the City determines is necessary to accommodate Company's activities at the Site, and Company shall pay all such costs and charges within thirty (30) days of receipt of invoice therefor. Without waiving the requirements of Company to comply with its obligations hereunder, including but not limited to Section 3 hereof, the items which shall be provided and billed when required (as determined by the City) include, but are not limited to:

- (a) The cost of materials to further improve and/or stabilize the Site (i.e., gravel, stone, etc.);
- (b) the cost of safety and health-related forces if utilized;
- (c) cost to repair, replace and/or remediate the Site and adjacent and contiguous property in the event of any damage or environmental contamination as a result of the activities of Company; and
- (d) and all other costs, fines, fees, penalties, and charges incurred by the City as a direct result of Company's breach of its obligations in this Agreement.

6. The Company acknowledges and agrees that:

- (a) it has had ample time and opportunity to inspect the Site prior to submitting the Proposal to City;
- (b) the City is relying upon Company's experience in estimating and pricing matters that are the subject of the Proposal to ensure the City's needs and expectations are fully satisfied as outlined by Company in the Proposal;
- (c) The quantity of goods and the services to be provided in the Proposal (as applicable) shall fulfill the City's needs such that no additional goods or services shall be necessary to fulfill the City's expectations as to goods to be delivered to, and work to be performed at, the Site;
- (d) the pricing in the Proposal is and shall be a "guaranteed maximum price," and the amount of goods and services provided shall be adequate for the City's intended use such that no additional goods nor services (as applicable) shall be requested by Company nor required of City, and any risk associated with the inadequacy of goods provided or services performed by Company (as applicable), if any, shall be borne by Company exclusively; and
- (e) Company, at its sole cost and expense, to have the entire Site cleaned and restored to the condition it was in as immediately prior to Company's activities at the Site not later than seven (7) business days after the Company's work is completed, including removal of all site preparation and site stabilization materials, if any.

7. The Company shall defend, indemnify and hold the City harmless from any and all actual or threatened actions, causes of action, claims, damages, demands, expenses, fees, fines, liabilities, losses, penalties, judgments, and suits for bodily injury, death and all property damage (including but not limited to environmental contamination as a result of Company's acts or omissions or those of its contractors) asserted by the City and/or any third parties, including but not limited to claims arising from acts, omissions, or reckless or wanton conduct directly or indirectly relating to any and all of Company and

Company's employees, contractors, agents, and authorized representatives relating to this Agreement, with such indemnification including all costs of defense, including reasonable attorneys and expert witness fees. Company shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the aggregate (including excess liability coverage); One Million Dollars (\$1,000,000.00) for Property Damage, which policies shall name the City as an additional insured by endorsement, and shall provide a copy of the relevant Certificate of Insurance on or before any activities are undertaken at the Site by Company. **Notwithstanding any contrary provision of this Agreement, the City's receipt of a valid and accurate Certificate of Insurance is an express condition precedent to the City permitting Company activities at the Site.**

8. Company shall furnish City with evidence that the required insurance referenced in Section 7 has been obtained on or before any activities are undertaken at the Site by Company. But for the inclusion of this Section 8, City would not have entered into this Agreement.


9. Company shall ensure all contractors providing transportation services maintain liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) Bodily Injury; One Hundred Thousand Dollars (\$100,000.00) Property Damage, which policies shall name the City as an additional insured and loss payee by endorsement and relevant Certificates of Insurance shall be provided to City on or before any activities are undertaken at the Site by Company.

10. Notwithstanding any contrary provision of this Agreement, this Agreement and the obligations of the Parties hereunder are expressly conditioned upon the Huron City Council approving this Agreement and authorizing its execution.


IN WITNESS WHEREOF, the Parties have set their hands to his Agreement as of the date(s) set forth below.

CITY OF HURON, OHIO

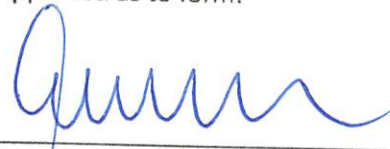
ED BURDUE & CO., LLC
an Ohio Limited Liability Company

By: 
Matthew Lasko, City Manager

Date: 9/28/2022

By: 
Printed Name: ED BURDUE
Title: PRES.
Date: 9-14-22

Approved as to form:


Todd A. Schrader, Law Director
City of Huron

Ed Burdue & Co. LLC
Excavating & Demolition Contractors
3025 Venice Rd.
Sandusky, Ohio 44870
Phone (419) 625-8121
Fax (419) 625-1330
An Equal Opportunity Employer

Proposal

September 9, 2022

To: City of Huron
417 Main St.
Huron, Ohio 44839

RE: Demolition of property – 624 Berlin Rd.

All work performed shall be in strict accordance with all current Federal, State, EPA and OSHA Regulations.

- 1.) Obtain demolition permit (if required)
- 2.) File 10 day notification of demolition with OEPA
- 3.) Cap sanitary sewer
- 4.) Demolish house structure in entirety and haul to an approved asbestos landfill. (Complete structure to be treated as ASM)
- 5.) Remove all concrete sidewalks, foundations, floors
- 6.) Backfill area with clean compactable fill.
- 7.) Grade all surrounding area.
- 8.) Remove all marked trees and grind stumps.
- 9.) Spread topsoil, seed, fertilizer and mulch.

Notes:

All work per City of Huron Specifications including removal of all hazardous material.

All abatement manifests to be delivered to City of Huron

Utilities to be disconnected by others (except sanitary sewer)

References and completed projects upon request

All workers have 10 day and supervisors have 30 day OSHA certifications

Insurance coverage of \$5,000,000.00 liability and workers compensation certificate will be provided upon request.

This quote may be withdrawn by Ed Burdue & Co. LLC if not accepted within 30 days.

This is a non-prevailing wage project.

Start and completion dates TBD

Price: \$62,000.00

Sixty Two Thousand and 00/1100 dollars

Payment Terms:

Net 30 days

Please sign proposal, if accepted and return.

If any questions, please call me at your earliest convenience.

Respectfully,

Ed Burdue, President
Ed Burdue & Co. LLC

Accepted By:

Signature: _____

Date: _____



INVITATION AND SPECIFICATIONS TO BID FOR THE DEMOLITION OF THE STRUCTURE(S) LOCATED AT:

624 Berlin Road, Huron, OH 44839

BIDS DUE: September 9th 2022 by 2:00PM

SCOPE OF WORK – HAZARDOUS MATERIAL ABATEMENT

The Contractor shall warrant and agree, by execution of the contract, that any hazardous materials removed from the site have been performed in a manner that complies with the City of Huron, EPA and ODH requirements.

- Work shall not begin until the City issues a Notice to Proceed.
- Asbestos Abatement and notification shall be in full compliance with Federal, State and Local laws.
- It is the responsibility of the Contractor to issue all EPA and ODH notices prior to beginning work and to provide the city with a copy.
- The asbestos surveys delineates the entire scope of work for each site.
- All materials removed from the site must be disposed of at an EPA approved Waste Shipment Site and proper paperwork provided to the City.
- All openings of the structure shall be boarded at the end of each workday and contents of the structure and other non-asbestos containing debris shall either be disposed of properly or shall remain in the structure.
- The Contractor shall submit a visual clearance report from an Asbestos Certified Professional as well as the Waste Manifest prior to any payment being made by the City.

SCOPE OF WORK – DEMOLITION

The Contractor shall warrant and agree, by execution of the contract, that any hazardous materials removed from the site have been performed in a manner that complies with the City of Huron, EPA and ODH requirements.

Under this item shall include all labor, tools, equipment, and incidentals necessary for the removal and/or clearing of, and satisfactory disposal of all specified buildings, fences, structures and other obstructions or materials which are not designed or permitted to remain. Surface hardscape scraping of up to three inches, grading seeding of the specified areas. Removal of septic and cisterns, removal of specified trees and brush, removal of site debris. This work shall also include backfilling the resulting trenches, holes, pits, any necessary traffic control, and securing of the property. Trash and debris shall be removed from the subject property, and the property shall be neat and clean at the completion of the project.

A site walkthrough shall be performed with interested bidders on August 30th at 9:00AM EST. This walkthrough MUST be attended to submit a bid.

**PERMITS:**

All necessary permits for this work shall be procured by the registered contractor from the City of Huron and are to be paid by the Contractor.

SEWER LINES:

The contractor will be responsible for plugging the existing sewer lines for each structure at the sidewalk and/or property line. No demolition work shall be performed on any property until the sewer line has been properly located. The capping of the sewer must be inspected by City inspectors.

BUILDINGS:

Buildings and their appendages are not the property of the contractor until they have been severed and removed from the real estate and the contractor has no right to rent, sell, or otherwise transfer title to such buildings prior to such severance and removal.

MATERIALS & UTILITIES:

All materials except that belonging to the public or private utility company shall become the property of the contractor. The contractor shall verify that all utilities have been disconnected in compliance with requirements of the City of Sandusky and the appropriate utility companies.

FOUNDATIONS:

Basement, pit, well and cistern walls as well as foundations and floors shall be fully excavated and removed from the site – including any or all tanks, appliances, wood or metal partitions, wood floors and concrete slabs existing in the basement.

Basement, pit, well and cistern walls along with foundations and slabs ARE NOT to be broken and utilized as fill.

All drains that are not removed shall be sealed with masonry, precast clay, or concrete stoppers.

Once the basement, pit, well and cistern walls as well as foundations and floors are fully excavated and removed from the site, contact the Community Development Department for inspection. Once an inspection has been completed, you may begin to backfill the property.

**BACKFILLING:**

As soon as removal work has been completed and approved by the City Engineer, or designee, the following items shall be addressed for completion at the site;

• Material:

- Filling shall be performed using clean compacted fill.
- Obtain all fill material from off-site commercial or City-approved sources that are free from contamination.
- Ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material.
- All fill material, except ODOT Granular Material (excluding blue clay), shall be subject to approval of the City.
- For approved fill material notify the City's representative in advance of the intention to import material, its location and the City's name, address and telephone number.

• Grading:

- Fill/Backfill shall attain the original (or otherwise specified) grades.
- Shall not be completed as to cause any increase of water velocity or damming of surface water as to create a water issue at demolition site or adjacent/neighborhood sites.

• Compaction:

- Fill material shall be compacted with proper mechanical equipment to the satisfaction of the City.

• Restoration:

- Reseed or plant anew any grass plot or plots disturbed. Once an inspection has been completed, you may begin to seed the property.
- Seeding, fertilizing and mulching of area shall be in accordance with item 659 of the most recent edition of the State of Ohio, Department of Transportation specifications. Per item 659.12, all seeding shall be performed between March 15 and October 15. Therefore, any demolition performed after October 15, will be seeded by the Contractor after the following March 15th. In these cases, the Contractor will receive a partial payment for work completed less a retained percentage of ten percent (10%) for the seeding and mulching to be performed at a later date. Regardless of when the seeding and mulching occurs, a ten percent (10%) retainage shall be held for the project until the Contractor has completed all contract work and it has been determined by the City that the grading is acceptable, no sinking has occurred, and grass is growing.

**REPAIRING GUTTERS, CURBS, CROSSWALKS AND SIDEWALKS**

All gutters, curb, crosswalks and sidewalks removed by the Contractor without written order from the Engineer except as specified, or any gutters, curbs, crosswalks and sidewalks damaged by the Contractor shall be replaced in kind or repaired without delay as soon as work immediately adjacent is completed, and at the sole expense of the Contractor.

TREES & SHRUBS:

Specified trees and shrubs will be removed. This will include any roots to a depth of 6" below the bottom of the grade. Area will be brought back to specified grade.

TRAFFIC CONTROL:

The Contractor is responsible for traffic control according to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) if the roadway or traffic is obstructed. Notice shall be given to the City prior to any traffic restraints or road closures, so that proper notification may be served to the public, at minimum 48 hours in advance.

BASIS OF PAYMENT:

Payment for this item of work shall be at the unit price in the Bid Proposal for each structure listed, a lump sum cost.

INFORMATION FOR BIDDERS

The Contractor is responsible for disposal of all construction debris including but not limited to excess soil, rock, or any other type of materials. The Contractor shall not fill any wetlands, low lands, flood plains, or drainage ways with said debris without obtaining proper approvals, permits, licenses, etc. from local, state, or federal agencies. The Contractor is responsible for having all utilities disconnected. **The City will issue a Notice to Proceed letter for the Asbestos Abatement and Demolition prior to any work commencing.**



UTILITY OWNERSHIP

The following utilities and owners are located within the work limits of this project.

Water:

City of Huron
417 Main St, Huron, OH 44839
(419)-433-9502

Electric: Ohio Edison
1-800-633-4766

Natural Gas: Columbia Gas of Ohio, Inc.
166 Milan Avenue
Norwalk, Ohio 44857-1146
(419) 744-5024



A & I Health Solutions
Environmental Strategies

2410 Claus Rd
Vermilion, Ohio 44089
(P) 440-258-4593
(F) 888-778-5354
aihealthsolutions@gmail.com
www.aihealthsolutions.com

Pre-Demolition Survey

Project Location:

**624 Berlin Rd
Huron, Ohio 44839**





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SUMMARY OF BUILDING AND ASBESTOS INSPECTION INFORMATION

Name of Facility: Residential

Location: 624 berlin rd Huron, Ohio 44839
Building Owner: City of Huron

Date of Construction: 1920

Major Additions: None

Approximate Area: 1800 sq ft

Building Use: School

Date of Inspection: 8-2-2022

Asbestos Inspectors
and Report Writers: Isaiah Brewer Ohio Asbestos Hazard Abatement Specialist No. as30288

Isaiah Brewer



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Introduction

A & I Health Solutions LLC was contracted by the City of Huron to perform a pre-demolition survey for 624 Berlin Rd Huron, Ohio 44839. Isaiah Brewer, an Asbestos Evaluation Specialist and Asbestos Hazardous Abatement Specialist, performed the survey.

The survey was conducted in general accordance with the USEPA guidelines recommended for pre-renovation of buildings under National Emissions Standards for Hazardous Air Pollutants (NESHAPs) 40 CFR Parts 61 and 63.

Methodology

All accessible locations that were to be affected by the planned renovation activities were examined for suspect asbestos containing materials (ACMs) and inaccessible areas were examined via exploratory demolition. All suspect ACMs found were adequately sampled per Federal Rules codified in 40 CFR Part 763.86 and samples were submitted to an accredited laboratory for analysis by Polarized Light Microscopy (PLM) and Point Counting where required. Sample Locations were determined, where applicable, according to the random sampling included in the EPA document "Asbestos in Building Simplified Sampling Scheme for Friable Surfacing Materials", dated October, 1985.

Samples were collected in 6 mil zip-lock bags, assigned a sample number and logged into the sample chain-of-custody form. After the collection of all of the samples was completed, the samples were sealed into a plastic bag and shipped via overnight Fedex delivery to IATL of Mount Laurel, NJ, a NVLAP accredited laboratory, and analyzed as part of this report.

Findings

- A. **Asbestos Containing Materials Found**
plaster throughout home, drywall ceilings and walls throughout the home, red/grey vinyl flooring, vermiculite (trace),
- B. **Non Asbestos Containing Materials Found**
ceiling tile, roofing, glazing, tan flooring, green vinyl flooring, white vinyl flooring, black barn roof tar,
- C. **Assumed Asbestos Containing Materials**



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Oberlin
624 Berlin Rd
Huron Rd
Quantities

Category	Description	% Asbestos	Condition	Quantity	Location	Friable
racm	Plaster walls	2	poor	5000	throughout	yes
racm	Plaster ceilings	2	poor	2500	throughout	yes
racm	Red/grey vinyl flooring	20	poor	400	kitchen	yes
racm	Drywall/joint compound walls	1.8	poor	5000	throughout	yes
racm	Drywall/joint compound ceiling	2.2	poor	2500	throughout	yes
miscellaneous	vermiculite	trace	poor	2000 sq ft	attic	yes



9000 Commerce Parkway, Suite B • Mount Laurel, NJ 08054
Phone: 877-428-4285/856-231-9449 • Fax: 856-231-9818

Chain of Custody

—Bulk Asbestos—

Contact Information

Client Company: A & I Health Solutions LLC

Office Address: 2410 claus rd

City, State, Zip: vermilion ohio 44089

Fax Number: 888 778 5354

Email Address: aihealthsolutions@gmail.com

Project Number: _____

Project Name: 24 Berlin Rd

Primary Contact: Isaiah Brewer

Office Phone: _____

Cell Phone: 440 258 4593

PLM Instructions:

- ☒ PLM: Bulk Asbestos Building Materials EPA 600 R-93/116, 1993
- ☐ PLM: Bulk Asbestos Building Materials EPA 600 M-4/82-020, 1982
- ☐ PLM: Bulk Asbestos Building Materials NIOSH 9002, 1985
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.1, 2002
- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.6, 2010
- ☐ TEM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.4, 2009

- ☒ PLM: Point Counting
 - ☐ PC: via ELAP 198.1
 - ☐ PC: 400 Points
 - ☐ PC: 800 Points *
 - ☐ PC: 1600 Points *

- ☒ PLM: Instructions for Multi-Layered Samples
 - ☒ Analyze and Report All Separable Layers per EPA 600
 - ☐ Report Composite for Drywall Systems per NESHAP
 - ☐ Report All Layers and Composite Where Applicable
 - ☐ Only Analyze and Report Specifically Noted Layer

- ☒ PLM: Analyze Until Positive (Positive Stop)
 - ☐ AUP: by Homogenous Area as Noted
 - ☒ AUP: by Material Type as Noted
- ☐ PLM: NOB via 198.6
 - ☐ PLM: Friable via EPA 600 2.3
 - ☐ If <1% by PLM, to TEM via 198.4 *
 - ☐ If <1% by PLM, Hold for Instructions

- ☐ PLM: Non-Building Material *** (Dust, Wipe, Tape)
 - ☐ Soil or Vermiculite Analysis *
 - ☐ CARB 435

Special Instructions: if one layer of material is positive, positive stop for remaining

* Additional charge and turnaround may be required

** Alternative Method (ex: EPA 600/R-04/004) may be recommended by Laboratory

Turnaround Time

Preliminary Results Requested Date: _____

Specific date / time

☐ Verbal ☒ Email ☐ Fax

☐ 10 Day ☒ 5 Day ☐ 3 Day ☐ 2 Day ☐ 1 Day* ☐ 12 Hour** ☐ 6 Hour** ☐ RUSH**

* End of next business day unless otherwise specified. ** Matrix Dependent. ***Please notify the lab before shipping***

Chain of Custody

Relinquished (Name/Organization): 18 A & I Health Solutions

Date: _____

Time: _____

Received (Name / iATL): _____

Date: _____

Time: _____

Sample Login (Name / iATL): _____

Date: _____

Time: _____

Analysis(Name(s) / iATL): _____

Date: 8/6/12

Time: _____

QA/QC Review (Name / iATL): _____

Date: _____

Time: _____

Archived / Released: _____

QA/QC InterLAB Use: _____

Date: _____

Time: _____

RECEIVED

AUG - 5/

IATL - By _____

Chain of Custody

— Bulk Asbestos —

Contact Information

Client Company: A & I Health Solutions LLC
Office Address: 2410 claus rd
City, State, Zip: vermillion ohio 44089
Fax Number: 888 778 5354
Email Address: aihealthsolutions@gmail.com

Project Number: _____
Project Name: 24 Berlin Rd
Primary Contact: Isaiah Brewer
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- ☐ PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.6, 2010
- ☐ TEM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.4, 2009

- ☒ PLM: Point Counting
 - ☐ PC: via ELAP 198.1
 - ☐ PC: 400 Points
 - ☐ PC: 800 Points *
 - ☐ PC: 1600 Points *

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Preliminary Results Requested Date: _____
Specific date / time
☐ 10 Day ☒ 5 Day ☐ 3 Day ☐ 2 Day ☐ 1 Day* ☐ 12 Hour** ☐ 6 Hour** ☐ RUSH**

* End of next business day unless otherwise specified. ** Matrix Dependent. ***Please notify the lab before shipping***

Chain of Custody

Relinquished (Name/Organization):	A & I Health Solutions	Date:	_____	Time:	RECEIVED
Received (Name / iATL):	_____	Date:	_____	Time:	_____
Sample Login (Name / iATL):	_____	Date:	_____	Time:	_____
Analysis(Name(s) / iATL):	_____	Date:	8/5/12	Time:	_____
QA/QC Review (Name / iATL):	_____	Date:	_____	Time:	AUG - 5/2012
Archived / Released:	_____	QA/QC InterLAB Use:	_____	Date:	_____
				Time:	_____

Sample Log

-Bulk Asbestos-

Client: A & I Health Solutions LLC Project: 624 Berlin Rd

Sampling Date/Time: 8-2-22

Bulk Asbestos Sample Log			
Client Sample #	iATL #	Location/Description	Notes
A1	7475264	500 sq ft Kitchen ceiling	Drywall
A2	7475265	Entry ceiling	
A3	7475266	" "	
A1 B1	7475267	500 sq ft Kitchen wall	Drywall
A B2	7475268	Entry wall	
B3	7475269	" "	
C1	7475270	600 sq ft Living Room ceiling	1st layer
C2	7475271	" "	Drywall
C3	7475272	" "	
D1	7475273	1st Flr Bedroom	200 sq ft
D2	7475274	" "	Plaster
D3	7475275	" "	
E1	7475276	2nd layer plaster ceiling	1st Flr
E2	7475277		2nd Flr
E3	7475278		
E4	7475279		
ES	7475280		

Sample Log

—Bulk Asbestos—

Client: A & I Health Solutions LLC Project: 624 Berlin Rd

Sampling Date/Time: _____

Bulk Asbestos Sample Log

Client Sample #	iATL #	Location/Description	Notes
F1	7475281	1 st Flr hallway ceiling tile	
F2	7475282	" "	
G1	7475283	1 st Flr Plaster walls	
G2	7475284	2 nd " "	
G3	7475285	" "	
G4	7475286	" "	
G5	7475287	" "	
H1	7475288	Roof Shingles	
H2	7475289	" "	
I1	7475290	Roof felt	
I2	7475291	Roof felt	
J1	7475292	Window glazing	
J2	7475293	" "	
K1	7475294	Vermiculite	Asbestos
*K2	7475295	" "	Asbestos
L1	7475296	Upstairs Flr	
L2	7475297	" "	

Sample Log

–Bulk Asbestos–

Client: A & I Health Solutions LLC Project: 124 Berlin Rd

Sampling Date/Time: _____

Bulk Asbestos Sample Log

Client Sample #	iATL #	Location/Description	Notes
M1	7475293	Kitchen Flg 400 sq ft	
M2	7475300		
N1	7475301	Bthrm Flg 1st layer	
N2	7475302	" "	
O1	7475303	Bthrm Flg 2nd layer	
O2	7475304	" "	
P1	7475305	Basn Ceiling Tile 800 sq ft	
P2	7475306	" "	
Q1	7475307	Basn Roof Cement/Flashing	
Q2	7475308	" "	
*Labelled P1, P2; #s assigned based on description			

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475264
Client No.: A1

Analyst Observation: White Drywall
Client Description: Drywall

Location: Kitchen Ceiling
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Percent Non-Fibrous Material:
98

Lab No.: 7475264(L2)
Client No.: A1

Analyst Observation: White Ceiling Texture
Client Description: Drywall

Location: Kitchen Ceiling
Facility:

Percent Asbestos:
PC 1.2 Chrysotile

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
98.8

Analyzed by Ellen Smith 8/12/22.

Lab No.: 7475265
Client No.: A2

Analyst Observation: White Drywall
Client Description:

Location: Entry Ceiling
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Percent Non-Fibrous Material:
98

Lab No.: 7475265(L2)
Client No.: A2

Analyst Observation: Sample Not Analyzed
Client Description:

Location: Entry Ceiling
Facility:

Percent Asbestos:
Sample Not Analyzed

Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Percent Non-Fibrous Material:

Lab No.: 7475266
Client No.: A3

Analyst Observation: White Drywall
Client Description:

Location: Entry Ceiling
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
2 Cellulose

Percent Non-Fibrous Material:
98

Lab No.: 7475266(L2)
Client No.: A3

Analyst Observation: Sample Not Analyzed
Client Description:

Location: Entry Ceiling
Facility:

Percent Asbestos:
Sample Not Analyzed

Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Percent Non-Fibrous Material:

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022

Date Analyzed: 08/11/2022

Signature:

Analyst: Michael Moore

Approved By:



Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089


Client: AIH488

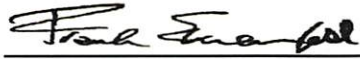
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475267 Client No.: B1 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Joint Compound Client Description: Drywall <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Kitchen Wall Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475268 Client No.: B2 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: Entry Wall Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475269 Client No.: B3 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: Entry Wall Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475269(L2) Client No.: B3 <u>Percent Asbestos:</u> <i>PC 0.50 Chrysotile</i>	Analyst Observation: White Joint Compound Client Description: <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Entry Wall Facility: <u>Percent Non-Fibrous Material:</u> 99.5
Lab No.: 7475270 Client No.: C1 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Drywall Client Description: 1st Layer Drywall <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: Living Rm Ceiling Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475270(L2) Client No.: C1 <u>Percent Asbestos:</u> <i>PC 2.2 Chrysotile</i>	Analyst Observation: Off-White FRP Sheeting Client Description: 1st Layer Drywall <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: Living Rm Ceiling Facility: <u>Percent Non-Fibrous Material:</u> 97.8

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475271	Analyst Observation: Tan Plaster	Location: Living Rm Ceiling
Client No.: C2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Lab No.: 7475271(L2)	Analyst Observation: White Plaster	Location: Living Rm Ceiling
Client No.: C2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 2.0 Chrysotile</i>	None Detected	98


Lab No.: 7475272	Analyst Observation: White Drywall	Location: Living Rm Ceiling
Client No.: C3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	2 Cellulose	98

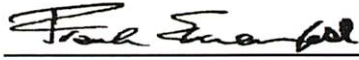
Lab No.: 7475272(L2)	Analyst Observation: Sample Not Analyzed	Location: Living Rm Ceiling
Client No.: C3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>Sample Not Analyzed</i>	Sample Not Analyzed	

Lab No.: 7475273	Analyst Observation: Off-White Plaster	Location: 1st Floor Bedroom
Client No.: D1	Client Description: 200 Sq FT Plaster	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	2 Synthetic	98

Lab No.: 7475273(L2)	Analyst Observation: White Ceiling Texture	Location: 1st Floor Bedroom
Client No.: D1	Client Description: 200 Sq FT Plaster	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475274	Analyst Observation: Off-White Plaster	Location: 1st Floor Bedroom
Client No.: D2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	3 Synthetic	97

Lab No.: 7475275	Analyst Observation: Off-White Plaster	Location: 1st Floor Bedroom
Client No.: D3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	3 Synthetic	97


Lab No.: 7475275(L2)	Analyst Observation: White Ceiling Texture	Location: 1st Floor Bedroom
Client No.: D3	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	None Detected	100

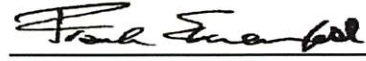
Lab No.: 7475276	Analyst Observation: Off-White Plaster	Location: 1st Floor and 2nd Floor
Client No.: E1	Client Description: 2nd Layer Plaster Ceiling	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	5 Synthetic	95

Lab No.: 7475276(L2)	Analyst Observation: White Plaster	Location: 1st Floor and 2nd Floor
Client No.: E1	Client Description: 2nd Layer Plaster Ceiling	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	None Detected	100

Lab No.: 7475277	Analyst Observation: Off-White Plaster	Location:
Client No.: E2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
None Detected	3 Synthetic	97

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089


Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevlin Rd
Project No.:

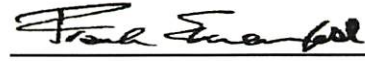
Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475277(L2) Client No.: E2	Analyst Observation: Off-White Joint Compound Client Description:	Location: Facility:
<u>Percent Asbestos:</u> PC 1.8 Chrysotile	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98.2
Lab No.: 7475278 Client No.: E3	Analyst Observation: Off-White Plaster Client Description:	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 3 Synthetic	<u>Percent Non-Fibrous Material:</u> 97
Lab No.: 7475278(L2) Client No.: E3	Analyst Observation: Sample Not Analyzed Client Description:	Location: Facility:
<u>Percent Asbestos:</u> Sample Not Analyzed	<u>Percent Non-Asbestos Fibrous Material:</u> Sample Not Analyzed	<u>Percent Non-Fibrous Material:</u>
Lab No.: 7475279 Client No.: E4	Analyst Observation: Off-White Plaster Client Description:	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 5 Synthetic	<u>Percent Non-Fibrous Material:</u> 95
Lab No.: 7475279(L2) Client No.: E4	Analyst Observation: White Plaster Client Description:	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475280 Client No.: E5	Analyst Observation: Off-White Plaster Client Description:	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475280(L2)
Client No.: E5
Percent Asbestos:
Sample Not Analyzed

Analyst Observation: Sample Not Analyzed
Client Description:
Percent Non-Asbestos Fibrous Material:
Sample Not Analyzed

Location:
Facility:
Percent Non-Fibrous Material:

Lab No.: 7475281
Client No.: F1
Percent Asbestos:
None Detected

Analyst Observation: Tan/White Ceiling Tile
Client Description: Ceiling Tile
Percent Non-Asbestos Fibrous Material:
90 Cellulose


Location: 1st Floor Hallway
Facility:
Percent Non-Fibrous Material:
10

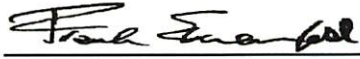
Lab No.: 7475282
Client No.: F2
Percent Asbestos:
None Detected

Analyst Observation: Tan/White Ceiling Tile
Client Description:
Percent Non-Asbestos Fibrous Material:
90 Cellulose

Location: 1st Floor Hallway
Facility:
Percent Non-Fibrous Material:
10

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/11/2022
Signature: 
Analyst: Michael Moore

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

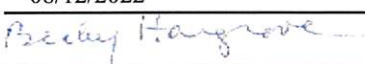
Client: AIH488

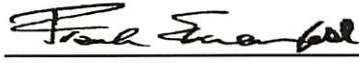
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475283 Client No.: G1 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475283(L2) Client No.: G1 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Grey Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> 2 Hair	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475284 Client No.: G2 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Grey Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475285 Client No.: G3 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475285(L2) Client No.: G3 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: Grey Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> 3 Hair	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 97
Lab No.: 7475286 Client No.: G4 <u>Percent Asbestos:</u> <i>None Detected</i>	Analyst Observation: White Plaster Client Description: Plaster Walls <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	Location: 1st Floor and 2nd Floor Facility: <u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

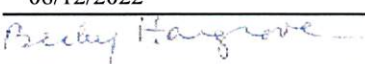
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

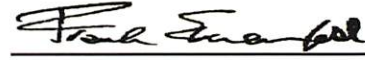
Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475286(L2) Client No.: G4	Analyst Observation: Grey Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 3 Hair	<u>Percent Non-Fibrous Material:</u> 97
Lab No.: 7475287 Client No.: G5	Analyst Observation: Grey Plaster Client Description: Plaster Walls	Location: 1st Floor and 2nd Floor Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 2 Cellulose	<u>Percent Non-Fibrous Material:</u> 98
Lab No.: 7475288 Client No.: H1	Analyst Observation: Black/White Shingle Client Description: Roof Shingle	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 15 Cellulose	<u>Percent Non-Fibrous Material:</u> 85
Lab No.: 7475289 Client No.: H2	Analyst Observation: Black/White Shingle Client Description: Roof Shingle	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 15 Cellulose	<u>Percent Non-Fibrous Material:</u> 85
Lab No.: 7475290 Client No.: I1	Analyst Observation: Black Tar Paper Client Description: Roof Felt	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 50 Cellulose	<u>Percent Non-Fibrous Material:</u> 50
Lab No.: 7475291 Client No.: I2	Analyst Observation: Black Tar Paper Client Description: Roof Felt	Location: Facility:
<u>Percent Asbestos:</u> None Detected	<u>Percent Non-Asbestos Fibrous Material:</u> 50 Cellulose	<u>Percent Non-Fibrous Material:</u> 50

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

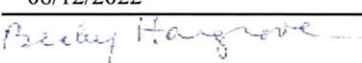
Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

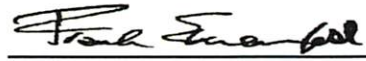
PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475292 Client No.: J1	Analyst Observation: Tan Glazing Client Description: Window Glazing	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475293 Client No.: J2	Analyst Observation: Tan Glazing Client Description: Window Glazing	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475294 Client No.: K1	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> PC Trace Actinolite	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475295 Client No.: K2	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475296 Client No.: K3	Analyst Observation: Tan Vermiculite Client Description: Vermiculite	Location: Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100
Lab No.: 7475297 Client No.: L1	Analyst Observation: Tan/Black Vinyl Sheet Flooring Client Description: Flooring	Location: Upstairs Facility:
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> 35 Cellulose	<u>Percent Non-Fibrous Material:</u> 65

Note: Mastic not present.

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475298	Analyst Observation: Tan/Black Vinyl Sheet Flooring	Location: Upstairs
Client No.: L2	Client Description: Flooring	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	35 Cellulose	65

Note: Mastic not present.

Lab No.: 7475299	Analyst Observation: Red/Grey Vinyl Sheet Flooring	Location: Kitchen
Client No.: M1	Client Description: Flooring	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>20 Chrysotile</i>	2 Cellulose	78

Note: Mastic not present.

Lab No.: 7475300	Analyst Observation: Sample Not Analyzed	Location:
Client No.: M2	Client Description:	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>Sample Not Analyzed</i>	Sample Not Analyzed	

Lab No.: 7475301	Analyst Observation: Green/Off-White Vinyl Sheet Flooring	Location: Bathroom
Client No.: N1	Client Description: Flooring 1st Layer	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	None Detected	100

Note: Mastic not present.

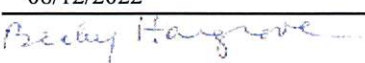
Lab No.: 7475302	Analyst Observation: White Vinyl Sheet Flooring	Location: Bathroom
Client No.: N2	Client Description: Flooring 1st Layer	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	10 Fibrous Glass	90

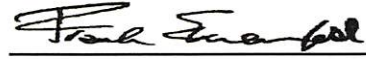
Note: Mastic not present.

Lab No.: 7475303	Analyst Observation: White Vinyl Sheet Flooring	Location: Bathroom
Client No.: O1	Client Description: Flooring 2nd Layer	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	10 Fibrous Glass	90

Note: Mastic not present.

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Client: AIH488

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7475304	Analyst Observation: White Vinyl Sheet Flooring	Location: Bathroom
Client No.: O2	Client Description: Flooring 2nd Layer	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	10 Fibrous Glass	90

Note: Mastic not present.

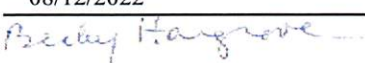
Lab No.: 7475305	Analyst Observation: Tan/White Ceiling Tile	Location: Barn
Client No.: P1	Client Description: Ceiling Tile	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	90 Cellulose	10

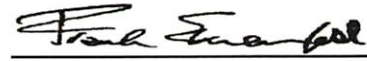
Lab No.: 7475306	Analyst Observation: Tan/White Ceiling Tile	Location: Barn
Client No.: P2	Client Description: Ceiling Tile	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>None Detected</i>	90 Cellulose	10

Lab No.: 7475307	Analyst Observation: Black Tar	Location: Barn Roof
Client No.: Q1	Client Description: Cement/Flashing	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 0.5 Chrysotile</i>	10 Cellulose	89.5

Lab No.: 7475308	Analyst Observation: Black Tar	Location: Barn
Client No.: Q2	Client Description: Cement/Flashing	Facility:
<u>Percent Asbestos:</u>	<u>Percent Non-Asbestos Fibrous Material:</u>	<u>Percent Non-Fibrous Material:</u>
<i>PC 0.5 Chrysotile</i>	10 Cellulose	89.5

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 8/5/2022
Date Analyzed: 08/12/2022
Signature: 
Analyst: Rebecca Hargrove

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Client: AIH488

Report Date: 8/12/2022
Report No.: 666481 - PLM
Project: 724 Bevin Rd
Project No.:

Appendix to Analytical Report

Customer Contact: Isaiah Brewer

Method: 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, USEPA 600, R93-116 and NYSDOH ELAP 198.1 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com

iATL Office Manager: wchampion@iatl.com

iATL Account Representative: House Account

Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Bulk Building Materials

Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB) See additional information at the end of this appendix.

CERTIFICATE OF ANALYSIS

Client: A&I Health Solutions
2410 Claus Road
Vermilion OH 44089

Report Date: 8/12/2022
Report No.: 666481 - PLM
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Project No.:

Client: AIH488

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gangue, homogeneous exfoliated sheets of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite (https://www.wadsworth.org/sites/default/files/WebDoc/1198_8_02_2.pdf)

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116
- Requirements/Comments:** Minimum of 0.1 g of sample. ~0.25% for most samples.

CERTIFICATE OF ANALYSIS

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2) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

3) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5) **Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.

*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

New York State Department of Health requires that samples originating from NYS that they categorize as Non-friable Organically Bound materials can only be confirmed as None Detected for asbestos by method 198.4. See the table below for a list of those materials. (ENVIRONMENTAL LABORATORY APPROVAL PROGRAM CERTIFICATION MANUAL - ITEM No. 198.1, Revision Date 5/6/16)

*Asphalt Shingles, Caulking, Ceiling Tiles with Cellulose, Duct Wrap, Glazing, Mastic, Paint Chips, Resilient Floor Tiles, Rubberized Asbestos Gaskets, Siding Shingles, Vinyl Asbestos Tile, NOB materials (other than SM-V) with <10% vermiculite, Any material (Friable or NOB other than SM-V) with >10% vermiculite.

Statistically derived uncertainty with any measure should be taken into consideration when reviewing and interpreting all reported data and results. A more comprehensive listing of accuracy, precision, and uncertainty as it impacts this method is available upon request.



A & I Health Solutions
Environmental Strategies

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Vermilion, Ohio 44089
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www.aihealthsolutions.com

EXHIBIT A

ORDINANCE NO. 2022-22

Introduced by Joe Dike

AN ORDINANCE ADOPTING CHAPTER 160 LOCAL PREFERENCE; AND DECLARING AN EMERGENCY.

WHEREAS, Huron City Council has determined that it is in the public interest for the City of Huron to purchase equipment, material, and supplies from local business; and

WHEREAS, providing a system of preference for local business will benefit the local economy and generate additional tax revenues for the City of Huron.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That Chapter 160 (Local Preference) of the Codified Ordinances of the City of Huron, Ohio, is hereby adopted as follows:

CHAPTER 160

Local Preference

160.01 Definitions of terms.

160.02 Local preference.

WHEREAS, Huron City Council has determined that it is in the public interest for the City of Huron to purchase equipment, material, and supplies from local business; and

WHEREAS, providing a system of preferences for local business will benefit the local economy and generate additional tax revenues for the city of Huron.

160.01 DEFINITIONS OF TERMS.

As used in this Chapter 160, the following words, phrases and terms shall be defined as set forth below:

- (a) "Bid" means the quoted monetary amount submitted to the City of Huron in a response to an invitation for bid, solicitation or request for proposal for a price in connection with the award of a municipal contract for services or supplies.
- (b) "Bidder" means a person, firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate or trust offering or proposing to enter into a contract with the City in response to an invitation to bid, solicitation or to a request for proposal.

- (c) **“Bid Preference”** means the application of a percentage adjustment to the total amount of a Bid submitted by a Bidder whose Operations Location is within the City, Huron Township, or Erie County (as referenced herein) for a contract solely for the purpose of bid comparisons. The use of a Bid Preference for Bid comparison will not alter the total amount of the Bid or price submitted by a Bidder or the contract executed based on a Bid.
- (d) **“Chapter”** means all of the provisions of this Chapter 160 of the Codified Ordinance of Huron, Ohio.
- (e) **“City”** means the City of Huron, Ohio.
- (f) **“Contract”** means a binding agreement executed on or after the effective date of this Chapter by which, after the making of an invitation to bid, solicitation or request for proposal, the City either grants a privilege or is committed to expend or does expend its funds or other resources for or in connection with any Contract for the:
 - (1) Construction of any public improvement;
 - (2) Purchase of personal property;
 - (3) Purchase of supplies, material or equipment;
 - (4) The provision of services to the City other than Professional Services.
- (g) **“Contracting Department”** includes any administrative department under charge of the City Manager.
- (h) **“Contracting Authority”** means the official authorized to enter into a Contract on behalf of a particular Contracting Department.
- (i) **“Operations Location”** means the actual physical location of the principal place of business of the Bidder, with such business having either an actual physical business location and actual operations related thereto at the Operations Location or other substantial presence at the Operations Location as reasonably determined by the City. For persons who are not registered with the State and who have no principal place of business, the residence of such person shall be the Operations Location, and a valid driver’s license may be provided by persons who are not registered with the State indicating a place of residence within Erie County. A Bidder shall submit a “Bidder’s Affidavit” in a form prescribed by the Contracting Authority at the time of submission of Bid in order to qualify for a Bid Preference.
- (j) **“Local Bidder”** means an individual or business entity which at the time of the award of a Contract pursuant to a Bid:
 - (1) Has a Operations Location within Erie County; and
 - (2) If required by law, has filed an income tax return for the year preceding the award of the Contract with a Erie County taxing authority; and
 - (3) If required by law, is paid in full or is current and not otherwise delinquent in the payment of City income taxes.

- (k) "Professional Services" means services that usually require skill or expertise of an advanced, specialized or peculiar nature, including but not limited to attorneys, architects, engineer, professional design firms, construction managers, surveyors, accountants, physicians, real estate appraisers, real estate brokers and sales people, insurance advisors, computer software consultants, telecommunications consultants and third party benefit administrators.

160.02 LOCAL PREFERENCE.

- (a) Application of Bid Preference. Subject to the limitations contained in subsection (f) below, a Contracting Authority shall, prior to awarding a Contract, evaluate all Bids received and apply a Bid Preference equal to four percent (4%) to each Bid of any Local Bidder whose Operations Location is within the City or within Huron Township or two percent (2%) to each Bid submitted by any other Local Bidder. Only one Bid Preference is to be applied to each Bid.
- (b) All Contracts shall be awarded to the lowest and best bidder. The determination of the best bid shall be made in conformance with the criteria set forth in the bidding documents and other criteria established by the Contracting Authority.
- (c) Nothing herein shall be construed as increasing or decreasing the actual price of a Bid and the resulting Contract made in accordance with the terms of this Chapter. The provisions of this Chapter are intended to be used for the exclusive purpose of comparing the evaluating bids for goods and services. Nothing in this Chapter shall be construed to create any private rights, claims or causes of action on behalf of any person, including but not limited to any Bidder.
- (d) The provisions of this Chapter shall not apply to the following contracts or situations:
- (1) Contracts funded in whole or in part with State or Federal funds;
 - (2) Emergency procurements;
 - (3) Purchases made through the Ohio Department of Administrative Services or through participation in a joint purchasing program authorized under Section 9.48 of the Ohio Revised Code;
 - (4) Contracts for Professional Services;
 - (5) Contracts proposing or requiring local hiring preferences or to require local employees in the bidding or hiring process (O.R.C. 9.75); or
 - (6) Any other Contract for which an invitation to bid, solicitation or request for proposal has not been made.
- (e) The City shall indicate in all of its invitations to bid, its requests for proposals and its solicitations for Contracts that it shall apply a Bid Preference in accordance with this Chapter.
- (f) The maximum amount of Bid Preference applied according to this Chapter shall be:
- (1) For contracts up to \$500,000, the maximum Bid Preference shall be \$10,000; and
 - (2) For contracts from \$500,001 to \$1,000,000 and higher, the maximum Bid Preference shall be \$25,000.

Section 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents; and, additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately. **WHEREFORE**, this Ordinance shall take effect immediately upon its adoption.