NORTHERN
Analytical Services, LLC.
ENVIRONMENTAL CONSULTANTS

Project Specifications

Three Oaks Public School Academy

Prepared for:

Three Oaks Public School Academy
1212 Kingsley Street
Muskegon, Michigan 49442

Prepared by:

Northern Analytical Services
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Project No.: 260222
Date: October 26, 2026

PROJECT SPECIFICATIONS
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PROJECT SUMMARY

Three Oaks Public School Academy is seeking bids from qualified bidders to perform asbestos abatement at the Three Oaks Public School Academy, located at 1212 Kingsley Street, Muskegon, Michigan. These Project Specifications are intended to provide interested bidders with all of the information necessary to submit a bid for the WORK. The WORK shall be completed by a State of Michigan licensed asbestos abatement CONTRACTOR with only accredited abatement workers and abatement supervisors completing the work in accordance with the Asbestos Hazard Emergency Response Act (AHERA) requirements.

The scope of work includes removal of asbestos containing ceilings, flooring, and thermal system insulation. Other non-ACM, hazardous materials to be removed include light bulbs and ballasts. The work is scheduled to begin on June 15, 2027 and be completed by July 5, 2027.

Northern Analytical Services, LLC. (NAS) has been retained by the OWNER to provide third-party environmental consulting services in connection with this project. NAS's scope of services is limited to environmental observation, air monitoring, visual inspections, and clearance testing as required by the Contract Documents and applicable regulations.

Responsibility for execution of the WORK, compliance with the Project Schedule, jobsite safety, and adherence to all applicable regulatory requirements rests solely with the CONTRACTOR.

Project Documents can be found at northernas.com.

Project Information

Project Name: Three Oaks Public School Academy

Owner: Three Oaks Public School Academy

Owner Contact Name: Mrs. Tiffany Wilhelm Owner Contact Number: 616-785-8440

Pre-Bid Meeting Date: November 13, 2026 at 9:00 AM

Pre-Bid Meeting Address: Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon, Michigan 49442

Davis Bacon Wage Rates are not required.

Prevailing Wage Rates **are** required.

Bids Due By: 12:00 PM on December 11, 2026

Anticipated Start Date: June 15, 2027 Anticipated Completion Date: July 5, 2027.

Questions Directed To: John Rehkopf at john@northernas.com

Project Designer: John Rehkopf

Michigan Accreditation No.: A16809

Three Oaks Public School Academy

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ADVERTISEMENT FOR BIDS
Three Oaks Public School Academy

Project Information
Sealed bids will be accepted from qualified bidders by Three Oaks Public School Academy for the Three Oaks Public School Academy.

Site Inspection
A mandatory pre-bid site inspection meeting will be held on November 13, 2026 at 9:00 AM at the Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon, Michigan 49442. At this meeting bidders will be given a tour of the site where they can become familiar with the site conditions and secure necessary measurements.

Bid Information
Bids will be received until 12:00 PM local time on December 11, 2026 at the Three Oaks Public School Academy, located at 1212 Kingsley Street, Muskegon, Michigan 49442. Bids will be publicly opened and read aloud shortly after the due date and time. Bids received after the deadline will not be accepted and will be returned to the bidder unopened.

Specifications
Specifications will be available online free of charge at http://www.northernas.com A printed copy may be purchased for a non-refundable fee of $50.00. Plans may be obtained by contacting John Rehkopf of Northern Analytical Services, LLC. All questions regarding the project are to be directed in writing to John Rehkopf at john@northernas.com or by fax at 866-214-4739.

Bid Security
A bid security in the amount of five percent (5%) of the base bid amount is required and shall accompany the bid. Bid security may be in the form of a bid bond issued by a qualified surety authorized to do business in the State of Michigan, a cashier's check, or money order payable to Three Oaks Public School Academy. Bids may not be withdrawn for a period of 60 days after the bid date.

Familial Disclosure
All bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner(s) or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, or chief executive officer or the public-school academy. The district shall not accept a bid that does not include this sworn and notarized disclosure statement.

Iran Economics Sanctions Act
All bids shall be accompanied by a sworn and notarized affidavit of compliance with the Iran Economic Sanctions Act. The district shall not accept a bid that does not include this sworn and notarized affidavit.

Bid Acceptance
Three Oaks Public School Academy reserves the right to reject any or all bids per MCL 380.1267.

End of Advertisement

CONSIDERATION OF BIDS

1.0 DEFINITIONS

A. OWNER: Three Oaks Public School Academy.

B. ENVIRONMENTAL CONSULTANT: Northern Analytical Services, LLC.

C. HYGIENIST: Northern Analytical Services, LLC.

D. CONTRACTOR: The BIDDER contracted by the OWNER to complete THE WORK.

E. THE WORK: The scope of work defined by these PROJECT SPECIFICATIONS.

F. BIDDER: A person/persons/company (entity) submitting a bid to the OWNER in accordance with these PROJECT SPECIFICATIONs.

1.2 OWNER RIGHT TO REJECT

A. The BIDDER acknowledges the right of the OWNER to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the BIDDER recognizes the right of the OWNER to reject a bid if the BIDDER fails to furnish any required bid security, certificate of compliance or award ability or to submit the information required by the bidding documents.

B. It is the intent of the OWNER to award a contract to the responsive and responsible best value BIDDER(s) provided the bid(s) have been submitted in accordance with the requirements of the PROJECT SPECIFICATIONS and do not exceed the funds available. The following information may be considered to determine the most responsive and responsible best value bidder:

1. Compliance with all bidding requirements.
2. A bidder's financial resources.
3. A bidder's technical capabilities.
4. A bidder's professional experience.
5. A bidder's past performance.
6. A bidder's insurance and bonding capabilities.
7. A bidder's business integrity.
8. A bidder's citation history with State & Federal Agencies.
9. A bidder's safety record.
10. Any additional information made available to the OWNER.

1.3 BIDDER QUALIFICATIONS

The BIDDER shall submit with their bid, a completed copy of the BIDDER QUALIFICATION FORM found in the following pages of these PROJECT SPECIFICATIONS.

BIDDER QUALIFICATION FORM

Legal Company Name:		
Principal Address:		
Contact Person:	**Federal ID No.:**	
Telephone No.:	**Duns No.:**	
Fax No.:	**Email:**	
If incorporated, State of Incorporation:		**Year Incorporated:**

List company officers:

Name	Title	Years with Company

Provide a list of any other company that the Owner, Partners, or Officers have been affiliated with in the past five years:

Officer Name	Company Affiliated with	Affiliation

SAFETY

Does your company have a written Safety Program? Yes____ No____
If yes, provide an electronic copy or verify that a current copy is on file with NAS.

Does your company have a Substance Abuse Program? Yes____ No____

Does your company have a safety officer? Yes____ No____

If YES, provide name:_____ Telephone:_____

Does your company hold weekly craft "tool box" talk safety meetings? Yes____ No____

Does your company provide foreman safety training? Yes____ No____

If YES, how often?_____

Does your company conduct safety inspections? Yes____ No____
If YES, how often?_____

Does your company give orientation/safety instruction to new hires? Yes____ No____

FINANCIAL

Bank Reference: _____
(Bank Name) (Telephone)

Contact Person: _____
(Contact Name) (Title)

Is your company currently in default on any loan or other financial agreement? Yes No

Has your company ever been bankrupt or filed a petition for bankruptcy? Yes No

Is your company, or its officers, currently involved in any litigation? Yes No
(If you answered yest to any of the last 3 questions, please attach a brief explanation)

BONDING INFORMATION

Has any surety ever refused to bond your firm or any firms your officers are, or were, affiliated with? If so, please attach a brief explanation. Yes No

Furnish a signed statement from your surety certifying the following information:

- Name of bonding firm, agent, and contact information.
- Your firm's bonding limit (single project & aggregate).
- Dollar amount your firm is currently bonded for.
- Length of time your firm has been with this bonding company.
- If a claim has, or has not, ever been filed against your company.

EXPERIENCE

Provide the following information regarding the 5 most recent projects that your company has completed that were similar in size and nature to the one you are being considered for:

Project Name	Customer	Duration (# days)	Contract Amount

Name of the company that would file the asbestos abatement 10-day notices for this project:

Company Name:	License Number: C-

Asbestos supervisor(s) that would be assigned to this project:

Name	Accreditation Number

Number of employees available for this project:

CONTRACTOR/Supervisors:	**In house Asbestos Workers:**
Subcontracted Laborers:	**Name of Laborer Company:**

List of all SUBCONTRACTOR for this project (excluding suppliers):

Company Name	Service	Approximate Dollar Amount

As an Authorized Representative for_____
(name of company submitting bid)

I hereby certify that the answers to the foregoing questions, and all documents contained herein, are true and correct. I understand that submission of this information is in no way a guarantee of Contract award by the Owner or Northern Analytical Services, LLC. and that the information is provided for review and evaluation purposes only.

_____ _____
(Signature) (Date)

_____ _____
(Above Name typed or Printed) (Title of Authorized Representative)

INSTRUCTIONS TO BIDDERS

1.1 BID SUBMISSION

Bids shall be submitted as follows:

A. In a sealed envelope marked "Sealed Bid-Three Oaks Public School Academy".
B. On the official bid forms provided by the ENVIRONMENTAL CONSULTANT.
C. In triplicate.
D. Delivered to: Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon, Michigan 49442. Electronic bid submission is prohibited.
E. Bidders are discouraged from submitting marketing materials and other non-solicited information.

1.2 BID DEADLINE

BIDS SHALL BE RECEIVED NO LATER THAN THE FOLLOWING DEADLINE:

12:00 PM, LOCAL TIME, ON December 11, 2026.

1.3 SIGNATURES

All affidavits, bids, notifications, claims and statements must be signed as follows:

A. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.

B. Partnerships: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If Bid is signed by all partners no authorization is required.

C. Sole Proprietor: No authorization is needed.

D. Each signature must be witnessed.

1.4 BID GUARANTEE

A. BIDDER shall submit with their bid an acceptable bid bond or certified check, made payable to the OWNER, for not less than 5 (five) percent of their bid. Failure to include a 5% guarantee shall result in the rejection of your bid.

B. Bonds shall be provided by a U.S. domiciled firm, licensed to conduct business within the State of Michigan, U.S. Treasury listed, and rated A.M. Best as A-, financial category FSC IV or better.

1.5 SITE INSPECTION

BIDDERs shall visit the site and perform a thorough site inspection prior to submitting a bid. The OWNER reserves the right to reject bids from a BIDDER who fails to perform a thorough site inspection. Each BIDDER shall secure their own measurements and be responsible for the correctness of those measurements. Each BIDDER shall be held to have made such examinations, and no allowances will be made on their behalf by reason of error or omission on their part. If any portion of the BIDDER's work depends, for proper results, upon existing conditions, the BIDDER shall notify the ENVIRONMENTAL CONSULTANT of any conditions or defects that will affect the results. Failure to notify will constitute the BIDDER's acceptance of the conditions.

1.6 BIDDER EXAMINATION OF THE PROJECT SPECIFICATIONS

Each Bidder shall examine the bidding documents carefully. In the event that the documents require interpretation or correction of any inconsistency, ambiguity, or error, the BIDDER shall notify the ENVIRONMENTAL CONSULTANT in writing at least (7) days prior to the bid due date for clarification by written addenda. If such interpretation is not requested, the bid will be presumed to be based on the interpretation and instructions given by the ENVIRONMENTAL CONSULTANT after a contract is executed, in accordance with the terms of that Agreement. Only written interpretation or correction prior to the bid due date will be binding. Neither the OWNER, nor the ENVIRONMENTAL CONSULTANT will be responsible for any verbal explanations or interpretations of the PROJECT SPECIFICATIONS.

Plans, diagrams, drawings and other descriptive information that depict existing conditions are provided for scope identification and scheduling purposes only; dimensions should not be scaled. Quantities, elevation, measurements and locations shown have been approximated. Therefore, this information shall not be used for bidding purposes and must be field verified by the Bidder prior to bid submission.

1.7 ADDENDA

Any written changes or clarifications made by the OWNER or ENVIRONMENTAL CONSULTANT will be posted to the project bidding website. Bidders are required to check this location prior to submitting a bid. No Addenda will be issued later than 3 (three) days of the bid deadline except an addendum, if necessary, postponing the bid deadline or withdrawing the request for bids.

Each Bidder shall acknowledge receipt of each addendum in the appropriate place of the bid form.

1.8 BID FORMS

Use the bid forms provided in these PROJECT SPECIFICATIONS to prepare and submit bid. Do not modify, alter, qualify, or attach stipulations to your bid form. The OWNER reserves the right to reject such bids as non-responsive. BID FORMS are provided on the following pages:

BID FORM

BID DEADLINE: **12:00 PM on December 11, 2026**	
LEGAL NAME OF BIDDER:	
LEGAL ADDRESS:	
CONTACT PERSON:	TITLE:
TELEPHONE NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	BIDDER'S TAX IDENTIFICATION NUMBER:

The Undersigned, having visited the site and carefully examined the premises and the conditions affecting the WORK and carefully examined the bidding documents entitled **Three Oaks Public School Academy,** dated October 26, 2026 as prepared by Northern Analytical Services, LLC., hereby agrees to perform, within the time stipulated, the WORK, including all its component parts, and everything required to be performed, and to provide and furnish all insurances, bonds, labor, material, tools, expendable equipment, transportation and all other services required to perform the WORK and complete in a workmanlike manner ready for use, all as required by and in strict accordance with the PROJECT SPECIFICATIONS for a sum computed as follows:

BID ITEM	**DOLLAR AMOUNT**
Base Bid:	$

Addendum No.: Dated Addendum No. Dated Addendum No. Dated

The Undersigned submits the enclosed bid guarantee, consisting of a bid bond, certified check, or cashier's check payable to Three Oaks Public School Academy, in an amount equal to five percent (5%) of the Total Bid. The OWNER shall hold the bid guarantee for sixty (60) calendar days following the date of Bid opening. If the OWNER accepts this Bid within that period and the Undersigned fails to execute the Agreement or furnish the insurance and performance and payment bonds required by the PROJECT SPECIFICATIONS, the bid guarantee shall be forfeited to the OWNER as liquidated damages. If the OWNER does not accept this Bid within that period, or if the Undersigned executes the Agreement and furnishes all required insurance and bonds acceptable to the OWNER, the bid guarantee shall be returned.

SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

1.1 BONDS, FEES, PERMITS AND TAXES

A. The bid sum includes all applicable bond costs, fees, permit costs, and taxes required by all legal authorities with jurisdiction over the WORK location.

1.2 ADD ALTERNATES

A. Bidders shall include pricing for each Add Alternate listed below. Add Alternate pricing shall be provided as a lump sum, all-inclusive amount covering all added costs for insurances, bonds, labor, supervision, equipment, materials, incidentals, coordination, and closeout necessary to fully perform the described Add Alternate scope. Add Alternate prices shall be in addition to the Base Bid and shall not be interpreted as a substitution for the Base Bid. Add Alternates will be incorporated into the Contract only if expressly accepted by the Owner in writing; otherwise, no Add Alternate work shall be performed. Work areas are defined on the drawings and estimated quantities provided in Appendix D.

DESCRIPTION

Add Alternate 1: Remove flooring as ACM using the following rates:	
1A: Added cost to remove approximately 670 sq.ft. of tile and mastic:	$
1B: Added cost to remove approximately 13,210 sq.ft. of carpet and mastic:	$
1C: Added cost to remove approximately 5,900 sq.ft. of carpet, tile and mastic:	$
Add Alternate 2-Remove approximately 3,750 lineal feet of ACM pipe insulation from the Unit A ceiling cavity using glove bag methods after others have demolished the ceilings (requires additional setup/return visit):	$
Add Alternate 3:Remove all (approximately 260 lineal feet) pipe insulation from pipe chases 113 & 213 as ACM:	$
Add Alternate 4-Remove all (approximately 200 lineal feet) non-fiberglass type pipe insulation from the boiler room as ACM using glove bag methods:	$

1.3 VOLUNTARY ALTERNATES

A. The Bidder agrees that voluntary alternates for materials, methods, and/or equipment specified, if accepted by the OWNER, will be added or subtracted from the base bid. Provide a description of the proposed alternate(s) with pricing implications below and attach additional typed sheets on your letterhead if needed. Label clearly as "Three Oaks Public School Academy-Voluntary Alternate."

DESCRIPTION: **Add/(Deduct)**

_____ **$**_____

_____ **$**_____

1.4 UNIT PRICING

A. Bidders submitting bids are required to provide unit costs for each of the items listed below. Provided unit costs are intended to assist the OWNER with bid evaluations and shall not be interpreted as an alternate bid price. Unit rates shall assume work is to be performed in accordance with requirements for similar work as described in these Specifications and shall not include any mobilization fees.

Mobilization, which includes all necessary supplies and equipment.		
i. 1-6 person crew:	$	
ii. More than a 6-person crew:	$	
	Per Lineal foot	Per Fitting
iii. Pipe insulation:	$	$
	Carpet	Floor Tile & Mastic
iv. Asbestos Containing Flooring (per square foot)	$	$
v. Visual Display Board and Glue (per square foot)	$	
vi. Door (each)	$	
vii. Ceiling Tile & Glue (per square foot)	$	
viii. Plaster ceiling & gridwork/black iron (per square foot)	$	

1.5 SCHEDULE OF VALUES

Bidders are required to break down their bid as follows:

Bid Item	Cost
Bid Bond	$
Performance Bond	$
Insurances	$
Regulatory Agency Notification Fees	$
Unit A-Base Bid	$
Unit B-Base Bid	$
Total Base Bid Amount	$
Add Alternate 1A (floor tile & mastic)	$
Add Alternate 1B (carpet & mastic)	$
Add Alternate 1C (carpet, floor tile & mastic)	
Add Alternate 2 (Unit A pipe insulation)	
Add Alternate 3 (pipe chases)	
Add Alternate 4 (Boiler room pipe insulation)	

NAME OF BIDDER:	
SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

1.6 ASBESTOS-FREE PRODUCT INSTALLATION

It is hereby understood and agreed that no products/materials containing asbestos, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite or any combination of these minerals that have been chemically treated and/or altered shall be installed or introduced to the OWNER's property by the CONTRACTOR or his employees, agents, SUBCONTRACTOR, or other individuals or entities over whom the CONTRACTOR has control. The CONTRACTOR, its SUBCONTRACTOR of any tier, and vendors of any tier shall be required to sign a certification statement ensuring that all products or materials installed or introduced to the OWNER's property are asbestos free.

1.7 NON-COLLUSIVE CERTIFICATION

By submission of this bid, each BIDDER and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor;

C. No attempt has been made or will be made by the BIDDER to ensure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;

D. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms that truth thereof, such penalties being applicable to the BIDDER as well as to the person signing on its behalf.

E. That attached hereto (if corporate BIDDER) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporation.

NAME OF BIDDER:	
SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

REGULATORY AGENCY VIOLATION HISTORY DISCLOSURE AFFIDAVIT

All BIDDERs must submit the following sworn statement regarding past regulatory agency violations and attach this form to their bid.

The undersigned, being the owner or authorized officer of _____ (the "BIDDER"), hereby certifies, represents and warrants that the information provided in this affidavit is true and accurate regarding past violation notices, or citations the BIDDER has received from any regulatory agency within the past five (5) years (including any that are pending appeal):

☐ **No violation notice, or citation, from any regulatory agency, has been issued to the BIDDER within the previous five (5) Years.**

Or

☐ **The attached list includes every violation notice, administrative consent order, consent judgement, and citation, from every regulatory agency that has been issued to the BIDDER within the past five (5) years. Include the following information for each:**

- **Issuance date, Issuing Agency, Inspection number, or other identifying number, and a brief description of every violation notice or citation, including those with no monetary penalty.**

The following statement is true and accurate regarding any criminal convictions related to any environmental regulations:

☐ **Neither the Owner nor any partner, officer, or management level employee has been convicted of any environmental related criminal charge within the past five (5) years.**

Or

☐ **The attached list includes every criminal conviction related to environmental regulations for the owner, officer(s), partner(s), or management level employee(s). Provide the following information for each conviction:**

- **Name of each individual convicted, date of conviction, convicting agency, and a description of each conviction.**

BIDDER's Firm Name:_____

By:_____ _____
(printed name) (signature)

Its:_____
(title)

Subscribed and sworn before me, this_____ Seal:

Day of_____, 20_____, a Notary Public

In and for_____ County, _____(State).

_____
Notary Public (signature)

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

In accordance with MCL 380.1267, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Owner(s) or any employee of the BIDDER and any member of the Three Oaks Public School Academy Board of Education or its Superintendent. The Owner will not accept a bid that does not include a sworn and notarized familial relationship statement.

The members of the Three Oaks Public School Academy Board of Education are:

President:	Lynn Young	Trustee:	0
Vice President:	Todd Smith	Trustee:	0
Secretary:	Brytney Duncan	Trustee:	0
Treasurer:	Todd Smith	Superintendent:	Laura Moellering

☐The following are familial relationships:

	Owner/Employee Name	Related to	Relationship
1.			
2.			
3.			
4.			
5.			

☐ There are no familial relationships that exist between the owner or any employee of the BIDDER and any member of the Three Oaks Public School Academy Board of Education, or the Three Oaks Public School Academy Superintendent.

BIDDER's Firm Name:_____

By:_____ _____
(printed name) (signature)

Its:_____
(title)

Subscribed and sworn before me, this_____ Seal:

Day of_____, 20_____, a Notary Public

In and for_____ County, _____(State).

_____
Notary Public (signature)

My Commission expires_____

IRAN SANCTIONS ACT

SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE WITH IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

All BIDDERs must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid. **Three Oaks Public School Academy shall not accept a bid that does not include this sworn and notarized certification statement.** This form must be completed in its entirety.

The undersigned, the owner or authorized officer of _____
(the "BIDDER"), pursuant to the compliance certification requirement provided in the Project Specifications, hereby certifies, represents and warrants that the BIDDER (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Project Specifications, the BIDDER will not become an "Iran linked business" at any time during the course of performing the WORK or any services under the contract.

The BIDDER further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Owner's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER's Firm Name:_____

By:_____ _____
(printed name) (signature)

Its:_____
(title)

Subscribed and sworn before me, this_____ Seal:

Day of_____, 20_____, a Notary Public

In and for_____ County, _____(State).

_____
Notary Public (signature)

My Commission expires_____

END OF BID FORM

GENERAL CONDITIONS

1.0 DEFINITIONS

OWNER – Three Oaks Public School Academy.
ENVIRONMENTAL CONSULTANT – Northern Analytical Services, LLC.
HYGIENIST – A representative of the ENVIRONMENTAL CONSULTANT.
CONTRACTOR – The BIDDER contracted by the OWNER to complete THE WORK.
PROJECT SPECIFICATIONS – This document and supplemental Specifications and drawings.
NOTIFICATION – Written notice delivered in person, by mail, or by electronic format.
SUBCONTRACTOR – CONTRACTOR(s) hired by the CONTRACTOR.
THE WORK – The scope of work defined by these PROJECT SPECIFICATIONS.
BIDDER – A person/persons/company submitting a bid to the OWNER in accordance with these PROJECT SPECIFICATIONs.

1.1 CONSULTANTS's ROLE

NAS does not direct, supervise, or control the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or abatement.

NAS's services are limited to compliance monitoring, observation, and testing as specifically described in the Contract Documents. NAS is not responsible for CONTRACTOR performance, jobsite safety, housekeeping, or compliance with OSHA or other worker safety regulations.

1.2 CONFLICTS AND OMISSIONS

The intent of these PROJECT SPECIFICATIONS is to describe everything necessary for the proper execution of THE WORK. In case of conflict, THE WORK shall not proceed until a decision has been agreed upon by all parties concerned. In the event that the PROJECT SPECIFICATIONS contradict Federal, State, or local regulations, the more stringent requirements shall prevail. Any estimated quantities provided in the PROJECT SPECIFICATIONS are intended to serve as an aid in describing the scope of work; BIDDERs shall secure their own measurements in preparation of their bid.

1.3 ROYALTIES, PATENTS, NOTICES AND FEES

CONTRACTOR shall give all notices and pay all royalties and fees. He/she shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and the ENVIRONMENTAL CONSULTANT harmless from loss on account thereof. He/she shall comply with all laws, ordinances, and codes applicable to any portion of THE WORK.

It is understood to require compliance by the contract with State Statute, 1974 PA 53. The Act requires NOTIFICATION of Public Utilities by persons excavating or discharging explosives near underground facilities or demolishing buildings containing utility facilities and to provide for notice to affected parties when underground facilities are damaged. The CONTRACTOR shall provide notice to such Public Utility Companies a minimum of ten days prior to the start of such work and shall save the OWNER and ENVIRONMENTAL CONSULTANT from any responsibility where notice is not given.

1.4 EXAMINATION OF PREMISES

The BIDDER shall familiarize himself/herself with local conditions affecting THE WORK. He/she shall take his/her own measurements and be responsible for the correctness of same. The BIDDER shall be held to have made such examinations, and no allowances will be made on his/her behalf by reason of error or omission on his/her part. If any part of the CONTRACTOR's work depends upon existing conditions or THE WORK of another CONTRACTOR, the CONTRACTOR shall notify the OWNER before commencing work with any defects that will affect the results. Failure to notify will constitute his/her acceptance of the conditions.

1.5 MEASUREMENTS BY THE CONTRACTOR

The accompanying drawings show the arrangement, general design and extent of THE WORK and are more or less diagrammatical with the building materials and equipment shown in their general locations. The CONTRACTOR shall make field measurements to verify or supplement dimensions indicated and assume full responsibility for accurate fit of all work.

It shall be noted that any material amounts listed in these PROJECT SPECIFICATIONS are estimates only and the drawings included are representations only. They both have been included solely as an aid to give an approximation of the general scope of work. Bids shall be based upon CONTRACTOR's measurements and his field inspection information. Neither the OWNER nor the ENVIRONMENTAL CONSULTANT assume any liability for discrepancies, errors and/or omissions with the given figures and schematics.

1.6 WORKING CONDITIONS

All work shall be done in accordance with these PROJECT SPECIFICATIONS and all Local, State and Federal regulations and with the minimum possible interference with the proper functioning of the activities of the OWNER. Materials, tools, etc., shall be confined so as not to unduly encumber the premises. Each BIDDER shall be held to have visited the site and checked with the applicable authorities, the existing conditions, and the methods of carrying out THE WORK, and to have included in his/her bid all costs for meeting such working conditions.

1.7 MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose intended. Whenever an article, material, or equipment is specified by name, a substitute for equal qualifications may be used upon the written approval from the OWNER.

A. "Or Equal" Claus
Whenever an article, material or item of equipment is described by a performance specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material or item of equipment mentioned shall be understood as indicating the minimum requirements for fulfilling contract obligations as regards to type, function, standard of design and efficiency. CONTRACTOR(s) shall seek written approval prior to purchasing/installing alternative products in accordance with 2.15 of the General Conditions – Substitution of Materials.

B. Discrepancies
In all cases of discrepancies between the drawings and the PROJECT SPECIFICATIONS, the ENVIRONMENTAL CONSULTANT shall be notified in writing. If work proceeds without obtaining proper written interpretation of the conflicting drawings and PROJECT SPECIFICATIONS from the ENVIRONMENTAL CONSULTANT, the installed work which is not in accordance with the design and best practices shall be replaced by the CONTRACTOR at no additional cost. Interpretations shall not be provided by the HYGIENIST.

C. Omissions
The drawings and PROJECT SPECIFICATIONS are intended to describe the WORK and materials necessary. Any incidental item of material, labor or detail required for the proper execution and completion of the WORK and omitted from either the drawings and PROJECT SPECIFICATIONS or both, but required by governing codes, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of contract work without extra charge, even though not specifically detailed or mentioned.

1.8 EMPLOYEES AND SUPERINTENDENT

The CONTRACTOR shall enforce good order among his/her employees and shall not permit any disorderly, intemperate, or unfit person, or anyone not skilled in the WORK assigned to him/her to remain on the WORK site. The CONTRACTOR shall designate a site superintendent who shall be on the WORK site at all times the CONTRACTOR or his SUBCONTRACTOR are present. The site superintendent shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and have authorization to take corrective measures to eliminate them. He/she shall have the PROJECT SPECIFICATIONS available at the WORK site at all times.

1.9 OTHER CONTRACTS

The OWNER may award separate contracts in connection with the WORK. The CONTRACTOR shall be responsible for coordinating its work with that of other contractors, subcontractors, and trades operating within or adjacent to the Work Area.

The OWNER retains responsibility for overall site coordination, including scheduling, access control, and communication among multiple contractors and trades.

The ENVIRONMENTAL CONSULTANT is not responsible for coordinating the activities of the CONTRACTOR, subcontractors, other trades, or separate contractors, and shall not be deemed to have control over the means, methods, sequencing, or safety practices of any party.

The OWNER shall not be liable for damages or increased costs caused by the failure of the CONTRACTOR or other contractors to properly perform or coordinate their work; however, nothing herein shall be construed to transfer responsibility for the acts or omissions of the CONTRACTOR, other contractors, or third parties to the ENVIRONMENTAL CONSULTANT

1.10 PROTECTION

The CONTRACTOR shall properly protect all new and existing work from damage. Proper safety provisions shall be made at all times for the protection of all persons.

A. Protection of OWNER Property: The CONTRACTOR shall be responsible for the protection of OWNER property through the completion of THE WORK and shall exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways and other improvements in and adjacent to the area of work under the contract. Any damage to OWNER property resulting from the CONTRACTOR's operations shall be repaired or replaced at the expense of the CONTRACTOR.

B. Protection by others: The CONTRACTOR shall assume all responsibility for protection of his work areas unless it is specifically assigned to others in these PROJECT SPECIFICATIONS.

1.11 INSURANCE

A. The CONTRACTOR shall procure and maintain, at its own expense, insurance coverage of the types and limits specified herein for the duration of the WORK, including any warranty or correction period.

Insurance coverage shall be placed with insurers licensed to do business in the State of Michigan and rated A- or better by A.M. Best.

Compliance with these insurance requirements does not limit or replace the CONTRACTOR's obligations under the indemnification, defense, or liability provisions of the Contract Documents.

Minimum limits of insurance are as follows:

1. Worker's Compensation insurance as required by Michigan law.
2. Employer's Liability insurance.
   a. Minimum limits shall be:
      i. $1,000,000 each accident
      ii. $1,000,000 disease-each employee
      iii. $1,000,000 disease-policy limit

3. Commercial General Liability insurance written on an occurrence basis, including coverage for bodily injury, property damage, personal and advertising injury, and contractual liability.
   a. Coverage Shall include:
      i. Independent contractors and subcontractors
      ii. Broad-form contractual liability
      iii. Premises and operations
      iv. Products and completed operations

   b. Minimum limits shall be:
      i. $1,000,000 each occurrence.
      ii. $2,000,000 general aggregate.
      iii. $2,000,000 products/completed operations aggregate.

4. Contractors Pollution Liability insurance written on an occurrence basis, or on a claims-made basis with a minimum three (3) year extended reporting period covering claims arising from pollution conditions, including asbestos, lead, mercury, PCB's, mold, fibers, dust, fumes, and other hazardous materials.
   a. Coverage Shall include:
      i. On-site and off-site pollution conditions
      ii. Cleanup costs
      iii. Third-party bodily injury and property damage
      iv. Defense costs outside or in addition to policy limits where commercially available
      v. Asbestos coverage shall not be excluded

   b. Minimum limits shall be:
      i. $4,000,000 each occurrence
      ii. $4,000,000 general aggregate

5. Automobile Liability insurance covering owned, hired, and non-owned vehicles.
   a. Minimum limits shall be:
      i. $1,000,000 combined single limit per accident

6. Umbrella or Excess Liability insurance written on an occurrence basis, providing additional limits over CGL, and Employers' Liability policies.
   a. Minimum limits shall be:
      i. $4,000.000 per occurrence and aggregate

B. The following shall be named as Additional Insureds on the CONTRACTOR's Commercial General Liability, Pollution Liability, Automobile, and Umbrella policies for both ongoing and completed operations:

1. Three Oaks Public School Academy and its Board of Education, officers, employees, and agents
2. Northern Analytical Services, LLC., its officers, employees, and agents

Additional insured coverage shall be provided on a primary and non-contributory basis with respect to any insurance maintained by the OWNER or ENVIRONMENTAL CONSULTANT.

C. The CONTRACTOR waives all rights of subrogation against the OWNER and the ENVIRONMENTAL CONSULTANT to the extent permitted by law.

D. Prior to commencement of the WORK, the CONTRACTOR shall submit certificates of insurance and copies of additional insured endorsements evidencing compliance with these requirements.

F. Failure to maintain required insurance shall constitute a material breach of contract.

G. All required insurance shall be maintained in full force and effect for the duration of the WORK and any applicable warranty or correction period.

The CONTRACTOR shall promptly notify the OWNER and the ENVIRONMENTAL CONSULTANT in writing of any cancellation, non-renewal, or material reduction in required insurance coverage upon receipt of such notice. Failure to provide such notice shall not limit the CONTRACTOR's obligations under the Contract Documents.

No payment, including progress or partial payments, shall relieve the CONTRACTOR of responsibility for the WORK or for damages arising from the CONTRACTOR's performance or non-performance.

Casualties affecting the WORK shall not relieve the CONTRACTOR of its obligations except as expressly provided elsewhere in the Contract Documents.

H. Any deductible costs shall be the responsibility of the CONTRACTOR.

1.12 BONDS

A. Bid Guarantee: A bid guarantee in the amount of five percent (5%) of the base bid amount is required and shall accompany the bid. The bid guarantee may be in the form of a bid bond issued by a qualified surety authorized to do business in the State of Michigan, a cashier's check, or money order. Bids may not be withdrawn for a period of 60 days after the bid date. Checks or money orders used as bid guarantee shall be made payable to the OWNER.

B. Performance Bond: The selected CONTRACTOR shall furnish a bond issued by a qualified surety authorized to do business in the State of Michigan as security for the faithful performance of this contract. The cost of the aforesaid bonds shall be paid by the CONTRACTOR as part of the bid. The amount of the bond shall equal the Contract Amount.

C. Payment Bond**:** The selected CONTRACTOR shall furnish a bond issued by a qualified surety authorized to do business in the State of Michigan for the protection of all persons supplying labor and material in carrying out THE WORK. The amount of the bond shall equal the performance bond.

D. Provide acceptable performance and payment bonds to the OWNER, with copies sent to the ENVIRONMENTAL CONSULTANT, within three calendar days of receiving written request.

1.13 CHANGES

The CONTRACTOR shall not make any changes to the contracted work without explicit written direction from the OWNER.

A. Change Orders: A Change Order is a written order to the CONTRACTOR signed by the OWNER, issued after execution of the contract, authorizing a change in THE WORK or an adjustment in the Contract Sum or the contract time.

1. Change Orders shall be approved by the OWNER prior to the change being implemented to be valid.

2. The OWNER is not obligated to honor any change order where the WORK has been implemented prior to OWNER approval.

3. The CONTRACTOR is liable for any costs associated with corrective actions needed to rectify unapproved changes implemented by the CONTRACTOR.

4. The HYGIENIST does not have the authority to approve any changes.

B. Cost or Credit: The Cost or Credit to the OWNER resulting from a change in the WORK shall be determined in one or more of the following ways:

1. Mutual acceptance of a lump sum.

2. By mutually agreed upon unit prices. In the event of an addition to the contract, a fee of not more than 10% shall be added for overhead and a fee of not more than 10% shall be added for profit if THE WORK is done by his own forces, and not more than 7.5% shall be added for administration and profit if THE WORK is done by SUBCONTRACTOR.

3. By actual itemized cost and fixed fees as set forth in number 2, above. Costs shall be limited to the cost of materials, cost of labor, and cost of overhead.

C. Overhead: Overhead shall include Supervision, watchman and clerks, hand tools, incidentals, general office expense, and all other expenses not included in costs.

D. Net Value: If the Net Value of a change results in credit from the SUBCONTRACTOR, the credit shall be the net value without overhead and profit.

1.14 TERMINATION FOR BREACH

The following shall be considered a material breach of contract:

A. **Safety / Regulatory Noncompliance:** Unsafe work practices, job site hazards, or potential or actual regulatory violations that are not corrected immediately upon discovery, that create an imminent hazard, or that re-occur after being corrected.

B. **Failure to Maintain Schedule:** Failure to maintain timely progress relative to the approved Work Schedule or Contract Time, including failure to staff the project adequately, failure to provide required supervision (including the Competent Person), or failure to achieve Substantial Completion within the required timeframe.

C. **Nonconforming Work:** Work performed that is not in accordance with the PROJECT SPECIFICATIONS, the approved Work Plan, or applicable regulations, and which is not corrected promptly upon written notice from the OWNER.

D. **Failure to Comply with Stop Work:** Failure to immediately comply with a Stop Work directive issued by the OWNER or ENVIRONMENTAL CONSULTANT due to safety concerns, potential regulatory noncompliance, containment failure, or elevated fiber concentrations outside of the regulated area.

E. **Failure to Maintain Required Documentation:** Failure to provide required submittals, daily reports, waste shipment documentation, employee credentials, notifications, or other documentation required under the Contract Documents in a timely manner.

Notice and Opportunity to Cure
Except where immediate termination is justified due to an imminent hazard, regulatory violation, or refusal to comply with a Stop Work directive, the OWNER may provide written notice describing the breach and may allow the CONTRACTOR up to **twenty-four (24) hours** to begin corrective action and **forty-eight (48) hours** to achieve compliance, unless a shorter time period is required to protect safety, prevent contamination, or comply with regulatory requirements.

Termination and Remedies
If the CONTRACTOR fails to timely cure the breach to the OWNER's satisfaction, the OWNER may terminate the Contract **in whole or in part**, take possession of the work area(s), and procure labor, materials, equipment, and services necessary to complete the WORK by whatever method the OWNER deems expedient.

In the event of termination for cause, the OWNER may procure services similar to those terminated and the CONTRACTOR shall be liable to the OWNER for any **excess costs reasonably incurred**, including but not limited to:

1. Costs to complete the WORK through a replacement contractor;
2. Extended environmental consulting, air monitoring, and project administration costs attributable to the CONTRACTOR's default;
3. Regulatory fines, penalties, response costs, or corrective actions resulting from the CONTRACTOR's acts or omissions; and
4. Reasonable costs incurred to secure the site, maintain containment, or protect building occupants

and property.

The CONTRACTOR's refusal or failure to accept or perform WORK required under the Contract Documents shall be deemed an intentional act of default.

1.15 TERMINATION FOR CONVENIENCE

The OWNER may, at any time and for any reason, terminate the Contract in whole or in part for the OWNER's convenience by providing written notice to the CONTRACTOR.

Upon receipt of such notice, the CONTRACTOR shall immediately:

- stop work as directed by the OWNER;
- secure the work area(s), maintain all required safety protections and engineering controls, and prevent the spread of contamination;
- protect and preserve the WORK and any materials already delivered or installed; and
- submit to the OWNER, within five (5) business days, a written statement of the WORK completed to date, including applicable documentation requested by the OWNER.

In the event of termination for convenience, the OWNER shall pay the CONTRACTOR for WORK properly performed and accepted through the effective date of termination, less:

- any previous payments made;
- costs to correct nonconforming work;
- documented costs incurred by the OWNER due to CONTRACTOR noncompliance prior to termination; and
- amounts withheld for closeout documentation not yet provided.

The CONTRACTOR shall not be entitled to payment for anticipated profits, unperformed work, acceleration costs, or consequential damages arising from termination for convenience.

Termination for convenience shall not relieve the CONTRACTOR of responsibility for defective work, regulatory violations, indemnification obligations, insurance obligations, or documentation requirements arising from WORK performed prior to termination.

1.16 CLEAN-UP

The CONTRACTOR shall keep the premises free from accumulations of waste, material or rubbish caused by his/her employees or work, and at the completion of THE WORK he/she shall remove all of his/her waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his/her work area clean and ready for use.

1.17 GUARANTEE

The CONTRACTOR shall furnish the OWNER with a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the WORK within one year from the date of final acceptance by the OWNER.

1.18 PAYMENT

A. Payment for the WORK will be made in one sum at the final completion of the contract except that partial payments for the value of the substantially completed work may be made at monthly intervals when bonds are furnished. If the CONTRACTOR expects to request partial payments, he/she shall submit a schedule of values and quantities of the various parts of the WORK aggregating the total contract sum. A fee of not less than 10% of each pay item shall be withheld from partial payments for close out documentation identified in 6.0-Closeout Documentation. When applying for payments, the CONTRACTOR shall submit a statement based upon this schedule, itemized and supported as the OWNER may require. The Contract will not be considered complete until the WORK has been finally accepted by the OWNER and the following have been furnished:

1. The required guarantees, and
2. Satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the WORK have been paid.
3. Satisfactory evidence that all waste and recycled items have been properly transported to the appropriate facility.

The OWNER will pay 100% of the amount due upon completion of each separate area. The OWNER may require for each application of payment, a consent of surety and waivers of lien from the CONTRACTOR and his SUBCONTRACTOR and Suppliers, as-built drawings, guarantees, manuals, brochures, operating instructions, waste shipment records, or other documents as required under the provisions of this Contract for completed work.

The OWNER may decline payment because of subsequently discovered evidence or subsequent observations, as may be necessary to protect against loss because of:

1. Defective materials and/or work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payment properly to SUBCONTRACTOR or for labor, materials, or equipment.
4. Reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum.
5. Damage to the OWNER or another CONTRACTOR.
6. Reasonable evidence that the WORK cannot be completed within the contract time.
7. Persistent failure to carry out the WORK in accordance with the PROJECT SPECIFICATIONS.

When the above conditions are removed, payment shall be made for amounts adjusted because of them.

B. Payment for Stored Materials and Equipment:
Payments may be made on account of materials or equipment not incorporated in the WORK but delivered and suitably stored at the work site. Payments for materials or equipment stored at the work site shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the OWNER to establish the OWNER's title to such materials or equipment or otherwise protect the OWNER's interest.

1.19 LIQUIDATED DAMAGES

The CONTRACTOR acknowledges that timely completion of each Work Area of the WORK is a material condition of the Contract and that failure to achieve Substantial Completion within the Contract Time will result in damages to the OWNER that are difficult to ascertain with precision at the time of contracting, including but not limited to administrative costs, coordination impacts, disruption of facility operations, and loss of planned use.

Accordingly, the CONTRACTOR agrees that, in the event Substantial Completion is not achieved within the Contract Time for any Work Area, the OWNER shall be entitled to assess liquidated damages in the amount of **$1,500.00** per calendar day, per Work Area, for each calendar day that Substantial Completion is delayed for each uncompleted Work Area.

Liquidated damages shall accrue beginning on the first calendar day following the Contract Time applicable to the affected Work Area and shall continue until Substantial Completion of that Work Area is achieved.

The parties agree that this liquidated damages amount represents a reasonable estimate of the OWNER's anticipated damages due to delay and is not intended as a penalty.

Liquidated damages are intended to compensate the OWNER for general delay-related impacts and do not include additional environmental consulting services, extended air monitoring, overtime, weekend, or premium-rate consulting costs, which may be recovered separately as actual damages to the extent such costs are incurred due to CONTRACTOR delay or non-performance.

Assessment of liquidated damages shall not be waived, reduced, tolled, or suspended by the CONTRACTOR's performance of work outside the approved Project Schedule unless expressly authorized in writing by the OWNER.

1.20 INSPECTION

All materials and each part or detail of the WORK shall be subject at all times to inspection by the ENVIRONMENTAL CONSULTANT, the HYGIENIST, and OWNER and their designated representative. The CONTRACTOR shall be held strictly to the true intent of the PROJECT SPECIFICATIONS regarding quality of materials, workmanship, and the diligent execution of the contract. The ENVIRONMENTAL CONSULTANT, HYGIENIST, and the OWNER and their representatives shall be allowed access to all parts of the WORK and shall be furnished with such information and assistance by the CONTRACTOR as is required to make a complete and detailed inspection. The final inspection and acceptance, as well as unannounced inspection of the project from time to time will be made by the ENVIRONMENTAL CONSULTANT, HYGIENIST, OWNER and their representatives. It will be the CONTRACTOR's responsibility to notify the ENVIRONMENTAL CONSULTANT three (3) days in advance when inspections necessary for the progress of the WORK are required. The presence or absence of a HYGIENIST will not relieve the CONTRACTOR of his responsibility of completing the WORK in accordance with the PROJECT SPECIFICATIONS and/or the regulatory standards. The CONTRACTOR is responsible for completing the WORK to the satisfaction of the OWNER and all applicable regulatory agencies.

The CONTRACTOR shall provide the OWNER, ENVIRONMENTAL CONSULTANT, and HYGIENIST all required personnel protective equipment, including but not limited to, protective coveralls, respirator filters, hearing protection, and gloves that are needed to enter a regulated work area.

1.21 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, its Board of Education, officers, employees, and agents, and the ENVIRONMENTAL CONSULTANT, its officers, employees, and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses, liabilities, penalties, regulatory citations, fines, costs, and expenses, including but not limited to attorneys' fees, expert fees, and litigation expenses, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, liability, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), and only to the extent caused by the negligent acts or omissions of the CONTRACTOR, a SUBCONTRACTOR, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by an Indemnitee. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. Indemnification obligations shall apply on a proportional basis corresponding to the CONTRACTOR's degree of fault and shall not be interpreted to require indemnification for the sole negligence of the ENVIRONMENTAL CONSULTANT.

This indemnification obligation includes the duty to defend and reimburse the Indemnitees from all costs of defense, including attorneys' fees, expert fees, and litigation expenses, regardless of whether such claims are ultimately determined to be without merit.

The obligations to defend and indemnify shall apply regardless of whether the claim alleges that the OWNER and/or the ENVIRONMENTAL CONSULTANT was negligent, provided such negligence is not finally determined to be the sole proximate cause of the loss.

The duty to defend is independent of and broader than the duty to indemnify and shall arise upon tender of a claim alleging negligence or fault attributable in whole or in part to the CONTRACTOR, regardless of ultimate fault allocation.

2.0 SUPPLEMENTARY GENERAL CONDITIONS

2.1 MICHIGAN RIGHT-TO-KNOW LAW

The CONTRACTOR shall conform to the provisions of the Michigan Right-To-Know Law, 1986 PA 80, which requires employers to: 1) develop a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Safety Data Sheets; 2) provide training for employees who work with these chemicals; and 3) develop a written hazard communications program.

The law also provides for specific employee rights. These include: 1) the right to be notified (by employer or CONTRACTOR posting) of the location of Material Safety Data Sheet; 2) the right to be notified (by employer or CONTRACTOR posting) of new or revised Safety Data Sheet no later than five working days after receipts; and 3) the right to request copies of Safety Data Sheet from their employers.

Provision of the State of Michigan's Right-To-Know Law may be found in those sections of the Michigan Occupational Safety and Health Act, which contains Right-To-Know provisions and the Federal Hazard Community Standard, which is part of the Michigan Occupational Safety and Health Act's Right-To-Know Law through adoption.

2.2 SAFETY REGULATIONS

The CONTRACTOR shall conform to the "General Safety Rules and Regulations" for the construction industry, as prescribed by the Construction Safety Commission, Department of Labor, Bureau of Safety and Regulations, Lansing, Michigan, and the Occupational Safety and Health Standards of the United States Department of Labor. This shall be made a condition of each Subcontract entered into pursuant to the Contract.

2.3 PARKING

Parking shall be in designated areas only. The OWNER assumes no responsibility for any personal materials, property, vehicles and/or other equipment brought to or left at the job site.

2.4 EQUIPMENT STORAGE

The CONTRACTOR may use the designated work area for storage of equipment and supplies being used on this project at his own risk. The OWNER will not be responsible for equipment or supplies left or stored on site. Storage areas must be coordinated with the OWNER. Stored equipment must be removed from the building as part of the substantial completion deadline found in 2.16– Time of Completion.

2.5 PROJECT SCHEDULE

The WORK shall be performed in accordance with the project schedule established by the OWNER and identified in the Contract Documents (“Project Schedule”). The Project Schedule defines the OWNER’s time constraints for the project, including the planned start date, planned completion date, allowable working hours, and any access limitations.

A. **Baseline Working Hours**
Unless otherwise authorized in writing by the OWNER, the WORK shall be performed only during the following baseline working hours:

- **Monday through Friday: 7:00 AM to 5:00 PM**
- **No work shall be performed on weekends or holidays.**

B. Contract Time Window
The Project Schedule shall identify the anticipated start date and anticipated completion date for the WORK. The CONTRACTOR shall plan and staff the WORK to achieve Substantial Completion within the Project Schedule time window, without relying on weekend work, holiday work, or overtime, unless specifically authorized in writing.

C. Access Restrictions
The OWNER may impose additional restrictions on access times, building entry points, security requirements, and work sequencing as required for operations, occupant safety, testing schedules, and facility needs. Such restrictions shall be treated as Contract requirements.

D. Work Outside Baseline Hours
Work outside the baseline working hours—including evenings, weekends, holidays, or in excess of forty (40) hours per week—shall not be permitted without prior written authorization from the OWNER. If authorized, such work shall be performed only under conditions approved by the OWNER and in compliance with all Contract requirements.

E. No Change in Contractor Responsibility
The Project Schedule establishes time constraints and does not relieve the CONTRACTOR of responsibility for means, methods, staffing, sequencing, safety compliance, or completion of the WORK in accordance with the Contract Documents.

F. A detailed Project Schedule is provided in Appendix B of these Project Specifications.

2.6 WASTE STORAGE

All waste and debris, including asbestos, generated by the CONTRACTOR and/or his SUBCONTRACTOR during the course of the project shall be stored in a locked, and properly labeled vehicle or dumpster (provided by the CONTRACTOR). The material shall be transported on a regular basis to an approved disposal site. Friable asbestos containing waste shall be transported to an approved disposal site within ten (10) calendar days of being removed from its original location. Dumpsters containing friable asbestos waste shall be completely enclosed with a lockable door and top; open top dumpsters shall not be used on this project without written authorization from the OWNER.

Waste generated from sites not owned or operated by the OWNER shall not be permitted onsite.

2.7 DESIGNATED AREAS

The OWNER will not provide an area for the CONTRACTOR's personnel for lunches or breaks. The CONTRACTOR shall be responsible for providing break areas for his employees and SUBCONTRACTOR that are separate from the WORK area.

2.8 PREVAILING WAGE & BENEFIT RATES

Prevailing wage rates **are** required for this project. Wage rate determinations can be found in Appendix C of these Project Specifications.

2.9 DAVIS BACON WAGE RATES

Davis Bacon wage rates **are not required** for this project.

2.10 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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. The CONTRACTOR will provide and post in a conspicuous place, available to employees and applicants for employment, notices required by these regulations setting forth provisions of this nondiscrimination clause.

2.11 CIVIL RIGHTS ACT

Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974 require that no person, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance. The CONTRACTOR shall carry out its work under this contract in a manner that will permit full compliance by the CONTRACTOR with said statutes and the regulations adopted there under.

2.12 MINORITY SUBCONTRACTOR AND SUPPLIERS

CONTRACTORs are encouraged to utilize the services of minority SUBCONTRACTOR and suppliers where possible in the pursuance of the project.

2.13 MODIFICATIONS TO BIDS

Should a bid previously submitted require modification, the BIDDER shall submit the modifications in the same manner as the original bid prior to the bid due date and time. Telephonic, verbal, or electronic modifications to a bid previously submitted will not be accepted unless the original bid was accepted in this manner.

2.14 INTERPRETATION OF PROJECT SPECIFICATIONS

If any person/entity contemplating submitting a bid for this project is in doubt as to the true meaning of any part of the drawings or PROJECT SPECIFICATIONS, he/she shall submit a written request to the ENVIRONMENTAL CONSULTANT for an interpretation thereof not later than seven (7) business days prior to the due date for bids. The person submitting the request will be responsible for its prompt delivery. An interpretation of the Documents may be made by the ENVIRONMENTAL CONSULTANT and an Addendum issued and delivered to each person who has received a set of drawings and Specifications. All Addenda issued shall be made a part of the PROJECT SPECIFICATIONS.

In the event that these PROJECT SPECIFICATIONS contain a contradiction or contradict any local, state, or federal regulation or standard, the more stringent requirement shall apply.

2.15 SUBSTITUTION OF MATERIALS

If the CONTRACTOR wants to use manufacturers or materials other than those specified the CONTRACTOR shall submit a written request to the ENVIRONMENTAL CONSULTANT. Request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. The person submitting the request will be responsible for its prompt delivery. An examination and evaluation of product data will be made by the OWNER.

Request made prior to Contract award shall be made no later than four (4) business days prior to due date for bids and if found acceptable, an Addendum will be issued and mailed or delivered to each person who has received a set of drawings and PROJECT SPECIFICATIONS. All Addenda issued shall be made a part of the PROJECT SPECIFICATIONS.

2.16 TIME OF COMPLETION

Upon acceptance by the OWNER, the selected CONTRACTOR agrees to achieve Substantial Completion of all work required in accordance with the Project Schedule and the Contract Documents. The start date may vary to suit the OWNER's schedule; however, the number of calendar days required to achieve Substantial Completion shall remain unchanged unless modified by written Addendum or written change order issued by the OWNER.

A. **Substantial Completion Deadline**
The CONTRACTOR shall achieve Substantial Completion within the Contract Time established in the Project Schedule. Failure to achieve Substantial Completion within the Contract Time shall constitute delay attributable to the CONTRACTOR unless excusable delay is granted in writing by the OWNER.

B. **Work Hours**
Work shall be performed only during the days and hours identified in the Project Schedule. Work performed outside of the Project Schedule, including weekends, holidays, or hours in excess of forty (40) hours per week, shall not be permitted without prior written authorization from the OWNER.

C. **No Acceleration Entitlement**
Any work performed outside the approved schedule due to the CONTRACTOR's failure to maintain progress shall not constitute an acceleration request, shall not entitle the CONTRACTOR to additional time or compensation, and shall remain a delay attributable to the CONTRACTOR.

D. **Liquidated Damages Not Tolled**
Work performed outside the approved schedule shall not toll, suspend, reduce, or waive the assessment of liquidated damages associated with failure to achieve Substantial Completion within the Contract Time unless expressly authorized in writing by the OWNER.

G. Final Completion
The CONTRACTOR shall achieve Final Completion (completion of all punch list items and submission of all required closeout documentation) within twenty-one (21) calendar days following the date of Substantial Completion for each work area or phase unless otherwise specified in the Contract Documents.

H. Contractor Notice During Bidding

Should any BIDDER determine during the bidding period that the specified Contract Time cannot be met due to procurement delays or other logical reasons, the BIDDER shall submit written notice to the ENVIRONMENTAL CONSULTANT not later than four (4) business days prior to the bid due date. Any change in the Contract Time or schedule requirements shall be issued only by written Addendum.

2.17 SITE VISIT AND INSPECTION

See Section 1.5-SITE INSPECTION under INSTRUCTIONS TO BIDDERS of these PROJECT SPECIFICATIONS for the time and place of the pre-bid site inspection meeting.

GENERAL REQUIREMENTS

1.0 DEFINITIONS

A. OWNER: Three Oaks Public School Academy.

B. ENVIRONMENTAL CONSULTANT: Northern Analytical Services, LLC.

C. HYGIENIST: Northern Analytical Services, LLC.

D. CONTRACTOR: The BIDDER contracted by the OWNER to complete the WORK.

E. The WORK: The scope of work defined by these PROJECT SPECIFICATIONS.

F. BIDDER: A person/persons/company submitting a bid to the OWNER in accordance with these PROJECT SPECIFICATIONs.

1.1 SUMMARY OF WORK

General information covering The WORK is provided throughout these PROJECT SPECIFICATIONS. A summary of the WORK is provided on page 1 and additional details can be found on the drawings provided in Appendix D.

1.2 CODES, REGULATIONS, AND STANDARDS

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification.

Except to the extent that more explicit or more stringent requirements are written directly into the PROJECT SPECIFICATIONS, all applicable codes, regulations, and standards have the same force and effect as if copied directly into the PROJECT SPECIFICATIONS, or as if published copies are bound herewith.

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.

The CONTRACTOR shall hold the OWNER and ENVIRONMENTAL CONSULTANT 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 SUBCONTRACTOR.

1.3 FEDERAL REQUIREMENTS

Federal requirements governing asbestos abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:

A. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA)

1. Asbestos—Construction Industry: **29 CFR 1926.1101**, including applicable mandatory appendices.
2. Asbestos—General Industry: **29 CFR 1910.1001**, where applicable to activities outside the scope of the construction asbestos standard.
3. Respiratory Protection: **29 CFR 1910.134**, as referenced by 29 CFR 1926.1101.
4. Safety and Health Regulations for Construction: **29 CFR Part 1926**.
5. Access to Employee Exposure and Medical Records: **29 CFR 1910.1020**.
6. Hazard Communication: **29 CFR 1926.59 and 29 CFR 1910.1200**.
7. Accident Prevention Signs and Tags: **29 CFR 1926.200**, together with the asbestos-specific warning sign and labeling requirements of **29 CFR 1926.1101(k)**.

B. U.S. Department of Transportation (DOT)

Applicable Hazardous Materials Regulations governing classification, packaging, marking, labeling, shipping papers, employee training, and transportation of asbestos-containing waste, including:

1. General Information, Regulations, and Definitions: **49 CFR Part 171**.
2. Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans: **49 CFR Part 172**.
3. Shippers—General Requirements for Shipments and Packaging: **49 CFR Part 173**.
4. Carriage by Public Highway: **49 CFR Part 177**.

C. U.S. Environmental Protection Agency (EPA)

1. National Emission Standards for Hazardous Air Pollutants (NESHAP)—General Provisions: **40 CFR Part 61, Subpart A**.
2. National Emission Standard for Asbestos: **40 CFR Part 61, Subpart M**, including applicable notification, emission-control, waste-handling, and disposal requirements.
3. Asbestos-Containing Materials in Schools, implementing the Asbestos Hazard Emergency Response Act (AHERA): **40 CFR Part 763, Subpart E**.
4. AHERA clearance air sampling and analysis: **40 CFR 763.90(i)** and **40 CFR Part 763, Subpart E, Appendix A**.
5. Asbestos Model Accreditation Plan, including applicable training and accreditation requirements: **40 CFR Part 763, Subpart E, Appendix C**.
6. Asbestos Worker Protection Rule: **40 CFR Part 763, Subpart G**, where applicable to employees not otherwise covered by OSHA asbestos standards or an OSHA-approved State Plan.

1.4 STATE REQUIREMENTS

State requirements which govern asbestos abatement or hauling, and disposal of asbestos waste materials include but are not limited to the following:

Michigan Asbestos CONTRACTOR's Licensing Act
Act 135 of Public Acts of 1986
Act 2 - 6 of Public Acts of 1990
Michigan Asbestos Workers Accreditation Act
Act 440 of Public Acts of 1988
Michigan Occupation Safety and Health Act
Act 154 of Public Acts of 1974
Act 147 of Public Acts of 1986
Act 439 of Public Acts of 1988
Act2-6 of Public Acts of 1990
Michigan Air Pollution Act
Michigan Solid Waste Disposal Act

The CONTRACTOR shall contact the following agencies as necessary to obtain copies of the above Michigan Acts:

Michigan Department of Labor & Economic Growth Construction Safety & Health Division
Asbestos Program 7150 Harris Drive, P.O. Box 30671, Lansing, MI 48909-8171

NESHAP Asbestos Program, MDEGLE, Air Quality Division, P.O. Box 30260, Lansing, MI 48909-7760

1.5 LOCAL REQUIREMENTS

Abide by all local requirements, which govern asbestos or lead paint abatement, demolition of structures, or transportation of regulated materials.

1.6 STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the PROJECT SPECIFICATIONS, all applicable standards have the same force and effect (and are made a part of the PROJECT SPECIFICATIONS by reference) as if copied directly into the PROJECT SPECIFICATIONS, or as if published copies are bound herein.

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 ENVIRONMENTAL CONSULTANT harmless for failure to comply with any applicable standard on the part of himself, his employees, or his SUBCONTRACTOR.

Standards which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

American National Standards Institute (ANSI) 1430 Broadway New York, New York 10018
Fundamentals Governing the Design and Operation of Local Exhaust Systems
Practices for Respiratory Protection Publication Z88.2-80
American Society for Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103
Safety and Health Requirements Relating to Occupational Exposure to Asbestos - E 849-82
Specification for Encapsulant for Friable Asbestos Containing Building Materials - Bid P-189

1.7 COORDINATION

The CONTRACTOR shall coordinate all of his work with the ENVIRONMENTAL CONSULTANT, HYGIENIST, OWNER and their representatives.

Questions, clarifications, or interpretations regarding these PROJECT SPECIFICATIONS, or THE WORK shall be directed, in writing, to the ENVIRONMENTAL CONSULTANT and not the HYGIENIST.

1.8 NOTIFICATION

This section sets forth those notices 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. Copies of all NOTIFICATIONs shall be provided to the OWNER concurrently with submittal to the various regulatory agencies.

Once the CONTRACTOR has received his Notice to Proceed from the OWNER, he must immediately (within 24 hours) submit the required NOTIFICATION to the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) & the Michigan Department of Labor and Economic Opportunity (MDLEO) and fulfill all his permit requirements. The minimum 10-day prior notice required for the MDEGLE & MDLEO permits must be completed prior to the preconstruction meeting.

The CONTRACTOR shall make all necessary NOTIFICATIONs to the appropriate federal, state and local agencies.

The National Emission Standard for Hazardous Air Pollutants (NESHAP), Asbestos Regulation 40 CFR 61, Subpart M requires that if at least 80 linear meters (260 linear feet) or at least 15 square meters (160 square feet) of regulated asbestos containing materials are stripped or removed at a facility being renovated or demolished, all the requirements of section 61.147 apply.

Prior to the start of a demolition project where at least one load bearing wall/member will be removed the CONTRACTOR shall submit a 10-day NOTIFICATION to MDEGLE as well.
NOTIFICATION information shall include the following:

1. Name and address of OWNER or operator.
2. Description of facility being demolished or renovated, including the size, age, and prior use of the facility.
3. The approximate amount of friable asbestos material present in pipe and surface area or other facility components.
4. Location of the facility being demolished or renovated.
5. Scheduled starting and completion dates of demolition or renovation.
6. Nature of planned demolition or renovation and method(s) to be used.
7. Procedures to be used to comply with requirements.
8. Name and Accreditation Number of the licensed Building Inspector.
9. Name and location of the waste disposal site where the friable asbestos waste will be deposited.

All other agency NOTIFICATIONs must be made on a timely basis as deemed necessary by the agencies.
Agencies may be contacted as follows:

NESHAP Asbestos Program	MIOSHA Asbestos Program
EGLE-AQD	LEO-CSHD
P.O. Box 30260	P.O. Box 30671
Lansing, MI 48909-7760	Lansing, MI 48909-8171

Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.

1.9 PROJECT FEE

Sec. 220 (3) of Act 135, P.A. 1986, as amended, specifies that for all projects requiring NOTIFICATION that the CONTRACTOR must pay a "Project Fee" equal to one percent (1%) of the price of the Contract for the asbestos abatement project accompanying his NOTIFICATION and shall make available upon request by MDLEO, a copy of the Contract for the asbestos abatement project. The CONTRACTOR is responsible for payment of this fee as part of his Contract price.

1.10 PERMITS

The CONTRACTOR shall obtain the necessary permits to complete his work. Permits shall be obtained from the governing body having jurisdictions over this site. This shall include but is not limited to the following:

1. 10-day notification with MDLEO.
2. 10-day notification with MDEGLE.
3. As required by local, state, or federal law.

1.11 LICENSES

The CONTRACTOR shall maintain current licenses as required by applicable state or local jurisdictions for the removal, demolition, transporting, disposal or other regulated activity, relative to THE WORK and provide copies of all licenses to the ENVIRONMENTAL CONSULTANT.

1.12 POSTING AND FILING OF REGULATIONS

CONTRACTOR shall post all notices required by applicable federal, state and local regulations. Maintain a copy of applicable federal, state and local regulations and standards at job site.

1.13 COOPERATION BY CONTRACTOR

The OWNER will occupy the site and the adjacent buildings during the entire period of THE WORK. Cooperate fully with the OWNER or his representative during construction operations to minimize conflicts and to facilitate OWNER usage. Perform THE WORK so as not to interfere with the OWNER's operations.

1.14 CUTTING AND PATCHING

Materials removed by the CONTRACTOR shall be cut straight and even in a manner that will allow replacement materials to neatly match the remaining adjacent finishes.

Where flooring removal ends at a doorway, the seam shall be created as close to the center of the door as possible. If there is not an existing seam directly under the door, request clarification from the OWNER.

Gouges or other grind marks created by the CONTRACTOR when removing flooring adhesive shall be repaired at the CONTRACTOR's expense.

1.15 JOBSITE SAFETY

The CONTRACTOR is solely responsible for jobsite safety and for compliance with all applicable safety regulations, including OSHA standards.

NAS does not control, supervise, or assume responsibility for safety precautions, safety programs, or safety compliance implemented by the CONTRACTOR or its SUBCONTRACTOR.

2.0 PROJECT MEETINGS

2.1 PRECONSTRUCTION MEETINGS

A. See Section 028213 Part 1.6-Submitals for additional requirements.

B. Prior to commencement of any work, the CONTRACTOR and any supervisory personnel (including the Competent Person) involved shall meet with the ENVIRONMENTAL CONSULTANT to review the Project Schedule. This meeting will discuss and set procedures to be followed throughout the performance of the Contract and may require a walkthrough of the project site.

C. At the time of or prior to this meeting, the CONTRACTOR shall submit to the ENVIRONMENTAL CONSULTANT the following information:

1. Work Plan that includes a schedule and details for each work area as in accordance with Section 1.10 Project Schedule.
2. Laboratory Qualification Information
3. CONTRACTORs Licensing
4. Employee Qualifications
5. Respiratory Protection Plan
6. State of Michigan 10 Day Notifications (MDEGLE & MDLEO)
7. Bond Certificates
8. Insurance Certificates
9. A listing of emergency telephone numbers and sources including a 24-hour number for the designated Competent Person
10. Emergency procedures
11. Waste hauling and disposal procedures
12. Safety Data Sheets (SDS) for all supplies/materials to be used onsite

2.2 PROGRESS MEETINGS

The OWNER may call or schedule meetings to be held on the job site whenever needed to supply information necessary to prevent job interruptions, to observe work or to inspect completed work. The CONTRACTOR shall be represented by person(s) with full authority to act on behalf of the CONTRACTOR in regard to all portions of the project. Minutes of the progress meetings will be prepared and distributed by the ENVIRONMENTAL CONSULTANT.

3.0 SUBMITTALS

Refer to Division 2 Section 1.5-Submittals for additional information.

This section specifies administrative and procedural requirements for submittals required for performance of THE WORK, including:

Work Schedule
Personal Air Monitoring Reports
Daily Field Logs
Entry/Exit Logs
Pressure Differential Monitoring Logs
Work Area Inspection Check List
Visual Inspection Report
Product data
Miscellaneous submittals

Refer to other Division 1 Sections and other PROJECT SPECIFICATIONS for requirements regarding administrative submittals. Such submittals include, but are not limited to:

Permits
Applications for payment
Performance and payment bonds
Insurance certificates
List of SUBCONTRACTOR

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.

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

No extension of Contract time will be authorized because of failure to transmit submittals to the ENVIRONMENTAL CONSULTANT sufficiently in advance of the WORK to permit processing.

Review of submittals by the ENVIRONMENTAL CONSULTANT is limited to administrative completeness and general conformance with the PROJECT SPECIFICATIONS. Such review does not constitute approval, acceptance, certification, or endorsement of the CONTRACTOR's means, methods, sequencing, staffing, safety practices, or compliance with regulatory requirements. The CONTRACTOR remains solely responsible for the proper execution of the WORK.

3.1 WORK SCHEDULE

The CONTRACTOR shall submit a detailed Work Schedule that identifies actual work days and times for major tasks and milestones. The Work Schedule shall be consistent with the Project Schedule described in the General Requirements section Part 2.5 and Part 2.16-Time of Completion.

A. Work Schedule Submittal

The CONTRACTOR shall submit the Work Schedule no later than the Pre-Construction Meeting and at least ten (10) calendar days prior to mobilization, unless otherwise permitted by the OWNER.

B. Required Schedule Detail

The Work Schedule shall include, at a minimum, the following information for each work area:

i. Date of mobilization to the project site
ii. Planned work days and daily start/stop times
iii. Number of workers per day
iv. Setup and containment construction
v. Pre-cleaning activities
vi. Removal activities
vii. Daily cleaning and waste handling
viii. Request for Visual Inspection
ix. Encapsulation
x. Removal of non-critical barrier poly sheeting
xi. Clearance testing window
xii. Tear-down and demobilization
xiii. Turnover of each work area for re-occupancy
xiv. Final Completion activities and closeout documentation submittals

C. Schedule Updates

The CONTRACTOR shall update the Work Schedule whenever progress changes, site conditions change, or corrective actions are required. Updated schedules shall be submitted to the ENVIRONMENTAL CONSULTANT and OWNER within twenty-four (24) hours of any schedule deviation.

D. Schedule Compliance

Failure to maintain the approved Work Schedule shall be grounds for the OWNER to require corrective action, including staffing adjustments, sequencing changes, or additional planning measures, at no additional cost to the OWNER.

E. Owner Approval Required for Changes

Changes to work days, work hours, sequencing, or milestone dates shall not occur without prior written authorization from the OWNER. Approval of a Work Schedule or any schedule update does not relieve the CONTRACTOR of the responsibility to achieve Substantial Completion within the Contract Time.

F. No Construction Management by the Environmental Consultant

Review of the CONTRACTOR's Work Schedule by the ENVIRONMENTAL CONSULTANT is for the purpose of coordination with testing, observations, and OWNER access restrictions. Such review does not constitute control of means, methods, staffing, safety programs, or performance of the WORK, and does not relieve the CONTRACTOR of full responsibility for compliance and completion.

3.2 PRODUCT DATA

Collect Product Data into a single submittal. Product Data includes printed information such as manufacturer's installation instructions and catalog cuts. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations
- Compliance with recognized trade association standards
- Compliance with recognized testing agency standards
- Application of testing agency labels and seals

Do not submit Product Data until compliance with requirements of the PROJECT SPECIFICATIONS has been confirmed.

Submit three copies of each required submittal. The ENVIRONMENTAL CONSULTANT will retain two and will return the one marked with action taken and corrections or modifications required. Unless noncompliance with PROJECT SPECIFICATION provisions is observed, the submittal may serve as the final submittal.

Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

3.3 MISCELLANEOUS SUBMITTALS

Safety Data Sheets: Process material safety and data sheets as "product data."

Inspection and Test Reports: Process inspection and test reports as "product data".

Close-out Submittals: Refer to Section "Project Close-out" and to individual sections of the PROJECT SPECIFICATIONS for specific submittal requirements of project close-out information.

3.4 DAILY FIELD LOG

Maintain on the job site a daily log documenting the dates and time of but not limited to, the following items:

- Meetings; purpose, attendees, brief discussion.
- Visitations; authorized and unauthorized.
- Personnel; by name, entering and leaving the WORK area.
- Special or unusual events; i.e., barrier breeching, equipment failures, accidents.
- Air monitoring tests and test results.
- Any MDLEO and MDEGLE inspections that took place.
- Documentation that the Competent Person completed the following:
  - Inspection of work area preparation prior to start of removal.
  - Routine inspections of the regulated work area(s) throughout each shift, including at a minimum inspection times, observations made, corrective actions directed, and confirmation that required work practices and decontamination procedures were being followed.
  - Removal of any sheet plastic barriers.
  - CONTRACTOR's inspections prior to spray back encapsulation, enclosure or any other operation that will conceal the condition of asbestos containing materials or the substrate from which such materials have been removed.
  - Removal of waste materials from work area (provide quantity and type of containers).
  - Decontamination of equipment (list items).
  - CONTRACTOR's final visual inspection certification.

Provide a copy of this log to the ENVIRONMENTAL CONSULTANT no later than the end of the following workday.

3.5 SPECIAL REPORTS

Except as otherwise indicated, submit special reports directly to the ENVIRONMENTAL CONSULTANT within one day of occurrence requiring special report, with copy to others affected by occurrence.

When an event of unusual or significant nature occurs on site, prepare and submit a special report listing chain of events, persons participating, and response by CONTRACTOR's personnel, evaluation of results or effects, and similar pertinent information.

Examples of events that would require a special report include, but are not limited to, the following:

- Injury, of any nature.
- Accident, of any nature.
- Unplanned utility outage that causes disruption to the project or otherwise impacts the schedule.
- Fire, or weather event that causes damage or impacts the schedule.
- Removal of unruly or ill-tempered employee or SUBCONTRACTOR.
- Break in, vandalism, theft, or unauthorized site visitors.
- Visit from State or Federal regulatory agency.
- Any event that causes work to stop or impacts the schedule.

3.6 CONTINGENCY PLAN

Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation. Note that nothing in the contingency plan should impede safe exiting or providing adequate medical attention in the event of an emergency.

Post at the clean room of the personnel decontamination unit the telephone numbers and locations of emergency services including but not limited to fire, ambulance, closest hospital, police, and the OWNER. Include written directions from the nearest crossroads to the decontamination unit that could be read to emergency responders. This information shall be provided in all the languages predominantly spoken by the employees present.

3.7 ENVIRONMENTAL CONSULTANT'S ACTION

Except for submittals for record, information or similar purposes, where action and return is required or requested, the ENVIRONMENTAL CONSULTANT will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified requirements is the CONTRACTOR's responsibility.

The ENVIRONMENTAL CONSULTANT's role is limited to observing and documenting conditions and determining whether the WORK meets the objective criteria established by the Contract Documents and applicable regulatory requirements. The ENVIRONMENTAL CONSULTANT does not establish work means or methods, direct labor, control sequencing, or determine productivity.

Any delays resulting from failure of the WORK to meet clearance, visual inspection, or regulatory criteria shall be deemed attributable to the CONTRACTOR's performance and not to actions of the ENVIRONMENTAL CONSULTANT.

3.8 HYGIENIST'S RESPONSIBILITIES

The HYGIENIST, acting as a representative of the ENVIRONMENTAL CONSULTANT, shall perform environmental monitoring and observation services that may include, but are not limited to, the following:

A. Collection of air samples, including background, perimeter, inside work area, and post-abatement clearance samples, as required by the Contract Documents and applicable regulations.

B. Performance of visual inspections for the limited purpose of determining whether clearance air sampling may be initiated.

C. Observation and documentation of environmental conditions related to asbestos containment, engineering controls, and airborne fiber concentrations at the time of observation.

D. Reporting observed conditions and analytical results to the OWNER and CONTRACTOR.
The HYGIENIST's activities are limited to observation, testing, and reporting. The HYGIENIST does not supervise, direct, control, or assume responsibility for the CONTRACTOR's means, methods, sequencing, safety practices, staffing, or performance of the WORK.

Failure by the HYGIENIST to observe or report a condition, practice, or regulatory non-compliance does not relieve the CONTRACTOR of its sole responsibility to perform the WORK in accordance with the Contract Documents and applicable regulations.

3.9 CONTRACTOR RESPONSIBILITIES

A. Complete THE WORK in a safe manner that is consistent with industry best practice standards and these PROJECT SPECIFICATIONS.

B. The CONTRACTOR shall have an experienced supervisor (COMPETENT PERSON) on each site, whenever his employees or his SUBCONTRACTOR(s) are present, to coordinate all activities and keep in contact with the ENVIRONMENTAL CONSULTANT during this project. Proof of this person's training and state certification in accordance with Michigan Public Acts 439 and 440 of 1988 must be submitted to the ENVIRONMENTAL CONSULTANT prior to commencement of work. No activities on the CONTRACTOR's behalf shall take place at the project site without the CONTRACTOR's designated COMPETENT PERSON present. This COMPETENT PERSON shall have full authority to act on the CONTRACTOR's behalf. The COMPETENT PERSON shall remain onsite for the hazardous materials removal as well as any demolition activities.

C. The CONTRACTOR's designated Competent Person shall be physically present on site and immediately available whenever regulated asbestos work is being performed. The Competent Person shall provide active supervision and continuous oversight of the WORK, including entry into each regulated area as necessary to verify compliance with the Contract Documents, required work practices, and containment integrity. Passive supervision is not acceptable.

The Competent Person shall perform and document inspections at the start of each shift, at least once every two (2) hours while regulated work is underway, and immediately following any break, containment modification, material change, equipment failure, or unusual event. Each inspection shall be recorded in the daily log and shall include, at minimum, verification of:

1. Integrity of critical barriers, isolation, and regulated area controls
2. Proper operation of negative air systems and pressure differential monitoring
3. Employee entry/exit and decontamination practices
4. Required PPE and respiratory protection compliance
5. Housekeeping, waste handling, and visible debris control
6. Proper wet methods and fiber control practices during disturbance or removal
7. Documentation of any deficiencies observed or corrected.

Failure to provide active Competent Person oversight, routine inspections, or required documentation shall be considered noncompliance with the Project Specifications. The OWNER may require immediate corrective action, replacement of supervisory personnel, or issuance of a Stop Work directive until compliance is restored, without additional cost or time extension to the OWNER.

D. The CONTRACTOR shall furnish proof that employees who will perform asbestos abatement on this project have had minimum of 32 hours of instruction on the dangers of asbestos exposure, on respiratory use, decontamination, and OSHA regulations in accordance with Michigan Act 147 PA 1986, Michigan Act 440 PA 1988, and any subsequent and related revisions. The CONTRACTOR shall submit all documents described above no later than the pre-construction meeting.

E. The CONTRACTOR shall furnish proof that abatement employees have had proper medical screening as required by OSHA 29 CFR 1926. 58(m). The CONTRACTOR shall submit all documents described above no later than the pre-construction meeting.

F. Whenever during the course of a construction project involving demolition, removal, replacement, renovation, or new construction, the CONTRACTOR, their SUBCONTRACTOR or their employees encounter asbestos, the CONTRACTOR shall handle, remove, and dispose of the asbestos containing materials (friable and non-friable) strictly in accordance with the rules and guidelines specified by the MDLEO, OSHA, MDEGLE, and the USEPA, in the Clean Air Act, the

Toxic Substance Control Act, the Michigan Occupational Safety and Health Act, as amended, Michigan Public Act No. 135 of 1986, No. 439 of 1988, No. 440 of 1988, as amended, and all other applicable federal, state, and local regulations and guidelines.

G. The CONTRACTOR shall take all necessary precautions and actions to protect the OWNER, the ENVIRONMENTAL CONSULTANT, building occupants, employees, SUBCONTRACTOR, general public, and the building and structure from physical damage or exposure to asbestos. Asbestos abatement work shall be completed without damage or contamination of adjacent areas. In the instance where such adjacent areas are damaged by the CONTRACTOR's work or if areas outside of the enclosure are contaminated, the CONTRACTOR shall restore these areas to both their original physical condition and original uncontaminated condition at no additional cost to the OWNER. Unless proven otherwise prior to the CONTRACTOR mobilizing to the site, all areas are considered to have an airborne concentration of less than 0.01 fibers per cubic centimeter (f/cc).

H. The CONTRACTOR shall provide all hazardous materials abatement related labor, materials, employee training, equipment, services, insurance, and waste disposal as required to successfully remove the hazardous material(s). All hazardous material removal preparation and procedures must be completed in accordance with all applicable regulations in effect.

I. No firearms, explosives, weapons, alcoholic beverages, tobacco, drugs or medicines will be allowed within the confines of the job site. CONTRACTOR's employees will not be allowed on site while under the influence of alcoholic beverages or drugs; CONTRACTOR employees or his SUBCONTRACTOR suspected of being under the influence shall submit to alcohol and or drug testing at the CONTRACTOR's expense at the OWNER's request. A written physician's prescription must accompany any pharmaceutical materials on-site.

4.0 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

The CONTRACTOR shall furnish and install temporary facilities and controls required by THE WORK and shall remove said temporary facilities and controls from the OWNER's property upon substantial completion of THE WORK. The grounds and existing facilities shall be restored to their original condition.

Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting THE WORK while engaged in project construction.

Keep existing driveways and entrances serving the premises clear and available to the OWNER and his employees at all times. Do not use these areas for parking or storage of materials.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

Maintain existing building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste, rubbish or construction debris.

Smoking or open fires will not be permitted within the building or on the OWNER's property.

4.1 TEMPORARY UTILITIES

The CONTRACTOR shall be responsible for providing any and all temporary utilities necessary to complete THE WORK. This includes any temporary connections and any applicable usage fees. Should the CONTRACTOR require utilities that are in addition to what the OWNER currently has available, the installation, maintenance, and removal of these temporary utilities shall be at the CONTRACTOR's expense.

The CONTRACTOR shall install and utilize temporary electrical panels for his use. Existing electrical outlets shall not be used by the CONTRACTOR.

4.2 TEMPORARY SANITARY FACILITIES

The CONTRACTOR shall provide and maintain portable temporary sanitary facilities at each site for his employees and SUBCONTRACTOR. There shall be a sufficient number for the work force, and they shall comply with all federal, state, and local code requirements. The CONTRACTOR shall maintain the temporary toilets in a sanitary condition at all times and shall remove them when the WORK under the Contract is complete.

4.3 CONSTRUCTION AIDS

The CONTRACTOR shall furnish, install and maintain as long as necessary and remove when no longer needed, mobilization and staging, platforms, railings, hoisting, vacuum and pumping equipment, etc., as required for proper execution of the WORK. All construction aids shall conform to federal, state, and local codes or laws for protection of workmen and the public.

4.4 BARRIERS

The CONTRACTOR shall furnish, install and maintain as long as necessary and remove when no longer needed, adequate barriers, warning signs or lights at all dangerous points throughout the WORK for protection of property, workmen and the public. The CONTRACTOR shall hold the OWNER and the ENVIRONMENTAL CONSULTANT harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons or property as a result of the WORK under the PROJECT SPECIFICATIONS.

4.5 SITE SECURITY

The CONTRACTOR shall be responsible for securing his work area during this project and shall take necessary actions to prevent unauthorized access to his work area(s) throughout the duration of the project.

The CONTRACTOR shall install, and maintain, temporary sheeting over every door, window, or other openings created by his work, whenever the opening cannot be closed at the end of each shift. Temporary sheeting shall consist of a minimum ½" plywood sheeting that is secured to a minimum 16 inch on center 2"x4" frame.

Where make up air or AFD exhaust will be routed through the temporary sheeting, install openings no larger than 6" diameter.

5.0 MATERIALS AND EQUIPMENT

The CONTRACTOR shall furnish and maintain all materials and equipment required to perform the WORK in compliance with the PROJECT SPECIFICATIONS and applicable regulations. All equipment shall be suitable for the intended purpose, in proper working order, and maintained in accordance with manufacturer requirements. Equipment failures, deficiencies, or substitutions shall be corrected by the CONTRACTOR at no additional cost to the OWNER, and shall not justify additional time unless approved in writing by the OWNER. The ENVIRONMENTAL CONSULTANT does not supervise or control the CONTRACTOR's means, methods, or equipment selection.

5.1 HEPA FILTRATION DEVICES

The CONTRACTOR shall furnish, operate, and maintain all air filtration devices (AFDs), HEPA vacuums, and associated filtration equipment necessary to maintain required containment performance and regulatory compliance. Any failure of AFDs or filtration equipment, including improper installation, operation, maintenance, or filter loading, shall be corrected immediately by the CONTRACTOR at no additional cost to the OWNER. Observations, air monitoring, or reporting by the ENVIRONMENTAL CONSULTANT do not constitute approval, certification, or acceptance of the CONTRACTOR's AFD performance or work practices.

5.2 STORAGE AND PROTECTION

A. All materials and equipment delivered to and used in THE WORK shall be suitably stored and protected from the elements (rain, wind, snow, etc.), theft and vandalism. The areas used for storage shall only be those approved by the OWNER. The OWNER assumes no responsibility for stored material or equipment. Ownership and title to materials will not be vested to the OWNER before materials are incorporated in THE WORK, unless payment is made by the OWNER for such stored materials and equipment. After delivery, and before and after installation, the CONTRACTOR shall protect materials and equipment against theft, injury, or damage from all causes.

B. Bulk materials subject to deterioration because of dampness, the weather or contamination shall be covered and protected while in storage. Materials in containers shall be kept in original sealed containers, unopened, with labels plainly indicating Manufacturer's name, brand, type, and grade of material. Containers which are broken, opened, watermarked and/or contain caked, lumped or otherwise damaged materials are unacceptable and shall be immediately removed from the WORK site.

C. Equipment stored outdoors shall be kept from contact with the ground, away from areas subject to flooding and covered with weatherproof plastic sheeting or tarpaulins.

6.0 CONTRACT CLOSE-OUT

6.1 SUBSTANTIAL COMPLETION

Substantial Completion means that all asbestos abatement work required by the Contract Documents has been fully performed in the applicable work area, all required visual inspections and air clearance testing have been successfully completed, and all engineering controls have been removed. At Substantial Completion, the work area is suitable for re-occupancy. Only administrative closeout items and minor punch list items that do not affect regulatory compliance, life safety, re-occupancy of the space, or the integrity of the completed abatement remain outstanding.

The CONTRACTOR shall notify the ENVIRONMENTAL CONSULTANT when THE WORK has achieved Substantial Completion and is ready for OWNER inspection. The CONTRACTOR shall be represented on the job site at the time this inspection is made and thereafter shall address any deficiencies as soon as practical.

Substantial Completion does not constitute a warranty of the CONTRACTOR's work or relieve the CONTRACTOR of responsibility for latent defects or regulatory violations discovered after completion.

6.2 CLEANING OF NON-REGULATED WORK AREAS

A. Regular Cleaning: All scrap or removed material, debris or rubbish shall be regularly removed from the site at the end of each working day and more frequently whenever the OWNER deems such material to be a hazard to the public. No discarded material shall be deposited on the grounds of the OWNER's work site without the express permission of the OWNER. No salvage or surplus material may be sold on the OWNER's premises.

B. Final Cleaning: Just prior to final acceptance by the OWNER, the CONTRACTOR shall clean all of the WORK and existing surfaces, building elements, and contents that were soiled by his operations and make repairs for any damage or blemish that was caused by his work.

6.3 GUARANTEES AND BONDS

The CONTRACTOR shall obtain and forward a statement concerning guarantee and indebtedness, and any other special guarantees or requirements of the PROJECT SPECIFICATIONS to the ENVIRONMENTAL CONSULTANT prior to submitting application for final payment. All required material shall accompany the CONTRACTOR's request for final payment.

6.4 PROJECT RECORD AND DOCUMENTS

The final project completion report shall include worker certificates, daily logs, copies of permit(s) and waste shipment record(s), disposal receipts and trip tickets, certificates of occupancy, field monitoring procedures, air monitoring results, testing, and any other pertinent pre and post abatement results and narrative for this project.

DIVISION 2

028200 ASBESTOS REMEDIATION

1.0 INTRODUCTION

The scope of this project includes the regulated removal of Asbestos Containing Materials (ACM) from the project site. THE WORK consists of development and submittal of appropriate documents related to the PROJECT SPECIFICATIONS; pre-cleaning for asbestos containing debris, as necessary; establishment and use of asbestos regulated work areas, including decontamination units; selective interior demolition to access hidden ACM's or to verify its absence, removal, packaging, transportation and disposal of removed ACM; and, demobilization, all in accordance with referenced regulatory requirements and the PROJECT SPECIFICATIONS. Items specified for removal include any ACM that may be impacted by the current renovation project.

1.1 WORK PRACTICES

A. THE WORK included in the PROJECT SPECIFICATIONS is to be performed in compliance with current safety, health and environmental protection regulations. These include but are not limited to the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA); the U.S. Environmental Protection Agency (EPA), the U.S. Department of Transportation (US DOT); the Michigan Department of Labor and Economic Opportunity (MDLEO), and the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE).

B. In the event applicable regulations conflict with the PROJECT SPECFIFICATIONS, the more stringent requirement shall prevail.

C. THE WORK described in the PROJECT SPECIFICATIONS includes specifications deemed necessary for the protection of personnel, occupants, visitors and property, which may exceed the minimal requirements set forth in applicable governmental regulations.

End of Section 028200

028213 ASBESTOS ABATEMENT

1.0 RELATED DOCUMENTS

A. Drawings and general provisions of the PROJECT SPECIFICATIONS, including General Conditions and Division 1 sections, apply to work described in this section.

1.1 ENVIRONMENTAL CONSULTANT SERVICES

The ENVIRONMENTAL CONSULTANT will provide third-party air monitoring, visual assessments, and clearance testing as required by the Contract Documents.

The Contract Time and Work Schedule are based on a maximum of forty (40) hours per week of on-site environmental consulting services performed during normal business hours, Monday through Friday, unless otherwise specifically identified in the approved Project Schedule.

Consultant services performed outside of these baseline hours, including evenings, weekends, holidays, or in excess of forty (40) hours per week, are not included in the base scope and shall be considered additional services.

If the CONTRACTOR fails to maintain the approved Project Schedule, as determined by the OWNER, and such failure necessitates additional environmental consulting services beyond the baseline scope—including but not limited to extended site presence, after-hours work, or additional air monitoring—the CONTRACTOR shall be responsible for all associated costs incurred by the OWNER.

Additional consultant services required due to CONTRACTOR delay or non-performance may include overtime rates, premium rates for weekend or holiday work, or extended daily site time. Such costs are **not considered acceleration** and shall not entitle the CONTRACTOR to additional time or compensation.

1.2 SCOPE

A. This section covers the removal and disposal of asbestos containing materials (ACMs) from the project site, as defined by the PROJECT SPECIFICATIONS.

B. The CONTRACTOR shall coordinate with the OWNER and any other jobsite trades working in areas adjacent to the removal of ACM's.

C. The CONTRACTOR shall provide all labor, materials, equipment, services, permits and insurance required to complete asbestos abatement procedures as indicated in the PROJECT SPECIFICATIONS and in accordance with all applicable regulations.

D. Diagrammatical drawings are provided in Appendix D to show the basic layout of the WORK area. Drawings are not to scale; The CONTRACTOR shall verify any measurements that may be included.

1.3 DEFINITIONS

A. CONTRACTOR: To be determined. The BIDDER hired by the OWNER to complete the WORK described in the PROJECT SPECIFICATIONS.

B. Adequately Wet: Means to sufficiently mix or penetrate with liquid to prevent the release of particulates.

C. AHERA: The Asbestos Hazard and Emergency Response Act, codified at 40 CFR 763.

D. Airlock: A portion of the regulated area that allows for worker entry and egress while precluding air movement between contaminated and uncontaminated areas.

E. Amended Water: Water to which a wetting agent has been added to increase the ability of the liquid to penetrate ACM.

F. Asbestos Containing Material (ACM): Any material containing more than 1% asbestos as determined using the methods specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

G. Asbestos Containing Waste: Any waste material, regardless of the asbestos concentration present, generated from the removal or decontamination of asbestos containing materials. This includes, but is not limited to, all plastic sheeting, duct tape, disposal bags, filters, water, protective clothing, dust, grinding tailings, and debris.

H. Asbestos Danger Sign: As defined under 40 CFR Part 61.149 (d)(1)(iii), signs approximately 14" x 20" with the following verbiage written in English as well as the language predominantly spoken by each worker:

DANGER
ASBESTOS MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY

When respiratory protection is required, Asbestos Danger Signs shall also include the words:

RESPIRATORS AND PROTECTIVE CLOTHING
RE REQUIRED IN THIS AREA

I. Asbestos Danger Tape: Red plastic tape, approximately 4" wide with the following verbiage written in English as well as the language predominantly spoken by each worker:

DANGER ASBESTOS

J. Authorized Personnel: The CONTRACTOR, or their representatives, the OWNER, or their designated representative(s), the ENVIRONMENTAL CONSULTANT, the HYGIENIST, or a representative of any regulatory or other agency having jurisdiction over the project, and having the necessary training, physicians written opinion, respiratory protection, and appropriate fit test.

K. Class I Asbestos Work: Activities involving the removal of friable TSI and surfacing ACM.

L. Class II Asbestos Work: Activities involving the removal of non-friable ACM which is not TSI or surfacing material.

M. Class III Asbestos Work: Repair and maintenance activities where ACM is likely to be disturbed.

N. Class IV Asbestos Work: Maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

O. Competent Person: A designated employee of the CONTRACTOR who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them and who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent.

P. Critical Barrier: One (1) or more layers of 6 mil. plastic sheeting sealed over an opening to a work area to prevent airborne asbestos in the WORK area from migrating to adjacent areas.

Q. Danger Sign: see Asbestos Danger Sign.

R. Danger Tape: see Asbestos Danger Tape.

S. Decontamination System: A system of adjoining rooms adjacent to the regulated work area, established in accordance with Section 3.1 of the PROJECT SPECIFICATIONS, designed for the decontamination of workers, materials and equipment that may be contaminated with asbestos.

T. DOT: The U.S. Department of Transportation

U. ENVIRONMENTAL CONSULTANT: Northern Analytical Services, LLC. (NAS) and their designated representatives.

V. EPA: The U.S. Environmental Protection Agency

W. Excursion Limit: An airborne exposure limit of 1.0 fibers per cubic centimeter (f/cc) averaged over a sampling period of thirty (30) minutes as measured by NIOSH Analytical Method 7400.

X. Final Completion means that all WORK required by the Contract Documents has been fully completed, including correction of all punch list items, submission of all closeout documentation, permits, waste manifests, certifications, and other required records, and final acceptance by the OWNER. Final Completion is an administrative milestone and does not affect the determination of Substantial Completion or the assessment of liquidated damages unless expressly stated otherwise in the Contract Documents.

Y. Glove bag: An impervious plastic bag-like enclosure, no more than 60 x 60 inch, affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.

Z. HEPA: High Efficiency Particulate Air, capable of eliminating 99.97% of particles 0.3 microns or larger. All HEPA equipment used on the project shall be certified as such by a nationally recognized testing laboratory, such as NIOSH or the Safety Equipment Institute.

AA. HEPA Vacuum: A commercially available vacuum cleaner that was designed by the manufacturer with a HEPA filter as the last filtration stage and certified by an independent national-recognized testing laboratory to be capable of eliminating 99.97% of particles 0.3 microns or larger.

BB. HYGIENIST: A representative of the ENVIRONMENTAL CONSULTANT.

CC. Independent Testing Laboratory: A laboratory financially independent from and hired by the OWNER or CONTRACTOR which is either accredited by the American Industrial Hygiene Association (AIHA) for asbestos analysis with demonstrated proficiency via the AIHA PAT program or has analysts proficient in the AIHA Asbestos Analyst Registry (AAR) program for air sample analysis.

DD. MDEGLE: Michigan Department of Environment, Great Lakes, and Energy.

EE. MDLEO: Michigan Department of Labor and Economic Opportunity.

FF. NESHAP: National Emission Standards for Hazardous Air Pollutants, as codified at 40CFR61.

GG. NESHAP NOTIFICATION: Notification provided to the EPA/MDEGLE as specified by the NESHAP requirement of the Clean Air Act, codified at 40 CFR 61.145.

HH. Negative Pressure Enclosure: An enclosure system equipped with HEPA-filtered negative air unit(s) to provide a minimum of four (4) air exchanges per hour and a minimum of -0.02 inches of water column pressure differential.

II. NIOSH: National Institute for Occupational Safety and Health of the US Centers for Disease Control and Prevention: US Public Health Service.

JJ. OSHA: The U.S. Department of Labor, Occupational Safety and Health Administration

KK. Operator: The CONTRACTOR hired to remove asbestos containing materials.

LL. OWNER: Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon, Michigan 49442, Contact Person: Mrs. Tiffany Wilhelm, telephone number:

MM. Permissible Exposure Limit (PEL): An asbestos concentration of 0.1 f/cc averaged over an eight-hour day (Time Weighted Average- TWA8), as measured by NIOSH Method 7400.

NN. Post-Clean: Cleaning protocol of wet-wiping and HEPA vacuuming performed by certified asbestos workers/supervisors at the completion of each regulated work area, prior to the removal of critical barriers. The classification of this work is dependent upon the WORK being performed in the regulated work area.

OO. Pre-Clean: The initial asbestos wet-wiping and HEPA vacuuming performed by certified asbestos workers/supervisors prior to the movement of building materials or the establishment of a negative pressure enclosure system. For the purposes of the PROJECT SPECIFICATIONS, pre-cleaning is identified as Class III work.

PP. Regulated Area: The area established to demarcate where Class I, II, and III asbestos work is conducted or any adjoining area where debris and waste from ACM work accumulates. Additionally, any work area where airborne concentrations of asbestos may exceed the PEL.

QQ. Substantial Completion means that all WORK required by the Contract Documents for a specific work area, has been fully performed; all required visual inspections and air clearance testing have been successfully completed; and all temporary engineering controls have been removed. Only administrative closeout items and minor punch list items that do not affect regulatory compliance, life safety, re-occupancy, or the integrity of the completed abatement may remain outstanding.

RR. Surfacing: ACM that is sprayed, troweled or otherwise applied to surfaces (such as acoustical plaster and fireproofing) for acoustical, fireproofing and other purposes.

SS. Thermal Systems Insulation (TSI): ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

TT. Transporter: The SUBCONTRACTOR hired by the CONTRACTOR to transport asbestos containing waste from the project site to the landfill or another temporary storage site.

UU. Waste Operator: See Operator.

VV. Waste Shipment Record: The shipping document, required to be organized and signed by the Waste Operator, used to track the disposition of asbestos-containing wasted material and which complies with EPA's NESHAP requirements MDEGLE: Michigan Department of Environmental Quality.

WW. Work Area: An area where asbestos abatement activities are performed; isolated from non-work areas by regulated areas with Asbestos Danger Tape and Asbestos Danger Signs.

1.4 DOCUMENTS INCORPORATED BY REFERENCE

A. The current issue of each document shall govern. Where conflict among requirements or with the PROJECT SPECIFICATIONS exists, the most stringent requirements shall apply.

1. U.S. Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS). (Code of Federal Regulations Title 40, Part 61, Subparts A and B.)
2. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, *Guidance for Controlling Friable ACMs in Buildings,* EPA Report Number 560/5-85-024 ("Purple Book").
3. U.S. Department of Labor Occupational Safety and Health Administration (OSHA):

a. Title 29 Code of Federal Regulations Section 1910.1001--General Industry Standard For Asbestos.
b. Title 29 Code of Federal Regulations Section 1910.134--General Industry Standard For Respiratory Protection.
c. Title 29 Code of Federal Regulations Section 1910 *et al.*--Occupational Exposure to Asbestos; Final Rule.
d. Title 29 Code of Federal Regulations 1926.1101--Construction Standard for Asbestos.
e. Title 29 Code of Federal Regulations Section 1910.2--Access to Employee Exposure and Medical Records.
f. Title 29 Code of Federal Regulations Section 1910.1200--Hazard Communication.
g. Environmental Protection Agency 40 CFR Part 763, AHERA, Asbestos- Containing Materials in Schools.
h. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
i. American National Standards Institute (ANSI) NY; ANSI Standard Z 88.2-1980 *American National Standards Practice for Respiratory Protection*, latest edition.
j. CERCLA, Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.)
k. RCRA, Resource Conservation and Recovery Act.
l. Michigan Department of Licensing and Regulatory Affairs (MDLEO) Part 601 1926.1101-Construction Standard for Asbestos.

m. International Building Code (I.B.C.), latest edition, regulations as applicable.
n. Electrical work shall be performed in accordance with the National Electrical Code.
o. All local ordinances, regulations, or rules pertaining to asbestos, including its storage, transportation, and disposal.

1.5 SUBMITTALS

A. CONTRACTOR shall submit two (2) bound, indexed copies of each submittal package as indicated below for review. Following receipt of review comments from the ENVIRONMENTAL CONSULTANT, submit three complete sets and one electronic PDF copy of the revised submittals to the ENVIRONMENTAL CONSULTANT.

B. Initial Submittals: No work shall begin prior to written approval of the submittals from the ENVIRONMENTAL CONSULTANT. The CONTRACTOR shall submit the following information at least 10 days prior to beginning work at the project site.

1. Work Plan: Include a detailed plan of the procedures proposed for use in complying with the PROJECT SPECIFICATIONS, including the following:
   a. A description of all equipment, techniques, and methods to be used to remove and dispose of each ACM identified in the PROJECT SPECIFICATIONS, including schematic drawings of work area layout(s) showing entry/exits, air filtration device (AFD) and point of exhaust, decontamination units, waste load-outs, any scaffolding and access plan for overhead ACMs.
   b. A specific schedule indicating proposed start dates/times and completion dates/times for each individual regulated area as configured in the proposed Work Plan.
   c. Specific information relating to storage, handling, transport and disposal of asbestos containing waste. Provide the name and address of the designated transporter and proposed disposal site.

2. Laboratory Qualification Information: Submit information pertaining to the proposed Air Monitoring Program for this project. CONTRACTOR’s air monitoring shall include employee exposure monitoring. This information shall include the name(s) of personnel collecting air samples, types of sampling equipment, sampling schedule, sampling procedures, calibration, record keeping, name and address of proposed Independent Testing Laboratory, and evidence of analyst's NIOSH 582 course completion and AIHA IPAT program participation.

3. Employee Qualifications: Submit copies of the following for each employee who will visit the site:

   a. Asbestos CONTRACTOR/Supervisor or Asbestos Abatement Worker training certificates.
   b. MDLEO Asbestos Program Asbestos CONTRACTOR/Supervisor or Worker accreditation card.
   c. Current certification that each individual required to wear a respirator has a valid (within the past 12 months) Physicians Written Opinion and fit test.

4. The OWNER has the right to prohibit an employee or representative of the CONTRACTOR or his SUBCONTRACTOR(s) from remaining onsite at any time during the project for noncompliance with the PROJECT SPECIFICATIONS at no additional costs or schedule delays to the OWNER.

5. Written Respirator Program and Fit Testing: Submit a copy of the CONTRACTOR's written respiratory protection program and copies of a valid respirator fit tests for each employee that will be onsite.

6. Notifications: Submit copies of the State of Michigan 10-day Notification of Intent to Renovate/Demolish as submitted to the following agencies:

   a. EGLE Air Quality Division
   b. LEO Asbestos Program.

7. Bonds: Submit written proof of the following forms of bonding:
   a. Bid Bond: 10% of the BIDDER's total bid (submitted with bid).
   b. Performance bond: 100% of the Contract value (at least 10 days before start of work).
   c. Payment bond: 100% of the Contract value (at least 10 days before start of work).

8. Insurance Certificate: Submit a copy of a current insurance certificate naming the OWNER as additionally insured.

C. Daily Job Submittals

1. Personal Air Monitoring: Submit copies of all personal air monitoring data sheets, chain-of-custody and analytical results to the ENVIRONMENTAL CONSULTANT on a daily basis and within 24 hours following collection.

2. Daily Field Logs: Submit copies of all field logs to the ENVIRONMENTAL CONSULTANT daily, prior to the end of the next work shift. Daily logs shall be completed by the CONTRACTOR for each shift and indicate the date, time, identity, company or agency represented, and reason for entry of all persons visiting the site, and the type, amount and location(s) of all ACMs removed, and work stoppages/delays for that shift.

3. Entry/Exit logs: Submit copies of regulated area entry/exit logs to the ENVIRONMENTAL CONSULTANT on a daily basis prior to the end of the next work shift.

4. Pressure Differential Monitoring Logs: Document hourly pressure differential readings on the CONTRACTOR's daily field log.

D. Periodic Submittals

1. Asbestos Training: Upon verbal request, immediately make available to the ENVIRONMENTAL CONSULTANT proof of Asbestos Worker Certification or Asbestos CONTRACTOR/Supervisor Certification. Provide copies of worker training certification upon request.

2. Work Plan modification/clarification: In the event that on-site activities will require departure from any and all aspects of the information outlined in the pre-approved Work Plan, submit written clarification/modification of proposed changes to the ENVIRONMENTAL CONSULTANT for review and approval prior to performing that work.

3. Waste Shipment Record: Submit copies of all asbestos waste shipment records to the ENVIRONMENTAL CONSULTANT before the waste leaves the site; this record shall be signed by the operator (CONTRACTOR) and the first transporter. A copy signed by the landfill shall be submitted no later than 30 days after the waste was accepted by the first transporter.

1.6 PROJECT CONDITIONS

Specification Adherence: Strictly adhere to the approved removal procedures designated in the PROJECT SPECIFICATIONS.

A. Emergency Exits: Maintain existing emergency exits in operating order. Emergency exits from regulated areas must be marked with six (6) inches visible lettering. The minimum illumination intensity in any work area shall be five (5) foot candles, or as published in applicable OSHA standards.

B. Personal Protection: Personnel shall be fully protected with personal protective equipment (PPE) before the first disturbance of asbestos containing materials and until satisfactory clearance air monitoring is completed for each work area.

C. Persons having more than one day of growth of facial hair in areas which compromise respirator seal, are not allowed to enter the WORK areas where respiratory protection is required.

D. Stop Work Orders: Stop Work orders from the OWNER are to be adhered to. The OWNER may determine the necessity of stop work in the event of engineering control failure, visible emissions from the WORK area, improper work practices, or results of air samples collected outside of the WORK area above 0.01 f/cc.
A Stop Work directive is issued solely to address safety/regulatory risk and does not constitute direction of means and methods or responsibility for the CONTRACTOR's work sequence.

E. General Safety: The CONTRACTOR's Competent Person shall inspect the WORK area prior to any activities to ensure all safety hazards are identified and controlled or abated. The Competent Person shall maintain a project log documenting all site personnel and summary of daily work activities. Take precautions as required against the dangers of loose and falling building components.

1.7 PERSONAL PROTECTIVE EQUIPMENT

A. Body Protection: Protective Clothing – Provide and require the use of protective whole-body clothing that includes connected hood and foot coverings, for every person, including the HYGIENIST, entering a negative pressure enclosure, or who is performing Class I abatement work, or who is performing work where a valid negative exposure assessment is not posted at the project site.

B. Hand Protection: Provide two (2) mil nitrile coated gloves, or equivalent. Standard work gloves may be utilized to supplement the above when handling removed building components.

C. Eye/Face Protection: Supply Type I Eye Protection with side shields (which is approved by ANSI Z87.1-2010) if full face respiratory protection is not utilized. Minimally this requires vented or non-vented Goggles for eye protection.

D. Foot Protection: All personnel shall be equipped with protective over boots made of rubber or similar material that can be washed and decontaminated at the end of each shift.

E. Respiratory Protection: Provide and require the use of, at a minimum, a full-face power air purifying (PAPR) High-Efficiency Particulate Air (HEPA) filtered respiratory protection for all personnel engaged in the removal or disturbance of asbestos containing materials. Half mask respirators may be utilized if the CONTRACTOR has a valid negative exposure assessment (NEA) that has been reviewed and approved by the ENVIRONMENTAL CONSULTANT. The CONTRACTOR's Competent Person has the authority to require abatement personnel to utilize more stringent protection equipment as necessary.

F. Respirator Filters: Provide replacement filters for everyone, including the HYGIENIST, entering a regulated area where respiratory protection is required.

G. Hard Hats: Provide and require the use by all employees on the project site head protection that meets American National Standards Institute (ANSI) Z89.1-2009, "American National Standard for Industrial Head Protection," incorporated by reference in §1926.6.

H. Fall Protection: Provide and require the use by all affected employees fall protection in accordance with 29 CFR subpart M-Fall Protection, 29 CFR 1926.500, 29 CFR 1926.501, 29 CFR 1926.502, and 29 CFR 1926.503.

I. Other PPE: Provide and require the use of additional personal protective equipment in accordance with all applicable standards and regulations.

1.8 AIR MONITORING BY THE CONTRACTOR

A. The CONTRACTOR is responsible for the collection of all air samples required by OSHA; this includes all exposure monitoring. Sampling employee exposure to asbestos shall be performed in compliance with the MDLEO Asbestos in Construction Standard Appendix A, OSHA Reference Method-Mandatory. The ENVIRONMENTAL CONSULTANT will analyze samples at no cost to the CONTRACTOR.

B. Sample Documentation: The following information shall be submitted with each personal air sample:

1. The name of the worker sampled.

2. The names of other workers covered under each sample who were performing similar tasks.

3. A description of the task(s) being performed during sample collection.

4. A description of the WORK area.

5. The date and time of sample collection (include sample start and stop times).

6. Sample pump flow rate and total volume of air sampled.

7. Sample pump identification.

8. Verification that the sample flow rate was calibrated pre-and post-sample collection.

C. Analytical Procedures: The samples shall be collected on 25 mm filters and analyzed within 24 hours using the membrane filter method at 400-500x magnification with phase contrast illumination-NIOSH Analytical Method No. 7400-for laboratory and field analysis. The analyst shall sign and submit permanent records of all samples analyzed directly to the ENVIRONMENTAL CONSULTANT. The sample collector shall seal the unused portion of all filters in airtight containers so that individual samples can be re-analyzed at a later date if necessary. The containers shall be clearly labeled with the Project Name and Sample Number and delivered to the ENVIRONMENTAL CONSULTANT upon request.

D. CONTRACTOR's Sampling During Abatement

1. Sample Collection: Air monitoring shall be performed to determine worker exposure during the period of asbestos abatement in each work area. Begin sampling when asbestos removal commences. Samples are to be taken where Class I or II work is being conducted during each work shift until abatement is complete and clearance criteria has been met.

2. Workers to be sampled: The CONTRACTOR shall have at least 1 out of every 4 workers performing a specific task wear a personal air monitoring sample; this remains true for each separate task being performed on the site. Samples shall include an 8-hour Time Weighted Average (TWA) and a 30-minute excursion sample for each worker being sampled. Worker(s) shall wear the air monitoring pump with the sample cassette affixed to within 12” of his breathing zone.

3. Sample Blanks: The CONTRACTOR shall submit sealed sampling cassettes for analysis to determine the quality of the sample media being used. The number of cassettes shall be determined by the number of samples collected each shift and shall be no less than two samples per day or 20% of the total number of samples collected during that shift, whichever is greater.

1.9 AIR MONITORING BY OWNER

A. The ENVIRONMENTAL CONSULTANT will provide a HYGIENIST to collect and analyze asbestos air samples that may include background air quality samples prior to the start of abatement, inside the WORK area outside of the WORK area, at AFD exhaust, and post abatement clearance testing from inside the WORK area following an acceptable visual inspection. Any airborne asbestos concentrations more than the applicable regulatory limits will be reported to the OWNER and CONTRACTOR and shall stop all work until the condition can be corrected. Documentation of sample results will be forwarded to the CONTRACTOR as appropriate.

B. Sampling and analysis of asbestos samples shall be performed in compliance with MDLEO Asbestos in Construction Standard Appendix A, OSHA Reference Method-Mandatory, Appendix B, Sampling and analysis – non-mandatory, and 40 CFR Part 763 AHERA. Laboratory analysis of TEM post-abatement air sampling shall be performed on a 24-hour turnaround time. Samples will be delivered to the lab by overnight courier. Any expedited or after hours or weekend analysis is subject to the approval by the ENVIRONMENTAL CONSULTANT and will likely result in a cost to the CONTRACTOR.

C. Personal Air Samples: The HYGIENIST may collect personal air samples from the breathing zone of the CONTRACTOR's employees at random. This shall not excuse the CONTRACTOR from the requirements set forth under item 1.8 Air Monitoring by the CONTRACTOR.

1.10 WORK SCHEDULE

Contractor shall comply with Division 1, Section 3.1 "Work Schedule" submittal requirements, including schedule updates and coordination requirements.

1.11 PERMITS AND NOTIFICATIONS

A. The CONTRACTOR is responsible for obtaining all permits and notifications as required for the completion of The WORK by MDLEO, and MDEGLE and any other permitting agency involved with the completion of The WORK included herein. For each phase of The WORK the CONTRACTOR shall notify the ENVIRONMENTAL CONSULTANT in writing a minimum of 72 hours prior to commencing any hazardous material related work at the project site.

1.12 PERSONNEL TRAINING & CERTIFICATIONS

A. All personnel performing setup, pre-cleaning, removal of ACMs, or tear down of regulated areas shall have received the minimum training as required by MDLEO for The WORK to be performed. At a minimum, the CONTRACTORs designated competent person shall hold a current State of Michigan Asbestos CONTRACTOR/Supervisor (40-Hour) accreditation and each worker shall hold a current State of Michigan Asbestos Abatement Worker (32-Hour) accreditation.

B. All personnel performing work that requires respiratory protection shall hold a valid physician written opinion (PWO). To be considered valid, a PWO must include the following information:

1. Name of individual
2. Date of examination (must be within the last 12 months).
3. The signature of the examining physician, this cannot be signed by a physician's assistant.
4. The physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos.
5. Any recommended limitations on the employee or on the use of personal protective equipment such as respirators.
6. A statement that the employee has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
7. A statement that the employee has been informed by the physician of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

C. All personnel performing work that requires respiratory protection shall hold a valid fit test for the respirator that is to be worn. To be considered valid, the fit test must include the following information:

1. Name of individual.
2. Date of test (must be within the last 12 months).
3. Make, model and size of respirator.
4. Test method used.
5. The pass/fail results for a qualitative fit test or the fit factor and strip chart recording from a quantitative fit test.
6. Name of individual who administered the test.

1.13 LIABILITY

A. The CONTRACTOR is an independent CONTRACTOR and not an employee of the OWNER, or ENVIRONMENTAL CONSULTANT. Neither the OWNER, nor the ENVIRONMENTAL CONSULTANT or HYGIENIST shall have any liability to the CONTRACTOR or any third persons for the CONTRACTOR's failure to faithfully perform the WORK and follow the provisions of the PROJECT SPECIFICATIONS and the requirements of the governing regulatory agencies. Notwithstanding the failure of the OWNER, or the ENVIRONMENTAL CONSULTANT to discover a violation by the CONTRACTOR of any of the provisions of the PROJECT SPECIFICATIONS, or to require the CONTRACTOR to fully perform and follow any of them, such failure shall not constitute a waiver of any of the requirements of the PROJECT SPECIFICATIONS which shall remain fully binding upon the CONTRACTOR.

B. Regulatory Citations: In the event that the OWNER or the ENVIRONMENTAL CONSULTANT, or any of their employees, receives a notice of violation from a regulatory agency that is the direct result of the CONTRACTOR or their SUBCONTRACTOR(s) failure to perform the WORK in accordance with all applicable rules and regulations, the CONTRACTOR will be responsible for all costs incurred by the cited individual or entity. This includes, but is not limited to, all fines and attorney fees.

1.14 SUBCONTRACTOR

A. SUBCONTRACTOR employed by the CONTRACTOR shall be bound to all of The WORK and safety standards specified in the PROJECT SPECIFICATIONS. The SUBCONTRACTOR's personnel shall meet the requirements as specified and shall be supervised by the CONTRACTOR at all times they are on site.

1.15 QUALITY ASSURANCE

Quality assurance activities performed by the ENVIRONMENTAL CONSULTANT and HYGIENIST are limited to environmental observation, testing, and documentation for the purpose of assessing compliance with applicable asbestos regulations and the environmental requirements of the Contract Documents.

Neither the ENVIRONMENTAL CONSULTANT nor the HYGIENIST has a duty to discover all defects or regulatory violations and does not assume responsibility for the CONTRACTOR's compliance.

Observations, air monitoring, visual inspections, clearance testing, analytical results, reports, or other services performed by NAS do not constitute approval, certification, acceptance, or warranty of the CONTRACTOR's work.

The CONTRACTOR remains solely responsible for:

- means, methods, techniques, sequences, and procedures of construction;
- jobsite safety and regulatory compliance;
- adequacy of engineering controls;
- proper completion of all WORK required by the Contract Documents.

Failure by the ENVIRONMENTAL CONSULTANT or HYGIENIST to identify a deficiency, regulatory violation, or non-conforming condition shall not relieve the CONTRACTOR of responsibility for correcting such conditions or for compliance with applicable laws and regulations.

PART 2- PRODUCTS

2.0 PRODUCT DATA

Provide product data, manufacturer's installation instructions and Safety Data Sheets (SDS) at least 5 days prior to the pre-construction meeting for all products that will be on site.

2.1 AIR FILTRATION DEVICES (AFD)

A. Provide HEPA filtered fan units in the vicinity of the WORK. Route exhaust tubes outdoors when feasible; obtain written authorization from the OWNER to route exhaust tubes indoors. Supply the required number of HEPA filtered fan units to the site in accordance with the PROJECT SPECIFICATIONS. Use units that meet the following requirements.

1. Cabinet: Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 23 inches or as specified on the project drawings to fit through chase way doorways. Provide units whose cabinets are:
   a. Factory sealed to prevent asbestos containing dust from being released during use, transport, or maintenance
   b. Arranged to provide access to and replacement of all air filters from intake end Mounted on casters or wheels.
   c. Labeled with a serial number, equipment number, or other unique form of identification that differentiates each AFD.

2. Fans: Rate capacity of fan according to usable air moving capacity under actual operating conditions.

3. HEPA Filters: Provide units whose final filter is the HEPA type with filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.

   a. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
   b. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctyl phthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A.
   c. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
   d. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
   e. Label each machine with the date of the most recent HEPA filter replacement.

4. Pre-filters which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. Provide units with the following pre-filters:

   a. First-stage pre-filter: Low efficiency type (e.g., for particles 100 um and larger).
   b. Second stage (or intermediate) filter: Medium efficiency (e.g., effective for particles down to 5 um)
   c. Provide units with pre-filters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

5. Electrical Components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

B. AFD placement, sizing, operation, and maintenance are means and methods solely under the control of the CONTRACTOR. The CONTRACTOR remains fully responsible for maintaining negative pressure, filtration effectiveness, and integrity of the regulated area. The ENVIRONMENTAL CONSULTANT's monitoring, sampling, or reporting does not shift responsibility for enclosure performance or equipment function from the CONTRACTOR.

C. If air monitoring or observations indicate a containment breach, loss of negative pressure, or fiber migration potentially associated with AFD exhaust or filtration performance, the CONTRACTOR shall immediately stop affected work activities, investigate, and implement corrective actions including repair, replacement, or additional engineering controls as necessary. Disagreement with monitoring results shall not delay corrective action. The CONTRACTOR shall bear all costs associated with corrective actions, delays, and re-testing attributable to failure of containment or equipment performance.

2.2 CHEMICAL MASTIC REMOVER

A. A chemical solvent designed to remove asphaltic floor tile adhesives. This type of product is prohibited from use unless specified elsewhere in the PROJECT SPECIFICATIONS.

2.3 DISPOSAL CONTAINERS

A. Ensure each disposal container is in accordance with US Department of Transportation regulation on hazardous waste marking 49 CFR parts 171 and 172, Hazardous Substances: Final Rule: published November 21, 1986 and updated October 1, 1993: RQ, Asbestos, NA 22 12, RQ - Reportable Quantity - 1 pound for asbestos, NA-2212 - North American - Shipping identification number for domestic shipments of asbestos and the following language:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CUASE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST
R.Q., ASBESTOS
CLASS 9 NA 2212, III

B. Bags: leak-tight, and impermeable polyethylene bag, with a minimum thickness of 6 mils. per bag. At least two bags shall be used for each container for a combined minimum thickness of 12 mils.

C. Drums: leak-tight and impermeable drum that can be sealed and has a minimum thickness of 12 mils.

D. Wrapping: at least two layers, minimum 6 mil. thickness per layer, of individually sealed, leak-tight and impermeable layers of poly sheeting; minimum combined thickness of 12 mils.

2.4 DISPOSABLE BATH TOWELS

Provide disposable bath towels, at least 15" x 36" in size, intended for personal hygiene use during the decontamination procedures for all site personnel.

2.5 ENCAPSULANT

Provide encapsulants that shall be utilized in strict accordance with the manufacturer recommendations. The following types may be utilized:

1. Post Remediation Lock Down Encapsulant: Fiberlock Technologies® Fiberset PM-Post Removal Surface Sealant or equivalent, clear unless otherwise specified.

2. Penetrating and Bridging Encapsulants: Fiberlock Technologies® ABC Asbestos Binding Compound or equivalent, use 6421-off-white unless otherwise specified. Used to create a protective barrier over ACM's that are to be left in place. ACM that is encapsulated shall include warning labels with the following language "Danger Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung Disease Hazard Avoid Breathing Airborne Asbestos Fibers". Warning labels shall be placed no more than 20 feet apart.

2.6 GLOVE BAGS

Provide glove bags that were manufactured for the controlled removal of thermal system insulation such as Avail™ 4460 Glove Bags or equivalent. Field fabricated or altered bags shall not be used.

2.7 HEPA FILTERED VACUUM EQUIPMENT

HEPA filtered vacuuming equipment with a filter system capable of collecting and retaining respirable particles. Filters shall be 99.97 percent efficient for retaining particles 0.3 microns or larger (high efficiency). Vacuums shall be designed as HEPA vacuums rather than a vacuum fitted with a HEPA filter.

2.8 PLASTIC SHEETING

The CONTRACTOR shall furnish polyethylene film and related sheeting materials as necessary to construct and maintain regulated areas, critical barriers, and protective coverings in accordance with the approved Work Plan and applicable regulatory requirements.

Plastic sheeting shall be provided in the largest practical sheet size available to minimize seams and potential leakage points.

3.0 WORK AREA PREPARATION

A. Performance Requirements

1. The CONTRACTOR shall be solely responsible for planning, sequencing, and implementing all work area preparation activities in accordance with the approved Work Plan, applicable OSHA/EPA regulations, and recognized industry standards. The requirements below establish minimum performance criteria and are not intended to dictate the CONTRACTOR's means, methods, techniques, or procedural details.

2. At a minimum, the CONTRACTOR shall:

a. **Existing Conditions**
Identify and document any pre-existing damage or unusual conditions in the Work Area and provide this information to the ENVIRONMENTAL CONSULTANT prior to disturbance of materials.

b. **Temporary Utilities**
Provide temporary electrical service as needed for the Work, including ground-fault protection. Any connection to existing building electrical systems shall be performed by qualified personnel in accordance with applicable codes and at the CONTRACTOR's expense.

c. **HVAC Isolation**
Isolate, shut down, lock out, and protect all HVAC systems or pathways serving or passing through the regulated area to prevent contaminant migration.

d. **Pre-Cleaning**
Perform pre-cleaning of floors and horizontal surfaces within the regulated area using methods sufficient to minimize the potential for airborne fiber or debris migration during abatement activities.

B. Construct Regulated Area

The CONTRACTOR shall establish regulated areas appropriate to the scope and classification of asbestos work being performed. Regulated areas shall be constructed and maintained to effectively isolate the Work Area, prevent the migration of airborne contaminants, and comply with all applicable regulatory requirements.

Containment levels described below represent minimum performance expectations. The CONTRACTOR may propose alternate materials or configurations provided equivalent or greater protection is achieved and documented in the approved Work Plan.

1. Level 1 – Basic Regulated Area

Level 1 containment is intended for Class II abatement activities where ACM remains non-friable and intact.

At a minimum, Level 1 containment shall include:

a. Removal or protection of movable objects within the regulated area.
b. Access restriction and placement of multilingual warning signage consistent with regulatory requirements.
c. Installation of floor protection or drop sheeting of sufficient thickness and size to capture debris generated by removal operations.

2. Level 2 – Localized / Glovebag Regulated Area

Level 2 containment is intended for removal of TSI using glovebag or similarly controlled methods.

In addition to Level 1 requirements, Level 2 containment shall include:

a. Installation of critical barriers or equivalent isolation measures to seal openings and prevent fiber migration.
b. Protection of non-movable items remaining within the regulated area.

c. Use of HEPA-filtered air filtration devices and appropriate exhaust routing as necessary to maintain containment effectiveness.

3. Level 3 – Full Containment for Mechanical Disturbance.

Level 3 containment is intended for flooring removal using mechanical methods or where ACM may not be removed intact.

In addition to Level 1 and Level 2 requirements, Level 3 containment shall include:

a. Full wall and ceiling containment barriers sufficient to prevent cross-contamination.
b. Installation of negative air systems adequate to achieve required air changes and maintain a pressure differential relative to adjacent areas.
c. Monitoring of containment pressure performance throughout operations.
d. Provision of observation ports or equivalent inspection features at critical barriers.

4. Level 4 – Enhanced Full Containment.

Level 4 containment is intended for higher-risk operations requiring additional redundancy or protection.

In addition to Level 1 through Level 3 requirements, Level 4 containment shall include:

a. Enhanced floor and wall protection sufficient to prevent damage to underlying finishes and prevent debris accumulation.
b. Additional protective layers or redundancy as required to maintain enclosure integrity for the duration of the Work.

5. Level 5 – Fire-Rated Containment.

Level 5 containment is intended where fire-rated containment materials are required by regulation, site conditions, or the approved Work Plan.

In addition to all prior levels, Level 5 containment shall include:

a. Use of fire-retardant or fire-rated plastic sheeting or equivalent approved materials for all containment surfaces and critical barriers.

C. Worker Decontamination System.

The CONTRACTOR shall establish and maintain worker hygiene and decontamination facilities in compliance with OSHA 29 CFR 1926.1101(j), the approved Work Plan, and the Project Specifications.

Once abatement commences, all personnel shall utilize the decontamination system for ingress and egress in the specified manner. At a minimum, the CONTRACTOR shall provide one or more of the following systems appropriate to the classification of work:

1. Three-Stage Decontamination System.

   A three-stage decontamination system shall be provided for all Class I abatement activities and other friable ACM removal exceeding regulatory thresholds.

   The system shall include, at a minimum:
   a. A clean room suitable for staging and storage of uncontaminated items.
   b. A functioning shower assembly with appropriate water supply controls.
   c. An equipment room suitable for removal of contaminated PPE and clothing.
   d. Airlocks or equivalent transition barriers between each stage.
   e. Required asbestos warning signage consistent with OSHA standards.

2. HEPA Vacuum Station.

   For intact non-friable ACM removal and Class IV operations, the CONTRACTOR may provide a HEPA vacuum station or elect to utilize a full three-stage system.

   The station shall be constructed and maintained in a manner that prevents the spread of contamination beyond the regulated area.

D. Entry Logbook.

The CONTRACTOR shall maintain an entry log at the regulated area access point documenting the name, employer, and ingress/egress times of all personnel entering the regulated area.

E. Emergency Cleanup Supplies.

Emergency cleanup materials and equipment (HEPA vacuum, amended water, disposal supplies, etc.) shall be staged adjacent to the decontamination area prior to commencement of abatement activities.

F. Compliance and Work Authorization

No asbestos-related work shall begin unless the regulated area has been established in compliance with the Project Specifications and accepted by the HYGIENIST in accordance with the approved Work Plan.

G. Negative Pressure Enclosure Maintenance.

The CONTRACTOR shall be solely responsible for maintaining enclosure integrity and documenting daily compliance with negative pressure requirements.

At a minimum:

1. The CONTRACTOR’s designated Competent Person shall perform complete visual inspections prior to each shift
2. Air filtration devices, barriers, and pressure monitoring systems shall be inspected for proper operation
3. Work shall not proceed until deficiencies are corrected

Periodic inspections shall be conducted throughout each shift to ensure continued containment performance.

H. Loss of Containment / Remedial Action

If enclosure performance criteria are not maintained, including but not limited to loss of negative pressure or airborne fiber levels exceeding project thresholds in adjacent areas:

1. All abatement work shall cease immediately.

2. The CONTRACTOR shall develop a corrective action plan for review by the ENVIRONMENTAL CONSULTANT.

3. Remedial cleaning and/or sampling outside the regulated area resulting from containment failure shall be performed at the CONTRACTOR's expense.

4. Work shall not resume until authorization is granted by the OWNER.

I. Contractor Responsibility

The CONTRACTOR retains sole responsibility for the adequacy, safety, regulatory compliance, and performance of the work area preparation, containment systems, and decontamination methods. Review, observation, or acceptance by the ENVIRONMENTAL CONSULTANT shall not relieve the CONTRACTOR of responsibility for means, methods, or results.

3.1 WORK AREA ENTRY/EXIT PROCEDURES

A. General Entry and Exit Procedures

1. Authorized personnel shall enter the WORK area through the worker decontamination area. Upon entry and exit to the WORK area, all personnel shall sign a log located in the clean area.

B. Entry Procedures

1. Don the appropriate personal protective equipment required for the WORK to be performed.

2. When a shower system is established for worker decontamination, remove all street clothing before donning protective clothing and other PPE.
3. Proceed through decontamination area to work area.

C. Exit Procedures

1. Use a HEPA vacuum to remove all gross contamination residue from the protective clothing inside the WORK Area.

2. Carefully remove all protective clothing and place in covered and labeled disposal container.

3. When a shower system is in place for worker decontamination, shower completely with the use of hot and cold water, and soap.

4. Dry off using disposable towels provided by the CONTRACTOR.

5. Remove respirator and thoroughly clean the outside of the respirator face piece and exposed area of the face. Ensure that the respirator is properly cleaned, repaired, if necessary, dried, and stored in a clean sealable bag.

6. Perform occupational hygiene activities as necessary.

3.2 REMOVAL OF ASBESTOS CONTAINING MATERIALS

A. Asbestos containing materials shall be removed in accordance with 29 CFR1926.1101, 40 CFR Part 61, Subpart M-NESHAP, other applicable Local, State, & Federal Regulations, and these PROJECT SPECIFICATIONS.

B. Construct a regulated area in the locations where ACM is located, as designated in this Section.

1. All employees working in this area shall utilize appropriate respiratory protection and protective clothing until the air clearance criteria is met.

2. Notify the HYGIENIST of readiness to begin removal prior to start.

C. Adequately wet ACMs with a low pressure atomized spray using an airless or garden sprayer, or equivalent, and amended water. Ensure friable materials are wet throughout all layers. Re-wet materials that do not display evidence of full saturation.

D. Use only equipment and methods specifically designed to limit airborne fibers; all power operated tools shall be GFCI protected and include the use of a dust collection shroud that is attached to a localized HEPA filtered vacuum with a CFM rating that meets or exceeds the manufacturer's recommendations.

E. Thermal System Insulation via Glove bag
1. Execution:

a. Complete the WORK within a Level 2 Regulated Area or higher.
b. Pre-clean all surfaces within the regulated area using a HEPA vacuum and wet methods.
c. Utilize a 3-stage decontamination unit for worker decontamination. A separate 3-stage unit shall be attached to each regulated area. A single stage HEPA vacuum decontamination unit may be used in lieu of the 3-stage when the Class I work for the entire project is less than 15 square feet or 25 lineal feet.
d. Glove bags shall be sealed around the pipe with duct tape or similar method to prevent air leakage.
e. Glove bags shall be smoke tested for leaks prior to use.
f. Each glove bag shall be installed so that it completely covers the circumference of pipe or other structure.
g. Glove bags may be used only once and may not be moved.
h. Glove bags shall not be used on surfaces where temperatures exceed 150ºF.
i. Glove bags shall be collapsed using a HEPA vacuum prior to the start of abatement.
j. At least two people shall perform glove bag removal; a CONTRACTOR's competent person shall supervise this activity.
k. Glove bags shall only be used for pipe insulation as intended by the manufacturer.

l. Using amended water, adequately wet all material via the prefabricated glove bag port. Continuously wet the material throughout removal activities.
m. Carefully remove any bands or ties securing the jacket.
n. Remove at least 2" of any non-asbestos insulation on both sides of elbows or hangers. The remaining insulation shall be cut smoothly and even to allow for uniform replacement materials.
o. After removal of insulation, clean any residue with scrapers, brushes, etc.
p. Apply an approved post abatement encapsulant to all exposed piping prior to removing the glove bag.
q. Secure tools, segregate waste, collapse bag with the HEPA vacuum and seal prior to dismantling.
r. Complete cleaning, achieve post abatement visual inspection, and air clearance testing as specified in SECTION 3.6-CLEANING AND TESTING.

F. Class I or Class II Materials within Negative Pressure Enclosure. Applies to the removal of any TSI, except where glove bags are used, friable materials, materials that will likely become friable during removal, materials that are removed with mechanical methods, or are removed in a state that is not substantially intact.

1. Execution:

a. Complete the WORK within a Level 3 Regulated Area or higher.
b. Pre-clean all surfaces within the regulated area using a HEPA vacuum and wet methods.
c. Utilize a 3-stage decontamination unit for worker decontamination. A separate 3-stage unit shall be attached to each regulated area. A single stage HEPA vacuum decontamination unit may be used in lieu of the 3-stage when the Class I work for the entire project is less than 15 square feet or 25 lineal feet.
d. Adequately wet ACM with amended water before and during removal via airless spray equipment to reduce the release of fibers. Saturate material sufficiently to wet the substrate without causing excessive wetting, dripping or delamination of the material.
e. Remove wet material in small sections utilizing hand tools, such as scrapers or other suitable devices.
f. Lower removed material to the floor, do not allow it to drop.
g. As ACM is removed, material shall be placed into approved disposal containers as specified.
h. Do not allow material to accumulate.
i. Clean all exposed surfaces by the end of each shift so that no visible debris remains.
j. Complete cleaning, achieve post abatement visual inspection, and air clearance testing as specified in SECTION 3.6-CLEANING AND TESTING.

G. Acoustical ceilings, plaster, fireproofing, and similar overhead materials within a Negative Pressure Enclosure.

1. Execution:

a. Complete the WORK within a Level 4 Regulated Area or higher.
b. Pre-clean all surfaces within the regulated area using a HEPA vacuum and wet methods.

c. Utilize a 3-stage decontamination unit for worker decontamination. A separate 3-stage unit shall be attached to each regulated area. A single stage HEPA vacuum decontamination unit may be used in lieu of the 3-stage when the Class I work for the entire project is less than 15 square feet or 25 lineal feet.
d. Adequately wet ACM with amended water before and during removal via airless spray equipment to reduce the release of fibers. Saturate material sufficiently to wet the substrate without causing excessive wetting, dripping or delamination of the material.
e. Remove wet material in small sections utilizing hand tools, such as scrapers or other suitable devices.
f. Lower removed material to the floor, do not allow it to drop.
g. As ACM is removed, material shall be placed into approved disposal containers as specified.
h. Do not allow material to accumulate.
i. Clean all exposed surfaces by the end of each shift so that no visible debris remains.
j. Complete cleaning, achieve post abatement visual inspection, and air clearance testing as specified in SECTION 3.6-CLEANING AND TESTING.

H. Hot work: Applies anytime a cutting torch, heat gun, metal grinder, or similar heat source is utilized within a regulated area:
1. Execution:
a. Complete the WORK within a Level 5 Regulated Area or higher.
b. Follow the applicable procedures outlined above.

I. Flooring Adhesive Removal: Shall be completed within a Level 3 Regulated Area or higher.

1. Execution:

a. Wet Grinding:
b. Use low speed wheel mounted grinding machines designed for the removal of flooring adhesives.
c. Adequately wet the material to be abated with amended water and ensure it remains adequately wet throughout the grinding operation.
d. Completely and uniformly remove all adhesives up to the walls and other immoveable objects so that no visible mastic remains. This will require the use of specialty grinding attachments to reach inside corners and other areas with limited access.
e. As ACM is removed, material shall be placed into approved disposal containers.
f. Do not allow material to accumulate.
g. HEPA vacuum the entire floor surface following grinding to remove all visible dust and debris.
h. See Section 3.6-Cleaning and Testing for additional requirements.

2. Bead Blasting: Not permitted on this project.

3. Chemical Mastic Removers: Not permitted on this project.

J. Non-friable Class II Materials removed intact.

1. Execution:

a. Complete the WORK within a Level 1 Regulated Area or higher.
b. Materials shall be removed completely intact and placed directly into an approved waste container. If material is broken or cannot be removed intact, removal shall be completed within a negative pressure enclosure.
c. Materials shall not be sanded, abraded, cut, or otherwise damaged.
d. Min. 6 mil. plastic drop cloth shall be placed below the materials being removed.
e. HEPA vacuum the surface of all materials to be removed.
f. Wet material with amended water and carefully remove by first removing fasteners or hardware.
g. Intact floor tile removal shall be completed with the use of electric tile lift machines, dry ice, or handheld putty knife.
h. ACMs shall be removed in their entirety including all residues. The application of encapsulants or other coatings that would otherwise cover or hide any residual ACM is strictly prohibited without express written authorization from the ENVIRONMENTAL CONSULTANT.

3.3 CLASS IV CLEAN UP

A. Dust and/or debris generated from Class I, II, or III activities shall be cleaned under the following specifications:

1. Completed within a Level 2 Regulated Area or higher; moveable items shall remain in place for cleaning.
2. Completed only by personnel with at least the State of Michigan Asbestos Abatement Worker or CONTRACTOR Supervisor accreditation.
3. Ensure all HVAC systems are off, locked out, and openings have critical barriers installed.
4. Install critical barriers over all openings to/from the affected area to prevent asbestos fibers or dust from migrating away from the area. This includes sealing adjacent rooms until cleaning can be performed in the room.
5. Place AFD's in a manner that generates an airflow across the WORK space.
6. Beginning at the point of entry, or decontamination chamber, clean all surfaces by HEPA vacuuming and wet-cleaning cycle as defined in Section 3.6-Cleaning and Testing. Cleaning should work from the ceiling, or top of the space, progressing down and toward the AFD intake.
7. Where work includes corridors and adjacent rooms, complete the corridor cleaning before entering adjacent rooms.
8. When cleaning a room that is adjacent to a clean space, locate an AFD in the room at a point furthest from the point of entry with the exhaust routed into the adjacent clean space. This is performed to generate air flow and not to create a negative pressure scenario that could pull contamination from other adjacent areas.
9. Clean the contents of each effected space by first HEPA vacuuming all surfaces, then wet wiping with clean towels. When the contents of a space to be cleaned prevent cleaning the space, carefully move the contents to the doorway. Clean contents by HEPA vacuuming and wet wiping all surfaces prior to moving the items into an adjacent, cleaned space or a temporary storage facility. Contents can be moved back into the room once both contents and room have been cleaned.
10. When contents are moved to a temporary storage facility both the cleaned space and the contents shall undergo air clearance testing before being released back to the OWNER.
11. Clean the HVAC systems that service the space. HVAC cleaning must be completed under a negative pressure to prevent contamination spread.
12. Complete the WORK in accordance with Section 3.6 Cleaning and Testing.

3.4 WASTE CONTAINERIZING, DECONTAMINATION AND LOAD OUT PROCEDURES

A. All waste handling procedures shall be continuously supervised by the designated competent person.

B. Package waste promptly and routinely, as it is generated, in a manner that does not allow waste to accumulate. Cleaning and waste containerizing shall be continuous during asbestos removal activities.

C. Place adequately wetted waste generated into approved disposal containers.

D. Waste that is sharp or at risk of puncturing the disposal container shall be pre-packaged in a plastic burlap or equivalent bag in addition to the two layers of 6 mil. disposal bags or another approved disposal container.

E. Disposal containers that leak shall remain in the regulated area and repaired immediately upon discovery.

F. Evacuate the excess air from the disposal bag with a HEPA vacuum and twist bags closed and seal with duct tape. Wash the exterior of the initial layer of the disposal container and place it into the secondary bag or other approved disposal container; drums only require a single layer.

G. For work completed within a negative pressure enclosure, ensure disposal containers are cleaned and placed in the outer most layer while inside the decontamination chamber or waste load out chamber.

H. All waste shall be immediately placed in a properly lined dumpster or approved transport vehicle or stored on a minimum of 6 mil. thickness poly sheeting in a secured regulated area, with appropriate signs in compliance with the approved Work Plan. Asbestos containing waste shall not be permitted to remain onsite longer than 10 days after it was originally disturbed.

3.5 DEMOLITION TO ACCESS ASBESTOS MATERIALS

A. CONTRACTOR shall perform selective demolition to access ACMs in concealed or limited access locations throughout the job site as specified on the drawings. Walls, ceilings, and cabinetry shall be demolished as necessary to investigate for, and access concealed material(s). The CONTRACTOR is required to investigate all areas where suspect materials could potentially occur.

B. THE CONTRACTOR shall ensure his demolition or abatement work does not leave rough or jagged edges. All cuts shall be straight and even, all grinding shall leave a smooth even surface, any hangers, fasteners or other items that protrude through exposed areas are removed flush.

C. Any asbestos discovered after the CONTRACTOR begins his work shall be removed by the CONTRACTOR. This includes any unknown ACM discovered by the others during the demolition process. The CONTRACTOR shall keep their 10-day MDEGLE and MDLEO notifications open throughout the demolition process to cover any ACM discovered during demolition. The CONTRACTOR shall be responsible for all costs associated with the removal and or cleanup of ACM that is discovered during the demolition process if the OWNER determines the CONTRACTOR should have discovered said material during the selective demolition required.

3.6 CLEANING AND TESTING

A. Cleaning:

1. Daily cleaning, including containerization of all waste, shall be completed.

2. All surfaces in the WORK area shall undergo a cleaning cycle consisting of wet-cleaning, HEPA vacuuming and wet-cleaning. The cycle shall permit drying of surfaces prior to HEPA vacuuming and shall be conducted until no visible residue remains.

3. Before moving contaminated items from space, clean external surfaces thoroughly by wet methods and HEPA vacuuming.

4. Keep openings sealed. Any HEPA filtered air filtration device shall remain in service, and all critical barriers shall remain in place, until approval for removal is given by the ENVIRONMENTAL CONSULTANT.

5. The CONTRACTOR's designated person shall conduct a visual inspection of the WORK area to ensure the WORK is complete and that no visible dust or debris remains. Submit a signed copy of the WORK Area Visual Inspection Certification form to the HYGIENIST prior to requesting an air clearance.

6. The HYGIENIST will perform a visual inspection of the WORK area looking for visible dust and debris. The competent person shall accompany the HYGIENIST during this inspection. If dust or debris are found the CONTRACTOR shall re-clean the affected area.

    a. Negative Pressure Enclosures: After passing a visual inspection by the HYGIENIST, the CONTRACTOR shall complete the following:
        i. Apply an approved lock down encapsulant in accordance with the manufacturer's recommendations.
        ii. Replace all AFD pre-filters.
        iii. After the encapsulant has dried, and no sooner than 1-hour after application, remove protective wall and floor poly sheeting. Do not remove any critical barriers or otherwise disrupt the negative pressure differential.

7. If the HYGIENIST finds visible dust or if clearance air sampling criteria is exceeded, repeat wet cleaning and HEPA vacuuming until the WORK area is acceptable.

B. Clearance Testing:

1. Clearance testing will be performed by the HYGIENIST. Final clearance sample collection and analysis shall be performed via Phase Contrast Microscopy (PCM) methods or Transmission Electron Microscopy (TEM) in accordance with AHERA requirements. The clearance criteria shall be no more than 0.01 f/cc on each PCM sample and no more than an average of 70 structures per square millimeter for TEM samples. All clearance testing shall utilize aggressive air sampling methods.

2. A fee of $1,500.00 will be deducted from the CONTRACTOR's contract amount for every repeat air clearance attempt if the previous clearance fails due to fiber concentration.

C. Demobilization: Upon meeting the clearance criteria, remove engineering controls, decontamination enclosure system, and critical barriers, thoroughly wet-clean and HEPA vacuum work area, inspect to ensure no dusts or debris remain in work area as a result of dismantling. Report any damage caused by the CONTRACTOR to the ENVIRONMENTAL CONSULTANT.

3.7 DISPOSAL

A. Regulations: Determine current waste handling, transportation, and disposal regulations for the WORK site and for each waste disposal landfill. Comply with these regulations and the U.S. Department of Transportation, EPA requirements. Containerized waste shall be delivered to the pre-designated disposal site as listed on the MDEGLE Notification and the approved work plan.

B. Waste Generator Labels shall be permanently affixed to each disposal container that identifies the name of the waste generator and the address of the location it was generated from. Dumpsters or trucks are not considered to be individual waste containers.

C. Dumpsters: Containerized waste shall be placed in a fully enclosed lockable dumpster that is lined with at least 6 mil plastic sheeting. Lining shall be installed with a minimum 20-foot-wide sheet with no seam near the floor. Asbestos Danger Signs and Asbestos Danger Tape shall be placed on each exterior side of the dumpster during loading. Alternatively, with the express written approval from the OWNER, containerized waste may be transported to the approved landfill or an approved offsite dumpster via the CONTRACTOR's enclosed box van.

D. Waste Shipment Record: Create and maintain an asbestos waste shipment record prior to transporting any asbestos containing waste off site. Waste shipment records shall include the following information:

1. Work site name and address:
2. OWNER's name and address: Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon, Michigan 49442.
3. OWNER's telephone number:
4. Name and address of the Operator (CONTRACTOR):
5. Operator's telephone number:
6. The name and address and telephone number of the local, State, or EPA Regional agency responsible for administering the asbestos NESHAP program: **Michigan Department of Environmental Quality-Air Quality Division, PO Box 30260, Lansing, Michigan 48906**.
7. Description of waste material(s). Include waste profile number, description, number of and type of containers, and the total quantity of shipment in cubic yards.
8. The percentage of friable and non-friable waste in the shipment.
9. Operator's Certification that the contents of this consignment are fully and accurately described by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.
10. Operator's Certification signature with date and the Operator's printed name and title.
11. Operator's address.
12. Printed name, title, signature, date, address and telephone number of the 1st transporter.
13. Printed name, title, signature, date, address and telephone number of the 2nd transporter (when applicable).
14. The printed name, title, signature, date, and telephone number of the disposal site operator.
15. The name and physical site location of the disposal site.

16. Any discrepancies noted by the disposal site operator.

E. Transport: Remove decontaminated containers from site within ten calendar days of collection for disposal at a waste disposal site operated in accordance with the provisions of 40 CFR 61.156. Notify disposal site in advance of delivery to ensure immediate disposal.

F. The CONTRACTOR shall contact the transporter(s) and or the operator of the designated disposal site to determine the status of the waste shipment if waste shipment records are not received by the CONTRACTOR from the disposal site within 35 days of the date the waste was received by the initial transporter. Provide the OWNER with a written account of this issue.

G. The CONTRACTOR shall report in writing to the local, State, or EPA regional office responsible for administering the asbestos NESHAP program if a copy of the waste shipment record, signed by the waste disposal site, is not received within 45 days of the date the waste was accepted by the initial transporter. This NOTIFICATION shall include a copy of the waste manifest, a cover letter signed by the CONTRACTOR explaining the efforts taken to locate the asbestos waste shipment and the results of those efforts. A copy of this NOTIFICATION shall be sent to the OWNER.

H. Submit waste shipment records and chain-of custody for waste as specified. No payments will be made until the OWNER has received and approved copies of all waste shipment records, signed by the disposal site, identifying the disposition of the waste.

3.8 FINAL COMPLETION

A. Final Completion is achieved after Substantial Completion and completion of all administrative closeout requirements. Including the following tasks:

1. Final visual inspection of each regulated area by the CONTRACTOR and HYGIENIST identifying the following:

   a. Completion of the scope of abatement work.
   b. The regulated work area is free from visible asbestos or associated dusts.

2. Clearance air sample analysis results meeting the specified clearance criteria are achieved.

3. The CONTRACTOR completes all punch list items in a manner that is acceptable to the OWNER.

4. The CONTRACTOR submits the required close out documentation, including, but not limited to, the project logs, daily reports, air monitoring reports, waste shipment records, and guarantees.

5. The OWNER reviews and accepts all closeout documentation.

End of Section 028213

APPENDIX A
FORMS

VISUAL INSPECTION FORM

Project Name: Three Oaks Public School Academy Project Number: 260222

Work Area Number:	

Initial Visual Inspection

Competent Person: I certify that I visually inspected the WORK Area (all surfaces including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, sheet plastic, etc.) and have found that all required ACM has been removed and the area to be visibly dry with no dust, debris or residue remaining.

Print Name	Signature	Time	Date

Environmental Consultant: I certify that I visually inspected the WORK Area (all surfaces including pipes, beams, ledges, walls, ceiling, floor, decontamination unit, sheet plastic, etc.) and have found that all required ACM has been removed and the area to be visibly dry with no dust, debris or residue remaining.

Print Name	Signature	Time	Date

Encapsulation

Competent Person:

Size of enclosure: sq.ft., product name of encapsulant used:

Amount used: gallons, Time application was complete: , date: .

Once all surfaces are visibly dry (minimum 1 hour after encapsulant has been applied) the CONTRACTOR shall remove all interior wall, ceiling, and floor protection. The CONTRACTOR shall ensure the negative pressure enclosure continues to maintain at least 4 air exchanges per hour and a minimum of -0.02 pressure differential with all critical barriers and air filtration devices operational.

Final Visual Inspection

Competent Person: I certify that I have visually inspected the WORK Area and have found all critical barriers to be intact, all AFD's are operational, all AFD pre-filters have been replaced, all secondary poly containments have been removed, the area to be visibly dry and clean with no dust, debris or residue remaining.

Pressure Differential Reading:_____. Number of AFD's:_____

Print Name	Signature	Time	Date

Environmental Consultant: I certify that I have visually inspected the WORK Area and have found all critical barriers to be intact, all AFD's are operational, all AFD pre-filters have been replaced, all secondary poly containments have been removed, the area to be visibly dry and clean with no dust, debris or residue remaining.

Pressure Differential Reading:_____. Number of AFD's:_____

Print Name	Signature	Time	Date

Clearance Testing

Clearance samples are to be collected by the Environmental Consultant (note all surfaces must be visibly dry and a minimum of 1 hour for PCM or 12 hours for TEM has passed since encapsulant has been applied).

Clearance Type:____ PCM, ____ TEM. Anticipated Start Time:_____ Date:_____

Laboratory Name: Laboratory turn around time: hours.

Tracking number: Date/Time clearance results are due: Time: , Date:

When will the CONTRACTOR return to re-clean or tear down work area:

Competent Person Initial: , Environmental Consultant initial:

Clearance results will be documented by the Environmental Consultant on the WORK Area Summary Form.

WASTE SHIPMENT RECORD

Owne

1. Work site name & address:
Three Oaks Public School Academy
1212 Kingsley Street
Muskegon, Michigan 49442

Owner's name & address:
Three Oaks Public School Academy
1212 Kingsley Street
Muskegon, Michigan 49442

Owner's telephone #:

Operator

2. Operator's (CONTRACTOR) name and address:

Operator's telephone #:

3. Waste disposal site (WDS) name, mailing address, and physical site location:

WDS telephone #:

4. Name and address of responsible agency:
NESHAP Asbestos Program, MDEGLE, AQD, P.O. Box 30260, Lansing, Michigan 48909, telephone number: 517-284-67777

5. Description of materials (R.Q. ASBESTOS, NA221, 9, P.G. III)		**6. Containers**		
Waste Profile #	**Description**	**No.**	**Type**	**7. Total Quantity (cubic yards)**

DM=metal drums/barrels, DP=plastic drums/barrels, DF=fiber drums/barrels, BA=6 mil plastic bags or wrapping

_____Friable; _____Non-friable; _____Both _____% friable _____% non-friable

8. Special handling instructions and additional information:

9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

_____ **Operator's Printed name** _____ **Title** _____ **Signature** _____ **Date**

_____ **Operator's Address** _____ **telephone number**

Transporter

10. Transporter 1 (acknowledgement of receipt of materials):

_____ **Transporter 1 Printed name** _____ **Title** _____ **Signature** _____ **Date**

_____ **Transporter 1 Address** _____ **telephone number**

11. Transporter 2 (acknowledgement of receipt of materials):

_____ **Transporter 2 Printed name** _____ **Title** _____ **Signature** _____ **Date**

_____ **Transporter 2 Address** _____ **telephone number**

Disposal Site

12. Discrepancy indication space:

13. Waste disposal site owner or operator: Certification of receipt of asbestos materials covered by this shipment record except as noted in item 12:

_____ **Printed name** _____ **Title** _____ **Signature** _____ **Date**

ASBESTOS ABATEMENT WORK PLAN

Project Name:
Three Oaks Public School Academy

Project Number:
260222

Table of Contents

1. Employee Qualifications
2. Performance Bond
3. Insurance Certificate
4. Safety Data Sheets
5. Written Respiratory Protection Plan
6. Onsite Waste Storage
7. Waste Transportation
8. Waste Disposal
9. Laboratory Information
10. SUBCONTRACTOR
11. Contingency Plan
12. Emergency Contact Numbers
13. 24-hour Contact Numbers
14. Written Directions to Nearest Hospital
15. In Case of a Power Outage
16. In Case of a Fire
17. In Case of an injury
18. Individual Work Area Plans

Three Oaks Public School Academy
Work Plan
Project No.: 260222
Date: October 26, 2026

1. **Employee Qualifications**

Name of Employee	Asbestos Accreditation Number
Attach list if more than 10 people will be assigned to this project.	

A copy of the following has paperwork has been submitted:

☐ **Training certificate** ☐ **State card**

2. ☐ **Performance Bond** ☐ **Not applicable**

3. ☐ **Insurance certificate** ☐ **Not applicable**

4. ☐ **Safety data Sheets (all products that will be onsite)** ☐ **Not applicable**

5. ☐ **Written Respiratory Protection Plan**

6. Onsite Waste Storage

☐ **All waste will be containerized by the end of each shift and staged on poly sheeting.**
☐ **All containerized waste will be placed in a fully enclosed dumpster.**
☐ **All containerized waste will be placed in an open top dumpster.**
☐ **All containerized waste will be placed in an enclosed truck/trailer to be transported by the CONTRACTOR to the disposal site.**

Waste will be containerized in:
☐ **double bagged** ☐ **fiber drums** ☐ **bladder bag** ☐ **other (describe below)**

7. Waste Transportation

Transporter 1 Name	
Address	
Telephone Number	
Transporter 2 Name	
Address	
Telephone Number	

8. Waste Disposal

Site Name	
Address	
Telephone Number	

9. Laboratory Information (personnel air samples)

Name of Person responsible for collecting samples:	
Name of company responsible for sample analysis:	

10. List of SUBCONTRACTOR

Company Name	Activity

11. Contingency Plan

(Post a copy at each decontamination entry point)

12. Emergency Contact numbers:

Ambulance	911
Fire	911
Police	911
Owner's Representative	
Consultant Representative	John Rehkopf 231-679-0005

13. List Your Company 24-hour Emergency Contact information:

Name	Telephone Number

14. Written Directions from the jobsite to the nearest Hospital:

15. In the event of a power outage:

16. In the event of a fire:

17. In the event of injury that requires medical treatment:

Work Area Description (complete one form for every regulated area)**:**

Work Area 1:

Name of the Competent Person Responsible for Area:

Name	**Cellular Phone Number**

Scope of work

☐ Attach quantities and drawing(s) from specifications (Include notes on AFD and decon placement).
☐ Attach addendum(s): how many_____.

Will a 10-Day notification be filed for this work?

	Yes	**No**
MDEGLE		

	Yes	**No**
MDLEO		

Sq.ft.	**Ln.ft.**	**Cu.ft.**

Engineering Controls & Equipment

☐ Negative Pressure Enclosure.	☐ HEPA vac decon station
☐ Critical Barriers over all openings.	☐ 3-stage shower decon
☐ 6 mil. Poly sheeting from floor to ceiling.	☐ Mechanical tile chipper
☐ 6 mil. Poly ceiling.	☐ Airless sprayer, how many?_____
☐ AFD's, how many?_	☐ PAPR respirators
☐ Floor grinders, how many?_____	☐ Temporary power panels. How many ____

Comments:

See attached drawing for work area setup including placement of decontamination chamber and air filtration machines.

Schedule

Work Days and Times

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Start Time							
Stop Time							

Task	**Date**	**# of Personnel onsite each day**
Mobilize to site		
Complete Setup		
Begin Removal		
Complete Removal and request Visual Inspection		
Apply Encapsulant		
Tear Down Enclosure		
Turn area back over to Owner		

SAMPLE CONTRACT

CONTRACT

This Contract ("Contract") is made on ("Effective Date"), between **Three Oaks Public School Academy**, a Michigan general powers school district ("OWNER"), whose address is 1212 Kingsley Street, Muskegon, Michigan 49442 and **Contractor To Be Selected**, a licensed asbestos abatement contractor ("Contractor"), whose address is _____. The OWNER and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The OWNER issued a request for bids through the Project Specifications titled Three Oaks Public School Academy dated _____ (collectively the "RFB"), the purpose of which was to solicit bids from qualified contractors to furnish to the OWNER all of the materials and labor required to complete the scope of work at located at Three Oaks Public School Academy, 1212 Kingsley Street, Muskegon Michigan 49442 identified in the RFB in accordance with the terms and conditions contained in the RFB and the Project Specifications attached thereto (the "Work").

B. In response to the RFB, the Contractor submitted to the OWNER a Bid dated December 11, 2026 , to perform the Work contemplated by the RFB.

C. The Parties have, in accordance with the provisions of the RFB, conducted negotiations concerning the Contractor's Bid to the RFB where necessary. The Contractor's Bid together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Exhibit A** (collectively referred to as the "Bid").

D. Pursuant to the terms of the RFB, the Contractor is required to enter into a written contract in accordance with the OWNER's written acceptance of its Bid.

E. The Parties agree that certain terms, conditions and provisions of the RFB and the Bid must be further clarified, and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFB, the Bid and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFB negotiation process do not correspond with the RFB and/or the Bid.

(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Attachments hereto;
2. The RFB, including the Project Specifications attached thereto; and
3. Contractor's Bid.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. Notwithstanding the foregoing, the RFB shall govern over any conflicting provisions related to safety, regulatory compliance, work practices, environmental controls, submittals, documentation, closeout requirements, and insurance. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Bid are not expressly accepted by the OWNER in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be substantially completed no later than_____, with final completion achieved no later the _____ All work shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) The following shall be considered a material breach of contract:

i. **Safety / Regulatory Noncompliance:** Unsafe work practices, job site hazards, or potential or actual regulatory violations that are not corrected immediately upon discovery, that create an imminent hazard, or that re-occur after being corrected.

ii. **Failure to Maintain Schedule:** Failure to maintain timely progress relative to the approved Work Schedule or Contract Time, including failure to staff the project adequately, failure to provide required supervision (including the Competent Person), or failure to achieve Substantial Completion within the required timeframe.

iii. **Nonconforming Work:** Work performed that is not in accordance with the PROJECT SPECIFICATIONS, the approved Work Plan, or applicable regulations, and which is not corrected promptly upon written notice from the OWNER.

iv. **Failure to Comply with Stop Work:** Failure to immediately comply with a Stop Work directive issued by the OWNER or ENVIRONMENTAL CONSULTANT due to safety concerns, potential regulatory noncompliance, containment failure, or elevated fiber concentrations outside of the regulated area.

v. **Failure to Maintain Required Documentation:** Failure to provide required submittals, daily reports, waste shipment documentation, employee credentials, notifications, or other documentation required under the Contract Documents in a timely manner.

(c) Notice and Opportunity to Cure

Except where immediate termination is justified due to an imminent hazard, regulatory violation, or refusal to comply with a Stop Work directive, the OWNER may provide written notice describing the breach and may allow the CONTRACTOR up to twenty-four (24) hours to begin corrective action and forty-eight (48) hours to achieve compliance, unless a shorter time period is required to protect safety, prevent contamination, or comply with regulatory requirements.

Termination and Remedies

If the CONTRACTOR fails to timely cure the breach to the OWNER's satisfaction, the OWNER may terminate the Contract in whole or in part, take possession of the work area(s), and procure labor, materials, equipment, and services necessary to complete the WORK by whatever method the OWNER deems expedient.

In the event of termination for cause, the OWNER may procure services similar to those terminated and the CONTRACTOR shall be liable to the OWNER for any **excess costs reasonably incurred**, including but not limited to:

i. Costs to complete the WORK through a replacement contractor;
ii. Extended environmental consulting, air monitoring, and project administration costs attributable to the CONTRACTOR's default;
iii. Regulatory fines, penalties, response costs, or corrective actions resulting from the CONTRACTOR's acts or omissions; and
iv. Reasonable costs incurred to secure the site, maintain containment, or protect building occupants and property.

The CONTRACTOR's refusal or failure to accept or perform WORK required under the Contract Documents shall be deemed an intentional act of default.

(d) Notwithstanding anything contained herein to the contrary, the OWNER may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

(e) This termination section of the Contract is intended to be consistent with Project Specification Section 1.13 (Termination for Breach).

3. WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of 1-year year(s) from completion of the Work.

4. INSURANCE

A. The Contractor shall procure and maintain, at its own expense, insurance coverage of the types and limits specified herein for the duration of the Work, including any warranty or correction period.

Insurance coverage shall be placed with insurers licensed to do business in the State of Michigan and rated A- or better by A.M. Best.

Compliance with these insurance requirements does not limit or replace the Contractor's obligations under the indemnification, defense, or liability provisions of the Contract Documents.

Minimum limits of insurance are as follows:

1. Workers' Compensation insurance as required by Michigan law.
2. Employer's Liability insurance. Minimum limits shall be:
   a. $1,000,000 each accident
   b. $1,000,000 disease—each employee
   c. $1,000,000 disease—policy limit

3. Commercial General Liability insurance written on an occurrence basis, including coverage for bodily injury, property damage, personal and advertising injury, and contractual liability. Coverage shall include:
   a. Independent contractors and subcontractors
   b. Broad-form contractual liability
   c. Premises and operations
   d. Products and completed operations

   Minimum limits shall be:
   i. $1,000,000 each occurrence
   ii. $2,000,000 general aggregate
   iii. $2,000,000 products/completed operations aggregate

4. Contractors Pollution Liability insurance written on an occurrence basis, or on a claims-made basis with a minimum three (3) year extended reporting period covering claims arising from pollution conditions, including asbestos, lead, mercury, PCB's, mold, fibers, dust, fumes, and other hazardous materials. Coverage shall include:
   a. On-site and off-site pollution conditions
   b. Cleanup costs
   c. Third-party bodily injury and property damage
   d. Defense costs outside or in addition to policy limits where commercially available
   e. Asbestos coverage shall not be excluded

   Minimum limits shall be:
   i. $4,000,000 each occurrence

ii. $4,000,000 general aggregate

5. Automobile Liability insurance covering owned, hired, and non-owned vehicles. Minimum limits shall be:
   a. $1,000,000 combined single limit per accident

6. Umbrella or Excess Liability insurance written on an occurrence basis, providing additional limits over Commercial General Liability and Employer's Liability policies. Minimum limits shall be:
   a. $4,000,000 per occurrence and aggregate

B. The following shall be named as Additional Insureds on the Contractor's Commercial General Liability, Pollution Liability, Automobile, and Umbrella policies for both ongoing and completed operations:

1. Three Oaks Public School Academy and its Board of Education, officers, employees, and agents; and
2. Northern Analytical Services, LLC., its officers, employees, and agents.

Additional insured coverage shall be provided on a primary and non-contributory basis with respect to any insurance maintained by the Owner or Environmental Consultant.

C. The Contractor shall furnish payment and performance bonds covering 100% of the Contactor's Compensation identified below. See MCL 129.201.

D. The Contractor waives all rights of subrogation against the Owner and the Environmental Consultant to the extent permitted by law.

E. Prior to commencement of the Work, the Contractor shall submit certificates of insurance and copies of additional insured endorsements evidencing compliance with these requirements.

F. Any deductible costs shall be the responsibility of the Contractor.

G. Failure to maintain required insurance shall constitute a material breach of contract.

H. All required insurance shall be maintained in full force and effect for the duration of the Work and any applicable warranty or correction period. The Contractor shall promptly notify the Owner and the Environmental Consultant in writing of any cancellation, non-renewal, or material reduction in required insurance coverage upon receipt of such notice. Failure to provide such notice shall not limit the Contractor's obligations under the Contract Documents.

No payment, including progress or partial payments, shall relieve the Contractor of responsibility for the Work or for damages arising from the Contractor's performance or non-performance. Casualties affecting the Work shall not relieve the Contractor of its obligations except as expressly provided elsewhere in the Contract Documents.

CONTRACTOR'S COMPENSATION

Based upon the OWNER's RFB and the Contractor's Bid, the OWNER shall pay the Contractor for its Work as follows:

The Contractor is not required to pay prevailing wage rates under this Contract.

$_____

5. MISCELLANEOUS

(a) **Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Copy To: Northern Analytical Services, LLC.
PO Box 1604
Big Rapids, Michigan 49307
Attn: John Rehkopf
Telephone: 231-679-0005
Fax: 866-214-4739
Email: john@northernas.com

If to the OWNER: Three Oaks Public School Academy
1212 Kingsley Street
Muskegon, Michigan 49442
Attn: Tiffany Wilhelm
Telephone: 616-785-8440
Email: tiffanywilhelm@choiceschools.com

(b) **Assignment.** This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) **Independent Contractor; No Joint Venture.** It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) **Modifications.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Muskegon County, Michigan.

(h) **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) **Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:	**OWNER:**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

APPENDIX B
SCHEDULE

APPENDIX B

PROJECT MILESTONE SCHEDULE

Three Oaks Public School Academy
1212 Kingsley Street, Muskegon, Michigan 49442
Project No. 260222

Milestone / Activity	Scheduled Date / Period
EGLE/LARA 10-day notification submitted	May 17, 2027 (Monday)
Preconstruction meeting	June 1, 2027 (Tuesday)
Unit A - Base Bid work	June 15-16, 2027
Unit A - Base Bid Substantial Completion	June 16, 2027 (Wednesday)
Unit B - Base Bid work	June 15-28, 2027
Unit B - Base Bid Substantial Completion	June 28, 2027 (Monday)
Add Alternates 1-4 work, if accepted	June 29-July 9, 2027
Add Alternates 1-4 Substantial Completion	July 9, 2027 (Friday)
Final Completion	August 23, 2027 (Monday)

SCHEDULE NOTES

- **Substantial Completion:** By each listed Substantial Completion deadline, all required asbestos abatement in the applicable Work Area shall be fully performed; all required visual inspections and air clearance testing shall have been successfully completed; and all containment, critical barriers, decontamination systems, and other engineering controls shall have been dismantled and removed. Post-teardown cleaning shall be complete, and the Work Area shall be suitable for reoccupancy. The deadline is for completion of clearance AND teardown, not merely readiness for clearance sampling. The CONTRACTOR shall allow sufficient time for inspections, sample collection, laboratory analysis, any required recleaning and retesting, teardown, and final cleaning. Only administrative closeout items and minor punch list items that do not affect regulatory compliance, life safety, reoccupancy, or the integrity of the completed abatement may remain outstanding.

- Work periods establish calendar windows and do not authorize weekend, holiday, or overtime work.

- The alternate work period includes the July 4 holiday and its July 5 observed date. Coordinate permitted working days with the OWNER.

- Final Completion is due 45 calendar days after July 9, 2027.

APPENDIX C
WAGE RATES

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Muskegon

Classification Name	Last Updated
Asbestos abatement worker or environmental remediation worker	**11/01/2025**

Wage Rates	Straight Time	Time and a Half	Double Time
Journeyman	$56.20	$73.24	$90.28
Apprentice: Trainee 600 hours +1 year	$43.12	$55.01	$66.90

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Muskegon

Classification Name			Last Updated
Electrician			**10/31/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$65.19	$92.68	$120.16
Apprentice: Level 1	$29.33	$39.01	$48.69
Apprentice: Level 2	$31.48	$42.24	$52.99
Apprentice: Level 3	$34.05	$46.22	$58.38
Apprentice: Level 4	$36.26	$49.53	$62.80
Apprentice: Level 5	$41.50	$57.40	$73.28
Apprentice: Level 6	$46.04	$64.21	$82.36
Apprentice: Level 7	$50.59	$71.04	$91.46

Four 10-hour days allowed? - Yes

Make Up Day Allowed? - Yes

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

Muskegon

Classification Name			Last Updated
Laborer, Common - Commercial			**12/19/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$46.24	$62.18	$78.11

Four 10-hour days allowed? - No

Make Up Day Allowed? - No

Prevailing Wage Rates for State Of Michigan Funded Projects

Official Rate Schedule

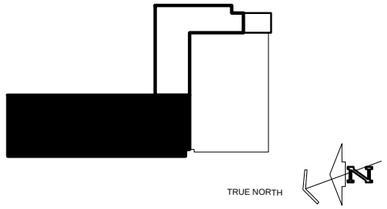
Muskegon

Classification Name			Last Updated
Laborer, Skilled - Commercial			**11/04/2025**
Wage Rates	**Straight Time**	**Time and a Half**	**Double Time**
Journeyman	$46.24	$62.18	$78.11

Four 10-hour days allowed? - No

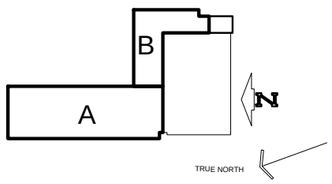
Make Up Day Allowed? - No

APPENDIX D
DRAWINGS



2nd Level Floor Plan





1st Level Floor Plan

* Rooms 136 and 137 located above the stage area.

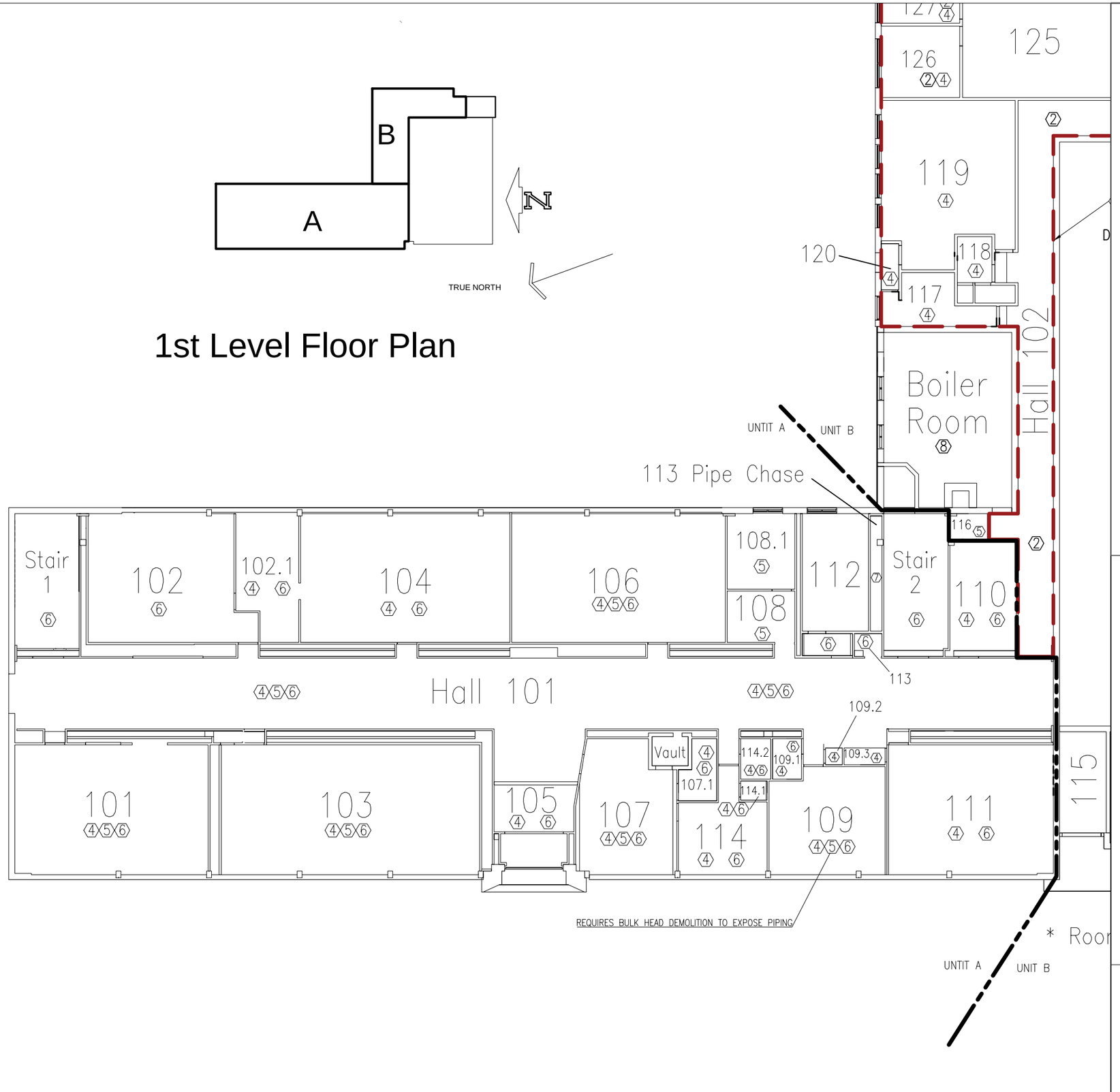
PROJECT DESIGNER:
NORTHERN ANALYTICAL SERVICES, LLC.
14870 225TH AVENUE
BIG RAPIDS, MICHIGAN 49307
PHONE: 231-679-0005
WWW.NORTHERNAS.COM

CLIENT:
THREE OAKS PUBLIC
SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

TITLE:
OVERVIEW
THREE OAKS PUBLIC
SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

DATE: 10/26/2026
PROJECT NUMBER: 260222
DESIGNED BY: JOHN REHKOPF
A16809

SHEET NUMBER:
AB-0

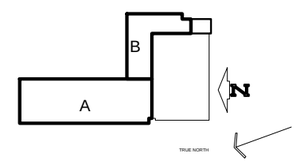


GENERAL NOTES

1. DRAWING IS DIAGRAMMATICAL ONLY. IT IS INTENDED TO SHOW THE GENERAL LAYOUT AND LIMITS OF THE WORK. BIDDER SHALL FIELD VERIFY EXISTING CONDITIONS AND OBTAIN MEASUREMENTS NECESSARY TO PREPARE THE BID.
2. ALL PAINTED/COATED SURFACES SHALL BE TREATED AS CONTAINING HEAVY METALS (E.G. LEAD, CADMIUM, CHROMIUM) AND HANDLED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS.
3. FLOORING MASTIC REMOVAL SHALL BE PERFORMED WITHIN A NEGATIVE PRESSURE ENCLOSURE (NPE), AS A FRIABLE ASBESTOS CONTAINING MATERIAL USING WET METHODS. CHEMICAL MASTIC REMOVERS SHALL NOT BE USED UNLESS EXPRESSLY PERMITTED ELSEWHERE IN THESE SPECIFICATIONS. WORK WILL NOT BE CONSIDERED COMPLETE UNTIL NO VISIBLE MASTIC REMAINS ON THE UNDERLYING FLOORING SURFACE; THIS INCLUDES ALONG EDGES, INSIDE CORNERS, AND AROUND FIXED OBJECTS, UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL SUPPLY, INSTALL AND MAINTAIN TEMPORARY POWER PANELS WITH GFCI PROTECTION FOR ALL WORK INSIDE A NPE. AIR FILTRATION DEVICES (AFD'S) USED TO GENERATE NEGATIVE PRESSURE SHALL NOT UTILIZE EXISTING ELECTRICAL OUTLETS.
5. AIR FILTRATION DEVICES (AFD) SHALL BE ROUTED TO THE EXTERIOR OF THE BUILDING. CONTRACTOR SHALL PROTECT ALL OPENINGS USED FOR EXHAUST ROUTING IN A WATERTIGHT AND SECURE MANNER THAT ALLOWS FOR CONTINUOUS OPERATION.
6. CONTRACTOR SHALL PROTECT EXISTING FINISHES AND MATERIALS THAT ARE TO REMAIN FROM DAMAGE, CONTAMINATION, AND CONTACT WITH ENCAPSULANT. PROTECTION SHALL INCLUDE POLY SHEETING AND SUPPORT/ATTACHMENT METHODS OF ADEQUATE DURABILITY TO MAINTAIN INTEGRITY FOR THE DURATION OF THE WORK (REPAIR OR REPLACE ANY TORN OR COMPROMISED BARRIERS IMMEDIATELY). POLY THICKNESS SHALL BE SELECTED BY THE CONTRACTOR BASED ON SITE CONDITIONS AND ABUSE POTENTIAL. FOR GUIDANCE ON CONTAINMENT INSTALLATION PRACTICES, SEE OSHA 29 CFR 1926.1101, APPENDIX F (NON-MANDATORY).
7. CONTRACTOR SHALL PROVIDE A MANOMETER TO CONTINUOUSLY VERIFY PRESSURE DIFFERENTIAL FOR EACH NPE.
8. CONTAINERS (DUMPSTERS, TRAILERS, AND/OR TRUCKS) USED FOR ASBESTOS WASTE HAULING OR STORAGE SHALL BE LEAK-TIGHT, SECURE, AND LABELED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS. USE ONLY FULLY ENCLOSED CONTAINERS PREVENT RELEASE OR UNAUTHORIZED ACCESS.
9. WHEN A HEPA VACUUM STATION IS UTILIZED INSTEAD OF A 3-STAGE DECONTAMINATION, THE HEPA VACUUM STATION SHALL INCLUDE, AT A MINIMUM, A SINGLE CHAMBER POLY LINED ROOM THAT IS ATTACHED TO THE WORK AREA WITH A DEDICATED HEPA VACUUM. ALL PERSONNEL SHALL ENTER/EXIT THROUGH THE HEPA VACUUM STATION.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, SEQUENCING, AND SAFETY. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND THESE PROJECT SPECIFICATIONS.

ABATEMENT NOTES

- (2) REMOVE FLOORING AS ACM, INCLUDING UNDERLYING ADHESIVES.
- (3) REMOVE PIPE INSULATION ABOVE CEILINGS AS ACM.
- (4) ADD ALTERNATE 1-REMOVE FLOORING AS ACM.
- (5) REMOVE PIPE INSULATION BELOW CEILINGS, REMOVE CEILING AT PIPE PENETRATION TO ALLOW FOR ABATEMENT APPROXIMATELY 12" ABOVE CEILING; APPLY BRIDGING ENCAPSULANT TO REMAINING EXPOSED PIPE INSULATION.
- (6) ADD ALTERNATE 2-REMOVE PIPE INSULATION FOUND ABOVE CEILINGS AS ACM USING GLOVE BAG METHODS. CEILING DEMOLITION TO BE PERFORMED BY OTHERS PRIOR TO ABATEMENT. THIS WILL REQUIRE A SECOND MOBILIZATION FOLLOWING ABATEMENT NOTE 5 AND CEILING DEMOLITION BY OTHERS.
- (7) ADD ALTERNATE 3-REMOVE PIPE INSULATION AND DEBRIS FROM PIPE CHASE AS ACM. CLEAN ALL SURFACES FOR ASBESTOS DEBRIS AND SETTLED FIBERS.
- (8) ADD ALTERNATE 4-REMOVE ALL NON-FIBERGLASS TYPE PIPE INSULATION AS ACM FROM BOILER ROOM USING GLOVE BAG METHODS.



1st Level Floor Plan

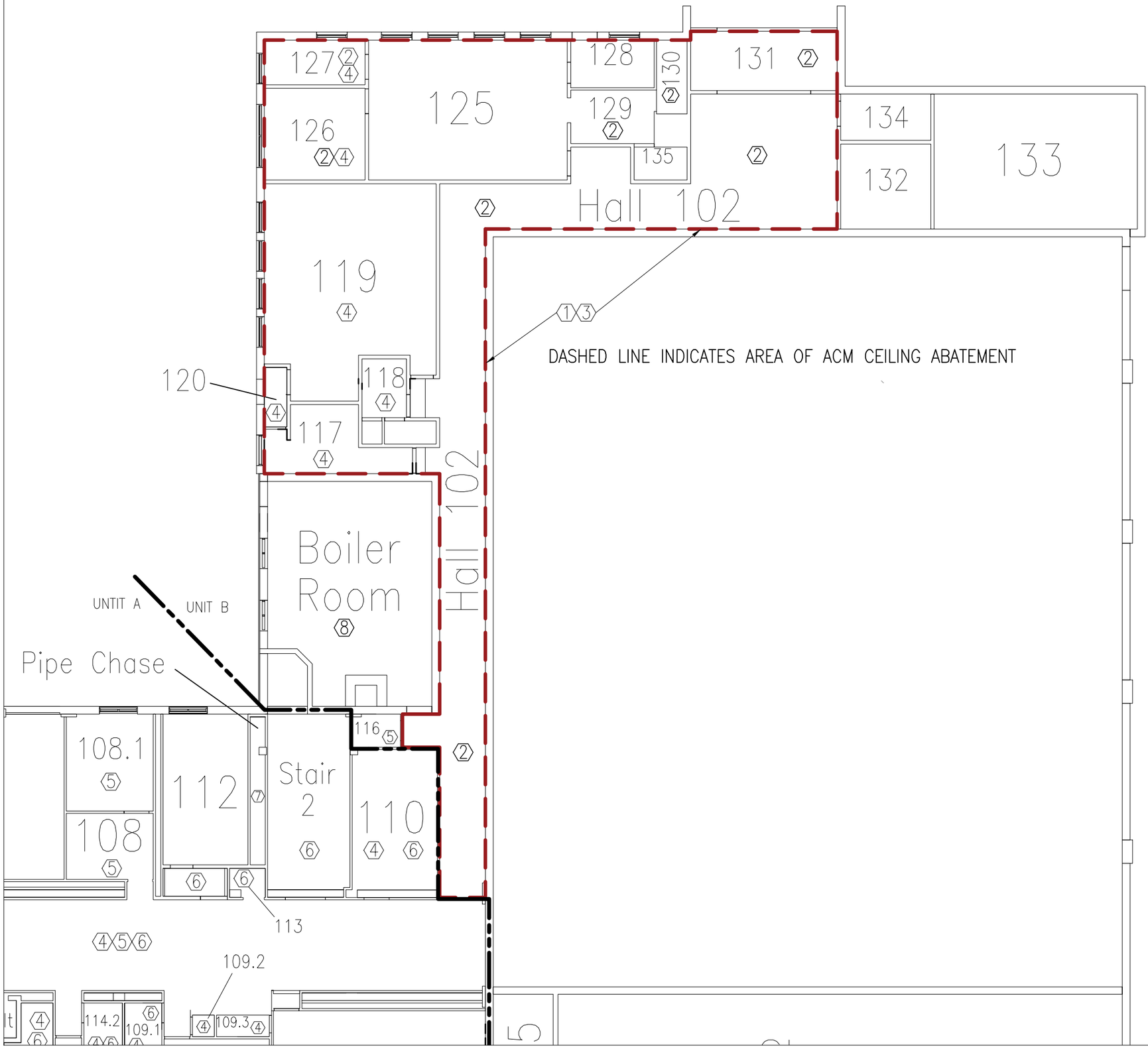
PROJECT DESIGNER:
NORTHERN ANALYTICAL SERVICES, LLC.
14870 225TH AVENUE
BIG RAPIDS, MICHIGAN 49307
PHONE: 231-679-0005
WWW.NORTHERNAS.COM

CLIENT:
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

TITLE:
1ST FLOOR UNIT A
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

DATE: 10/26/2026
PROJECT NUMBER: 260222
DESIGNED BY: JOHN REHKOPF A16809

SHEET NUMBER:
AB-1

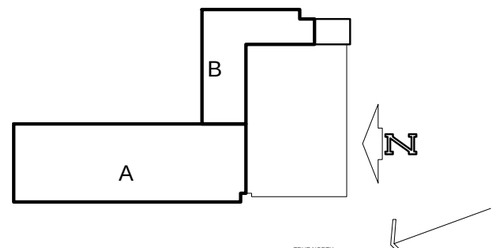


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ABATEMENT NOTES

1. REMOVE COMPLETE CEILING SYSTEM (INCLUDING LIGHTS, CEILING TILES, HANGERS, GLUE, PLASTER, AND GRID IRON), AND INSULATION AS ACM. WORK INCLUDES DE-ENERGIZING ELECTRICAL AND PROVIDING TEMPORARY LIGHTING FOR THIS WORK. PROTECT EXISTING FINISHES THAT ARE TO REMAIN.
2. REMOVE FLOORING AS ACM, INCLUDING UNDERLYING ADHESIVES.
3. REMOVE ALL PIPE INSULATION FOUND ABOVE ACM CEILINGS AS ACM.
4. ADD ALTERNATE 1-REMOVE FLOORING AS ACM.



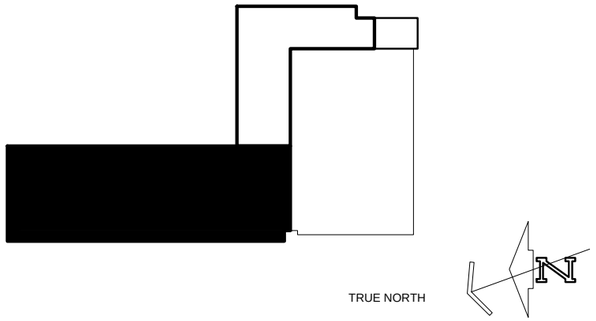
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CLIENT:
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1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

TITLE:
1ST FLOOR UNIT B
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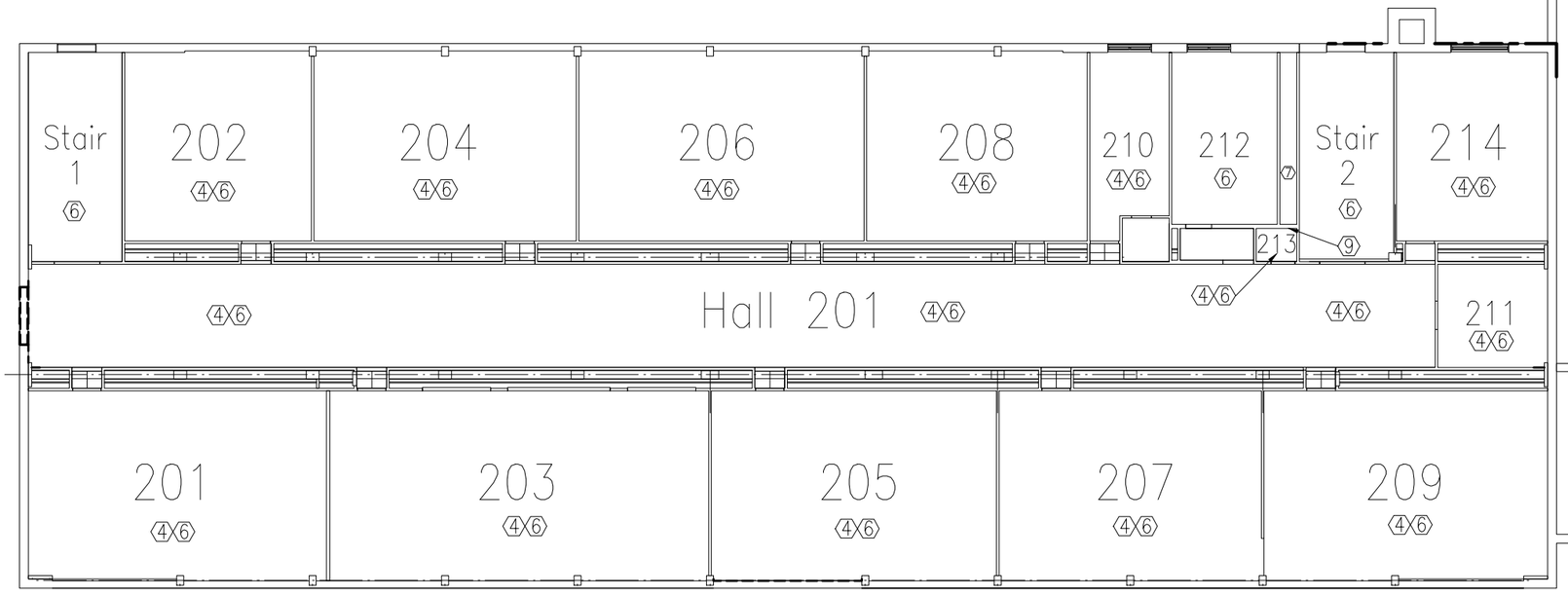
DATE: 10/26/2026
PROJECT NUMBER: 260222
DESIGNED BY: JOHN REHKOPF A16809

SHEET NUMBER:
AB-2



TRUE NORTH

2nd Level Floor Plan

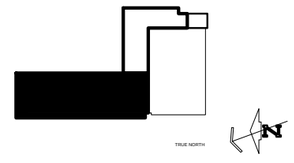


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ABATEMENT NOTES

- (4) ADD ALTERNATE 1-REMOVE FLOORING AS ACM.
- (6) ADD ALTERNATE 2-REMOVE PIPE INSULATION FOUND ABOVE CEILINGS AS ACM USING GLOVE BAG METHODS. CEILING DEMOLITION TO BE PERFORMED BY OTHERS PRIOR TO ABATEMENT. THIS WILL REQUIRE A SECOND MOBILIZATION FOLLOWING ABATEMENT NOTE 5 AND CEILING DEMOLITION BY OTHERS.
- (7) ADD ALTERNATE 3-REMOVE PIPE INSULATION AND DEBRIS FROM PIPE CHASE AS ACM. CLEAN ALL SURFACES FOR ASBESTOS DEBRIS AND SETTLED FIBERS.
- (9) REMOVE TRANSITE PANEL/CHASE DOOR AS ACM.



TRUE NORTH

2nd Level Floor Plan

PROJECT DESIGNER:
NORTHERN ANALYTICAL SERVICES, LLC.
14870 225TH AVENUE
BIG RAPIDS, MICHIGAN 49307
PHONE: 231-679-0005
WWW.NORTHERNAS.COM

CLIENT:
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

TITLE:
2ND FLOOR UNIT A
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

DATE: 10/26/2026
PROJECT NUMBER: 260222
DESIGNED BY: JOHN REHKOPF A16809

SHEET NUMBER:
AB-3

UNIT A-1ST FLOOR ESTIMATED QUANTITIES

Room Number	Pipe Insulation (ln.ft.)	ADD ALTERNATE WORK: Floor Tile & Mastic (sq.ft.)	Carpet & Mastic (sq.ft.)	Pipe Insulation In Pipe Chase (ln.ft.)	Carpet, Tile & Mastic (sq.ft.)	Pipe Insulation Exposed After Ceiling Demolition (ln.ft.)
101	15				750	100
102			620			100
102.1		250				50
103	45				1050	100
104			800			100
105			120			50
106			810			100
107	15				400	50
107.1		100				50
108			100			50
108.1			100			50
109			350			50
109.1			40			20
109.2			20			10
109.3			20			10
110		200				100
111	15				650	100
112	30					150
113						30
113 PC				160		
114			200			50
114.1		30				50
114.2		40				20
Vault		50				
Hall 101	30		2400			500
Stair 1						40
Stair 2						40
Totals	**150**	**670**	**5,580**	**160**	**2,850**	**1,970**

Unit B-Estimated Quantities

Room	Ceiling (sq.ft.)	Floor Tile & Mastic (sq.ft.)	Pipe Insulation (ln.ft.)	Add Alternates: Pipe Insulation (ln.ft.)	Add Alternates: Carpet and Mastic (sq.ft.)
Boiler Rm				200	
116			5		
117	130		75		130
118	80		10		
119	700		75		700
120	30		25		30
125	500		75		
126			50		170
127	100	100	50		
128	100		50		
129	100	100	20		
130	100	50	20		
131	200	200	50		
135	70		50		
Hall 102	1200	1200	250		
Totals	**3310**	**1650**	**805**	**200**	**1030**

UNIT A-2nd FLOOR ESTIMATED QUANTITIES

Room	Carpet, Floor Tile & Mastic (sq.ft.)	Carpet & Mastic (sq.ft.)	Pipe Insulation Exposed After Ceiling Demolition (ln.ft.)	Pipe Insulation in Chase (ln.ft.)	Transite Panel (sq.ft.)
201	750		100		
202		750	100		
203	1100		100		
204		700	100		
205	750		100		
206		700	100		
207		750	100		
208		700	100		
209		750	100		
210		250	40		
211	200		40		
212			150		
213			30	100	6
214	250		40		
Stair 1			40		
Stair 2			40		
Hall 201		2000	500		
Totals	**3050**	**6600**	**1780**	**100**	**6**

PROJECT DESIGNER:
NORTHERN ANALYTICAL SERVICES, LLC.
14870 225TH AVENUE
BIG RAPIDS, MICHIGAN 49307
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CLIENT:
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

TITLE:
ESTIMATED QUANTITIES
THREE OAKS PUBLIC SCHOOL ACADEMY
1212 KINGSLEY STREET
MUSKEGON, MICHIGAN 49442

DATE: 10/26/2026
PROJECT NUMBER: 260222
DESIGNED BY: JOHN REHKOPF A16809

SHEET NUMBER:
AB-4