

APPLICATION CHECKLIST/ INFORMATION FORM

DEVELOPER : Accessible Housing Austin	OWNER/BORROWER NAME : TBD
DEVELOPMENT NAME : AHA! at Briarcliff	FUNDING CYCLE DEADLINE :
FEDERAL TAX ID NO:	DUNS NO:
PROJECT ADDRESS: 1915 Briarcliff Blvd	PROGRAM : RHDA / OHDA / BOTH: RHDA
CONTACT NAME : Trey Nichols	AMOUNT REQUESTED: \$1,500,000.00
CONTACT ADDRESS AND PHONE : 1100 S IH35, Austin - 682-553-4664	

APPLICATION TABS		INITIALS
A 1	EXECUTIVE SUMMARY/PROJECT PROPOSAL	TN
A 2	PROJECT SUMMARY FORM	TN
A 3	PROJECT TIMELINE	TN
A 4	DEVELOPMENT BUDGET	TN
A 5	OPERATING PRO FORMA	
A 6	SCORING SHEET	TN

ATTACHMENT TABS			
1	ENTITY INFORMATION	1.a. Detailed listing of developer's experience 1.b. Certificate of Status 1.c. Statement of Confidence	
2	PRINCIPALS INFORMATION	2.a. Resumes of principals 2.b. Resumes of development team 2.c. Resumes of property management team	TN
3	FINANCIAL INFORMATION	3.a. Federal IRS Certification 3.b. Certified Financial Audit 3.c. Board Resolution 3.d. Financial Statements 3.e. Funding commitment letters.	TN TN TN N/A
4	PROJECT INFORMATION	4.a. Market Study 4.b. Good Neighbor Policy 4.c. SMART Housing Letter 4.d. MOU with ECHO 4.e. Resident Services	
5	PROPERTY INFORMATION	5.a. Appraisal 5.b. Property Maps 5.c. Zoning Verification Letter 5.d. Proof of Site control 5.e. Phase I ESA 5.f. SHPO	

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. *Unsigned/undated submissions will not be considered.*

SIGNATURE OF APPLICANT

[Redacted Signature]

PRINTED NAME

Trey Nichols

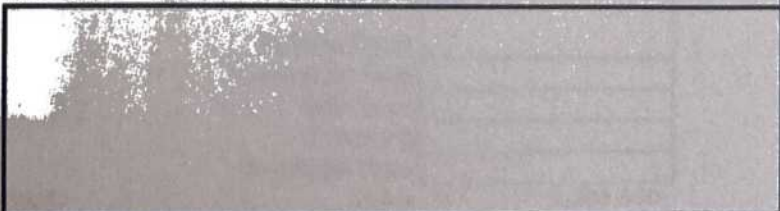
TITLE OF APPLICANT

Executive Director

DATE OF SUBMISSION

2/8/2023

DATE AND TIME STAMP OF RECEIPT



FOR AHFC USE ONLY

Project Summary Form

1) Project Name AHA! at Briarcliff	2) Project Type 100% Affordable	3) New Construction or Rehabilitation Rehabilitation
4) Address(s) or Location Description 1915 Briarcliff Blvd		5) Mobility Bond Corridor
6) Census Tract 21.06	7) Council District District 1	8) Elementary School HARRIS EL
9) Affordability Period 40 years		
10) Type of Structure Multi-family	11) Occupied? Yes	12) How will funds be used? Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI		10	7			17
Up to 40% MFI						0
Up to 50% MFI		5	5			10
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	15	12	0	0	27

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	0	0	0	0	0

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	27	Continuum of Care Units	
Accessible Units for Sensory Impairments	3		

Use the City of Austin GIS Map to Answer the questions below

- 16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor? No
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop? Yes
- 18) Is the property within 3/4 mile of Transit Service? Yes
- 19) The property has Healthy Food Access? Yes

20) Estimated Sources and Uses of funds

<u>Sources</u>	
Debt	
Equity	
Grant	
Other	
Deferred Developer Fee (not applicable for OHDA)	
Previous AHFC Funding	
Current AHFC Request	10,000

<u>Uses</u>	
Acquisition	
Off-Site	
Site Work	1,500,000
Sit Amenities	
Building Costs	
Contractor Fees	
Soft Costs	
Financing	
Developer Fees	

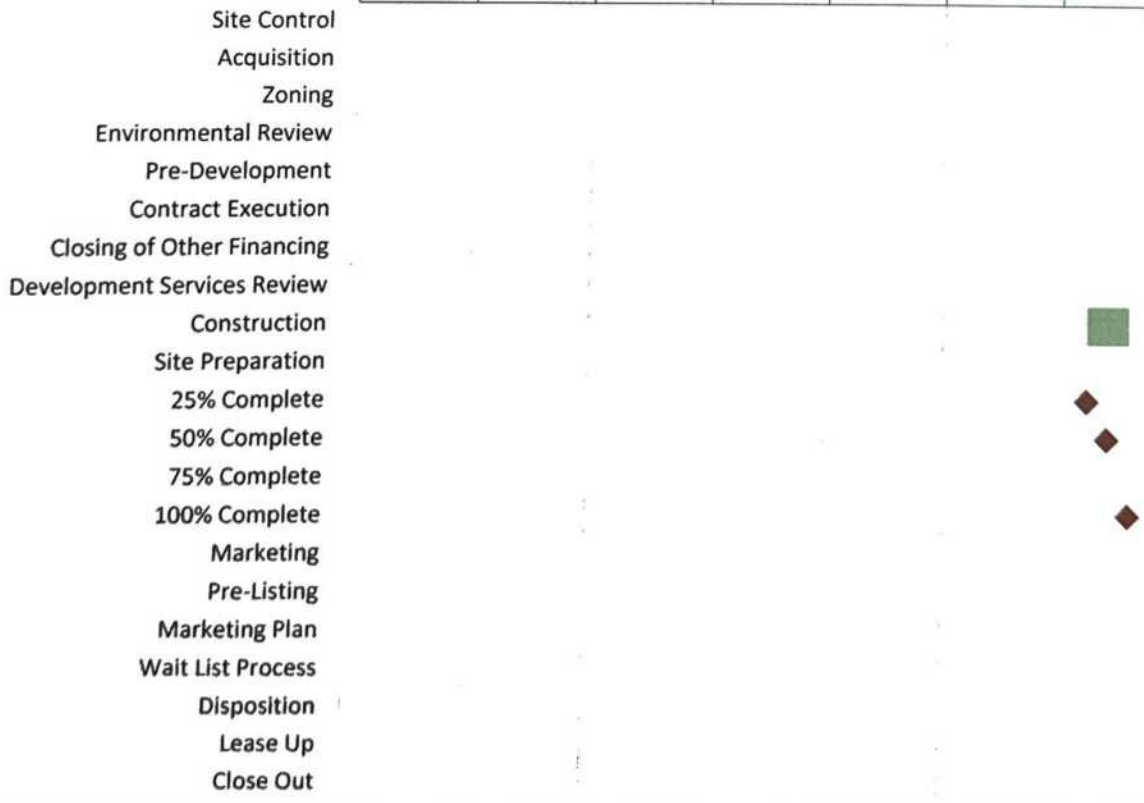
Total \$ 10,000

Total \$ 1,500,000

Development Schedule

	Start Date	End Date
Site Control		
Acquisition	Jan-00	Jan-00
Zoning		
Environmental Review		
Pre-Development		
Contract Execution	Jan-00	Jan-00
Closing of Other Financing		
Development Services Review		
Construction		
Site Preparation	Jul-23	Dec-23
25% Complete		
50% Complete	Jul-23	
75% Complete	Sep-23	
100% Complete	Dec-23	
Marketing		
Pre-Listing	Jan-00	Jan-00
Marketing Plan		
Wait List Process		
Disposition		
Lease Up	Jan-00	Jan-00
Close Out		

Dec-14 May-16 Sep-17 Feb-19 Jun-20 Oct-21 Mar-23 Jul-24



Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal			
Environmental Review			
Engineering			
Survey			
Architectural			
Subtotal Pre-Development Cost	\$0	\$0	
Acquisition			
Site and/or Land			
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$0	\$0	
Construction			
Infrastructure			
Site Work			
Demolition			
Concrete			
Masonry			
Rough Carpentry			
Finish Carpentry			
Waterproofing and Insulation			
Roofing and Sheet Metal			
Plumbing/Hot Water			
HVAC/Mechanical	1,000,000	1,000,000	
Electrical			
Doors/Windows/Glass			
Lath and Plaster/Drywall and Acoustical			
Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades			
Specialties/Special Equipment			
Cabinetry/Appliances			
Carpet			
Other (specify)	500,000	500,000	Remediation
Construction Contingency			
Subtotal Construction Cost	\$1,500,000	\$1,500,000	
Soft & Carrying Costs			
Legal			
Audit/Accounting			
Title/Recordin			
Architectural (Inspections)			
Construction Interest			
Construction Period Insurance			
Construction Period Taxes			
Relocation			
Marketing			
Davis-Bacon Monitoring			
Developer Fee			
Other (specify)			
Subtotal Soft & Carrying Costs	\$0	\$0	
TOTAL PROJECT BUDGET	\$1,500,000	\$1,500,000	

Project Name	AHAI at Briarcliff	
Project Type	100% Affordable	
Council District	District 1	
Census Tract	21.06	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$10,000	
Estimated Total Project Cost	\$1,500,000	
High Opportunity	No	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	No	
Mobility Bond Corridor	0	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	17	# of rental units at < 30% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	0%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	3	% of annual goal * units * 50%, max of 75
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	10	# of rental units at < 50% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	0%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	1	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	0%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 50%, max of 75
< 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	12%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	18%	% of City's affordable housing goal near high frequency transit
Imagine Austin	0%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 25%, max of 75
Unit Score	3	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	0	Total # of units provided up to 100 per year
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	12	Total Affordable 2 Bedroom units
3 Bedroom Units	0	Total Affordable 3 Bedroom units
4 Bedroom Units	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	9	Multi-bedroom Unit/Total Units * 20
TEA Grade	65	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	3	Educational Attainment, Environment, Community Institutions, Social Cohesion, E
Accessible Units	30	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	22	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	12	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	47	MAXIMUM SCORE = 200
UNDERWRITING		
Assistance	1%	% of total project cost funded through assistance
Leverage Score	30	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$370	Amount of assistance per unit
Subsidy per unit score	25	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$256	Amount of assistance per bedroom
Subsidy per Bedroom Score	25	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	0.00	Measured at the 5 Year mark
Debt Coverage Ratio Score	0	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	80	MAXIMUM SCORE = 100
APPLICABILITY		
FINAL QUALITATIVE SCORE	1.31	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		



02/08/2023

Executive Summary

To whom it may concern:

Accessible Housing Austin is in need of \$1.5 million to repair our A/C system. When our property was built that engineers and contractors installed 2-ton systems. These units are much too big for the size of the apartments. As a result, the units are not running long enough to effectively remove the moisture from the air. This has created an environment for mold. We have purchased and installed dehumidifiers in each apartment, but this is only a short-term solution. In addition to purchasing new external A/C units, we will need to remediate any mold. Both corrections will require us to relocate our tenants so that repairs can be made. It is difficult to pin down an exact cost due to many different variables. The attachments should highlight our options.

We have currently engaged with Allensworth law firm and are starting the process towards arbitration. Any awards we receive, and the conclusion of the lawsuit will be paid back to this loan up to and including the full amount borrowed.

Kind Regards,



Trey Nichols
Executive Director
Accessible Housing Austin!

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 08 2006

ACCESSIBLE HOUSING AUSTIN
1016 LA POSADA STE 145
AUSTIN, TX 78752

Employer Identification Number:
74-3156314
DLN:
17053081001026
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
DECEMBER 20, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
SEPTEMBER 30, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

ANGUS "TREY" NICHOLS, III

PROFESSIONAL SUMMARY

Nonprofit Housing Leader

Delivered stability and scalability for 3 growing operations through structured governance and quality assurance processes that streamlined and revitalized programs, team structure, and systems in response to increasing demand. Influence change throughout organization. Readily convey technical information to non-technical audiences.

KEY QUALIFICATIONS

Operations Management | Program Development & Management | Advanced Customer Support | Best Practices
Engagement Scope | Delivery Governance | Risk Management | Process controls | Incident Management
Interviewing & Hiring Employees | Staff Development | Training Workshops | Training Material Development
Performance Appraisals | Client Satisfaction Surveys | Conflict Resolution | Purchasing | Supplier Management
Cost Allocation | Expense Reporting | Research | Statistical Analysis

EXPERIENCE

City of Austin – Homeless Services Division, Austin, Texas

May 2021–February 2022

Program Manager – NorthBridge GM

Direct, develop and administer all aspects of shelter operations, including onboarding and offboarding, operational budget development and implementation, grant management, building development, and client management and oversight. Designed and implemented client programs and negotiated agreements with outside agencies to provide internal services. Developed employee job descriptions, work parameters, and staff development. Responsible for establishing program outcomes and implementing accountability standards. Assist City of Austin officials and area social service agencies by monitoring and reporting on operational progress and development. Established a work order system for submitting and tracking building services related work-orders.

Front Steps, Austin, Texas

October 2014–Present

Shelter Operations Director

Direct, administer, and coordinate operational activities by staff of 80 in support of policies, goals, and objectives established by executive director; set priorities, monitored grant applications, and developed alternative funding sources in collaboration with community organizations, board committees, and fund developers. Hold full P&L responsibility for \$3M program budget. Assist with development of \$7M agency budget; conduct periodic budget reviews. Summarize program outcomes based on programmatic reviews, agency audits, and data contained in statistical databases. Evaluate employee performance. Chair staff meetings. Address inquiries regarding policies, procedures, and programs. Support HR Director with hiring, training, and terminating employees; assist with processing accidental injury claims.

- Spearheaded development of well-received programs that accelerated achievement of goals and objectives.

Leadership

- Established new role that led to significant improvements in client flow and reduced complacency; marketed position to city for over 1 year to secure funding.
- Saved agency both time and money overseeing administration and troubleshooting of IT department with support of building services manager; managed internal IT and facilitated transfer of complex infrastructure to contracted IT company.
- Revamped work-order program, leading to increased transparency and accountability.

Collaboration

- Defined and executed short and long-term strategies as member of BOD’s policy and procedures committee.
- Motivated employees through teambuilding programs, training workshops, and as member of employee engagement committee – holiday parties and events- educator, training OSHA trainings for osha standards
- Eliminated threats to security of both personnel and property in partnership with risk assessment team.

Process Improvements

- Developed quality management processes that drove improved service delivery and client compliance; established metrics to manage and track activity.
- Managed planning and coordination of new locations; expedited transition to new facilities.
- Drove continuous improvement of all operations through process training,

EXPERIENCE (Ccontinued)

Foundation for the Homeless, Austin, Texas

October 2011–October 2014

Director of Programs and Operations

Directed housing, transportation and case-managed programs for operation serving 35-40 families each year through volunteer-driven, mobile shelter program. Managed leased facilities used for offices and shelter. Managed qualified supplier base; negotiated favorable terms. Supported grant writing and fundraising opportunities. Tracked client census and client outcomes. Enforced ethical and confidential best practices; investigated program violations by staff and clients; oversaw discipline for staff and clients. Oversaw client financial assistance and compliance with grant standards.

- Conducted internal agency audits; represented agency during external city and state grant audits.
- Innovated new evidence-based and data-driven approach; developed, revised, and implemented policies, in response, in partnership with executive director and business manager.
- Drove attainment of safe and secure housing for 79%-93% of families.
- organized fundraising event
- Managed and cultivated team of well-qualified and motivated volunteers.

Tarrant County Samaritan House, Fort Worth, Texas

May 2003–September 2011

Support-Services Manager

Oversaw allocation of grants; verified departments heads met monthly allocation through status reports. Researched requirements set forth by grant manuals; formulated qualitative portions of RFP outlining funds allocation. Facilitated annual performance audits, audit responses, and Annual Performance Reviews (APRs). Represented agency at HMIS meetings.

EDUCATION

Texas Woman’s University

Master of Science (MS) in Family Therapy

Bachelor of Science (BS) in Psychology

TECHNICAL SKILLS

Excel, Word, Access, Public Speaking, Budget Management and Development, Program Management, Program Development, Human Resources, Basic IT Related Services, Risk Management and Assessment, OSHA, Conflict Resolution

Stephanie Thomas, President

Stephanie Thomas has worked in disability rights and housing for nearly four decades. As a person in a wheelchair, she knows firsthand the difference that accessible housing makes in improving one's quality of life. Stephanie led the effort for the 1996 voluntary compliance agreement between ADAPT of Texas and the City of Austin to address widespread housing discrimination against people with disabilities. This led to Austin's Visitability Ordinance, the accessibility in SMART housing, and the development of hundreds more accessible units in Austin.

Prior to moving to Austin, Stephanie worked with the Atlantis Community in Denver where she developed positive integrated housing options. In addition, she has authored numerous articles, white papers and other informational pieces on housing rights for people with disabilities. As one of the founders of AHA!, Stephanie is proud of how the organization operates, partnering people with disabilities with people of various housing expertise to create viable integrated, accessible housing solutions that are affordable to low-income families and individuals.



EXPERIENCE

POLICY SPECIALIST

Disability Rights Texas

April 2014 – Present

Austin, Texas

Serve as the in-house expert on housing and employment issues and policy advocate to improve opportunities for persons with disabilities. Monitors legislative and agency initiatives and provide reports and recommendations.

VICE PRESIDENT, COMMUNITY AND HOUSING SERVICES

Easter Seals Central Texas

January 2010 – March 2014

Austin, Texas

Ensures quality programs and services by the Community and Housing Services department staff and national services members including Texas Home of Your Own, Home Modifications, HUD 811 Rental Housing, ASSET AmeriCorps, Assistive Technology and Disability Policy Consortium projects. Primarily responsible for the department's programs and for the development of the agency's public policy initiatives.

INTERIM PRESIDENT AND CEO

Easter Seals Central Texas

May 2012 – November 2012

Austin, Texas

Provide strategic leadership by working with the Board and other management to ensure that the mission, vision and values are primary influencers in setting strategic direction for the organization. Assure organizational growth and development as a quality provider of services for people with disabilities and their families, and as an important community resource.

EXECUTIVE DIRECTOR

United Cerebral Palsy Association of Texas

May 2002 – December 2009

Austin, Texas

Responsible to the Board of Directors for the effective agency operations. Recommends and participates in Board formulation of the agency's mission, goals, objectives and related policies. Plans, organizes, coordinates and directs the agency's staff, programs and activities. Maintains an effective governmental affairs program to represent the interests and the needs of the people with disabilities and represents the organization before the appropriate policy making bodies.

PROJECT DIRECTOR, TEXAS HOME OF YOUR OWN

United Cerebral Palsy Association of Texas

July 1997 – April 2002

Austin, Texas

Responsible for management of all aspects of the Texas Home of Your Own (HOYO) Project. Responsible for the development, planning, implementation and evaluation of innovative housing and homeownership program for people with disabilities. Develop proposals, monitor contracts for HOME, FHLB and Fannie Mae funded projects. Prepare programmatic and fiscal reports for Board of Directors and funding agencies. Staffed the Texas HOYO Coalition and develop policies on system change initiatives to increase accessibility of housing opportunities for people with disabilities.

MANAGER, PROGRAM IMPLEMENTATION

Texas Commission on Alcohol and Drug Abuse

December 1995 - July 1997

Austin, Texas

Responsible for administration and supervision of the Program Implementation Department. Develop policy and procedures to ensure appropriate and efficient technical assistance to prevention, intervention and treatment of chemical dependency programs. Organize and direct department activities to accomplish goals and objectives; train staff, conduct workshops and public hearings and supervise the development of special projects.

PROGRAM COORDINATOR

Service Employees International Union

June 1994 – December 1995

Austin, Texas

Responsible for the planning and implementation of the Texas Nursing Home Project. Responsible for the coordination of project research including funding sources (Medicare/Medicaid), legal cases (wrongful death/workers compensation) and public policy initiatives (federal and state legislation). Developed and secured sponsorship for state legislation to improve nursing home care and working conditions for nursing home workers.

Jean Langendorf
 Resume
 Page 2

SOCIAL SERVICES ADMINISTRATOR

September 1987 - May 1994
 El Paso, Texas

City of El Paso - Department of Community and Human Development

Responsible for the administration and coordination of the City's Community Development Block Grant funded Social Services programs, Disability and Aging Services, the Foster Grandparent, Retired Senior Volunteer, the Substance Abuse Free El Paso Program and Youth Assistance Programs. Responsible for the development of policies to address social issues for consideration by Mayor and City Council. Reviewed funding applications and evaluated the effectiveness of the programs in accordance with grantor agency guidelines and departmental policy.

EXECUTIVE DIRECTOR

May 1984 - September 1987
 Austin, Texas

Coalition of Texans with Disabilities

Responsible for program management of a nonprofit statewide consumer organization working with member organizations and individuals with disabilities to advocate for state legislation, programs and policies to ensure equal participation in society by all disabled Texans. Coordinated VISTA Volunteer and Client Assistance Programs involving budget and proposal development, grant management, recruitment, placement, training and supervision.

SITE COORDINATOR

March 1981 - April 1984
 Austin, Texas

National Realty Management, Inc.

Responsible for administration for five apartment communities in Texas. Worked with on-site managers to develop marketing programs, rental rates, identify potential problem areas, develop investor reports and new properties.

EXECUTIVE DIRECTOR

February 1978-February 1981
 Oklahoma City, Oklahoma

Neighborhood Development and Conservation Center, Inc. (NDCC)

Responsible for development of programs and supervision of staff to carry out policy direction set by the Board of Directors. Developed proposals and fund raising activities to assure a continued level of funding. Worked with neighborhood groups, government officials and representatives for the private sector to identify areas of need for neighborhood improvements and resources available to meet those needs. Coordinated volunteer architects and planners for assistance to neighborhoods and provided training to neighborhood associations.

VISTA VOLUNTEER

August 1976 - January 1978
 Oklahoma City, Oklahoma

Community Action Program

Worked primarily organizing a neighborhood group in a low-income community. Resource person for the neighborhood residents, organized neighborhood programs. Represented the state in the VISTA Forum and served as VISTA leader.

EDUCATION

BA in Sociology, University of Texas, Austin, Texas; May 1985
 AA in Sociology, South Oklahoma City Junior College, Oklahoma City, Oklahoma; May 1979

CONSULTATIONS AND COMMUNITY SERVICE

Current member of Texas Department of Housing and Community Affairs Disability Advisory Committee. Past appointee of Governor Rick Perry to the Housing and Health Services Coordination Council representing Rural Issues. Served on national Fannie Mae Housing Impact Advisory Council, HHSC Intellectual and Developmental Disability Advisory Committee and the Promoting Independence Advisory Committee and provided technical assistance to Public Housing Authorities for Project Access. Recipient of 2010 Texas Houser Award.

Paul E. Hilgers

Career Ambition and Expertise: Seeking to share my expertise in Executive Management, Leadership Development, Managing Cultural Change, Strategic Planning, Affordable Housing Policy, and Community Development

Professional Experience

Chief Executive Officer, Austin Board of REALTORS, (ABoR) February 2013 – December 2017. ABoR operates a multiple listing service and provides education, communication and political advocacy services to over 12,000 REALTORS in Central Texas. Served as CEO for four separate businesses including the Board of REALTORS, the Multiple Listing Service (ACTRIS), the ABoR Foundation and the Canyon View Events Center. Managed a staff of 50 employees. Responsible for the development of a 34,000 square foot office complex. Appointed to serve as ABoR's representative on major national industry advisory councils, including REALTOR.COM, Realtors Property Resource, National Association of REALTORS MLS Advisory Council; and, local councils including the Mayor's Committee on Institutional Racism, and the Austin Chamber of Commerce's Opportunity Austin 4.0 Steering Committee.

Deputy General Manager, Pedernales Electric Cooperative, Inc. (PEC) March 2008 – May 2011. I managed the District Operations, System Engineering, Power Supply, and Technical Communications of the largest distribution electric cooperative in the U. S. with more than 220,000 members. I was responsible for more than 650 employees and an annual budget of over \$300 million. My employment with PEC began during a time of great turmoil resulting from a member led lawsuit over the practices of the Cooperative and a call for major reform. I assisted in the preparation for legislative hearings, a major investigation by Navigant Consulting, and led the negotiations for a long-term power supply contract with the Lower Colorado River Authority.

Director, Neighborhood Housing and Community Development, City of Austin from August 1997 to March 2008. Hired by City Manager to provide stability and to reform a Department with a history of mismanagement and political controversy. Oversaw housing and community development programs including the Austin Housing Finance Corporation, an entity that issues housing bonds and tax credits for the development of affordable housing. The Department's budget expanded from \$12 million to \$65 million annually and

grew from 40 employees to 65. Also, I led the effort to secure housing for over 4300 evacuees from Hurricane Katrina in 2005.

Federal Relations Coordinator and Customer and Community Relations Representative for the Lower Colorado River Authority (LCRA) from November 1994 to July 1997. Represented the interest of LCRA at the federal, state and local levels and gained strong knowledge of the electric utility industry. Worked directly with local community leaders to promote LCRA programs.

District Director for Congressman J. J. Pickle from October 1985 – November 1994. Served as District Director responsible for managing constituent casework, chief liaison for the Congressman with community leaders and elected officials. This position provided unique opportunities for long range strategic planning regarding economic development, environmental, transportation and housing.

Education

Masters of Public Affairs

Lyndon B. Johnson School of Public Affairs
University of Texas at Austin, 1979

B.A. Political Science

Whittier College
Whittier, California, 1976

Current Community Involvement

- Life Member, and Vice-President -- Lola Wright Foundation Board
- Secretary, Affordable Housing Austin: non-profit organization affiliated with ADAPT of Texas supporting affordable accessible housing in Austin
- Member, Austin Area Research Organization
- Member, Board of Directors – Westminster Manor: an LCS retirement community
- Member, Board of Directors – University Christian Church

Personal Awards and Honors

Executive Leadership Award, Outstanding Executive for Business between 25 and 100 employees – Austin Chamber of Commerce, 2017

Outstanding Graduate from the 1986 class of Leadership Austin, 2006

Phillip Holman Award for "providing a safe environment for housing" – National Association of Mental Illness. 2003

REFERENCES AVAILABLE UPON REQUEST



Education: BA in Liberal Arts from the University of Texas at Austin, 1982;
M.Ed. from the University of Texas at Austin, 1986.

Employment: Department of Assistive and Rehabilitative Services, October 1, 1987 to January 31, 2014. Disability Specialist I, II, III, IV adjudicating claims for disability benefits for The Social Security Administration. I managed a full caseload and obtained evidence that involved medical and vocational information in order to assess functional residual capacities. I made independent determinations regarding eligibility according to the Social Security Administration's policy for disability benefits. I also worked in Appeals/Reconsideration and reviewed and prepared evidence and assessments for program and policy accuracy before they went to an Administrative Law Judge for a final decision. From April 1, 2004 to January 31, 2014 I was a Personnel Development trainer. I taught caseload management, reading and interpreting medical reports, vocational considerations, program policy and procedures, assessment writing and navigating the Social Security computer program. I wrote evaluations on improving training methods and assisted in re-writing curriculum of the training manual.

Profile: I am an individual with Arthrogryposis Multiplex Congenita. I have a long history of advocating for the rights of people with disabilities since 1982 when a student at The University of Texas. I joined other students with disabilities for campus accessibility. I am a member of ADAPT of Texas, I am on the Advisory Board for SAFE Disability Services, I am co-chair for Allies to Survivor's with Disabilities under The Texas Council on Family Violence. I have also been a public speaker at conferences for SAFE Disability Services and VSA (the State Organization on Arts and Disability), as a workshop presenter teaching and informing conference attendee's on multiple issues affecting persons with Developmental Disabilities. I currently work as a consultant with NRCDV (National Resource Center on Domestic Violence) and am on the Coalition through VERA (sponsored by NoVo) on ending violence against people with disabilities. As a retiree in my own community, I spend my time on matters involving the Disabled Community.

Kristen Davis



EDUCATION

Stephen F. Austin State University ,
Bachelor of Science in Education
Major in Child Development and Family Living
Minor in Early Childhood Education
May 2012

EXPERIENCE

August 2013- June 2017, Round Rock, TX
Nine West- Assistant Manager

- Recruit, interview, and train staff
- Create work schedules according to payroll needs for the week, and generate payroll on a weekly basis
- Organizing store, inventory control, and order supplies
- Monitor customer service, addressed customer inquiries, and resolved customer complaints
- Make sure company's policies and guidelines standards are being met

January 2012- June 2012
Austin Habitat for Humanity- Internship

- Signed potential clients up for orientation
- Filing, photocopying, faxing, and data entry
- Organized electronic files
- Scheduled appointments for clients
- Assisted with overflow work
- Screened calls and directed them to personnel

QUALIFICATIONS

- Microsoft Word, Excel, PowerPoint, and Outlook
- Organizational and communication skills
- Experience in handling secure information
- Time management
- Decision making and the ability to work under pressure
- Customer service skills
- High standard of ethics

Christopher Bryant

[REDACTED]

With a considerable amount military experience, I have gained a diverse skill set that is applicable to various work-style environments. A strategic thinker and tech enthusiast, my strong sense of ambition, self-discipline, and self-motivation make me a strong candidate.

Authorized to work in the US for any employer

Work Experience

Intelligence Analyst 35F

Texas Army National Guard - Round Rock, TX

July 2011 to Present

- Utilize my research and observations to create and prepare all-source products
- Recipient of 2015 Army Achievement Medal
- Gained proficiency in Microsoft Office

Debt Collector

NRG & Associates - Dallas, TX

July 2015 to December 2015

Responsibilities

- Verified customer information was accurate and securely filed
- Answered and directed customer calls
- Utilized computer systems to handle skip tracing
- Diagnosed and solved complex customer issues
- Exceeded collection quota expectations each term
- Maintained performance in a fast-past, phone sales environment

Security Supervisor

George Bush Intercontinental Airport - Houston, TX

December 2014 to August 2015

- Completed reports by recording observations, information, occurrences, and surveillance activities as well as interviewing witnesses and obtaining signatures
- Secured premises and personnel by patrolling property
- Maintained airport's stability and reputation by complying with legal requirements
- Oversaw and managed 60 staff security guards

Education

AASCET in Progress

Austin Community College - Austin, TX

February 8, 2023

To Whom It May Concern,

The Board of Accessible Housing Austin, AHA, in our 1/20/23 Board meeting approved our Executive Director, Trey Nichols, submitting an amended RHDA application to the City of Austin, to address our need to cover costs for correcting the mistakes in the design and installation of our HVAC system at the Briarcliff Apartments. We are making these corrections for the benefit of our tenants.

Sincerely yours,

A handwritten signature in black ink that reads "Stephanie Thomas". The signature is written in a cursive, flowing style.

Stephanie Thomas, President
Accessible Housing Austin



Accessible Housing Austin!, Inc. (AHA!)
1915 Briarcliff Blvd, Austin, Texas 78723
512-640-7781

January 2, 2023

Tyler O'Halloran, Partner
Allensworth
303 Colorado Street Suite 2800
Austin, Texas 78701

Dear Mr. O'Halloran:

Accessible Housing Austin, Inc. (AHA!) would like to contract with you and your firm, Allensworth, to represent us in the initial Arbitration Phase to attempt to collect damages from the major parties involved in designing, approving and installing the dysfunctional HVAC system in our apartment buildings at 1915 Briarcliff Blvd. These parties may include the architect Community Powered Workshop (formerly known as Austin Community Design & Development Center), the MEP Nichols Engineering, the contractor Braun and Bulter, and the HVAC Efficient Air, or whichever of these parties we decide are most appropriate.

We have reviewed the estimates of cost you sent us and agree to these with the stipulation that we will need to reevaluate continuing after the first phase (Tolling & Testing). After this phase, the board feels we will all have a better idea of the best way to proceed.

Please let us know how we proceed from here.

Sincerely,

Stephanie Thomas

Stephanie Thomas, President

Jean Langendorf

Jean Langendorf, Treasurer



Scope of Work

Prepared for:

*ACCESSIBLE HOUSING AUSTIN
1915 BRIARCLIFF BLVD.
AUSTIN, TX 78723*

Contact:
Trey Nichols

Prepared by:

Blake Estrada
Project Coordinator

October 21, 2022

Blackmon Mooring
Of Austin
Austin, TX 78664
877-730-1948

INTRODUCTION

On October 19, 2022 Blackmon Mooring (BM) opened a file on Accessible Housing Austin for the property located at **1915 BRIARCLIFF BLVD** Austin, TX. 78723. This file was opened because of the presence of microbial growth, possibly due to oversized HVAC units. The purpose for the walk through was to establish a preliminary scope in order to expedite mobilization of crews for emergency response. This Scope of Work is designed to address the removal of affected HVAC components, temporary containment to protect from containment, demolition affected drywall, rough clean of the areas impacted by microbial growth, and a final mold cleaning of the structure.

VISIBLE INSPECTION

Upon inspection, microbial damage was present throughout the affected units that were named in the protocol. Many of the areas still have contents inside of the rooms that will need removed.

RESTORATION SERVICES

The Following Restoration services will be performed in units: 111, 112, 113, 125, 132, 133, 134, 212, 214, 221(Office), 223, 224, 225, 233, 235, Storage area/Laundry Room and Community Room. These services are designed to address the structure within the affected areas.

- Prior to restoration services starting. All content will need to be removed by management or tenant unless otherwise expressly written. Dumpsters will be delivered to discard all the debris into.
- Management will be responsible with contracting a licensed plumber to remove toilets and store on-site. Unless expressly written, Blackmon Mooring will not be charged with contracting a licensed plumber.
- Set up containment to each room. Any containment left behind must be sealed in an airtight containment envelope, which may significantly increase cost due to additional labor hours and material used.
- Remove HVAC components(ductwork) that was affected by microbial growth, Blackmon Mooring is not responsible for removing air handlers or trunks at this time, unless expressly written otherwise.

- If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be “dry” at the time of the Clearance Inspection.
- Clean return plenums and replace filters.
- HEPA Vacuum all surfaces in containment.
- Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc.
- Clean all surfaces in drying chamber (ceiling, walls, and floor.).
- Wipe down all surfaces with a detergent solution or EPA registered fungicide.

The following restoration services will be performed in units:

235, 233, 131, 123

- Prior to restoration services starting. All content will need to be removed by management or tenant unless otherwise expressly written. Dumpsters will be delivered to discard all the debris into.
- Management will be responsible with contracting a licensed plumber to remove toilets and store on-site. Unless expressly written, Blackmon Mooring will not be charged with contracting a licensed plumber.
- Set up containment to each room. Any containment left behind must be sealed in an airtight containment envelope, which may significantly increase cost due to additional labor hours and material used.
- Remove HVAC components(ductwork) that was affected by microbial growth, Blackmon Mooring is not responsible for removing air handlers or trunks at this time, unless expressly written otherwise.
- If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be “dry” at the time of the Clearance Inspection.
- Clean return plenums and replace filters.
- HEPA Vacuum all surfaces in containment.
- Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc.
- Remove bottom 2' of drywall in bathroom wall

- Clean all surfaces in drying chamber (ceiling, walls, and floor.).
- Wipe down all surfaces with a detergent solution or EPA registered fungicide.

The following restoration services will be performed in units:

#135

- Prior to restoration services starting. All content will need to be removed by management or tenant unless otherwise expressly written. Dumpsters will be delivered to discard all the debris into.
- **Management will be responsible with contracting a licensed plumber to remove toilet and wall sink in bathroom and store on-site.** Unless expressly written, Blackmon Mooring will not be charged with contracting a licensed plumber.
- Set up containment to each room. Any containment left behind must be sealed in an airtight containment envelope, which may significantly increase cost due to additional labor hours and material used.
- Remove HVAC components(ductwork) that was affected by microbial growth, Blackmon Mooring is not responsible for removing air handlers or trunks at this time, unless expressly written otherwise.
- If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be "dry" at the time of the Clearance Inspection.
- Clean return plenums and replace filters.
- HEPA Vacuum all surfaces in containment.
- Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc.
- Remove bottom 2' of drywall in 50% of bathroom walls
- Remove wall material, floor to ceiling, in 50% of bathroom
- Clean all surfaces in drying chamber (ceiling, walls, and floor.).
- Wipe down all surfaces with a detergent solution or EPA registered fungicide.

The Following Restoration services will be performed in units:

#115

- Prior to restoration services starting. All content will need to be removed by management or tenant unless otherwise expressly written. Dumpsters will be delivered to discard all the debris into.
- **Management will be responsible with contracting a licensed plumber to remove toilet and wall sink in bathroom and store on-site.** Unless expressly written, Blackmon Mooring will not be charged with contracting a licensed plumber.
- Set up containment to each room. Any containment left behind must be sealed in an airtight containment envelope, which may significantly increase cost due to additional labor hours and material used.
- Remove HVAC components(ductwork) that was affected by microbial growth, Blackmon Mooring is not responsible for removing air handlers or trunks at this time, unless expressly written otherwise.
- If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be "dry" at the time of the Clearance Inspection.
- Clean return plenums and replace filters.
- HEPA Vacuum all surfaces in containment.
- Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc.
- Remove impacted ceiling material
- Remove and/or clean impacted wood framing above ceiling
- Clean all surfaces in drying chamber (ceiling, walls, and floor.).
- Wipe down all surfaces with a detergent solution or EPA registered fungicide.

Rough Cleaning / Final Cleaning

BMS will perform the services and procedures for remediation of fungal contamination as outlined below to units: 111, 112, 113, 125, 132, 133, 134, 212, 214, 221(Office), 223, 224, 225, 233, 235, Storage area/Laundry Room, Community Room, 235, 233, 131, 123, 135, and 115

Unless instructed otherwise in writing, and where applicable, the work procedures will be to rough clean to prep the structure for a final mold cleaning that will be performed once the building has been dried in. Terms not otherwise defined herein shall follow those meanings provided in the Texas Mold Assessment and Remediation Rules. In addition, BMS personnel will follow the Health and Safety Plan established by BMS and OSHA.

- General procedures in all affected areas
 - Scope of work outlined below was compiled using the report provided by TRC from their assessment made on August 30, 2021.
 - Reduce levels of moisture in the Serviced Areas to stabilize area and reduce conditions for microbial growth.
 - Will contain area per protocol using 6 mil fire-retardant polyethylene and will establish negative pressure within work space
 - Reduce airborne contamination by air scrubbing and negative pressure during all cleaning procedures.
 - When encountering visible growth on materials they will removed as needed.
 - Wipe all exposed framing on walls, ceiling with a non-ionic detergent solution.
 - Clean all floors, windows and all other hard non –porous surfaces with a non-ionic detergent solution.
 - HEPA vacuum all surfaces and interior areas not accessible or not conducive to wet wiping.
 - Wrap and seal off all HVAC mechanical units.
 - Once remediation is complete, the space should be inspected and sampled by a qualified independent TDH Licensed mold assessment consultant to determine if all remediation activities are complete.

CLEARANCE AND TESTING

BMS does not provide any testing for locations, levels, types or identification of fungal contamination (viable or non-viable). Client shall be solely responsible for any testing of the Property to determine locations, types, levels and identification of contaminants on the Property. Clearance tests will be used to determine if additional remediation is required.

If the final clearance levels set by the Mold Assessment Consultant are not achieved after the initial treatment, BMS will perform a second treatment in the Serviced Area following the same procedures set forth above. If clearance levels are not reached after second testing, the Consultant's evaluation and the scope of work will be re-evaluated with all parties involved. No changes in scope or additional work will be completed without approval from the client.

If other areas of the Property outside of the Serviced Areas fail to meet clearance criteria or are determined to have contaminants, then an additional scope of work will be prepared for approval by Client. If no testing is conducted or levels established, then it shall be presumed by Client that remediation has been achieved once the initial procedures set forth above have been completed.

Personal Protective Equipment ("PPE")

Any person entering or working in any Work Area shall wear appropriate personal protective equipment (PPE) as required by the state of Texas, including.

- ½ face respirators
- Tyvek suits
- Eye protection, hard hats and gloves
- Disposable protective coverings

SCHEDULE

BMS will begin remediation on the units located on the top floor and work our way down to the units on the bottom floor. BMS will work with consultant to for clearance of those units that are available for post clearance.

SPECIAL POINTS

- BM has appointed Blake Estrada as the primary representative for all communication. Trey Nichols will be the primary contact for Accessible Housing Austin. Blake Estrada will communicate verbally or by email at the end of each day a status report. Additional updates may be required during the work day.
- Blackmon Mooring will be responsible for providing dumpsters and scheduling haul-off as needed.
- BM will require a secure area where supplies and equipment distribution can be maintained.

- Accessible Housing Austin will be responsible for security of the property.
- BM management will be equipped with cellular devices for project safety, access and control.

PRICING

Blackmon Mooring presents a “budgetary” price for all services as scoped:

\$411,145.70

Plus applicable dumpster fees, federal, state, and local sales taxes.

Payment Terms

BMS will require a 25% mobilization draw before the beginning of project,

Next mobilization draw due at 25% completion of the top floor or equivalent number of units complete, as they become available.(7 units)

Next scheduled payment of 25% will be required at completion of second floor

Final payment of 25% will be collected after completion of final units and clearance is achieved.

FINAL ACKNOWLEDGEMENTS

- BM will insure this project is accomplished in a safe and orderly manner. Daily safety meetings, safety equipment and site safety overviews will be a constant priority to BM for the success of this project.

- BM is committed to maintaining high ethical standards to ensure that its customers are treated fairly. To insure this goal, BM has a corporate Code of Ethics applicable to all BM employees. BM insures this policy is applied to all projects it is involved in and sees this Code of Ethics as an important factor to the success of this project.

ADDITIONAL WORK

This is the initial scope of work, as the project evolves the scope may be revised to include more details. Any additional work will be provided in written form. These additions will require an increase in the above listed price.

CONCLUSION

As a representative of Blackmon Mooring, I want to thank you for allowing us to provide our services to you. Our company is determined to provide you with a successful and expedient recovery in the shadow of such a disaster. I will be available to assist you and discuss this presentation further at your convenience. Please call me directly at (512) 461-0195 or toll free at (877) 730-1948 and have them contact me to respond to your needs as required.

Respectfully Submitted,

Blake Estrada
Project Coordinator
Blackmon Mooring BMS CAT

CLIENT AUTHORIZATION

_____ hereby agrees to and authorizes the performance of work to be performed by BM and its subcontractors as set forth in this Scope of

Preferred Time and Materials Rate Schedule 2022

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	\$ 44.00
General Cleaning Labor - CA, WA, DC & Metro area, Boston & Metro area, Philadelphia & metro area and Chicago & metro area	55.00
General Cleaning Labor - AK, HI and Caribbean Islands	57.00
General Cleaning Labor - Cape Cod, Martha's Vineyard, Nantucket, Long Island and New York City (NYC & within 100 mile radius of Manhattan)	58.00
Management Fee	3.50
Clerical	42.50
General Restoration Supervisor	70.00
Dehumidification Supervisor / Tech	80.00
Document Recovery Tech	75.00
Document Specialist	70.00
Generator Technician	95.00
Remediation Supervisor / Technician	75.00
Resource Coordinator	70.00
Project Accountant	70.00
Electronics Restoration Supervisor / Technician	60.00
Industrial Corrosion Control Supervisor / Technician	55.00
Skilled/ Construction Trades	Xactimate Rate per Geographical Location
Truck Driver	65.00
Assistant Project Manager	85.00
Project Manager	100.00
Project Director	105.00
Health and Safety Officer	100.00
Project Consultant	140.00
Project Coordinator	140.00
Mold Remediation Labor	60.00
Restoration Tech	55.00
Technical Consultants / Engineers	cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

CLASSIFICATION	RATE
Desiccant DH Unit - 6,500 CFM	\$ 2,000.00
Desiccant DH Unit - 12,000 CFM	3,500.00
Dolly - Drywall	35.00
Ducting - Flex - Per 25' section	35.00
DX Unit - 6 Ton	400.00
DX Unit - 12.5 Ton	500.00
DX Unit - 15 Ton	600.00
DX Unit - 25 Ton	1,000.00
DX Unit - 50 Ton	1,300.00
DX Unit - 80 Ton	1,500.00
DX Unit - 2,500 CFM	550.00
DX Unit - 5,000 CFM	900.00
DX Unit - 6,000 CFM	1,000.00
DX Unit - 10,000 CFM	1,700.00
DX Unit - 18,000 CFM	2,300.00
DX Unit - 20,000 CFM	2,700.00
Edge Guard per linear foot	3.25
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	140.00
EDP - High Pressure Sprayer	50.00
Electrical Distribution Panel - 200 amp Cam / 50 amp Splitter	180.00
Electrical Distribution Panel - 400 amp Cam / 100 amp 208V Splitter	250.00
Electrical Distribution Panel - 400 amp Cam / 100 amp 480V Splitter	250.00
Electrical Distribution Panel - 600 amp Multi	275.00
Electrical Distribution Panel - 1200 amp Multi	375.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp disconnect	265.00
Electrical Distribution Panel - 480V to 120V - (12 x 20 amp circuits)	250.00
Electrical Distribution Panel - 480V to 120V/110V - 200 amp with transformer	340.00
Electrical Distribution - 208V to 120V (per main box - 6 stringers w/quads +1K cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - LRU	425.00
Fall Protection	30.00
Fans - Industrial	85.00
Flanders Filter 24 x 24	28.00
Flanders Filter 24 x 48	55.00
Foamer	100.00
Fogger - Spray Mist	30.00
Fogger - Thermo-Gen	100.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 gallon	125.00
Fuel Tank - Single Wall - 500 gallon	300.00
Fuel Tank - Single Wall - 1000 gallon	500.00
Fuel Tank - Single Wall - 2300 gallon	625.00
Generator - Less than 10 kW	115.00
Generator - 35 KW	340.00
Generator - 36 KW	485.00
Generator - 60 KW	575.00
Generator - 80 KW	625.00
Generator - 100 KW	800.00
Generator - 150 KW	850.00
Generator - 180 KW	1,000.00
Generator - 200 KW	1,050.00

CLASSIFICATION	RATE
Generator - 230 KW	\$ 1,075.00
Generator - 250 KW	1,100.00
Generator - 300 KW	1,350.00
Generator - 350 KW	1,760.00
Generator - 400 KW	1,815.00
Generator - 500 KW	2,500.00
Generator Cable - per linear foot	1.50
Heaters - IDF 500	600.00
Heaters - IDF 700	1,150.00
Heaters - 60 KW	530.00
Heaters - 150 KW	1,570.00
HEPA Air Filtration Unit - 2000 CFM	120.00
HEPA Air Filtration Unit - up to 1000 CFM	90.00
HVAC - Air Tool Kit	25.00
HVAC - Cutting / Spray Kit	25.00
HVAC - Duct Auger	90.00
HVAC - Duct Sweeper	80.00
Hybrid Control Unit	2,200.00
Hydroxyl Generator Boss	200.00
Hydroxyl Generator Boss XL3	220.00
Hygrothermograph - Recording	24.00
Injectidry Unit	130.00
Interceptor / Flood Pumper	130.00
Lights - Balloon Lights	125.00
Lights - Quartz Demolition	20.00
Lights - Light Tower	180.00
Lights - Wobble Lights	40.00
Micromanometer	20.00
Micromanometer - Recording	85.00
Mobile Command Center	425.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	115.00
Negative Air Machine	120.00
Ozone Generator - Model 330	120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFCI	22.00
Quad Box String - 20 ft with GFCI	26.00
Quad Box String - 30 ft with GFCI	32.00
Quad Box String - 50 ft with GFCI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00

CLASSIFICATION	RATE
Sprayer - Commercial Airless	\$ 180.00
Sprayer - Electrostatic	140.00
Spot Cooler - 1 ton	150.00
Spot Cooler - 2 ton	350.00
Spot Cooler - 5 ton	500.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	450.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	225.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	250.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	25.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	85.00
Vacuum - Upright	20.00
Van - Cargo / Passenger	140.00
Vehicle - Passenger / Pickup	95.00
Vehicle - 3/4 ton pickup	140.00
Vehicle - 1 ton Pickup / Flatbed	180.00
Vehicle - 1 1/4 ton Pickup / Flatbed	200.00
Wall - Aerator Set	50.00
Washer - High Pressure	90.00
Washer - High Pressure - Hot	150.00
Zip Wall Magnetic Door Kit	10.00
Zip Poles - each	10.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	\$ 11.00	/ each
Antigel	11.00	/ quart
Anti-Microbial Sealer	105.00	/ gallon
Adhesive Remover	11.00	/ can
Alcohol - Isopropyl	24.00	/ gallon
Applicators - 6" Cotton	22.50	/ m
Biocides/Disinfectants	55.00	/ gallon
Blades - Kett Saw	12.00	/ each
Bleach	8.00	/ gallon
Boots - Rubber	50.00	/ pair
Box - Book	3.25	/ each
Box - Dish	5.75	/ each
Box - Freeze Dry	3.50	/ each
Brush, Grout	4.75	/ each
Brush, Scrub, Long Handle	10.75	/ each
Brush, Wire	8.75	/ each
Carpet Deodorizer*	40.00	/ gallon
Carpet Mask	115.00	/ roll
Cartridge - N-95	37.00	/ box
Cartridge - Respirator	17.00	/ each
Coil Cleaner* or equivalent	30.00	/ gallon
Cotton Cleaning Cloths	7.95	/ lb
Desudser	45.00	/ gallon
Door / Window - Duct Entry Kit	135.00	/ each
Duct Clamp	6.00	/ each
Dry Solvent Stain Remover* or equivalent	44.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	52.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	48.00	/ gallon
Emulsifier - Powder* or equivalent	9.00	/ lb
Emulsifier - Liquid* or equivalent	45.00	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	215.00	/ each
Filter - Primary	3.10	/ each
Filter - Secondary 24 x 24 2	6.60	/ each
Filter - Secondary 15 x 18 x2	10.00	/ each
Filter - Dehumidification	6.60	/ each
Floor Dry	20.00	/ bag
Floor Protection - Ram Board	90.00	/ roll
Furniture Blocks	90.00	/ box
Furniture Pads	100.00	/ box
Furniture Polish	10.00	/ can
Glass Cleaner* or equivalent	12.75	/ gallon
Glass Cleaner	6.00	/ can
Gloves - Cotton	2.15	/ pair
Gloves - Kevlar (Cut Resistant)	9.95	/ pair
Gloves - Latex	2.15	/ pair
Gloves - Leather	3.75	/ pair

CLASSIFICATION	RATE	uom
Gloves - Mechanics	9.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	5.25	/ each
Grid Clips	4.50	/ each
Hand Cleaning Wipes	45.00	/ tub
HEPA Vac Bonnets	14.50	/ each
Hog Rings	26.00	/ box
Ice	4.95	/ bag
Inventory Tags	80.00	/ box
Jet Line	75.00	/ bucket
Lemon Oil	42.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	72.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	13.00	/ lb.
Lin-Set D-1* or equivalent	74.00	/ gallon
Lin-Set Duct Seal* or equivalent	75.00	/ gallon
Mask - N95	35.00	/ box
Mask - Particulate	26.00	/ box
Mats - Sticky, Walk-off	75.00	/ case
Metal Flashing	54.00	/ roll
Mop Heads	9.00	/ each
Odromatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	39.00	/ roll
Paper - Corrugated	130.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	38.00	/ gallon
Polishing Pads	38.00	/ box of 20
Polyester Filter Material	82.00	/ roll
Polyethylene Bags - 3-6 mil	125.00	/ roll
Poly. Sheeting (8'x200' roll)(2-4 mil)	75.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	90.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	125.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	140.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	165.00	/ roll
Pump - Barrel Syphon	14.50	/ each
Reodorant* or equivalent	88.00	/ gallon
Restoration Sponge	2.25	/ each
Roof Felt - 15 lb.	35.00	/ roll
Roof Felt - 30 lb.	42.50	/ roll
Roofing Cement, Black Tar	24.00	/ gallon
Safety Glasses	6.00	/ each
Service Kit - Desiccant DH or DX Unit	395.00	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	59.00	/ roll
Shockwave	85.00	/ gallon
Spray Adhesive	6.00	/ can
Spray Bottle with Trigger	3.50	/ each
Stainless Steel Polish	15.00	/ can
Suit - Tyvek	11.50	/ each
Tape - Boxing	4.50	/ roll
Tape - Builder Board	17.00	/ roll

CLASSIFICATION	RATE	uom
Tape - Duct	8.75	/ roll
Tape - Masking	5.15	/ roll
Tape - Blue Remediation	10.50	/ roll
Tape - Painters	13.00	/ roll
Tape - Barricade	22.30	/ roll
Tape - HVAC, Aluminum	27.00	/ roll
Tape - Layflat	65.00	/ roll
Tarp Material	0.31	/ sq. ft.
Thermo Fog Spray	105.00	/ gallon
Trash Bags - Disposable	30.50	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.00	/ LF
Vinyl & Leather Conditioner* or equivalent	19.95	/ quart
Vacuum Bags	5.25	/ each
Water - Bottles	8.25	/ 24 pack
Wipes - Lint free, anti static	33.00	/ case
Wrap - Bubble, anti-static	80.00	/ roll
Zippers - Containment	11.25	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VI. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%)

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

H20



Report Contents

Mold Remediation Protocol

Prepared for: **Accessible Housing Austin**

Project Address: **1915 Briarcliff Boulevard, Austin, Texas 78723**

Date of Initial Assessment: **August 24, 2021 thru August 30, 2021
and September 8, 2021**

Mold Remediation Protocol Date: **September 4, 2021**

Mold Remediation Protocol Amendment Date: **September 13, 2021**

A handwritten signature in black ink, appearing to read "Ashlen Whitman", is centered on the page.

By Ashlen Whitman

Licensed Mold Assessment Consultant: TDLR License #MAC1751, Exp. 01/18/2023

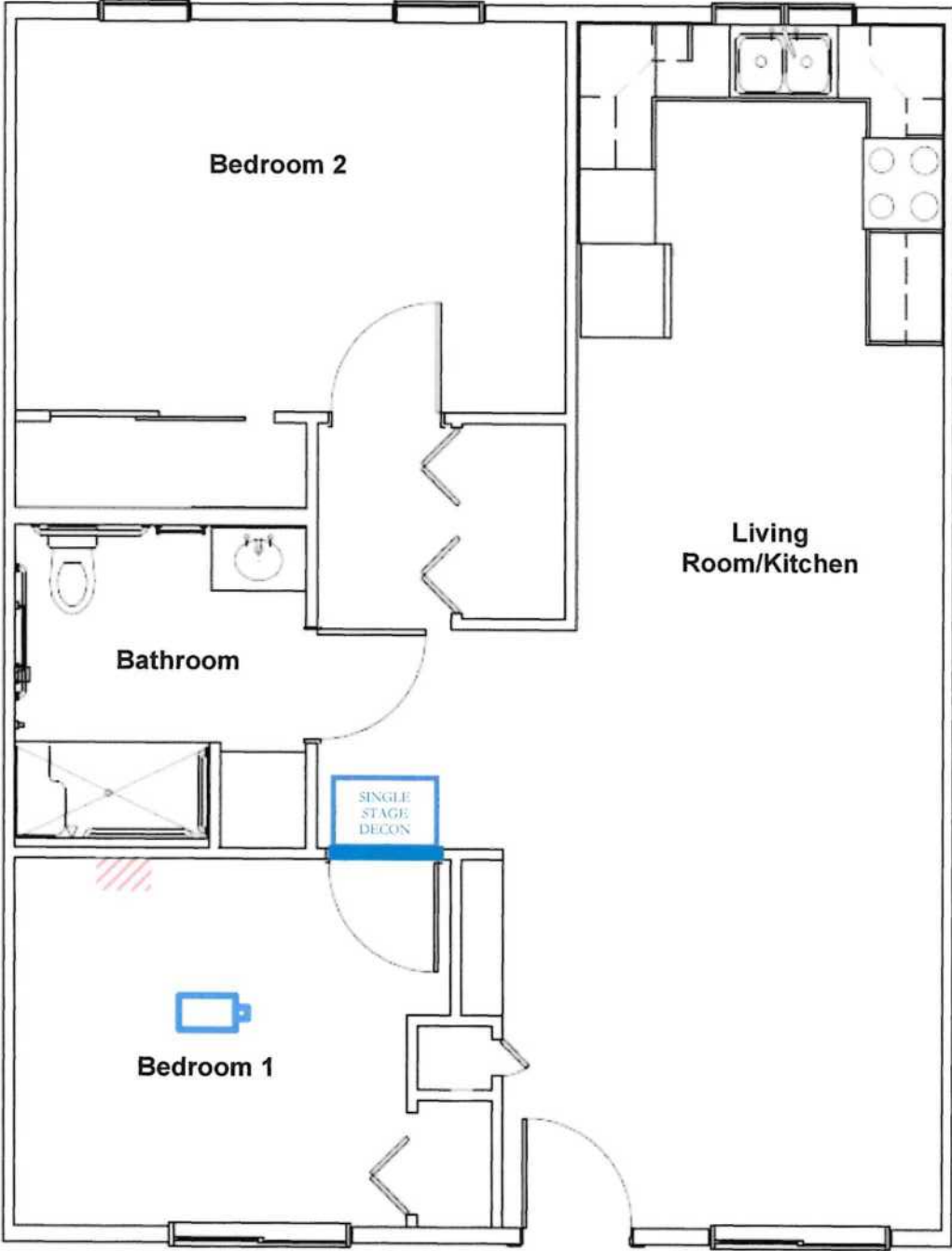
For TRC Environmental, Inc a Licensed Mold Assessment Company

TDLR License # ACO1125, Expiration Date: 09/27/2021

TRC Project: 457821, Phase 1

1.1 Remediation Project Diagrams

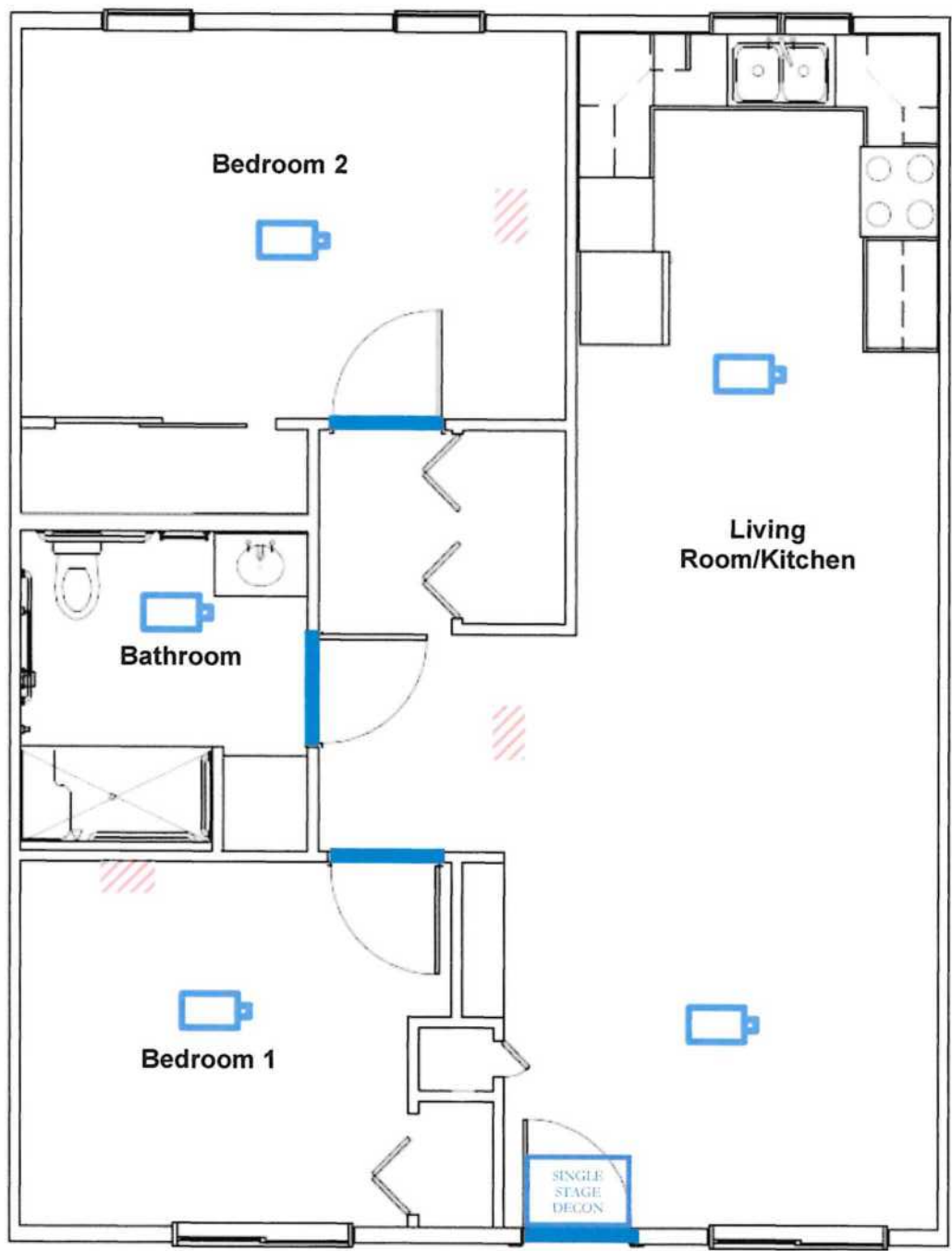
Unit #111



Unit #112

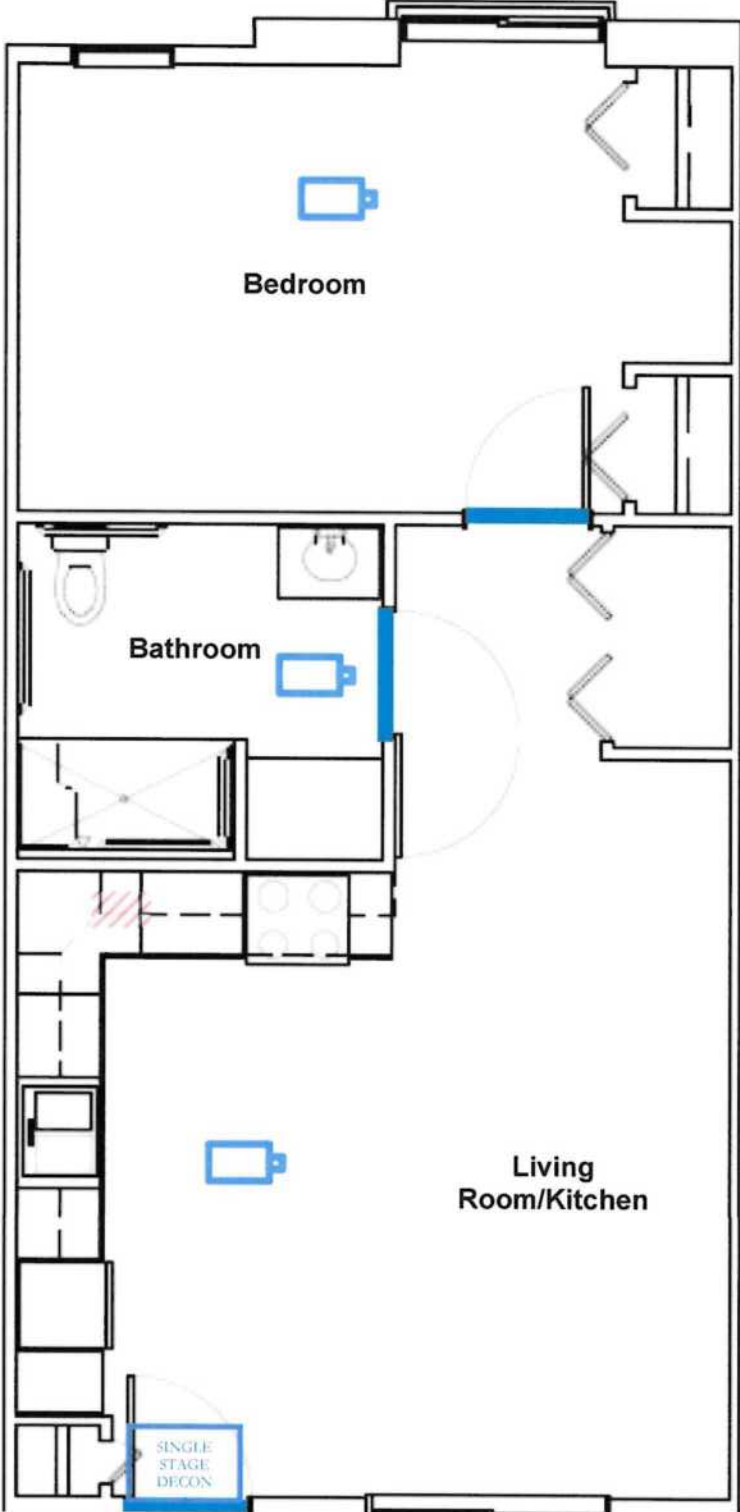


Unit #113



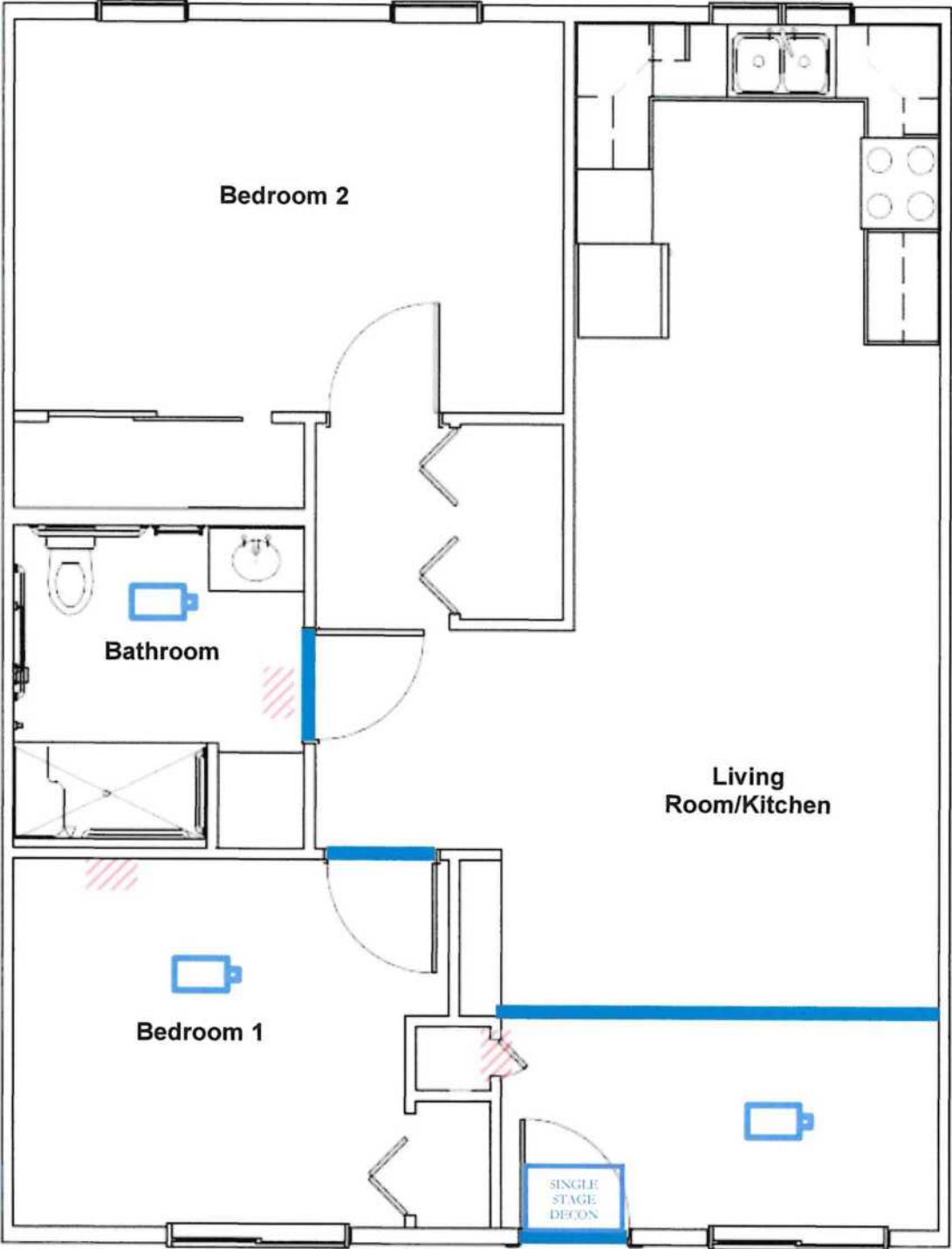
*****ENVIRONMENTAL CLEAN THROUGHOUT UNIT 113*****

Unit #122

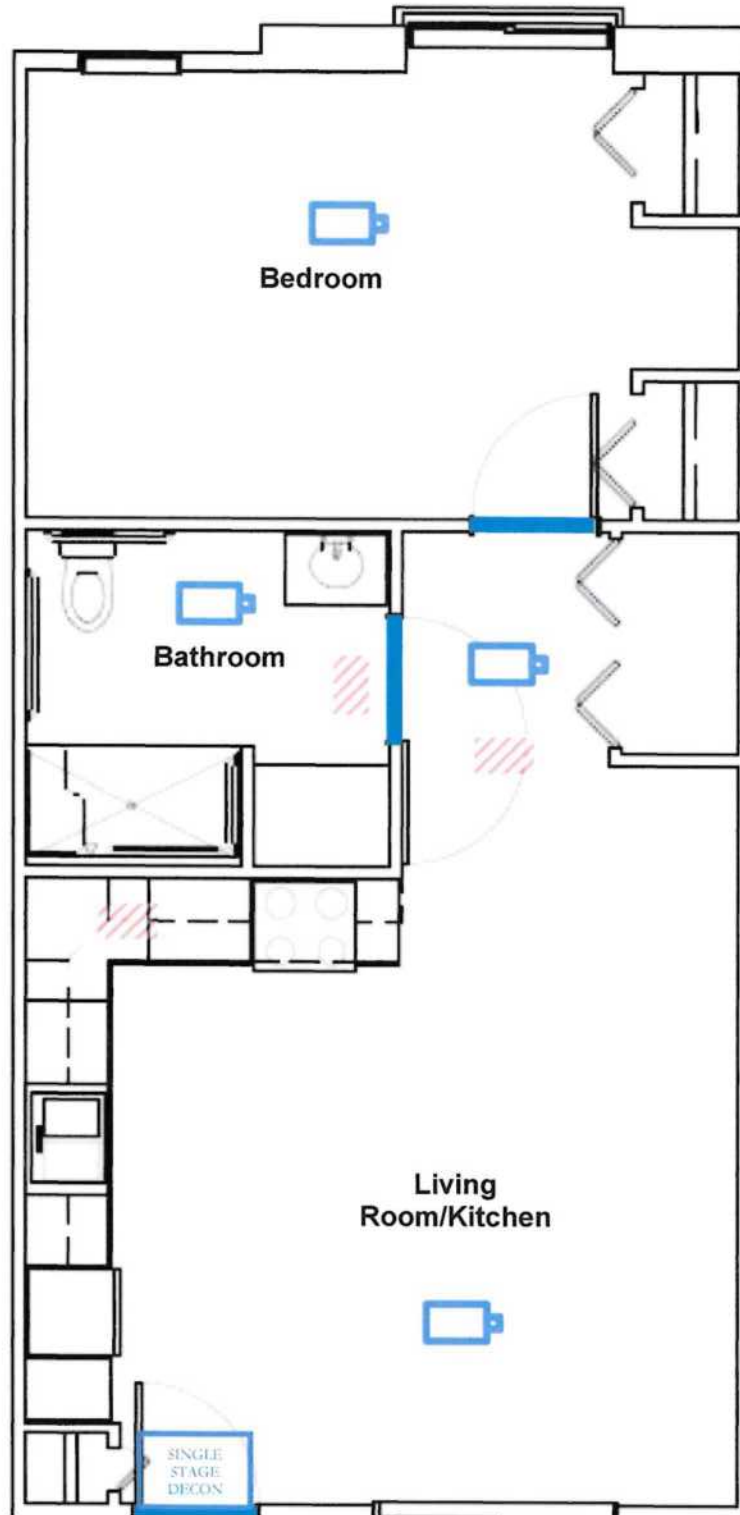


ENVIRONMENTAL CLEAN THROUGHOUT UNIT 122

Unit #125

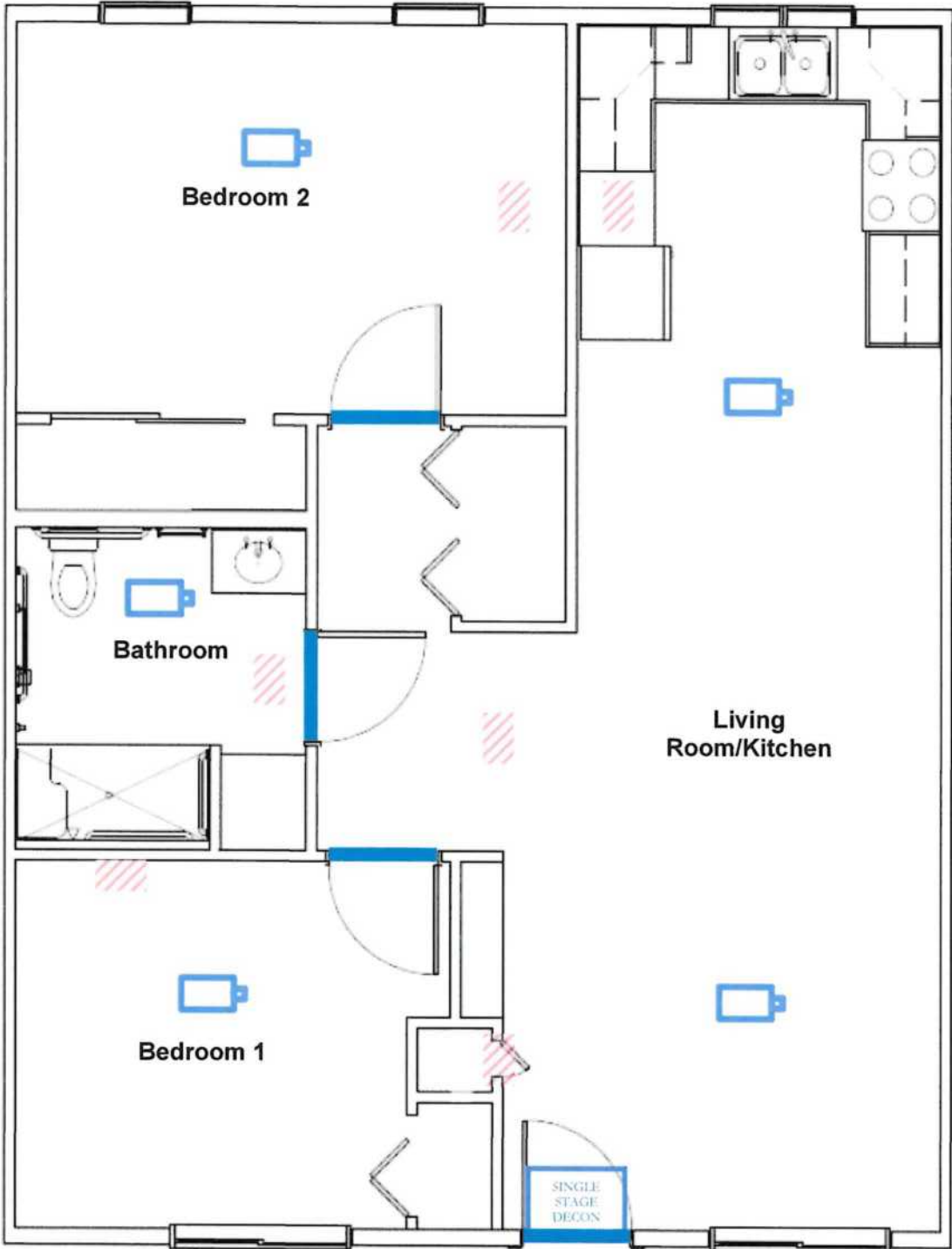


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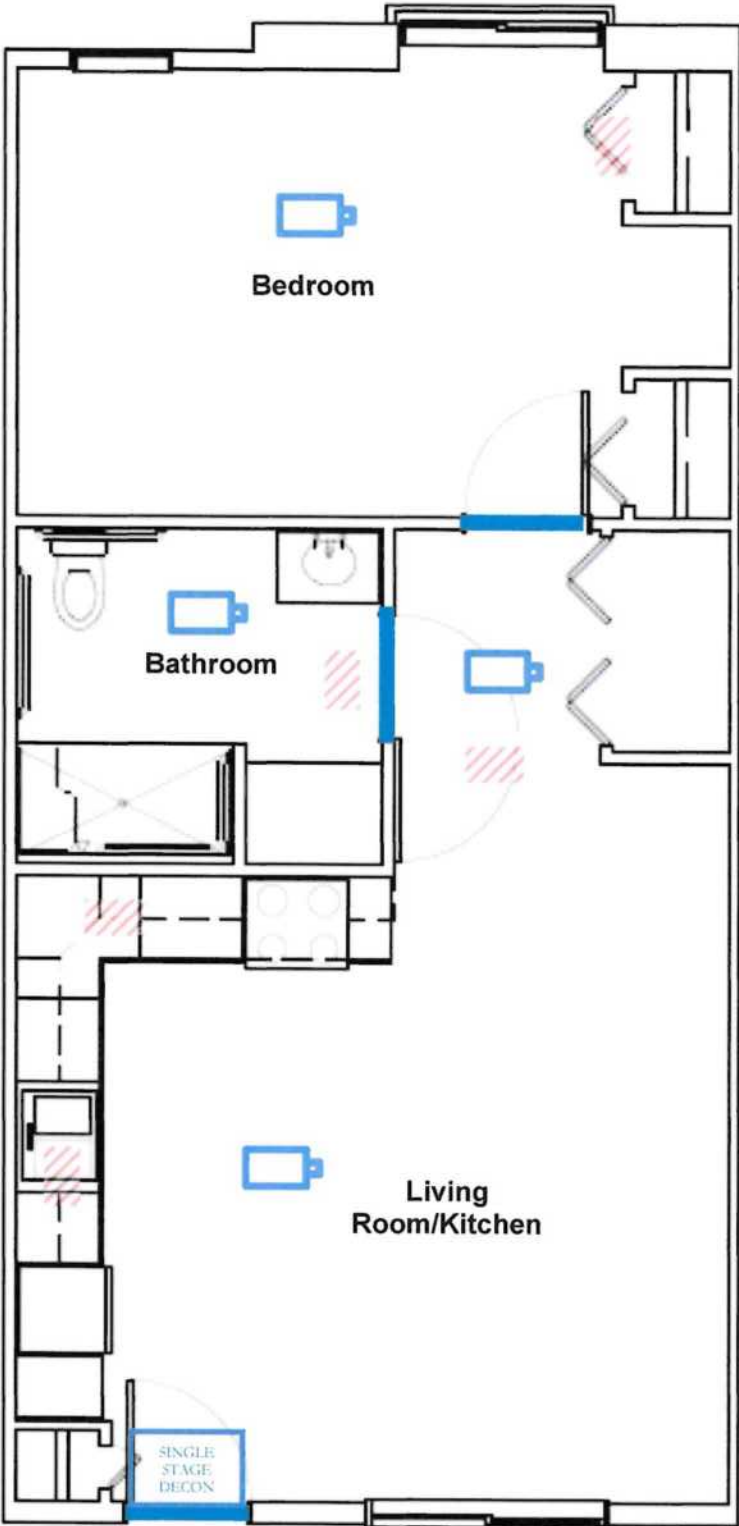


ENVIRONMENTAL CLEAN THROUGHOUT UNIT 132

Unit #133

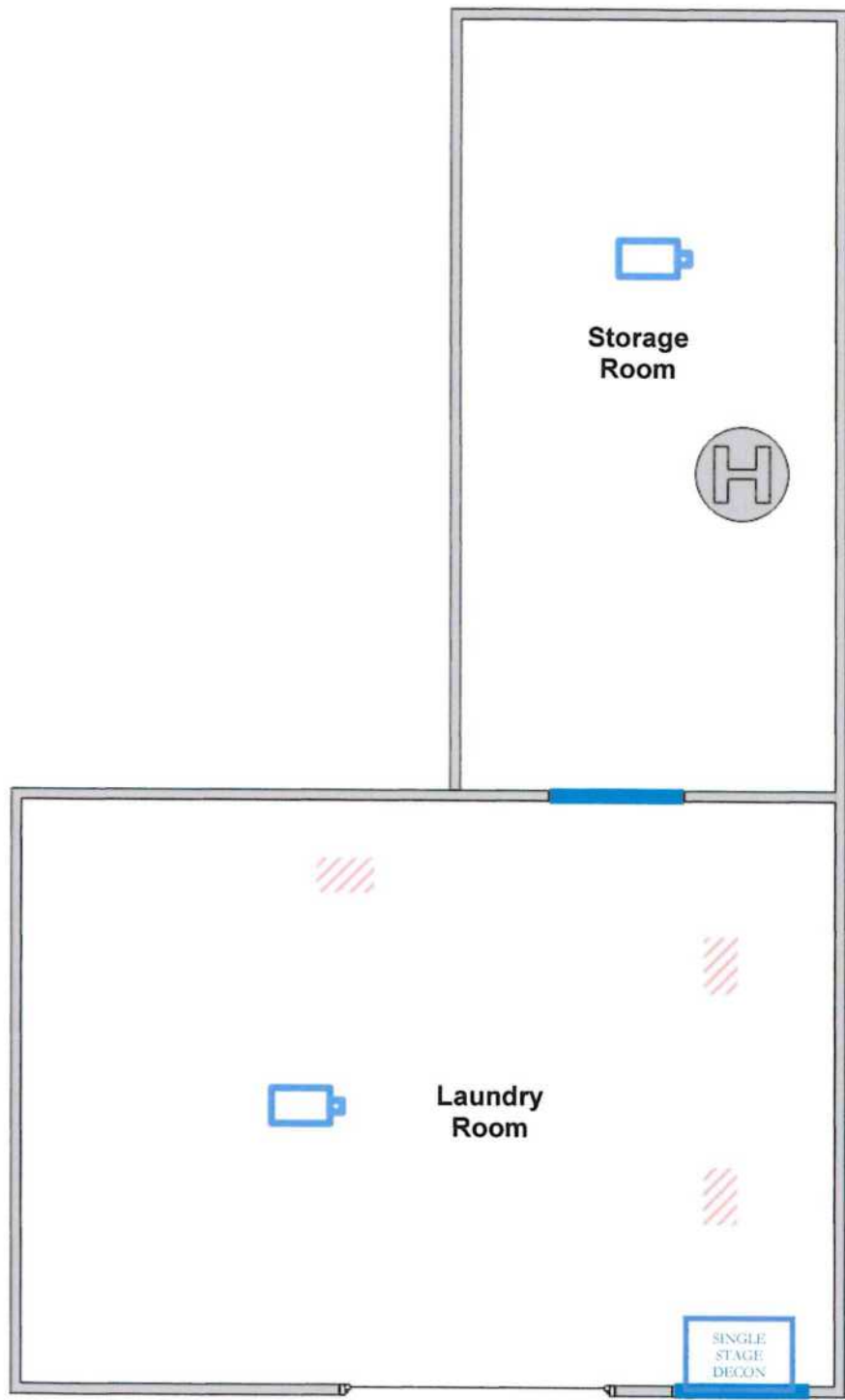


Unit #134



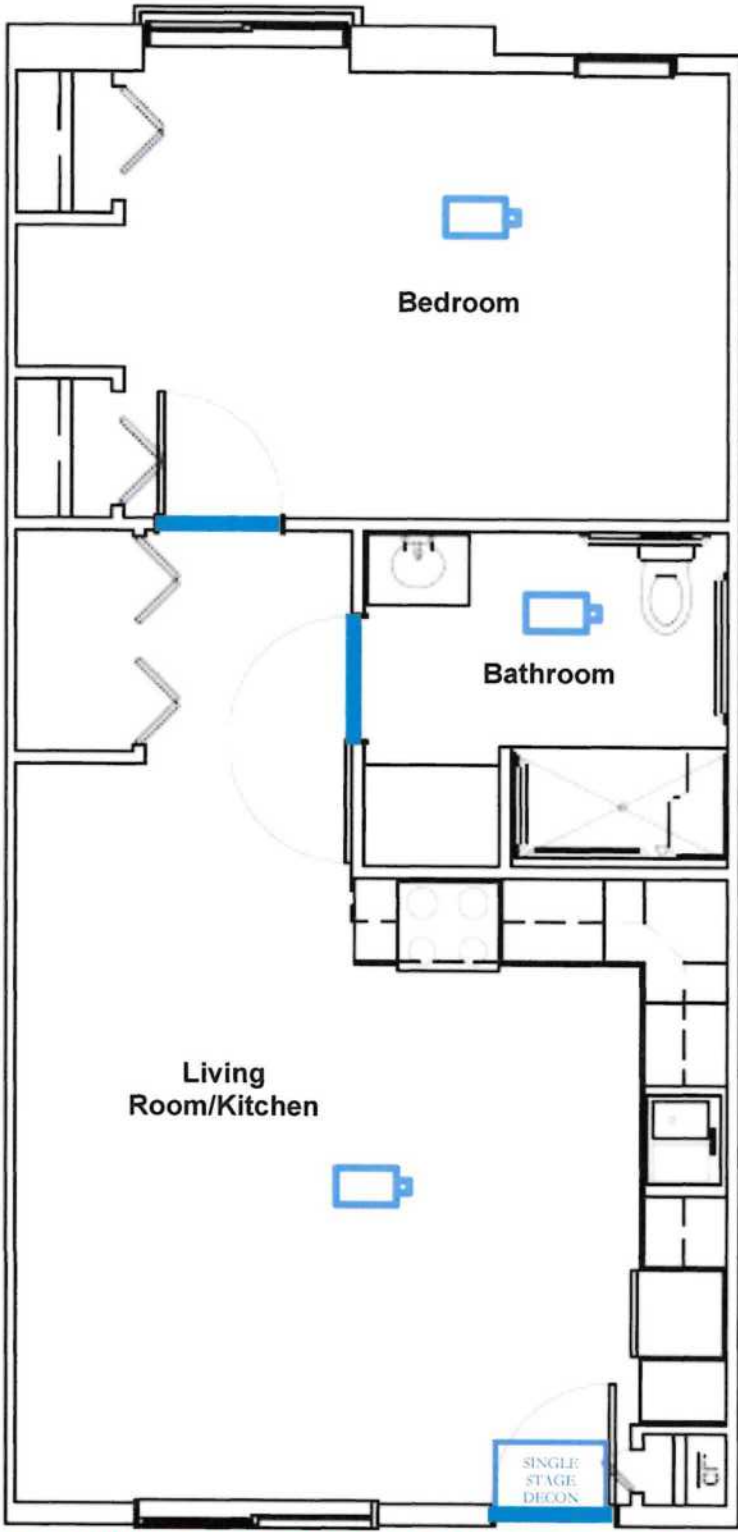
ENVIRONMENTAL CLEAN THROUGHOUT UNIT 114

Laundry Room/Storage Room



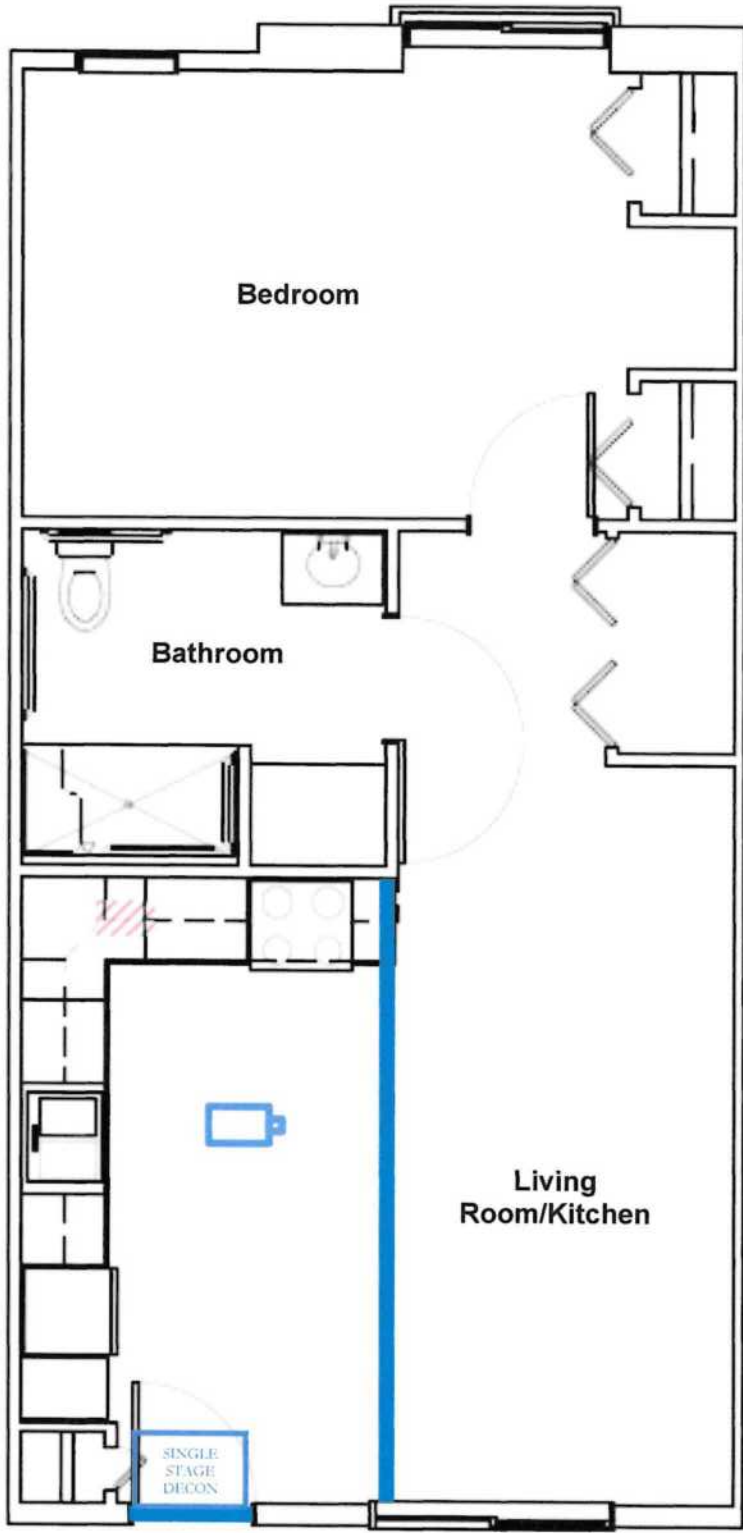
*****ENVIRONMENTAL CLEAN THROUGHOUT LAUNDRY ROOM/STORAGE ROOM*****

Unit #212

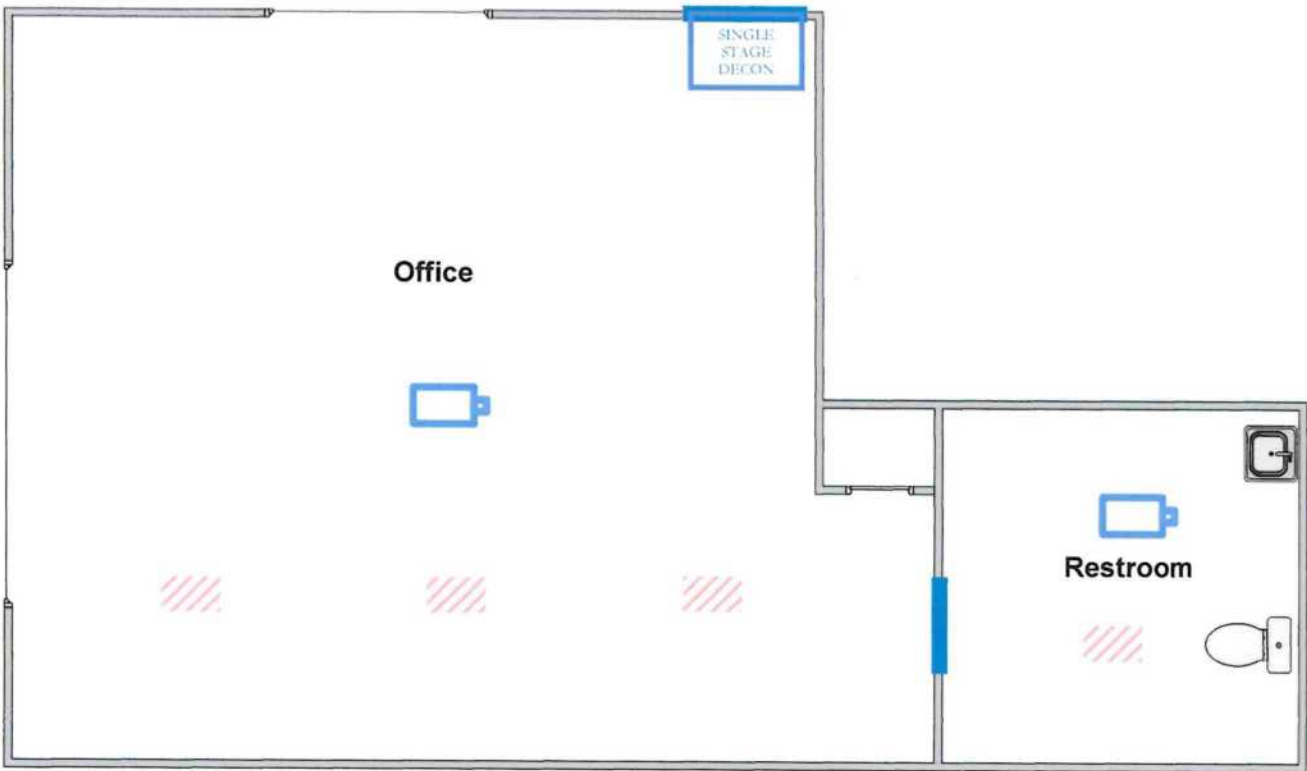


ENVIRONMENTAL CLEAN THROUGHOUT UNIT 212

Unit #214

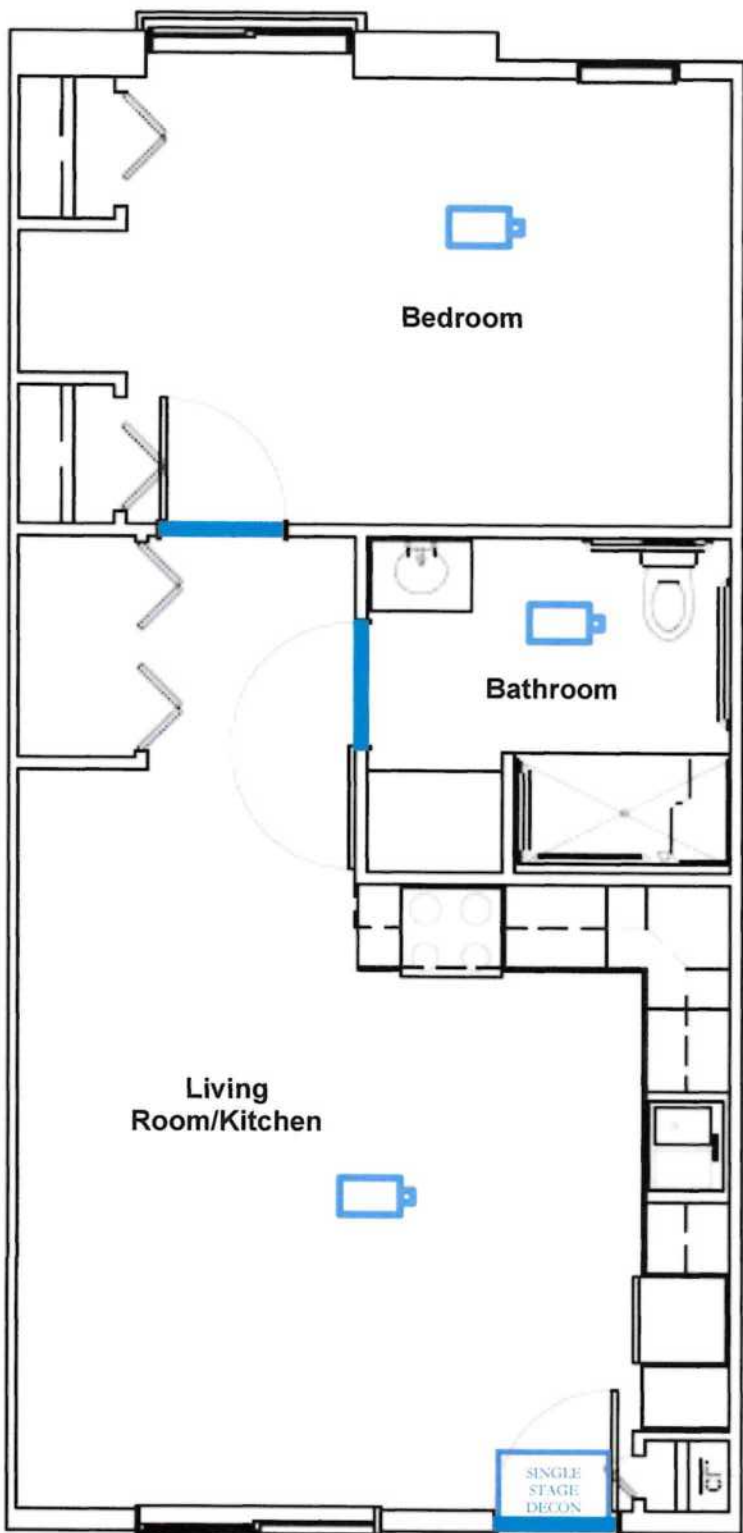


Unit #221 (Office)



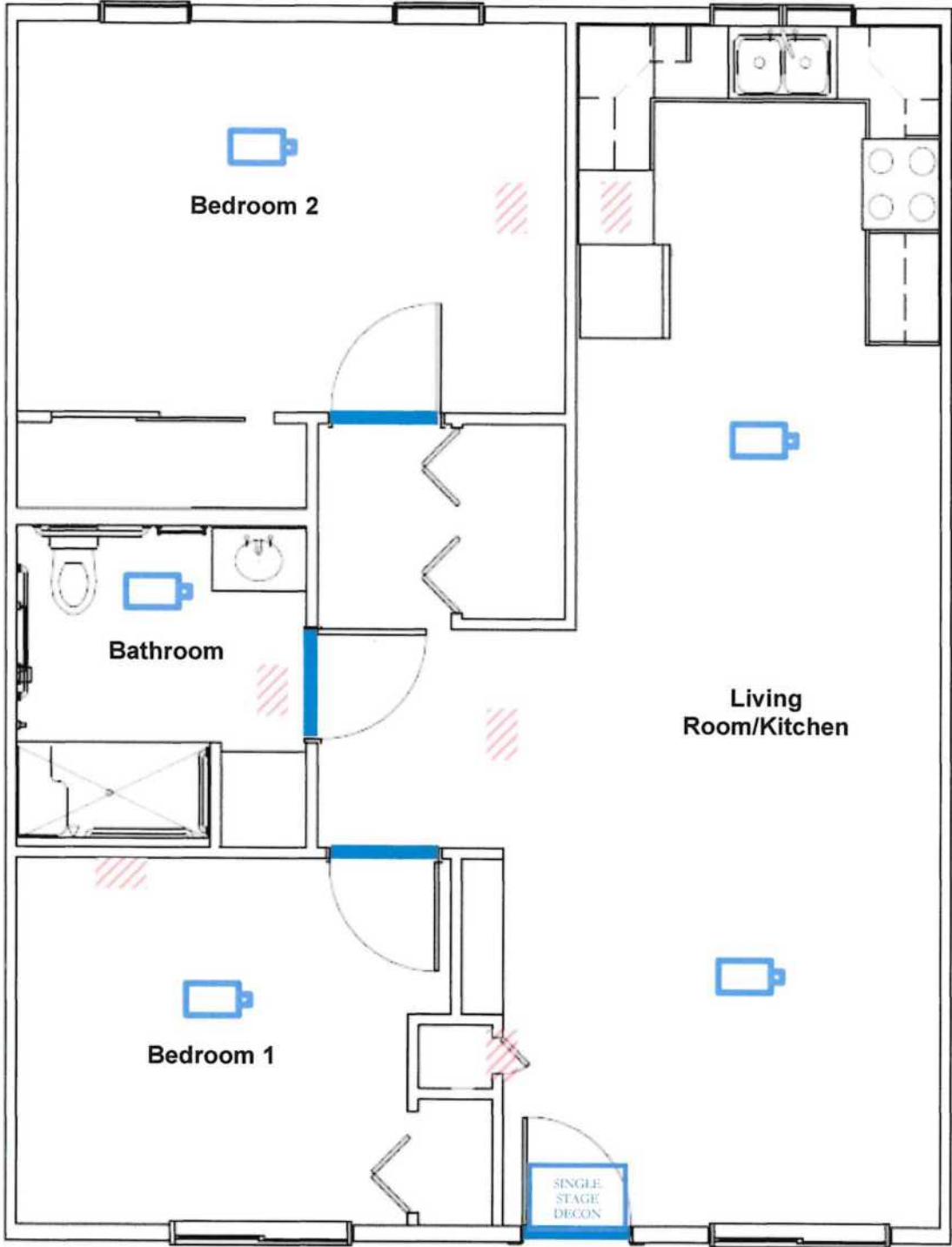
ENVIRONMENTAL CLEAN THROUGHOUT UNIT 221 (OFFICE)

Unit #222



ENVIRONMENTAL CLEAN THROUGHOUT UNIT 222

Unit #223

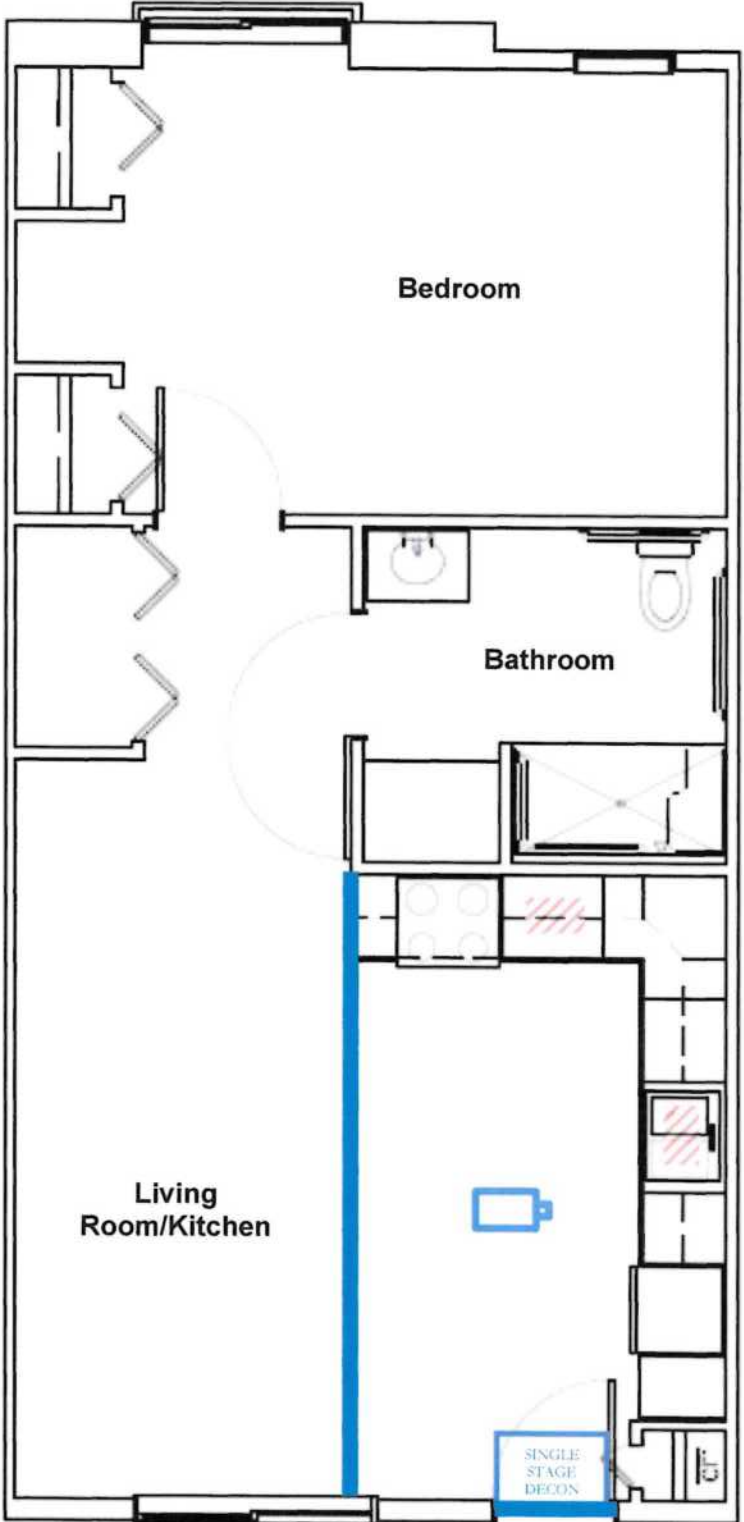


Unit #224

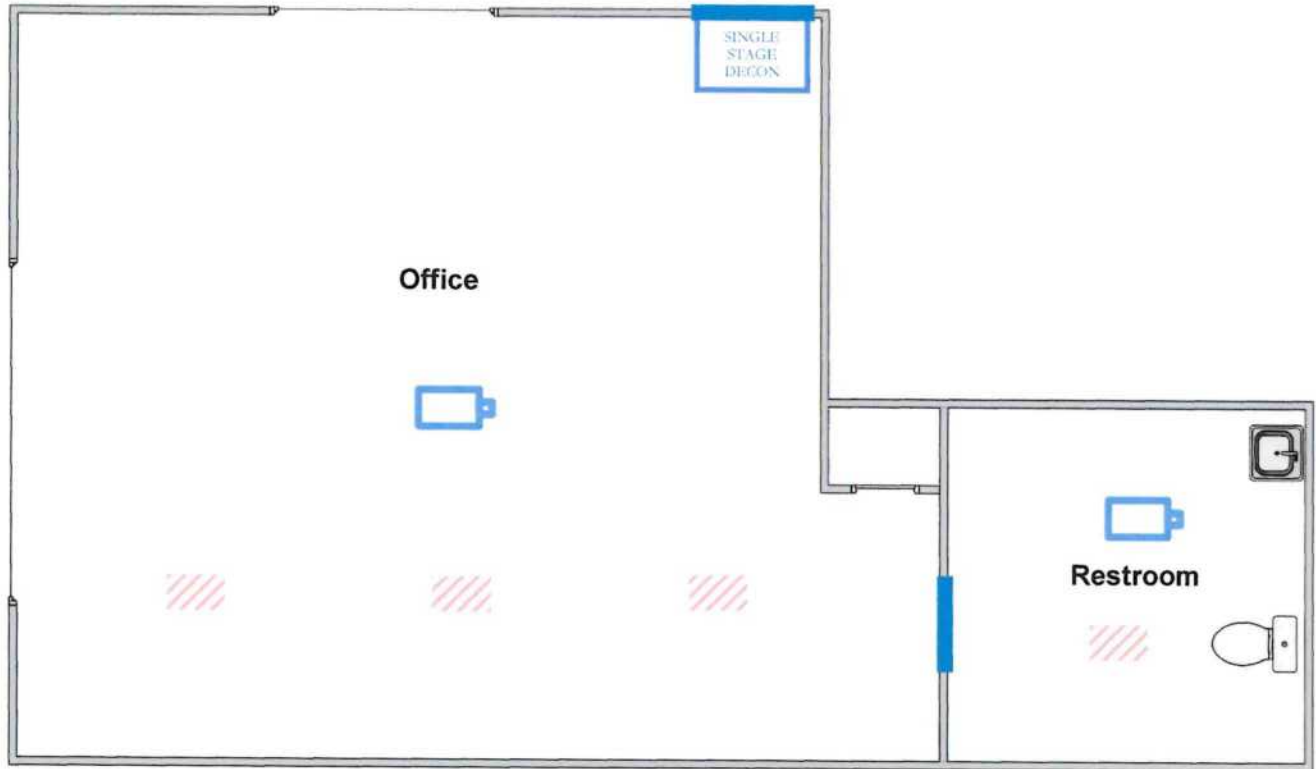


ENVIRONMENTAL CLEAN THROUGHOUT UNIT 224

Unit #225

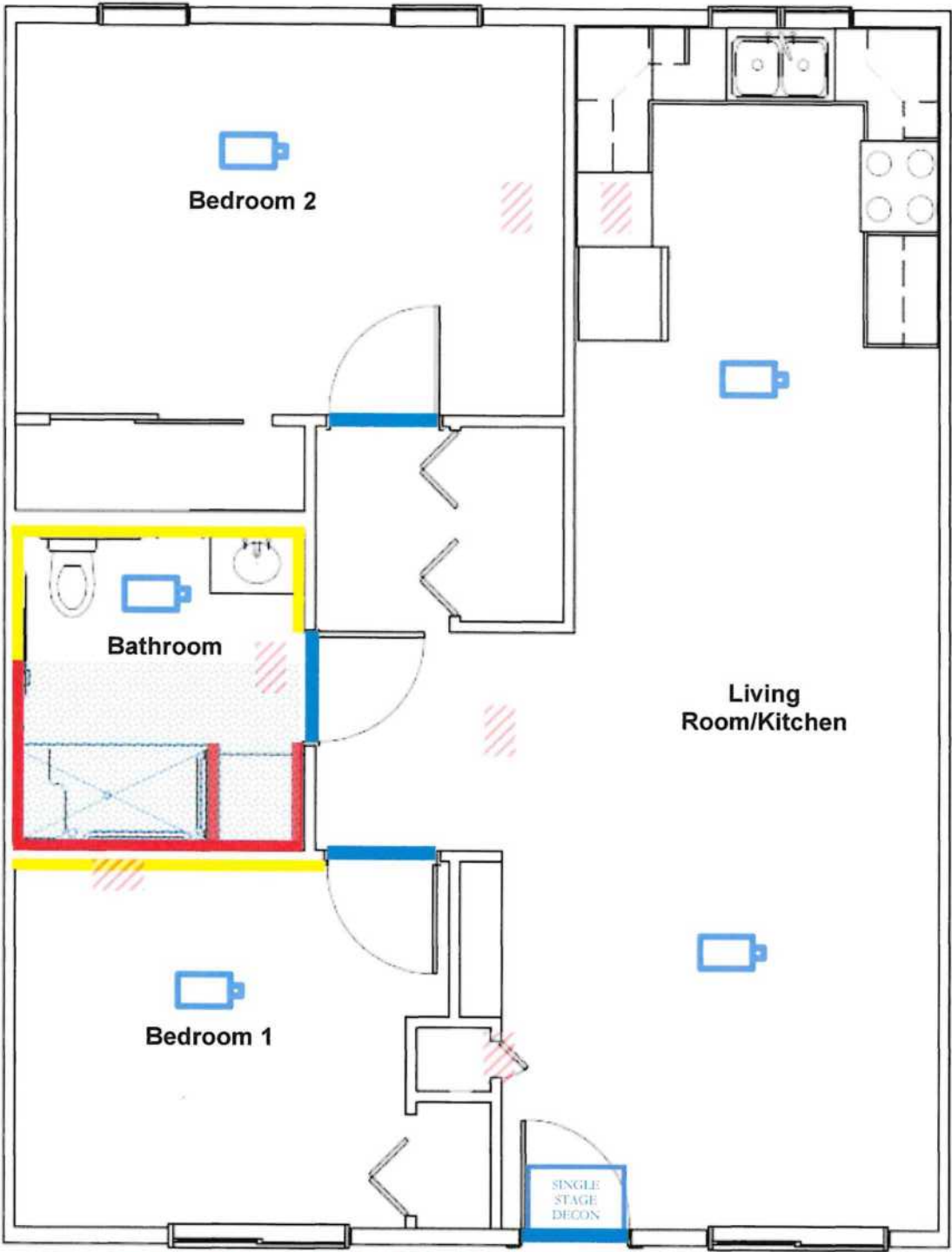


Community Room



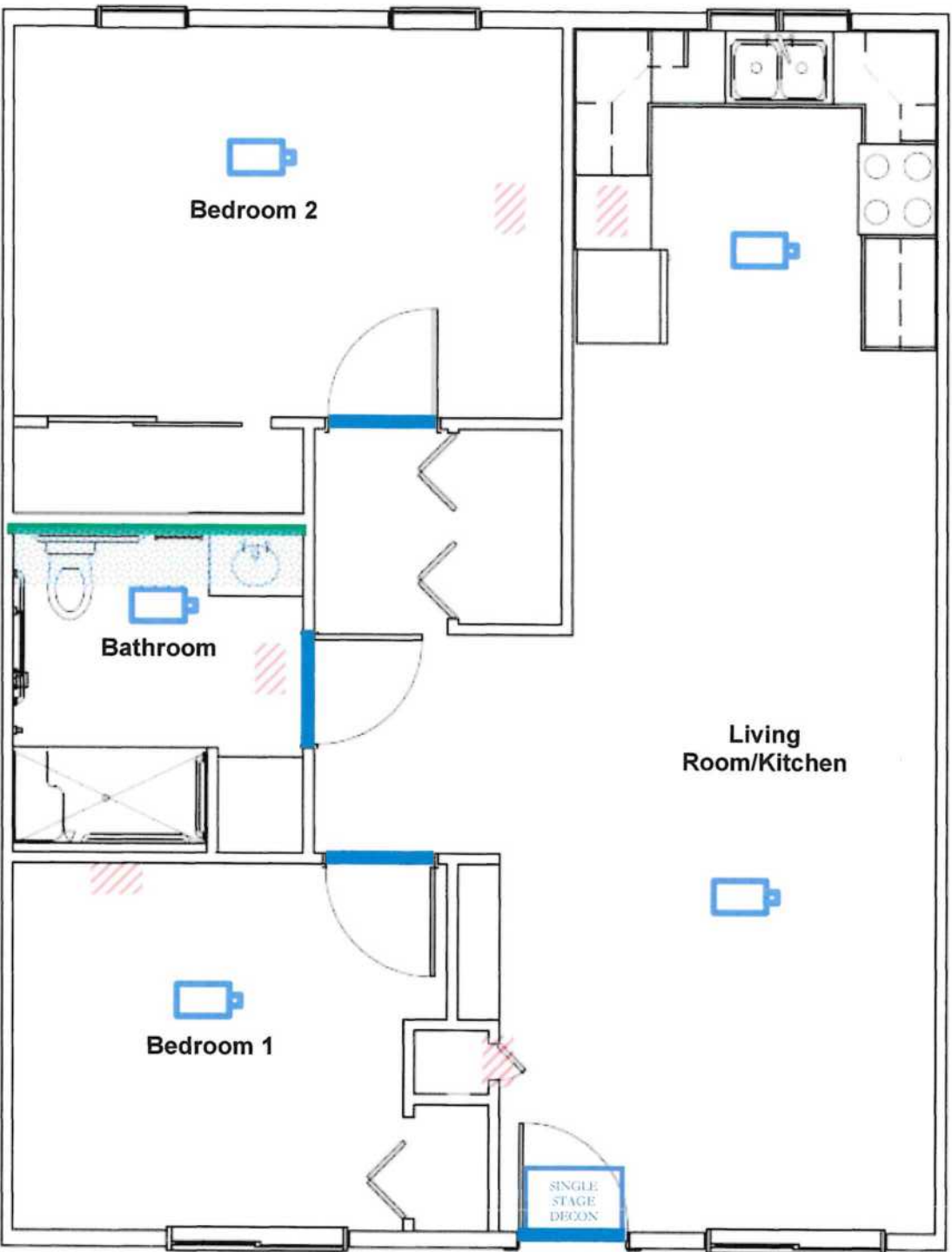
*****ENVIRONMENTAL CLEAN THROUGHOUT COMMUNITY ROOM*****

Unit #135



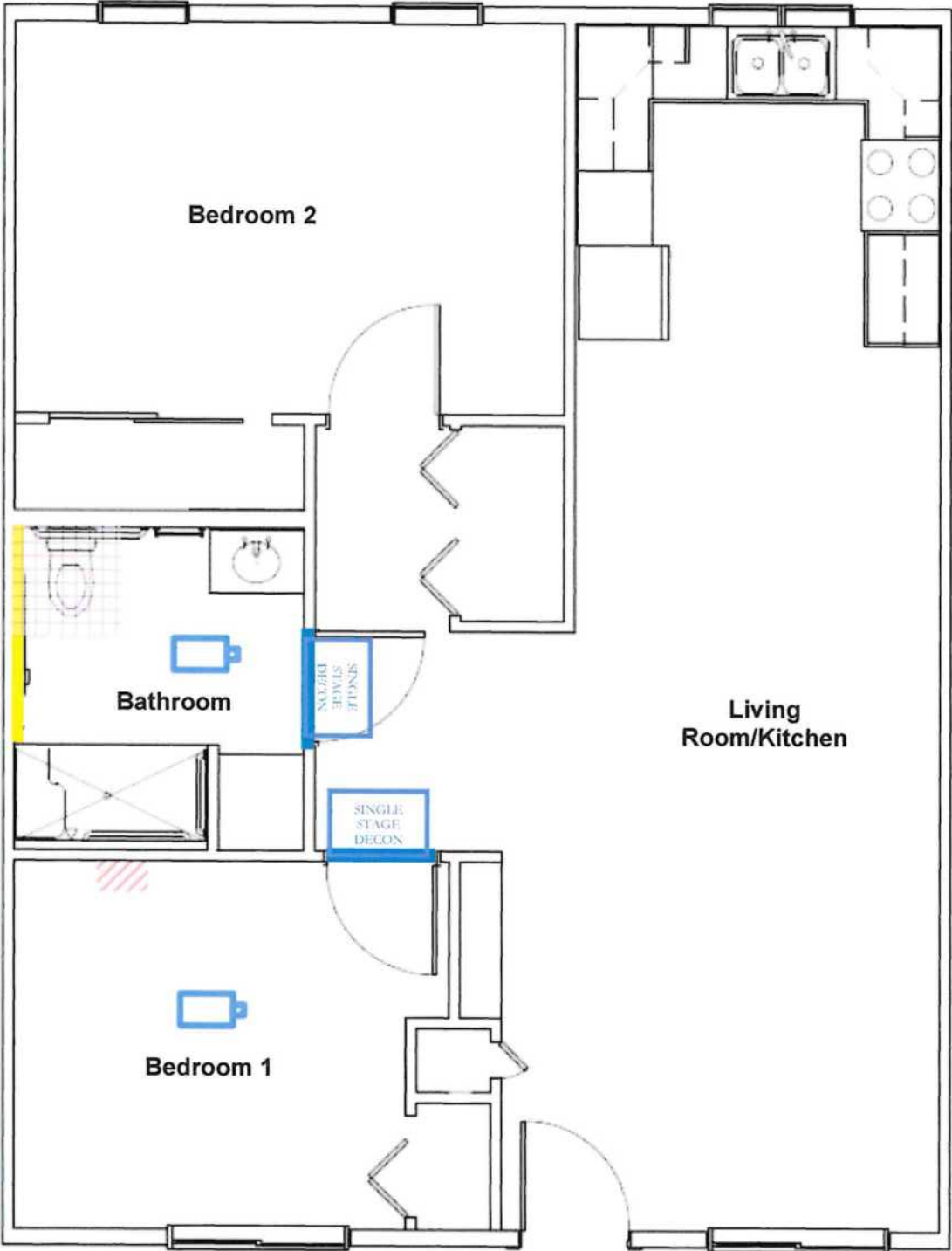
ENVIRONMENTAL CLEAN THROUGHOUT UNIT 135

Unit #115

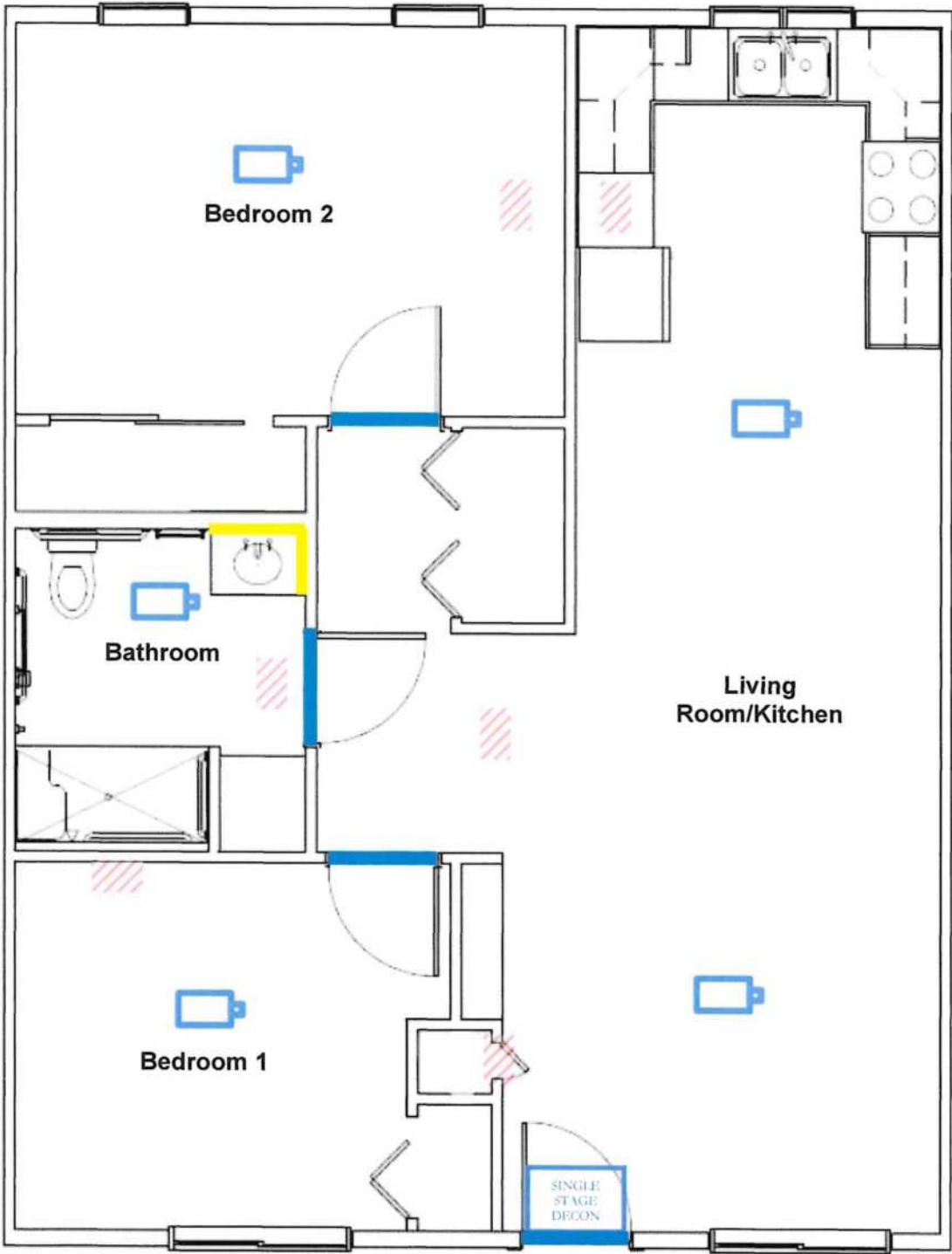


*****ENVIRONMENTAL CLEAN THROUGHOUT UNIT 115*****

Unit #233

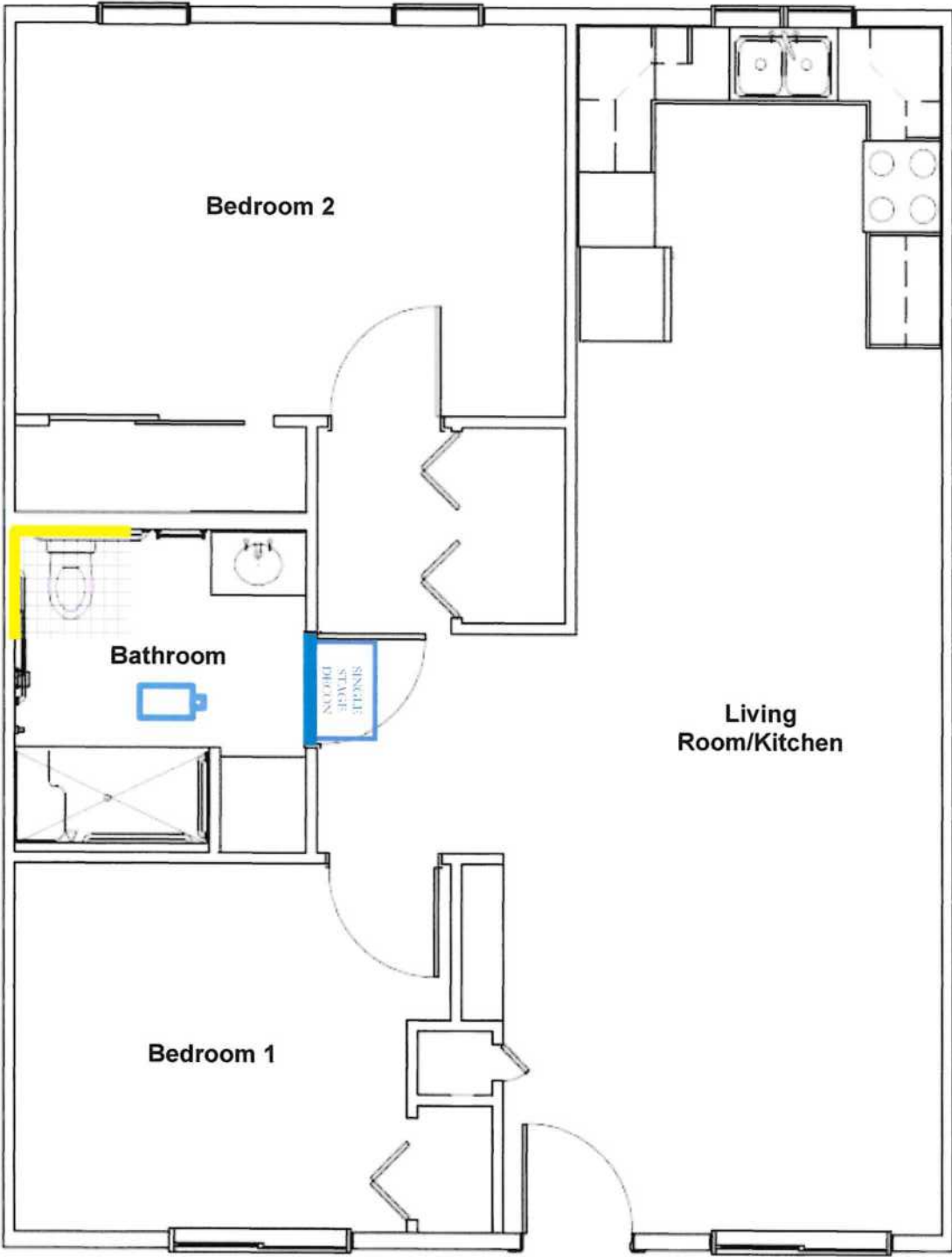


Unit #131



ENVIRONMENTAL CLEAN THROUGHOUT UNIT 131

Unit #123



Room/Area	Remediation Instructions
<p>Units #111, 112, 113, 115, 122, 123, 125, 131, 132, 133, 134, 135, Laundry Room/Storage Room, 212, 214, 221, 222, 223, 224, 225, Community, Room, 233, 235</p>	<p style="text-align: center;">ESTIMATED AMOUNT OF MATERIALS TO BE REMOVED:</p> <p style="text-align: center;">Drywall Materials (Ceilings and Walls) - Approximately 605 SF Vinyl Flooring - Approximately 45 SF Wood Framing - Approximately 42 SF</p> <p style="text-align: center;">NOTE: Visible contamination covered an area < 25 contiguous square feet.</p>

Recommended Mold Remediation Protocol

AHA at Briarcliff
1915 Briarcliff Boulevard, Austin, Texas 78723

Based on a limited microbial assessment conducted on August 24, 2021 thru August 30, 2021 and September 8, 2021, by Mr. Dominick Taubert, Texas Department of State Health Services (TDLR), Mold Assessment Consultant (MAC #1406), Mr. Brian Batres, TDLR, Mold Assessment Consultant (MAC #1688) and Ms. Ashlen Whitman, TDLR, Mold Assessment Consultant (MAC #1751). TRC makes the following general recommendations for the above-referenced location, which should be conducted in accordance with the Texas Department of Licensing and Regulation (TDLR) *Texas Mold Assessment and Remediation Rules* (TDLR 16 TAC Chapter 78).

1. Repairs

- TRC recommends that a qualified professional be retained to ensure that all sources of water incursion/moisture affecting the impacted area of the subject building have been thoroughly investigated, identified, and successfully repaired.
- TRC believes it is prudent to ensure that all water incursion/moisture sources have been successfully mitigated prior to initiating microbial remediation activities, if possible, or prior to replacement of the impacted building materials, at a minimum.

2. Contents

- Any moveable objects (if any) shall be removed from around the affected areas of the suite, HEPA-vacuumed and/or wet-wiped, and relocated to a temporary storage area.
- Any non-moveable objects (e.g., fixtures, etc.) that will remain in the work area shall be HEPA-vacuumed and/or wet-wiped using a soap or detergent solution (as applicable) and protected during the duration of the remediation by covering the objects with six-mil, fire-retardant polyethylene (poly) sheeting and tape.

3. Personal Protective Equipment (PPE)

- The remediation contractor shall ensure that any person performing remediation is equipped with the proper PPE. PPE may include, but is not limited to, appropriate respirators and cartridges, protective garments, eye protection, gloves, hard hats, hand and footwear and other items used to protect workers from harm and injury. The selection of PPE is a critically important step before initiating the remediation process

4. Containment

- The remediation must be conducted by Texas Department of Licensing and Regulation (TDLR) Licensed Mold Remediation Contractors equipped with:
 - A minimum of half-face air purifying respirators with HEPA cartridges (P-100) used in accordance with the OSHA respiratory protection standard (29 CFR 1910.134);
 - Full body coveralls with head and foot coverings; and
 - Gloves and eye protection.
- If necessary, TRC recommends setting-up an appropriately sized isolated containment to encompass the affected area of the sink in the subject building, if necessary. The following procedures are required at a minimum:
 - Isolate the remediation areas with the use of critical barriers made of six-mil polyethylene.
 - Install the appropriate warning signs at all entrances to the remediation areas. Barricade the general work area to prevent unauthorized entry.
 - HEPA vacuum the walls and flooring in the contained area.
 - Place one layer of fire-retardant four-mil polyethylene sheeting on all walls and floors in the remediation area not affected by the remediation process.
 - Place the isolated areas under negative pressure using negative air units equipped with HEPA filters. Place a negative air machine inside the isolated area to act as an air scrubber during remediation work. Continue to operate the air scrubber machines until the final sealant has dried and the critical barriers are removed.
 - Place a dehumidifier inside the contained areas to maintain proper moisture levels as needed during the remediation work.
 - The HVAC system servicing the affected area should be shut down during remediation.
 - Furnishings should be removed from work area to the extent possible.
 - Ventilation ducts/grills, any other openings, and remaining fixtures/furnishings should be HEPA-vacuumed, covered with poly sheeting, and sealed with duct tape.
 - Place each work area under diminished air pressure utilizing HEPA filtration systems, which comply with ANSI Z9.2-79, local exhaust ventilation. Allow no air movement system or air filtering equipment to discharge unfiltered air outside the work area. Maintain a diminished pressure in the work area continuously (24 hours per day) from the start of cleanup activities until the completion of cleaning.
 - Ensure that the air within the workspace is changed at least once every 15 minutes.
 - Route air exhausts to the outside of the building and, if necessary, secure exhaust opening with a plywood template.
 - In addition, install air scrubbers equipped with HEPA filtration to assist in cleaning the air.
 - Turn off power to all areas where walls or ceilings are to be demolished. Run power through a GFCI circuit breaker from areas of the facility where there will be no work.
 - At the entry to the containment install airlocks and a clean changing room.
 - Egress pathways should also be covered if a clean changing room is not used.
 - The work area should be unoccupied.

5. Work Practices

- Porous and semi-porous materials (e.g., drywall, ceiling tiles, etc.) contaminated with visible suspect fungal growth should be physically removed, where feasible, rather than treated with a biocide, as decontamination of these types of materials has not been reliably demonstrated.
- At no time shall other trades enter the work area or go further than the demarcated work area isolation barrier without proper PPE.
- No equipment, supplies or materials (except properly containerized waste materials) shall be removed from the work area unless such equipment, supplies and/or materials have been cleaned and are free of debris.
- Efforts should be made to reduce dust generation. Dust suppression methods particularly during any cutting or resurfacing of materials are highly recommended. Methods to consider include cleaning or gently misting surfaces with a dilute soap or detergent solution prior to removal; the use of HEPA vacuum-shrouded tools; or using a vacuum equipped with a HEPA filter at the point of dust generation. Work practices that create excessive dust should be avoided.
- Moldy materials that can be cleaned should be cleaned using a soap or detergent solution. Materials that cannot be cleaned should be removed from the building in sealed plastic bags. The outside of the bags should be cleaned with a damp cloth and a soap or detergent solution or HEPA-vacuumed in the work area (or clean changing room) prior to their transport to unaffected areas.
- Before leaving isolated areas, workers should remove disposable clothing to prevent the tracking of mold-containing dust outside of the work area.
- The work area and egress pathways (and clean changing room if present) should be HEPA-vacuumed and cleaned with a damp cloth and/or mop with a soap or detergent solution and be visibly clean prior to the removal of isolation barriers. Poly sheeting should be discarded after use.
- All areas should be left dry and visibly free from mold, dust, and debris.

6. Scope of Work

See Site Diagrams (Section 1.1) for schematic of recommended removal areas, which are as follows:

- Where removal of finish materials are recommended, also remove and dispose of impacted hidden porous building materials (i.e., insulation, drywall, etc.) located behind those materials, and continue removal two feet beyond all visible impact (i.e., water staining, water damage, or suspect fungal growth).
- Any contaminated exposed structural members, pipes (e.g., studs, sill plates, etc.), if present, should be wire-brushed or hand-sanded until all visible suspect fungal growth has been removed, without compromising structural integrity.

7. Dry Down

- Utilize an appropriate number of dehumidifiers to dry water-impacted materials (if required) that are not designated for removal. Hidden areas where airflow may be restricted should be opened to the extent necessary to facilitate drying, as necessary. If source is determined to be a Category 2, or Category 3 water loss, IICRC S500 Methods should be utilized.

8. Cleaning

- Following completion of the above, the vertical and horizontal surfaces within and near the containment, including any return air and the supply diffusers, should be cleaned with a damp

cloth and/or mop and a soap or detergent solution, and/or HEPA-vacuumed, to remove any settled dust and particulate matter.

9. Post-Remediation Assessment and Particulate Air Sampling

- Upon completion of the above, the work area should be re-inspected by a Texas-licensed Mold Assessment Consultant (MAC) and the following conditions documented. The following conditions must be attained to satisfy clearance criteria:
 - Moisture levels of all structural materials are sufficiently dry;
 - No visible mold growth or wood rot remains on any remaining substrate;
 - There are no fungal/moldy or bacterial odors noticeable in the space; and
 - All dust and debris have been removed from the work areas.

(TRC recommends exhausting air out of the containment rather than scrubbing prior to final clearance testing and the machines are turned off four (4) hours prior to testing.










- To the extent feasible, the MAC must determine that the underlying cause of the mold has been remediated so that it is reasonably certain that the mold will not return.
- If necessary, in addition to the thorough visual and olfactory evaluation, post-remediation particulate air sampling/ and or surface sampling based on protocols described in the American Conference of Governmental Industrial Hygienists (ACGIH) publication *Bioaerosols Assessment and Control* and the Texas Department of Licensing and Regulation (TDLR) *Texas Mold Assessment and Remediation Rules* (TDLR 16 TAC Chapter 78) should be performed. Airborne fungal structure concentrations identified inside the work area should be lower than those identified outdoors, and the biodiversity and rank order of fungal taxa identified should be similar indoors when compared to outdoors in order to satisfy clearance criteria.

Note: No person shall remove or dismantle any walk-in containment structures (if present) or materials from a project site prior to receipt by the licensed mold remediation contractor remediation company overseeing the project of a written notice from TRC's Texas-licensed MAC that the project has achieved clearance as described under §295.324 of this title (relating to Post-Remediation Assessment and Clearance). Upon satisfaction of all clearance criteria, including all Texas regulations, and written approval by the Texas-licensed MAC, all waste materials shall be double-bagged and disposed of. The remediation contractor shall be responsible for repairing any damage caused to finished surfaces, and any adhesive or duct tape residue shall be removed (if any). It is the remediation contractor's responsibility to provide notices to applicable agencies (e.g., The State of Texas, etc.) for all mold remediation work that require such notifications.

Note: TRC does not normally recommend the use of biocide or encapsulant. If biocide is to be utilized, the remediation contractor must select an EPA-registered antimicrobial coating and apply the product per the manufacturer's specifications. The remediation contractor must consider the potential for occupant sensitivities and possible adverse reactions to chemicals that have the potential to be off gassed from surfaces coated with the product. If encapsulant is utilized, TRC suggests that encapsulant not to be applied prior to the post-remediation sampling event. Should the above recommendation not be followed as detailed above, TRC cannot guarantee that visible suspect fungal growth has been remediated properly.

Note: Building materials may contain other harmful environmental hazards (e.g., lead or asbestos). TRC recommends taking appropriate precautions prior to commencing remediation activities in these buildings where hazardous materials may be impacted. In particular, the Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that a survey be

LEGEND

-  Remove and/or clean impacted wood framing above ceiling
-  Remove impacted porous materials 2 foot by 2 foot around HVAC supply vent and impacted HVAC porous components
-  Remove wall materials floor to ceiling and trim
-  Remove impacted porous ceiling materials
-  Remove bottom two (2) feet of wall materials and trim
-  Remove impacted flooring materials
-  Install plastic sheeting and/or zippered doorways or double flapped doorways at entries.
-  HEPA Filtration and Dehumidification Units.
-  Single stage decontamination chamber at entry to containment.

Note: Erect containments and decontamination chambers as needed to isolate areas of material removal.

Rooms/ Areas	HVAC System, Ceiling, Wall and Flooring Materials Remediation and Environmental Cleaning Instructions
<p>Units #111, 112, 113, 115, 122, 123, 125, 131, 132, 133, 134, 135, Laundry Room/Storage Room, 212, 214, 221, 222, 223, 224, 225, Community, Room, 233, 235</p>	<ol style="list-style-type: none"> 1. Remove all furniture and contents. NOTE: Any item left inside the contained areas must be air-tight sealed using a minimum of 6 mil plastic sheeting. 2. Clean remaining ductwork, if possible; otherwise, replace all ductwork. 3. Clean the HVAC coil and air handling units. 4. If any building materials are wet, place dehumidifiers as needed to facilitate proper dry-out. All materials must be "dry" at the time of the Clearance Inspection. 5. Remove and dispose of any exposed insulation. Open ceiling/wall cavities with insulation must be sealed off. 6. Clean in place structurally sound framing, ceiling joists, other wood structures by sanding, grinding, or wire brushing. This treatment must remove all fungal growth from the affected materials. 7. Clean return plenums and replace filters. 8. HEPA vacuum all surfaces. 9. Reduce airborne particulate concentrations inside the room, throughout. Scrub the air using HEPA filtration units. 10. Install zippered doorways at each room/area entry doorway to divide all rooms/areas to create separate work zones and test areas. Install critical barriers over all openings – lights, plumbing penetrations, a/c vents, etc. 11. Wipe down all surfaces with a detergent solution or EPA registered fungicide.

June 3, 2022

Allen Rothman
501a El Paso Street
Austin, Texas 78704

Re: **PRELIMINARY** EVALUATION and OPINIONS – 2022
Accessible Housing Austin (“AHA”)

Mr. Rothman,

As requested, we have performed site observations and a review of the documents provided, as outlined in Section I below in an effort to evaluate the reasonable and necessary costs to remedy the defects noted by Tom Alexander, P.E. It should be noted that this report is based on a review of currently available information and is subject to further supplement as additional data is presented.

SECTION I – Sources of Information & Definitions

- Accessible Housing Austin! – (“AHA”)
- Braun & Butler Construction (“B&B”)
- Talex Inc. Engineers (“TALEX”), report by Tom Alexander, P.E. dated May 24, 2022
- Heating, Ventilating, and Air Conditioning (“HVAC”)
- HVAC Linesets (“linesets”) are the refrigerant copper tubing infrastructure between the indoor unit (“IDU”) and the outdoor unit (“ODU”)
- Misc. project documentation, including project plans
- Site observations – March 21, 2022
- Communications with AHA and TALEX
- Gordian RSMean¹ –2022 Commercial Renovation Cost Data & 2022 Building Construction Cost Data

¹ RSMean, by Gordian, is the industry-standard for developing cost(s) for materials, labor, and equipment, utilized by contractors, facility owners and managers, architects, and engineers. RSMean has been providing cost data since 1942. Their objective is to provide facility and construction professionals the most current and comprehensive construction cost data possible. See RSMean forward for more information.

SECTION II – Methodology, Assumptions, and Preliminary Findings

As noted previously, WCA has performed a preliminary evaluation of the documents provided, including expert reports, and visited the site in an effort to develop our preliminary findings and opinion(s) related to this matter. For the purposes of this evaluation, WCA performed two (2) preliminary estimates as will be outlined below.

In general, we understand the HVAC systems designed and installed at the subject property require remedy to correct the sizing of the HVAC units and address outside air (“OA”) concerns. As a part of the resizing of the HVAC units, the lineset sizing may require resizing, thus replacement. It is our understanding that the HVAC system manufacturer, Daikin Comfort Technologies North America (“Daikin”), provides particular lineset data specific for each unit size. As a result, it is unclear as to whether the existing linesets will be appropriate to reuse for the replacement units, although the linesets are very similar in sizing.

WCA Reasonable and Necessary Cost Forecasts

As a part of our ongoing investigation, we have prepared certain exhibits which include a summary of reasonable and necessary costs to remedy the defects noted by TALEX. Moreover, our findings are based on our education, experience, and training, along with the information provided, representations made, and our evaluation of the available data.

Quantities were developed using a combination of on-screen take-offs, site observations, and estimates based on our experience as a former General Contractor in Austin, Texas. Applicable units were selected based on the commensurate scope of work. Unit pricing was then applied, using a combination of RSMeans data² and some in-house estimates, which can be discerned from the “Source” column. The applicable Location Factor (“LF”) and Modifier (“Mod”) were then applied to the “Base Subtotal” to develop the “Modified Subtotal” for each task. The Mod is an internal modifier applied to adjust for unique job requirements such as, small quantities or areas, difficult working conditions, or high work. When a Mod is utilized, supporting reasoning can be found in the “Notes/Clarifications/Assumptions” column.

The site is located in Austin, Texas (“Austin”). Consequently, WCA utilized the RSMeans Austin Location Factor³ (“LF”) when developing the cost model(s) included in Exhibits

² RSMeans data is noted by “RSMCR...” in the Source column

³ 82.2% of the National Average

A & B. Austin is a metropolitan area and the probable source for materialmen and subcontractors, thus is appropriate for the applied LF. The LF is how RSMMeans adjusts their unit pricing from the national average to a particular jurisdiction as noted above.

The preliminary cost forecasts contained herein⁴ were developed utilizing my education, training, experience, and standardized industry derived cost data provided by RSMMeans. General Contractor costs, sometimes referred to as “Add-ons”, were summarized as well, accounting for global expenses and fees.

Each category subtotal is extended to the “Direct Cost Subtotal”. Contingency is then applied, in this case 5%, to account for unknowns as they become known, market uncertainties, and probable cost escalations. Finally, the standard General Contractor’s Fee, along with insurances⁵, are accounted for by the addition of a 21.5% markup.

The foregoing is applicable to the below reasonable and necessary cost models prepared by WCA. Based on our understanding of the available information, we have prepared two (2) estimates: 1) Costs to Remedy including replacement of HVAC linesets; and 2) Costs to Remedy utilizing existing HVAC linesets.

Costs to Remedy - Replace Linesets

As noted by TALEX, the existing linesets “more likely than not⁶” will need to be replaced to maintain equipment warranties. As noted above, Daikin provides for specific lineset tubing diameters correlated with each unit type/size. The replacement of this infrastructure increases the invasiveness of the remedial work exponentially, including removal and replacement of a large amount of wall and ceiling finishes, probable framing repairs, and increased interior protections/cleanup. Consequently, each unit must be vacated for the duration of the remedial activities for that unit⁷. Given this is an occupied residential facility, this work will need to be staged to minimize the impact to the operations of the facility.

WCA assumes three (3) units in a stack would be logical to remove from service perform the remedial work at a time. In other words, units aligned vertically (1st 2nd, and 3rd) would be removed from service, necessary wall and ceiling finishes

⁴ Exhibits A & B

⁵ 1.5% for Bonds & Insurances

⁶ TALEX report, page 38

⁷ Along with the corresponding vertically stacked units (1st, 2nd, and 3rd)

removed, linesets replaced, HVAC units replaced, OA repairs undertaken, wall/ceilings reconstructed, and then returned to service. It is necessary to remove an entire “stack” at one time, due to the need to get new linesets from the 3rd floor to the 1st floor ODU “farm” locations.

Performing the work, a stack at a time, has cost and time implications that must be accounted for within the estimated costs. In this case, WCA forecasts this approach will result in an overall duration of ten (10) months⁸, as can be seen in the attached Exhibit A. General conditions were estimated using my experience as a former General Contractor in Austin and would include global costs such as supervision, project management, temporary toilets, jobsite administrative costs, and others.

Our opinion of the probable reasonable and necessary cost remedy the defects noted by TALEX, including the replacement of the HVAC linesets is \$957,506.30 as summarized within Exhibit A.

Costs to Remedy - Reuse Linesets

In the alternative, if the refrigerant linesets can remain in place, without negatively impacting the equipment performance and warranty, WCA prepared a separate cost forecast which can be found as Exhibit B attached hereto. Reusing this infrastructure significantly reduces the invasive work required, thus reducing both the direct construction costs and overall duration. Further, it is likely that some of the work can be done while residents remain in their unit(s).

It is our opinion this approach will result in an overall duration of five (5) months, as more units can be performed concurrently, allowing for more efficiency and reduced general conditions. General conditions were estimated using my experience as a former General Contractor in Austin and would include global costs such as supervision, project management, temporary toilets, jobsite administrative costs, and others.

Additionally, other costs are reduced such as demolition, temporary protections, and haul/off.

⁸ Exhibit A - Line 26 of both Building Types

Our opinion of the probable reasonable and necessary cost to remedy the defects noted by TALEX, excluding the replacement of the HVAC linesets is \$502,280.63

In summary, the HVAC lineset replacement requirement has significant impact on the cost and duration of the proposed work. In fact, the probable cost nearly doubles if this infrastructure requires removal and replacement.

SECTION III – Summary and Conclusion(s)

It is our opinion that the maximum reasonable and necessary cost to remedy the noted defects, including lineset replacements, is \$957,506.30⁹ as outlined in the attached Exhibit A. Alternatively, if the existing linesets can remain in place without impacting performance or warranty, the probable reasonable and necessary cost to remedy the noted defects is \$502,280.63¹⁰ as articulated in Exhibit B. Given current market conditions, however, costs will need to be reevaluated periodically to ensure they remain current and relevant. Further, the costs outlined herein are strictly construction related and do not include other Owner costs such as mold remediation, resident relocation, storage costs, or other impacts.

We appreciate the opportunity to provide our opinion(s) in the above referenced matter. If we can provide any additional clarification, please don't hesitate to contact our office. As new information becomes available, we reserve the right to update or supplement our opinion(s) as deemed necessary.

Yours Truly,

WORKMAN CONSTRUCTION ADVISORS, LLC.



06/03/22

Kyle Workman, LEED A.P.

Attachments:

Exhibit A – Preliminary Reasonable and Necessary Cost Forecast – Replace Linesets

Exhibit B – Preliminary Reasonable and Necessary Cost Forecast – Reuse Linesets

⁹ Grand Total – Exhibit A

¹⁰ Grand Total – Exhibit B

Exhibit A
Preliminary Reasonable and Necessary Cost Forecast
Replace Linesets

AHA
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3-Jun-22

WCA/KW

Reference	Item	Description	Quantity	Unit	Unit Price	Base			LF	Mod	Modified Subtotal	Source**	Notes/Clarifications/Assumptions
						Subtotal							
Building Type A													
	1	Demolition of sheetrock - walls	1200.00	SF	\$ 0.58	\$ 696.00	0.822	1	\$		572.11	RSMCR302-1000	
	2	Demolition of sheetrock - walls minimum charge	15.00	EA	\$ 145.00	\$ 2,175.00	0.822	1	\$		1,787.85	RSMCR302-9000	
	3	Demolition of sheetrock - ceilings	1500.00	SF	\$ 1.45	\$ 2,175.00	0.822	1	\$		1,787.85	RSMCR301-0200	
	4	Demolition of existing HVAC unit (indoor)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$		19,249.60	RSMCR791-Q5	Crew Q-5
	5	Demolition of existing HVAC unit (outdoor)	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	Includes evacuation of refrig.
	6	Demolition of existing HVAC linesets	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	
	7	Demolition of electrical/make safe	60.00	HRS	\$ 183.05	\$ 10,983.00	0.822	1	\$		9,028.03	RSMCR792-R1A	Crew R1-A
	8	Misc. framing/trim repairs	120.00	HRS	\$ 204.70	\$ 24,564.00	0.822	1	\$		20,191.61	RSMCR761-B1K	Crew B-1K, includes \$25/hr mat
	9	Sheetrock on walls, incl. taped/finished (level 4)	1200.00	SF	\$ 1.91	\$ 2,292.00	0.822	1.5	\$		2,826.04	RSMCR312-2150	Mod - small qty
	10	Sheetrock on ceilings, incl. taped/finished (lv4)	1500.00	SF	\$ 2.30	\$ 3,450.00	0.822	1.5	\$		4,253.85	RSMCR312-3150	Mod - small qty
	11	Texture on sheetrock	3375.00	SF	\$ 0.93	\$ 3,138.75	0.822	1.5	\$		3,870.08	RSMCR313-5270	Mod - small qty
	12	Prime, paint walls	2400.00	SF	\$ 2.35	\$ 5,640.00	0.822	1.5	\$		6,954.12	RSMCR344-0840	Mod - small qty
	13	Prime, paint ceilings	3000.00	SF	\$ 2.94	\$ 8,812.50	0.822	1.5	\$		10,865.81	RSMCR344-1800	Mod - small qty
	14	FR Access door - framed (18"x18")	15.00	EA	\$ 455.00	\$ 6,825.00	0.822	1	\$		5,610.15	RSMCR249-1150	
	15	Access door - framed (18"x18")	15.00	EA	\$ 118.00	\$ 1,770.00	0.822	1	\$		1,454.94	RSMCR249-6200	
	16	OA damper, motorized	15.00	EA	\$ 305.00	\$ 4,575.00	0.822	1	\$		3,760.65	RSMCR467-7504	Includes control
	17	OA booster fan (210 CFM)	15.00	EA	\$ 470.00	\$ 7,050.00	0.822	1	\$		5,795.10	RSMCR468-2540	Includes control
	18	Fire dampers			\$ -	\$ -	0.822	1	\$		-		Not included
	19	Refrigerent Line Sets (insulated)	15.00	EA	\$ 512.00	\$ 7,680.00	0.822	1.75	\$		11,047.68	RSMCR464-3180	Mod for difficult installation
	20	New HVAC equipment	15.00	EA	\$ 2,783.50	\$ 41,752.50	1	1	\$		41,752.50	HVAC Direct	DAIKIN Single Zone HP, t-stat
	21	HVAC installation (indoor/outdoor unit)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$		19,249.60	RSMCR791-Q5	Crew Q-5
	22	HVAC programming/control	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	Crew Q-5
	23	HVAC test/balance - inline fan	15.00	EA	\$ 630.00	\$ 9,450.00	0.822	1	\$		7,767.90	RSMCR459-1200	
	24	HVAC test/balance - split	15.00	EA	\$ 756.00	\$ 11,340.00	0.822	1	\$		9,321.48	RSMCR459-3000	
	25	Electrical connections	60.00	HRS	\$ 233.05	\$ 13,983.00	0.822	1	\$		11,494.03	RSMCR792-R1A	Crew R1-A, \$50/hr mat
	26	General Conditions	5.00	mo	\$ 25,000.00	\$ 125,000.00	1	1	\$		125,000.00	ESTIMATE	1 mo per stack, 1 stack at a time
	27	Temporary protections/cleanup/fencing	15.00	LS	\$ 1,250.00	\$ 18,750.00	1	1	\$		18,750.00	ESTIMATE	Protect adjacent surfaces, fencing
	28	Rubbish handling	75.00	CY	\$ 29.50	\$ 2,212.50	0.822	1	\$		1,818.68	RSMBC34-2005	
	29	Haul-off/Dumpsters	7.50	EA	\$ 850.00	\$ 6,375.00	0.822	1	\$		5,240.25	RSMBC34-0840	
		Subtotal*							\$		378,324.28		
Building Type B													
	1	Demolition of sheetrock - walls	960.00	SF	\$ 0.58	\$ 556.80	0.822	1	\$		457.69	RSMCR302-1000	
	2	Demolition of sheetrock - walls minimum charge	15.00	EA	\$ 145.00	\$ 2,175.00	0.822	1	\$		1,787.85	RSMCR302-9000	
	3	Demolition of sheetrock - ceilings	1200.00	SF	\$ 1.45	\$ 1,740.00	0.822	1	\$		1,430.28	RSMCR301-0200	
	4	Demolition of existing HVAC unit (indoor)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$		19,249.60	RSMCR791-Q5	Crew Q-5
	5	Demolition of existing HVAC unit (outdoor)	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	Includes evacuation of refrig.
	6	Demolition of existing HVAC linesets	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	
	7	Demolition of electrical/make safe	60.00	HRS	\$ 183.05	\$ 10,983.00	0.822	1	\$		9,028.03	RSMCR792-R1A	Crew R1-A
	8	Misc. framing/trim repairs	120.00	HRS	\$ 204.70	\$ 24,564.00	0.822	1	\$		20,191.61	RSMCR761-B1K	Crew B-1K, includes \$25/hr mat
	9	Sheetrock on walls, incl. taped/finished (level 4)	960.00	SF	\$ 1.91	\$ 1,833.60	0.822	1.5	\$		2,260.83	RSMCR312-2150	Mod - small qty
	10	Sheetrock on ceilings, incl. taped/finished (lv4)	1200.00	SF	\$ 2.30	\$ 2,760.00	0.822	1.5	\$		3,403.08	RSMCR312-3150	Mod - small qty
	11	Texture on sheetrock	2700.00	SF	\$ 0.93	\$ 2,511.00	0.822	1.5	\$		3,096.06	RSMCR313-5270	Mod - small qty
	12	Prime, paint walls	1920.00	SF	\$ 2.35	\$ 4,512.00	0.822	1.5	\$		5,563.30	RSMCR344-0840	Mod - small qty
	13	Prime, paint ceilings	2400.00	SF	\$ 2.94	\$ 7,050.00	0.822	1.5	\$		8,692.65	RSMCR344-1800	Mod - small qty
	14	FR Access door - framed (18"x18")	15.00	EA	\$ 455.00	\$ 6,825.00	0.822	1	\$		5,610.15	RSMCR249-1150	
	15	Access door - framed (18"x18")	15.00	EA	\$ 118.00	\$ 1,770.00	0.822	1	\$		1,454.94	RSMCR249-6200	
	16	OA damper, motorized	15.00	EA	\$ 305.00	\$ 4,575.00	0.822	1	\$		3,760.65	RSMCR467-7504	Includes control
	17	OA booster fan (210 CFM)	15.00	EA	\$ 470.00	\$ 7,050.00	0.822	1	\$		5,795.10	RSMCR468-2540	Includes control
	18	Fire dampers			\$ -	\$ -	0.822	1	\$		-		Not included
	19	Refrigerent Line Sets (insulated)	15.00	EA	\$ 512.00	\$ 7,680.00	0.822	1.75	\$		11,047.68	RSMCR464-3180	Mod for difficult installation
	20	New HVAC equipment	15.00	EA	\$ 2,783.50	\$ 41,752.50	1	1	\$		41,752.50	HVAC Direct	DAIKIN Single Zone HP, t-stat
	21	HVAC installation (indoor/outdoor unit)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$		19,249.60	RSMCR791-Q5	Crew Q-5
	22	HVAC programming/control	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$		9,624.80	RSMCR791-Q5	Crew Q-5
	23	HVAC test/balance - inline fan	15.00	EA	\$ 630.00	\$ 9,450.00	0.822	1	\$		7,767.90	RSMCR459-1200	
	24	HVAC test/balance - split	15.00	EA	\$ 756.00	\$ 11,340.00	0.822	1	\$		9,321.48	RSMCR459-3000	
	25	Electrical connections	60.00	HRS	\$ 233.05	\$ 13,983.00	0.822	1	\$		11,494.03	RSMCR792-R1A	Crew R1-A, \$50/hr mat
	26	General Conditions	5.00	mo	\$ 25,000.00	\$ 125,000.00	1	1	\$		125,000.00	ESTIMATE	1 mo per stack, 1 stack at a time
	27	Temporary protections/cleanup/fencing	15.00	LS	\$ 1,250.00	\$ 18,750.00	1	1	\$		18,750.00	ESTIMATE	Protect adjacent surfaces, fencing
	28	Rubbish handling	80.00	CY	\$ 29.50	\$ 2,360.00	0.822	1	\$		1,939.92	RSMBC34-2005	
	29	Haul-off/Dumpsters	7.50	EA	\$ 850.00	\$ 6,375.00	0.822	1	\$		5,240.25	RSMBC34-0840	
		Subtotal*							\$		372,219.55		
Add-ons & Totals													
		Direct Cost Subtotal*							\$		750,543.83		
		Contingency						5%	\$		37,527.19		
		Subtotal							\$		788,071.03		
		Contractor's Fee/Insurances						21.5%	\$		169,435.27		
		Grand Total*							\$		957,506.30		

General Notes

- LF - Austin Location Factor (RSMCR842)
- Mods - Increasing pricing modifier
- * Based on known information
- ** RSMCR RSMMeans Commercial Renovation Costs - 2022
- RSMBC RSMMeans Building Construction Costs - 2022

Source Example:

RSM | CR | 327-1400
RSMMeans|Commercial Renovation| page 327 - line 1400

Exhibit B
Preliminary Reasonable and Necessary Cost Forecast
Reuse Linesets

AHA
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WCA/KW

Reference	Item	Description	Base				Modified		Source**	Notes/Clarifications/Assumptions
			Quantity	Unit	Unit Price	Subtotal	LF	Mod		
Building Type A										
1		Demolition of sheetrock - walls	0.00	SF	\$ 0.58	\$ -	0.822	1	\$ -	RSMCR302-1000
2		Demolition of sheetrock - walls minimum charge	0.00	EA	\$ 145.00	\$ -	0.822	1	\$ -	RSMCR302-9000
3		Demolition of sheetrock - ceilings	150.00	SF	\$ 1.45	\$ 217.50	0.822	1	\$ 178.79	RSMCR301-0200
4		Demolition of existing HVAC unit (indoor)	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5 Crew Q-5
5		Demolition of existing HVAC unit (outdoor)	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5 Includes evacuation of refrig.
6		Demolition of existing HVAC linesets	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5
7		Demolition of electrical/make safe	0.00	HRS	\$ 183.05	\$ -	0.822	1	\$ -	RSMCR792-R1A Crew R1-A
8		Misc. framing/trim repairs	0.00	HRS	\$ 204.70	\$ -	0.822	1	\$ -	RSMCR761-B1K Crew B-1K, includes \$25/hr mat
9		Sheetrock on walls, incl. taped/finished (level 4)	0.00	SF	\$ 1.91	\$ -	0.822	1.5	\$ -	RSMCR312-2150 Mod - small qty
10		Sheetrock on ceilings, incl. taped/finished (lv4)	150.00	SF	\$ 2.30	\$ 345.00	0.822	1.5	\$ 425.39	RSMCR312-3150 Mod - small qty
11		Texture on sheetrock	187.50	SF	\$ 0.93	\$ 174.38	0.822	1.5	\$ 215.00	RSMCR313-5270 Mod - small qty
12		Prime, paint walls	0.00	SF	\$ 2.35	\$ -	0.822	1.5	\$ -	RSMCR344-0840 Mod - small qty
13		Prime, paint ceilings	300.00	SF	\$ 2.94	\$ 881.25	0.822	1.5	\$ 1,086.58	RSMCR344-1800 Mod - small qty
14		FR Access door - framed (18"x18")	15.00	EA	\$ 455.00	\$ 6,825.00	0.822	1	\$ 5,610.15	RSMCR249-1150
15		Access door - framed (18"x18")	15.00	EA	\$ 118.00	\$ 1,770.00	0.822	1	\$ 1,454.94	RSMCR249-6200
16		OA damper, motorized	15.00	EA	\$ 305.00	\$ 4,575.00	0.822	1	\$ 3,760.65	RSMCR467-7504 Includes control
17		OA booster fan (210 CFM)	15.00	EA	\$ 470.00	\$ 7,050.00	0.822	1	\$ 5,795.10	RSMCR468-2540 Includes control
18		Fire dampers			\$ -	\$ -	0.822	1	\$ -	Not included
19		Refrigerent Line Sets (insulated)	0.00	EA	\$ 512.00	\$ -	0.822	1.75	\$ -	RSMCR464-3180 Mod for difficult installation
20		New HVAC equipment	15.00	EA	\$ 2,783.50	\$ 41,752.50	1	1	\$ 41,752.50	HVAC Direct DAIKIN Single Zone HP, t-stat
21		HVAC installation (indoor/outdoor unit)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$ 19,249.60	RSMCR791-Q5 Crew Q-5
22		HVAC programming/control	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$ 9,624.80	RSMCR791-Q5 Crew Q-5
23		HVAC test/balance - inline fan	15.00	EA	\$ 630.00	\$ 9,450.00	0.822	1	\$ 7,767.90	RSMCR459-1200
24		HVAC test/balance - split	15.00	EA	\$ 756.00	\$ 11,340.00	0.822	1	\$ 9,321.48	RSMCR459-3000
25		Electrical connections	60.00	HRS	\$ 233.05	\$ 13,983.00	0.822	1	\$ 11,494.03	RSMCR792-R1A Crew R1-A, \$50/hr mat
26		General Conditions	2.50	mo	\$ 25,000.00	\$ 62,500.00	1	1	\$ 62,500.00	ESTIMATE
27		Temporary protections/cleanup/fencing	15.00	LS	\$ 750.00	\$ 11,250.00	1	1	\$ 11,250.00	ESTIMATE Protect adjacent surfaces, fencing
28		Rubbish handling	50.00	CY	\$ 29.50	\$ 1,475.00	0.822	1	\$ 1,212.45	RSMBC34-2005
29		Haul-off/Dumpsters	4.50	EA	\$ 850.00	\$ 3,825.00	0.822	1	\$ 3,144.15	RSMBC34-0840
		Subtotal*							\$	195,843.50
Building Type B										
1		Demolition of sheetrock - walls	0.00	SF	\$ 0.58	\$ -	0.822	1	\$ -	RSMCR302-1000
2		Demolition of sheetrock - walls minimum charge	0.00	EA	\$ 145.00	\$ -	0.822	1	\$ -	RSMCR302-9000
3		Demolition of sheetrock - ceilings	300.00	SF	\$ 1.45	\$ 435.00	0.822	1	\$ 357.57	RSMCR301-0200
4		Demolition of existing HVAC unit (indoor)	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5 Crew Q-5
5		Demolition of existing HVAC unit (outdoor)	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5 Includes evacuation of refrig.
6		Demolition of existing HVAC linesets	0.00	HRS	\$ 195.15	\$ -	0.822	1	\$ -	RSMCR791-Q5
7		Demolition of electrical/make safe	0.00	HRS	\$ 183.05	\$ -	0.822	1	\$ -	RSMCR792-R1A Crew R1-A
8		Misc. framing/trim repairs	0.00	HRS	\$ 204.70	\$ -	0.822	1	\$ -	RSMCR761-B1K Crew B-1K, includes \$25/hr mat
9		Sheetrock on walls, incl. taped/finished (level 4)	0.00	SF	\$ 1.91	\$ -	0.822	1.5	\$ -	RSMCR312-2150 Mod - small qty
10		Sheetrock on ceilings, incl. taped/finished (lv4)	300.00	SF	\$ 2.30	\$ 690.00	0.822	1.5	\$ 850.77	RSMCR312-3150 Mod - small qty
11		Texture on sheetrock	375.00	SF	\$ 0.93	\$ 348.75	0.822	1.5	\$ 430.01	RSMCR313-5270 Mod - small qty
12		Prime, paint walls	0.00	SF	\$ 2.35	\$ -	0.822	1.5	\$ -	RSMCR344-0840 Mod - small qty
13		Prime, paint ceilings	600.00	SF	\$ 2.94	\$ 1,762.50	0.822	1.5	\$ 2,173.16	RSMCR344-1800 Mod - small qty
14		FR Access door - framed (18"x18")	15.00	EA	\$ 455.00	\$ 6,825.00	0.822	1	\$ 5,610.15	RSMCR249-1150
15		Access door - framed (18"x18")	15.00	EA	\$ 118.00	\$ 1,770.00	0.822	1	\$ 1,454.94	RSMCR249-6200
16		OA damper, motorized	15.00	EA	\$ 305.00	\$ 4,575.00	0.822	1	\$ 3,760.65	RSMCR467-7504 Includes control
17		OA booster fan (210 CFM)	15.00	EA	\$ 470.00	\$ 7,050.00	0.822	1	\$ 5,795.10	RSMCR468-2540 Includes control
18		Fire dampers			\$ -	\$ -	0.822	1	\$ -	Not included
19		Refrigerent Line Sets (insulated)	0.00	EA	\$ 512.00	\$ -	0.822	1.75	\$ -	RSMCR464-3180 Mod for difficult installation
20		New HVAC equipment	15.00	EA	\$ 2,783.50	\$ 41,752.50	1	1	\$ 41,752.50	HVAC Direct DAIKIN Single Zone HP, t-stat
21		HVAC installation (indoor/outdoor unit)	120.00	HRS	\$ 195.15	\$ 23,418.00	0.822	1	\$ 19,249.60	RSMCR791-Q5 Crew Q-5
22		HVAC programming/control	60.00	HRS	\$ 195.15	\$ 11,709.00	0.822	1	\$ 9,624.80	RSMCR791-Q5 Crew Q-5
23		HVAC test/balance - inline fan	15.00	EA	\$ 630.00	\$ 9,450.00	0.822	1	\$ 7,767.90	RSMCR459-1200
24		HVAC test/balance - split	15.00	EA	\$ 756.00	\$ 11,340.00	0.822	1	\$ 9,321.48	RSMCR459-3000
25		Electrical connections	60.00	HRS	\$ 233.05	\$ 13,983.00	0.822	1	\$ 11,494.03	RSMCR792-R1A Crew R1-A, \$50/hr mat
26		General Conditions	2.50	mo	\$ 25,000.00	\$ 62,500.00	1	1	\$ 62,500.00	ESTIMATE
27		Temporary protections/cleanup/fencing	15.00	LS	\$ 750.00	\$ 11,250.00	1	1	\$ 11,250.00	ESTIMATE Protect adjacent surfaces, fencing
28		Rubbish handling	55.00	CY	\$ 29.50	\$ 1,622.50	0.822	1	\$ 1,333.70	RSMBC34-2005
29		Haul-off/Dumpsters	4.50	EA	\$ 850.00	\$ 3,825.00	0.822	1	\$ 3,144.15	RSMBC34-0840
		Subtotal*							\$	197,870.50
Add-ons & Totals										
		Direct Cost Subtotal*							\$	393,713.99
		Contingency					5%		\$	19,685.70
		Subtotal							\$	413,399.69
		Contractor's Fee/Insurances					21.5%		\$	88,880.93
		Grand Total*							\$	502,280.63

General Notes

- LF - Austin Location Factor (RSMCR842)
- Mods - Increasing pricing modifier
- * Based on known information
- ** RSMCR RSMMeans Commercial Renovation Costs - 2022
- RSMBC RSMMeans Building Construction Costs - 2022

Source Example:

RSM | CR | 327-1400
RSMMeans|Commercial Renovation| page 327 - line 1400

Project: Briarcliff Apartments – HVAC Issues – Supplemental Report 1

Date of Report: August 23, 2022

Prepared by: Thomas R. Alexander, P.E., Talex Engineers 3271



Testing Update:

Met on site 8/12/2022. Present were:

- AHA staff – Jolene Keene, Chris Bryant
- AHA Attorney – Allen Rothman
- HMG Representative: DeVon Colvin
- VRF Services (DXS, HTS): Duston Daulton, Thomas McLaughlin, 2 technicians
- Talex Engineers: Tom Alexander

Activities of 8/12/2022:

- The initial primary goal was to determine if the units had the correct refrigerant charge. This was necessitated by the initial determination by HMG and DXS that one of the units (CU-222) may have been overcharged with refrigerant and thus impeding its performance.
- It was decided to check the charge state on 222 as well as the Office unit. The office unit was chosen since it had not been serviced since installation and should have had the original charge of refrigerant. Unit 222 was chosen since this is the one upon which HMG made their refrigerant charge reading and subsequent finding (with DXS' concurrence) of an overcharged state. The VRF Services technician stated that the only way to accurately check the charge state was to remove (reclaim) the refrigerant from each system, weigh the refrigerant contents, and recharge the system. The VRF technicians connected their computers to the condensing unit ports to check if any fault codes were present. Apparently, CU-222 had a fault (the details were not given), but it was cleared. We were told that no codes remained.
- The refrigerant charge for each system was stated on the unit nameplates as 3.2 pounds. Duston (VRF Services) stated a correction of 0.21 ounces of refrigerant was needed for any line over 32 feet (up to 98 feet). The line set for CU-222 is 42 feet

(determined later from the construction drawings). The refrigerant charge correction would be 0.13 pounds making the total charge = $3.2+0.13= 3.33$ lbs. The refrigerant removed from the CU-222 was 2.8 lbs, making the system approximately 16% undercharged (not overcharged as originally surmised from HMG measurements).

- The office line set is approximately 36 feet. Charge correction is insignificant. The refrigerant removed from the office unit was 2.95 lbs, or about 8% undercharged.
- Both systems were evacuated (with a vacuum pump) and recharged with new (virgin) refrigerant to 3.2 lbs each.
- VRF Services was tasked by AHA to find the problems with the stack of apartments, 213, 223, and 233, of which the A/C was not working. VRF Services had stated that the failures were caused by incorrect wiring between the outside unit (condensing unit) and the inside unit (fan-coil). A temporary cable of the recommended type (4-conductor, 14 gauge stranded) was installed for unit 222 and found to allow the unit to start working. The VRF technician found an exterior junction box full of rainwater causing the wiring to short out. The box was replaced and supported off the condensing unit pad on the side of one of the units. After reconnection of the wiring in the box, all 3 units were working. Later in the day, it was reported by AHA that the units for 213 and 233 stopped working.
- Duston with VRF said there was a capacity reduction resistor that could be installed in the fan-coil to reduce the unit's capacity by 6000 BTUH (from 24,000 to 18,000 BTUH). It was surmised that by reducing the system's capacity, the system would more closely match the load and more dehumidification would occur. One of the VRF servicemen had one of these devices on his truck which was installed in apartment 123. Temperature and humidity data loggers were installed in apartments 222 and 123. Apartment 123 had been previously logged in April and had the capacity reduction resistor installed.
- During the visit to set the data loggers on August 16, a service technician from Radiant A/C was present on site. He stated that the fan-coil in apartment 223 had a leak in the evaporator coil. It is presently unknown if the unit has been repaired.

Data logger results:

Apartment 123 (this unit had the capacity reduction resistor installed):

- Temperature and relative humidity were recorded at the return air (above the filter grille) and at the supply air duct to the living room. The results were charted to determine cooling capacities. The outdoor weather during the measurement period was typical Texas summer weather, with high humidity and afternoon temperatures over 100 degrees. Apartment 123 is a 2 bedroom with 2 occupants. The thermostat setpoint was approximately 78 degrees F at the time of observation. Of the several apartments entered, apartment 123 is the highest thermostat set point observed. Most apartment thermostats were observed to have been set between 68 and 74 degrees.
- Apartment 123 is an interior unit and had the blinds closed. The portable dehumidifier was running. The cooling capacity and temperature/humidity profiles are attached. Of the 24-hour period (8/17/2022) selected to chart, the unit was off nearly half of the time. Of interest is the thermostat was apparently lowered at 7 AM and unit capacity rose to 27,600 BTUH for a short period of time which is in excess of the 24,000 BTUH unit capacity. After this spike, the capacity settled down to less than half capacity (around 9000 to 10,000 BTUH) with the supply air temperature in the mid-60 degrees. As indicated by the temperature and humidity measurements, no dehumidification was being performed by the A/C system. Room humidity was in the upper- 40% to mid-50% range and was apparently being controlled by the portable dehumidifier.
- A few observations: The capacity and temperature/humidity profiles were about the same as the ones logged earlier in the year. For most of the day, the supply temperature was too high to do any significant amount of latent cooling (dehumidification). During the day, the unit was running, but the compressor was running at a reduced capacity to respond to the thermostat setting. This means that the equipment is significantly oversized for the load even during a design day (maximum outdoor temperature and humidity). It appeared that the capacity reduction resistor had little effect on the overall capacity of the equipment.

Apartment 222:

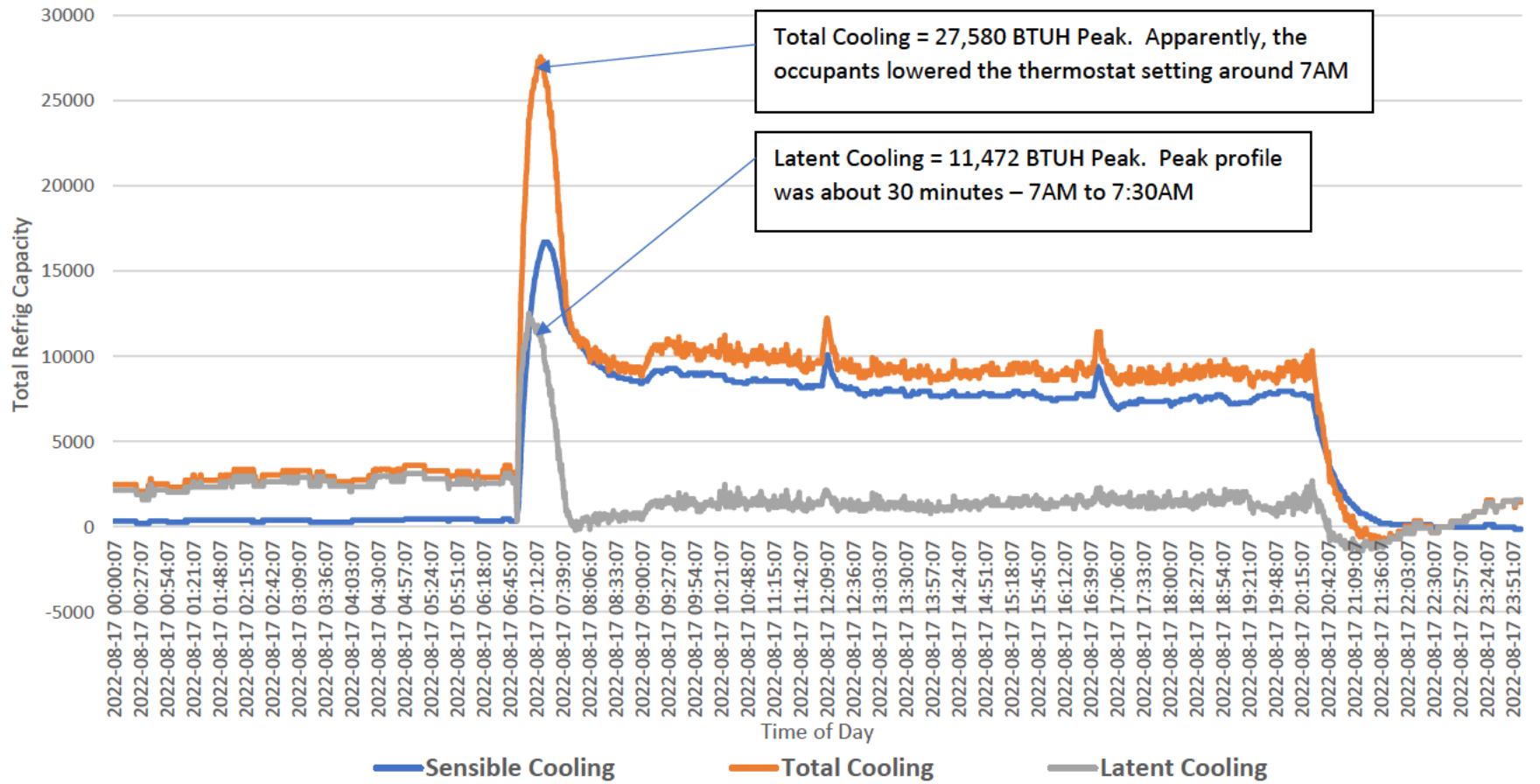
- This unit was graphed for total and latent refrigeration capacity as well as supply air temperature versus return air dew point temperature (attached). The refrigeration capacity and temperature profiles are much the same as the others. When the data loggers were set, it was noted that the thermostat was set to 65 degrees and the room temperature was noted to be 63 degrees as read on the thermostat. The thermostat set point was raised to 69 degrees while installing the data loggers.
- Supply air temperature stayed in the mid-50s to mid-60s, and relative humidity was fairly consistent from 70 to 75% with return temperatures in the mid-60s. Total capacity averaged around 5500 BTUH which is consistent with the stated minimum capacity of the equipment. Brief capacity peaks reached slightly over 9000 BTUH, but only for a few minutes. There was very little dehumidification taking place except for a few brief spikes.
- There was virtually no latent cooling at all (lower line on the attached cooling chart) except for a few momentary spikes when the compressor sped up.
- The brief excursions of capacity below zero indicated the space cooled off too much and the fan likely cycled off with supply temperature rising higher than the return temperature.
- Observation: Although the room temperature was very low and the recorded temperature was several degrees colder than the thermostat set point, the data indicates that the equipment is significantly oversized for the load of the space in that the 24,000 BTUH unit 'idled' around 5500 BTUH for most of the day. Again, this reduced capacity measurement is consistent with the product data which indicates the minimum capacity is 5500 BTUH.

None of the observations, findings, or measurements changed my opinions stated in my initial report of May 24, 2022. I specifically reserve the right to amend, modify and/or supplement this report as my investigation continues into this matter.

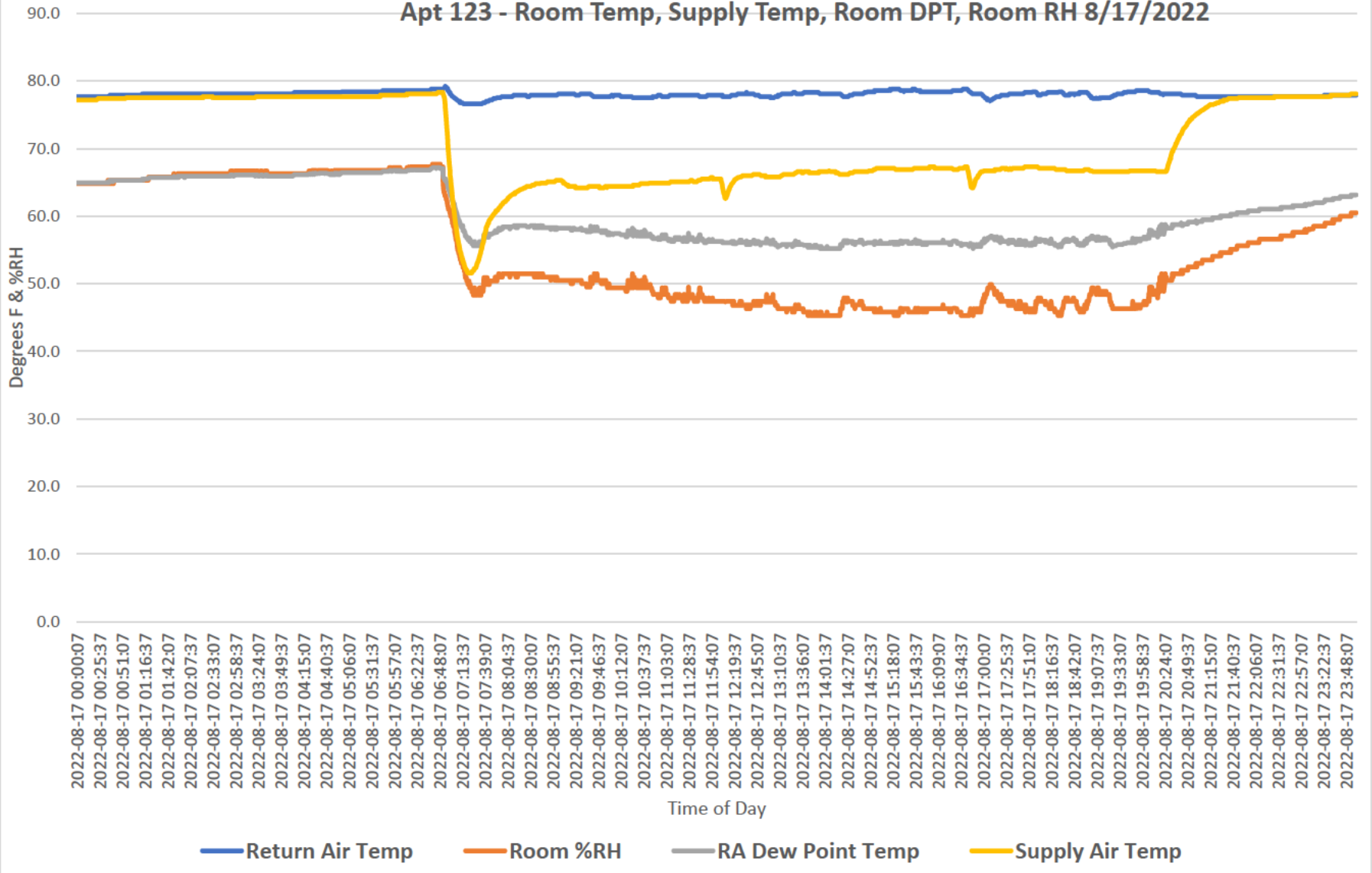
End

Charting Attached

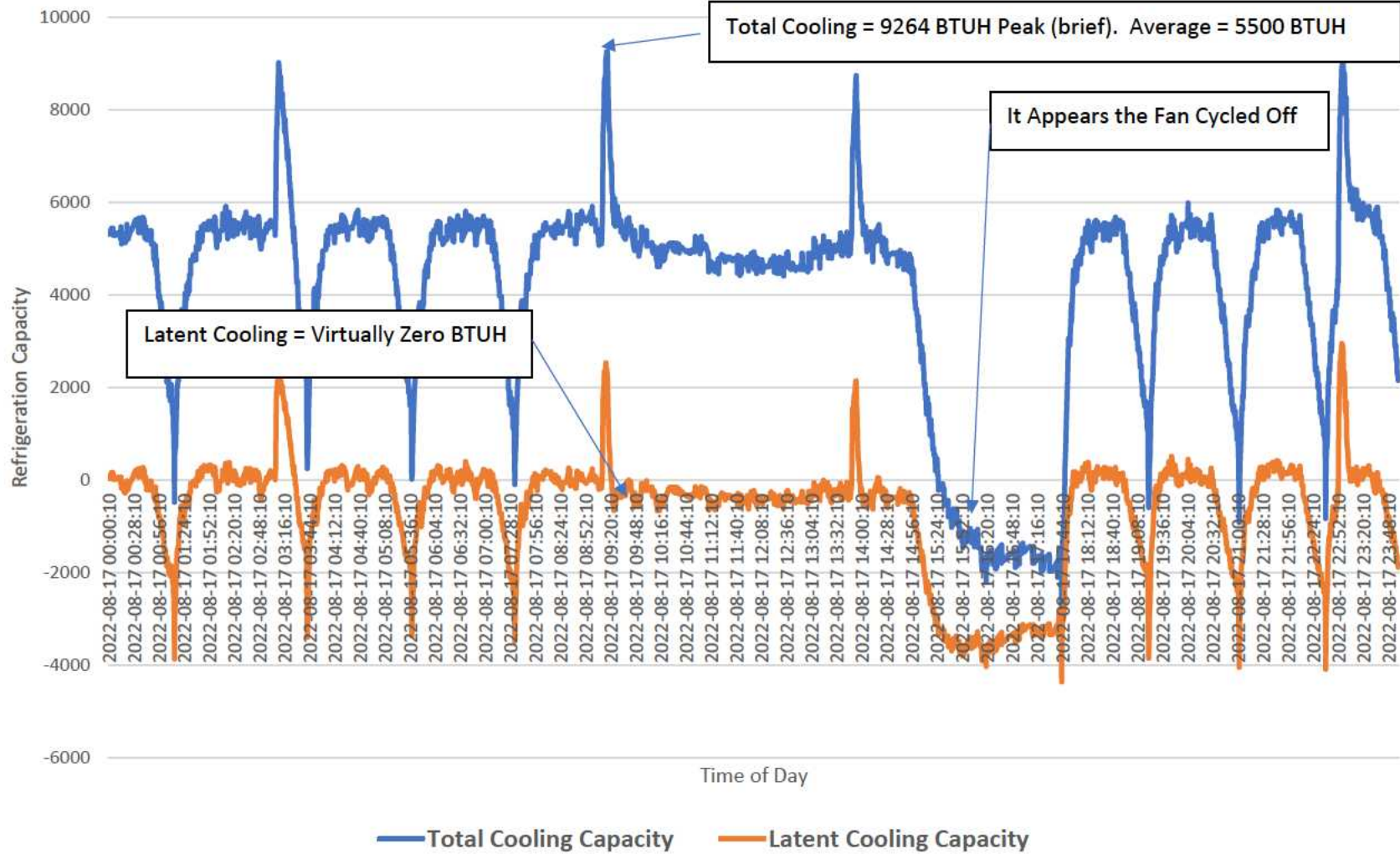
Apt 123 - 2BR Refrig Capacity 8/17/2022



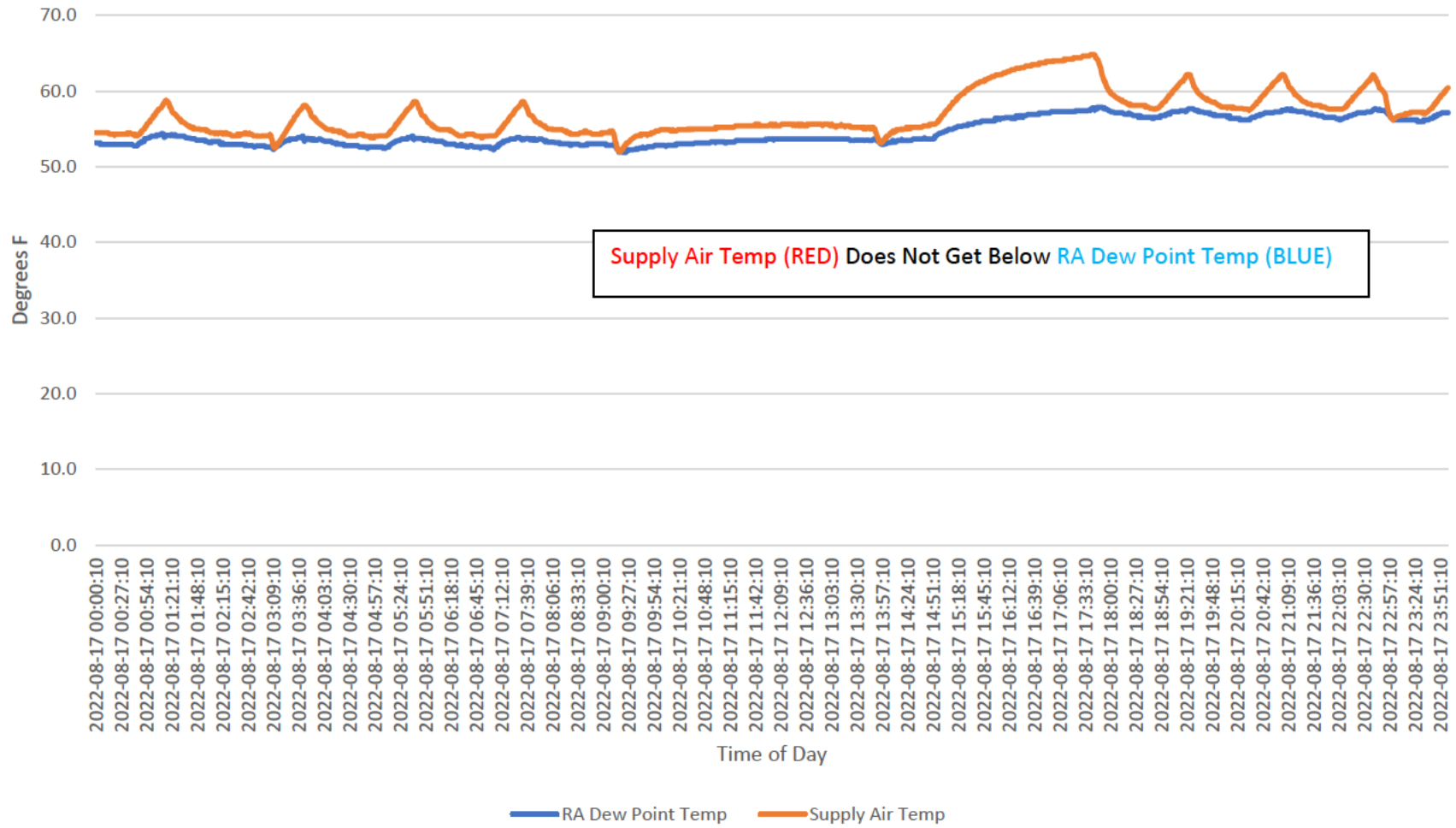
Apt 123 - Room Temp, Supply Temp, Room DPT, Room RH 8/17/2022



APARTMENT 222 - TOTAL AND LATENT COOLING CAPACITY 8/17/2022



APARTMENT 222 - SUPPLY AIR TEMP VS. RA DEW POINT 8/17/2022



Supplemental Report 2

October 4, 2022

Prepared by: Thomas R. Alexander, P.E., Talex Engineers, TX Firm 3271

Response to HMG letter of September 15, 2022:



1. The argument presented in the HMG letter is about human comfort as it relates to ASHRAE Standard 55, titled "Thermal Environmental Conditions for Human Comfort". HMG used selected data from my data logger reports to show that the selected points are within the 'Comfort Envelope' describe in the ASHRAE Standard.
2. The plaintiff's complaint has not been about thermal comfort, but about mold growth due to chronically high relative humidity, which is generally considered greater than 65% relative humidity, for extended periods of time. Mold growth was abundant (and thoroughly documented) in 2021 but not so much in 2022 when our temperature and humidity measurements were made.
3. My temperature and humidity readings were made in a relatively dry year. According to the local weather news, 2022 so far (to date) has been the 26th driest year in history. I do not have the numerical comparison of 2021 to 2022, but according to dewpoint charts from Weather Underground, 2021 was a much more humid year than 2022 to date.
4. The control of the air conditioning systems is by room thermostats that sense only room temperature. The controls do not sense humidity. The function of dehumidification is by cooling the room air below the room dew point temperature so that the moisture is condensed out of the room air onto the cooling coil and sent down the drain. The oversized units as installed in the subject facility have the capability and excess capacity of satisfying the set point of the thermostat without lowering the air temperature below the dew point temperature, and therefore very little moisture removal (dehumidification) is taking place. As a result, the conditioned spaces stay very humid with chronically high relative humidity.
5. If the units had been sized in close accordance with the EOR's calculated load (around a half of a ton of cooling instead of the 2-ton units actually installed) there would be less air moving through the air conditioners and the coil temperature would have been lower to satisfy the cooling load requirement of the occupied spaces. The result of having a properly sized unit would be that the cooling coil temperature would be below the room air dew point temperature and the system would adequately dehumidify the conditioned space to keep the relative humidity to a reasonable level – 50 to 60%RH.
6. Much of the data gathered during our measurement periods shows chronically high humidity in most of the tested apartments, greater than 65% and up to over 80% for long periods of time even in this dry year.
7. HMG's statement that simply raising the thermostat set point in Apartment 222 from 63°F to 72°F would place the operating point more in the center of the ASHRAE Standard 55 'comfort zone' is not quite accurate. The difference is that by raising the thermostat significantly, the air conditioning system would sense that the cooling load is satisfied and simply turn off until the space heated up from the lower temperature (63°F) a degree or so above the set point of the thermostat, i.e., the space temperature would not immediately change from 63 to 75°F.

Depending upon the outdoor temperature and the interior cooling load (appliances running, people, light, etc.), it may take hours to over half a day for the space to warm to the new set point and turn the unit back on. In the meantime, along with the heat coming in to raise the room temperature, moisture would tend to equalize with the outside humidity, and the interior humidity level (dew point) would rise. This means both the temperature and dew point of the interior space would rise and more likely than not be at a higher point in the 'comfort zone' than indicated in the HMG letter report.

8. Actual measurements of the as-installed systems, not simply theoretical calculations, clearly show that the present systems are incapable of adequately dehumidifying the occupied spaces to prevent future microbial growth.
9. When (not if) the next normally humid seasonal warm weather occurs, there will be mold growth again if nothing is done to correctly size the HVAC systems in this facility.

End