

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**AGREEMENT FOR SERVICES**

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Restoration Specialists, a Texas Limited Liability Company (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment and services (collectively the “Services”) described in the Contract Documents (hereinafter defined) for HVAC Duct Cleaning Services at Allen City Hall, the Municipal Court/Parks & Recreation building and the Municipal Service Center (the “Project”); and

**WHEREAS**, the Contractor desires to provide the labor, goods, materials, equipment, installation and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”); and

**WHEREAS**, the City has procured this Agreement through the Buy Board contract #591-19;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term; Termination**

1.1     Term. The term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2     Termination. This Agreement may be terminated upon any one of the following:

- (a)     by written agreement of the Parties;
- (b)     upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c)     upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

## **Article II**

### **Scope of Work; Contract Documents**

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Contractor's Proposal attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

## **Article III**

### **Project Scope of Work**

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents for the Services. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a TCEQ approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.5 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

3.6 Contractor Representations. Contractor represents and covenants that its forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.7 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.8 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear;

protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.9 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.10 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.11 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

## **Article IV**

### **Compensation and Method of Payment**

#### **4.1 General.**

(a) Contract Price. City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One Hundred Eighty Seven Thousand, Six Hundred Ninety Dollars and Seventy Two Cents (\$187,690.72) (the "Contract Price") to be paid as set forth herein.

(b) Payment of the Contract Price. Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the

Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5<sup>th</sup> calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders and the amount of the Contract Price remaining to be paid.

4.2 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.3 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

## **Article V**

### **Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Work to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Eric Ellwanger  
City Manager  
City of Allen, Texas  
3rd Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013  
214.509.4110 - telephone  
214.509.4118 - fax

With a copy to:

Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201  
214.965.9900 – telephone  
214.965.0010 – facsimile

If intended for Contractor:

Restoration Specialists, LLC  
Attn: David DeMattia  
4808 Simonton Road  
Farmers Branch, TX 75244  
214.637.2200 - telephone  
214.637.2205 - fax

#### 6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability

insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a “following form basis.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

#### 6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES



ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of

any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

**ATTEST:**


By: \_\_\_\_\_  
Shelley George, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this 30 day of November, 2020.

**RESTORATION SPECIALISTS, LLC**

By:  \_\_\_\_\_  
David DeMattia, President

# EXHIBIT A

## RESTORATION SPECIALISTS

4808 Simonton Road  
Dallas Texas 75244  
214-637-2200  
RS1967.com



GREAT WORK FIRST TIME EVERY TIME  
Since 1967

## City of Allen DUCT CLEANING PROJECT Proposal November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013





# **CITY OF ALLEN DUCT CLEANING PROJECT**

MCPAR, City Hall, Allen Public Library, and Municipal Service Center

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5. Safety Data Sheets

## RESTORATION SPECIALISTS

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Dallas Texas 75244  
214-637-2200  
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# City of Allen DUCT CLEANING PROJECT MCPAR and City Hall Proposal November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013



# **MCPAR – CITY HALL**

## **Duct Cleaning Proposal**

November 16, 2020  
City of Allen  
Mr. Ashley McDaniel  
Facilities Project Manager  
City of Allen  
305 Century Parkway  
Allen, Texas 75013

Reference: Duct Cleaning Proposal MCPAR – City Hall

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at MCPAR and City Hall

### **Duct Cleaning Summary Scope of Work**

Project ID MCPAR - City Hall	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

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### **The following will be performed in all City of Allen buildings in this proposal:**

- Clean all flex, spiral, and metal duct smaller than 30" x 30" will be cleaned utilizing a mechanical brushing system in conjunction with a HEPA filtered negative air collection device. Vertical runs of larger duct will also be cleaned using this method
- Flex duct will be accessed through partial or total removal of lay in diffusers. Ducts leading to linear diffusers will be brushed from the main trunk
- Metal duct larger than 30"X 30" will be accessed via a 16" access hole and horizontal ductwork will be hand vacuumed. The access hole will be patched with 20-gauge galvanized sheet metal patches.
- Clean interiors of all air handlers, to include evaporator coils, fan housings and blades, and vacuuming of insulation.
- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

### **General Requirements**

1. Project completion deadline 12-31-20
2. All work in the City Council Chamber must be completed and cleaned by 5PM on Tuesdays
3. City of Allen will be responsible for providing access to crews for all designated work areas
4. CJIS clearance paperwork for persons working in the Dispatch and Courts areas of the MCPAR has a 72-hour turnaround time for processing

## General Requirements

5. No work may take place on Christmas Eve or Christmas Day
6. Work in the 911 Dispatch Area will be scheduled in the evenings, with Sunday night being preferential. City workers will be present in the space during the clean and for noise reasons equipment will be set up outside the room, running necessary lines through the door or ceiling. Additionally, no chemicals will be used in this space that would require workers to leave the space while cleaning takes place
7. Work done in the courtroom itself of MCPAR may work from Friday through Sunday.
8. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
9. Invoicing for City Campus and Municipal Service Center must be received no later than December 18<sup>th</sup> 2020
10. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
11. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
12. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
13. Additional charges will be applied if invoice is paid with a credit card
14. Any work not specifically included in this proposal, is excluded
15. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

RS proposes to perform the MCPAR and City Hall duct cleaning for a sum total of \$108,860.62 Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,  
David

DAVID DeMATTIA  
President  
972.839.0976 Mobile  
214.637.2200 24/7 Emergency  
[David.DeMattia@RS1967.com](mailto:David.DeMattia@RS1967.com)  
[www.RS1967.com](http://www.RS1967.com)  
[www.linkedin.com/in/daviddemattia](https://www.linkedin.com/in/daviddemattia)



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Since 1967



## RESTORATION SPECIALISTS

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Since 1967

# City of Allen DUCT CLEANING PROJECT Allen Public Library Proposal November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013



# ALLEN PUBLIC LIBRARY

## Duct Cleaning Proposal

November 16, 2020  
City of Allen  
Mr. Ashley McDaniel  
Facilities Project Manager  
City of Allen  
305 Century Parkway  
Allen, Texas 75013

Reference: Duct Cleaning Proposal Allen Public Library

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at Allen Public Library.

### Duct Cleaning Summary Scope of Work

Project ID Allen Public Library	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

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- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

### General Requirements

1. City of Allen will be responsible for providing access to crews for all designated work areas
2. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
3. Invoicing for City Campus and Municipal Service Center must be received no late than December 18<sup>th</sup> 2020
4. Library work must take place after 6PM Wednesday Through Friday, or 7AM to 7PM on Saturday or Sunday. Once a work schedule has been final approved, City of Allen has pre-approved additional work time availability on Mondays and Tuesdays from 8pm to 5am

## General Requirements

5. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
6. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
7. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
8. Additional charges will be applied if invoice is paid with a credit card
9. Any work not specifically included in this proposal, is excluded
10. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned

RS proposes to perform the Allen Public Library duct cleaning for a sum total of \$52,553.40. Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,  
David

DAVID DeMATTIA  
President  
972.839.0976 Mobile  
214.637.2200 24/7 Emergency  
[David.DeMattia@RS1967.com](mailto:David.DeMattia@RS1967.com)  
[www.RS1967.com](http://www.RS1967.com)  
[www.linkedin.com/in/daviddemattia](http://www.linkedin.com/in/daviddemattia)



## RESTORATION SPECIALISTS

4808 Simonton Road  
Dallas Texas 75244  
214-637-2200  
RS1967.com



GREAT WORK FIRST TIME EVERY TIME  
Since 1967

# City of Allen DUCT CLEANING PROJECT Municipal Service Center Proposal November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013



# MUNICIPAL SERVICE CENTER

## Duct Cleaning Proposal

November 16, 2020  
City of Allen  
Mr. Ashley McDaniel  
Facilities Project Manager  
City of Allen  
305 Century Parkway  
Allen, Texas 75013

Reference: Duct Cleaning Proposal Municipal Service Center

Dear Mr. McDaniel,

Restoration Specialists, LLC (RS) is pleased to submit this proposal for the work to be performed that includes supervision, labor, materials and equipment for the duct cleaning at Municipal Service Center.

### Duct Cleaning Summary Scope of Work

Project ID Municipal Service Center	Job Location: Allen, Texas
Date 11-6-20	Draft Confidential
Company: RS	Name: David DeMattia
E-Mail: David.DeMattia@RS1967.com	972.839.0976 Mobile

---

### The following will be performed in all City of Allen buildings in this proposal:

- Clean all flex, spiral, and metal duct smaller than 30" x 30" will be cleaned utilizing a mechanical brushing system in conjunction with a HEPA filtered negative air collection device. Vertical runs of larger duct will also be cleaned using this method
- Flex duct will be accessed through partial or total removal of lay in diffusers. Ducts leading to linear diffusers will be brushed from the main trunk
- Metal duct larger than 30"X 30" will be accessed via a 16" access hole and horizontal ductwork will be hand vacuumed. The access hole will be patched with 20-gauge galvanized sheet metal patches.
- Clean interiors of all air handlers, to include evaporator coils, fan housings and blades, and vacuuming of insulation.
- Clean all fan coil units, including evaporator coils and interiors
- Clean interior of all reheat coils, including brushing of coils. Electric heat strips will not be brushed or washed.

Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

### General Requirements

1. Project completion deadline 12-31-20
2. City of Allen will be responsible for providing access to crews for all designated work areas
3. City of Allen will provide designating equipment staging areas and parking areas for service vehicles
4. Invoicing for City Campus and Municipal Service Center must be received no later than December 18<sup>th</sup> 2020.

## General Requirements

5. No work may take place on Christmas Eve or Christmas Day
6. As needed, the City of Allen will exclusively be responsible for de-energizing and re-charging all units during the implementation of this work
7. All discarded and disposable items will be bagged in 6 Mil poly bags and placed in a covered gondola or cart for removal. City of Allen will be responsible for providing all designated egress routes for the removal of all disposable items. RS will remove all discarded items following City of Allen's designated egress routes
8. Sales tax, payment and performance bonds are excluded. Prices good for thirty (30) days
9. Additional charges will be applied if invoice is paid with a credit card
10. Any work not specifically included in this proposal, is excluded
11. Note: Ducts or trunks above hard ceilings or behind walls may not be able to be accessed for cleaning. Additionally, ducts, diffusers, or trunks over stairs or areas that are inaccessible by ladders or scissor lifts may not be cleaned.

RS proposes to perform the Municipal Service Center duct cleaning for a sum total of \$26,276.70. Pricing is valid for 30 days. All work shall be completed pursuant to BuyBoard contract #591-19.

Thank you for this opportunity and we appreciate your thoughtful consideration of our proposal.

As always, please contact me anytime as needed.

Sincerely,  
David

DAVID DeMATTIA  
President  
972.839.0976 Mobile  
214.637.2200 24/7 Emergency  
[David.DeMattia@RS1967.com](mailto:David.DeMattia@RS1967.com)  
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# City of Allen DUCT CLEANING PROJECT Schedule of Work - Non Date Specific November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013



DUCT CLEANING PROJECT

Schedule of Work

Non-Date Specific

November 11, 2020

PROJECT LOCATION	REQUIRED DAYS FOR COMPLETION
MCPAR	12/31/20 Deadline
City Hall	12/31/20 Deadline
Allen Public Library	6
Service Center	12/31/20 Deadline
TOTAL COMPLETION DAYS	6 Days Allen Public Library



## RESTORATION SPECIALISTS

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# City of Allen DUCT CLEANING PROJECT Safety Data Sheets November 16, 2020



## City of Allen

305 Century Parkway  
Allen, Tx, 75013





# SAFETY DATA SHEET

## 1. Product and Company Identification

Product identifier	NU-BRITE (4291-01, 4291-05, 4291-08, 4891-08)
Other means of identification	Not available
Recommended use	Coil Cleaner
Recommended restrictions	None known.
Manufacturer information	Nu-Calgon 2611 Schuetz Road St. Louis, MO 63043 US Phone: 314-469-7000 / 800-554-5499 Emergency Phone: 1-800-424-9300 (CHEMTREC)
Supplier	See above.

## 2. Hazards Identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
Environmental hazards	Not classified.	
WHMIS 2015 defined hazards	Not classified	
Label elements		



Signal word Danger

Hazard statement  
May be corrosive to metals.  
Causes severe skin burns and eye damage.

### Precautionary statement

#### Prevention

Keep only in original packaging.  
Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.

#### Response

Absorb spillage to prevent material-damage. IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor. Specific treatment (see information on this label).

#### Storage

Store in a corrosion resistant container with a resistant inner liner.  
Store locked up.

#### Disposal

Dispose of contents/container in accordance with local/regional/national/international regulations.

WHMIS 2015: Health Hazard(s)  
not otherwise classified  
(HHNOC)

None known

WHMIS 2015: Physical  
Hazard(s) not otherwise  
classified (PHNOC)

None known

Hazard(s) not otherwise  
classified (HNOC)

None known.

Supplemental information

Not applicable.

## 3. Composition/Information on Ingredients

### Mixture

Chemical name	Common name and synonyms	CAS number	%
Sodium hydroxide		1310-73-2	15-40*

**Composition comments**

US GHS: The exact percentage (concentration) of composition has been withheld as a trade secret in accordance with paragraph (i) of §1910.1200.  
\*CANADA GHS: The exact percentage (concentration) of composition has been withheld as a trade secret.

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**4. First Aid Measures**

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<b>Inhalation</b>	IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.
<b>Skin contact</b>	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Specific treatment (see information on this label). Wash contaminated clothing before reuse. Immediately call a POISON CENTER/doctor.
<b>Eye contact</b>	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.
<b>Ingestion</b>	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER/doctor.
<b>Most important symptoms/effects, acute and delayed</b>	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Symptoms may be delayed.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. If you feel unwell, seek medical advice (show the label where possible). Show this safety data sheet to the doctor in attendance. Use of an impervious apron is recommended. Avoid contact with eyes and skin. Wear rubber gloves and chemical splash goggles. Keep out of reach of children.

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**5. Fire Fighting Measures**

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<b>Suitable extinguishing media</b>	Treat for surrounding material.
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	Firefighters should wear a self-contained breathing apparatus.
<b>Special protective equipment and precautions for firefighters</b>	Firefighters should wear full protective clothing including self-contained breathing apparatus.
<b>Fire-fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>Hazardous combustion products</b>	May include and are not limited to: Oxides of carbon.

---

**6. Accidental Release Measures**

---

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep out of low areas. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	Large Spills: Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb spillage to prevent material damage. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.  Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use.  Never return spills to original containers for re-use.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground. Do not discharge into lakes, streams, ponds or public waters.

---

**7. Handling and Storage**

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<b>Precautions for safe handling</b>	Avoid prolonged exposure. Wear appropriate personal protective equipment. Wash thoroughly after handling. Ensure adequate ventilation. Do not get in eyes, on skin or on clothing. Use good industrial hygiene practices in handling this material. Keep container tightly closed. Avoid breathing vapors or mists of this product.
--------------------------------------	---

**Conditions for safe storage, including any incompatibilities**

Store locked up. Store in a corrosion resistant container with a resistant inner liner. Store in a closed container away from incompatible materials. Keep only in the original container. Store in a cool, dry place out of direct sunlight. Store away from incompatible materials (see Section 10 of the SDS).

---

**8. Exposure Controls/Personal Protection**

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**Occupational exposure limits****Canada. Alberta OELs (Occupational Health & Safety Code, Schedule 1, Table 2)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Canada. British Columbia OELs. (Occupational Exposure Limits for Chemical Substances, Occupational Health and Safety Regulation 296/97, as amended)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Canada. Manitoba OELs (Reg. 217/2006, The Workplace Safety And Health Act)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Canada. Ontario OELs. (Control of Exposure to Biological or Chemical Agents)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Canada. Quebec OELs. (Ministry of Labor - Regulation Respecting the Quality of the Work Environment)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Canada. Saskatchewan OELs (Occupational Health and Safety Regulations, 1996, Table 21)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

**US. ACGIH Threshold Limit Values**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Exposure guidelines**

Chemicals listed in section 3 that are not listed here do not have established limit values for ACGIH.

**Appropriate engineering controls**

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

Wear chemical goggles.

**Skin protection****Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

**Other**

Wear appropriate chemical resistant clothing. As required by employer code. Rubber apron recommended.

<b>Respiratory protection</b>	Avoid breathing mists or vapors. Where exposure guideline levels may be exceeded, use an approved NIOSH respirator. Respirator should be selected by and used under the direction of a trained health and safety professional following requirements found in OSHA's respirator standard (29 CFR 1910.134), CAN/CSA-Z94.4 and ANSI's standard for respiratory protection (Z88.2).
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Wash hands before breaks and immediately after handling the product.

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## 9. Physical and Chemical Properties

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<b>Appearance</b>	Liquid
<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid.
<b>Color</b>	Blue
<b>Odor</b>	Characteristic, Mild
<b>Odor threshold</b>	Not available.
<b>pH</b>	12.7 (1%) 14 (Concentrate)
<b>Melting point/freezing point</b>	32 °F (0 °C)
<b>Initial boiling point and boiling range</b>	212 °F (100 °C)
<b>Pour point</b>	Not available.
<b>Specific gravity</b>	1.24
<b>Partition coefficient (n-octanol/water)</b>	Not available
<b>Flash point</b>	None to boiling
<b>Evaporation rate</b>	Equal to water
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available
<b>Flammability limit - upper (%)</b>	Not available
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	Not available
<b>Vapor density</b>	Not available
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	Complete
<b>Auto-ignition temperature</b>	Not available
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Water thin
<b>Other information</b>	
<b>Bulk density</b>	10.36 lb/gal
<b>VOC (Weight %)</b>	None

---

## 10. Stability and Reactivity

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<b>Reactivity</b>	Reacts violently with acids. This product may react with oxidizing agents.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Chemical stability</b>	Stable under recommended storage conditions.
<b>Conditions to avoid</b>	Do not mix with other chemicals. Hazardous vapours may be produced when mixed with chlorinated detergents or sanitizers.
<b>Incompatible materials</b>	Oxidizing agents. Acids.
<b>Hazardous decomposition products</b>	May include and are not limited to: Oxides of carbon.

---

## 11. Toxicological Information

---

Routes of exposure	Eye, Skin contact, Inhalation, Ingestion.	
Information on likely routes of exposure		
Ingestion	Causes digestive tract burns.	
Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system.	
Skin contact	Causes severe skin burns.	
Eye contact	Causes serious eye damage.	
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.	
Information on toxicological effects		
Acute toxicity		
Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Not available	
Inhalation		
LC50	Not available	
Oral		
LD50	Rabbit	325 mg/kg, ECHA
Skin corrosion/irritation	Causes severe skin burns and eye damage.	
Exposure minutes	Not available.	
Erythema value	Not available.	
Oedema value	Not available.	
Serious eye damage/eye irritation	Causes serious eye damage.	
Corneal opacity value	Not available.	
Iris lesion value	Not available.	
Conjunctival reddening value	Not available.	
Conjunctival oedema value	Not available.	
Recover days	Not available.	
Respiratory or skin sensitization		
Canada - Alberta OELs: Irritant		
Sodium hydroxide (CAS 1310-73-2)	Irritant	
Respiratory sensitization	Not available.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Mutagenicity	Non-hazardous by WHMIS/OSHA criteria.	
Carcinogenicity	Non-hazardous by WHMIS/OSHA criteria.	
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	Non-hazardous by WHMIS/OSHA criteria.	
Teratogenicity	Non-hazardous by WHMIS/OSHA criteria.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not available.	
Chronic effects	Prolonged inhalation may be harmful. Non-hazardous by WHMIS/OSHA criteria.	

---

## 12. Ecological Information

---

<b>Ecotoxicity</b>	Components of this product have been identified as having potential environmental concerns. See below
--------------------	---

**Ecotoxicological data****Components****Species****Test Results**

Sodium hydroxide (CAS 1310-73-2)

**Aquatic**

Crustacea

EC50

Water flea (*Ceriodaphnia dubia*)

34.59 - 47.13 mg/L, 48 hours

Fish

LC50

Western mosquitofish (*Gambusia affinis*)

125 mg/L, 96 hours

**Persistence and degradability**

No data is available on the degradability of this product.

**Bioaccumulative potential**

No data available.

**Mobility in soil**

No data available.

**Mobility in general**

Not available.

**Other adverse effects**

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

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**13. Disposal Considerations**

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**Disposal instructions**

Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container must be disposed of as hazardous waste. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

**Local disposal regulations**

Dispose in accordance with all applicable regulations.

**Hazardous waste code**

The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products**

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

**Contaminated packaging**

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

---

**14. Transport Information**

---

**Transport of Dangerous Goods (TDG) Proof of Classification**

Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.

**U.S. Department of Transportation (DOT)****Basic shipping requirements:**

UN number

UN3266

Proper shipping name

Corrosive liquid, basic, inorganic, n.o.s.

Technical name

Sodium hydroxide

Hazard class

8

Packing group

II

Special provisions

386, B2, IB2, T11, TP2, TP27

Packaging exceptions

154

Packaging non bulk

202

Packaging bulk

242

**Transportation of Dangerous Goods (TDG - Canada)****Basic shipping requirements:**

UN number

UN3266

Proper shipping name

CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.

Technical name

SODIUM HYDROXIDE

Hazard class

8

Packing group

II

Special provisions

16

Packaging exceptions

&lt;1L - Limited Quantity

**IATA/ICAO (Air)****Basic shipping requirements:**

UN number

UN3266

Proper shipping name

Corrosive liquid, basic, inorganic, n.o.s.

Technical name

Sodium hydroxide

Hazard class

8

Packing group

II

**IMDG (Marine Transport)****Basic shipping requirements:**

UN number

UN3266

**Proper shipping name**  
**Technical name**  
**Hazard class**  
**Packing group**

CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.  
Sodium hydroxide  
8  
II

DOT



IATA; IMDG; TDG



---

## 15. Regulatory Information

---

### Canadian federal regulations

This product has been classified in accordance with the hazard criteria of the Hazardous Products Regulations (SOR/2015-17) and the SDS contains all the information required by the HPR.

#### Export Control List (CEPA 1999, Schedule 3)

Not listed.

#### Greenhouse Gases

Not listed.

#### Precursor Control Regulations

Not regulated.

### WHMIS 2015 Exemptions

Not applicable

### US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

#### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

All required substances have been notified to EPA as active.

#### CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

#### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### Hazard categories

Immediate Hazard - Yes  
Delayed Hazard - No  
Fire Hazard - No  
Pressure Hazard - No  
Reactivity Hazard - No

#### SARA 302 Extremely hazardous substance

No

#### SARA 311/312 Hazardous chemical

No

#### SARA 313 (TRI reporting)

Not regulated.

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.



US state regulations

**US - California Hazardous Substances (Director's): Listed substance**

Sodium hydroxide (CAS 1310-73-2) Listed.

**US - Illinois Chemical Safety Act: Listed substance**

Sodium hydroxide (CAS 1310-73-2)

**US - Louisiana Spill Reporting: Listed substance**

Sodium hydroxide (CAS 1310-73-2) Listed.

**US - Minnesota Haz Subs: Listed substance**

Sodium hydroxide (CAS 1310-73-2) Listed.

**US - New Jersey RTK - Substances: Listed substance**

Sodium hydroxide (CAS 1310-73-2)

**US - Texas Effects Screening Levels: Listed substance**

Sodium hydroxide (CAS 1310-73-2) Listed.

**US. Massachusetts RTK - Substance List**

Sodium hydroxide (CAS 1310-73-2)

**US. New Jersey Worker and Community Right-to-Know Act**

Not regulated.

**US. Pennsylvania Worker and Community Right-to-Know Law**

Sodium hydroxide (CAS 1310-73-2)

**US. Rhode Island RTK**

Sodium hydroxide (CAS 1310-73-2)

**US. California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

Inventory status

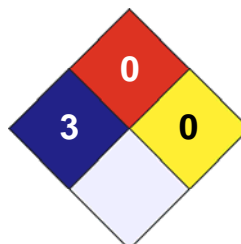
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 3
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

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Other information

For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.