REQUEST FOR PROPOSAL

MIDWESTERN STATE UNIVERSITY
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

BID NUMBER	BID TITLE
735-16-8165	**Exterior Window Painting Hardin Building**

BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
August 25, 2016 to:
the office's of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at http://mwsu.edu/purchasing/.

Sign the **Vendor's Affidavit Notice** and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.

2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.

3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**

6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**

8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Un realistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.

11. Written and verbal inquires pertaining to bids must give Bid Number and Commodity.

12. No substitutions or cancellations permitted without written approval of Director of Purchasing.

13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.

14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.

15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to

satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice shoeing bid number and purchase order number to:

Midwestern State University
Accounts Payable
3410 Taft Blvd.
Wichita Falls, TX. 76308

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice which ever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contactor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

24. E-Verify: Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.

REQUEST FOR PROPOSAL

EXTERIOR WINDOW PAINTING HARDIN BUILDING
MIDWESTERN STATE UNIVERSITY

It is the intent of these specifications to describe the minimum requirements for **the above titled project** at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than August 18, 2016 to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

Midwestern State University may in it's sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located

at http://mwsu.edu/purchasing/. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

PRE-BID MEETING: A pre-bid meeting will be held at **10:00 a.m. on August 15, 2016** at the northwest corner of the Hardin building, exterior, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

SPECIFICATIONS
RFP #735-16-8165

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:
http://mwsu.edu/purchasing/

Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:
http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

Please supply schedule and lead time for project with bid:

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2005 Uniform General Conditions apply to this Bid and can be found at the below listed link:
http://mwsu.edu/purchasing/contract-management

A Bid Bond of 5% will be required with your Bid.

BID SHEET
EXTERIOR WINDOW PAINTING HARDIN BUILDING
RFP#735-16-8165

Base Bid:_____

Alternate #1:_____

Alternate #2:_____

Company Name:_____

Print Name:_____

Signature:_____

Email:_____

Telephone:_____

HARDIN EXTERIOR WINDOWS PAINTING

BACKGROUND:

The exterior windows of Midwestern State University's Hardin Administration Building are either wooden or metal framed with single pane glass. The condition of the existing paint has degraded substantially over recent years and was made worse on the western/southern windows in May 2013 as a result of a large hail storm (see photos at the end of this document for examples of the western windows' condition). Many of the windows have paint which is peeling and glazing which is lose or fallen off. Replacement of the glazing on wooden windows and priming/painting of all windows is the objective of this project.

SCOPE OF WORK:

The contractor shall complete the following tasks:

1. Scrape each window and frame to remove loose paint. Prime the wooden areas using Zinsser deep tint primer. Paint all wooden surfaces with a minimum of two top coats using Kelly-Moore AcryShield exterior low sheen paint (color is Hardin brown).
2. The attached sketches identify the location of each window needing to be painted or have its glazing replaced.
3. Due to the age of the building, the existing paint contains lead so proper precautions and removal/scraping procedures must be exercised at ALL times. Reference Texas Environmental Lead Reduction Rules (**§**295.201-220) for lead paint abatement removal procedures and requirements.
4. To assist bidders in understanding the condition of the existing windows, the windows were rated in the attached drawings on a scale from 1 to 10 with 1 requiring scraping/removal of virtually all paint to a 10 which should only require cleaning prior to painting (i.e., no scraping). Scraping, to some degree, is assumed to be necessary on any window rated less than a 10. The evaluation is subjective and was taken from the ground; bidders are ultimately responsible for assessing the exact needs of each window. See typical photos at the end of this scope of work for examples of window conditions.
5. There are 139 windows on the first floor and 161 on the second floor, NOT including the eight windows on the bell tower. All of these windows are to be repainted, including the eight bell tower windows. There are a few windows which have been replaced with aluminum windows; the contractor is not responsible for any work related to the aluminum windows. Window sizes vary, but are generally as follows: windows 1001-1019, 1047-1113, 1116-1139, and 2001-2012 are shown in Photo A (~55" x 32 ½"); windows 2054-2092 and 2125-2162 are shown in Photo B (84" x 32"); windows 1020-1046, 1089-1113, 2017-2052, and 2093-2120 are shown in Photo C (95" x 43"); note, not all windows are shown in these photos, but this covers the vast majority. A lower percentage of the second floor windows include arches across the top. All windows have lattice work in their interior so there are multiple panes. All windows are metal frames except for the ones on the original/main building (windows 1020-1046, 1089-1113, 2015-2052, 2091-2124) which are wooden.
6. Many of the wooden (NOT metal) windows have glazing which is either very loose or it has fallen out. The contractor is responsible for the complete removal of <u>all</u> glazing from <u>all wooden</u> windows ONLY (windows 1020-1046, 1089-1113, 2015-2052, 2091-2124; i.e., all of the ones on the central/main Hardin building). MSU has previously replaced the glazing on windows 1020-1028 and 2015-2028 so the contractor shall not replace this glazing. Contractor shall remove the

glazing and replace it using DAP '33' Glazing. Follow manufacturer's recommendations for surface prep prior to installing new glazing. Replacement of glazing on metal windows is NOT part of this scope of work.

7. The existing glazing on the main/central building wooden windows tested positive for asbestos (see attached portion of the July 2000 report, pages 35, 36, 47, 60, 66-68). Proper abatement techniques/procedures shall be used by the contractor when removing/handling the glazing from windows 1029-1046 (1020-1028 already abated per item 6 above), 1089-1113, 2029-2052 (2015-2028 already abated per item 6 above), and 2091-2124. The windows for the northern section of Hardin and south Hardin do NOT contain ACM.
8. In instances where the caulk between the window frame and the building is cracked or missing, it shall be removed and replaced using a paintable siliconized acrylic caulk by Kelly-Moore or equivalent manufacturer.
9. Paint shall only appear on wooden surfaces and not on the glass or adjacent masonry. Contractor is responsible for removal of all paint/glazing from surfaces adjacent to the windows/frames.
10. Due to the height of the windows, a lift or scaffolding will be required to access them safely. Contractor shall take precautions to minimize damage to vegetation and repair any rutting caused by the use of lifts/heavy equipment.
11. The majority of the windows are on the second floor and shall be accessed via an articulating lift. Walking on the clay tile roof is not advised, but may be necessary for a few of them; contractor is responsible for replacing <u>all</u> damaged tiles as a result of any of their activity on the roof. There are eight windows on the bell tower (two on each of the four tower faces) which are ~4 stories high and over the center of the building. Access to these windows will require an articulating lift capable of reaching ~125'.
12. Replacement of wood components of windows due to rotting is not part of this contract. Such areas shall be identified to the Owner by the contractor PRIOR to any repainting activities.
13. There are ~12 air intake ducts on the top of Hardin, mostly on the western portion. Need to paint each of these intakes the same color as the windows. Some of the ducts are small wind turbines and some are as large as ~4'x4'x3'. Contractor shall not damage ANY roofing tile in the process of painting these ducts; contractor responsible for replacement of all damaged tiles resulting from the painting process. It is possible to paint these ducts by CAREFULLY standing on two tiles at a time.
14. There are many trees close to the building and the contractor should minimize removal of limbs to facilitate their work. Owner will not be responsible for tree limb removal unless the limbs are actually touching the window.

SCHEDULE:

Bidders shall submit a schedule for completion with their bid; work to begin no sooner than 9/1/16. On site work <u>cannot</u> occur due to events in and around Hardin on November 10-11. Additionally, MSU has a large Christmas display which covers almost the entire eastern lawn of Hardin beginning November 21 through January 1, 2017. While work can occur during this period it is highly recommended it be completed prior to November 21; work cannot occur on the east side of Hardin on 11/21. Placement of displays on the lawn begins in early October, but should not hamper painting activities or access to windows. Additionally, the southern portion of Hardin contains a testing center so painting/scraping on these windows will need to work around their testing schedule, particularly if Saturdays are selected as painting days.

ALTERNATES:

1. Provide pricing as Alternate #1 to reglaze, prime, and repaint per the notes above only the (wooden) windows in the original Hardin building which include windows 1020-1046, 1089-1113, 2015-2052, and 2091-2124. Windows for the north Hardin and south Hardin sections are not included in this alternate.
2. Provide pricing as Alternate #2 to paint only the western facing windows starting with 1001 through 1058 and 2001 through 2053. This price shall include reglazing, priming, and repainting the western wooden windows as noted in item 6 above as well as the other metal framed windows on the west side of the building.

Type A Windows, ~55” x 32 ½”, from south Hardin, first floor

Type B Windows, ~72” x 20”, from south Hardin, second floor

Type C Windows, ~95” x 43”, west side of Hardin, first floor

Second floor windows, Hardin (some of the worst windows)

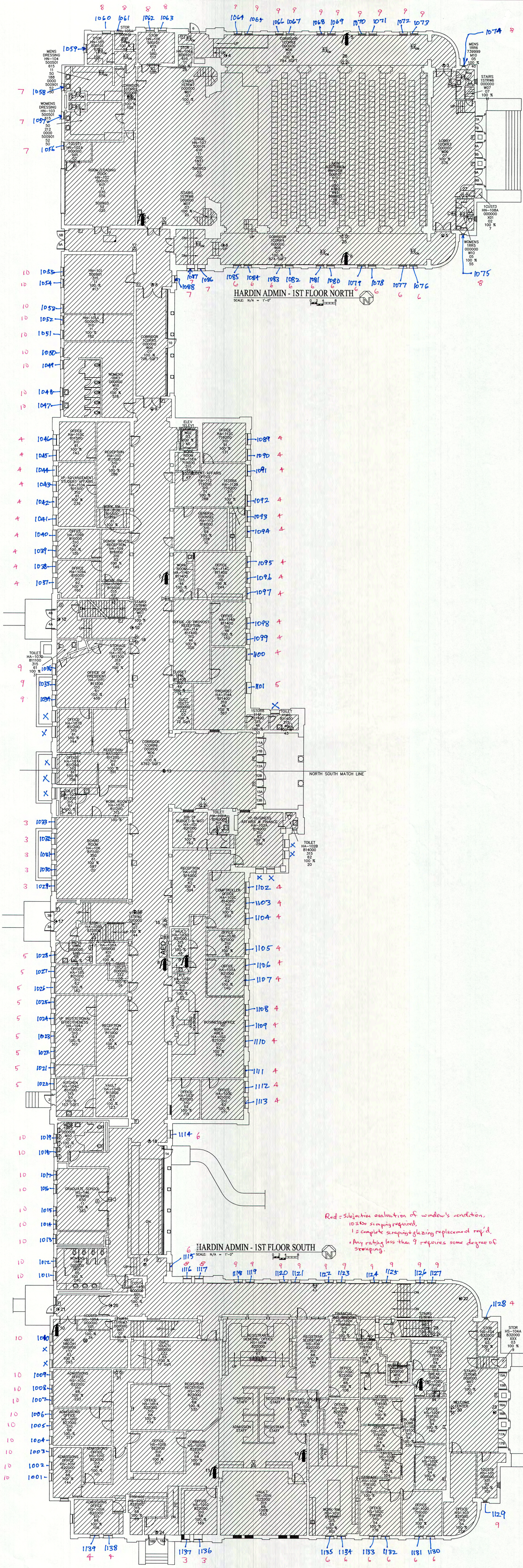
Close up of second floor windows, Hardin

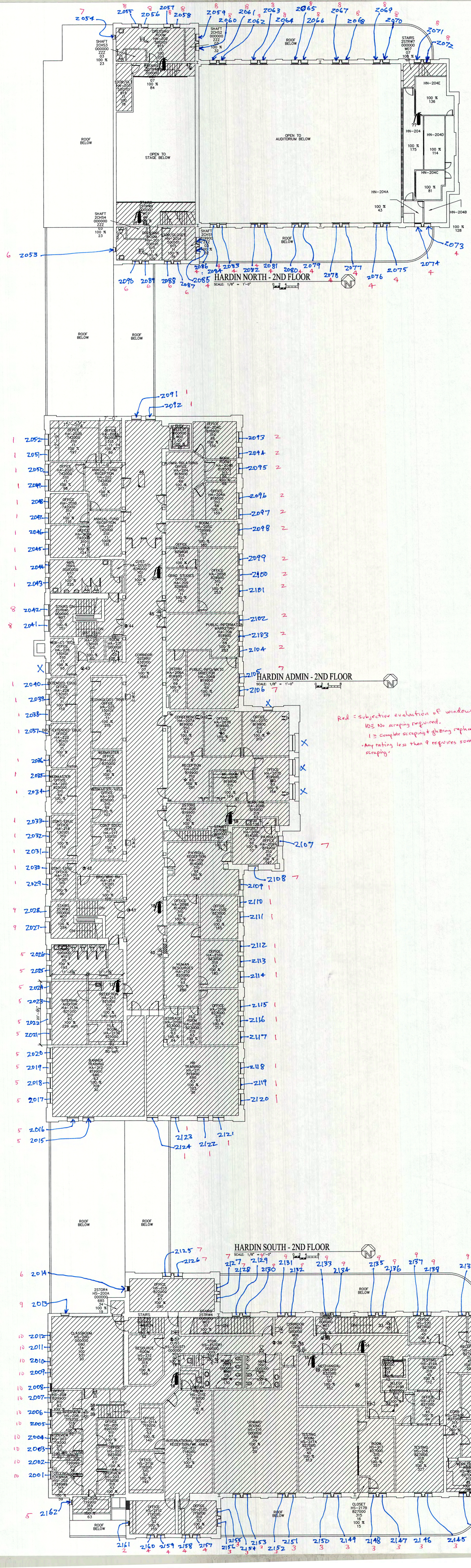
Close up of second floor windows, Hardin

Close up of second floor windows, Hardin

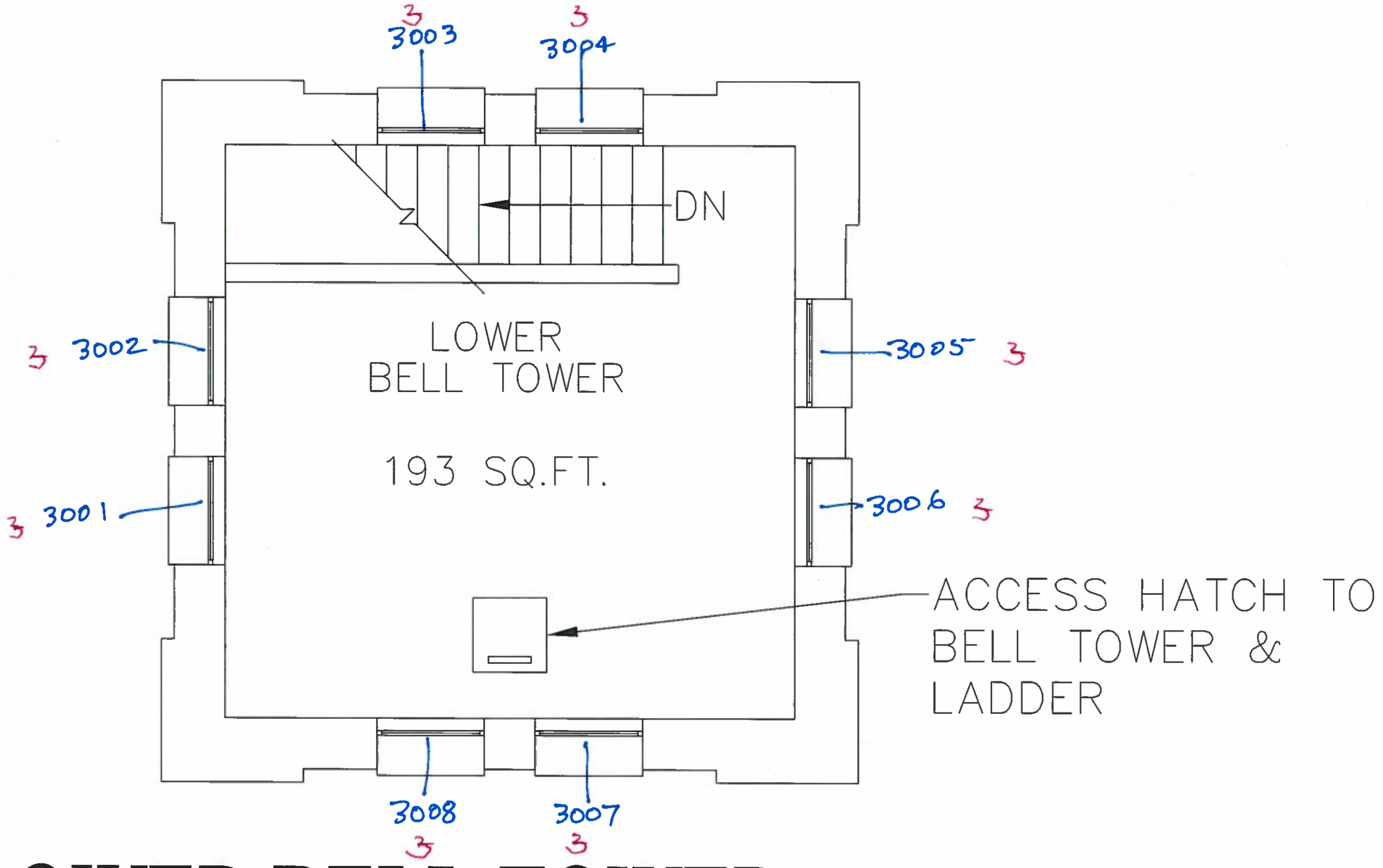
Second floor windows, Hardin

Close up of second floor windows, Hardin


HARDIN ADMIN - 1ST FLOOR NORTH
SCALE: N/A = 1'-0"
HARDIN ADMIN - 1ST FLOOR SOUTH
SCALE: N/A = 1'-0"
NORTH SOUTH MATCH LINE
MENS DRESSING HN-104 500501 615 11 50 188 0000 500901 52 50
WOMENS DRESSING HN-103 500501 615 11 50 212 0000 500901 52 50
1CUST1 HN-102A 000000 X01 02 100 % 81
ROOM /LOADING BOOK HN-102 500101 615 11 075 556 500993 52 025
HN-101 500901 315 11 100 % 413
HN-101A 500901 310 11 100 % 182
STOR HN-105 500101 615 11 050 117
STOR HN-105A 500101 615 11 100 % 28
STOR HN-106 500101 615 11 100 % 77
CORRIDOR 1CORR1 000000 W06 07 100 % 708
STAIRS 1STRW7 000000 W07 07 100 % 27
STAGE HN-107 500101 610 11 050 1837 50 500903 52 050
CORRIDOR 1CORR2 000000 W06 07 100 % 784 SQFT
AMIN AUDITORIUM HN-108 500101 610 11 X382 775 500903 52 050
CORRIDOR 1CORR4 000000 W06 07 100 % 874 SQFT
STAIRS 1STRW8 000000 W07 07 100 % 25
MENS 1RR6 739999 M10 05 100 % 401
STAIRS 1STRW6 000000 W07 07 100 %
LOBBY 1CORR3 000000 W0P 07 100 % 576
1CUST3 HN-108A 000000 X01 02 100 % 7
WOMENS 1RR5 000000 W10 05 100 % 55
CORRIDOR 1CORR5 000000 W06 07 100 % 786 SQFT
WOMENS 1RR3 000000 W10 05 100 % 518
ELEV 1ELEV1 000000 W02 03 100 % 45
OFFICE HA-110C 811500 310 61 100 % 143
RECEPTION HA-110 811500 310 61 100 % 286
VP ADVANCEMENT STUDENT AFFAIRS HA-110A 811500 310 61 100 % 239
WORK RM HA-110B 811500 315 61 100 % 82
OFFICE HA-109B 816000 310 62 100 % 126
DONOR SRVCS RECEPTION HA-109 816000 310 62 100 % 149
OFFICE HA-109A 816000 310 62 100 % 160
WORK RM HA-108C 816000 315 62 100 % 42
STAIRS 1STRW1 000000 W07 07 100 % 21
OFFICE HA-110C 719200 310 61 100 % 171
WORK ROOM HA-112A 719200 315 61 100 % 67
STUDENT AFFAIRS OFFICE HA-112 719200 310 61 100 % 288
1STOR5 HA-112B 719200 315 61 100 % 68
CENTRAL COUNSEL HA-113 816000 310 68 100 % 228 10
WORK ROOM HA-114C 811400 315 46 100 % 90
OFFICE HA-114C 811400 310 46 100 % 244
OFFICE OF PROVOST RECEPTION HA-114 811400 310 46 100 % 308
OFFICE HA-114B 811400 310 46 100 % 152
PROVST HA-114A 811400 310 46 102 % 387
1STOR8 811400 315 46 100 % 33
TOILET 811400 315 46 100 % 43
CLOSET HA-114D 811400 315 46 100 % 14
DUCT 1DCT2 000000 ZZZ 03 100 % 72 SqFt
OFFICE OF PRESIDENT HA-107D 811200 310 61 100 % 439
STORAGE STOR HA-107C 811200 315 61 100 % 9
TOILET HA-107D 811100 315 61 100 % 31
OFFICE HA-107B 811200 310 61 100 % 144
OFFICE HA-107A 811200 310 61 100 % 158
RECEPTION HA-107 811200 310 61 100 % 311
TOILET HA-107E 811200 315 61 100 % 44
WORK ROOM HA-107E 811200 315 61 100 %
BOARD ROOM HA-106 811100 310 61 100 % 587 20
BIR OF BUDGET & MGT HA-107 821000 310 62 100 % 163
TOILET HA-101A 814000 315 62 100 %
VP BUSINESS AFFAIRS & FINANCE HA-102A 814000 310 62 100 % 256
TOILET HA-102B 814000 315 62 100 % 20
RECEPTION HA-102 814000 310 62 100 % 304
COMPTROLLER OFFICE HA-102C 814000 310 62 100 % 203
STAIRS 1STRW2 000000 W07 07 100 %
STOR HA-108B 832000 XXX 03 100 % 44
1BUS5 1RR4 000000 M10 05 100 %
1CUST2 HA-105A 000000 X01 02 100 % 2
DUCT 1DCT3 000000 ZZZ 03 100 % 26
OFFICE HA-105 821000 310 62 100 % 182
VAULT HA-105B 821000 315 62 100 % 123
KITCHEN HA-104E 811000 315 62 100 % 157 SQFT
VAULT HA-104B 811000 315 63 100 % 123
VP INSTITUTIONAL EFFECTIVENESS HA-104A 811000 310 62 100 % 310
RECEPTION HA-104 811000 310 62 100 % 255
VAULT HA-103C 821000 315 62 100 % 49
OFFICE HA-103D 821000 315 62 100 % 85
VAULT HA-103G 821000 315 62 100 % 49
OFFICE HA-103A 821000 310 62 100 % 140
OFFICE HA-103B 821000 310 62 100 % 95
OFFICE HA-103F 821000 310 62 100 % 113
OFFICE HA-103E 821000 310 62 100 % 171
BUSINESS OFFICE WORK AREA HA-103 821000 310 62 100 % 790
GRADUATE SCHOOL HS-146 819900 650 11 100 % 383
MECH MECH1 000000 X0 03 100 % 293
1CUST5 HS-195A 000000 X01 02 100 % 34
STAIRS 1STRW3 000000 W07 07 100 % 150
DUCT 1DCT1 000000 ZZZ 03 100 % 37 SqFt
REGISTRAR GENERAL OFFICE HS-101M 822000 310 67
REGISTRAR SECRETARY HS-100 822000 310 68 100 % 244
FINANCIAL AID MANAGEMENT HS-102H 719100 310 54 100 % 104
ELEV 1ELEV2 000000 W02 03 100 % #1
AD MISSIONS HS-102 719100 315 54 100 % 128
OFFICE HS-102G 719100 315 54 100 % 104
BREAK ROOM HS-102M 719100 315 54 100 % 104
OFFICE HS-100C 822000 310 68 100 % 108
OFFICE HS-102K 719100 310 54 100 % 104
OFFICE HS-102F 719100 310 54 100 % 140
OFFICE HS-102A 719100 310 54 100 % 104
OFFICE HS-102E 719100 310 54 100 % 140
OFFICE HS-102D 719100 310 54 100 % 104
STORAGE HS-102I 719100 315 54 100 % 38
OFFICE HS-102C 719100 310 54 100 % 178
OFFICE HS-1020 719100 310 54 100 % 180
OFFICE HS-103 821000 310 54 100 % 224
WELCOME CENTER 39
1CUST6 HS-105 000000 X01 02 100 % 101
STOR HS-104 832000 XXX 03 100 % 72
STOR HS-104A 832000 XXX 03 100 % 9
STAIRS 1STRW5 000000 W07 07 100 % 22
ADMISSIONS OFFICE HS-101C 822000 310 68 100 % 223
ADMISSIONS OFFICE HS-101D 822000 310 68 100 % 217
ADMISSIONS OFFICE HS-101F 822000 310 68 100 % 144
ADMISSIONS OFFICE HS-101E 822000 315 68 100 % 101
OFFICE HS-101A 822000 310 68 100 % 174
OFFICE HS-101B 822000 310 68 100 % 217
REGISTRAR RECEPTION HS-101 822000 310 68 100 % 535
CORRIDOR HS-101GR 822000 315 68 100 % 898
ADMISSION STAFF
REGISTRAR STAFF
VETERANS AFFAIRS OFFICE HS-100A 41000 310 67 100 % 130
OFFICE HS-100B 822000 315 68 100 % 123
MOVABLE FILE
STORAGE HS-101O 822000 315 68 100 % 69
OFFICE HS-101C 822000 310 68 100 % 169
VAULT HS-101N 822000 315 68 100 % 533
WORK RM HS-101I 822000 315 68 100 % 801
OFFICE HS-102C 719100 310 54 100 % 178
OFFICE HS-1020 719100 310 54 100 % 180
OFFICE HS-103 821000 310 54 100 % 224
1CUST6 HS-105 000000 X01 02 100 % 101
GRADUATE SCHOOL HS-146 819900 650 11 100 % 383
MECH MECH1 000000 X0 03 100 % 293
1CUST5 HS-195A 000000 X01 02 100 % 34
STAIRS 1STRW3 000000 W07 07 100 % 150
DUCT 1DCT1 000000 ZZZ 03 100 % 37 SqFt
ADMISSIONS OFFICE HS-101C 822000 310 68 100 % 223
OFFICE HS-101A 822000 310 68 100 % 174
REGISTRAR RECEPTION HS-101 822000 310 68 100 % 535
ADMISSIONS OFFICE HS-101D 822000 310 68 100 % 217
OFFICE HS-101B 822000 310 68 100 % 217
CORRIDOR HS-101GR 822000 315 68 100 % 898
ADMISSIONS OFFICE HS-101F 822000 310 68 100 % 144
ADMISSIONS OFFICE HS-101E 822000 315 68 100 % 101
ADMISSION STAFF
REGISTRAR STAFF
ADMISSION STAFF
REGISTRAR STAFF
VETERANS AFFAIRS OFFICE HS-100A 41000 310 67 100 % 130
OFFICE HS-100B 822000 315 68 100 % 123
MOVABLE FILE
STORAGE HS-101O 822000 315 68 100 % 69
OFFICE HS-101C 822000 310 68 100 % 169
VAULT HS-101N 822000 315 68 100 % 533
WORK RM HS-101I 822000 315 68 100 % 801
OFFICE HS-102C 719100 310 54 100 % 178
OFFICE HS-1020 719100 310 54 100 % 180
OFFICE HS-103 821000 310 54 100 % 224
1CUST6 HS-105 000000 X01 02 100 % 101
STOR HS-104 832000 XXX 03 100 % 72
STOR HS-104A 832000 XXX 03 100 % 9
STAIRS 1STRW5 000000 W07 07 100 % 22
WELCOME CENTER 39
AED
Red = Subjective evaluation of window's condition,
10 = No scraping required,
1 = complete scraping + glazing replacement req'd.
Any rating less than 9 requires some degree of scraping.



Red = subjective evaluation of window's condition.
10 ≡ No scraping required.
1 ≡ complete scraping & glazing replacement required.
Any rating less than 9 requires some degree of scraping.



LOWER BELL TOWER

SCALE: N/A = 1'-0"

0 2 4 8

ESESIS

110022 FM 3326 South - Hawley, Texas 79525
(915) 672-5719 - Fax (915) 695-8455 - (800) 793-7255 - email Thorncm@aol.com

In Conjunction with

NORTH AMERICAN ANALYTICAL LABS Inc.

4601 Buffalo Gap Road Suite A-5 - Abilene, TX 79606/ P.O. Box 6865/79608
(915) 691-0172 - (800) 234-3056 - email DEWalker555@aol.com

ASBESTOS BUILDING SURVEY

of

Hardin Administration

3410 Taft Boulevard
Wichita Falls, TX 76308

Building Number: 0001

Completed for

Midwestern State University

Report Date:
June 07, 2000

Report Number:
200035003

CONSULTANT: _____

Denny E. Walker TDH License #10-5023

CONSULTANT: _____

Charles Thorn TDH License #10-5047

INSPECTOR: _____

Steven E. Robb TDH License #60-2004

INSPECTOR: _____

Tom Gill TDH License #60-1835

TABLE OF CONTENTS

SUMMARY
EVALUATION

PAST SITE HISTORY/CONSTRUCTION

Records provided by MSU show this building to be 32,034 square feet in size. Original construction was completed in 1937. The building consists mainly of three floors and a basement. It also has carillons on a fourth level. The exterior of the building is typical construction of MSU properties, clay brick with herring bone accents. The roof has a slight pitch with clay over-lay shingles.

The interior finishes consists of painted and papered walls, carpeted and tiled floors, and drop ceiling tile grids. The tile grid does in some places, hide the original ceiling.

ASBESTOS CONTAINING MATERIAL SUMMARY

(The square and linear footages are approximations.)

This asbestos survey was conducted using the basic guidelines of the Asbestos Hazard Emergency Response Act (AHERA), except for the number of samples collected for each homogeneous area/material. The amount of samples were collected is consistent with the Texas Department of Health regulations. Samples were assigned a unique identifying number, placed in sealed containers and sent to the laboratory for analysis.

One hundred sixty-eight (168) samples were collected and analyzed in this survey. The samples were analyzed for asbestos content using polarized light microscopy (PLM) in accordance with the Environmental Protection Agency's "Interim method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020, December, 1982).

The percentages of asbestos, where applicable, were determined by microscopic visual examination based on volume. Analyses were performed by Crisp Analytical Laboratories , LLC. And Quest MicroAnalytics, Inc. both of these labs are accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Both labs used are also licensed by the Texas Department of Health.

Asbestos containing building materials (ACBM) are assessed as being friable or non-friable. Friable materials can be pulverized into dust by hand pressure and have a higher potential for fiber release than non-friable ACM. Each type of material is also assigned a hazard rank based upon the level of damage currently apparent in the material and that, due to external factors, is likely to be damaged in the future. The hazard rank may range from 1, indicating little problem, to 7, which can indicate a serious health risk.
*

Miscellaneous Material

Ceiling Tile **5** - **221** - **Friable** Hazard Rank: 2

Homog. Area Description:	12"x12" Ceiling tiles, white w/ random dot patterns.
Amount of Material:	~13,300sf
Homog. Area Definition:	This material can be found in the classrooms, hallways, and offices.
Functional Space:	Public Area
Sample Location:	Collected in main hall near the south stairs, at the center of the hall, At damage site.2-3-F.
Primary Analysis Results:	**Amosite** 2%
Secondary Analysis Results::	**No Asbestos Detect** 0%

Tan fibrous ceiling tile.

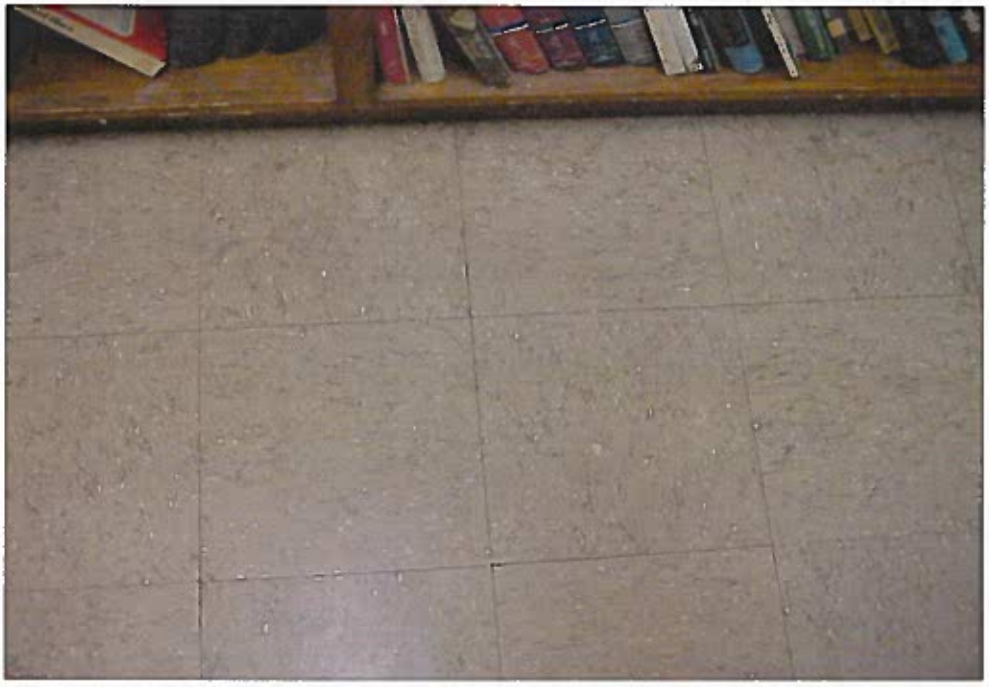
Miscellaneous Material

Ceiling Tile 5 - 222 - Friable Hazard Rank: 2

Homog. Area Description:	12"x12" Ceiling tiles, white w/ random dot patterns.
Amount of Material:	~13,300sf
Homog. Area Definition:	This material can be found in the classrooms, hallways, and offices.
Functional Space:	Public Area
Sample Location:	Collected at north end of the main hall, at the center of damage site.2-3-F.
Primary Analysis Results:	**Amosite** 0%
Secondary Analysis Results::	**No Asbestos Detect** 0%

Tan fibrous ceiling tile.

Miscellaneous Material



Floor Tile **13** **-** **202** **-** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"X12" Floor tile brown w/ flecks.	
Amount of Material:	~22,900sf	
Homog. Area Definition:	This material can be found throughout the entire building.	
Functional Space:	Public Area	
Sample Location:	Collected from outside of room 229 at the corner, 2-3-F.	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::		0%

Tan floor tile.

Miscellaneous Material

Floor Tile **13 - 203 -** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"X12" Floor tile brown w/ flecks.
Amount of Material:	~22,900sf
Homog. Area Definition:	This material can be found throughout the entire building.
Functional Space:	Public Area
Sample Location:	Collected from room 212 at northwest corner behind the cove base, 2-3-F.
Primary Analysis Results:	**Chrysotile** 2%
Secondary Analysis Results::	**Chrysotile** 6%

Tan floor tile and black mastic.

Miscellaneous Material

Floor Tile **14** - **205** - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"x12" Floor tile, white w/ flecks.	
Amount of Material:	~80sf	
Homog. Area Definition:	This material is in the vault room, or room 103-C.	
Functional Space:	Public Area	
Sample Location:	Collected from room 103-C, vault, 1-F.	
Primary Analysis Results:	**Chrysotile**	5%
Secondary Analysis Results::	**No Asbestos Detect**	0%

No asbestos detected in second layer mastic.

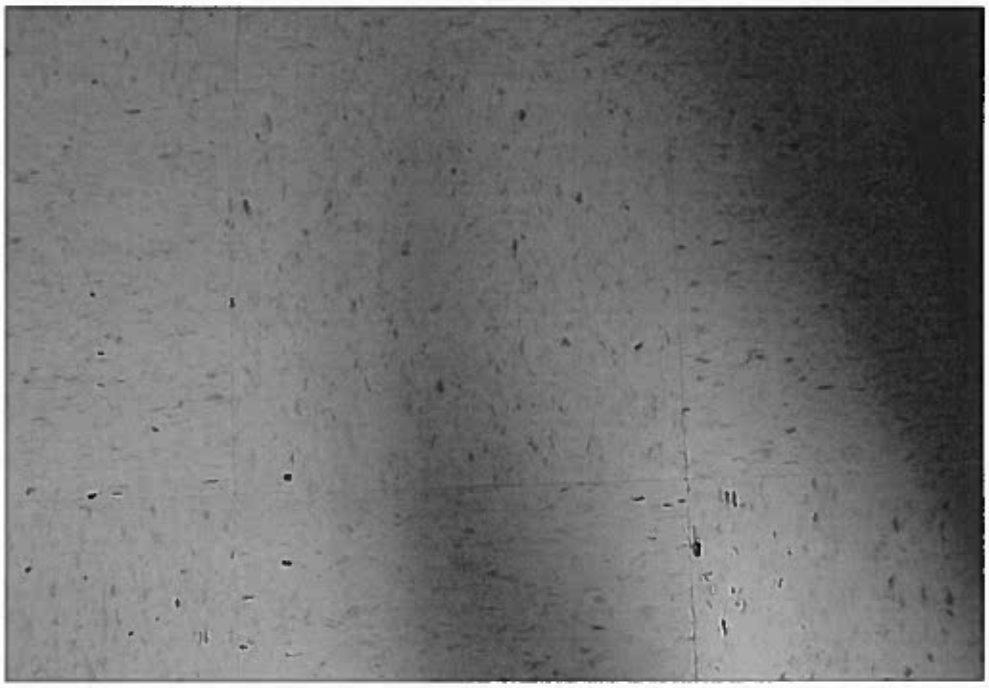
Miscellaneous Material

Floor Tile **14 - 206 -** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"x12" Floor tile, white w/ flecks.
Amount of Material:	~80sf
Homog. Area Definition:	This material is in the vault room, or room 103-C.
Functional Space:	Public Area
Sample Location:	Collected from room 103-C, vault, 1-F.
Primary Analysis Results:	**Chrysotile** 3%
Secondary Analysis Results::	**No Asbestos Detect** 0%

No asbestos detected in second layer mastic.

Miscellaneous Material



Floor Tile **15 - 261 -** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"x12" floor tile, white w/ gray flecks.
Amount of Material:	~120sf
Homog. Area Definition:	Materials found in room 112- the file room, offices, & copy room.
Functional Space:	Public Area
Sample Location:	Collected from the copy room at wall 3.
Primary Analysis Results:	**Chrysotile** 4%
Secondary Analysis Results::	**No Asbestos Detect** 0%

4% chrysotile was discovered in second layer mastic.

Miscellaneous Material

Floor Tile **15 - 259 -** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"x12" floor tile, white w/ gray flecks.	
Amount of Material:	~120sf	
Homog. Area Definition:	Materials found in room 112- the file room, offices, & copy room.	
Functional Space:	Public Area	
Sample Location:	Collected from the file room at wall 3.	
Primary Analysis Results:	**Chrysotile**	7%
Secondary Analysis Results::		0%

7% chrysotile was discovered in second layer mastic.

Floor Tile **15 - 260 -** **Non-Friable** Hazard Rank: 1

Homog. Area Description:	12"x12" floor tile, white w/ gray flecks.	
Amount of Material:	~120sf	
Homog. Area Definition:	Materials found in room 112- the file room, offices, & copy room.	
Functional Space:	Public Area	
Sample Location:	Collected from the file room at wall 3.	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::	**No Asbestos Detect**	0%

3% chrysotile was discovered in second layer mastic.

Miscellaneous Material

Floor Tile **16** - **287** - **Friable** Hazard Rank: 4

Homog. Area Description:	9" x 9" floor tile, brown w/ black mastic.	
Amount of Material:	~540sf	
Homog. Area Definition:	Materials found in telephone equipment room.	
Functional Space:	Public Area	
Sample Location:	Collected from telephone room in the basement.	
Primary Analysis Results:	**Chrysotile**	8%
Secondary Analysis Results::	**No Asbestos Detect**	0%

Light brown floor tile.

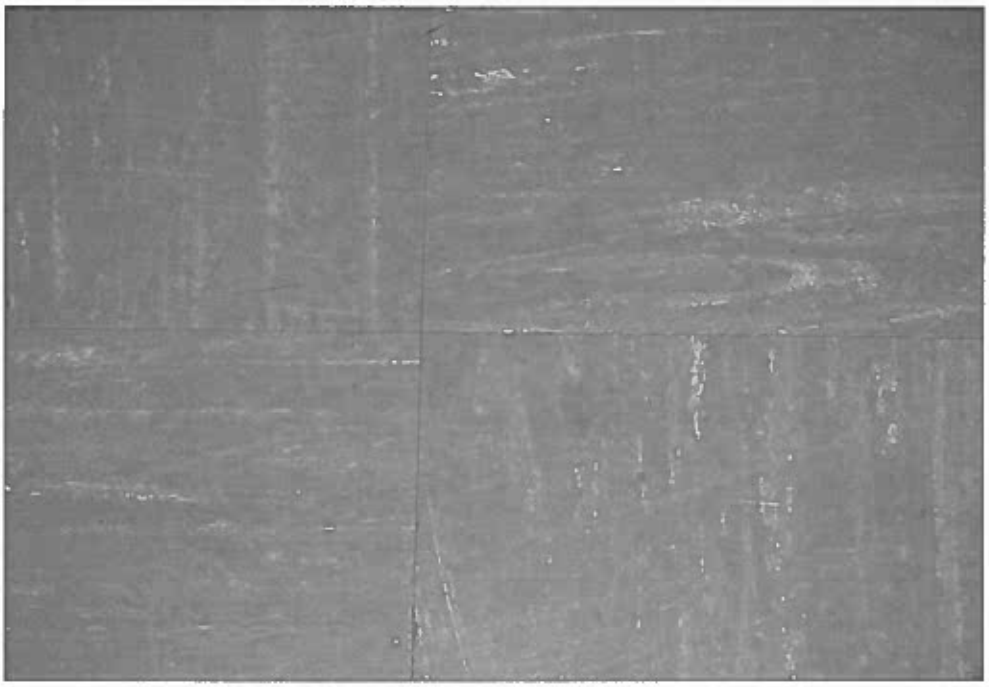
Miscellaneous Material

Floor Tile **16** - **288** - **Friable** Hazard Rank: 4

Homog. Area Description:	9" x 9" floor tile, brown w/ black mastic.
Amount of Material:	~540sf
Homog. Area Definition:	Materials found in telephone equipment room.
Functional Space:	Public Area
Sample Location:	Collected from telephone room in the basement.
Primary Analysis Results:	**Chrysotile** 5%
Secondary Analysis Results::	**No Asbestos Detect** 0%

Light brown floor tile.

Miscellaneous Material



Floor Tile 17 - 308 - **Non-Friable** Hazard Rank: 3

Homog. Area Description:	Green floor tile	
Amount of Material:	~300sf	
Homog. Area Definition:	In the women's restroom , 1st floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom on the first floor	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::	**Chrysotile**	2%

Miscellaneous Material

Floor Tile 17 - 309 - **Non-Friable** Hazard Rank: 3

Homog. Area Description:	Green floor tile	
Amount of Material:	~300sf	
Homog. Area Definition:	In the women's restroom , 1st floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom on the first floor	
Primary Analysis Results:	Chrysotile	3%
Secondary Analysis Results::	Chrysotile	4%

Floor Tile 17 - 310 - **Non-Friable** Hazard Rank: 3

Homog. Area Description:	Green floor tile	
Amount of Material:	~300sf	
Homog. Area Definition:	In the women's restroom , 1st floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom on the first floor	
Primary Analysis Results:	Chrysotile	2%
Secondary Analysis Results::	Chrysotile	4%

Miscellaneous Material

Floor Tile **18 - 312 -** **Non-Friable** Hazard Rank: 2

Homog. Area Description:	Floor tile	
Amount of Material:	~25sf	
Homog. Area Definition:	Salient area located in the women's bathroom on the first floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom	
Primary Analysis Results:	Chrysotile	3%
Secondary Analysis Results::	Chrysotile	5%

Miscellaneous Material

Floor Tile **18 - 313 -** **Non-Friable** Hazard Rank: 2

Homog. Area Description:	Floor tile	
Amount of Material:	~25sf	
Homog. Area Definition:	Salient area located in the women's bathroom on the first floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::	**Chrysotile**	4%

Floor Tile **18 - 314 -** **Non-Friable** Hazard Rank: 2

Homog. Area Description:	Floor tile	
Amount of Material:	~25sf	
Homog. Area Definition:	Salient area located in the women's bathroom on the first floor	
Functional Space:	Public Area	
Sample Location:	Collected from women's bathroom	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::	**Chrysotile**	2%

Miscellaneous Material

Mastic **6** - **243** - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black mastic under carpet.
Amount of Material:	~474sf
Homog. Area Definition:	Material was found under the carpet in all areas of the room 202 (Internal Auditor).
Functional Space:	Public Area
Sample Location:	Collected from room 202, copy room at the wall 2 behind door, 2-F.
Primary Analysis Results:	Chrysotile 2%
Secondary Analysis Results::	0%

Yellow and black mastics.

Miscellaneous Material

Mastic 6 - 242 - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black mastic under carpet.	
Amount of Material:	~474sf	
Homog. Area Definition:	Material was found under the carpet in all areas of the room 202 (Internal Auditor).	
Functional Space:	Public Area	
Sample Location:	Collected from room 202, copy room at the wall 2 behind door, 2-F.	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::		0%

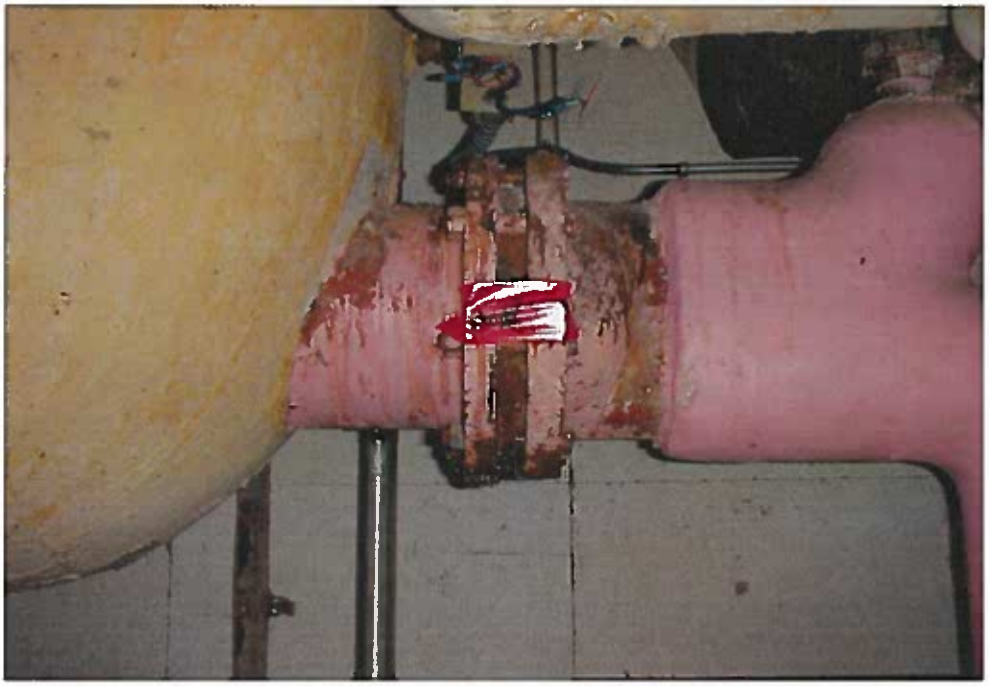
Yellow and black mastics.

Mastic 6 - 241 - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black mastic under carpet.	
Amount of Material:	~474sf	
Homog. Area Definition:	Material was found under the carpet in all areas of the room 202 (Internal Auditor).	
Functional Space:	Public Area	
Sample Location:	Collected from room 202, copy room at the wall 2 behind door, 2-F.	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::	**No Asbestos Detect**	0%

Yellow and black mastics.

Miscellaneous Material



Other Miscellaneous **13 - 300 -** **Friable** Hazard Rank: 1

Homog. Area Description:	Gasket material at pipe connections.
Amount of Material:	~30 gaskets
Homog. Area Definition:	Material found in mechanical room at pipe connection.
Functional Space:	Mechanical
Sample Location:	Collected from the mechanical room in the basement.
Primary Analysis Results:	**Chrysotile** 55%
Secondary Analysis Results::	0%

Dark gray fibrous material with white fibers.

Miscellaneous Material

Other Miscellaneous **13 - 298 -** **Friable** Hazard Rank: 1

Homog. Area Description:	Gasket material at pipe connections.
Amount of Material:	~30 gaskets
Homog. Area Definition:	Material found in mechanical room at pipe connection.
Functional Space:	Mechanical
Sample Location:	Collected from the mechanical room in the basement.
Primary Analysis Results:	**Chrysotile** 40%
Secondary Analysis Results::	0%

Black hard board.

Miscellaneous Material

Roofing Material 1 - 171 - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black Tar and Mastic
Amount of Material:	~100sf
Homog. Area Definition:	This material is found in the bell tower.
Functional Space:	Utility Area
Sample Location:	Collected from the bell tower floor 2-3-F
Primary Analysis Results:	Chrysotile 20%
Secondary Analysis Results::	0%

Black Tar Mastic

Miscellaneous Material

Roofing Material 1 - **173** - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black Tar and Mastic	
Amount of Material:	~100sf	
Homog. Area Definition:	This material is found in the bell tower.	
Functional Space:	Utility Area	
Sample Location:	Collected from the bell tower floor 2-3-F	
Primary Analysis Results:	**Chrysotile**	6%
Secondary Analysis Results::		0%

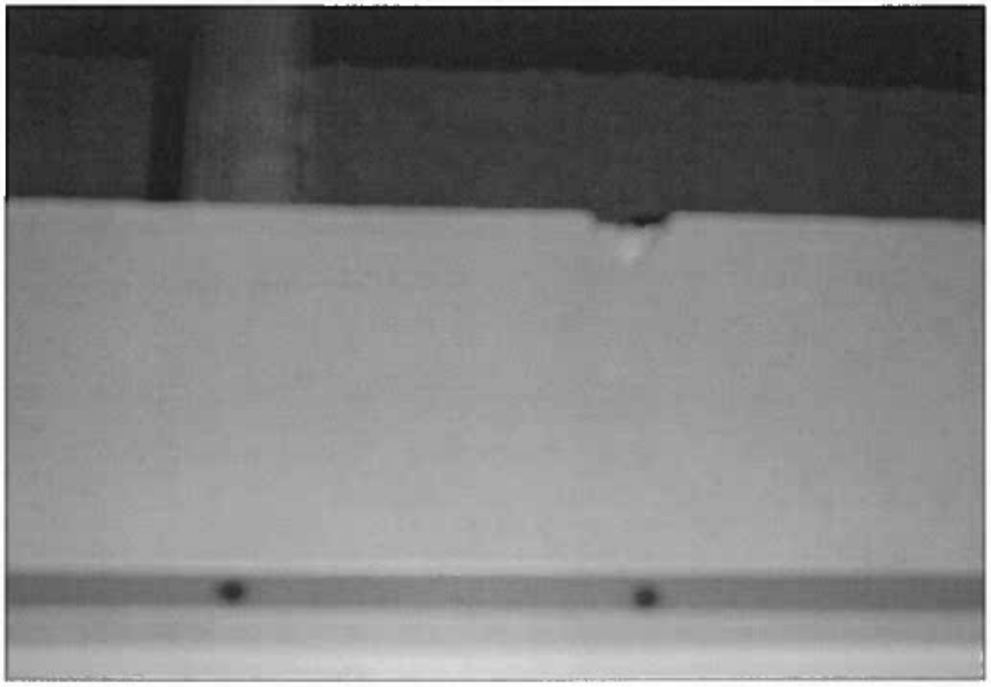
Black sealant and black tar on black canvas.

Roofing Material 1 - **172** - **Non-Friable** Hazard Rank: 1

Homog. Area Description:	Black Tar and Mastic	
Amount of Material:	~100sf	
Homog. Area Definition:	This material is found in the bell tower.	
Functional Space:	Utility Area	
Sample Location:	Collected from the bell tower floor 2-3-F	
Primary Analysis Results:	**Chrysotile**	5%
Secondary Analysis Results::		0%

Black sealant.

Miscellaneous Material



Sheet Rock **8** - **230** - **Friable** Hazard Rank: 1

Homog. Area Description:	Sheet rock w/ joint comp.
Amount of Material:	~3,380sf
Homog. Area Definition:	This material can be found on the 2nd floor, remodeled offices on the west side of the building.
Functional Space:	Public Area
Sample Location:	Collected from above the ceiling in the hall west at room 222, 2-3-F.
Primary Analysis Results:	Chrysotile 2%
Secondary Analysis Results::	0%

Off-whit joint compound.

Miscellaneous Material

Sheet Rock **8** - **231** - **Friable** Hazard Rank: 1

Homog. Area Description: Sheet rock w/ joint comp.
Amount of Material: ~3,380sf
Homog. Area Definition: This material can be found on the 2nd floor, remodeled offices on the west side of the building.
Functional Space: Public Area
Sample Location: Collected from the above ceiling form room 216, 2-3-F.
Primary Analysis Results: **Chrysotile** 2%
Secondary Analysis Results:: **No Asbestos Detect** 0%

White surfacing.

Sheet Rock **8** - **229** - **Friable** Hazard Rank: 1

Homog. Area Description: Sheet rock w/ joint comp.
Amount of Material: ~3,380sf
Homog. Area Definition: This material can be found on the 2nd floor, remodeled offices on the west side of the building.
Functional Space: Public Area
Sample Location: Collected from above the drop ceiling at the north entrance to the hallway for the new offices on the west side, 2-3-F.
Primary Analysis Results: **Chrysotile** 3% **Primary Point Count Result 2.5%**
Secondary Analysis Results:: **No Asbestos Detect** 0%

See amended report,004603,dated 4/7/00.

Sheet Rock **8** - **311** - **Friable** Hazard Rank: 1

Homog. Area Description: Sheet rock w/ joint comp.
Amount of Material: ~3,380sf
Homog. Area Definition: This material can be found on the 2nd floor, remodeled offices on the west side of the building.
Functional Space: Public Area
Sample Location: Collected from room #225, above door, above ceiling
Primary Analysis Results: **Chrysotile** 2%
Secondary Analysis Results:: 0%

Miscellaneous Material

Sheet Rock **11** - **302** - **Friable** Hazard Rank: 1

Homog. Area Description:	Sheet rock with tape and joint compound.	
Amount of Material:	~1,088sf	
Homog. Area Definition:	Material found in telephone equipment room in the basement.	
Functional Space:	Public Area/Mechanical spaces	
Sample Location:	Collected from the center of wall three.	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::	**No Asbestos Detect**	0%

Off-white joint compound.

Miscellaneous Material

Sheet Rock **11** - **303** - **Friable** Hazard Rank: 1

Homog. Area Description:	Sheet rock with tape and joint compound.	
Amount of Material:	~1,088sf	
Homog. Area Definition:	Material found in telephone equipment room in the basement.	
Functional Space:	Public Area/Mechanical spaces	
Sample Location:	Collected from the south end of wall three.	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::		0%

White joint compound.

Miscellaneous Material

Transite 1 - 304 - Non-Friable Hazard Rank: 3

Homog. Area Description:	Transite board
Amount of Material:	~180sf
Homog. Area Definition:	Materials found in the windows
Functional Space:	Public Area
Sample Location:	Room #216, 2nd window from the left, above ceiling
Primary Analysis Results:	**Chrysotile** 20%
Secondary Analysis Results::	0%

Miscellaneous Material

Wall Tile **2** **-** **189** **-** **Friable** Hazard Rank: 2

Homog. Area Description:	12"x12"Sq. wall tile, white, with random dot & mastic.
Amount of Material:	~1800sf
Homog. Area Definition:	This material can be found in mechanical rooms, ceiling in entrance to stairs going to the 3rd floor, & classrooms.
Functional Space:	Public Area
Sample Location:	Collected from south mechanical room, 3rd floor, 2-3-F.
Primary Analysis Results:	Chrysotile 4%
Secondary Analysis Results::	No Asbestos Detect 0%

4% chrysotile found in second layer mastic.

Miscellaneous Material

Wall Tile **2** - **190** - **Friable** Hazard Rank: 2

Homog. Area Description:	12"x12"Sq. wall tile, white, with random dot & mastic.
Amount of Material:	~1800sf
Homog. Area Definition:	This material can be found in mechanical rooms, ceiling in entrance to stairs going to the 3rd floor, & classrooms.
Functional Space:	Public Area
Sample Location:	Collected from south mechanical room, 3rd floor, 2-3-F.
Primary Analysis Results:	**Chrysotile** 2%
Secondary Analysis Results::	**No Asbestos Detect** 0%

2% chrysotile found in second layer mastic.

Wall Tile **2** - **191** - **Friable** Hazard Rank: 2

Homog. Area Description:	12"x12"Sq. wall tile, white, with random dot & mastic.
Amount of Material:	~1800sf
Homog. Area Definition:	This material can be found in mechanical rooms, ceiling in entrance to stairs going to the 3rd floor, & classrooms.
Functional Space:	Public Area
Sample Location:	Collected from north mechanical room, 3rd floor, 2-3-F.
Primary Analysis Results:	**Chrysotile** 3%
Secondary Analysis Results::	**No Asbestos Detect** 0%

3% chrysotile found in third layer mastic.

Miscellaneous Material

Wall Tile **3** **-** **281** **-** **Friable** Hazard Rank: 4

Homog. Area Description:	18"x24" Sq. wall tile, white with random dot, with mastic	
Amount of Material:	~1440sf	
Homog. Area Definition:	Material found Basement of mechanical room the walls.	
Functional Space:	Mechanical	
Sample Location:	Collected from wall #1.	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::		0%

3% Chrysotile was discovered in the second layer mastic.

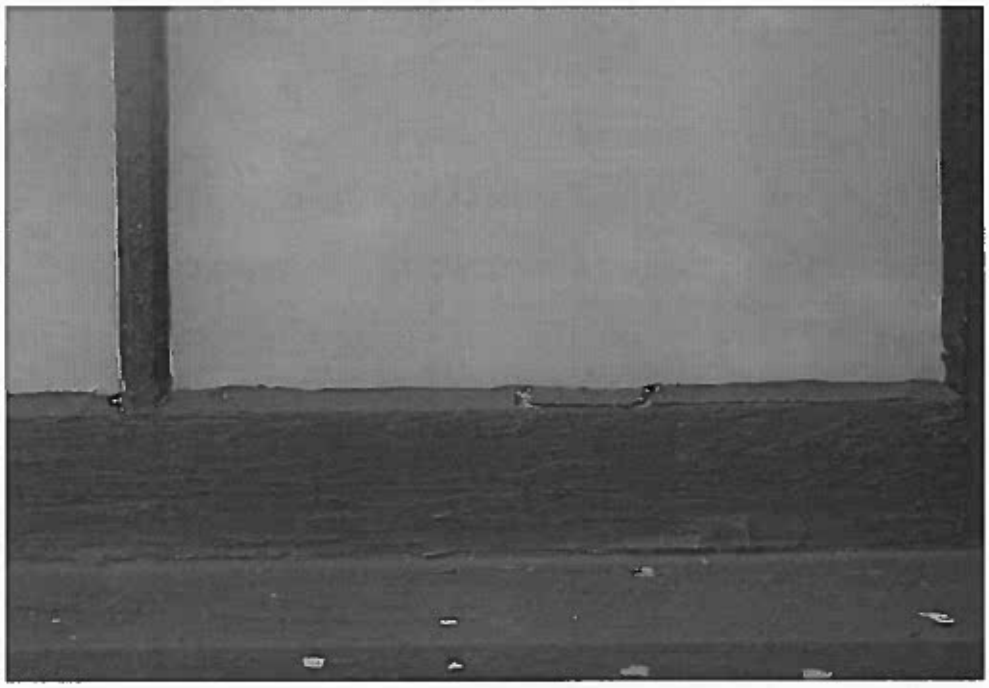
Miscellaneous Material

Wall Tile **3** - **282** - **Friable** Hazard Rank: 4

Homog. Area Description:	18"x24" Sq. wall tile, white with random dot, with mastic	
Amount of Material:	~1440sf	
Homog. Area Definition:	Material found Basement of mechanical room the walls.	
Functional Space:	Mechanical	
Sample Location:	Collected from wall #3.	
Primary Analysis Results:	**Chrysotile**	3%
Secondary Analysis Results::		0%

3% Chrysotile was discovered in the second layer mastic.

Miscellaneous Material



Window Glazing 1 - **307** - **Friable** Hazard Rank: 2

Homog. Area Description:	Window Glaze	
Amount of Material:	~140 windows	
Homog. Area Definition:	On all windows	
Functional Space:	Public Area	
Sample Location:	Collected from window at room #108	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::		0%

Miscellaneous Material

Window Glazing 1 - **321** - **Friable** Hazard Rank: 2

Homog. Area Description:	Window Glaze	
Amount of Material:	~140 windows	
Homog. Area Definition:	On all windows	
Functional Space:	Public Area	
Sample Location:	Collected from room #107, at the restroom window	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::		0%

Surfacing Material

Texturizer 8 - 198 - Non-Friable Hazard Rank: 1

Homog. Area Description:	Yellow w/ waves and sheetrock.
Amount of Material:	~660sf
Homog. Area Definition:	The material can be found in room 208-C on the 2cd. Floor.
Functional Space:	Public Area
Sample Location:	Collected from room 208-C at wall 3 behind bookcase, 2-3-F.
Primary Analysis Results:	**Chrysotile** 4%
Secondary Analysis Results::	**No Asbestos Detect** 0%

White texture

Surfacing Material

Texturizer 8 - 199 - Non-Friable Hazard Rank: 1

Homog. Area Description:	Yellow w/ waves and sheetrock.	
Amount of Material:	~660sf	
Homog. Area Definition:	The material can be found in room 208-C on the 2cd. Floor.	
Functional Space:	Public Area	
Sample Location:	Collected from room 208-C form wall 2 behind cove base, 2-3-F.	
Primary Analysis Results:	**Chrysotile**	0%
Secondary Analysis Results::	**No Asbestos Detect**	0%

Tan surfacing

Texturizer 8 - 200 - Non-Friable Hazard Rank: 1

Homog. Area Description:	Yellow w/ waves and sheetrock.	
Amount of Material:	~660sf	
Homog. Area Definition:	The material can be found in room 208-C on the 2cd. Floor.	
Functional Space:	Public Area	
Sample Location:	Collected from room 208-C from wall 2 behind file cabinet, 2-3-F.	
Primary Analysis Results:	**Chrysotile**	2%
Secondary Analysis Results::		0%

Tan surfacing and floor tile.

Thermal System Insulation

Elbow Wrap 4 - 273 - **Friable** Hazard Rank: 2

Homog. Area Description:	Pipe insulation elbows or fittings.
Amount of Material:	~120elbows
Homog. Area Definition:	This material is found in the mechanical rooms on the third floor, and the basement.
Functional Space:	Mechanical
Sample Location:	Collected from the basement mechanical room that is marked w/ red tape.
Primary Analysis Results:	Chrysotile 2%
Secondary Analysis Results::	No Asbestos Detect 0%

Gray fibrous insulation.

Thermal System Insulation

Elbow Wrap **4** - **272** - **Friable** Hazard Rank: 2

Homog. Area Description:	Pipe insulation elbows or fittings.
Amount of Material:	~120elbows
Homog. Area Definition:	This material is found in the mechanical rooms on the third floor, and the basement.
Functional Space:	Mechanical
Sample Location:	Collected from the basement mechanical room that is marked w/ red tape.
Primary Analysis Results:	**Chrysotile** 4%
Secondary Analysis Results::	**Chrysotile** 0%

Gray fibrous insulation and white surfacing on canvas mesh.

Thermal System Insulation

HVAC Insulation 3 - **183** - **Non-Friable** Hazard Rank: 2

Homog. Area Description:	White mastic on AC ducts.
Amount of Material:	~19060 lf
Homog. Area Definition:	This material can be found in mechanical rooms and above drop ceilings throughout building.
Functional Space:	Mechanical
Sample Location:	Collected from south mechanical room, 2-3-F, 3rd. Floor.
Primary Analysis Results:	**Chrysotile** 7%
Secondary Analysis Results::	0%

White mastic, silver foil, and yellow insulation.

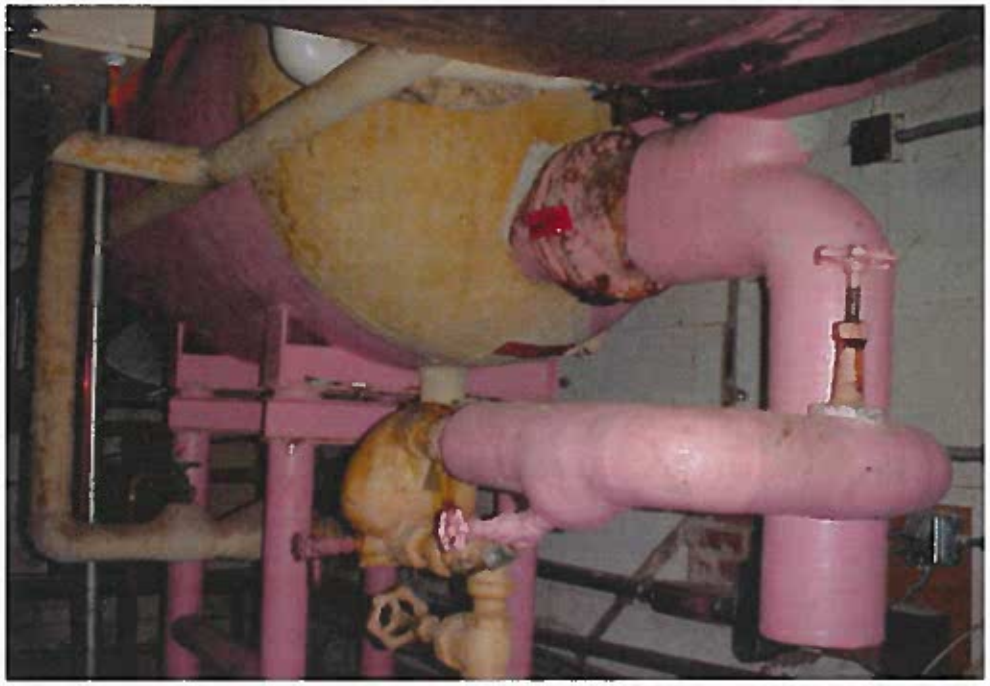
Thermal System Insulation

HVAC Insulation 3 - **185** - **Non-Friable** Hazard Rank: 2

Homog. Area Description:	White mastic on AC ducts.
Amount of Material:	~19060 lf
Homog. Area Definition:	This material can be found in mechanical rooms and above drop ceilings throughout building.
Functional Space:	Mechanical
Sample Location:	Collected from north mechanical room, 2-3-F, 3rd. Floor.
Primary Analysis Results:	Chrysotile 3%
Secondary Analysis Results::	0%

Brown paper with white surfacing.

Thermal System Insulation



Tank Insulation 1 - 297 - Friable Hazard Rank: 4

Homog. Area Description:	Tank insulation
Amount of Material:	~80sf
Homog. Area Definition:	In the basement mechanical room
Functional Space:	Mechanical
Sample Location:	Collected from west end of the tank.
Primary Analysis Results:	Chrysotile 62%
Secondary Analysis Results::	Chrysotile 0%

Gray fibrous insulation and pink surfacing on canvas.

Thermal System Insulation

Tank Insulation 1 - 296 - **Friable** Hazard Rank: 4

Homog. Area Description:	Tank insulation	
Amount of Material:	~80sf	
Homog. Area Definition:	In the basement mechanical room	
Functional Space:	Mechanical	
Sample Location:	Collected from center end of the tank.	
Primary Analysis Results:	**Chrysotile**	64%
Secondary Analysis Results::	**Chrysotile**	0%

Gray fibrous insulation and pink surfacing on canvas.

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSION:

One hundred sixty-eight samples were taken of fifty-three homogenous materials or areas. Twenty three of those materials were found to contain over one percent of asbestos by one or both of the laboratories. The following materials contained greater than one percent asbestos. Individual sample values or composition can be found in the homogenous area report in section 2.0 of this report.

The black mastic referred to in this report as area MR-1. Three samples 171, 172, and 173 were taken and all were identified positive. This material can be found on the bell tower floor. There is approximately 100 square feet of this material.

The white mastic referred to in this report as area AC-3. Three samples 183, 184, and 185 were taken and two, (183, 185), were identified positive. This material can be found in the mechanical rooms on the third floor and the HVAC ducts throughout the building. There is approximately 19,060 linear feet of this material.

The 12" white wall tile referred to in this report as area MWT-2. Three samples 189, 190, and 191 were taken and all were identified positive for having second layer mastic, ACM. This material can be found in the mechanical rooms, third floor staircase and classrooms. There is approximately 1800 square feet of this material.

The yellow wall texturizer referred to in this report as area SMT-8. Three samples 198, 199, and 200 were taken and two, (198, 200), were identified positive. This material can be found in room 208. There is approximately 660 square feet of this material.

The 12" brown floor tile referred to in this report as area MFT-13. Three samples 201, 202, and 203 were taken and two, (202, 203), were identified positive. This material can be found throughout the entire building. There is approximately 22,900 square feet of this material.

The 12" White floor tile referred to in this report as area MFT-14. Three samples 204, 205, and 206 were taken and two, (205, 206), were identified positive. This material can be found in the vault in room 103. There is approximately 80 square feet of this material.

The 12" white ceiling tile referred to in this report as area MCT-5. Three samples 220, 221, and 222 were taken and one, (221), identified positive. This material can be found throughout the building. There is approximately 13,300 square feet of this material.

The sheet rock referred to in this report as area MSR-8. Three samples 229, 230, and 231 were taken and all identified positive. This material can be found in the remodeled office area on the second floors west side. There is approximately 3,380 square feet of this material.

The black mastic referred to in this report as area MM-6. Three samples 241, 242, and 243 were taken and all identified positive. This material can be found under the carpet in room 202. There is approximately 474 square feet of this material.

The 12" white/gray floor tile referred to in this report as area MFT-15. Three samples 259, 260, and 261 were taken and all identified positive for having second layer mastic, ACM. This material can be found in file and copy room of 112. There is approximately 120 square feet of this material.

The elbow insulation referred to in this report as area EW-4. Three samples 271, 272, and 273 were taken and two, (272, 273), were identified positive. This material can be found in the mechanical rooms. There is approximately 120 elbows.

The 18" x 24" white wall tile referred to in this report as area MWT-3. Three samples 280, 281, and 282 were taken and two, (281, 282), were identified positive for having second layer mastic, ACM. This material can be found in the basement mechanical room. There is approximately 1440 square feet of this material.

The 9" brown floor tile referred to in this report as area MFT-16. Three samples 286, 287, and 288 were taken and two, (287, 288), were identified positive. This material can be found in the basement telephone room. There is approximately 540 square feet of this material.

The tank insulation referred to in this report as area TI-1. Three samples 295, 296, and 297 were taken and two, (296, 297), were identified positive. This material can be found on the heat exchangers in the basement mechanical rooms. There is approximately 80 square feet of this material.

The gasket material referred to in this report as area MO-13. Three samples 298, 299, and 300 were taken and two, (298, 299), were identified positive. This material can be found at the pipe connections in the mechanical rooms. There is approximately 30 gaskets.

The sheet rock referred to in this report as area MSR-11. Three samples 301, 302, and 303 were taken and two, (302, 303) were identified. This material can be found in the basement telephone room. There is approximately 1088 square feet of this material.

The transite board referred to in this report as area MTRB-1. One sample, 304 was taken and identified positive. This material can found throughout the windows. There is approximately 180 square feet of this material.

The window glaze referred to in this report as area MWG-1. Four samples 305, 306, 307, and 321 were taken and two, (304, 321), came back positive. This material can be found on all windows. There is approximately 140 windows.

The 9" green floor tile referred to in this report as area MFT-17. Three samples 308, 309, and 310 were taken and all were identified positive in all layers. This material can be found in the women's first floor bathroom lobby. There is approximately 300 square feet of this material.

The sheet rock referred to in this report as area MSR-12. One sample, 311 was taken and identified positive. This material is to be included in area MSR-8.

The 9" tan floor tile referred to in this report as area MFT-18. Three samples 312, 313, and 314 were taken and all identified positive in all layers. This material appears to be a salient repair to area MFT-17. There is approximately 25 square feet of this material.

The paneling mastic referred to in this report as area MO-14. Five samples, 322, 323, 324, 325, and 326 were taken and four, (322, 323, 324, 325), identified positive. This material can be found behind the light and dark paneling in several offices on the first and second floors. There is approximately 6,500 square feet of this material.

The tile grout referred to in this report as area MG-2. Three samples, 330, 331, and 332 were taken and all identified positive. This material can be found on the wall of the presidents restroom. There is approximately 80 square feet of this material.

The tile grout referred to in this report as area MG-3. Three samples, 333, 334, and 335 were taken and two, (333, 334) identified positive. This material can be found on the floor of the presidents restroom. There is approximately 60 square feet of this material.

There are six fire doors on the second floor of Hardin Main. These doors are assumed to contain asbestos. Any physical inspection to verify the presence of asbestos would compromise the integrity of these doors.

RECOMMENDATION:

Remove exposed mastic where wall tiles have fallen or are missing in mechanical rooms and do not replace.
Remove exposed and broken tile from telephone room and encapsulate exposed floor until

such a time that complete removal/renovation is possible.
In mechanical rooms damage thermal insulations on pipes and other components should be repaired or replaced as soon as possible.

After the above referenced repair the materials should all be incorporated into an Operations and Maintenance Program and managed in place until such time as the materials will be disturbed in a renovation or they become damaged to the point of needing localized repairs.

Should any of the above identified ACM need to be disturbed or removed, the following regulations should be adhered to. State of Texas, Federal, and OSHA regulations require that all asbestos containing building materials (ACBM) in public buildings in Texas that will be disturbed in any demolition or renovation activities must be removed by Texas Department of Health licensed and certified personnel (i.e.. Asbestos Consultant, Asbestos Abatement Contractor, Asbestos Abatement Workers, and Air Monitoring Technicians) prior to the demolition or renovation activities by general construction personnel.

LIMITATIONS AND REPRODUCTIONS

Neither ESESIS, nor NAAL Inc. makes any warranty, assurance, or guarantee that other asbestos containing materials may not be in the building in hidden or inaccessible areas.

This report has been prepared on behalf of and for the exclusive use of Midwestern State University for use in an environmental evaluation of this building. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the written consent of ESESIS, or NAAL Inc.

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Ceiling Tile	**5**	~13,300sf		
Sample Number	221		Amosite	2%
			No Asbestos Detected	0%
Comments: Tan fibrous ceiling tile.				
Sample Number	222		Amosite	0%
			No Asbestos Detected	0%
Comments: Tan fibrous ceiling tile.				
Elbow Wrap	**4**	~120elbows		
Sample Number	272		Chrysotile	4%
			Chrysotile	0%
Comments: Gray fibrous insulation and white surfacing on canvas mesh.				
Sample Number	273		Chrysotile	2%
			No Asbestos Detected	0%
Comments: Gray fibrous insulation.				
Floor Tile	**13**	~22,900sf		
Sample Number	202		Chrysotile	2%
				0%
Comments: Tan floor tile.				
Sample Number	203		Chrysotile	2%
			Chrysotile	6%
Comments: Tan floor tile and black mastic.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Floor Tile	**14**	~80sf		
Sample Number	205		Chrysotile	5%
			No Asbestos Detected	0%
Comments: No asbestos detected in second layer mastic.				
Sample Number	206		Chrysotile	3%
			No Asbestos Detected	0%
Comments: No asbestos detected in second layer mastic.				
Floor Tile	**15**	~120sf		
Sample Number	259		Chrysotile	7%
				0%
Comments: 7% chrysotile was discovered in second layer mastic.				
Sample Number	260		Chrysotile	3%
			No Asbestos Detected	0%
Comments: 3% chrysotile was discovered in second layer mastic.				
Sample Number	261		Chrysotile	4%
			No Asbestos Detected	0%
Comments: 4% chrysotile was discovered in second layer mastic.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Floor Tile	**16**	~540sf		
Sample Number	287		Chrysotile	8%
			No Asbestos Detected	0%
Comments: Light brown floor tile.				
Sample Number	288		Chrysotile	5%
			No Asbestos Detected	0%
Comments: Light brown floor tile.				
Floor Tile	**17**	~300sf		
Sample Number	308		Chrysotile	3%
			Chrysotile	2%
Comments:				
Sample Number	309		Chrysotile	3%
			Chrysotile	4%
Comments:				
Sample Number	310		Chrysotile	2%
			Chrysotile	4%
Comments:				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Floor Tile	**18**	~25sf		
Sample Number	312		Chrysotile	3%
			Chrysotile	5%
Comments:				
Sample Number	313		Chrysotile	2%
			Chrysotile	4%
Comments:				
Sample Number	314		Chrysotile	3%
			Chrysotile	2%
Comments:				
Grout	**2**	~80 square feet		
Sample Number	330		Chrysotile	2%
				0%
Comments:				
Sample Number	331		Chrysotile	2%
				0%
Comments:				
Sample Number	332		Chrysotile	2%
				0%
Comments:				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Grout	**3**	~60 Square feet		
Sample Number	333		Chrysotile	2%
				0%
Comments:				
Sample Number	334		Chrysotile	2%
				0%
Comments:				
Sample Number	335		Chrysotile	0%
				0%
Comments:				
HVAC Insulation	**3**	~19060 lf		
Sample Number	183		Chrysotile	7%
				0%
Comments: White mastic, silver foil, and yellow insulation.				
Sample Number	185		Chrysotile	3%
				0%
Comments: Brown paper with white surfacing.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Mastic	**6**	~474sf		
Sample Number	241		Chrysotile	3%
			No Asbestos Detected	0%
Comments: Yellow and black mastics.				
Sample Number	242		Chrysotile	3%
				0%
Comments: Yellow and black mastics.				
Sample Number	243		Chrysotile	2%
				0%
Comments: Yellow and black mastics.				
Other Miscellaneous	**8**			
Sample Number	193		Chrysotile	0%
				0%
Comments: Thick brown rubber tile.				
Sample Number	194		Chrysotile	0%
				0%
Comments: Thick brown rubber tile.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Other Miscellaneous	**13**	~30 gaskets		
Sample Number	298		Chrysotile	40%
				0%
Comments: Black hard board.				
Sample Number	300		Chrysotile	55%
				0%
Comments: Dark gray fibrous material with white fibers.				
Other Miscellaneous	**14**	~6,500 Square feet		
Sample Number	322		Chrysotile	5%
				0%
Comments:				
Sample Number	323		Chrysotile	5%
				0%
Comments:				
Sample Number	324		Chrysotile	5%
				0%
Comments:				
Sample Number	325		Chrysotile	0%
				0%
Comments: Less than 1% found				
Sample Number	326		Chrysotile	4%
				0%
Comments:				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Roofing Material	1	~100sf		
Sample Number	171		Chrysotile	20%
				0%
Comments: Black Tar Mastic				
Sample Number	172		Chrysotile	5%
				0%
Comments: Black sealant.				
Sample Number	173		Chrysotile	6%
				0%
Comments: Black sealant and black tar on black canvas.				
Sheet Rock	8	~3,380sf		
Sample Number	229		Chrysotile	3%
			No Asbestos Detected	0%
Comments: See amended report,004603,dated 4/7/00.				
Sample Number	230		Chrysotile	2%
				0%
Comments: Off-whit joint compound.				
Sample Number	231		Chrysotile	2%
			No Asbestos Detected	0%
Comments: White surfacing.				
Sample Number	311		Chrysotile	2%
				0%
Comments:				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Sheet Rock	**11**	~1,088sf		
Sample Number	302		Chrysotile	2%
			No Asbestos Detected	0%
Comments: Off-white joint compound.				
Sample Number	303		Chrysotile	2%
				0%
Comments: White joint compound.				
Tank Insulation	**1**	~80sf		
Sample Number	296		Chrysotile	64%
			Chrysotile	0%
Comments: Gray fibrous insulation and pink surfacing on canvas.				
Sample Number	297		Chrysotile	62%
			Chrysotile	0%
Comments: Gray fibrous insulation and pink surfacing on canvas.				
Texturizer	**7**			
Sample Number	196		Chrysotile	0%
			No Asbestos Detected	0%
Comments: Off-white textured surfacing.				
Sample Number	197		Chrysotile	0%
				0%
Comments: Yellow and white textured surfacing.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Texturizer	**8**	~660sf		
Sample Number	198		Chrysotile	4%
			No Asbestos Detected	0%
Comments: White texture				
Sample Number	199		Chrysotile	0%
			No Asbestos Detected	0%
Comments: Tan surfacing				
Sample Number	200		Chrysotile	2%
				0%
Comments: Tan surfacing and floor tile.				
Transite	**1**	~180sf		
Sample Number	304		Chrysotile	20%
				0%
Comments:				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Wall Tile	**2**	~1800sf		
Sample Number	189		Chrysotile	4%
			No Asbestos Detected	0%
Comments: 4% chrysotile found in second layer mastic.				
Sample Number	190		Chrysotile	2%
			No Asbestos Detected	0%
Comments: 2% chrysotile found in second layer mastic.				
Sample Number	191		Chrysotile	3%
			No Asbestos Detected	0%
Comments: 3% chrysotile found in third layer mastic.				
Wall Tile	**3**	~1440sf		
Sample Number	281		Chrysotile	3%
				0%
Comments: 3% Chrysotile was discovered in the second layer mastic.				
Sample Number	282		Chrysotile	3%
				0%
Comments: 3% Chrysotile was discovered in the second layer mastic.				

ACM Homogeneous Area Summary

Report Number: 200035003

Homogeneous Area		Amount of Material	Type and Percent of Asbestos Detected	
Window Glazing	1	~140 windows		
Sample Number	307		Chrysotile	2%
				0%
Comments:				
Sample Number	321		Chrysotile	2%
				0%
Comments:				

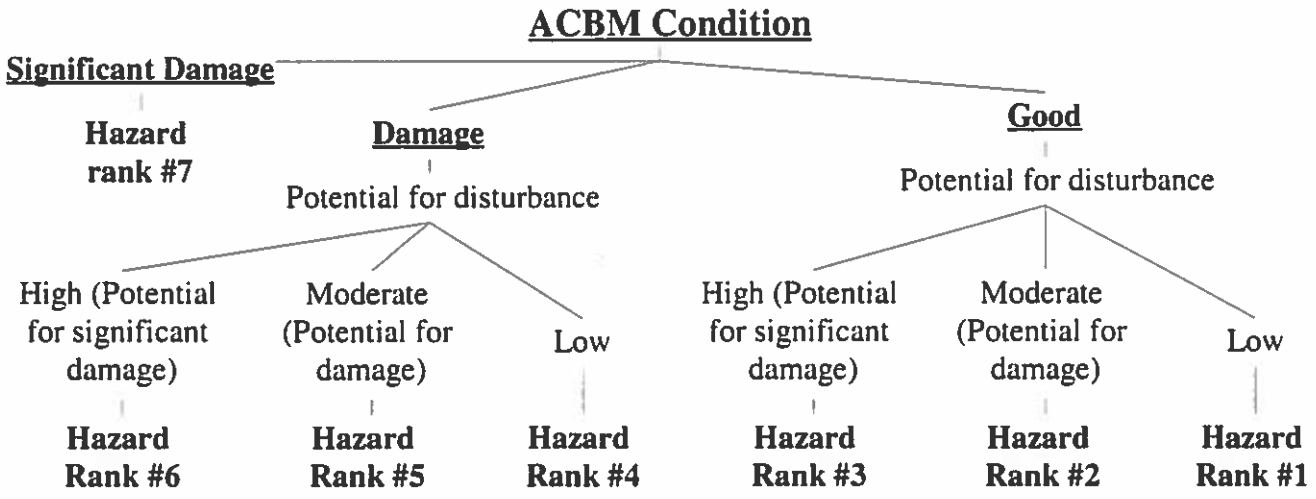
APPENDICES

RESPONSE ACTIONS BASED ON HAZARD RANKING

HAZARD RANK	REMOVAL PRIORITY	AHERA CATEGORIES	RESPONSE ACTIONS REQUIRED BY AHERA
7	1	Significantly Damaged	Evacuate or isolate the area if needed. Remove the ACBM (or enclose or encapsulate if sufficient to contain fibers). Repair of thermal system insulation is allowed if feasible and safe. Operations and maintenance plan required for all friable asbestos containing building materials.
6	2	Damaged plus potential for significant damage	Evacuate or isolate the area if needed. Remove, enclose, encapsulate, or repair to correcte damage. Take steps to reduce potential for disturbance. Operations and maintenance plan required for all friable asbestos containing building materials..
5	3	Damaged plus potential for damage	Remove, enclose, encapsulate, or repair to correct damage. Take steps to reduce potential for disturbance. Operations and maintenance plan required for all friable asbestos containing building materials.
4	4	Damaged	Same as Hazard Rank 5
3	5	Potential for significant damage	Evacuate or isolate the area if needed. Take steps to reduce potential for disturbance. Operations and maintenance plan required for all friable asbestos containing building materials.
2	6	Potential for damage	Operations and maintenance plan required for all friable asbestos containing building materials.
1	7	No problem	Operations and maintenance plan required for all friable asbestos containing building materials, but measures need not be as extensive as above.

NOTE: AHERA does not account for combinations of current and potential damage (i.e. hazard ranks #5 and 6). The response actions shown are combinations of those required for each condition.

CLASSIFICATIONS FOR HAZARD POTENTIAL (DECISION TREE DISPLAY)



HOMOGENEOUS AREA CODES

MATERIAL CATEGORY	MATERIAL TYPE	CODE
Miscellaneous Material	Building Insulation	MBI
Miscellaneous Material	Carpet Mastic	MCPT
Miscellaneous Material	Caulk	MC
Miscellaneous Material	Ceiling Tile	MCT
Miscellaneous Material	Cloth/Rope	MCTH
Miscellaneous Material	Counter/Furniture Surfaces	MCS
Miscellaneous Material	Curtains (fire)	MCU
Miscellaneous Material	Door Insulation	MDI
Miscellaneous Material	Electrical Insulation	MEI
Miscellaneous Material	Flex Connector	MFC
Miscellaneous Material	Floor Tile	MFT
Miscellaneous Material	Grout	MG
Miscellaneous Material	Linoleum	MLN
Miscellaneous Material	Mastic	MM
Miscellaneous Material	Other Miscellaneous	MO
Miscellaneous Material	Roofing Material	MR
Miscellaneous Material	Sheet Rock	MSR
Miscellaneous Material	Substrate	MSS
Miscellaneous Material	Tape	MTP
Miscellaneous Material	Transite	MTRB
Miscellaneous Material	Wall Tile	MWT
Miscellaneous Material	Wallboard	MWB
Miscellaneous Material	Window Glazing	MWG
Surfacing Material	Exterior Coat	SMXC
Surfacing Material	Fireproofing	SMF
Surfacing Material	Other Surfacing	SO
Surfacing Material	Paint	SMP
Surfacing Material	Spray-on Material	SMSM
Surfacing Material	Tape Compound	SMTC
Surfacing Material	Texturizer	SMT
Surfacing Material	Topcoat	SMCT
Thermal System Insulation	Elbow Wrap	EW
Thermal System Insulation	Freezer Insulation	FI
Thermal System Insulation	HVAC Insulation	AC
Thermal System Insulation	Other TSI	TO
Thermal System Insulation	Pipe "T"	TW
Thermal System Insulation	Pipe Insulation	PR
Thermal System Insulation	Tank Insulation	TI

INSPECTOR'S ASSURANCES

The person who conducted this inspection has successfully completed an EPA approved training course on the inspection of buildings for asbestos containing materials. Current state and federal regulations regarding such inspections were followed by the inspector, as applicable to this particular inspection.

Name of Inspector (Printed): **Charles Thorn**

Inspector's Signature: _____

Name of Inspector (Printed): **Tom Gill**

Inspector's Signature: _____

Name of Inspector (Printed): **Steven E. Robb**

Inspector's Signature: _____

Name of Inspector (Printed): **Denny E. Walker**

Inspector's Signature: _____

Certificate/License number: See Personnel and Laboratory Licenses section of this report.

Date of Certification: See Personnel and Laboratory Licenses section of this report.

ESESIS and NORTH AMERICAN ANALYTICAL LABS Inc.

Guide to Reading Report

Report Number: 200035003 **Project Number:** ACM-2000-01

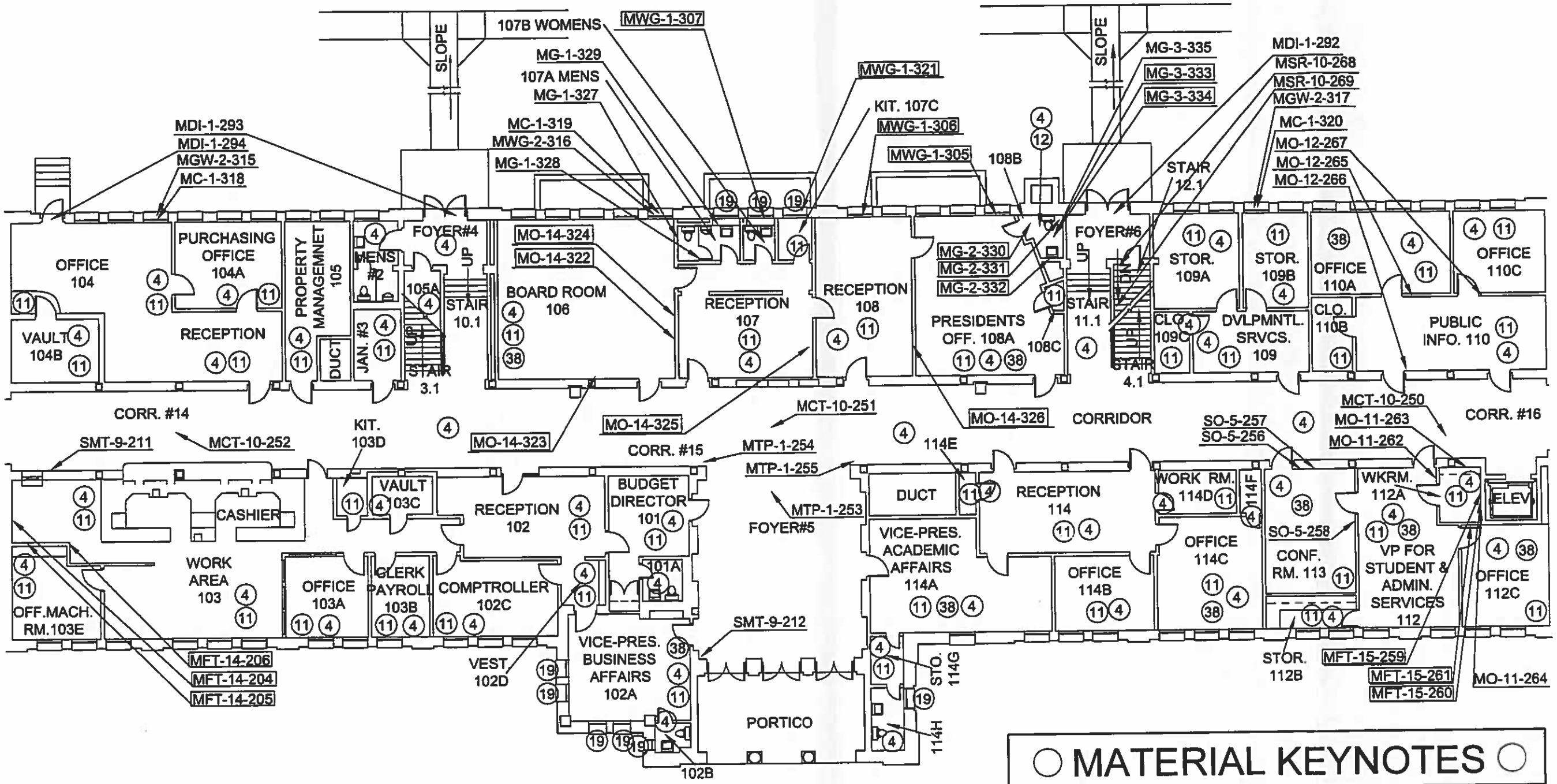
This instruction page is included with each report to explain the structure of the report and to enable clients to interpret our sample numbering system. If you have any questions after reading this report or if anything in it is not clear to you please do not hesitate to call us.

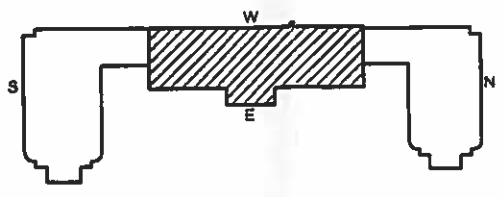
Following this instruction page you will find a written summary which describes and interprets the detailed information found in the rest of the report. It begins with a brief description of the building's construction and a history of any major structural changes in the site (PAST SITE HISTORY / CONSTRUCTION) . This is followed by the ASBESTOS CONTAINING MATERIAL SUMMARY section which describes the methods used to inspect the building and analyze samples. This section also contains a detailed description of the nature of any asbestos containing materials (ACM) including their appearance, location, the approximate quantity present, and a hazard rank ranging from 1 (no immediate danger) to 7 (substantial health risk). The next section, CONCLUSIONS AND RECOMMENDATIONS, gives you our professional opinion as to which areas of the building represent the greatest problem and ways in which these problems may be addressed. The final section of the summary, LIMITATIONS AND REPRODUCTIONS, is designed to inform you of the scope of the inspection and any qualifications which should be used in interpreting its results.

The HOMOGENEOUS AREA REPORT provides a detailed description of each sample of material collected during the inspection. The BULK SAMPLE REPORT includes a cover letter, detailed results for each sample analyzed, and a summary which shows which samples contained asbestos and which did not. APPENDICES which follow the report include a description of ESESIS' homogeneous area codes and a detailed explanation of hazard ranks.

The following is an explanation of the numbering system ESESIS uses to label each sample listed in the summary and homogeneous area reports. Each begins with the unique control number assigned by the laboratory to each sample analyzed. Next the code describing the type of homogeneous area from which the sample was taken is given (codes are explained on the homogeneous area code list included in the appendices). This code may be preceded by an "SA" which indicates that this is a salient (isolated) homogeneous area. The code is also followed by a number used to distinguish the area from others of the same type. Next comes the field sample number assigned to the sample by the inspector when it was collected. The entire number is concluded with the project number or designation, if any, which distinguishes this inspection from any others that may be conducted for the same client.

Once again, if you have any trouble interpreting the information you find in this report please do not hestitate to call us. We at ESESIS appreciate your business.





MATERIAL KEYNOTES

4. CEILING TILE = MCT
11. FLOOR TILE = MFT
12. GROUT = MG
19. TRANSITE = MTRB
38. OTHER MISCELLANEOUS MATERIAL = MO

######## - INDICATES A SAMPLE THAT HAS REVEALED AN ASBESTOS CONTAINING SUBSTANCE
- REFER TO ESESIS REPORT FOR VERIFICATION OF ALL LOCATIONS OF SAMPLES AND ASBESTOS CONTAINING SUBSTANCES.

HARDIN ADMINISTRATION BUILDING - MAIN - FIRST FLOOR

SCALE: 1/16" = 1'-0"

NORTH

CHARLES F. HARPER #2273
EXPIRES: 31 JULY 2001
REGISTERED ARCHITECT
STATE OF TEXAS
RELEASED FOR CONSTRUCTION
RALPH B. PERKINS #6871
EXPIRES: 31 JULY 2001
DATE SIGNED:
HPA
HARPER PERKINS ARCHITECTS, INC.
4724 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302-3599

HARDIN ADMINISTRATION
MIDWESTERN STATE UNIVERSITY
WICHITA FALLS, TEXAS
3410 TAFT BLVD.

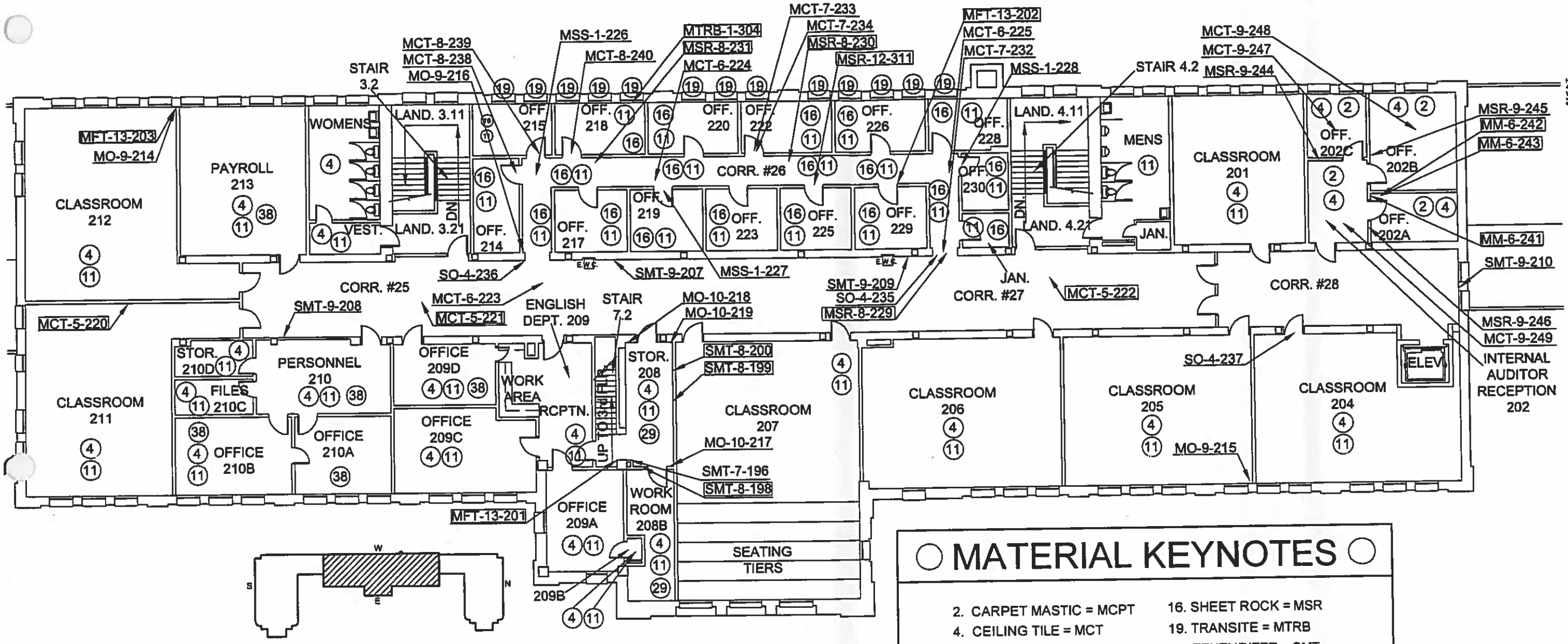
ESESIS
11022 FM 3326 SOUTH
HAWLEY, TX 79525
(915)793-7255 tel.
(915)695-8455 fax

DRAWN BY W. Perkins
DATE 5-15-2000
REVISIONS

NO.	DESCRIPTION	DATE

00251

HARDIN BLDG.
101 - MAIN



MATERIAL KEYNOTES

2. CARPET MASTIC = MCPT	16. SHEET ROCK = MSR
4. CEILING TILE = MCT	19. TRANSITE = MTRB
11. FLOOR TILE = MFT	29. TEXTURIZER = SMT

38. OTHER MISCELLANEOUS MATERIAL = MO

######## - INDICATES A SAMPLE THAT HAS REVEALED AN ASBESTOS CONTAINING SUBSTANCE
- REFER TO ESESIS REPORT FOR VERIFICATION OF ALL LOCATIONS OF SAMPLES AND ASBESTOS CONTAINING SUBSTANCES.

NORTH

HARDIN ADMINISTRATION BUILDING - MAIN - SECOND FLOOR

SCALE: 1/16" = 1'-0"

CHARLES F. HARPER #5273
EXPIRES: 31 JULY 2001
RELEASED ONLY - NOT FOR CONSTRUCTION
RALPH S. PERKINS #5571
EXPIRES: 31 JULY 2001
DATE SIGNED:

HPA
HARPER PERKINS ARCHITECTS, INC.
4224 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76308-3309

HARDIN ADMINISTRATION
MIDWESTERN STATE UNIVERSITY
WICHITA FALLS, TEXAS
3410 TAFT BLVD

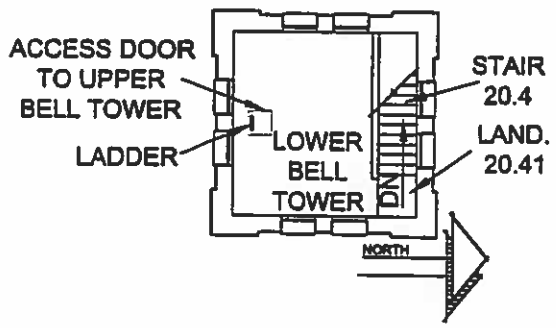
ESESIS
11022 FM 3326 SOUTH
HAWLEY, TX 79525
(915)793-7255 tel.
(915)695-8455 fax

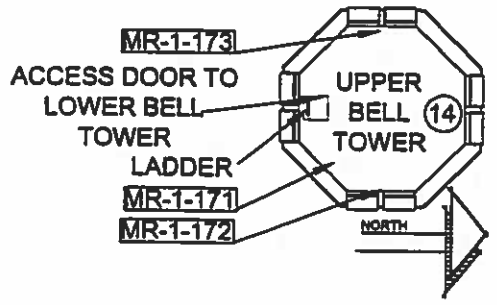
DRAWN BY: W. Perkins
DATE: 5-15-2000
REVISIONS

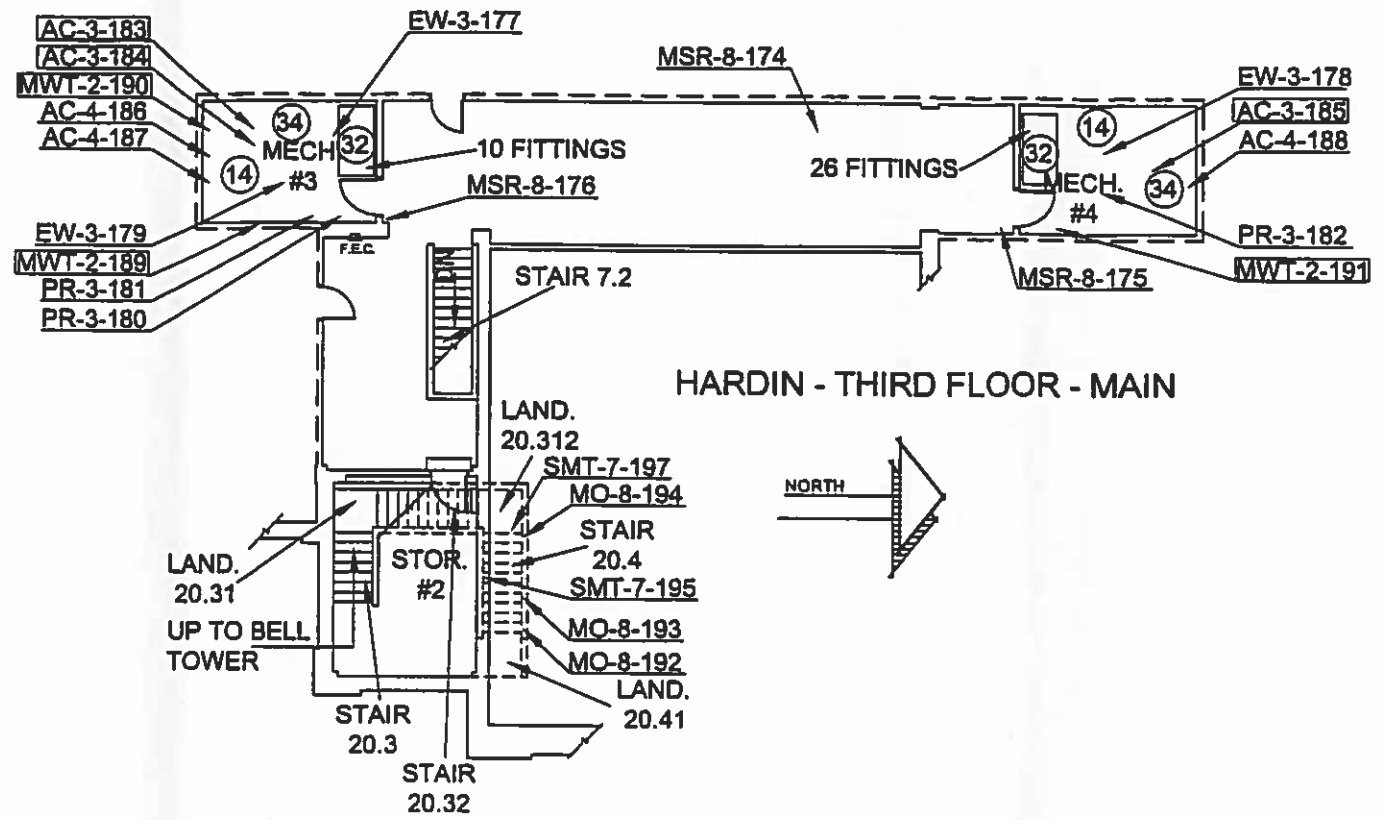
NO.	DESCRIPTION	DATE

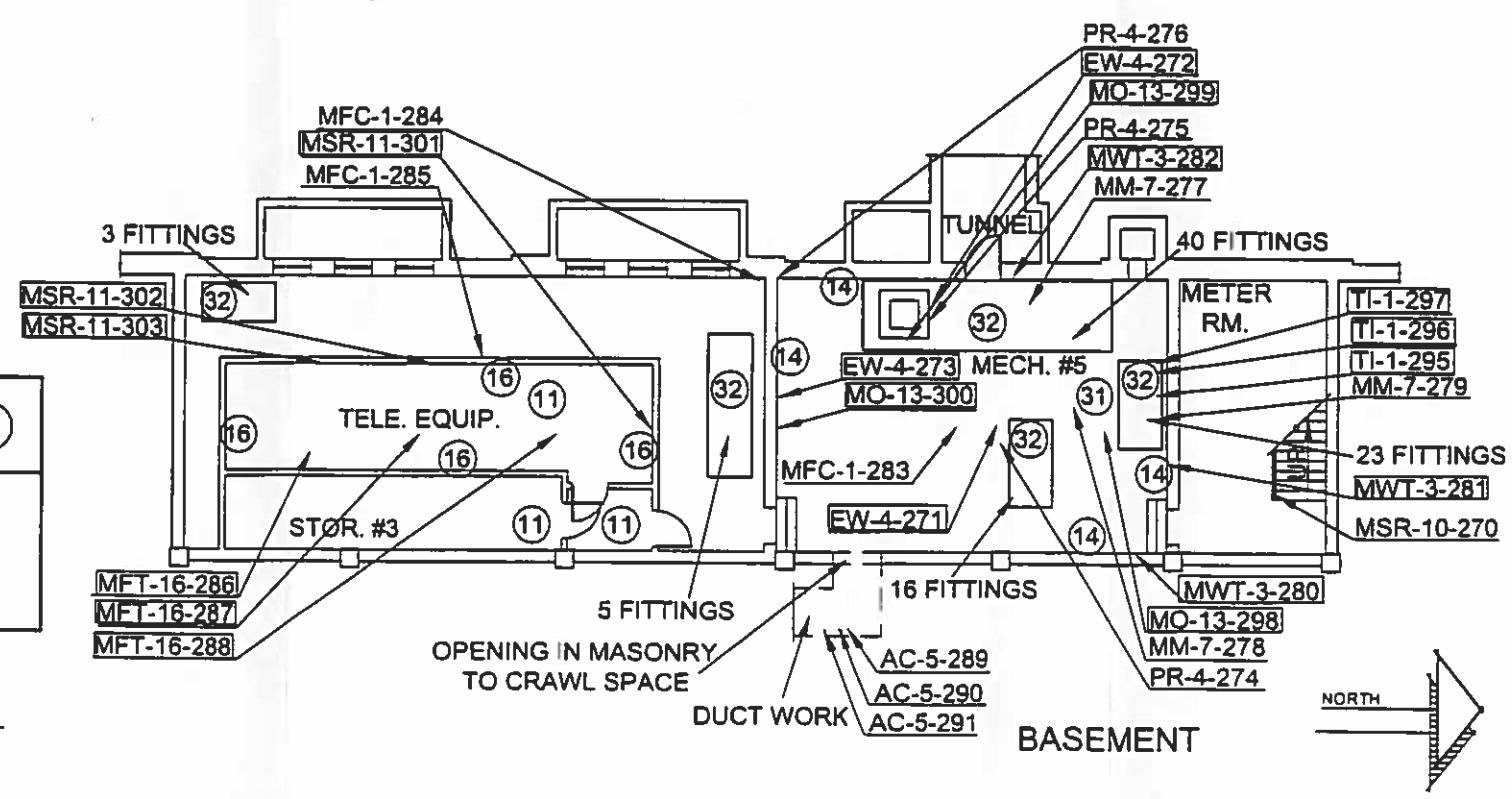
00251

HARDIN BLDG.
201 - MAIN









MATERIAL KEYNOTES

11. FLOOR TILE = MFT
14. MASTIC = MM
16. SHEET ROCK = MSR
34. HVAC INSULATION = AC
31. BOILER/TANK INSULATION = TI
32. ELBOW WRAP = EW

######## - INDICATES A SAMPLE THAT HAS REVEALED AN ASBESTOS CONTAINING SUBSTANCE

- REFER TO ESESIS REPORT FOR VERIFICATION OF ALL LOCATIONS OF SAMPLES AND ASBESTOS CONTAINING SUBSTANCES.

HARDIN ADMIN. BLDG. - MAIN - 3rd. Flr., Basement, & Bell Tower

SCALE: 1/16" = 1'-0"

CHARLES F. HARPER #22273
EXPIRES: 31 JULY 2001
REGISTERED ARCHITECT
STATE OF TEXAS
RECORD ONLY - NOT FOR CONSTRUCTION
RALPH B. PERKINS #3871
EXPIRES: 31 JULY 2001
DATE SIGNED:

HPA
HARPER PERKINS ARCHITECTS, INC.
4734 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302-2299

HARDIN ADMINISTRATION
MIDWESTERN STATE UNIVERSITY
WICHITA FALLS, TEXAS
3410 TAFT BLVD

ESESIS
11022 FM 3326 SOUTH
HAWLEY, TX 79525
(915)793-7255 tel.
(915)695-8455 fax

DRAWN BY: W. Perkins
DATE: 5-15-2000
REVISIONS

NO	DESCRIPTION	DATE

00251

HARDIN BLDG.
301 - MISC

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

REFERENCE TWO

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

REFERENCE THREE

Government/CompanyName:_____

Address:_____

ContactPersonandTitle:_____

Phone:_____ Fax:_____

Contract Period:_____ ScopeofWork:_____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

_____

_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

_____

_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

_____

_____

_____

Telephone number_____

Email_____

_____
Signature
Name:_____

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____day of _____,
20 _____.

_____
Notary Public in and for the
State of Texas.

AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

CONTRACT NO.

This Agreement made the day of in the year 20 , by and between , hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled . These drawings and specifications prepared for Midwestern State University by , acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as **Exhibit 2**.

DRAWINGS: See attached as **Exhibit 2**.

ADDENDA: See attached as **Exhibit 2**.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract: .

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within ( ) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of ($), and make payment on account as hereinafter provided.

ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 3**. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of ($) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor’s costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative.

Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest**.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, University's Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

MIDWESTERN STATE UNIVERSITY

By: _____	By: _____
Signature	Signature
_____	_____
Print name	Print name
Date: _____	Date: _____