

ASBESTOS PROJECT DESIGN



LIBERTY PUBLIC SCHOOLS

LOCATIONS: HERITAGE MIDDLE SCHOOL, ALEXANDER DONIPHAN ELEMENTARY, FRANKLIN ELEMENTARY, RIDGEVIEW ELEMENTARY

Prepared for:

Steve Aldrich

Director of Facilities and Grounds

Liberty Public Schools

801 Kent Street

Liberty, Missouri 64068

Prepared by:



PO Box 47166

Kansas City, MO 64188

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License #: 7011020823MOPDR4804

January 17, 2024

Asbestos Project Design – Liberty Public Schools / Heritage Middle School / Phase I
Additional Asbestos Abatement Locations
Alexander Doniphan, Franklin, and Ridgeview Elementaries

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Bidding Requirements

SECTION 00100 BID SOLICITATION

PROJECT: Liberty Public Schools – “Heritage Middle School / Phase 1 / Asbestos Abatement”

Heritage Middle School
600 W. Kansas Street
Liberty, Missouri 64068

ADDITIONAL BID REQUESTS:

Alexander Doniphan Elementary
900 Clay Drive

Ridgeview Elementary
701 Thornton

Franklin Elementary
200 W. Mill Street

OWNER: Liberty Public Schools
801 Kent Street
Liberty, Missouri 64068

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 Liberty Public Schools at 801 Kent Street, Liberty, Missouri 64068 before 12:00 P.M. local time on Monday, February 12, 2024 for the above project. Bids received after this time will not be accepted. Mark envelopes ***“HERITAGE MIDDLE SCHOOL / PHASE ONE ASBESTOS ABATEMENT” Liberty Public Schools.***

Documents may be obtained at the Mandatory Pre-Bid Meeting at no charge.

A mandatory attendance pre-bid conference will be held on Wednesday, February 5, 2024, beginning at 3:30 p.m. at Heritage Middle School located at 600 W. Kansas Street, Liberty, Missouri 64068. 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 bids.

The bidder agrees to start abatement work at **Heritage Middle School** on **May 28**, 2024, and to achieve Final Completion no later than **July 5**, 2024.

The bidder agrees to start abatement work at **Alexander Doniphan, Ridgeview, and Franklin Elementaries** on **May 28**, 2024 and to achieve Final completion no later than **June 10**, 2024.

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.

Each Project will be awarded under a separate contract to ensure the projects can be completed within the specified timeframes and allow adequate time for additional trade work to be completed.

SECTION 00400 BID FORM

ASBESTOS ABATEMENT

For

Liberty Public Schools – Heritage Middle School / Phase 1 / Asbestos Abatement
600 W. Kansas Street, Liberty, Missouri 64068

Bid Due Date: Monday, February 12, 2024 at 12:00 PM 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. Justin Presson
 Project Manager
 Liberty Public Schools
 801 Kent Street
 Liberty, Missouri 64086
 Email: justin.presson@lps53.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 – Heritage 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. *(Include \$5000.00 for unforeseen conditions. Unused amount will be credited back to Owner upon completion of work).*

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

2.2 BASE BID #2 – Alexnader Doniphan Elementary: All prescribed work outlined by the Asbestos Project Manual and Attachment A, excluding content handling, content moving, content removal, Liberty Public Schools – Bidding Requirements

content storage, and content disposal. *(Include \$1000.00 for unforeseen conditions. Unused amount will be credited back to Owner upon completion of work).*

- A. The Sum of _____ Dollars (\$_____) for the work at Alexnader Doniphan Elementary as outlined in the Asbestos Project Manual and Attachment A.

2.3 BASE BID #3 – Ridgeview 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. *(Include \$1000.00 for unforeseen conditions. Unused amount will be credited back to Owner upon completion of work).*

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

2.4 BASE BID #4 – Franklin 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. *(Include \$2000.00 for unforeseen conditions. Unused amount will be credited back to Owner upon completion of work).*

- A. The Sum of _____ Dollars (\$_____) for the work at Franklin Elementary as 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. | Unit price of wall demolition to access TSI | Per SF | \$_____ |
| 10. | Unit price to remove asbestos fire door: | Each | \$_____ |
| 11 | Unit price to remove asbestos chalk board: | Per SF | \$_____ |
| 12. | Unit price to remove transite panel: | Per SF | \$_____ |
| 13. | Unit price to remove pipe insulation (<6") | Per LF | \$_____ |
| | Unit price to remove pipe insulation (6-12") | Per LF | \$_____ |
| | Unit price to remove pipe insulation (13-18") | Per LF | \$_____ |
| | Unit price to remove pipe insulation (>18") | Per LF | \$_____ |

| | | | |
|-----|---|-----------|----------|
| 14. | Unit price to remove pipe fitting (<6") | Each | \$ _____ |
| | Unit price to remove pipe fitting (6-12") | Each | \$ _____ |
| | Unit price to remove pipe fitting (13-18") | Each | \$ _____ |
| 15. | Unit price to "cut and wrap" piping (<6") | Per LF | \$ _____ |
| | Unit price to "cut and wrap" piping (6-12") | Per LF | \$ _____ |
| 16. | Mark-up on materials utilized during T&M work: | % | _____ |
| 17. | Unit price for Re-mobilization to site | Per Event | \$ _____ |
| 18. | Unit price for removal of window from the rough opening approximate rough opening of 4' x 9' | Each | \$ _____ |

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 perform and complete Work in accordance with the Contract Documents.

6. The Bidder agrees that the 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. The 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:
- Bid Form
 - Bonds (Bid and Performance)
 - List of SubContractors
 - Affidavit of Compliance with Prevailing Wage Laws
 - E-Verify Affidavit
 - OSHA 10 Training Affidavit
 - Drug and Alcohol Testing Program Affidavit
 - Missouri Service Disabled Vetran Business Preference (if applicable)
 - Insurance Certificates

The bidder agrees to start abatement work at Base Bid #1 Heritage Middle on May 28, 2024, and to achieve Final Completion no later than July 5, 2024. The Bidder agrees to start abatement work on Base Bids #2, #3, & #4 on May 28, 2024, and to achieve Final Completion no later than June 10, 2024. The Bidder agrees to pay penalties as specified in General Conditions Paragraph 18. Liquidated Damages if deemed necessary.

7. CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY & 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 Clay 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

Liberty Public Schools Summer 2024 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 Liberty Public Schools, 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

Liberty Public Schools Asbestos Abatement 2024
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 Liberty Public 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 **Liberty Public 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 Liberty Public 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 Liberty Public Schools 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 rem's 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



MASTER SERVICES CONTRACT
Between
LIBERTY PUBLIC SCHOOL DISTRICT #53
and
CONTRACTOR

Contract No. _____

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE BOARD OF
EDUCATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT**

This Services Contract ("Contract") is made by and between the Liberty Public School District #53, Liberty, MO 64068 ("LPS" or "Liberty Schools") and CONTRACTOR ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: _____

Representative's Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

The contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Services under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

☐ Sole Proprietor ☐ Corporation ☐ Limited Liability Company
☐ Partnership ☐ Nonprofit Corporation ☐ Other (describe: _____)

District Point of Contact: _____

Name of Building or Department: _____

Address: _____

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have any questions.**

TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on _____ or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through;

Check if applicable:

___ As provided for in _____ (enter RFP/ITB/QUOTES solicitation number, e.g. RFP 010-018), this Contract may be renewed for up to _____ (e.g. four additional one-year terms) by amendment signed by both parties.

3. **Cooperative Purchasing Option.** At the discretion of the Contractor and pursuant to District policy, purchasing procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of this contract.

Any such purchases will be between the Contractor and the participating public agency under separate contract and will not impact the Contractor's obligations to the District. Any estimated purchase volumes listed in this Contract do not include other public agencies and the District makes no guarantee as to their participation.

4. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Work).
5. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.
 - Exhibit A (Statement of Work)
 - Exhibit B (Felony Conviction Notification Form)
 - Exhibit C (Federal Work Authorization Program Affidavit Form)
 - Exhibit D (Federal Work Authorization Program ("E-Verify) Addendum Form)

6. **Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is \$_____; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

7. **Other Payment Issues.**

- a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 45 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 15 (Early Termination), District shall pay Contractor as follows:
 - i. If District terminates this Contract for its convenience under Section 15 (a) or 15 (b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - ii. If Contractor terminates this Contract under Section 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - iii. If District terminates this Contract under Sections 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval for future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with the funding levels adopted by its Board of Education.

8. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

9. Independent Contractor Status: By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District.

10. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this

Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.

- 11. Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
- 12. No Third-Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 13. Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
- 14. Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.
- 15. Early Termination.** This Contract may be terminated as follows unless specified herein:
 - a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - b. District’s Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding Section 15 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District’s Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

- 16. Remedies.** In case of Contractor breach and in addition to the provisions of Section 13 and 14 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.
- 17. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all Materials subject to this provision.
- 18. Errors.** Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs. Under this Contract and shall do so without undue delays or additional cost to District.
- 19. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 20. Ownership of Work Products.** Contractor agrees that all work product created or developed for District by Contractor pursuant to this Contract are intended as: work made for hire" and shall be the exclusive property of the District. If any such work product contains Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work product. District claims no right to any pre-existing work product of Contractor provided to District by the Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.
- 21. Work performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.
 - b. Sign-In Required: As required by schools and other District locations, each day Contractor's employee is present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
 - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
 - d. No Drugs: All District properties are drug-free zones as enforced by law enforcement.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
- 22. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.
- 23. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 24. Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.
- 25. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 26. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 27. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:
 - a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, legal, and medical), then Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.
 - c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.

- d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.
- e. Other Insurance. District reserves the right to require other insurance (e.g. Builder's All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor's coverage shall be primary in the event of loss.
- g. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

- 28. Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 29. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identify; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
- 30. Confidentiality.** Contractor agrees that all knowledge and information that it may receive from the Liberty Public School District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this contract including but not limited to information concerning the students and employees of LPS shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely for the benefit and use of LPS and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPS or with the written permission of LPS or when required by law.

- 31. Controlling Law; Venue.** The parties agree that Missouri law will govern any dispute related to this Contract and to conduct any litigation arising out of this Contract in courts located in Clay County, Missouri.
- 32. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 33. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 34. Entire Contract.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 35. Notices.** All notices or demands delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

PAYMENT METHOD: The District preferred method of payment is by check. Electronic payment is not available at this time. The district will issue an official purchase order once the Contract has been executed. All invoices should state the applicable purchase order number in order to expedite payment.

I have read this contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party/contractor I represent and agree to be bound by its terms.

CONTRACTOR

CONTRACTOR: _____

ADDRESS: _____

Signature

Representative: Printed Name and Title

Date

DISTRICT

LIBERTY PUBLIC SCHOOL DISTRICT
8 VICTORY LANE
LIBERTY, MO 64068

Steve Anderson
Chief Operations Officer

Date

| |
|-------------------|
| 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. The Contractor shall notify Owners Representative in writing of any inconsistency found between specifications and drawings. The 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, electrical, and all other equipment. Nothing in the 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 a 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.

The Owners' Representative shall advise the Contractor and Owner in writing of their 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. The 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 the 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. The 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 the certified contract amount completed shall be withheld as retainage. Retainage will not be reduced until the 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 the 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> |
|------------------------|------------------------------------|-------------------------------------|----------------------------------|
| Heritage Middle School | May 28, 2024 | July 5, 2024 | \$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 CG 2010 (11-85 ed). This is also = to these additional coverage types of CG 20 10 1037 and 07 04 types of coverage. Policy MUST include the following condition: **NAME Liberty Public Schools AS "ADDITIONAL INSURED"**. The 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 the 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. The 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. The 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, Clay County Annual Wage Order 30 if project does not meet the requirements of Legislation (HB 1729) passed by the Missouri General Assembly and effective since April 10, 2023.

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, Liberty Public 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 024, Clay 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 The 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 The 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, associated materials installed on top of tile. Disposal of such materials will be the responsibility of others, associated black mastic, and cove base with adhesive. Some Thermal System Insulation was identified during the asbestos survey however additional TSI is anticipated to be found during the due diligence portion of this abatement project. These materials for each Base Bid are outlined by the Liberty Public Schools Asbestos Scope Tables 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 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.

- 1.1.5.5 Provide temporary HEPA filtered air scrubbers capable of providing four air-changes per hour.
- 1.1.5.6 Protect existing finished work, known or exposed, during abatement operations that is to remain in place from damage (i.e. splash curtains, plastic drop cloths, etc.).
- 1.1.5.7 Protect surrounding finishes and floors with suitable coverings when necessary.
- 1.1.5.8 Construct temporary dust proof partitions where required to separate work areas where noisy or extensive dirt, dust, or asbestos abatement operations are performed. Install partitions with three-way flaps.
- 1.1.5.9 Conduct selective asbestos abatement operations and debris removal in a manner to ensure minimum interference with adjacent occupied or used facilities.
- 1.1.5.10 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.
- 1.1.5.11 Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
- 1.1.5.12 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.
- 1.1.5.13 Obtaining necessary permits to conduct asbestos abatement from all applicable local, state, and federal authorities.
- 1.1.5.14 Mobilization of workers and equipment to and from the work site.
- 1.1.5.15 Installing measures as necessary to ensure a safe work site.
- 1.1.5.16 Any required demolition shall be done by wet methods to minimize visible emissions.
- 1.1.5.17 Removal and proper disposal of asbestos containing materials and materials such as asbestos floor tile and black mastic.
- 1.1.5.18 Removal of barriers and post-removal cleaning.
- 1.1.5.19 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 AHERA or 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 either EPA AHERA, EPA NESHAPS, State of Missouri, and/or 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 the 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 The 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 workforce 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 The 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 29, 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. Felony Conviction Form
 - 1.2.1.9. Federal Work Authorization Program Affidavit Form
 - 1.2.1.10. Construction Progress Schedule
 - 1.2.1.11. Asbestos Abatement Work Plan to include plan for containment, decon, staging, load out, content movement and management.
 - 1.2.1.12. Insurance Certificates
 - 1.2.1.13. Safety Orientation & Acknowledgement form from each worker
 - 1.2.1.14. Daily Safety Meeting Agenda & Attendance Forms
 - 1.2.1.15. Applications for Payment
 - 1.2.1.16. Final Receipt of Payment and Release Forms
 - 1.2.1.17. Certification of Substantial Completion
 - 1.2.1.18. Notification, Permits
 - 1.2.1.19. Worker & Company Asbestos Certificates
 - 1.2.1.20. Asbestos Medical Exams & Fit Tests
 - 1.2.1.21. Demolition Notifications & Permits
 - 1.2.1.22. 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 store 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 ABATEMENT

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

1.2.1.4 Thermal System Insulation

1.2.1.5 Adhesives

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 regulations 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, cut & wrap demolition, window removal, 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 AHERA or 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 overnighed 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 |
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| <div data-bbox="1159 275 1451 325" data-label="Text"><p>Attachment A</p></div> <div data-bbox="454 323 1451 380" data-label="Section-Header"><p>Asbestos Containing Material Quantity and Location</p></div> |
|--|

Heritage Middle School Phase 1: Identified Asbestos Containing Materials

| Location | Material | Quantity | Notes |
|---|--|---|---|
| Lower-Level / Boys Girls Restrooms / South of Scramble | Thermal System Fittings (TSI) | 50 total | If wet walls are opened this TSI may be encountered |
| Lower-Level Boys PE Office | 12" VCT Brown w/white fleck & black mastic | 50 sq ft | |
| Lower-Level Boys Locker 004 | Thermal System Fittings (TSI) | 50 total | If wet walls are opened this TSI may be encountered |
| Rooms 501 & 501 A | 12" VCT White w/salmon & Blue fleck & black mastic | 1,300 sq ft | |
| Small Independent Rooms 504, 505, 506 | 12" VCT White w/salmon & Blue fleck & black mastic | 400 sq ft | Smaller Study Rooms |
| Removal of windows w/asbestos glazing from 1964 Building | Exterior Windows @ ground level and second floor | 32 each | 4' x 9' each |
| Removal of windows w/asbestos glazing from the 1958 Gymnasium | Windows along the north wall of the gymnasium | 4 "banks" of windows with 24 windows per "bank" | Second floor level |

If demolition activities extend into wall / ceiling cavities or chases, Thermal System Insulations (TSI) may be uncovered.

Alexander Doniphan Elementary: Identified Asbestos Containing Materials

| Location | Material | Quantity | Notes |
|---------------------------|--|-----------------|---------------------------------|
| Data / Teachers Work Room | 9" VCT Beige w/tan fleck and mastic | 450 sq ft | Carpet installed |
| Teachers' Lounge | Thermal System Insulation (TSI) Mud Fittings | 20 each | Predominantly above the ceiling |
| Nurses Station | Thermal System Insulation (TSI) Mud Fittings | 25 each | Predominantly above the ceiling |

If demolition activities extend into wall / ceiling cavities or chases, Thermal System Insulations (TSI) may be uncovered.

Franklin Elementary: Identified Asbestos Containing Materials

| Location | Material | Quantity | Notes |
|-----------------|--------------------------------|-----------------|-----------------------|
| Room 5 | Yellow adhesive & black mastic | 650 sq ft | Carpet installed over |
| Room 6 | Yellow adhesive & black mastic | 650 sq ft | Carpet installed over |
| Room 7 | 9" VCT Brown and mastic | 650 sq ft | Carpet installed over |
| Room 16 | 9" VCT Brown and mastic | 650 sq ft | Carpet installed over |
| Room 17 | Yellow adhesive & black mastic | 650 sq ft | Carpet installed over |
| Room 30 | Yellow adhesive & black mastic | 650 sq ft | Carpet installed over |

If demolition activities extend into wall / ceiling cavities or chases, Thermal System Insulations (TSI) may be uncovered.

Ridgeview Elementary: Identified Asbestos Containing Materials

| Location | Material | Quantity | Notes |
|---|---------------------------------|-----------------|--|
| Boys / Girls Restroom Main Floor | Thermal System Insulation (TSI) | 30 each | Wall Demolition Required to access wet walls |
| Girls Restroom / Teachers Lounge Area Lower Level | Thermal System Insulation (TSI) | 20 each | Potential Wall Demolition Required to access wet walls |

If demolition activities extend into wall / ceiling cavities or chases, Thermal System Insulations (TSI) may be uncovered.

| |
|---|
| <p>Attachment B Asbestos Inspection Reports</p> |
|---|



October 18, 2023

Mr. Steve Aldrich
Director of Facilities and Grounds
Liberty Public Schools
Liberty, Missouri 64068

AHERA Pre-Renovation Asbestos Sampling
Date Performed: **9/15/2023**
Location: **Heritage Middle School**
Address: **600 West Kansas Street, Liberty, Missouri 64068**
Area Description: **Summer 2024 Renovations**
Requested By: **Steve Aldrich**
Reason for Request: **Pre-Renovation Survey**
Performed By: **Glenn Robinson**
Certification #: **7011040623MOIR4804**

Dear Mr. Aldrich:

On September 15, 2023, Glenn Robinson of Axiom Service Professionals (ASP) conducted limited asbestos sampling from the subject site detailed above. Heritage Middle School is of early 1940's construction. The sampling was conducted to determine the potential asbestos content of any suspect materials identified by the inspector, to be disturbed in areas of planned renovations. Mr. Robinson's certification is provided in Appendix A.

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 Asbestos Consulting and Testing 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 101649-0. The bulk samples were analyzed by polarized light microscopy (PLM) using EPA Method Reference 600/M4-82-020 and 600/R-93/116.

A material is considered to be an asbestos-containing material (ACM) if at least one sample collected from the suspect material as identified by a qualified laboratory indicates asbestos present in an amount greater than one percent (1%), in accordance with the definition of ACM per the Environmental Protection Agency (EPA).

The sampling was performed on suspect materials that comprised of locations where renovations are anticipated. The 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.

| Sample # | Sample Description | Area Description | Approximate Quantity | Friability | % Asbestos |
|----------|---|---|----------------------|-------------|--|
| 1 | White 2'x4' Smooth Ceiling Tile | Kitchen Restroom | N/A | Friable | NAD |
| 2 | White 12" Floor Tile W/Black Mastic | Cafeteria | N/A | Non-Friable | NAD |
| 3 | Drywall & Joint Compound | Cafeteria | N/A | Non-Friable | NAD |
| 4 | 2'x4' Ceiling Tiles Med Fissures & Tiny Holes | Cafeteria | N/A | Friable | NAD |
| 5 | 12" Floor Tile W/Fleck, Floor Tile | Lower-Level Locker Bay @ Room 001 | N/A | Non-Friable | NAD |
| 6 | Beige 12" Floor Tile | Lower-Level Athletic Coach's/ Storage Rm/ | N/A | Non-Friable | NAD |
| 7 | White 12" Floor Tiles | Lower-Level Girls Locker/Coach's Storage Rm | N/A | Non-Friable | NAD |
| 8 | 12" Floor Tile W/Flecks & Mastic | Lower-Level Boys P.E. Office | N/A | Non-Friable | 3% Chrysotile (Floor tile) |
| 9 | Plaster & Skim Coat | Classroom 205 | N/A | Friable | NAD |
| 10 | Cove Base & Adhesive | Classroom 207 | N/A | Non-Friable | NAD |
| 11 | Wall Plaster | Classroom 207 | N/A | Friable | NAD |
| 12 | Brown 12" Floor Tile & Black Mastic | Classroom 207 | N/A | Non-Friable | 2% Chrysotile (Floor tile) 3% Chrysotile (Mastic) |
| 13 | 2'x4' Ceiling Tiles Long Deep Fissures | Classroom 207 | N/A | Friable | NAD |
| 14 | White 12" Floor Tile W/Fleck | Hall @Room 208 | N/A | Non-Friable | NAD |
| 15 | White 12" Floor Tile W/Fleck & Yellow Mastic | Hall @Room 208 | N/A | Non-Friable | NAD |

| | | | | | |
|----|---|------------------------------------|-----|-------------|-----------------------------|
| 16 | Plaster & Skim Coat | Room 306 | N/A | Friable | NAD |
| 17 | Plaster & Skim Coat | Room 308 | N/A | Friable | NAD |
| 18 | Plaster & Skim Coat (Ceiling) | 3rd Floor Hall | N/A | Friable | NAD |
| 19 | Plaster & Skim Coat (Ceiling) | 3rd Floor Hall | N/A | Friable | NAD |
| 20 | Attic Duct Insulation | 3rd Floor Hall | N/A | Friable | NAD |
| 21 | 12" Floor Tile W/Fleck & Adhesive | Rooms 405 & 404 | N/A | Non-Friable | NAD |
| 22 | 2'x4' Ceiling Tile/Small Fissures & Tiny Holes | Rm 404A | N/A | Friable | NAD |
| 23 | 12" Floor Tiles W/Salmon Flecks & Adhesive | Hall @ 404A | N/A | Non-Friable | NAD |
| 24 | 12" Floor Tile W/Fleck & Mastic | Room 404A | N/A | Non-Friable | NAD |
| 25 | 12" Floor Tile W/Fleck & Adhesive | Room 401 | N/A | Non-Friable | NAD |
| 26 | Black Carpet Adhesive & Mastic | Front Office/Conference Room | N/A | Non-Friable | 4% Chrysotile (Adhesive) |
| 27 | Cove Base & Adhesive | Front Office/Conference Room | N/A | Non-Friable | NAD |
| 28 | 12" Floor Tile W/Fleck & Adhesive | Main Hall @ Front Office | N/A | Non-Friable | NAD |
| 29 | Ramp Tiles & Mastic | Front Entry/Main Hall | N/A | Non-Friable | NAD |
| 30 | 12" Floor Tile W/Fleck & Mastic | Classroom 504A | N/A | Non-Friable | NAD |
| 31 | Terrazzo Flooring | Stairs @ Room 500 | N/A | Non-Friable | NAD |
| 32 | 12" Floor Tile W/& Fleck | Room 502 | N/A | Non-Friable | NAD |
| 33 | 12" Floor Tile W/Lg Fleck W/ Black Mastic | Room 501A | N/A | Non-Friable | 4% Chrysotile (Mastic) |

| | | | | | |
|----|---|------------|-----|-------------|---------------------------|
| 34 | White 12" Floor Tile W/Fleck & Black Mastic | Room 505A | N/A | Non-Friable | 2% Chrysotile (Mastic) |
| 35 | Terrazzo | Main Entry | N/A | Non-Friable | NAD |
| 36 | Aluminum Window Beige Caulking | Front | N/A | Non-Friable | 2% Chrysotile |
| 37 | Aluminum Windows/Old Glazing | Front | N/A | Friable | 2% Chrysotile |
| 38 | Aluminum Windows/Old Glazing | Front | N/A | Friable | 2% Chrysotile |

NAD - No Asbestos Detected

N/A – Not Applicable

There was asbestos containing materials (ACM) identified from the samples collected from areas of planned renovations.

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

Sincerely,



Glenn Robinson

Senior Project Manager

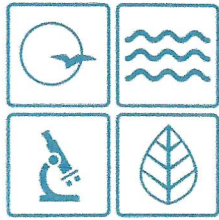
913-579-2657

glennr@axiomservicepros.com

Limitations of Inspection

Axiom Service Professionals collected samples of suspect asbestos materials in planned renovation areas only. Other suspect materials within the facility 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

April 25, 2023

Glenn S Robinson
9065 Waverly Rd
DeSoto, KS 66018

CERTIFICATION NUMBER:
7011040623MOIR4804

THIS CERTIFIES
Glenn S Robinson
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Inspector



APPROVED: **04/25/2023**

EXPIRES: **04/25/2024**

TRAINING DATE: **04/06/2023**


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: 7011020823MOPDR4804

Course Training Date: February 08, 2023

Missouri Certification Approval Date: April 25, 2023

Missouri Certification Expiration Date: February 08, 2024

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



Appendix B
Laboratory Analytical Report



The Identification Specialists

Analysis Report
prepared for
Axiom Service Professionals, LLC

Report Date: 10/16/2023

Project Name: Heritage Middle

Project #: L.S.D.

SanAir ID#: 23056077



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
23056077
FINAL REPORT
10/16/2023 4:38:35 PM

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

Project Number: L.S.D.
P.O. Number:
Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Dear Glenn Robinson,

We at SanAir would like to thank you for the work you recently submitted. The 38 sample(s) were received on Monday, October 09, 2023 via UPS. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38.

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:

- 38 samples in Good condition.



SanAir ID Number
23056077
FINAL REPORT
10/16/2023 4:38:35 PM

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

Project Number: L.S.D.
P.O. Number:
Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|--|--------------------------------------|----------------------------|---------------|-----------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 1 / 23056077-001 Kitchen Restroom/2'x4' Smooth Ceiling Tile | White Fibrous Heterogeneous | 10% Cellulose | 90% Other | None Detected |
| 2 / 23056077-002 Cafeteria 112" Floor Tile W/Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 2 / 23056077-002 Cafeteria 112" Floor Tile W/Mastic, Mastic | Black Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 3 / 23056077-003 Cafeteria/Drywall & Joint Compound, Drywall | White Fibrous Heterogeneous | 10% Cellulose | 90% Other | None Detected |
| 3 / 23056077-003 Cafeteria/Drywall & Joint Compound, Joint Compound | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 4 / 23056077-004 Cafeteria/2'x4' Ceiling Tiles Med Fissures & Tiny Holes | Grey Fibrous Homogeneous | 65% Cellulose 25% Glass | 10% Other | None Detected |
| 5 / 23056077-005 Lower Level Locker Bay @ Room 001 12"Floor Tile W/Fleck, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 5 / 23056077-005 Lower Level Locker Bay @ Room 001 12"Floor Tile W/Fleck, Mastic | Yellow Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 6 / 23056077-006 Lower Level Athletic Coache's Office 12" Floor Tile | Beige Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 7 / 23056077-007 Lower Level Girls Locker/Coaches Storage Rm/ 12" Floor Tiles, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobiering*

Analysis Date: 10/16/2023

Date: 10/16/2023



SanAir ID Number
23056077
FINAL REPORT
10/16/2023 4:38:35 PM

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

Project Number: L.S.D.
P.O. Number:
Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|--|-------------------------------------|------------|---------------|-----------------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 7 / 23056077-007 Lower Level Girls Locker/Coaches Storage Rm/ 12" Floor Tiles, Mastic | | | | Insufficient Material |
| 8 / 23056077-008 Lower Level Boys P.E. Office 12" Floor Tile W/Flecks & Masti, Floor Tile | Brown Non-Fibrous Homogeneous | | 97% Other | 3% Chrysotile |
| 8 / 23056077-008 Lower Level Boys P.E. Office 12" Floor Tile W/Flecks & Masti, Mastic | | | | Insufficient Material |
| 9 / 23056077-009 Classroom 205/Plaster & Skim Coat, Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 10 / 23056077-010 Classroom 207/Cove Base & Adhesive, Cove Base | Black Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 10 / 23056077-010 Classroom 207/Cove Base & Adhesive, Adhesive | Brown Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 11 / 23056077-011 Classroom 207/Wall/Plaster & Skim Coat, Plaster | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 11 / 23056077-011 Classroom 207/Wall/Plaster & Skim Coat, Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 12 / 23056077-012 Classroom 20712" Floor Tile & Mastic, Floor Tile | Brown Non-Fibrous Homogeneous | | 98% Other | 2% Chrysotile |
| 12 / 23056077-012 Classroom 20712" Floor Tile & Mastic, Mastic | Black Non-Fibrous Homogeneous | | 97% Other | 3% Chrysotile |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobrin*

Analysis Date: 10/16/2023

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Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|---|--------------------------------------|----------------------------|---------------|-----------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 13 / 23056077-013 Classroom 207/2'x4' Ceiling Tiles Long Deep Fissures & Tiny | Grey Fibrous Homogeneous | 65% Cellulose 25% Glass | 10% Other | None Detected |
| 14 / 23056077-014 Hall @ Room 208/12" Floor Tile W/Fleck, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 14 / 23056077-014 Hall @ Room 208/12" Floor Tile W/Fleck, Mastic | Yellow Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 15 / 23056077-015 Hall @ Room 211/12" Floor Tile W/Fleck & Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 15 / 23056077-015 Hall @ Room 211/12" Floor Tile W/Fleck & Mastic, Mastic | Black Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 16 / 23056077-016 Room 306/Plaster & Skim Coat, Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 17 / 23056077-017 Room 308/Plaster & Skim Coat, Plaster | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 17 / 23056077-017 Room 308/Plaster & Skim Coat, Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 18 / 23056077-018 3rd Floor/Hall/Plaster & Skim Coat (Ceiling), Plaster | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 18 / 23056077-018 3rd Floor/Hall/Plaster & Skim Coat (Ceiling), Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobieraj*

Analysis Date: 10/16/2023

Date: 10/16/2023



SanAir ID Number
23056077
FINAL REPORT
10/16/2023 4:38:35 PM

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

Project Number: L.S.D.
P.O. Number:
Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|---|--------------------------------------|----------------------------|---------------|-----------------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 19 / 23056077-019 3rd Floor/Hall/Plaster & Skim Coat (Ceiling), Plaster | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 19 / 23056077-019 3rd Floor/Hall/Plaster & Skim Coat (Ceiling), Skim Coat | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 20 / 23056077-020 3rd Floor/Hall/Attic Duct Insulation | Tan Fibrous Homogeneous | 98% Glass | 2% Other | None Detected |
| 21 / 23056077-021 Rooms 405 & 404/12" Floor Tile W/Fleck & Adhesive, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 21 / 23056077-021 Rooms 405 & 404/12" Floor Tile W/Fleck & Adhesive, Mastic | Yellow Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 22 / 23056077-022 Rm 404A/2'x4' Ceiling Tile/Small Fissures & Tiny Holes | Grey Fibrous Homogeneous | 65% Cellulose 25% Glass | 10% Other | None Detected |
| 23 / 23056077-023 Hall @ 404A/12" Floor Tiles W/Salmon Flecks & Adhesive, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 23 / 23056077-023 Hall @ 404A/12" Floor Tiles W/Salmon Flecks & Adhesive, Mastic | | | | Insufficient Material |
| 24 / 23056077-024 Room 404A/12" W/Fleck & Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 24 / 23056077-024 Room 404A/12" W/Fleck & Mastic, Mastic | Black Non-Fibrous Homogeneous | | 100% Other | None Detected |

Analyst: *Virginia Jones*

Approved Signatory:

Sandra Sobiering

Analysis Date: 10/16/2023

Date: 10/16/2023



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Address: PO Box 47166
Kansas City, MO 64188
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Project Number: L.S.D.
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Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|--|---------------------------------------|------------|---------------|-----------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 25 / 23056077-025 Room 401/12" Floor Tile W/Fleck & Adhesive, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 25 / 23056077-025 Room 401/12" Floor Tile W/Fleck & Adhesive, Mastic | Yellow Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 26 / 23056077-026 Front Office/Conference Room Carpet Adhesive & Mastic, Adhesive | Black Non-Fibrous Heterogeneous | | 96% Other | 4% Chrysotile |
| 27 / 23056077-027 Front Office/Conference Room Cove Base & Adhesive, Cove Base | Blue Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 27 / 23056077-027 Front Office/Conference Room Cove Base & Adhesive, Adhesive | Beige Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 28 / 23056077-028 Main Hall @ Front Office/12" Floor Tile W/Fleck & Ad, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 28 / 23056077-028 Main Hall @ Front Office/12" Floor Tile W/Fleck & Ad, Mastic | Yellow Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 29 / 23056077-029 Front Entry/Main Hall/Ramp Tiles, Floor Tile | Brown Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 29 / 23056077-029 Front Entry/Main Hall/Ramp Tiles, Mastic | Tan Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 30 / 23056077-030 Classroom 504A/12" Floor Tile W/Fleck & Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobieraj*

Analysis Date: 10/16/2023

Date: 10/16/2023



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Name: Axiom Service Professionals, LLC
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Kansas City, MO 64188
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Project Number: L.S.D.
P.O. Number:
Project Name: Heritage Middle
Collected Date: 9/15/2023
Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|--|-------------------------------------|------------|---------------|-----------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 30 / 23056077-030 Classroom 504A/12" Floor Tile W/Fleck & Mastic, Mastic | | | < 1% Other | None Detected |
| 31 / 23056077-031 Stairs @ Room 500/Terrazzo Flooring (Steps) | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 32 / 23056077-032 Room 502 /12" Floor Tile W/& Fleck, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 32 / 23056077-032 Room 502 /12" Floor Tile W/& Fleck, Mastic | Black Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 33 / 23056077-033 Room 501A/12" Floor Tile W/Lg Fleck W/Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 33 / 23056077-033 Room 501A/12" Floor Tile W/Lg Fleck W/Mastic, Mastic | Black Non-Fibrous Homogeneous | | 96% Other | 4% Chrysotile |
| 34 / 23056077-034 Room 505A/12" Floor Tile W/Fleck & Mastic, Floor Tile | White Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 34 / 23056077-034 Room 505A/12" Floor Tile W/Fleck & Mastic, Mastic | Black Non-Fibrous Homogeneous | | 98% Other | 2% Chrysotile |
| 35 / 23056077-035 Main Entry @ Display/Terrazzo | Grey Non-Fibrous Homogeneous | | 100% Other | None Detected |
| 36 / 23056077-036 Aluminum Window/Caulking (Front) | Beige Non-Fibrous Homogeneous | | 98% Other | 2% Chrysotile |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobieraj*

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Received Date: 10/9/2023 10:40:00 AM

Analyst: Jones, Virginia

Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description | Stereoscopic | Components | | Asbestos Fibers |
|--|-------------------------------------|------------|---------------|-----------------|
| | Appearance | % Fibrous | % Non-fibrous | |
| 37 / 23056077-037 Aluminum Windows/Old Glazing (Front) | Beige Non-Fibrous Homogeneous | | 98% Other | 2% Chrysotile |
| 38 / 23056077-038 Aluminum Windows/Old Glazing (Front) | Beige Non-Fibrous Homogeneous | | 98% Other | 2% Chrysotile |

Analyst: *Virginia Jones*

Approved Signatory: *Sandra Sobieraj*

Analysis Date: 10/16/2023

Date: 10/16/2023

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. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. 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 on the COC. 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 nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC, AIHA LAP, LLC or any other U.S. governmental agencies and may not be accredited 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 Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number: AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, Certificate #05088



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

23056077

| | | | |
|---|--|--------------------------------------|---|
| Company: Axiom Service Professionals | | Project #: L.S.D. | Collected by: Glenn Robinson |
| Address: PO Box 47166 | | Project Name: HERITAGE MIDDLE | Phone #: 913 579 2657 |
| City, St., Zip: Kansas City Missouri 64188 | | Date Collected: 9/15/23 | Fax #: |
| State of Collection: MO. Account#: | | P.O. Number: | Email: Glennr@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 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

| Water | | Turn Around Times | | | |
|-------|------------------------------------|--|--|---------------------------------|---------------------------------|
| ABHE | EPA 100.2 <input type="checkbox"/> | 3 HR (4 HR TEM) <input type="checkbox"/> | 6 HR (8 HR TEM) <input type="checkbox"/> | 12 HR <input type="checkbox"/> | 1 Day <input type="checkbox"/> |
| | | <input type="checkbox"/> 2 Days | <input checked="" 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* |
|----------|--|----------------|-------------|------------|--------------------|
| 1 | Kitchen Restroom / 2'x4' smooth ceiling tile | | | | |
| 2 | Cafeteria 12" Floor tile Peach w/ Black Mastic | | | | |
| 3 | Cafeteria / Drywall Joint Compound | | | | |
| 4 | Cafeteria 12'x4' ceiling tiles med. fissures & tiny holes | | | | |
| 5 | Lower Level Locker Bay @ Room 001 12" floor tile white w/ blue & brown fleck | w/veil adh. | | | |
| 6 | Lower Level Athletic Coaches Office 12" tan floor tile | | | | |
| 7 | Lower Level Girls Locker / Coaches | | | | |

| Relinquished by | Date | Time | Received by | Date | Time |
|-----------------------|---------|------|-------------|---------|----------|
| <i>Glenn Robinson</i> | 10/4/23 | | <i>Shc</i> | 10/9/23 | 10:00 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.

| Sample # | Sample Identification/Location | Volume or Area | Sample Date | Flow Rate* | Start - Stop Time* |
|-------------|--|----------------|-------------|------------|--------------------|
| (cont.) ↓ 7 | STORAGE ROOM/ 12" FLOOR TILES WHITE W/SALMON PLECK & YELLOW ADHESIVE | | | | |
| 8 | LOWER LEVEL/BOYS RE-OFFICE 12" FLOOR tile TAN W/WHITE PLECK & BLACK MASTIC | | | | |
| 9 | CLASSROOM 205/PLASTER & SKIM COAT | | | | |
| 10 | CLASSROOM 207/BLACK COVE BASE & ADHESIVE | | | | |
| 11 | CLASSROOM 207/WALL/PLASTER & SKIM COAT | | | | |
| 12 | CLASSROOM 207/12" BROWN FLOOR tile & BLACK MASTIC | | | | |
| 13 | CLASSROOM 207/2'x4' CEILING tiles LONG DEEP FISSURES & TINY HOLES | | | | |
| 14 | HALL @ ROOM 208/ 12" FLOOR tile W/ BLUE & BROWN PLECK | | | | |
| 15 | HALL @ 211/ 12" FLOOR tile WHITE W/ SALMON PLECK & BLACK MASTIC | | | | |
| 16 | ROOM 306/ PLASTER & SKIM COAT | | | | |
| 17 | ROOM 308/ PLASTER & SKIM COAT | | | | |
| 18 | 3RD FLOOR/HALL / PLASTER & SKIM COAT (CEILING) | | | | |
| 19 | 3RD FLOOR/HALL / PLASTER & SKIM COAT (CEILING) | | | | |
| 20 | 3RD FLOOR/HALL/ ATTIC DUCT INSULATION (BROWN) | | | | |
| 21 | ROOMS 405 & 404/ 12" FLOOR tile WHITE W/ SALMON PLECK & YELLOW ADHESIVE | | | | |
| 22 | RM 404 A/ 2'x4' CEILING tile / SMALL FISSURES & TINY HOLES | | | | |
| 23 | HALL @ 404 A/ 12" WHITE FLOOR tiles W/ BLUE & SALMON PLECK & YELLOW ADHESIVE | | | | |
| 24 | ROOM 404 A/ 12" WHITE W/SALMON PLECK & BLACK MASTIC | | | | |
| 25 | ROOM 401/ 12" FLOOR tile WHITE W/ BLUE & SALMON PLECK & YELLOW ADHESIVE | | | | |
| 26 | FRONT OFFICE / CONFERENCE ROOM ↓ (cont.) | | | | |

Special Instructions

| Relinquished by | Date | Time | Received by | Date | Time |
|-----------------------|---------|------|-------------|---------|--------|
| <i>Glenn Belinger</i> | 10/4/23 | | <i>Shl</i> | 10/9/23 | 1040am |

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. Page of 23

[illegible]

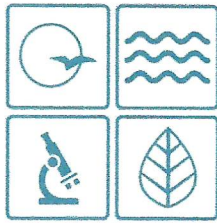
Special Instructions

| Relinquished by | Date | Time | Received by | Date | Time |
|-----------------|---------|------|-------------|---------|--------|
| Glenn Behner | 10/4/23 | | SHL | 10/9/23 | 1040am |
| | | | | | |

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.

Page 3 of 3

Attachment C
Project Designer Certification



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

April 25, 2023

Glenn S Robinson
9065 Waverly Rd
DeSoto, KS 66018

CERTIFICATION NUMBER:
7011020823MOPDR4804

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



APPROVED: **04/25/2023**
EXPIRES: **02/08/2024**

TRAINING DATE: **02/08/2023**


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: 7011040623MOIR4804
Course Training Date: April 06, 2023
Missouri Certification Approval Date: April 25, 2023
Missouri Certification Expiration Date: April 25, 2024

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/cnv/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

Attachment E
E Verify Letter

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM FORM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name: _____ Title: _____

For and on behalf of: _____ (company)

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 Contractors 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

Attachment K

Felony Conviction Form

FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: Fax Number: _____

Authorized Company Official's Name: _____ (Printed)

Signature of Company Official: _____

Date: _____

Attachment L

Federal Work Authorization Program Affidavit Form

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT FORM

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

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

NOTARY PUBLIC

My commission expires: _____