SCOPE OF WORK 23-18-56 (18) Asbestos Abatement Rosedale Towers

PROJECT SCOPE OF WORK

The Kansas City Kansas Housing Authority is seeking qualified bids from Asbestos Abatement companies to bid on (select) asbestos abatement services on the 12th floor (11 units) at Rosedale Towers located at 2314W. 39th Street Kansas City, KS. Rosedale Towers is a elderly high-rise located in Kansas City, Kansas.

The Contractor is responsible for all asbestos containing/contaminated materials associated with the site. No monetary compensation or schedule changes will be made for the removal and disposal of asbestos containing and/or contaminated materials not identified in this document.

MISCELLANEOUS

- 1. Contractor is responsible for maintaining a safe work environment throughout the project.
- 2. Contractor is responsible for any additional costs for reinspection's of failed work areas
- 3 **REQUIRED NOTIFICATIONS** Send Written Notification as required by USEPA National Emission Standards for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contacts at least 10 days prior to beginning any work on asbestos containing materials. All applicable notifications to federal, state, and local agencies shall identify the project as a "demolition" project.

LOCAL CONDITIONS AFFECTING WORK Each bidder shall visit the site of the work and complete an in-depth site investigation to completely inform oneself relative to construction hazards and procedures, labor and all other conditions and factors, local and otherwise, which would affect procedure and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures, facilities, utilities, etc. and the availability and cost of labor, facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no financial or schedule adjustment for lack of such prior information. This opportunity will take place on October 4, 2023. At 9:00 a.m.

UTILITIES

Connection to any water and or electricity shall be coordinated with and approved by Owner or Owners Representative.

CLEANING UP

On completion of the work, the Contractor shall remove from the building site all construction materials and rubbish resulting from their work.

ASBESTOS DISPOSAL Contractor shall dispose of all asbestos containing and/or contaminated material in an EPA approved landfill in Nebraska. The Contractor will pay for the special waste permit as required by the Landfill. The Owner's asbestos containing material shall not be mixed with asbestos containing/contaminated waste generated by other entities. Manifests must reflect only material which was abated from the site. Products used for abatement are to be landfill approved with the Nebraska Department of Environmental Quality.

INSPECTION The Owner or Owners Representative shall be authorized to call the attention of the Contractor to any failure of the work or materials to conform to the provisions of the contract. The Owner or Owners Representative shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Owner or Owners Representative. Costs associated with suspension of work, including but not limited to the Owner, Owner's Third Party Contractor(s), and the Abatement Contractor shall be borne by the Abatement Contractor.

OCCUPANCY The Contractor must provide for the continuing access to various parts of the building by authorized individuals. Signs, screens, temporary curtains, etc. shall be provided if necessary to maintain the routine business operations of Owner within and around the Facility. The Owner will cooperate fully with the Contractor during the removal process. The Contractor shall schedule his operations so that conflict and disturbance will be kept to a minimum.

ADJOINING PREMISES The Contractor shall take precautions and use extreme care to avoid damage to any of the adjacent facilities, buildings and utilities and carry out any necessary temporary and/or permanent repairs for which he is legally liable.

DAMAGES INCURRED The Contractor will be assessed the cost of any and all additional consulting, inspection, testing and analytical services incurred by Owner. These costs may include but are not limited to the following:

- (1) For the cost of all management, labor and costs both direct and indirect to satisfactorily complete the project in excess of the number of work shifts identified by the Contractor on their proposal.
- (2) For all expenses incurred by Owner if the contractor fails to begin the project beyond the scheduled start date.
- (3) For all expenses incurred by Owner if the work is suspended do to the contractors actions and Owner's representative is on site.

FINAL PAYMENT Final payment will be held until all work is complete and required submittals are turned into the Owners or Owner's Representative. Substantial completion for asbestos removal is deemed once final air clearances have passed and/or a final inspection of site has been performed, if necessary.

If submittals are not received within 30 days of substantial completion, an additional penalty of \$100.00 per calendar day may be assessed.

SCOPE OF WORK: The work covered by this section includes furnishing all labor, equipment, materials, and transportation necessary for the proper and safe removal, handling, and disposal of asbestos-containing materials.

A. Quantities The contractor should verify amounts for bid purposes.

All non-friable asbestos containing material is to be removed and shall be abated as a non-friable project. No asbestos containing material will be left in-place during demolition without written authorization from the governing State Agency. If these materials are rendered friable during abatement, the contractor will be responsible for ALL costs associated with the proper handling of these materials as a regulated project and notification to the State Agency.

Work areas known to contain or not to contain asbestos have been identified in the scope of work. For any other areas suspected to contain asbestos which would be impacted by the work involved and are not identified on the plans and specifications, the Contractor shall notify the Owner's Representative who will secure bulk samples to be analyzed by an EPA approved laboratory. Any additional areas identified as Asbestos Containing Materials (ACM) (friable and non-friable) shall be approved for removal by Owner or Owners Representative. The Contractor shall receive written approval from the Owner or Owners Representative prior to proceeding with any additional work. All Resilient Floor Tile and Linoleum quantifications are based on one layer. Contractor should verify the quantities and number of layers. No monetary or scheduling changes will be made for multiple layers of these items not identified in this document. All quantities listed in the tables are estimates only. Contractor shall field verify the quantities for all asbestos containing materials identified. No change orders will be permitted for quantity changes.

- **B. CERTIFICATIONS AND LICENSE:** The Contractor shall be responsible in obtaining the license of the business entity and certifications of all personnel in accordance with the State regulations regarding the asbestos removal, handling, and disposal. The Owner requires all businesses and personnel be licensed and certified regardless of whether these items are required by the Federal, State or City regulatory agencies.
- **C.PROOF OF LICENSE AND CERTIFICATION**. The Contractor shall submit proof to the Owner or Owners Representative that they are licensed in Kansas prior to the start of the asbestos abatement project. The Contractor shall also submit proof that each employee who will be involved in this project is certified in Kansas in accordance with the above regulations and that proof of their certificates are submitted prior to the start of the project.
- **D. PROOF OF EMPLOYEE TRAINING**. Prior to the start of the asbestos abatement project, the Contractor shall submit proof to the Owner that:
- 1. Employees have been trained in accordance with the appropriate state regulations and as defined in all other applicable regulations.

- 2. The Competent Person, as defined in 29 CFR 1926.1101, will be continuously onsite during the asbestos abatement project.
- **1. AIR SAMPLING AND ANALYSIS.** All air monitoring and analysis, other than OSHA required sampling, shall be performed by a third party at the Owner expense. All costs associated with OSHA personnel air monitoring requirements shall be borne by the Contractor.
- **2. AIR MONITORING RESULTS.** Shall be reported within 24 hours after the completion of a sampling period with written results to be submitted within 5 working days. Test results shall indicate each sample's pump serial number, 8-hour time weighted average (TWA) fiber count, pump start time, pump stop time, date, pump flow rate, and exact location of where the sample was taken.
- **3. AIR MONITORING REQUIREMENTS**. Fiber counts shall be calculated for an 8-hour time weighted average (TWA) only for personal air monitoring not for area samples. The Contractor shall maintain results of air monitoring for 30 years in accordance with OSHA Standard 29 CFR 1926.1101. Test results shall include the names and signatures of the person(s) performing the air monitoring and the analyst who conducted the sample analysis.
- 4. TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION IN ASBESTOS ENCLOSURES. Check to see that negative pressure is being maintained at the start of each day of operation. Pressure Differential shall be continuously monitored and recorded throughout the duration of the asbestos abatement project. Monitoring records shall be signed by the Project Supervisor and submitted to Owner or Owners Representative at the beginning of the next working day in which the monitoring was conducted. The Contractor shall hold harmless the Owner or Owners Representative for any patent infringements and damages resulting from the Contractors use of the Negative Pressure System.
- **5. PROOF OF DISPOSAL**. Prior to the start of the asbestos abatement project, the Contractor shall submit a copy of the written notification that was sent to the disposal site operator/Owner of the intent to dispose of the asbestos-containing materials including the estimated quantity and the tentative date for disposal to the Owner or Owners Representative. Upon completion of the asbestos abatement project, the Contractor shall submit proof to the Owner or Owners Representative that all of the asbestos-containing materials have been disposed of in accordance with all applicable regulations. This will include acknowledgment from the disposal site operator/Owner in writing that the waste has been delivered in a manner and condition acceptable to the disposal site Operator/Owner.
- **6. PROJECT CLOSEOUT.** At the completion of all site work the Contractor shall submit all pertinent documents pertaining to the project. Submittal's should include, but not be limited to if applicable, the following items: project notification and amended notifications, contractor submittals, supervisor logs, containment 10 entry logs, change orders, notice of substantial completion and final project documentation, current asbestos worker certificates, asbestos worker release forms, asbestos contractor project job diary, and asbestos disposal receipts.