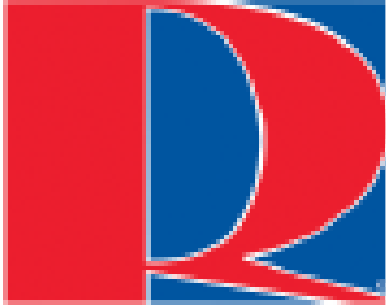


ASBESTOS PROJECT DESIGN



RAYTOWN QUALITY SCHOOLS

**LOCATIONS: EASTWOOD HILLS ELEMENTARY, WESTRIDGE ELEMENTARY,
RAYTOWN MIDDLE SCHOOL**

Prepared for:

Josh Hustad

Director of Facility Operations

Raytown Quality Schools

5911 Blue Ridge Boulevard

Raytown, Missouri 64133

Prepared by:



PO Box 47166

Kansas City, MO 64188

816-678-7894

Project Designer: Glenn Robinson

License #: 7011010322MOPDR4804

March 27, 2023

Asbestos Project Design – Raytown Quality Schools – Various Locations

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Bidding Requirements

SECTION 00100 BID SOLICITATION

PROJECT: Raytown Quality Schools – “Asbestos Abatement”

Eastwood Hills Elementary School
5220 Sycamore Street
Kansas City, Missouri 64129

Westridge Elementary
8500 East 77th Street
Kansas City, Missouri 64138

Raytown Middle School
4900 Pittman Road
Kansas City, Missouri 64133

OWNER: Raytown Quality Schools
5911 Blue Ridge Boulevard
Raytown, Missouri 64133

CONSULTANT: Axiom Service Professionals
PO Box 47166
Kansas City, Missouri 64188

Contractors are invited to submit a lump sum bid, on Bid Form provided, for a General Contract under seal to Owner, at the main receptionist desk at the office of the Raytown Quality Schools at 5911 Blue Ridge Boulevard, Raytown, Missouri 64133 before 10:00 a.m. local time on Tuesday, April 18, 2023 for the above project. Bids received after this time will not be accepted. Mark envelopes “***ASBESTOS ABATEMENT***” ***Raytown Quality Schools***.

Contractors and Sub-contractors may obtain bidding documents on or after April 3, 2023. Documents may be obtained electronically at no charge by e-mail request to priority@axiomservicepros.com or jessicas@axiomservicepros.com.

A mandatory attendance pre-bid conference will be held on Friday, April 7, 2023, beginning at 9:00 a.m. at Eastwood Hills Elementary School located at 5220 Sycamore Street, Missouri 64133. Project review will immediately follow. Attendance of pre-bid meeting and site visit attendance (as a group with Axiom Service Professionals) is prerequisite to acceptance of bid.

Bidder agrees to start abatement work at Westridge Elementary or Eastwood Hills Elementary on May 29, 2023 and to achieve Final Completion no later than June 5, 2023. For the main floor of Raytown Middle School, the bidder agrees to start abatement work on May 29, 2023 and to achieve Final Completion no later than June 12, 2023.

Each school will be awarded under a separate contract to ensure the work can be completed within the timeframe. It is the Owners intent to award the contracts on following board approval on May 2, 2023.

Bids will be required to be submitted under a condition of irrevocability for a period of sixty days after submission. The Owner reserves the right to accept any Bid, to waive irregularities in bids and bidding, and to reject any or all Bids. Prevailing Wage rates as determined by the Missouri Department of Labor and Industrial Relations Division of Labor Standards; shall apply to this project should they meet the requirements of Legislation (HB 1729) as passed by the Missouri General Assembly August 28, 2018.

SECTION 00400 BID FORM

ASBESTOS ABATEMENT

For

Raytown Quality Schools – Various Locations
5911 Blue Ridge Boulevard, Raytown, Missouri 64133

Bid Due Date: Tuesday, April 18, 2023 at 10:00 AM CST

From: _____
(Legal name of bidder, hereinafter called "Bidder")

(Check one of the following.) ☐ A corporation registered in the State of _____.
 ☐ A partnership
 ☐ A sole proprietor

To: Mr. Josh Hustad
 Director of Operations
 Raytown Quality Schools
 5911 Blue Ridge Boulevard
 Raytown, Missouri 64133
 Email: josh.hustad@raytownschools.org

1. The undersigned, having familiarized itself with the scope of work outlined by the Asbestos Project Manual and local conditions effecting the cost of the Work and considered the availability of labor, materials, necessary tools, expendable equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the Work required for the Project and having considered all applicable laws and regulations that protect the environment or human health and safety, all in strict conformance with the Bidding Documents (including Addenda Nos. _____, _____, and _____, the receipt of which is hereby acknowledged), for the lump sums hereinafter proposed.

2. BASE BID FOR STRUCTURE

2.1 BASE BID #1 – Raytown Middle School: All prescribed work outlined by the Asbestos Project Manual and Attachment A, excluding content handling, content moving, content removal, content storage, and content disposal.

A. The Sum of _____ Dollars (\$ _____)
for the work at Raytown Middle School outlined in the Asbestos Project Manual and Attachment A.

2.2 BASE BID #2 – Eastwood Hills Elementary: All prescribed work outlined by the Asbestos Project Manual and Attachment A, excluding content handling, content moving, content removal, content storage, and content disposal.

A. The Sum of _____ Dollars (\$_____) for the work at Eastwood Hills Elementary outlined in the Asbestos Project Manual and Attachment A.

2.3 BASE BID #3 – Westridge Elementary: All prescribed work outlined by the Asbestos Project Manual and Attachment A, excluding content handling, content moving, content removal, content storage, and content disposal.

A. The Sum of _____ Dollars (\$_____) for the work at Westridge Elementary School outlined in the Asbestos Project Manual and Attachment A.

3. UNIT PRICES (add and deduct)

1.	Unit price per 40-yard asbestos dumpster including placement & disposal	Each	\$_____
2.	Unit price Asbestos Laborer:	Per Hour	\$_____
3.	Unit price Asbestos Supervisor:	Per Hour	\$_____
4.	Unit price to remove asbestos floor tile & mastic:	Per SF	\$_____
5.	Unit price to remove asbestos floor tile & mastic under carpet:	Per SF	\$_____
6.	Unit price to remove asbestos floor tile & mastic under 12" floor tile:	Per SF	\$_____
7.	Unit price to remove black mastic under carpet:	Per SF	\$_____
8.	Unit price to remove non-asbestos floor tile:	Per SF	\$_____
9.	Mark-up on materials utilized during T&M work:	%	_____
10.	Unit price for Re-mobilization to site	Per Event	\$_____

4. FEES FOR CHANGES IN THE WORK:

No more than the following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to Work not covered by Unit Prices:

	<u>Profit & Overhead</u>
A. To Contractor for work performed by Contractor's own forces:	10%
B. To Contractor for work performed by other than Contractor's own forces:	5%
C. To Subcontractor for work performed by Subcontractor's own forces:	10%
D. To Subcontractor for work performed by other than Subcontractor's own forces:	5%

Percentages for overhead and profit will not be allowed on applicable taxes and bond premiums.

5. If awarded a Project, Bidder's superintendent and representative will be _____.

The Bidder agrees to furnish all labor, materials and equipment and services required to do, perform and complete Work in accordance with the Contract Documents.

6. The Bidder agrees that Owner reserves the right to accept or reject any or all Bids, Alternates or Unit Prices, and reject a Bid not accompanied by required bid security or by information required by Bidding Documents. Owner can reject a Bid, if in any way incomplete or irregular, and waive irregularities in Bids received and minor discrepancies in the bidding procedures. The following submittals are required with the bid:
 - a. Bid Form
 - b. Bonds (Bid and Performance)
 - c. List of SubContractors
 - d. Affidavit of Compliance with Prevailing Wage Laws
 - e. E-Verify Affidavit
 - f. OSHA 10 Training Affidavit
 - g. Drug and Alcohol Testing Program Affidavit
 - h. Missouri Service Disabled Vetran Business Preference (if applicable)
 - i. Insurance Certificates

Bidder agrees to start abatement work at Base Bid #2 and #3, Westridge Elementary or Eastwood Hills Elementary, on May 29, 2023 and to achieve Final Completion no later than June 5, 2023. For Base Bid #1, the main floor of Raytown Middle School, the bidder agrees to start abatement work on May 29, 2023 and to achieve Final Completion no later than June 12, 2023. The Bidder agrees to pay penalties as specified in General Conditions Paragraph 18. The Liquidated Damages if deemed necessary.

7. CERTIFICATION OF EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION:

The Bidder represents that:

- A. The Bidder will, in all solicitation or advertisement for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.
- B. The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Bidder certifies that they have a written Affirmative Action Plan.

8. CERTIFICATION:

Bidder hereby warrants, represents, and certifies that the following statements are true and correct:

- A. That the Bidder is not delinquent in any real estate, personal property, or earnings taxes assessed against it or which it is obligated to pay to Jackson County.
- B. That no unidentified third party will have an interest in any resulting contract or in the performance of

any work thereunder.

- C. That Bidder does not do business as or operate by any fictitious name except the following:

-
- D. That no official, officer or employee of the Client (or their spouse or dependent children or any business with which any of them are associated) will receive any monetary benefit or financial gain regarding this Bid or any resulting contract; and
- E. That the Bidder's individual officers and key employees have not been convicted of a felony within the last five (5) years immediately preceding the opening of bids or proposals, which felony is related in any way to providing the services and/or items referenced in this Bid or to the competency of the individual or the potential awardee to perform under any resulting contract.
- F. That the Bidder has not been excluded from any Procurement and Non-procurement Programs with the government as identified by the U. S. General Service Administration Office of Acquisition Policy.
- G. That the Bidder is aware of, understands, and has the appropriate expertise, certifications, and licenses to address any issues arising during the course of the Work from any laws or regulations that protect the environment or human health and safety.

9. In submitting this Bid it is understood that the right to reject any and all bids has been reserved by the Owner and that this Bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

Dated this _____ day of _____, 202_____.

(Corporate Seal)

(Name of Bidder)

ATTESTED:

(Address of Bidder)

(Notary)

(Signature of Authorized Officer and Title)

SECTION 00430 BID FORM SUPPLEMENTS – BONDS

BID BOND

Raytown Quality Schools Summer 2023 Asbestos Abatement
School(s): _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____, herein referred to as the Contractor, and _____, as Surety, are held and firmly bound unto Raytown School District, herein after called the Owner, in the sum of 5% of the Lump Sum Base Bid amount for payment of which is lawful money of the United State, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the Contractor has submitted a Bid for the work described in the Asbestos Abatement Specification for the work to be completed at **School(s):** _____

NOW, THEREFORE, if the Contractor shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and if selected as the apparent lowest responsible Bidder, the Contractor shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File a bond with the Owner to guarantee faithful performance, as required by the Bidding Documents.
- (3) Furnish certificates of insurance, affidavits, and all other items as required for submittal by the Bidding Documents.

In the Event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay the Owner an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which the Owner procure the required work covered by said bid, the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the Owner, Surety shall pay reasonable attorneys' fees and costs incurred by the Owner in such suit.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duty authorized thereunto so to do, at _____ on this, the _____ day of _____, 20____.

Contractor

ATTEST:

By

_____(Seal)
Secretary

Surety Company

By _____ (Seal)
Attorney-in-Fact

NOTE:

1. Date on bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the **State of Missouri**.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

PERFORMANCE BOND

Raytown Quality Schools Asbestos Abatement 2023
School(s): _____

KNOW ALL PERSONS BY THESE PRESENTS: That we the undersigned _____ as the Contractor and principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as surety, are held and firmly bound unto the Raytown Quality Schools in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has on the _____ day of _____, 20____, executed a written Agreement with the **Raytown Quality Schools** for furnishing in a good, substantial workmanlike manner all labor, tools, equipment, materials transportation and supplies, for performing all labor, and performing asbestos abatement and demolition as describe in the Agreement and the Contract Documents, all in accordance with Provisions, Specifications, Plans and Contract Documents for Raytown Quality Schools – Asbestos Abatement designated and describe in the Agreement and in accordance with the Contract Documents to include the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents therefor; a copy of the Agreement being attached hereto and made a part hereof.

NOW THEREFORE, if said Contractor shall particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents thereto attached or by reference mad a part thereof, according to the true intend and meaning in each case, upon written acceptance by the Raytown School District of the improvement herein described in substantial compliance with the Contract Documents and upon the effective date of the substantial completion for the work then this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the rems of the Agreement or the Work to be performed thereunder or the General Conditions, Project Special Provisions, Specifications, Plans and other Contract Documents accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term “amendment,” wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Whenever Contractor is declared by the Owner to be in default under the Contract Documents, the Surety may promptly remedy the default or shall within fourteen (14) calendar days from the date of the notice from the Owner:

1. Commence completing the Work of the Agreement in accordance with its terms and conditions. However, Surety may not sue the defaulting Contractor, or any legal reformation of the defaulting

Contractor, to complete the Work and Surety may not use any of the subcontractors of the defaulting Contractor to complete the Work without the written consent of the Owner, or _____.

2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the Owner and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an Agreement between such bidder and the Owner, and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other cost and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Agreement and any amendments thereto, less the amount properly paid by the Owner to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or successors of the Owner.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20____.

Contractor/Principal

ATTEST:

_____ By

_____ (Seal)

Secretary

Surety Company

By _____ (Seal)
Attorney-in-Fact

NOTE:

5. Date on bond must not be prior to date of contract.
6. If Contractor is partnership, all partners should execute bond.
7. Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the **State of Missouri**.
8. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

Contract Forms

SECTION 00520 AGREEMENT FORM

Agreement between the Owner and Contractor

This agreement is made and entered into this ____ day of _____, 20____, by and between the Raytown Quality Schools, hereinafter the “Owner, and _____, hereinafter the “Contractor”.

The Owner has caused to be prepared, in accordance with the law, Bid Solicitation, Asbestos Project Design, Bid Form, General Condition, other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents, which are incorporated into this Agreement by reference herein, and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for providing materials, labor, tools, equipment, and transportation necessary for, and in connection with, the project specifications and in accordance with the terms of this Agreement; and

The Contractor has submitted a sealed Bid to the Owner, in the manner and at the date and time specified, in response to the advertisement and in accordance with the terms of this Agreement; and

The Owner, in the manner prescribed by law, has publicly opened, examined, and evaluated the Bids submitted, and as a result of this process has determined and declared the Contractor to be the lowest responsible bidder for the abatement as described in the project specifications within the Asbestos Project Design. The Owner has awarded a contract to the Contractor that has set forth the terms and conditions in this Agreement for the sum(s) named in the Bid attached to and made a part of this Agreement. To the extent any portion of the attached Bid is inconsistent with or conflicts with this Agreement, this Agreement will control.

Therefore, in consideration of the compensation to be paid to the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to complete the work as designated by the Contract Documents and as outlined the Asbestos Project Design Base Bid(s) _____, all together with this Agreement form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good substantial and workmanlike manner to the entire satisfaction of the Owner, and in accordance with the laws of the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work outlined in this Contract, and the Contractor will accept in full compensation the sum of _____ Dollars (\$_____) for all work covered by and included in the Contract award and designated in Article I. This sum may be adjusted as outlined by the unit pricing within the Bid Form. The entire unpaid balance of the Contract Sum shall be made by the Owner to the Contractor at completion of the contracted work. Payment shall be made in cash or its equivalent.

ARTICLE III. The Contractor shall commence work upon the date stated in the Bid Solicitation and will complete all work covered by this Contract within the dates specified on the Bid Solicitation. Accordingly, liquidated damages (if applicable) shall be assessed against the Contractor in the amount specified within the General Conditions (Section 00700).

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the Contract or any portion without previous written consent of the Owner, unless delegations are outlined within the Subcontractor List. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds (if applicable).

ARTICLE V. Contractor specifically acknowledges and confirms that: (1) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; (2) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (3) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage (as applicable).

ARTICLE VI. Contractor agrees to indemnify, defend and hold Owner, its board members, administrators, employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Contractor and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Contractor's and/or its employees, directors, agents, subcontractors and/or consultants performance under this Agreement. Contractor shall defend such allegations through counsel chosen by the Contractor with the advice and approval of the Owner such approval not to be unreasonably withheld. Contractor's obligations under this paragraph shall survive the expiration or termination of this Agreement for any reason.

ARTICLE VII. Miscellaneous.

Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute (collectively "Labor Dispute") in connection with the work of the other contractors, subcontractors, Owner or any other party other than Contractor, the Contractor will continue to perform the Work without interruption or delay, contingent upon Owner providing a picket-free entrance. In the case of a Labor Dispute directed at Contractor, Contractor shall determine its own course of action to ensure continued performance of the Work. In the event Contractor delays or interrupts performance of the Work because of a Labor Dispute, Owner may terminate this Contract after giving forty-eight (48) hours written notice of an intent to do so, or Owner may invoke any of the rights set forth elsewhere in the Contract Documents.

Contractor shall ensure that each worker on the site of the Work is paid the then current prevailing wage, as determined by the State in which the Project is located, if applicable. Not less than the prevailing hourly rate of wages specified under Sections 290.210-290.340 (Mo. Rev. Stat.) and set out in the Wage Determination provided in the Project Manual shall be paid to all workers performing Work under this Contract. Contractor shall provide certified payroll and other documentation required by the Missouri Prevailing Wage Statutes.

Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects (Missouri Revised Statute 107.170) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract. The bonds shall be written on a form and by a surety acceptable to the Owner and the Construction Manager. The surety must be rated A- or better with a treasury rating less than or equal to the face value of the bond.

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, the Contractor shall affirm that it is enrolled in such a federal work authorization program and shall provide a sworn affidavit to that effect, which affidavit shall also state that the Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner in the form attached as Exhibit F. The Contractor shall also provide such additional documentation as is requested by the Owner to confirm the foregoing.

Contractor shall comply with Missouri Revised Statute 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project. Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employed by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training.

The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and/or legal expenses to the extent the party succeeds in such proceeding.

Contractor shall comply with Missouri Revised Statute 161.371 and shall establish and implement a random drug and alcohol testing program which shall be administered by a laboratory duly certified by the U.S. Department of Health and Human Services or similar agency approved by the State of Missouri. Such program will require notification to the employer and employee of the results of any positive drug or alcohol test, Contractor shall immediately take appropriate action with respect to such employee in order to protect the safety of the students, and the Owner shall be notified of the action taken to protect the safety of the students as a result of such positive test result. All costs of the program of screening and testing workers for alcohol and controlled substances, as well as all costs for administration of such drug and alcohol testing program shall be paid by Contractor and not Owner.

Every transient employer as defined in Missouri Revised Statute 285.230 must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

ARTICLE VIII. It is agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third-party beneficiary relationship and does not authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions in this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE IX. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE X. This Agreement is entered into, under the pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri. Venue for any lawsuit related to or arising out of this Agreement will be in the Circuit Court of Jackson County, Missouri, or the United States District Court for the Western District of Missouri. The parties expressly waive any claims of forum non conveniens.

ARTICLE XI. Should any provisions of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XII. All notices required under this Agreement shall be sent via U.S. main, first class, postage prepaid, personal delivery, or other nationally recognized courier service to the following.

If to the Owner:

Raytown Quality Schools
5911 Blue Ridge Boulevard
Raytown, Missouri 64133

If to the Contractor:

The Owner has drafted this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed the required submittals as described within the project documents as outlined in this Agreement. This Agreement is hereby entered by both parties as outlined within this Agreement on the _____, of _____, 20____.

Raytown Quality Schools

Contractor (As Defined Above)

Owner (Print)

Contractor (Print)

Owner (Sign)

Contractor (Sign)

Conditions

SECTION 00700 – GENERAL CONDITIONS

1. “Work” referred to in these documents consists of furnishing all labor, materials and equipment for complete installation of all Work as specified herein and shown on drawings, including: delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris.”
2. Work shall be in strict accordance with Drawings and Specifications. Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for settlement of any disputes arising from fabrication, installation, or completion of Work under this Contract.
3. Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean latest standard, code, specification, or tentative specification adopted and published at date of taking bid, unless specifically stated otherwise. Contractor shall notify Owners Representative in writing of any inconsistency found between specifications and drawings. Owners Representative will then advise Contractor on whether specifications will control. Terms “this Contractor”, “furnished under other sections”, “included as part of other sections”, “related Work in other sections” or similar description of segregation shall not be interpreted to limit responsibility of any party involved in Work. Limitations of any Subcontractor’s Work shall rest solely upon agreement between Contractor and Subcontractor, regardless of where Work is called for in Contract Documents.
4. When Owners Representative’s Additional Services are required because of defective Work, neglect, failure, deficiencies, or default by Contractor, Owners Representative’s compensation for such services shall be based on Owners Representatives invoice to Owner. Invoice, when approved by Owner, along with other cost, damages and liabilities incurred by Owner or Architect, shall be basis for adjusting Contract Sum, by Change Order, to compensate Owners Representative for Additional Services.
5. “If Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in Contract Documents without such notice to Owners Representative, Contractor shall thereby assume responsibility for performance and bear attributable correction cost.”
6. Products are generally specified by ASTM (American Society of Testing Materials) or other referenced standard, and/or by manufacturer’s name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor has option of using any product and manufacturer combination listed.
7. Contractor shall and does hereby guarantee all Work for a period of two years from Date of Substantial Completion of Work. All movable or adjustable parts shall remain in good working order, including hardware, apparatus, and electrical and all other equipment. Nothing in above intends or implies that this guarantee shall apply where damage occurs due to improper maintenance or operation, or to normal wear and usage.

8. "Average number of calendar days, including weekends and holidays, during which adverse weather should be anticipated for general locale of this project are listed below for each month for year. These are based upon NOAA information and upon data used by U.S. Army Corps of Engineers."

January	February	March	April	May	June	July	August	September	October	November	December
16	11	6	7	7	8	7	5	6	5	3	9

Contractors shall include provision in their bids and construction schedules for no less than this number of calendar days per month during which adverse weather might potentially delay their Work. Contractors shall also keep detailed onsite logs to substantiate the actual weather conditions and site conditions, including temperature, precipitation, snow or ice cover, wind, and similar environmental data; and to document the number of personnel onsite, their activities and time periods for those activities; and the specific days and times when adverse weather prevented Work from occurring, and why or how it did.

Should any Contractor feel that their Work was delayed by adverse weather conditions exceeding number of days identified in Subparagraph 8. as normally anticipated for that month, and should they wish to therefore request a time extension to Contract, they shall submit such request in writing to Owners Representative. Such request shall include copies of onsite logs during period in question, as well as any additional data or explanations, which can substantiate this request.

To be eligible for a time extension to Contract due to adverse weather, Contractor must have been prevented from Working for 50% or more of Contractor's scheduled Work effort for that day, and Work delayed must be on critical path of Contractor's Construction Schedule.

Requests for time extensions and Work of separate Contractors will be considered independently, since a delay to one may or may not affect others. A time extension to one separate Contractor does not imply that a similar time extension will also be granted to other separate Contractors; although requests will be considered from a Contractor not directly delayed by adverse weather who can substantiate that delayed Work of another Contractor will affect timely completion of his Work.

Owners Representative shall advise Contractor and Owner in writing of his decision within fifteen days of Contractor's request. Any time extensions, which Architect agrees, are reasonable and appropriate shall be incorporated by Contract Change Order.

9. "General Contractor shall assume general coordination and direction of project. Each Contractor shall cooperate with other contractors on Work and install their Work in sequence to facilitate and not delay installations of such other contractors. Owners Representative is neither coordinator nor expeditor of Work of various contracts. Owner will provide for coordination of activities of Owner's forces. Construction progress schedule shall be as described in General Requirements."
10. Allowance for combined overhead and profit to be included in total cost to Owner for any of methods for determining adjustments to Contract Sum shall not exceed following schedule:
1. For Contractor, for Work performed by Contractor's own forces, 10% of cost
 2. For Contractor, for Work performed by Contractor's Subcontractor, 5% of amount due Subcontractor
 3. For each Subcontractor's or Sub-subcontractors' own forces, 10 % of cost
 4. Cost to which overhead and profit is to be applied shall be determined by Owner and Owners Representative.

5. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.
11. "The date of approval of award of contract by Board of Education shall be Owner's authorization for Contractor to proceed with procurement of tangible personal property and materials to be incorporated or consumed in Work. Owner's receipt of Contract Bonds and Insurance will constitute (Notice to Proceed with Construction) and will be so indicated in Agreement. Date shall not be postponed by failure to act of Contractor or of persons or entities for which Contractor is responsible." Contractor shall anticipate a delay of up to sixty (60) days for plan review by agency of jurisdiction. No extension of Contract Time will be allowed for this period. Contractor shall pay for all permits including partial permit fees if required.
12. "If Contractor is delayed at any time in progress of Work by any act or neglect of Owner or Architect, or by any employee of either, or any separate Contractor employed by Owner, or by changes ordered in Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or causes beyond Contractor's control (not including weather or results of weather), or delay authorized by Owner, or by any cause which Owners Representative determines may justify delay (not including weather or results of weather), then contract Time shall be extended by Change Order for such reasonable time as Architect may determine.
13. "All claims for extensions of time shall be made in writing (stating dates and causes) to Architect each month and shall accompany Application for Payment; otherwise, they shall be waived. In case of continuing cause of delay, only one claim is necessary."
14. 10% of certified amount completed shall be withheld as retainage. Retainage will not be reduced until project has been approved for final completion and has received final Certificate of Occupancy from local building code officials.
15. "Final payment shall be made within thirty (60) days after issue of final Certificate of Payment."
16. Certificate of final acceptance of Work shall be obtained prior to release of any retained percentage. A final Certificate of Occupancy shall be obtained from jurisdiction having authority prior to release of any retained percentage.
17. Contractor shall provide Owner with a statement under oath certifying that Contractor has paid all subcontractors the sums due and owing to Subcontractors as evidenced by prior Application for Payment. Contractor shall not be entitled to receive any further payments pursuant to Agreement unless and until Contractor is in compliance with terms of this paragraph. Contractor acknowledges right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to Contractor.

18. **LIQUIDATED DAMAGES:** If the Contractor refuses, neglects, or fails to complete the Work within the time stated at each Phase in the Contract, then the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner, as a penalty, the sum indicated below for each calendar day that the Contractor is in default after the time stipulated in the Contract for completing the Work until the Work is Complete. The Owner may withhold from payments due the Contractor, such amounts as may be assessed as penalties. Upon Substantial and Final Completion of the Work, the Owner may adjust the Contract Sum by the amount of the assessed penalties. Substantial completion shall be defined as "Completion of all work identified in the Project Manual". Final completion shall be defined as "Completion of all work including items noted at pre-final review".

<u>Location</u>	<u>Available Start Date</u>	<u>Final Completion Date</u>	<u>Liquidated Damages</u>
Raytown Middle School	May 29, 2023	June 12, 2023	\$500 / day
Eastwood Elementary	May 29, 2022	June 5, 2023	\$500 / day
Westridge Elementary	May 29, 2022	June 5, 2022	\$500 / day

19. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, Contractor shall give Owner reasonable advance notice.
20. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
1. Premises Operations (including X, C and U coverage as applicable)
 2. Independent Contractors' Operations
 3. Products and Completed Operations
 4. Personal Injury Liability with Employment exclusion deleted.
 5. Contractual, including specified provision for Contractor's obligation under.
 6. Owner, non-owned and hired motor vehicles.
 7. Broad Form Property Damage including Completed Operations

If General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, policy date or Retroactive Date shall predate Contract; termination date of policy or applicable extended reporting period shall be no earlier than termination date of coverage required to be maintained after final payment.

21. Insurance required shall be written for not less than the following limits, or greater if required by law:
1. Commercial or Comprehensive General Liability:
 - a) General Aggregate (Commercial General Liability policies): \$2,000,000 (Policy shall be endorsed to state that this amount shall apply, in total, to this project only)
 - b) Products and Completed Operations Aggregate: \$1,000,000
 - c) Personal Injury Aggregate: \$1,000,000
 - d) All types of General Liability Insurance – Each Occurrence: \$1,000,000
 - e) Medical Expense Limit, on any one person: \$5,000
 - f) Policy shall be endorsed to state that Property Damage coverage includes explosion (x), collapse (c) and underground (u) hazards.
 - g) Broad Form Property Damage coverage shall include Completed Operations
 - h) General Liability insurance coverage shall include Premises-Operations, Independent Contractors, Broad Form Property Damage and Contractual Liability. (If ACCORD form is used, policy shall be endorsed to state that these coverages are included)

2. Automobile Liability:
 - a) Bodily injury (per person): \$1,000,000
 - b) Bodily injury (per accident): \$1,000,000
 - c) Property Damage: \$1,000,000
 - d) Contractor may, at his option, provide Combined Single Limit (CSL) coverage for not less than \$1,000,000 for each occurrence.
 - e) Hazards each occurrence
3. Worker's Compensation: Statutory
4. Employer's Liability:
 - a) Each Accident: \$100,000
 - b) Disease – Policy Limit: \$500,000
 - c) Disease – Each Employee: \$100,000
22. "If this insurance is written on Comprehensive General Liability policy form, Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACCORD form 25S will be acceptable. Certificates and policies shall indicate Owner and Owners Representative are additional insured parties on from C61020 (11-85 ed). Policy **MUST** include the following condition: **NAME Raytown Quality Schools AS "ADDITIONAL INSURED"**. Contractor shall include a Waiver of Subrogation on Commercial General Liability and Workers' Compensation in favor of Owner and Owners Representative. Contractors shall require subcontractors to provide and maintain same insurance with same minimum limits.
23. All warranties required by Contract Documents shall commence on date of Substantial Completion of Work or designated portions thereof, or for Work first completed after Substantial Completion, on date of its acceptance, unless some other commencement date is specifically referenced elsewhere in contract documents for a specific warranty. Contractor shall be required to secure any extended warranties or special riders to standard warranties, which are required to comply with these requirements.
24. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Contractor shall take affirmative action to ensure that applicants are employed, and that applicants are treated during employment, without regard to that applicant's race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment advertisement, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth requirements of these non-discrimination provisions. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

26. If, after notice of termination for failure to fulfill Contract obligations, it is determined that Contractor had not defaulted, termination shall be deemed to have been affected for convenience of Owner, and Contractor shall be paid in accordance. Contractor shall be paid only for value of Work completed and material supplied as of date of termination, and Contractor shall not be entitled to anticipated profits or anticipated overhead upon whole Contract or for other direct or consequential damages arising out of or resulting from Owner's termination.
27. REGULATIONS: Contractor shall assume all responsibility and costs in complying with Federal, State and Local regulations for Equal Opportunity Employment, Anti-Discrimination, Safety, and other Regulations.

END OF SECTION 00700

SECTION 00830 – WAGE DETERMINATION SCHEDULE

PART 1 GENERAL

1.1 WAGE DETERMINATION SCHEDULE

1.1.1 Missouri Department of Labor and Industrial Relations Division of Labor Standards, Jackson County Annual Wage Order 29 if project does not meet the requirements of Legislation (HB 1729) passed by the Missouri General Assembly and effective since August 28, 2018.

1.1.2 Following is a Wage and Hour Section for workers required to perform the Contract, which shall be adhered to as required by the Division of Labor Standards, State of Missouri. On construction projects, Raytown Quality Schools warrants HB 1729 that meets prevailing wage in its area.

END OF SECTION 00830

SECTION 00835 – AFFIDAVIT COMPLIANCE WITH PREVAILING WAGE

PART 1 - GENERAL

1.1 APPLICABLE FORMS

- 1.1.1 Missouri Department of Labor and Industrial Relations Division of Labor Standards,
 - 1.1.1.1 Following is a Wage and Hour Section for workers required performing the Contract, which shall be adhered to as required by the Division of Labor Standards, State of Missouri.
 - 1.1.1.1.1 Section 048, Jackson County
- 1.1.2 Affidavit Compliance with the Prevailing Wage Law found as Attachment D.
- 1.1.3 Prevailing Wage Law applies to public projects valued at or above \$75,000.
- 1.1.4 Contractor shall file with Owner and Owners Consultant upon completion of the project, prior to final payment, the enclosed affidavit stating they have fully complied with the provisions and requirements of “Prevailing Wage Law” Section.
- 1.1.5 Owners Consultant shall not approve final application for payment until affidavit is filed and is in proper form and order.

END OF SECTION 00835

Division 1

General Requirements

SECTION 01010 – SUMMARY OF WORK

PART 2 GENERAL

1.1 WORK INCLUDES

- 1.1.1 The work is comprised of abatement of asbestos containing floor tile, black mastic, and associated cove base and adhesive. These materials for each Base Bid are outlined by the Raytown Quality Schools Asbestos Scope Table included as Attachment A. Contractor shall verify at the project site, all specified and/or diagramed areas of asbestos abatement work and shall be responsible for complete removal of all non-friable asbestos containing materials as outlined in contracted work areas.
- 1.1.2 If the contractors work plan includes floor tile removal by mechanical methods, then a full enclosure containment as outlined in this project manual will be required.
- 1.1.3 Asbestos pre-renovation surveys were completed by Axiom Service Professionals throughout the areas of planned renovation and can be found as Attachment B.
- 1.1.4 The bid shall include all labor, equipment, materials, transportation, and disposal as necessary for the proper control, cleaning, and removal of asbestos containing materials.
- 1.1.5 Upon issuance of the notice to award and/or contract and/or receipt of written notice to proceed the Contractor shall complete the Work, described by the Owner or his/her representative and this specification, within the agreed upon schedule. The Work includes but is not necessarily limited to:
 - 1.1.5.1 Submitting a project completion schedule to Owner and Owner Representative for their approval.
 - 1.1.5.2 Submitting list or video/photos of existing damage to subject site, surfaces, and equipment or of existing conditions that could be misconstrued as damage resulting from work.
 - 1.1.5.3 Submitting an asbestos abatement work plan to include plan for containment (if required), decon, staging of work, load out, decontamination procedures, etc. If the Contractor chooses to remove floor tile using a machine, full enclosure requirements would be necessary to complete abatement work.
 - 1.1.5.4 Provide temporary barricades and other forms of protection as required to protect the Owner's personnel and general public from injury due to selective abatement work.
 - 1.1.5.5 Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of the building i.e. barrier curtains, negative air pressure, etc.

- 1.1.5.6 Provide temporary HEPA filtered air scrubbers capable of providing four air-changes per hour.
- 1.1.5.7 Protect existing finish work, known or exposed, during abatement operations that is to remain in place from damage (i.e. splash curtains, plastic drop cloths, etc.).
- 1.1.5.8 Protect surrounding finishes and floors with suitable coverings when necessary.
- 1.1.5.9 Construct temporary dust proof partitions where required to separate work areas where noisy or extensive dirt, dust, or asbestos abatement operations are performed. Equip partitions with three-way flaps.
- 1.1.5.10 Conduct selective asbestos abatement operations and debris removal in a manner to ensure minimum interference with adjacent occupied or used facilities.
- 1.1.5.11 Do not enclose, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from appropriate authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- 1.1.5.12 Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
- 1.1.5.13 Use water sprinkling, temporary enclosures, and other suitable methods to limit dust rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, pollution.
- 1.1.5.14 Obtain necessary permits to conduct asbestos abatement from all applicable local, state, and federal authorities.
- 1.1.5.15 Mobilization of workers and equipment to and from the work site.
- 1.1.5.16 Installing measures as necessary to ensure a safe work site.
- 1.1.5.17 Any required demolition shall be done by wet methods to minimize visible emissions.
- 1.1.5.18 Removal and proper disposal of asbestos containing materials and materials such as asbestos floor tile and black mastic.
- 1.1.5.19 Removal of barriers and post-removal cleaning.
- 1.1.5.20 Contractor's supervisors, laborers and subcontractors working on site are required to be properly licensed, insured, permitted, qualified, trained, to perform the work prescribed herein.

2.1 CONTRACTOR'S DUTIES

- 2.1.1 **The Contractor is responsible for verifying quantities and site conditions prior to bidding the project.** The Contractor shall inform himself of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section, project manual, and attachments. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the follows:

- 2.1.1.1 Removal and proper disposal of asbestos containing materials and associated materials such as asbestos floor tile, mastic, and associated cove base and adhesive.
- 2.1.1.2 All required demolition shall be done by wet methods to minimize visible emissions.
- 2.1.1.3 Cleaning all abatement work areas and disposing of materials removed as asbestos-contaminated waste in accordance with regulations and these specifications.
- 2.1.2 Provide and pay for labor, materials, equipment, tools, construction equipment, machinery, and other facilities and services for proper execution and completion of work.
- 2.1.3 Pay legally required consumer, payroll, privilege, and other taxes.
- 2.1.4 Comply with all applicable federal, state, and local laws regarding job discrimination.
- 2.1.5 Use of EPA & Missouri trained and licensed asbestos workers with at least one competently trained and licensed supervisor.
- 2.1.6 Enforce strict discipline and good order among employees. Employ on the project only skilled persons in the assigned task.
- 2.1.7 Secure and pay for, as necessary for proper execution and completion of work and as applicable at the time of bids:
 - 2.1.7.1 Permits/Notifications
 - 2.1.7.2 Government Fees
 - 2.1.7.3 Licenses
 - 2.1.7.4 Waste disposal permits and costs.
- 2.1.8 Give required notices.
- 2.1.9 All work under this contract shall comply with codes, ordinance, rules, regulations, orders and other legal requirements of public authorities (including EPA, NESHAPS, State of Missouri, and OSHA regulations) which bear on performance work. Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
- 2.1.10 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner and the consulting firm verbally and in writing, and any necessary changes shall be accomplished by appropriate modifications. It is the Contractor's responsibility to make certain that the Contract Documents are in accordance with applicable laws, statutes, building

codes and regulations. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner and the consultant, the Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.

- 2.1.11 If the Contractor discovers previously unknown asbestos contamination or suspect asbestos containing materials that have not been previously tested, the contractor shall immediately cease work and notify the Owner and consultant of the findings.
- 2.1.12 The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the abatement contractor.
- 2.1.13 Assume responsibility for the proper and safe execution of the work.
- 2.1.14 The owner or their representative may request prior to an award decision, and shall be provided, bidder's applicable licensing, all notice of violations administered by federal, state, or local regulatory agencies, a written Work Plan to include a plan for containment, decon, staging, load out, decontamination procedures, a list of chemicals used (i.e. mastic removers, encapsulants, etc.), Material Safety Data Sheets (MSDS). The work plan must be approved by the Owner prior to commencement of work.
- 2.1.15 Obtaining approval for waste disposal in compliance with EPA Regulation Section 61.25 and Missouri Regulations. Legally dispose of asbestos containing materials. Posting of EPA and OSHA regulations at the job site is required.
- 2.1.16 Work shall comply with all Federal, State, County and Municipal laws, codes, ordinances and regulations applicable to the Work in this contract and shall comply with all requirements of the National Fire Protection Association. If there is a discrepancy between laws, codes, ordinances, and regulations, the strictest will be implemented.
- 2.1.17 Meeting all air quality standards: Clearance and/or daily air samples collected for TEM and/or PCM analysis shall meet EPA AHERA, EPA NESHAPS, State of Missouri, and OSHA protocols for response action completion.
- 2.1.18 At the conclusion of the project, the contractor shall provide a final closeout report to include licensing, notifications, insurance certificate, daily work logs, sign-in logs, OSHA air monitoring, and waste manifests.
- 2.1.19 Providing documentation satisfying EPA, OSHA, and project appropriate State and Local Entities of job completion and closeout requirements.

2.1.20 Providing copies of all permits, notifications, licenses, and any other requested paperwork to the Owner.

2.1.21 The work covered by this project manual is in conjunction with the Missouri prevailing wage law.

3.1 WORK BY OWNER

3.1.1 The owner may award other contracts for work that coincides with the asbestos abatement. Strict coordination of all abatement activities is required and must be coordinated with the owner or their representative.

4.1 CONTRACTOR USE OF SITE AND PREMISES

4.1.1 Confine operations at the site to work areas described and permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed.

4.1.2 Utility outages or shutdowns are not permitted without prior authorization from the Owner or his representative.

5.1 EXISTING CONDITIONS

5.1.1 The Owner assumes no responsibility for the actual condition of items or structure to be demolished.

5.1.2 The Owner will maintain conditions existing at the time of commencement of Contract as feasible. However, variations within structures may occur by Owner's removal and salvage operations prior to the start of selective demolition work.

5.1.3 Bidders shall not later request, nor expect to receive, additional payment for work related to variations which can be determined by examination of the existing building and site by the date set for receipt of Bids for this Contract.

5.1.4 This building has materials that have been identified to contain asbestos. Limited asbestos inspection reports related to this project are available and provided as attachments which specify the locations of known asbestos containing building materials and materials assumed to contain asbestos. If suspect materials are encountered that will be impacted during the course of this project, the contractor shall immediately notify the Owner and consultant. The Owner or consultant at that time will either produce additional asbestos inspection documentation, assume the suspect material to be asbestos containing, or sample the suspect material to determine asbestos content.

6.1 FUTURE WORK

- 6.1.1 Contractor shall conduct asbestos abatement work and associated demolition as carefully as possible to prevent unnecessary damage to the structure and building components. Following this work, reconstruction crews, hired by others, will be onsite to perform build-back.

7.1 WORK SEQUENCE

- 7.1.1 A notice to proceed will be issued to the successful bidder by the Owner. An environmental consultant (Axiom Service Professionals) will be provided by the Owner at no cost to the Contractor to serve as the owner's asbestos representative providing asbestos sampling throughout the project (area and clearance air sampling and any required bulk sampling), daily contractor oversight, and serve as a liaison between the owner and abatement contractor. ASP shall be notified a minimum of ten (10) days prior to starting the project.
- 7.1.2 The Contractor and all Subcontractors shall furnish enough work force and equipment as may be required to ensure the prosecution of the work in accordance with the mutually agreed upon completion schedule. Failure to complete the work within this time frame may result in the termination of the contract and/or liquidated damages.
- 7.1.3 The Contractor should anticipate possible downtime and maintain flexibility in their work schedule to allow uninterrupted operations.
- 7.1.4 If in the opinion of the Owner, the Contractor falls behind the mutually agreed upon completion schedule, the Contractor shall take such steps as may be necessary to improve the progress and the Owner may require him to increase the number of shifts, and/or overtime operations, days of work including holidays, Saturdays and Sundays, all without additional costs to the Owner.

8.1 SALVAGE

- 8.1.1 All existing structures and their contents present on the date of the Notice to Proceed shall become the property of the Contractor, who shall be responsible for the proper removal and disposal of items thereof. All removal work on the site must be performed by the Contractor or his approved subcontractors. No other individuals or firms shall be permitted to access the site for the purpose of removing or salvaging materials. The Contractor shall not be permitted to use the project site for the purposes of selling, exhibiting, or auctioning of any salvaged materials from the property.
- 8.1.2 Items indicated to be removed but salvageable value to the Owner may be removed from the structure as work progresses. Transport salvaged items from the site as they are removed.
- 8.1.3 Storage or sale of removed items on site will not be permitted.
- 8.1.4 Owner and Consultant will not be held responsible for any materials salvaged and/or recycled from the site.

PART 2 - PRODUCTS (Not Applicable)

END OF SECTION 01010

SECTION 01040 – COORDINATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- 1.1.1. General provisions of the Contract, including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

- 1.2.1. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
 - 1.2.1.1. Coordination with other contracts let by the Owner in connection with this work.

1.3. COORDINATION

- 1.3.1. Coordinate construction operations for this project with the Owner or their representative and facility personnel to assure efficient and orderly completion of the Work.
 - 1.3.1.1. Coordinate construction operations to accommodate construction operations of other contracts let by the Owner.
- 1.3.2. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1.4 SUBMITTALS

- 1.4.1 Schedule: If requested provide a schedule which coordinates the construction activities of this work with the work of other contracts. At the time of award, the contractor must provide an updated completion schedule.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- 3.1.1 A pre-construction conference may be held prior to beginning of construction. The date, time, and exact place of this meeting will be determined after contract award and notification of all interested parties. The Contractor shall arrange to have the job superintendent and any prime subcontractors present at the meeting. During the pre-construction conference, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed, along with any other pertinent information.

3.2 SPECIFIC COORDINATION PROVISIONS

- 3.2.1 Coordinate with third party air monitoring firm/environmental consultant provided by the Owner.
- 3.2.2 Perform abatement work as required to accommodate demolition and reconstruction. Understand that demolition and reconstruction will be taking place throughout the abatement. Prepare containments and alter work as necessary to accommodate demo and reconstruction to take place immediately following completion of phased abatement and in close proximity to active abatement work areas.

END OF SECTION 01040

SECTION 01095 – CODES, REGULATIONS, AND STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1. This section sets forth-governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
- 1.1.2. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, and standards.
- 1.1.3. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

1.2 CODES AND REGULATIONS

- 1.2.1 General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
- 1.2.2 Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. It is not the function of the Owner or Owner's Representative to specify the means by which the Contractor will obtain the intended results nor to state all of the environmental conditions that must be present for the safety of workmen who are employed to produce the intended results, or for the safety of others during construction. The Contractor shall establish means and environmental conditions that meet applicable laws and regulations. The Owner will not attempt to enforce such laws and regulations; however, Owner, Owner's Representative, or Consultant have the authority to stop asbestos abatement work when conditions are not in compliance with the specifications or applicable federal, state and local regulations. Safety of the project area for the protection of the Contractors, Owner, Consultants, and the General Public is the responsibility of the Contractor. The Contractor shall hold the Owner harmless for failure to comply with any applicable work, hauling, disposal,

safety, health, or other regulation on the part of himself, his employees, or his sub-contractors.

1.2.3 Federal Requirements which govern asbestos abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:

1.2.3.1 OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

1.2.3.1.1 Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules
Title 29, Part 1910, Section 1001 and
Part 1926, Section 1101 of the
Code of Federal Regulations

1.2.3.1.2. Respiratory Protection
Title 29, Part 1910, Section 134 of the
Code of Federal Regulations

1.2.3.1.3. Construction Industry
Title 29, Part 1926, of the
Code of Federal Regulations

1.2.3.1.4. Access to Employee Exposure and Medical Records
Title 29, Part 1910, Section 2 of the
Code of Federal Regulations

1.2.3.1.5. Hazard Communication
Title 29, Part 1910, Section 1200 of the
Code of Federal Regulations

1.2.3.1.6. Specifications for Accident Prevention Signs and Tags
Title 29, Part 1910, Section 145 of the
Code of Federal Regulations

1.2.3.2. DOT: U.S. Department of Transportation, including but not limited to:

1.2.3.2.1. Hazardous Substances
Title 49, Part 171 and 172 of the
Code of Federal Regulations

- 1.2.3.3. EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:
- 1.2.3.3.1. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E of the Code of Federal Regulations
 - 1.2.3.3.2. Training Requirements of (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations
 - 1.2.3.3.3. National Emission Standard for Hazardous Air Pollutants (NESHAPS) National Emission Standard for Asbestos Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations
- 1.2.3.4. State and Local Requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials are included in the requirements of this specification and are delineated as the responsibility of the Contractor to assure compliance.

1.3 STANDARDS

- 1.3.1. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- 1.3.2. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and Consultant harmless for failure to comply with any applicable standard on the part of himself, his employees, or his sub-contractors.
- 1.3.3. Standards: Which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
- 1.3.3.1.1. American National Standards Institute (ANSI)
1430 Broadway
New York, New York 10018
212/354-3300
Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79 & Practices for Respiratory Protection Publication ANSI/ASSE Z88.2-2015

- 1.3.3.1.2. American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
215/299-5400
Safety and Health Requirements Relating to Occupational Exposure
to Asbestos ASTM Practice E 849-82
- 1.3.3.1.3. Occupational Health & Safety Administration
200 Constitution Ave., NW,
Washington, DC 20210
800-321-6742 (OSHA)
1926-1101: Asbestos Standard for Construction --Building and
Construction Trades Department.
- 1.3.3.1.4. AIA Service Corporation
"Guide" Specification - 02080 Asbestos Removal AIA Service
Corporation
1735 New York Avenue NW
Washington, DC
- 1.3.3.1.5. General Services Administration
Asbestos Control Program
NBSIR 87-2688
Guidelines for Assessment and Abatement of Asbestos-Containing
Material in Buildings, May 1983
- 1.3.3.1.6. U.S. Department of Commerce
National Bureau of Standards
National Engineering Lab
Center for Building Technology

1.4 EPA GUIDANCE DOCUMENTS

- 1.4.1. EPA Guidance Documents discuss asbestos abatement work or hauling and disposal of asbestos waste materials listed below for the Contractor's information only. These documents do not describe the work and are not a part of the work of this contract. EPA maintains an information number (800) 334-8571, publications can be ordered from (800) 424-9065 (554-1404 in Washington, DC):
- 1.4.2. Asbestos-Containing Materials in School Buildings - A Guidance Document. Part 1 & 2. (Orange Books) EPA C00090 (out of print)
- 1.4.3. Guidance for Controlling Asbestos-Containing Materials in Buildings (purple Book) EPA 560/5-85-024

- 1.4.4. Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763)
- 1.4.5. Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.
- 1.4.6. Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.
- 1.4.7. Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.
- 1.4.8. Asbestos Waste Management Guidance. EPA 530-SW-85-007.
- 1.4.9. Asbestos Fact Book. EPA Office of Public Affairs. Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.
- 1.4.10. Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.
- 1.4.11. A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA 560-OPTS-86-001.

1.5 NOTICES:

- 1.5.1 Send Written Notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact at least 10 working days prior to beginning any work on asbestos-containing materials. Send notification to the following address:

Asbestos NESHAPS Contact
Air & Waste Management Division
USEPA
11201 Renner Blvd.
Lenexa, KS 66219
913/551-7003

- 1.5.1.1 Notification shall include:

- 1.5.1.1.1 The name and address of owner or operator.
- 1.5.1.1.2 Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.

- 1.5.1.1.3 Estimate of the approximate amount of friable and non-friable asbestos material present in the facility in terms of linear, square or cubic feet.
- 1.5.1.1.4 Location of the facility being demolished or renovated.
- 1.5.1.1.5 Scheduled starting and completion dates of demolition or renovation.
- 1.5.1.1.6 Nature of planned demolition or renovation and method(s) to be used.
- 1.5.1.1.7 Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61 Subpart M).
- 1.5.1.9.1. Name and location of the waste disposal site where the friable asbestos waste material will be deposited.

1.6 STATE AND LOCAL AGENCIES

- 1.6.1 Send written notification as required by MDNR and/or any local governing agencies at least 10 working days prior to beginning any work on asbestos-containing materials. Send written notification to the following address:

Missouri Department of Natural Resources APCP, Asbestos
PO Box 176
Jefferson City, MO

1.7 PERMITS

- 1.7.1 Permit: All asbestos-containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for asbestos-containing materials, as required for transporting of waste asbestos-containing materials to a disposal site.

1.8 LICENSES

- 1.8.1 Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

1.9 POSTING AND FILING OF REGULATIONS

- 1.9.1 Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

1.10 SUBMITTALS

- 1.10.1 Before Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals are returned with Owner's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use:

Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:

- 1.10.1.1 State and Local Regulations: Submit copies of codes and regulations applicable to the work.

- 1.10.1.2 Permits: Submit copies of current valid permits required by state and local regulations.

- 1.10.1.3 Licenses: Submit copies of all state and local licenses and permits necessary to carry out the work of this contract

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01095

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. General provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2. SUMMARY

- 1.2.1. This Section includes administrative and procedural requirements for submittals required **prior to the beginning of work, and upon submission of bid to be included in the bidding process 1.2.1.1. through 1.2.1.9.** The remaining submittals are required prior to performance of the Work. These submittals include but are not limited to:
 - 1.2.1.1. List of SubContractors
 - 1.2.1.2. Unit Pricing Form
 - 1.2.1.3. Affidavit of Compliance with Prevailing Wage Laws
 - 1.2.1.4. E-Verify Affidavit
 - 1.2.1.5. OSHA 10 Training Affidavit
 - 1.2.1.6. Drug and Alcohol Testing Program Affidavit
 - 1.2.1.7. Missouri Service Disabled Veteran Business Preference (if applicable)
 - 1.2.1.8. Construction Progress Schedule
 - 1.2.1.9. Asbestos Abatement Work Plan to include plan for containment, decon, staging, load out, content movement and management.
 - 1.2.1.10. Insurance Certificates
 - 1.2.1.11. Safety Orientation & Acknowledgement form from each worker
 - 1.2.1.12. Daily Safety Meeting Agenda & Attendance Forms
 - 1.2.1.13. Applications for Payment
 - 1.2.1.14. Final Receipt of Payment and Release Forms
 - 1.2.1.15. Certification of Substantial Completion
 - 1.2.1.16. Notification, Permits
 - 1.2.1.17. Worker & Company Asbestos Certificates
 - 1.2.1.18. Asbestos Medical Exams & Fit Tests
 - 1.2.1.19. Demolition Notifications & Permits
 - 1.2.1.20. Final Report including Daily Activity Reports, OSHA Air Monitoring, Certificates and Licensing, Containment Logs, Notifications, and Waste Manifests.

1.3. SUBMITTAL PROCEDURES

- 1.1.1 The procedures shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1.1.1.1 Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

1.1.1.2 The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

PART 2 - PRODUCTS (Not Applicable)

END OF SECTION 01300

SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- 1.1.1. Temporary Utilities: Electricity, water, lighting, and ventilation.
- 1.1.2. Temporary Controls: Barriers, enclosures, protection of the Work.
- 1.1.3. Construction Facilities: Parking, progress cleaning, and project signage.

1.2 TEMPORARY ELECTRICITY

- 1.2.1 Owner's permanent convenience receptacles may be utilized where available during asbestos abatement. However, if the use of generators is needed to complete the asbestos abatement, the abatement contractor will be expected to provide said generators and any costs shall be included in the abatement contractor's base bid.
- 1.2.2 If using owner's permanent convenience receptacles, power consumption shall not disrupt Owner's need for continuous service. Any disruption of service shall be made only upon 48-hour prior notice to the Owner and all such disruptions shall be held to a minimum.
- 1.2.3 Exercise measures to conserve energy.

1.3 TEMPORARY LIGHTING

- 1.3.1 Owner's permanently installed lighting may be utilized where available during asbestos abatement. However, if temporary lighting is needed, the abatement contractor will be expected to provide temporary lighting as necessary to complete the asbestos abatement. All costs associated with providing temporary lighting shall be included in the abatement contractor's base bid.

1.4 TEMPORARY VENTILATION

- 1.4.1 Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- 1.4.2 Provide HEPA filtered ventilation equipment as required to maintain air as specified in Section 02071.

1.5 BARRIERS

- 1.5.1 Provide barriers and signage to prevent unauthorized entry to asbestos abatement areas. Allow for Owner's use of site and protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.6 INTERIOR ENCLOSURES

- 1.6.1 Provide and maintain temporary contamination barriers using partitions and ceilings as required to separate work areas from Owner occupied areas as specified in Section 02071.

1.7 SECURITY

- 1.7.1 Owner assumes no responsibility for the security of contractor's equipment, materials, vehicles, etc.
- 1.7.2 Contractor shall coordinate with Owner's security program. Maintain all existing security systems during the contract period. Repair or replace all systems, wiring and equipment damaged by construction activities.

1.8 PARKING

- 1.8.1. Arrange for temporary parking areas to accommodate construction personnel. Owner assumes no responsibility for temporary parking.

1.9 PROGRESS CLEANING

- 1.9.1 Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly fashion.
- 1.9.2 Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- 1.9.3 Preclean identified asbestos contaminated work areas using HEPA vacuums prior to commencement of abatement as specified in Section 02071.
- 1.9.4 Remove waste materials, debris, and rubbish from site and dispose off-site as specified in Section 02071.
- 1.9.5 Paved driveways on Owner's property and public streets and thoroughfares shall be kept clean, by cleaning daily or more often if necessary, of earth and debris spillage from vehicles involved in the construction operations.

1.10 SIGNS

- 1.10.1 No signs are allowed except those required by law/ordinances, for safety, traffic control and protection of persons and property. Signs shall meet the requirements of all applicable ordinances, rules and regulations.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01500

SECTION 01560 – WORKER PROTECTION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- 1.1.1 This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.
- 1.1.2 Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of asbestos work procedures. Workers shall have medical examinations.
- 1.1.3 The Contractor is solely responsible for enforcing personnel protection requirements and that these specifications provide only a minimum acceptable standard for each phase of operation.
- 1.1.4 Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the regulated area.

1.2 RELATED SECTIONS

- 1.2.1 Section 01565 - Respiratory Protection

1.3 WORKER TRAINING

- 1.3.1 State and Local License: All workers are to be trained, certified and accredited as required by state or local code or regulation.
- 1.3.2 AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- 1.3.3 Train, in accordance with OSHA 29 CFR 1926. 1101, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.

1.4 MEDICAL EXAMINATIONS

- 1.4.1 Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall at a minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

1.5 SUBMITTALS

- 1.5.1 Before Start of Work: Submit the following for the Owner to review. Do not start work until these submittals are returned with The Owner's action indicating that the submittal is returned for unrestricted use.
- 1.5.2 State and Local License: Submit evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.
- 1.5.3 Report from Medical Examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 - 1.5.3.1 Name and Valid Identification
 - 1.5.3.2 Physicians Written Opinion from examining physician including at a minimum the following:
 - 1.5.3.2.1 Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - 1.5.3.2.2 Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - 1.5.3.2.3 Statement that worker is able to wear and use the type of respiratory protection proposed for the project.
- 1.5.4 Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING

- 2.1.1 Coveralls: Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
- 2.1.2 Boots: Provide steel toe work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.
- 2.1.3 Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- 2.1.4 Safety Glasses/Goggles: Provide eye protection as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag eye protection before removing them from Work Area at the end of the work.
- 2.1.4 Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

PART 3 - EXECUTION

3.1 GENERAL

- 3.1.1 Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- 3.1.4 Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots. Reusable type protective clothing and footwear intended for reuse shall be left in the Equipment Room until the end of the asbestos abatement work at which time such items shall be disposed of as contaminated waste.
- 3.1.5 Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the regulated area.

3.2 WORKER PROTECTION - IN CLEAN AND EQUIPMENT ROOMS

3.2.1 All workers and authorized personnel, in order to enter the regulated area, shall:

3.2.1.1 Don appropriate protective clothing (coveralls, gloves, boots, etc.) before entering regulated area.

3.2.1.2 Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.

3.2.2 All workers and authorized personnel, in order to exit the regulated area, shall:

3.2.2.1 Remove gross (visible) contamination from themselves and their equipment. Personal protective equipment must be cleaned with a HEPA vacuum before being removed.

3.2.2.2 All equipment and surfaces of containers filled with ACM must be cleaned using HEPA vacuum and wet methods prior to removing them from the regulated area.

3.2.3 Within Work Area and Decontamination Area:

3.2.3.1 Remove gross (visible) contamination from themselves and their equipment. Personal protective equipment must be cleaned with a HEPA vacuum before being removed.

3.2.3.2 All equipment and surfaces of containers filled with ACM must be cleaned using HEPA vacuum and wet methods prior to removing them from the regulated area.

3.2.3.3 Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

END OF SECTION 01560

SECTION 01565 – RESPIRATORY PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- 1.1.1 Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use. Require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation that may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the workplace or as required for other toxic or oxygen-deficient situations encountered.

1.2 STANDARDS

- 1.2.1 Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards meet the more stringent requirement.

- 1.2.1.1 OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910.1001, 1910.134, 1926.1101, and 1926.103.

- 1.2.1.2 CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

- 1.2.1.3 ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-2015.

- 1.2.1.4 NIOSH - National Institute for Occupational Safety & Health

1.3 RESPIRATOR FIT TEST RECORDS FOR ALL SUPERVISORS AND WORKERS

- 1.3.1 The Contractor is solely responsible for enforcing personnel protection requirements and these specifications provide only a minimum acceptable standard for each phase of operation.

- 1.3.2 Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101, 1926.103, and 1910.134.

PART 2 - EQUIPMENT

2.1 RESPIRATOR REQUIREMENTS

2.1.1. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.

2.1.1 Air supply for Type "C" shall be, at minimum, grade "D" in compliance with OSHA 1926.103 and 1910.134. The Contractor shall provide sampling and testing of air in the presence of the Consultant when requested to do so.

2.1.1.1. Type "C" respirators shall be pressure demand with full face piece with a minimum protection factor of 1,000. The air supply shall be a positive pressure, externally supplied, compressed air system, incorporating enough high-pressure automatic air storage within an ASME certified air "bank" to provide each individual on line in the regulated area with sufficient air supply for decontamination in the event of a system failure. For this project, approved air systems are:

"PAPS 3"
American Bristol
Harbor City, California 90710
1-213-534-598

"Hazard Master"
Control Resource Systems, Inc.
670 Mariner Drive
Michigan City, Indiana 46360
1-219-872-5591

Or approved equal

2.1.2. The compressed air system for removal workers shall incorporate a compressor failure alarm, high-temperature alarm, a continuous carbon-monoxide monitoring device, and in-line purifying sorbet beds and filters to deliver air free of water, oil, odors, vapors, and particulate. Contractor shall comply with all applicable codes and regulations that apply to the operation of such system.

2.1.3. AIR PURIFYING RESPIRATORS: Negative pressure - half or full-face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Respirators shall be wet-rinsed, and filters discarded, each time a worker leaves the Work Area. New filters shall be installed each time a worker re-enters the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

2.1.4. POWERED AIR PURIFYING - half or full-face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. HEPA elements in filter cartridges shall be protected from wetting during showering. Exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, shall be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

2.1.5. For Type "C" gross abatement operations:

2.1.6.1 One open airline shall be maintained at all times. Removal of a worker to provide this line will not be acceptable.

2.1.6.2 Air Systems Monitor: Continuously monitor the air system operation including compressor operation, filter system operation, back-up air capacity and all warning and monitoring devices at all times that system is in operation. Assign no other duties to this individual, which will take him away from monitoring the air system.

2.2 RESPIRATORY PROTECTION FACTOR

2.2.1 Provide Respiratory Protection through determining the proper level of protection by dividing the expected or actual airborne fiber count in the Regulated Area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL), as defined below, is the minimum level of protection allowed.

Respirator Type	Protection Factor
Air purifying: Negative pressure respirator High efficiency filter Half face piece	10
Air purifying: Negative pressure respirator High efficiency filter Full face piece	50
Powered Air Purifying (PAPR): Positive pressure respirator High efficiency filter Full face piece	1,000

Respirator Type	Protection Factor
Type C supplied air: Positive pressure respirator Pressure demand Half face piece	50
Type C supplied air: Positive pressure respirator Pressure demand Full face piece Equipped with an auxiliary positive pressure	1,000
Self-contained breathing apparatus (SCBA): Positive Pressure respirator Pressure demand	>1,000

PART 3 - EXECUTION

3.1 GENERAL

- 3.1.1. Respiratory Protection Program: Comply with ANSI Z88.2 - 2015 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
 - 3.1.1.1. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.
 - 3.1.1.2. A respirator shall be worn by anyone in a regulated area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 02074.
 - 3.1.1.3. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds 0.1 f/cc, then the Contractor must substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.1 f/cc. Should any such condition come to the Owner's attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.
 - 3.1.1.4. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.

- 3.1.1.5. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.
- 3.1.1.6. Provide authorized visitors with respirators containing fresh cartridges that meet or exceed the protection requirements for the regulated area, whenever they are required to enter the regulated area, to a maximum of 4 per day. All persons shall be medically qualified to wear a respirator and fit tested for the specific respirator being worn.
- 3.1.1.7. Respiratory equipment shall be cleaned, repaired, and sanitized after each use.

3.2 FIT TESTING

- 3.2.1. Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing have been provided. Workers shall have medical examinations.
- 3.2.2. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 - 2015.

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED

- 3.3.1 Provide Respiratory Protection through determining the proper level of protection by dividing the expected or actual airborne fiber count in the Regulated Area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL), as defined below, is the minimum level of protection allowed.

3.4 PERMISSIBLE EXPOSURE LIMIT (PEL)

- 3.4.1 8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 0.1 fibers/cubic centimeter.
- 3.4.2 30-Minute Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 1 fiber /cubic centimeter.
- 3.4.3 Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the NIOSH 7400 procedure.

END OF SECTION 01565

SECTION 01700 – PROJECT CLOSEOUT

PART 1 GENERAL

1.1. SECTION INCLUDES

1.1.1. Closeout Procedures

1.1.2. Final Cleaning

1.2. RELATED SECTIONS

1.2.1. Section 01095 – Codes, Regulations, and Standards – Asbestos Abatement

1.2.2. Section 01500 – Construction Facilities and Temporary Controls

1.2.3. Section 01300 – Submittals

1.3. FINAL COMPLETION

1.3.1. Complete final cleaning and remove temporary facilities.

1.3.2. Final cleaning - at closeout time of each regulated area, clean the entire work area to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, clean exposed finishes, remove debris and broom clean non-occupied spaces as necessary, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

1.4. FINAL PROJECT COMPLETION AND FINAL PAYMENT

1.4.1. Provide submittals to Owner that are required by governing or other authorities. Confirm that all submittals required by the construction documents have been transmitted.

1.4.2. Final Completion: For the purpose of determining a date at which the project is finished, final completion may be defined to include, but is not limited to:

1.4.2.1. Substantial Completion and all punch list work completed, reviewed and accepted by the Owner.

1.4.2.2. Final cleaning.

- 1.4.3. All of the above items are required by individual specification requirements and found in the Contract Documents. These individual requirements shall take precedence over this definition if any conflict should arise.

1.5. FINAL CLEANING

- 1.5.1. Execute final cleaning prior to final inspection conducted by Owner or Owner's Representative as specified in Section 02071.
- 1.5.2. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, vacuum carpeted and soft surfaces.
- 1.5.3. Clean equipment and fixtures to a sanitary condition.
- 1.5.4. Clean site rake clean landscaped surfaces.
- 1.5.5. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.6. PROJECT RECORD DOCUMENTS

- 1.6.1. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1.6.1.1. Specifications.
 - 1.6.1.2. Addenda.
 - 1.6.1.3. Change Orders and other Modifications to the Contract.
 - 1.6.1.4. Company, supervisor and worker licenses and certifications.
 - 1.6.1.5. Asbestos Abatement Notifications
- 1.6.2. Store Record Documents separate from documents used for construction.
- 1.6.3. Record information concurrent with construction progress.
- 1.6.4. Submit documents to Owner with claim for final Application for Payment.

1.7. AFFIDAVIT IN REGARD TO LIENS

- 1.7.1. An executed Final Lien Waiver from the Contractor and his Subcontractors must be submitted with the Contractor's final application for payment.

PART 2 CLOSEOUT PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01700

Division 2

Site Work

SECTION 02071 – ASBESTOS FLOOR TILE AND MASTIC REMOVAL

PART 1 GENERAL

1.1 SCOPE

This section covers the removal of asbestos-containing materials as identified in Section 01010 - Summary of Work. Compliance with all applicable Federal, State, and local regulations and the use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Contractor.

1.2 DESCRIPTION

1.2.1 The following area asbestos containing materials or asbestos contaminated installations that are covered in this section.

1.2.1.1 Vinyl floor tile

1.2.1.2 Cove base

1.2.1.3 Mastic

1.2.2 Non-asbestos demolition work: Non-asbestos demolition requires the selective removal and subsequent off-site disposal, of the following non-asbestos containing installations.

1.2.2.1 Portions of the building structure as indicated on the drawings or as needed.

1.2.3 The contractor shall furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of EPA and OSHA and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials as described in this section, Section 01010, and Attachment A.

1.3 SITE CONDITIONS

1.3.1 It shall be the Contractor's responsibility to replace or repair to the Owner's satisfaction, prior to close out of the project, all damaged items caused by the Contractor and not proven otherwise. All items damaged prior to abatement shall be brought to the attention of the Owner and The Owner during the Design and Planning Meeting.

1.4 SUBMITTAL REQUIREMENTS

1.4.1 Reference: Section 01300.

1.5 TERMINOLOGY (Definitions)

1.5.1 ABATEMENT: Procedure to minimize the hazards of exposure to asbestos-containing materials.

- 1.5.2 AIR MONITORING: The process of measuring the fiber content of specific volume of air in a stated period of time. When "aggressive" air sampling is required, blowers/fans are used to disperse settled fibers into the air during sampling.
- 1.5.3 AMENDED WATER: Water to which a surfactant has been added to reduce water surface tension and thereby provide a more rapid penetration.
- 1.5.4 ASBESTOS: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- 1.5.5 ASBESTOS-CONTAINING MATERIAL (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.
- 1.5.6 ASBESTOS-CONTAINING BUILDING MATERIAL (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- 1.5.7 ASBESTOS-CONTAINING WASTE MATERIAL: Any material, which is or is suspected of being or any material contaminated with an asbestos-containing material, which is to be removed from a work area for disposal.
- 1.5.8 ASBESTOS DEBRIS: Pieces of ACBM/ACM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM
- 1.5.9 AUTHORIZED VISITOR: The Owner, his authorized Representative, or regulatory officials with jurisdiction over the project.
- 1.5.10 BARRIER: Any surface that seals off the work area to inhibit the movement of fibers and prevent entry of unauthorized personnel.
- 1.5.11 COMPETENT PERSON: Contractor's employee who is capable of identifying existing asbestos hazards in the workplace and who has the authority to take prompt corrective measures to eliminate them, as in 29 CFR 1926.32(f). The duties of the competent person include at least the following: establishing the negative pressure enclosure, ensuring its integrity, and controlling entry to and exit from the enclosure, supervising any employee exposure monitoring required by the standards, ensuring that all employees working within such an enclosure wear the appropriate personal protective equipment, are trained in the use of appropriate methods of exposure control, and use the hygiene facilities and decontamination procedures specified in the standard, and ensuring that engineering controls in use are in proper operating condition and are functioning properly.
- 1.5.12 CONTAMINATED: A term commonly applied to the regulated side of abatement enclosures or a condition in which asbestos-containing material is found on other objects as debris, is not covered with jacketing, has been damaged or is otherwise no longer intact which may or has resulted in fiber release but not necessarily a visible release, hazardous condition or of a measurable quantity.
- 1.5.13 CURTAINED DOORWAY: Device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms. Is typically constructed by placing three overlapping sheets of opaque 6-mil polyethylene over an existing or temporarily framed doorway. Secure each sheet along the top of the doorway and the vertical edge of one sheet along one vertical side of the doorway.

Secure the vertical edge of the second sheet along the opposite vertical side of the doorway and attach the third sheet along the same side of the doorway as the first sheet so that the second sheet is between the first and third sheets.

1.5.14 DECONTAMINATION ENCLOSURE SYSTEM: A series of connected rooms with curtained doorways between any two adjacent rooms, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.

1.5.14.1 DECONTAMINATION AREA: An area adjacent to regulated area, for the decontamination of workers and/or materials and equipment, constructed or moved onto site (Sometimes referred to as a Dry Decon).

1.5.14.2 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM: (Also referred to as a Load-out.) A room or portion of a regulated area at an exit where waste disposal bags are covered with a second, clean waste disposal bag prior to hand off to uncontaminated workers outside the regulated area for transport to a landfill or in which equipment is washed down and decontaminated prior to transfer from the regulated area.

1.5.14.3 FULL STAGE DECONTAMINATION ENCLOSURE SYSTEM: A Decontamination enclosure system for workers to enter and exit the regulated area through, typically consisting of a curtained doorway, an equipment room, a curtained doorway, a shower, a curtained doorway, and a clean room (Also referred to as a Wet Decon).

1.5.15 ENCLOSURE: The construction of an airtight, impermeable barrier around asbestos-containing material to control the release of asbestos fibers into the air.

1.5.16 FIXED OBJECT: A unit of equipment or furniture in the regulated area that cannot be removed without dismantling.

1.5.17 GROSS ABATEMENT AREA: Wet removal of ACM is performed in a regulated area that is sealed and fully contained in polyethylene sheeting. Workers enter the regulated area through a decontamination enclosure system.

1.5.18 HEPA FILTER: A high efficiency particulate air (HEPA) filter capable of collecting and retaining 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter.

1.5.19 HEPA VACUUM EQUIPMENT: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining monodispersed particles greater than or equal to 0.3 microns in diameter.

1.5.20 NEGATIVE AIR PRESSURE EQUIPMENT: A local exhaust system, capable of maintaining a constant, low velocity airflow through the decontamination enclosure system and into the regulated area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.

1.5.21 NIOSH: National Institute for Occupational Safety and Health.

1.5.22 ENCAPSULATION: A liquid material which can be applied to surfaces from which asbestos containing materials have been removed to control the possible release of residual asbestos fibers, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components (penetrating encapsulant).

- 1.5.23 REMOVAL: The taking out or stripping of substantially all ACBM/ACM from a damaged area, a functional space, or a homogeneous area in a building.
- 1.5.24 REPAIR: Returning damaged ACBM/ACM to an undamaged condition or to an intact state to prevent fiber release.
- 1.5.25 SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 1.5.26 UNCONTAMINATED: Does not meet the definition of Contaminated, 1.4.12.
- 1.5.27 WET CLEANING/WIPING: The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
- 1.5.28 WORK AREA: The area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers, or debris, and entry by unauthorized personnel.

PART 2 EQUIPMENT AND MATERIALS

2.1 MATERIALS

- 2.2.1 Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- 2.2.1.1 Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficiently to prevent damage or contamination.
- 2.2.1.2 Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations.
- 2.2.2 POLYETHYLENE SHEETING: (Also called Plastic) A minimum of 6-mil shall be used for critical barriers, floors, covering fixed objects, and wrapping irregularly shaped waste. A minimum of 4-mil shall be used for walls, in sizes to minimize the frequency of joints.
- 2.2.3 TAPE: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- 2.2.4 ADHESIVES: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- 2.2.4.1 For this project 3M76, 77, Poly Prep spray adhesive or equal.

2.2.5 CAULKS: As approved.

2.2.6 SURFACTANT: Shall consist of 50% polyoxyethylene ether and 50% of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce of surfactant to 5 gallons of water. Use "Aqua-Gro" by Aquatrols Corp. of America, Pennsauken, New Jersey, or approved equal. The Contractor shall be responsible for verifying that this surfactant is compatible with the materials to be removed and their substrates. If found to be incompatible, the Contractor shall supply suitable wetting agents at no extra cost to the Owner.

2.2.7 IMPERMEABLE CONTAINERS: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61. Containers must be both air and watertight and must be resistant to damage and rupture. The containers shall be a pair of 6-mil polyethylene bags unless approved otherwise by Consultant. Oversized or irregularly shaped waste material shall be wrapped in two layers of 6-mil polyethylene sheeting, taped and labeled so as to be resistant to damage, rupture, and be air and watertight.

2.2.8 WARNING LABELS AND SIGNS: As required by OSHA regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61.

2.2.10 MASTIC REMOVAL SOLVENT: Solvent capable of removing mastic using hand pressure accompanied by hand tools. Solvent must not meet EPA's characteristics of hazardous waste and must be of low odor.

2.2.11 OTHER MATERIALS: Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete the project.

2.3 TOOLS AND EQUIPMENT

2.3.1 Provide suitable tools for asbestos removal.

2.3.1.1 Water Sprayer: Airless or a low-pressure sprayer for amended water application as appropriate.

2.3.1.2 Air-Purifying Equipment: Shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge asbestos fibers outside the abatement area. Thus, the negative air equipment shall be equipped with a three-filter bank with the last being the HEPA filter

2.3.1.4 Vacuums: Use HEPA type such as Nilfisk GA 73, or other vacuums certified for asbestos abatements.

2.3.1.5 Backflow check valves: Are to be used when attaching to Owner's faucets.

2.3.1.6 Other tools and equipment as necessary.

PART 3 EXECUTION OF ABATEMENT

3.1 POSTING OF THE PROJECT

Post signs to comply with OSHA regulation 29 CFR 1926.1101 and with all other Federal, State, and Local requirements.

3.2 WORK AREA PREPARATION

- 3.2.1 The Contractor, in coordination with the Owner, shall shut down electric power to proposed regulated areas as necessary for safety.
- 3.2.2 The Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling, and ventilating air systems to proposed regulated areas.
- 3.2.3 Remove all removable items and equipment from proposed regulated areas prior to the beginning of work by the contractor.
- 3.2.4 Preclean proposed regulated areas and fixed objects within, first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use. Completely enclose fixed objects with a minimum 6-mil plastic sheeting sealed with tape.

3.3 WORK AREAS

- 3.3.1 Work areas must be constructed and utilized in accordance with State of Missouri Asbestos Regulations and Statutes, EPA NESHAPS, and OSHA 29 CFR 1926.1101.
 - 3.3.1.1 This should include the installation of splashguards, critical barriers on HVAC vents, and negative air machines to establish four air exchanges per hour.
 - 3.3.1.2 If floor tile will be removed using mechanical means, then a full enclosure containment shall be used as required by State and/or Federal regulations. Where differences in regulations occur, the most stringent shall apply.
- 3.3.2 At the beginning of each work shift and throughout removal, all barriers shall be inspected, and if not found in proper condition, repaired immediately.

3.4 DECONTAMINATION

- 3.4.1 Decontamination Enclosure Systems must be constructed and utilized in accordance with State of Missouri Asbestos Regulations, EPA NESHAPS, and OSHA 29 CFR 1926.1101.
- 3.4.2 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM: A room or portion of a regulated area at an exit where waste disposal bags are covered with a second, clean waste disposal bag prior to hand off to uncontaminated workers outside the regulated area for transport to a landfill or in which equipment is washed down and decontaminated prior to transfer from the regulated area.
- 3.4.2.1 Contractor may elect to construct equipment decontamination enclosure system on side of equipment room of full stage decontamination enclosure system.
- 3.4.2.2 If equipment decontamination enclosure system is outside building, cover in 1/2" plywood and have securable door.
- 3.4.3 DECONTAMINATION AREA: Small-scale short duration projects, glovebag removals, and non-friable abatements do not require a full stage decontamination enclosure system.
- 3.4.3.1 Establish a decontamination area that is adjacent to or within the regulated area for decontamination of employees and equipment. Use of portable decontamination enclosure systems acceptable to State of Missouri, EPA and OSHA may be used. At a minimum the decontamination location shall consist of an area covered by an impermeable drop cloth on the floor or horizontal-working surface of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination.
- 3.4.3.2 A HEPA equipped vacuum shall be used to clean debris from protective clothing.
- 3.4.3.3 Sufficient water shall be available for workers to clean with.
- 3.4.3.4 Entry to and exit from the regulated area shall be through the decontamination area.
- 3.4.3.5 At the end of each work shift: Thoroughly disinfected, HEPA vacuumed, and wet cleaned. All debris and rubbish shall be removed, bagged, and disposed of as asbestos-containing materials.

3.5 SEPARATION OF WORK AREAS FROM NON-WORK AREAS

3.5.1 The work areas are to be separated from occupied areas by temporary barriers. The barriers are to meet with State of Missouri Asbestos Regulations, EPA NESHAPS, and OSHA 29 CFR 1926.1101.

3.6 COMMUNICATIONS

3.7.1 In large noisy or multiple work areas where shouting is not effective, provide an electronic communications system suitable for inside or outside, and inter-room communications, in order to monitor all activities within the regulated area, to readily transfer messages from one location to another.

3.8 FIRE EXITS

3.8.1 Designate and maintain emergency and fire exits from the regulated area in accordance with local codes and regulation. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the regulated area.

3.9 SECURITY

3.9.1 Assist Owner in maintaining the security for building. Contractor is responsible for the security of the work area.

3.10 VENTILATION SYSTEMS

3.10.1 FULL ENCLOSURE: required when Contractor uses mechanical means to remove floor tile unless a waiver is granted by the appropriate governing bodies.

3.10.1.1 Comply with paragraph J.2 of the EPA document, Guidance of Controlling Friable Asbestos-Containing Materials in Buildings, June 1985.

3.10.1.2 Have one spare unit of negative air pressure equipment available at all times. Spare units of negative air pressure equipment shall be of the same size and capacity as the largest operating equipment.

3.10.1.3 Suspend electrical cords off the floor and out of workers' way to protect the cords from damage from traffic, sharp objects, and pinching. Do not fasten cords with staples, and do not hang cords from nails or suspend with wire.

- 3.10.1.4 Provide sufficient units of negative air pressure equipment in each regulated area to complete at least one air change every 15 minutes in all locations of the regulated areas. Units of negative air pressure equipment are assumed to draw 80% of their rated capacity. If it can be proven to the Consultant that the equipment draws over 80% of their rated capacity, the number of negative air pressure equipment units may be altered.
- 3.10.1.5 Locate units of negative air pressure equipment so that make-up air enters the regulated area primarily through the decontamination enclosure system and transverses the regulated area as much as possible. Use Section J.3 of the referenced standard as a guide.
- 3.10.1.6 Provide additional make-up air openings as shall be necessary to effectively move air through the regulated area and to avoid creating too high a pressure differential that would damage or cause "blown-in" of temporary barriers and plastic coverings. Provide inlets by making openings in the plastic sheeting near the ceiling and as far as possible from the negative air pressure equipment. Provide self-closing polyethylene flaps over the openings to prevent backflow of air from the enclosure to the outside.
- 3.10.1.7 Provide only enough auxiliary make-up air openings to maintain visible signs of adequate negative pressure, such as the plastic sheeting on barriers moving in towards the regulated area. A pressure differential in excess of 0.02 inches of water shall be maintained.
- 3.10.1.8 Vent all units of negative air pressure equipment to the outside of the building. Provide flexible or rigid duct as necessary to provide exterior venting and proper location of negative air pressure equipment. Ducts shall be completely sealed, in good repair, and protected from possible damage within the regulated area.
- 3.10.1.9 After the regulated area has been prepared, the decontamination enclosure system set up, and the negative air pressure equipment installed, start the equipment (one at a time if more than one is provided). Visually check the direction of air movement through the openings in the barriers and verify movement of air in all locations of the regulated areas by use of ventilation smoke tubes. Adjust the location of the negative air pressure equipment or provide additional negative air pressure equipment for the regulated area if the test indicates inadequate or improper air movement.
- 3.10.1.10 After removal has begun, maintain operation of negative air pressure equipment continuously to maintain a constant negative pressure until approved by Consultant. Do not turn equipment off at the end of the work shift or when removal operations temporarily stop.

- 3.10.2 When approved by Consultant, remove and dispose of pre-filters and shut off the negative air pressure equipment. If the negative air pressure equipment is to be used in another regulated area, leave the final filter in place and seal all intake openings to the equipment to prevent contamination due to asbestos fibers collected on the final filter. If the negative air pressure equipment is not to be used in other regulated areas, remove the final filter and dispose of as contaminated waste. If dismantling of negative air pressure equipment results in visible dust on surfaces HEPA vacuum and wet wipe area.
- 3.10.3 Change filters in negative air pressure equipment in accordance with manufacturer's recommendations and Paragraph J.3.2.2.1 of the EPA document, Guidance of Controlling Friable Asbestos-Containing Materials in Buildings, June 1985, or when there is obvious loss of negative pressure.

3.11 PREWORK INSPECTIONS

- 3.11.1 Upon completion of all regulated area preparation and immediately before work is to begin, notify Consultant that the regulated area is ready for inspection.
- 3.11.2 The Contractor shall not begin abatement work until the Consultant has inspected the area and any deficiencies have been corrected.

3.12 GROSS REMOVAL

- 3.12.1 FULL ENCLOSURE: for gross abatement of friable asbestos-containing materials. If removal of floor tile is completed using machine methods, then the material is deemed friable. Related Sections: 02071 – 3.2 (Work Area Preparation), 3.3 (Work Areas), 3.4 (Decontamination Enclosure Systems), 3.5 (Separation of Work Areas), 3.6 (Worker Protection), 3.7 (Communication), 3.8 (Fire Exits), 3.9 (Security), 3.10 (Ventilation Systems), 3.11 (Pre-work Inspection), and 3.15 (Post-Removal Encapsulation of Affected Areas), 3.16 (Test for final clearance).
- 3.12.1.1 Any housing grills, vents, penetrations, or other components concealing asbestos-containing materials shall be lowered and/or removed and protected to provide access to the materials. Replacement or reattachment of these shall be in a manner such that function, and appearance is equal to or exceeds the original condition.
- 3.12.1.2 All fixtures, grills, clocks, intercom systems, and any other metal objects shall be protected from amended water. Surfactant will cause oxidation. Painted surfaces shall also be protected. Gauges or other items susceptible to rust shall be cleaned with an acceptable substitute such as isopropyl alcohol.

- 3.12.1.3 Spray asbestos-containing material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excessive dripping. The use of high RPM power equipment, pressure washers, or hydroblasters shall not be acceptable without permission from Consultant. Remove the saturated asbestos material in small sections from all areas. Material drop shall not exceed fifteen feet (15'). For heights up to fifty feet (50'), provide inclined chutes to intercept drop. For heights exceeding fifty feet (50') provide enclosed, dust proof chutes. Material shall not be allowed to dry before placing in sealable polyethylene bags of 6-mil minimum thickness. All asbestos-containing material shall be removed thoroughly and totally. Nylon fiber brushes shall be used to clean asbestos fibers from rough surfaces. Any contaminated material capable of puncturing the polyethylene shall be packaged separately.
- 3.12.2 Maintain regulated areas free of accumulated asbestos-containing materials at all times. Keep waste materials wet until enclosed in impermeable containers.
- 3.12.3 If impermeable containers are 6-mil bags, then the bags shall be wet cleaned or HEPA vacuumed. Single bagged material shall be placed in a clean bag or into a lined drum. Ensure that all double-bagged items yield a minimum covering of 12-mil before removal from the regulated area. At no time shall a removal worker pass through the Equipment Decontamination Enclosure System into the uncontaminated area.
- 3.12.4 Once the removal has been completed, notify Consultant that the area is ready for visual inspection. The Consultant will inspect area for cleanliness. If area is not considered to be clean, the Contractor will reclean area. Upon approval by Consultant, encapsulate area as described in 3.15 (Post Removal Encapsulation of Affected Areas). Consultant will then reinspect area to ensure proper encapsulation procedures were followed. Consultant will initiate aggressive final air sampling. Consultant will provide final air sampling results to the Contractor and the Owner.
- 3.12.5 If testing results indicate fiber concentrations not acceptable by EPA AHERA and this project manual, the regulated area shall remain sealed until acceptable standards are met.

3.14 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND ASBESTOS CONTAMINATED WASTE (SOLID AND/OR LIQUID)

- 3.14.1 Vehicles used for transporting asbestos-containing materials to disposal sites shall have a completely enclosed, lockable storage compartment unless drums are used. All storage compartments left on-site shall be totally enclosed and locked. Storage compartments shall be plasticized and sealed with a minimum of one (1) layer of 6-mil polyethylene on the sides and top and two (2) layers of 6-mil polyethylene on the

floor. The compartments shall be thoroughly wet cleaned and/or HEPA-vacuumed following the disposal of each load of material at the dumpsite. At the conclusion of the project (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA-vacuumed in order to eliminate all debris prior to reuse of the vehicles. Ensure rented vehicles are clean prior to being returned to the rental company. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.

3.14.2 Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.

3.14.3 Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.

3.16 TEST FOR FINAL CLEARANCES

3.16.1 After all surfaces are wet wiped and HEPA-vacuumed upon completion of asbestos removal and all areas within the regulated area are visually clean and encapsulated (if applicable), negative air filtration will continue.

3.16.2 Clearance sampling will be undertaken in accordance with Section 02074.

3.16.3 Once clearance levels are achieved, the Consultant will notify the Contractor who will within a day of notification begin the removal of containment and equipment, etc. from the jobsite.

3.16.4 If upon removal of the containment and equipment, visible dust on surfaces is observed, HEPA-vacuum and wet wipe area.

3.16.5 Once visually clean and approved by the Consultant, the Contractor can remove the critical barriers and negative air machines.

END OF SECTION 02071

SECTION 02074 – TESTING

PART 1 - GENERAL

1.1. TESTING/AIR MONITORING

- 1.1.1 Throughout the duration of the abatement operation, a third-party Consultant, hired by the owner shall conduct air monitoring and site observation. The Consultant is to be independent from the Contractor so that no conflict of interest may arise. The Consultant is to verify whether the Contractor is complying with EPA and OSHA regulations and any applicable state and local government regulations as well as Section 02071. If the Consultant discovers otherwise, the Consultant will notify the owner immediately.
- 1.1.2 The Consultant will have to work closely with the Contractor and the Owner to coordinate on site activities, schedules, air monitoring, clearance testing, and removal of containment enclosures. The Consultant shall assure timely clearance testing so as not to delay the project.
- 1.1.3 The Contractor shall be responsible for providing personal monitoring of his employees as per 29 CFR 1926.1101.
- 1.1.4 Monitoring Prior to Actual Removal: When feasible the Consultant will conduct background area air monitoring and establish the reference baseline ambient fiber concentrations one day prior to the masking and sealing operations for each work area.
- 1.1.5 Monitoring During Asbestos Removal: Consultant will conduct quality control area air monitoring during abatement operations. If monitoring outside the asbestos control area shows airborne concentrations exceeding the prework baseline reference, or 0.01 f/cc (PCM) if baseline monitoring is not conducted, the Consultant will notify the Contractor and Owner immediately of such results. The Contractor shall stop all work and correct the condition(s) causing the elevated concentrations.
- 1.1.6 Visual Inspection After Final Cleanup: Consultant will conduct a visual inspection in accordance with EPA AHERA 40 CFR Part 763.90. If any part of the containment fails the visual inspection, the abatement contractor must reclean the failed areas (wet methods and hepa vacuum) and consultant must reconduct the visual inspection until failed areas pass.
- 1.1.7 Monitoring After Final Cleanup: Consultant will provide aggressive PCM and/or TEM clearance air monitoring in accordance with EPA AHERA 40 CFR Part 763.90 after final cleanup but before removal of the enclosure of the asbestos control area. All PCM and TEM clearance samples will be overnighted the same day of collection, to an accredited laboratory. Consultant will interpret results and notify contractor of clearance results.

- 1.1.8 Clearance Levels: The air clearance levels must be in accordance with EPA AHERA 40 CFR Part 763.90 and this specification. An airborne concentration of 0.01 fibers / cubic centimeter by PCM or an average of 70 structures / millimeters squared by TEM will be regarded as the clearance level. If these criteria are not met, the Contractor must reclean the failed areas until clearance levels are achieved.
- 1.1.9 Monitoring Results: All PCM and/or TEM sample results will be available within 48 hours after collection. Consultant will notify the Contractor and the Owner of clearance results immediately upon receipt of clearance air sampling.

END OF SECTION - 02074

	Attachments
--	--------------------

<p>Attachment A Asbestos Containing Material Quantity and Location</p>
--



Client: Raytown Quality Schools
 Project: Raytown Quality Schools Asbestos Flooring Abatement 2023

Location	Materials	Quantity
Westridge Elementary School		
Classroom A101	9" Gray Floor Tile with Green and Purple Specs and Black Mastic	1,008 Square Feet
Classroom A112	9" Gray Floor Tile with Gray and Blue Specs and Black Mastic	980 Square Feet
Eastwood Hills Elementary School		
Cafeteria A10, Corridor A00C	12" Brown Floor Tile with Red and Yellow Streaks and Cream with Black and White Streaks and Black Mastic	1,756 Square Feet
Corridors B35 and A37	9" Tan Floor Tile with Brown and White Streaks and Black Mastic	3,768 Square Feet
Raytown Middle School Main Level		
Stair 236 Landing	9" Vinyl Floor Tile and Brown Mastic	144 Square Feet
Corridor 232	12" Floor Tile and Black Mastic	1,344 Square Feet
Stair #4 004	12" Floor Tile and Black Mastic	96 Square Feet
Break Room 209	12" Floor Tile and Black Mastic	225 Square Feet
Corridor 249	12" Floor Tile and Black Mastic	570 Square Feet
Vestibule 233, Stair 236, Corridor 266, Corridor 265, Corridor 225, Stair #3 003, Corridor 104, Stair #4 004, Corridor 262, Corridor 261, Stair #1 001, Corridor 193, Corridor 259, Corridor 260, Corridor 250, Corridor 264, Corridor 142, Corridor 268, Stair 267, Cafeteria	9" Vinyl Floor Tile and Brown Mastic	19,762 Square Feet

<p>Attachment B Asbestos Inspection Report</p>
--



March 22, 2023

Mr. Josh Hustad
Director of Facilities
Raytown Quality Schools
5911 Blue Ridge Blvd.
Raytown, Missouri 64133

Limited Asbestos Sampling
Date Performed: **March 13, 2023**
Location: **Westridge Elementary School**
Address: **8500 East 77th Street, Kansas City, Missouri 64138**
Area Description: **Inspect Classroom 112**
Requested By: **Josh Hustad**
Reason for Request: **AHERA Reinspection**
Performed By: **Kameron O'Donnell**
Certification #: **7001011223MOIR22039**

Dear Mr. Hustad:

On March 13, 2023, Kameron O'Donnell of Axiom Service Professionals (ASP) conducted the limited asbestos sampling from the subject site detailed above. Inspector certification is provided in Appendix A. The sampling was conducted to determine potential asbestos content of suspect flooring, and adhesive material in Classroom 112 prior to the planned renovation work.

Asbestos samples were collected in accordance with Environmental Protection Agency's AHERA regulations (40 CFR Part 763, subpart E) and other applicable local, state, and federal asbestos guidelines and regulations. The samples were submitted to SanAir Technologies Laboratory for analysis. The lab is accredited by the National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP) and the NVLAP Lab code number is 200870-0. The bulk samples were analyzed by polarized light microscopy (PLM) using EPA Method Reference 600/R-93/116.

A material is considered to be an asbestos-containing material (ACM) if at least one sample collected from the material showed asbestos present in an amount greater than one percent (1%), in accordance with the definition of ACM per the Environmental Protection Agency (EPA). Laboratory results may indicate that some materials listed below contain trace amounts (<1%) of asbestos. If so, the material does not meet the EPA definition of asbestos-containing material (1% or greater) and therefore, such material would not be regulated by EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPS). However, these materials would still be regulated under OSHA 29 CFR 1926.1101 the Asbestos Worker Construction Standard which sets protocols for the protection of workers who may encounter asbestos during their work activities.

The sampling was performed only on suspect flooring, and adhesive material located in Classroom 112. Suspect materials sampled during this pre-renovation inspection are listed in the table below. Laboratory results and the chain of custody can be found attached as Appendix B.

All materials listed below **highlighted in red text** are federally regulated regarding abatement methods, worker training, and notification of building occupants, employees, and contractors.

Sample #	Sample Description	Area Description	Friability	% Asbestos
8500-FT 6-1, 6-2	9"x9" Vinyl Floor Tile Gray with Gray and Blue Specs with Black Mastic	Room 112	Non-Friable	5% Chrysotile (Floor Tile) < 1% Chrysotile (Mastic)
8500-CA 7-1, 7-2	Yellow Carpet Adhesive	Room 112	Non-Friable	NAD

NAD - No Asbestos Detected

Axiom Service Professionals appreciates the opportunity to serve you. If you have any questions, please feel free to call or email.

Sincerely,



Kameron O'Donnell
Missouri Asbestos Inspector
816-914-5595
kamerono@axiomservicepros.com

Limitations of Inspection

Axiom Service Professionals collected samples of suspect asbestos containing flooring and carpet adhesive materials that will be impacted by planned renovations only. Other suspect materials within the room were not sampled and should be presumed to be asbestos containing until sampling proves otherwise.

Appendix A Certification

CERTIFICATION NUMBER:

7001011223MOIR22039

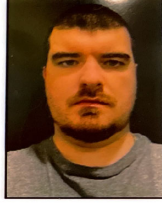
THIS CERTIFIES

Kameron G O'Donnell

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

Inspector



APPROVED: **01/19/2023**

TRAINING DATE: **01/12/2023**

EXPIRES: **01/19/2024**

A handwritten signature in dark ink, appearing to read "Stephen M. Hall".

Director of Air Pollution Control Program

Appendix B

Laboratory Analytical Report



The Identification Specialists

Analysis Report
prepared for
Axiom Service Professionals, LLC

Report Date: 3/22/2023

Project Name: 8500 East 77th Street

Project #: Kansas City, MO

SanAir ID#: 23015095



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

23015095

FINAL REPORT

3/22/2023 2:46:16 PM

Name: Axiom Service Professionals, LLC
Address: PO Box 47166
Kansas City, MO 64188
Phone: 816-678-7894

Project Number: Kansas City, MO
P.O. Number:
Project Name: 8500 East 77th Street
Collected Date: 3/13/2023
Received Date: 3/15/2023 10:05:00 AM

Dear Kameron O'Donnell,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Wednesday, March 15, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 8500-FT-6-1, 8500-FT-6-2, 8500-CA-7-1, 8500-CA-7-2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 4 samples in Good condition.



SanAir ID Number

23015095

FINAL REPORT

3/22/2023 2:46:16 PM

Name: Axiom Service Professionals, LLC**Address:** PO Box 47166

Kansas City, MO 64188

Phone: 816-678-7894**Project Number:** Kansas City, MO**P.O. Number:****Project Name:** 8500 East 77th Street**Collected Date:** 3/13/2023**Received Date:** 3/15/2023 10:05:00 AM

Analyst: Magalis, Lane

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8500-FT-6-1 / 23015095-001 9"x9" Vinyl Floor Tile - Mastic Room 112, Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
8500-FT-6-1 / 23015095-001 9"x9" Vinyl Floor Tile - Mastic Room 112, Mastic	Black Non-Fibrous Heterogeneous		100% Other	< 1% Chrysotile
8500-FT-6-2 / 23015095-002 9"x9" Vinyl Floor Tile - Mastic Room 112, Tile				Not Analyzed
8500-FT-6-2 / 23015095-002 9"x9" Vinyl Floor Tile - Mastic Room 112, Mastic	Black Non-Fibrous Heterogeneous		100% Other	< 1% Chrysotile
8500-CA-7-1 / 23015095-003 Carpet Adhesive/Room 112	Yellow Non-Fibrous Heterogeneous		100% Other	None Detected
8500-CA-7-2 / 23015095-004 Carpet Adhesive/Room 112	Yellow Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 3/22/2023

Date: 3/22/2023

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



10501 Trade Ct., Suite 100
N. Chesterfield, VA 23236
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 7, 10/20/2022

SanAir ID Number

23015095

Company: Axiom Service Professionals	Project #: Kansas City, Missouri	Collected by: Kameron O'Donnell
Address: P.O. Box 47166	Project Name: 8500 East 77th Street	Phone #: 816-914-5595
City, St., Zip: Kansas City, Missouri 64188	Date Collected: 3/13/2023	Fax #:
State of Collection: Missouri Account#:	P.O. Number:	Email: kamerono@axiomservicepros.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABB	PLM EPA 600/R-93/116 <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABEPA3	PLM EPA 400 Point Count <input type="checkbox"/>
ABBEEN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABCM	Cincinnati Method <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>		
		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
		Positive Stop <input type="checkbox"/>			
				Matrix	Other

** Available on 24-hr. to 5-day TAT

Water	
ABHE	EPA 100.2 <input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input checked="" type="checkbox"/> 5 Days

Special Instructions						
Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*	
8500-FT-6-1	9"x9" Vinyl Floor Tile Grey w/ Grey & Blue specs w/ Black Mastik / Room 112	N/A	3/13/23	N/A	-	-
8500-FT-6-2	9"x9" Vinyl Floor Tile Grey w/ Grey & Blue specs w/ Black Mastik / Room 112	N/A	3/13/23	N/A	-	-
8500-CA-7-1	Yellow Carpet Adhesive / Room 112	N/A	3/13/23	N/A	-	-
8500-CA-7-2	Yellow Carpet Adhesive / Room 112	N/A	3/13/23	N/A	-	-

Relinquished by	Date	Time	Received by	Date	Time
Kameron O'Donnell	3/13/2023		EJC	3-15-23	10:05 AM

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



March 21, 2023

Mr. Josh Hustad
Director of Facilities
Raytown Quality Schools
5911 Blue Ridge Blvd.
Raytown, Missouri 64133

Limited Asbestos Sampling
Date Performed: **March 8, 2023**
Location: **Westridge Elementary School**
Address: **8500 East 77th Street, Kansas City, Missouri 64138**
Area Description: **Inspect Classroom's A100, A101, A114, Cafeteria, Corridors, Vestibules, and Stairwell Landings - All Floors**
Requested By: **Josh Hustad**
Reason for Request: **AHERA Reinspection**
Performed By: **Kameron O'Donnell and Kody Tramm**
Certification #: **7001011223MOIR22039 and 7011070822MOSR19410**

Dear Mr. Hustad:

On March 8, 2023, Kameron O'Donnell and Kody Tramm of Axiom Service Professionals (ASP) conducted the limited asbestos sampling from the subject site detailed above. Inspector's certifications are provided in Appendix A. The sampling was conducted to determine potential asbestos content of suspect flooring, and adhesive materials in Classroom's A100, A101, A114, cafeteria, corridors, vestibules, and stairwell landings throughout the building prior to the planned renovation work.

Asbestos samples were collected in accordance with Environmental Protection Agency's AHERA regulations (40 CFR Part 763, subpart E) and other applicable local, state, and federal asbestos guidelines and regulations. The samples were submitted to SanAir Technologies Laboratory for analysis. The lab is accredited by the National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP) and the NVLAP Lab code number is 200870-0. The bulk samples were analyzed by polarized light microscopy (PLM) using EPA Method Reference 600/R-93/116.

A material is considered to be an asbestos-containing material (ACM) if at least one sample collected from the material showed asbestos present in an amount greater than one percent (1%), in accordance with the definition of ACM per the Environmental Protection Agency (EPA). Laboratory results may indicate that some materials listed below contain trace amounts (<1%) of asbestos. If so, the material does not meet the EPA definition of asbestos-containing material (1% or greater) and therefore, such material would not be regulated by EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPS). However, these materials would still be regulated under OSHA 29 CFR 1926.1101 the Asbestos Worker Construction Standard which sets protocols for the protection of workers who may encounter asbestos during their work activities.

The sampling was performed only on suspect flooring, and adhesive materials located in Classroom's A100, A101, A114, cafeteria, corridors, vestibules, and stairwell landings throughout the building. Suspect materials sampled during this pre-renovation inspection are listed in the table below. Laboratory results and the chain of custody can be found attached as Appendix B.

All materials listed below **highlighted in red text** are federally regulated regarding abatement methods, worker training, and notification of building occupants, employees, and contractors.

Sample #	Sample Description	Area Description	Friability	% Asbestos
8500-FT 1-1, 1-2	12"x12" Brown Vinyl Floor Tile with Tan Almond Design with Black Mastic	Corridor A025 @ A106 Cafeteria	Non-Friable	NAD
8500-FT 2-1, 2-2	12"x12" Brown Vinyl Floor Tile with Tan Almond Design with Black Mastic and Leveling Compound	Stair B140	Non-Friable	NAD
8500-CB 3-1, 3-2	3" Black Vinyl Cove Base with Beige Adhesive	Corridor A025	Non-Friable	NAD
8500-CA 4-1, 4-2	Yellow Carpet Adhesive	Classroom A100 Classroom A114	Non-Friable	NAD
8500-FT 5-1, 5-2	12"x12" White Floor Tile with Gray Almond Design with Black Mastic	Classroom A100 Classroom A114	Non-Friable	NAD
8500-CB 6-1, 6-2	3" Blue Vinyl Cove Base with Beige Adhesive	Classroom A100 Classroom A114	Non-Friable	NAD
8500-FT 7-1, 7-2	9"x9" Gray Floor Tile with Green and Purple Specs with Black Mastic	Classroom A101	Non-Friable	5% Chrysotile (Floor Tile)

NAD - No Asbestos Detected

Axiom Service Professionals appreciates the opportunity to serve you. If you have any questions, please feel free to call or email.

Sincerely,

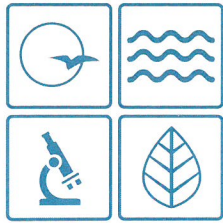


Kameron O'Donnell
Missouri Asbestos Inspector
816-914-5595
kamerono@axiomservicepros.com

Limitations of Inspection

Axiom Service Professionals collected samples of suspect asbestos containing flooring and cove base materials that will be impacted by planned renovations only. Other suspect materials within the rooms were not sampled and should be presumed to be asbestos containing until sampling proves otherwise.

Appendix A Certification



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

July 26, 2022

Kody L Tramm
111 West 5th St
Edgerton, KS 66021

CERTIFICATION NUMBER:
7011070722MOIR19410

THE CERTIFIED
Kody L Tramm
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Inspector



APPROVED: **07/26/2022**

TRAINING DATE: **07/07/2022**

EXPIRES: **07/26/2023**

Director of Air Pollution Control Program

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7011070722MOIR19410

Course Training Date: July 07, 2022

Missouri Certification Approval Date: July 26, 2022

Missouri Certification Expiration Date: July 26, 2023

Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program

PO Box 176, Jefferson City, MO 65102-0176 • dnr.mo.gov



CERTIFICATION NUMBER:

7001011223MOIR22039

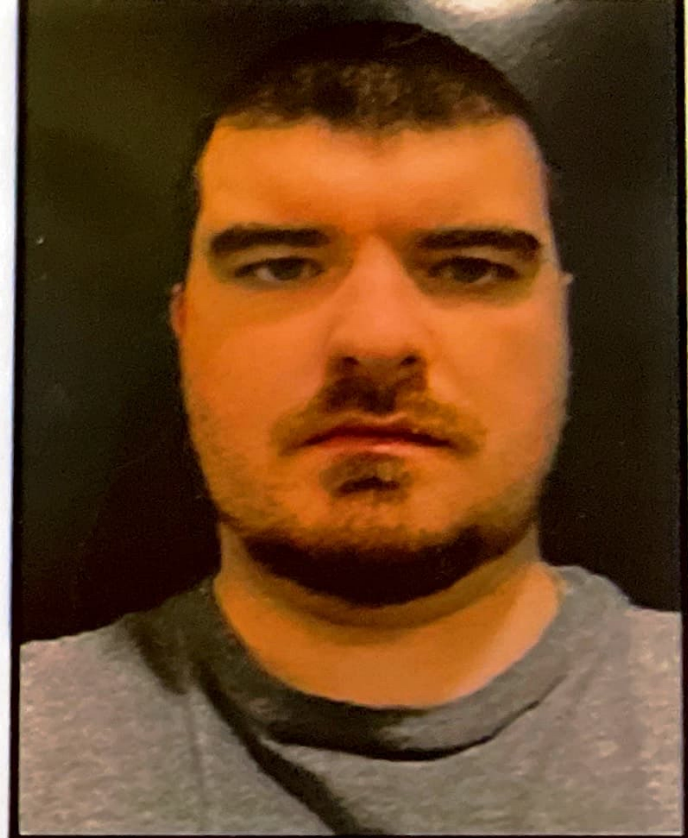
THIS CERTIFIES

Kameron G O'Donnell

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

Inspector



APPROVED: **01/19/2023**

TRAINING DATE: **01/12/2023**

EXPIRES: **01/19/2024**

A handwritten signature in blue ink, appearing to read "Stephen M. Hall". The signature is fluid and cursive, written over a white background.

Director of Air Pollution Control Program

Appendix B
Laboratory Analytical Report



The Identification Specialists

Analysis Report
prepared for
Axiom Service Professionals, LLC

Report Date: 3/16/2023

Project Name: 8500 East 77th Street

Project #: Kansas City, Missouri

SanAir ID#: 23013977



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

23013977

FINAL REPORT

3/16/2023 5:07:18 PM

Name: Axiom Service Professionals, LLC
Address: PO Box 47166
Kansas City, MO 64188
Phone: 816-678-7894

Project Number: Kansas City, Missouri
P.O. Number:
Project Name: 8500 East 77th Street
Collected Date: 3/8/2023
Received Date: 3/9/2023 10:10:00 AM

Dear Kameron O'Donnell,

We at SanAir would like to thank you for the work you recently submitted. The 14 sample(s) were received on Thursday, March 09, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 8500-FT-1-1, 8500-FT-1-2, 8500-FT-2-1, 8500-FT-2-2, 8500-CB-3-1, 8500-CB-3-2, 8500-CA-4-1, 8500-CA-4-2, 8500-FT-5-1, 8500-FT-5-2, 8500-CB-6-1, 8500-CB-6-2, 8500-FT-7-1, 8500-FT-7-2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is fluid and cursive.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 14 samples in Good condition.



SanAir ID Number

23013977

FINAL REPORT

3/16/2023 5:07:18 PM

Name: Axiom Service Professionals, LLC
Address: PO Box 47166
Kansas City, MO 64188
Phone: 816-678-7894

Project Number: Kansas City, Missouri
P.O. Number:
Project Name: 8500 East 77th Street
Collected Date: 3/8/2023
Received Date: 3/9/2023 10:10:00 AM

Analyst: Mayes, Jean

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8500-FT-1-1 / 23013977-001 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic/Corridor, Floor Tile	Brown Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-1-1 / 23013977-001 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic/Corridor, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-1-2 / 23013977-002 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic/Corridor, Floor Tile	Brown Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-1-2 / 23013977-002 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic/Corridor, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-2-1 / 23013977-003 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Floor Tile	Brown Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-2-1 / 23013977-003 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-2-1 / 23013977-003 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Leveling Compound	Grey Non-Fibrous Homogeneous	1% Cellulose	99% Other	None Detected
8500-FT-2-2 / 23013977-004 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Floor Tile	Brown Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 3/16/2023

Date: 3/16/2023



SanAir ID Number

23013977

FINAL REPORT

3/16/2023 5:07:18 PM

Name: Axiom Service Professionals, LLC
Address: PO Box 47166
Kansas City, MO 64188
Phone: 816-678-7894

Project Number: Kansas City, Missouri
P.O. Number:
Project Name: 8500 East 77th Street
Collected Date: 3/8/2023
Received Date: 3/9/2023 10:10:00 AM

Analyst: Mayes, Jean

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8500-FT-2-2 / 23013977-004 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-2-2 / 23013977-004 12"x12" Vinyl Floor Tile W/ Almond Design W/ Mastic And, Leveling Compound	Grey Non-Fibrous Homogeneous	1% Cellulose	99% Other	None Detected
8500-CB-3-1 / 23013977-005 3" Vinyl Cove Base W/ Adhesive/Corridor A025, Cove Base	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-3-1 / 23013977-005 3" Vinyl Cove Base W/ Adhesive/Corridor A025, Adhesive	Beige Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-3-2 / 23013977-006 3" Vinyl Cove Base W/ Adhesive/Corridor A025, Cove Base	Black Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-3-2 / 23013977-006 3" Vinyl Cove Base W/ Adhesive/Corridor A025, Adhesive	Beige Non-Fibrous Homogeneous		100% Other	None Detected
8500-CA-4-1 / 23013977-007 Carpet Adhesive/Classroom A100	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
8500-CA-4-2 / 23013977-008 Carpet Adhesive/Classroom A114	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-5-1 / 23013977-009 12"x12" Floor Tile W/ Almond Design W/ Mastic/Classroom, Floor Tile	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 3/16/2023

Date: 3/16/2023



SanAir ID Number

23013977

FINAL REPORT

3/16/2023 5:07:18 PM

Name: Axiom Service Professionals, LLC
Address: PO Box 47166
Kansas City, MO 64188
Phone: 816-678-7894

Project Number: Kansas City, Missouri
P.O. Number:
Project Name: 8500 East 77th Street
Collected Date: 3/8/2023
Received Date: 3/9/2023 10:10:00 AM

Analyst: Mayes, Jean

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8500-FT-5-1 / 23013977-009 12"x12" Floor Tile W/ Almond Design W/ Mastic/Classroom, Mastic	Black Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
8500-FT-5-2 / 23013977-010 12"x12" Floor Tile W/ Almond Design W/ Mastic/Classroom, Floor Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-5-2 / 23013977-010 12"x12" Floor Tile W/ Almond Design W/ Mastic/Classroom, Mastic	Black Non-Fibrous Homogeneous	3% Cellulose	97% Other	None Detected
8500-CB-6-1 / 23013977-011 3" Vinyl Cove Base W/ Adhesive/Classroom A100, Cove Base	Blue Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-6-1 / 23013977-011 3" Vinyl Cove Base W/ Adhesive/Classroom A100, Mastic	Beige Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-6-2 / 23013977-012 3" Vinyl Cove Base W/ Adhesive/Classroom A114, Cove Base	Blue Non-Fibrous Homogeneous		100% Other	None Detected
8500-CB-6-2 / 23013977-012 3" Vinyl Cove Base W/ Adhesive/Classroom A114, Mastic	Beige Non-Fibrous Homogeneous		100% Other	None Detected
8500-FT-7-1 / 23013977-013 9"x9" Floor Tile W/ Specs W/ Mastic/Classroom A101, Floor Tile	Grey Non-Fibrous Homogeneous		95% Other	5% Chrysotile
8500-FT-7-1 / 23013977-013 9"x9" Floor Tile W/ Specs W/ Mastic/Classroom A101			< 1% Other	None Detected

Analyst:

Analysis Date: 3/16/2023

Approved Signatory:

Date: 3/16/2023



SanAir ID Number

23013977

FINAL REPORT

3/16/2023 5:07:18 PM

Name: Axiom Service Professionals, LLC

Address: PO Box 47166

Kansas City, MO 64188

Phone: 816-678-7894

Project Number: Kansas City, Missouri

P.O. Number:

Project Name: 8500 East 77th Street

Collected Date: 3/8/2023

Received Date: 3/9/2023 10:10:00 AM

Analyst: Mayes, Jean

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
8500-FT-7-2 / 23013977-014 9"x9" Floor Tile W/ Specs W/ Mastic/Classroom A101, Floor Tile				Not Analyzed
8500-FT-7-2 / 23013977-014 9"x9" Floor Tile W/ Specs W/ Mastic/Classroom A101, Mastic	Black Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 3/16/2023

Date: 3/16/2023

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



10501 Trade Ct., Suite 100
N. Chesterfield, VA 23236
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 7, 10/20/2022

SanAir ID Number

23013977

Company: Axiom Service Professionals	Project #: Kansas City, Missouri	Collected by: Kameron O'Donnell
Address: P.O. Box 47166	Project Name: 8500 East 77th Street	Phone #: 816-914-5595
City, St., Zip: Kansas City, Missouri 64188	Date Collected: 3/8/2023	Fax #:
State of Collection: Missouri Account#:	P.O. Number:	Email: kamerono@axiomservicepros.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABB	PLM EPA 600/R-93/116 <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABEPA3	PLM EPA 400 Point Count <input type="checkbox"/>
ABBN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABCM	Cincinnati Method <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>		
		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
		Positive Stop <input type="checkbox"/>		Matrix	Other <input type="checkbox"/>

** Available on 24-hr. to 5-day TAT

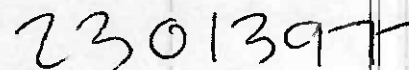
Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions

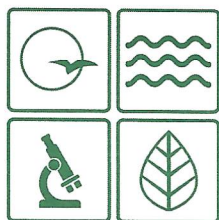
Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
8500-FT-1-1	12x12" Brown Vinyl Floor Tile w/Tan Almond design w/Black Mastix/Corridor A025@A106	N/A	3/8/23	N/A	- -
8500-FT-1-2	12x12" Brown Vinyl Floor Tile w/Tan Almond design w/Black Mastix/Cafeteria	N/A	3/8/23	N/A	- -
8500-FT-2-1	12x12" Brown Vinyl Floor Tile w/Tan Almond design w/Black Mastix and leveling compound/Stair B140	N/A	3/8/23	N/A	- -
8500-FT-2-2	12x12" Brown Vinyl Floor Tile w/Tan Almond design w/Black Mastix and leveling compound/Stair B140	N/A	3/8/23	N/A	- -
8500-CB-3-1	3" Black Vinyl Covebase w/Beige Adhesive/Corridor A025	N/A	3/8/23	N/A	- -
8500-CB-3-2	3" Black Vinyl Covebase w/Beige Adhesive/Corridor A025	N/A	3/8/23	N/A	- -
8500-CA-4-1	Yellow Carpet Adhesive/Classroom A100	N/A	3/8/23	N/A	- -
8500-CA-4-2	Yellow Carpet Adhesive/Classroom A114	N/A	3/8/23	N/A	- -
8500-FT-5-1	12x12" white Floor Tile w/Grey Almond design w/Black Mastix/Classroom A100	N/A	3/8/23	N/A	- -
8500-FT-5-2	12x12" white Floor Tile w/Grey Almond design w/Black Mastix/Classroom A114	N/A	3/8/23	N/A	- -
8500-CB-6-1	3" Blue Vinyl Covebase w/Beige Adhesive/Classroom A100	N/A	3/8/23	N/A	- -
8500-CB-6-2	3" Blue Vinyl Covebase w/Beige Adhesive/Classroom A114	N/A	3/8/23	N/A	- -

Relinquished by	Date	Time	Received by	Date	Time
Kameron O'Donnell	3/8/2023		12m	3/9/23	10:10am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



Attachment C
Project Designer Certification



Missouri Department of NATURAL RESOURCES

dnr.mo.gov

Michael L. Parson, Governor

March 10, 2022

Glenn S Robinson
9065 Waverly Rd
DeSoto, KS 66018

CERTIFICATION NUMBER:
7011010322MOPDR4804

THIS CERTIFIES
Glenn S Robinson
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Project Designer



APPROVED: **03/11/2022**

TRAINING DATE: **01/03/2022**

EXPIRES: **01/03/2023**


Director of Air Pollution Control Program

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Project Designer, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7011010322MOPDR4804

Course Training Date: January 03, 2022

Missouri Certification Approval Date: March 11, 2022

Missouri Certification Expiration Date: January 03, 2023

Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM



Director of Air Pollution Control Program



Attachment D
Affidavit Compliance with Prevailing Wage Law
Annual Wage Determination Schedule



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____,
My commission expires _____.

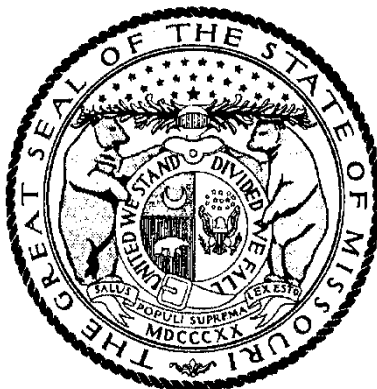
Notary Public

Receipt by Authorized Public Representative

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 048
JACKSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.05
Boilermaker	\$37.33*
Bricklayer	\$59.20
Carpenter	\$60.21
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$66.21
Electrician Outside Lineman	\$64.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$56.84
Ironworker	\$66.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.71
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.15
Plumber	\$74.12
Pipe Fitter	
Roofer	\$57.93
Sheet Metal Worker	\$71.70
Sprinkler Fitter	\$61.32
Truck Driver	\$47.50
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.64
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

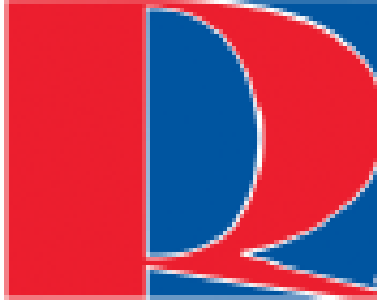
A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Attachment E
E Verify Letter



As a condition for the award of any service contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, a business entity shall submit the following affidavit.

This affidavit affirms that _____ (Company Name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization program operated by the United State Department of Homeland Security under the Immigration Reform and control Act of 1986 (IRCA); and _____ (Company Name) does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

Name (Please Print) of registered agent, legal representative or corporate officer

Title

Signature of registered agent, legal representative or corporate officer

Notary

Attachment F

Subcontractor List

Subcontractor List

Per the Agreement, the following information must be submitted with the Bid Form.

The Contractor hereby certifies that the following subcontractors will be used in performance of the work. Failure to list subcontractors, if applicable, for work identified in this Bid or listing more than one subcontractor for any category of work without designating the portion of work to be performed by each may be grounds for rejection of bid. List the name, address, city, and state of the subcontractor within the table below. If more than one subcontractor will perform work within a category, Contractor shall provide name, address, city, and state of each subcontractor and specify the exact portion of work to be performed by each. If Contractor intends to perform any designated subcontract work by using Contractor's own employees, then the Contractor shall list their own name, address, city, and state.

Subcontractor	Name, Address, City, State
Subcontractor Portion of Work:	
Subcontractor Portion of Work:	
Subcontractor Portion of Work:	
Subcontractor Portion of Work:	

Attachment G

OSHA 10 Affidavit

May 2011

Exhibit 5

AFFIDAVIT OF 10 HOUR OSHA TRAINING

Comes now _____ as _____ first
Name Office Held

being duly sworn, on my oath, affirm _____ does
Company Name

comply with the requirements of Section 292.675, which requires all contractors and subcontractors doing work on the project to provide, and require its on-site employees to complete a ten-hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Industrial Relations which is at least as stringent as an approve OSHA program.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 292.675, RSMo).

Signature (person with authority)

Printed Name

Title

Date

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

Signature of notary

Date

Attachment H

Drug and Alcohol Testing Program Affidavit

Contractor's Affidavit Concerning Drug/Alcohol Testing Program

STATE OF MISSOURI)
) ss
COUNTY OF)

COMES NOW the Affiant after having first been duly sworn and testifies as follows:

My name is _____. I hold the principal office of _____
for _____. I, the undersigned, being duly sworn, certify that
_____ is in compliance with the provisions of Missouri Revised Statute §
161.371; that _____ has established and implemented a random drug and
alcohol testing program as required by Missouri Revised Statute § 161.371 and any applicable
regulations. I further certify that _____ shall subcontract work only to
subcontractors meeting the requirements of Missouri Revised Statute § 161.371.

Name of Contractor

Address

City

State

By: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

My Commission Expires:

Attachment I

Missouri Service-Disabled Veteran Business Preference

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the bidder's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

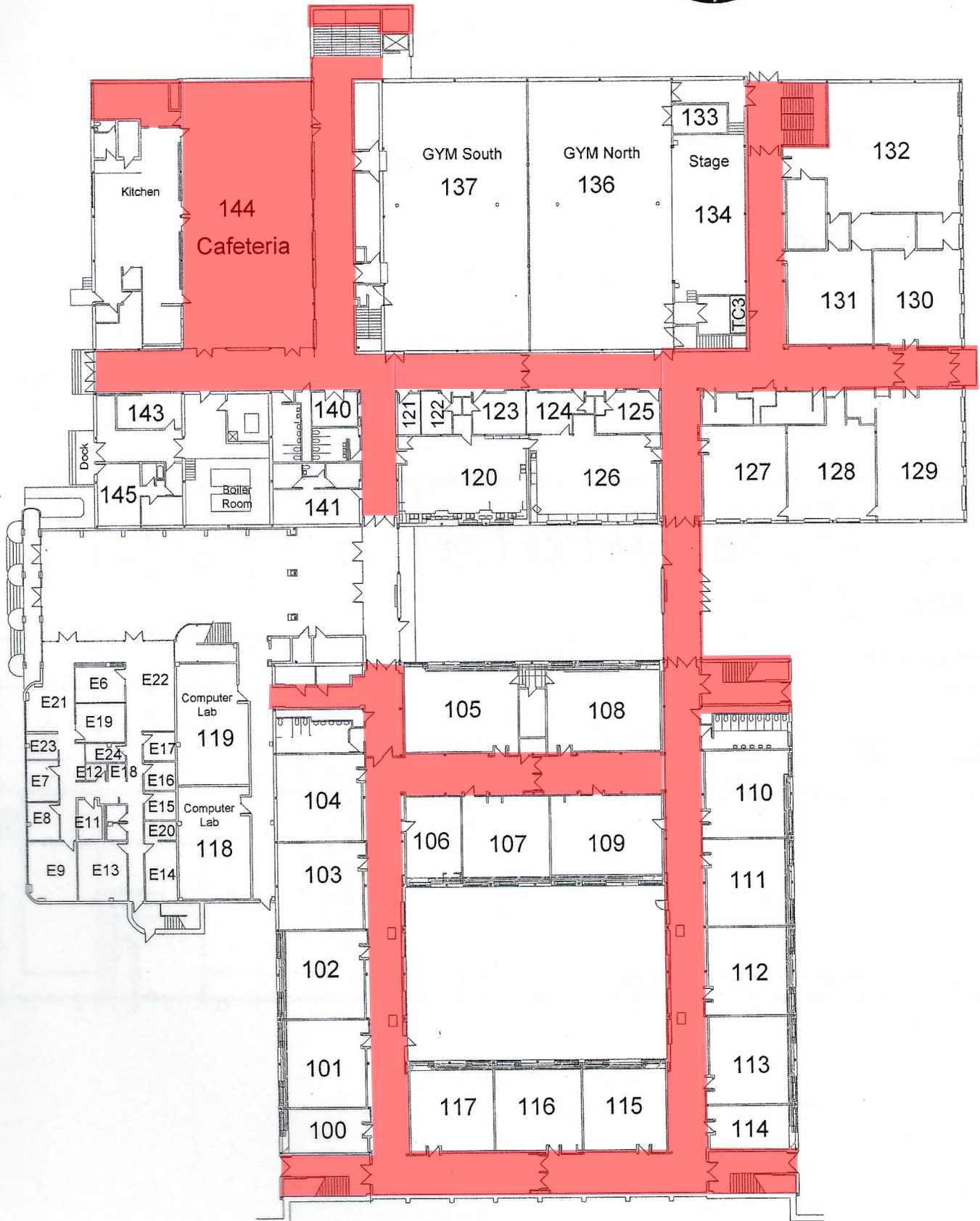
Attachment J

Floor Plans

RMS First Floor

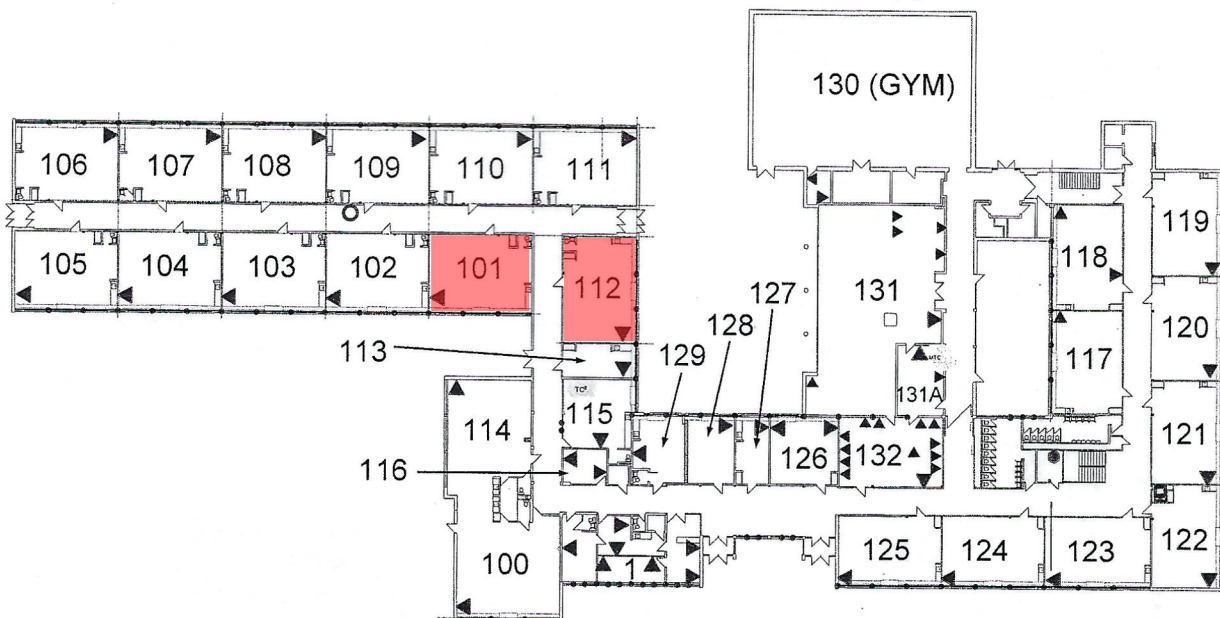


Asbestos containing floor tile and/or mastic. The remaining areas are not included in the scope of work.



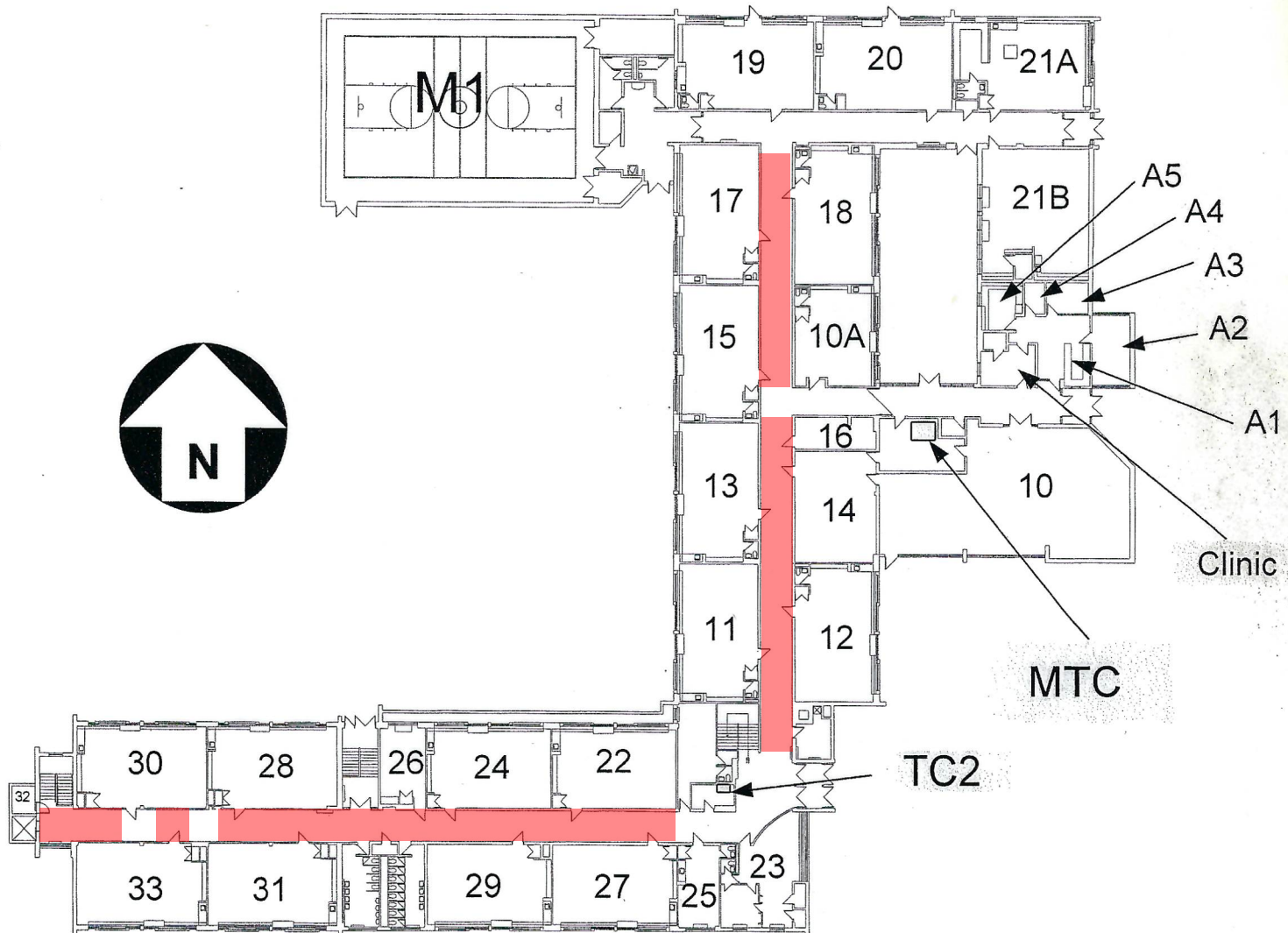
Westridge First Floor

Asbestos containing floor tile and/or mastic. The remaining areas are not included in the scope of work.



Eastwood Hills First Floor

■ Asbestos containing floor tile and/or mastic. The remaining areas are not included in the scope of work.



Eastwood Hills Lower Level

