



OTWELL MAWBY, P.C.

CONSULTING ENGINEERS

**309 East Front Street
Traverse City, Michigan 49684
231.946.5200
Fax: 231.946.5216**

INVITATION TO BID

Date: March 7, 2022
To: Abatement Contractors
From: Otwell Mawby, P.C., James Jackson, Environmental Professional on behalf of
Benzie County Central Schools, C/o: Mr. Michael Zielinski, Director of Operations/ Maintenance
Subject: Request for Bids, Benzie County Central Schools, Benzie Central High/ Middle School Building,
9300 Homestead Rd. Benzonia, MI 49616
Asbestos Abatement

On behalf of Benzie County Central Schools (Owner), Otwell Mawby, P.C. invites a bid from your firm for abatement of asbestos containing floor tile, fire doors, pipe fittings, and a vibration dampener at the Benzie Central High/ Middle School Building, located at 9300 Homestead Road in Benzonia, Michigan, as detailed in the attached specifications.

Attached to this letter is a Request for Bid, Bid Form, Project Specifications, Sample Contract and additional materials to provide your firm with sufficient information to prepare and submit a bid for potential contract award.

The Owner reserves the right to consider proposals or modifications received at any time before the award is made, if such action is in the best interest of the Owner. The Owner also reserves the right to reject any and all bids received as a result of this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Owner. The Owner does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

Bid bonds or a cashier's check shall accompany each bid made payable to the Owner in an amount not less than five percent (5%) of the base bid as a guarantee. The project will also require a Labor and Material Payment Bond from the successful bidder for one hundred percent (100%) of the Base Bid amount.

A **MANDATORY** pre-bid meeting will be held at **4:00 p.m. EST on Monday, March 28, 2022** at the Benzie County Central Schools, Benzie Central High School Building, located at 9300 Homestead Road in Benzonia, Michigan. Attendees are requested to meet at the main entrance to the building. Questions are being accepted until 1:00 pm EST on April 4, 2022. The completed Bid Form and attachments will be required to be submitted in hard copy format no later than **1:00 p.m. EST on Monday, April 11, 2022**. The completed Bid Form and attachments must be submitted in a sealed envelope with a complete electronic copy in pdf format to:

Questions to:
Otwell Mawby, P.C.
C/o: James Jackson
309 East Front Street, Traverse City, MI 49684
231-946-5200, jjackson@otwellmawby.com

Bid Submittal to:
Benzie County Central Schools
C/o Mr. Michael Zielinski, 309 East Front Street, 309
Director of Operations/ Maintenance
9300 Homestead Road, P.O. Box 240
Benzonia, MI 49616
231-645-8429, zielinskim@benzieschools.net

Attachments:
Bid Form
Familial Relationship Disclosure Statement
Iran Business Relationship Affidavit
Sample Contract
Project Specifications
Asbestos 3-Year Reinspection Report (2019)
Project Drawing

CONTRACTOR'S PRICE SHEET/BID PROPOSAL FORM

**BENZIE COUNTY CENTRAL SCHOOLS
BENZIE CENTRAL HIGH/ MIDDLE SCHOOL BUILDING
ASBESTOS ABATEMENT**

Project: Asbestos Abatement
Benzie County Central Schools
Benzie Central High/ Middle School Building
9300 Homestead Road, Benzonia, Michigan 49616

Deadline for Receipt of Bids/ Proposals: Monday, April 11, 2022, 1:00 PM EDT

Submission and Receipt of Proposal: In order to receive consideration, the proposal must be received prior to the deadline above. No proposals will be accepted after the time specified as the deadline for receipt of proposals. Benzie County Central Schools reserves the right to postpone the proposal deadline for its own convenience. Proposals shall be mailed in a hard copy format, in a sealed envelope, with a complete electronic copy in pdf format, inclusive of all required bidding documents to:

Bid Submittal to:

Benzie County Central Schools
C/o Mr. Michael Zielinski, Director of Operations/ Maintenance
9300 Homestead Road
PO Box 240
Benzonia, MI 49616

From Bidder/Contractor:

Firm Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Fax: _____

Cell: _____

Email: _____

The undersigned (BIDDER/CONTRACTOR), having familiarized itself with all location conditions to be encountered affecting the cost of the Work and having examined the contract documents, does hereby propose to perform all services required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the contract work required in connection with this project and include all money allowance as called for in the specifications.

BASE BID

The undersigned hereby proposes to conduct asbestos abatement as called for in the specifications for the Project for the lump sum of

_____ (amount in words)

\$ _____ (amount in figures)

Item No.	Description	Total
1	Mobilization and Administration	
2	Asbestos Abatement to Include: 3,000-ft ² of Ceiling Plaster 360-ft ² of Transite Wall Board (63) Pipe Fittings, Includes 4 Roof Drains	
3	Block Wall Demolition and Cleanup of Debris to Determine the Potential Presence of Potential Asbestos Containing Pipe Insulation/ Fittings	
4	Demobilization and Project Closeout	
	TOTAL	

ADDITIONAL WORK

Completion of abatement of identified asbestos containing pipe insulation and/ or pipe fittings within the block wall cavities that are discovered as a result of block wall demolition (Bid Item #3). The unit rate for abatement completion is as follows:

Cost Per Fitting For Abatement \$ _____

Cost Per Linear Foot of Pipe Insulation For Abatement \$ _____

DEDUCT

No deducts are anticipated at this time.

SPECIAL TERMS AND CONDITIONS

The undersigned has attached all special terms and conditions which would be contingent upon entering into a contract.

BID BOND

Accompanying this Bid is a Bid Bond made payable to the Owner in an amount not less than five percent (5%) of the Base Bid amount as a guarantee. The project will also require a Labor and Material Payment Bond from the successful bidder for one hundred percent (100%) of the Base Bid amount.

PROOF OF BONDABILITY

Accompanying this Bid is a letter from Surety, licensed to do business in the State of Michigan, stating that Bidder is able to obtain Performance Bonds, and Labor and Material Payment Bonds, for one hundred percent (100%) of the Base Bid amount.

BONDING COST

At the OWNER's option, Bonds will be furnished at an increase to the Base Bid sum as follows:

A. Bid Payment Bond Add (\$ _____)

B. Labor and Material Payment Bond Add (\$ _____)

ACKNOWLEDGMENTS

The undersigned acknowledges that: The Bidder/Contractor has received the Bid Form, the Bid Request, and Specifications, and further acknowledges that the Bidder/Contractor has received the following addenda issued thereto and has incorporated their provisions in the bid:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The bid documents have been read and carefully examined; the Bidder/Contractor fully understands and has correlated its observations with the requirements of the bidding documents.

The Bidder/Contractor has reviewed the draft Contract Agreement and is willing to execute the draft Contract Agreement as written; or if not willing to execute the agreement as written, has attached to its Bid requested changes to the Contract Agreement.

The Bidder/Contractor has visited the site, has familiarized itself with the local conditions under which the work is to be performed and has correlated its observations with the requirements of the proposed contract documents.

The bid is based upon the materials, systems, and equipment required by the bid documents and any exceptions have been fully explained.

The Bid Form has not been altered in any way, except to provide requested information in the spaces provided.

FEES FOR HANDLING ADDITIONAL WORK

For additional work to be performed, upon instruction of the Owner, by the undersigned or subcontractors of the undersigned, the undersigned agrees to add to the subcontractor's sums for such additional work, a fee of _____ percent (_____%), which fee includes all the charges of the undersigned for overhead and profit.

The undersigned agrees that each proposal covering extra work shall be accompanied with complete itemized material and labor breakdown.

For all revisions involving the deletion (after award) of contract work, the undersigned agrees that full credit for material and labor costs shall be given the Owner for such deleted work. The undersigned further agrees that any credit will include any factor reflecting undersigned's overhead or profit.

NEGOTIATION

The undersigned agrees that should the overall costs of this project exceed the funds available, after designation as the successful Bidder/Contractor, the Bidder/Contractor will be willing to negotiate with the Owner for the purpose of making reductions in the contract work. The contractor shall agree to give full credit for all such deductions in the work requested by the Owner, including full value for labor, material and subcontract work, and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon contract price.

CONTRACT PERIOD

If awarded the contract, the undersigned agrees that the contract period will begin upon authorization of by the Owner, with execution of the project activities commencing no earlier than June 20, 2022 and completion of the onsite activities no later than July 8, 2022, unless adjusted by contract modification. The contract period may be adjusted, but the Contractor will be obligated to meet the timeframe for Contractor performance provided in the Specifications.

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The undersigned submits the "Subcontractors Listing" below, listing proposed subcontractors for any portions of the work to be subcontracted and the amounts of their sub-bids.

Proposed Subcontractor _____
_____ \$ _____
(amount in words) (amount in figures)

Proposed Subcontractor _____
_____ \$ _____
(amount in words) (amount in figures)

Proposed Subcontractor _____
_____ \$ _____
(amount in words) (amount in figures)

The undersigned agrees to be responsible for the work, materials, equipment, and supplies furnished by each subcontractor.

Waivers of lien will be required from all subcontractors, if applicable, at the time of final bill submission.

PRIOR PROJECT CONTACTS

The following are project contacts for the most recent three similar projects:

Name: _____ Phone: _____

Company: _____ Email: _____

Name: _____ Phone: _____

Company: _____ Email: _____

Name: _____ Phone: _____

Company: _____ Email: _____

AGREEMENTS

In submitting this bid, the undersigned agrees:

1. To hold its bid open for 60 consecutive calendar days from the bid due date.
2. To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and to furnish required submittals within two (2) days of notification of selection of contract for the work.
3. To perform the work in accord with the proposed contract documents and to perform said work within the time period stipulated in the bid.

Familial Relationship Disclosure Statement

Important: This disclosure must be included with your bid as required by state law.

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Benzie County Central Schools Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement.

The undersigned, **the owner or authorized officer of:**

_____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the Benzie County Central Schools invitation to bid, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company and any member of the Benzie County Central Schools Board of Education or the Superintendent of Schools. **If such a relationship exists, please explain: (Listing of names follows or “None” of no such relationship exists.)**

By: _____ **(Bidder’s Signature)**

Name: _____ **(Type or Print)**

Date: _____

Subscribed and Sworn to Before Me:

This _____ **day of** _____, _____ **A.D., in and for the County of**

_____, **State of** _____.

My commission expires _____.

Signature of Notary

Iran Business Relationship Affidavit

Important: This disclosure must be included with your bid as required by state law.

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and included at the time of submission.

Certification

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business" as the term is defined in the Act.

Signature

Title

Company

Date

Subscribed and Sworn to Before Me:

This _____ day of _____, _____ A.D., in and for the County of _____, State of _____.

My commission expires _____.

Signature of Notary

CONTRACT AGREEMENT

THIS AGREEMENT, effective this _____ day of _____ 2022, entered into by and between Benzie County Central Schools, located at 9300 Homestead Road, P.O. Box 240 Benzonia, MI 49616 (hereinafter referred to as the “OWNER”), and _____, a Michigan Corporation with offices located at _____ (hereinafter referred to as the “CONTRACTOR”). OWNER and/or CONTRACTOR are sometimes referred to herein as a “Party” or the “Parties.”

WITNESS THAT:

WHEREAS the OWNER wishes to retain the CONTRACTOR to perform work required by the OWNER and,

WHEREAS, the CONTRACTOR is willing to undertake the performance of such work in accordance with the terms and conditions hereinafter set forth,

NOW THEREFORE the parties hereby agree as follows:

ARTICLE 1 - THE WORK

- 1.1 The CONTRACTOR shall provide all labor, materials, tools, equipment, machinery, and other items and services necessary to properly perform the work as set forth in Appendix A, Request for Bids for asbestos abatement, which represents the Statement of Work, (hereinafter referred to as the “Work”), at the location or locations specified therein.
- 1.2 The Work shall be carried out in accordance with this Agreement in a diligent, on time and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 **Documents:** The documents listed in Sections 2.2.1 through 2.2.3 together with Appendix A and any modifications issued in accordance with Article 11 of this Agreement constitute the “Statement of Work” (Work), are “Contract Documents,” and are herein incorporated as an integral part of this Agreement. Where the CONTRACTOR’s Proposal is attached as part of the Statement of Work, it is attached for a description of the work and detailed information concerning the cost of the Work as set forth in Article 4.1 of this Agreement only. Any terms and conditions set forth in the CONTRACTOR’s Proposal which vary or contradict this Agreement are void. Any terms or conditions on any forms subsequently used by either party in the administration of this Agreement are, at the discretion of the OWNER, voidable and shall not act to supplement or replace the terms or conditions of this Agreement unless such terms or conditions are specifically approved in a writing signed by OWNER’s chief executive officer and such writing is signed and dated subsequent to the effective date of this Agreement.

2.2 **Precedence:** In the event of any conflict or inconsistency between any of the Contract Documents and the primary text of this Agreement, the following order of precedence shall prevail:

2.2.1 The primary text of this Agreement;

2.2.2 Appendix A – Request for Bids, Benzie County Central Schools, Benzie Central High/Middle School Building, 9300 Homestead Rd. Benzonia, MI 49616, Asbestos Abatement, dated, March 7, 2022;

2.2.3 Appendix B – _____ Bid, dated _____, 2022.

ARTICLE 3 - CONTRACT TIME

3.1 **Schedule:** The CONTRACTOR shall accomplish the work called for in the Statement of Work. Work shall begin not earlier than the effective date of this Agreement. Access to complete onsite activities cannot commence prior to June 20, 2022, unless adjusted by a modification or terminated as provided herein. All Work shall be fully completed no later than July 8, 2022, unless adjusted by modification. Onsite activities must be completed in coordination with the OWNER.

3.2 **Delays:** Neither Party shall be liable to the other for delays or failure to perform caused by circumstances beyond that Party's control, and without that Party's fault or neglect, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or failure to act of OWNER, site inaccessibility, or inability of others to obtain material, labor, equipment, or transportation, provided, and only to the extent, such delays are not the result of the fault or neglect of the party claiming relief under this Article 3.2. Should any of the above occur, then the date for Completion or any other milestone date shall be adjusted for such delay in accordance with Article 11, provided where the CONTRACTOR is claiming delay, the CONTRACTOR reports the delay and the detailed facts and reasons therefor to the OWNER within a reasonable time after CONTRACTOR discovered or should have discovered the facts giving rise to the delay.

ARTICLE 4 - CONTRACT PRICE

4.1 **Consideration:** In consideration for undertaking this Work, the OWNER shall pay to the CONTRACTOR the sum of \$ _____, in payments as determined allowable by the OWNER in accordance with the payment provisions of the Contract Documents. Additional work, if required and authorized, will be performed at a lump sum price agreed upon in an advanced writing signed by the chief executive officer of the OWNER and an authorized agent of CONTRACTOR.

ARTICLE 5 - PAYMENT PROVISIONS

5.1 **Payment:** Payment will be made for services received and accepted in accordance with the terms and conditions of this Agreement. The CONTRACTOR will be paid in one sum at the completion of the Work, as determined by the OWNER's project manager, and receipt and approval of an invoice detailing the Work. One hundred percent of the contract price for the Work completed and accepted may be paid, subject to the limitations of the General Conditions or Modifications to General Conditions. Payment to the CONTRACTOR will be made within 60 days after the receipt of the invoice for the Work and approval by the project manager.

No extra payment will be made to the CONTRACTOR for any expenses or delays caused by revision of inadequate submittals, lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents, shall be incurred solely by the CONTRACTOR.

The Invoice shall be prepared and submitted to the OWNER in the manner and format specified in Article 5.3 and other applicable provisions of the Contract Documents.

5.2 **Retention:** OWNER may retain from payments due the CONTRACTOR an amount OWNER deems sufficient to cover any claim or potential claim from a third party related to the CONTRACTOR's performance under this Agreement.

5.3 **Invoicing Instructions:** The CONTRACTOR will submit invoices that clearly indicate the name and address of the CONTRACTOR, the invoice date, Contract number, name and address of CONTRACTOR official to whom payment is to be sent, description of services performed and costs related thereto completed under this Agreement. Each copy of the invoice shall contain the following certification signed by an appropriate person of CONTRACTOR's organization: *"I certify that all expenditures reported (or payments requested) are for appropriate purposes; are correct and just in accordance with the terms of the Agreement and that payment has not been received."* Invoices shall be submitted to the OWNER in duplicate **with a Waiver and Release Upon Progress Payment from each sub-tier CONTRACTOR and materialman for whom payment is being sought. If the Waiver and Release provided is conditional, OWNER reserves the right to pay the Sub-tier CONTRACTOR directly or pay CONTRACTOR with a two-party check.** Invoices shall be addressed as follows:

Invoices to: Mr. Michael Zielinski, Director of Operations/ Maintenance
Benzie County Central Schools (the "OWNER")
9300 Homestead Road
P.O. Box 240
Benzonia, MI 49616
zielinskim@benzieschools.net

With a duplicate copy to:

James Jackson, Environmental Professional
Otwell Mawby, P.C. (the "CONSULTANT")
309 E. Front Street
Traverse City, Michigan 49684
jjackson@otwellmawby.com

5.5 **Final Invoice:** With the request for final payment, the CONTRACTOR shall furnish satisfactory proof that all outstanding bills incurred by CONTRACTOR for materials and labor furnished under this Agreement have been paid and provide a legally effective **Waiver and Release Upon Final Payment from CONTRACTOR and each sub-tier CONTRACTOR and materialman utilized on the Work. If the Waiver and Release provided is conditional, OWNER reserves the right to pay the Sub-tier CONTRACTOR directly or pay CONTRACTOR with a two-party check.** Notwithstanding any other provision in this Agreement to the contrary, CONTRACTOR is required to submit the **final invoice under this Agreement not later than forty-five (45) days after completion of the Work.** Any invoices received after that time will not be paid by the OWNER. No new claims for additional compensation will be considered after submittal of the final invoice.

- 5.6 **Back Charges:** Any amounts paid by the OWNER which the CONTRACTOR is obligated to pay pursuant to this Agreement or otherwise will be promptly reimbursed to OWNER by the CONTRACTOR together with (i) attorney's fees, if any, and (ii) annual interest at 15%, if allowed by law, otherwise at the highest rate allowed by law. If not reimbursed, OWNER may deduct such amount (with attorney's fees and interest as above provided) from any amounts then or thereafter due CONTRACTOR under this or other Agreement with the CONTRACTOR. These rights of reimbursement and deduction are in addition to OWNER's right to indemnity pursuant to Article 8, and any other right pursuant to law.

ARTICLE 6 - AVAILABILITY OF LANDS

- 6.1 **OWNER Furnished Lands:** The OWNER will furnish the lands upon which the Work is to be performed, rights-of-way for access thereto and lands designated for temporary use during construction. Easements, if required for permanent structures or permanent changes in existing facilities, will be provided by the OWNER. The OWNER will allocate the land provided by the OWNER for temporary use during construction by CONTRACTOR. The OWNER will provide access approval from lands not owned by or under the control of the OWNER to conduct the necessary work.
- 6.2 **CONTRACTOR Furnished Lands:** The CONTRACTOR will be responsible to provide at its cost any temporary lands, easements, or access not provided by the OWNER, that the CONTRACTOR may deem necessary to carry out the Work.

ARTICLE 7 - RISK ALLOCATION

- 7.1 **Insurance:** The CONTRACTOR shall indemnify, defend and save OWNER harmless from and against any cost, liability or expense, including actual reasonable attorney fees and expenses resulting from any fault or neglect by CONTRACTOR, which arise under or in connection with the CONTRACTOR's obligations pursuant to this Agreement, but not if OWNER is the sole negligent or at fault party. The CONTRACTOR shall purchase and maintain through the course of the Work such insurance as will protect the CONTRACTOR and OWNER (who shall be a named insured under the policy or policies of CONTRACTOR) from all claims which may arise out of or result from operations hereunder (whether by the CONTRACTOR itself, any sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable), including, without limitation: claims under Worker's Compensation; disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims for damages which are sustained by any person as a result of the actions of the CONTRACTOR; claims for violation or infringement of Intellectual Property Rights; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- 7.1.1 **Coverage:** Minimum insurance requirements are:

7.1.1.1 **COMPREHENSIVE GENERAL LIABILITY.** CONTRACTOR shall provide certificates of insurance to the OWNER which prove the foregoing coverages for not less than \$1,000,000 per occurrence for Comprehensive General Liability and Property Damage. The Comprehensive General Liability and Property Damage certificate shall name the OWNER and CONSULTANT, and its officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day

written Notice of Cancellation to OWNER. The insurance must cover the work activities to be completed.

7.1.1.2 **AUTOMOBILE LIABILITY.** CONTRACTOR shall obtain and provide the OWNER with proof of Automobile Liability Insurance naming the OWNER and CONSULTANT as additional insured, which includes coverage that complies with the requirements of the Michigan No-Fault Law, coverage for owned, hired, and non-owned vehicles; and residual liability coverage with a combined single limit of at least \$1,000,000 per occurrence for both Bodily Injury and Property Damage.

7.1.1.3 **WORKERS' COMPENSATION.** CONTRACTOR shall carry and provide OWNER with proof of Workers' Compensation Insurance in compliance with Michigan Law.

7.1.1.4 **POLLUTION LIABILITY:** CONTRACTOR shall carry and provide the OWNER and the CONSULTANT with proof of pollution liability insurance in the amount of not less than \$1,000,000 per occurrence. Both the OWNER and the CONSULTANT, and their officers, employees, agents and representatives shall be named as additionally insured, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation.

7.1.2 **Certificates:** Prior to beginning Work, Certificates of insurance shall be furnished by the CONTRACTOR evidencing that the coverage is in effect and will continue to be in effect throughout the performance of the Work and will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the OWNER. The insurance coverage at 7.1.1.1 through 7.1.1.4 above shall name OWNER, its employees, officers, and directors as additional insured with respect to the Work to be provided under this Agreement. The insurance provided by CONTRACTOR is primary with respect to the interests of the OWNER and any other insurance acquired or maintained by them. OWNER's insurance shall be excess and non-contributory.

7.1.3 **Sub-tier Contractors:** The CONTRACTOR agrees to flow down these insurance requirements to all Sub-tier Subcontractors and contractors that provide any services or work.

7.2 **Indemnification:** The CONTRACTOR shall defend, indemnify, and hold harmless the OWNER, and its agents, officers, directors, and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the CONTRACTOR, its officers, agents, employees, Sub-tier contractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage.

7.3 **Intellectual Property Rights:** The CONTRACTOR warrants that it is not aware of any copyright, patent, trademark, trade secret, or other proprietary right that it might infringe upon in providing the work required under this Agreement. The CONTRACTOR shall indemnify and save the OWNER harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the CONTRACTOR under this agreement.

- 7.4 **Time of Essence:** OWNER and CONTRACTOR recognize that time is of the essence with respect to the performance of this Agreement and there is potential for financial loss by OWNER in the event that the CONTRACTOR fails to complete the Work within the time specified in article 3.1. Therefore, CONTRACTOR agrees to pay OWNER for all expenses arising from the failure to complete the work within the time allocated including, but not limited to, additional OWNER expenses for engineering services, technical services, inspection, and administration costs; additional costs to other contractors or consultants caused by the delay and charges from the OWNER, including any liquidated damages for which the OWNER may be liable resulting from CONTRACTOR's failure to complete the Work as provided herein and/or breach of this Agreement.
- 7.5 **Liquidated Damages:** Because the Parties agree that computation of pecuniary damages to OWNER in the event of a breach or default by CONTRACTOR may be difficult or impracticable to ascertain, the OWNER shall have the right, at its election, to receive liquidated damages in the amount of \$500.00 per calendar day for CONTRACTOR's failure to comply with the conditions of award, including failure to complete the Work within the time specified in this Agreement. This sum may be deducted from the CONTRACTOR's payment for labor or materials otherwise due, and without limiting any other rights of OWNER as provided by law to collect damages. No premium will be awarded to the CONTRACTOR for delivery/performance in advance of the specified time.

ARTICLE 8 – CONTRACTOR'S RESPONSIBILITIES

- 8.1 **Employees of the CONTRACTOR:** The CONTRACTOR shall be subject to and operate under all applicable Federal and State laws regarding employers' liability, worker's compensation, Federal social security, and unemployment compensation insurance; and the CONTRACTOR expressly agrees that it is an independent CONTRACTOR and its employees engaged in the Work are not and shall not be treated or considered employees of the OWNER.
- 8.2 **Safety:** In performing the Work, the CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. The CONTRACTOR shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of Work, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying appropriate OWNER personnel on-site as well as adjacent property owners. Any lost-time injuries or accidents involving significant property damage will be reported to OWNER immediately.
- 8.3 **Proprietary Information:** The CONTRACTOR shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than the OWNER, either during or after the term of this Agreement or afterwards, any secret, confidential or proprietary information of the OWNER, whether relating to the Work performed hereunder or to the business and affairs of the OWNER. Such information shall include, without limitation, OWNER manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of the OWNER unless disclosure is required by law, in which case notification of the request for such information shall be provided to the OWNER promptly and in any event at least 5 days prior to release. Information provided to OWNER by the CONTRACTOR and identified in writing as confidential and/or proprietary shall be similarly treated by the OWNER.

- 8.4 **Publications:** The CONTRACTOR shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the OWNER's chief executive officer.
- 8.5 **Technical Data:** All evaluations, reports, records, and other work product produced by the CONTRACTOR pursuant to this Agreement shall be considered proprietary technical data belonging to the OWNER, all of which is hereby assigned to OWNER, and shall be subject to the provisions of Article 7.3.
- 8.6 **Permits and Licenses:** Except as specifically otherwise provided by the Contract Documents, the CONTRACTOR has or will have, prior to the commencement of any Work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the CONTRACTOR to perform the services required hereunder. All fees for securing the permits and licenses shall be paid by the Contractor.
- 8.7 **Michigan Right-To-Know:** CONTRACTOR and all sub-tier contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80, which requires employers to: 1) develop a communication program devised 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.

ARTICLE 9 - WORK BY OTHERS

- 9.1 **Cooperation:** CONTRACTOR will cooperate with OWNER and CONSULTANT personnel and contractors who may be working on the site. Particular attention should be paid to such matters as safety, use and disruption of utilities, the allocation of storage and workspace, parking, security, and general policing of the work site.

ARTICLE 10. – OWNERS RESPONSIBILITIES AND AUTHORITY

- 10.1. **Inspection:** The OWNER, through any authorized representatives, shall have the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the quality or any other aspect of the Work performed or the safety measures employed in the work being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the OWNER on the premises of the CONTRACTOR or a Sub-tier contractor, the CONTRACTOR shall provide, and shall require his Sub-tier contractors to provide, all reasonable facilities and assistance for the safety and convenience of the OWNER representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unnecessarily delay the Work.

CONTRACTOR will, upon written notice from CONSULTANT, suspend, delay, or interrupt all or a part of the performance of the Work to the extent directed. In such event, CONTRACTOR will resume work upon the suspended activities only upon written notice from the CONSULTANT. Where appropriate, an extension of the Contract Time and/or Contract Price will be established as specified in Article 12.

ARTICLE 11 - CHANGES AND CLAIMS

- 11.1 **Change Authorizations:** OWNER may unilaterally, by written order of the OWNER's contract administrator, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Work within the general scope of services provided by the CONTRACTOR. If any change causes an increase or decrease in the CONTRACTOR's cost or time for the performance of any part of the Work, whether or not changed by such change authorization, the OWNER shall make an equitable adjustment in the Contract Time and/or Contract Price by Change Order.
- 11.2 **Potential Changes:** CONTRACTOR will, upon knowledge of any potential changes (including actions, in-actions, and written or oral communications) that do not conform to the authorized method of directing changes specified above, notify OWNER within 5 working days of such changes and request written disposition.
- 11.3 **Changes in Writing:** CONTRACTOR will not proceed with any changes unless notified to proceed in writing by the OWNER's contract administrator.
- 11.4 **Changes Mandatory:** Nothing herein will be construed as relieving CONTRACTOR of its obligations to perform the Work, including without limitation, the failure of the parties to agree upon CONTRACTOR entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by changes, such action will not be the basis for a claim based on loss of anticipated profits.
- 11.5 **Claims:** Any claim by CONTRACTOR for an adjustment under this paragraph must be asserted in writing fully supported by factual information to OWNER within 30 days from the date of receipt by CONTRACTOR of the written change authorization from OWNER or within such extension of that 30-day period as OWNER, in its sole discretion, may grant in writing at CONTRACTOR's request prior to expiration of said period.

ARTICLE 12 - WARRANTY AND GUARANTEE

- 12.1 **Responsibility of the CONTRACTOR, Services:** The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct, or revise any errors or deficiencies in the Work or services provided, which are discovered within twelve months of Final Completion of the Work. If such deficiencies are not corrected in a timely manner, the OWNER may, without limitation of its other rights, cause the same to be corrected and deduct or recover such corrective action costs incurred from monies otherwise due or paid to CONTRACTOR. CONTRACTOR shall be liable for any such excess costs and shall reimburse OWNER within 30 days of receipt of invoice. This warranty and corrective action shall be in addition to any warranty or guarantee specified elsewhere in this Agreement and shall not limit the application of any other warranty or remedy available under law.
- 12.2 **Responsibility of CONTRACTOR, Equipment and Supplies:** CONTRACTOR warrants that all goods, supplies, and equipment procured or furnished under this Agreement shall be merchantable, free from defects in material and workmanship, and shall conform to applicable specifications and drawings. If CONTRACTOR is responsible for the design of the product or item according to performance specifications established by the OWNER warrants that all products or items so furnished shall be free from defect in design and shall be fit and sufficient for the purpose intended. OWNER's approval of the design furnished by the CONTRACTOR does not relieve the CONTRACTOR of its obligations under this warranty.

ARTICLE 13 - SUSPENSION AND TERMINATION

13.1 **Suspension of Work:** CONTRACTOR will, upon written notice from CONSULTANT, suspend, delay, or interrupt all or a part of the performance of the Work to the extent directed. In such event, CONTRACTOR will resume work upon the suspended activities only upon written notice from the CONSULTANT. Where appropriate, an extension of the Contract Time and/or Contract Price will be established as specified in Article 12.

13.2 **Termination:**

13.2.1 **Termination for Convenience:** All or part of this Agreement may be terminated by OWNER for its convenience. In such event, CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination and reasonable termination expenses as determined in the discretion of the OWNER. CONTRACTOR will not be entitled to compensation or profit on services not performed.

13.2.2 **Termination for Default:**

- (1) OWNER may, by written notice to the CONTRACTOR and the Surety if any, terminate the whole or any part of the Agreement for default in the event that CONTRACTOR fails to perform any of the provisions of this Agreement, or fails to make progress so as to endanger performance of the Agreement in accordance with its terms, or, in the opinion of OWNER, becomes financially or legally incapable of completing the work and does not correct such to OWNER's reasonable satisfaction within a period of 24 hours after receipt of notice from OWNER specifying such failure.
- (2) In the event of termination for default, CONTRACTOR will be entitled to payment for Work satisfactorily completed, but not until completion of the Work and the assessment of all costs associated with its completion or other obligations of CONTRACTOR under this Agreement. If deemed necessary by the OWNER, the OWNER may acquire similar services by contract, complete the work itself, or satisfy the task requirement in any other manner it deems appropriate. The OWNER may take possession of all equipment, materials and supplies at the work site or in storage for the Work, together with such construction equipment, scaffolding, forms and other construction aids on-site required for the prosecution of the Work. CONTRACTOR will be liable for all costs in excess of the Contract Price, including excess re-procurement costs, incurred by the OWNER in completing the Work that was to have been done by the CONTRACTOR under this Agreement, as well as any expenses and damages associated with the default.
- (3) If, after notice of termination for default, it is determined for any reason that CONTRACTOR was not in default or that the default was excusable, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to termination for convenience.
- (4) Regardless of the cause of termination, the CONTRACTOR shall make an orderly turnover of the terminated Work to the OWNER and provide legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, inspection reports, technical data, computations, and designs.

- (5) The rights and remedies of OWNER provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or equity or under this Agreement.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 **Dispute Resolution:** If any Party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing Parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:
- a) **Mediation.** If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
 - b) **Arbitration.** If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration by a single arbitrator selected by the Parties, or if they are unable to agree, as selected by a Michigan Circuit Judge for the County of Benzie. The arbitration shall be conducted according to the commercial rules and procedures of the American Arbitration Association, or such other rules and procedures as may be specified by the selected arbitrator. Judgment upon the award rendered by the arbitrator may be entered in a Circuit Court of competent jurisdiction.
 - c) **Venue.** All meetings, hearings, and actions to resolve the dispute shall be in Benzie County.
 - d) **Notice.** Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, arbitration is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation before issuing an award.
- 14.2 **Applicable Law:** In the performance of the Work provided by this Agreement, the CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.
- 14.3 **Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings oral or written between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any provision of this Agreement is later held to violate the law or a regulation, that provision shall be deemed void, and all remaining provisions shall continue in force.

The Agreement becomes effective on the latest date of execution indicated below.

CONTRACTOR:

BENZIE COUNTY CENTRAL SCHOOLS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Project Specifications
Asbestos Abatement
Benzie County Central Schools
Benzie Central High/ Middle School Building
9300 Homestead Road, Benzonia, Michigan**

March 7, 2022

Prepared for:

Benzie County Central Schools
C/o Mr. Michael Zielinski, Director of Operations/ Maintenance
9300 Homestead Road
P.O. Box 240
Benzonia, MI 49616

Prepared By:

Otwell Mawby, P.C.
Consulting Engineers
309 East Front Street
Traverse City, Michigan 49684

Otwell Mawby Project No. 16-185B

Environmental ▪ Brownfield ▪ Asbestos ▪ Geotechnical ▪ Materials Testing

Benzie County Central Schools will receive sealed via email bids until 1:00 p.m., Eastern Standard Time on Monday, April 11, 2022 for the following project:

Asbestos Abatement at the Benzie Central High/ Middle School Building

INTRODUCTION

The work practices and procedures described within this document pertain to the asbestos abatement activities.

The word “Owner” when used relates to the removal work practices and procedures refers to Benzie County Central Schools.

The word “Contractor” in this document refers to the company that is to be awarded a contract by Benzie County Central Schools to perform the asbestos abatement and all associated work described in this document.

The word “Consultant” in this document refers to Otwell Mawby, P.C., the environmental consulting firm to provide environmental consulting services during completion of this project by the Contractor.

The work will be performed under contract with (designated as “OWNER”):

Benzie County Central Schools
9300 Homestead Road
P.O. Box 240
Benzonia, MI 49616
Attn: Mr. Michael Zielinski, Director of Operations/ Maintenance

The work to be performed by the selected contractor is described in full detail in these specifications. Address all technical questions to the representative for this project at the address listed below (designated as “Consultant”):

James Jackson
Otwell Mawby, P.C.
309 East Front Street
Traverse City, Michigan 49684
(231) 946-5200
jjackson@otwellmawby.com

A **MANDATORY pre-bid meeting and site inspection** will be held with all concerned parties at the site on **Monday, March 28, 2022 at 4:00 p.m.**, Eastern Standard Time. Sealed bids, including a hard copy of all documents and a copy in pdf format will be received at Benzie County Central Schools, 9300 Homestead Road, P.O. Box 240, Benzonia, MI 49616 until Monday, April 11, 2022 at 1:00 p.m., Eastern Standard Time.

Additional Pertinent Information:

This project is exempt from State Sales Tax and/or Use Tax. All materials and supplies incorporated and used in construction of the work and becoming a permanent part of this project will be exempt from State Sales Tax and/or Use Tax.

The Bid Proposal shall be on forms furnished in these documents.

All information in the Bid Packet must be submitted in a sealed envelope with a hard copy of all documents, as well as, in pdf format.

Also refer to the section below that describes the documentation that is required to be submitted by the contactor as part of the bid and/ or prior to site mobilization following a contract award.

CONDITIONS

Information given in this Conditions section is peculiar to this project, necessary for the progress of the work, and shall be provided as described herein. Throughout this Conditions Section, Benzie County Central Schools is referred to as the “Owner” and the successful bidder as the “Contractor”.

Bidding Information

1. All pages and documents, and the information requested within the bid proposal section, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the Owner reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where indirect or incomplete answers or information is provided.
2. Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, and/ or the specifications, may be considered non-responsive and at the option of the Owner may result in rejection of the Bid.
3. Any bids received at the office designated herein, after the exact time specified for receipt, may not be considered.
4. A pre-bid examination of the premises will be conducted at the time and date indicated. All bidders must attend. Questions regarding the bidding or the project may be asked at the examination, but all valid interpretations or revisions to the proposed Contract Documents shall be issued by Addendum.
5. Bid bonds or a cashier’s check shall accompany each bid made payable to the Benzie County Central Schools in an amount not less than five percent (5%) of the base bid as a guarantee. Required bonds shall be provided by a company licensed to do business in the State of Michigan. Should the bidder refuse to enter into a Contract, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
6. Bidders must include with the Bid Form a letter from Surety licensed to do business in the State of Michigan stating that the Bidder is able to obtain Performance Bonds, and Labor and Material Payment Bonds, for one hundred percent (100%) of the Base Bid amount. The project will require Labor and Material Payment Bonds from the successful bidder, for one hundred percent (100%) of the Base Bid amount.
7. Should a bidder find apparent discrepancies in, or omission from, the bidding documents or should he/she be in doubt as to their true meaning, or should he/she have any questions regarding any work or materials intended by the bidding documents, then such bidder, either contractor or subcontractor, shall immediately notify the Consultant of such questions. The Consultant will issue an addendum to all contractors recorded in his office as being prospective bidders. It shall be the responsibility of the contractors on record to provide all their subcontractors with the information contained in these addenda.

8. It shall be understood and agreed by all parties submitting proposals on any part of the work that the requirements contained in all contract documents shall apply to all addenda issued before the time set for receiving bids, that the general character of work called for in the addenda shall be the same as originally required for similar work, otherwise mentioned, and that all incidental work necessitated shall be included, even though not particularly specified therein.
9. The Owner reserves the right to waive any information in the bids, or reject any or all bids, in whole or in part, should it be deemed in their best interest to do so.

Contract Information

1. The contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the Owner, price and other factors considered. The low bidder will not necessarily be awarded the project.
2. The Owner reserves the right to postpone the bid opening for its own convenience.
3. No proposal shall be considered as being binding upon the Owner until a written contract has been properly executed. Failure to execute and return the contract within the prescribed period of time shall be cause of annulment of award.
4. The bidder to whom the Contract is awarded shall, within five (5) calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
5. Upon Notice of Award, the bidder to whom the Contract is awarded shall deliver to the Owner those certificates of Insurance required by the Owner
6. Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. **The Certificates of Insurance shall be issued by companies licensed to do work in the State of Michigan.** Failure or refusal to provide Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material or at the Owner's option rejection or cancellation of the contract.

Project Examination, Reference Documents

1. All bidders must attend the pre-bid meeting and familiarize themselves with the work contemplated in the contract. Attendance at this pre-bid examination and submission of a bid shall be deemed conclusive evidence that such an inspection has been made by each bidder and shall constitute waiver by each of all claims of error in bid, withdrawal of bid or payment of extras, or combination thereof, under the executed Contract, or any revision thereof. **All figures referencing sizes, or amounts, of materials are estimates. The Bidder is solely responsible for his/her measurements.**

2. The Contractor shall defend, indemnify, save harmless and exempt the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees incident to any work done in the performance of the Contract; provided, however, the contractor shall not be liable for any claims, demands, damages, costs, expenses and attorney fees arising out of an act or omission of the Owner, its officers, agents, servants, and employees.

Workers' Rights

1. The Contractor shall comply with the Michigan Civil Rights Act, which states that contractors shall not discriminate in hiring or in its terms and conditions of employment on the basis or race, religion, creed, national origin, color, sex, marital status, age, height, or weight, nor on bona fide job requirements. Neither shall contractor discriminate in the sales of products or the rendering of services pursuant to this contract on the basis of any of those categories.

Insurance Requirements

1. The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, service operations, or performance of work in connection with the Agreement resulting in whole or in part from negligent acts or omissions of contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.
2. The Contractor shall maintain, at its expense during the term of this contract, the following insurance:
 - a. Worker's Compensation Insurance with Michigan statutory limits and employers liability with a minimum limit of \$1,000,000 each accident.
 - b. Comprehensive General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence made for bodily injury and property damage. Policy to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. Policy shall be endorsed to provide 30 days written notice to the Owner of any material change of coverage, cancellation, or non-renewal of coverage.
 - d. If subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

- e. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the State of Michigan No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident of bodily injury and property damage.
 - f. Pollution Liability Insurance for in the amount of \$1,000,000 per occurrence in the same amount.
 - g. Both the Owner and Consultant are to be listed as additional insured on each insurance. Proof of the listings are to be supplied by the CONTRACTOR.
3. The Contractor shall be responsible for payment of all deductibles contained in any insurance required in this contract.
 4. The Owner and Consultant shall be an additional insured on the General Liability policy and such policy shall state that the contractor's insurance in primary, and respects the Owner as an additional insured and not excess over any insurance already carried by the Owner. The Contractor shall furnish the Owner with certificates of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall provide for 30 day written notice to the Owner of cancellation of coverage.

Contractor Responsibility

1. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on the site, which occur as a result of his fault or negligence in connection with the prosecution of work. The safety provisions of applicable laws and OSHA standards shall be observed and the contractor shall take or have cause to be taken such additional safety and health measures as the Contractor, Owner or its representative may determine to be reasonably necessary.
2. Neither the final certificate nor payments, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty work or materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which shall appear within a year from the date of completion unless otherwise stated in this document. The Owner shall notify the Contractor of observed defects with reasonable promptness.
3. Contractor shall furnish the Owner with a written guarantee to remedy any defects due to the faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the Owner.
4. It is the intent of the Owner to award the contracts to contractors fully capable, both financially and as regards experience, to perform and complete the work in a satisfactory manner.

Liens

All work and materials involved in the Contract are subject to the lien laws of the State of Michigan. No partial payments are anticipated as part of this contract.

Before the final payment, the Contractor shall deliver to the Owner, a complete release for work and materials arising out of this contract.

The Owner may elect to withhold for final payment or any retained percentages due, until the Contractor shall deliver to the Owner a complete release of all liens arising out of information, the releases and receipts include all labor and material for which could be filed, but the Contractor may, if any subcontractor refused to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien including all costs and reasonable attorney's fees.

Permits, Fees, Regulations, and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including connection charges and inspection fees.

The Contractor shall be responsible for obtaining all permits and licenses (building, electrical, heating, and ventilation, and plumbing permits) necessary for the proper completion of said project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. If any of the work of the contractor is done contrary to such laws, ordinances, rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all costs and taxes in his/her bid, and make proper provisions for all other State and Federal applicable taxes.

These specifications, including but not limited to, the General Conditions, the Request for Bids, Bid Proposal and the Specifications have attempted to detail and address all aspects of the project being performed for the Benzie County Central Schools, Benzie Central High/ Middle School Building. Nonetheless, the successful completion of the project in a safe manner and in compliance with all applicable regulations remains as the foremost concern of the Owner. To ensure that this goal is met, the Contractor agrees, the Owner and/or its representative will maintain oversight over the manner in which the project shall proceed and may in their sole discretion waive provision of these specifications or require and enforce more stringent or different provisions should they, in their discretion, determine that such changes will or may more fully protect the Owner, the Contractor, their subcontractors, agents, servants or others under their control or direction or the general public from any risks and/or situations associated with said project.

SCOPE OF WORK OVERVIEW AND PROJECT STIPULATIONS

The selected contractor will perform asbestos abatement in compliance with these bid and contract documents, state and federal law, and local regulations. The specific scope of work is as follows:

The attached Project Drawing provides details on the onsite asbestos conditions. **All references to sizes, or amounts, of materials are estimates. The Bidder is solely responsible for his/her measurements.**

All work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise approved by the Owner/ Consultant. No work is to be performed outside of these hours or on Saturdays, Sundays, or State Holidays without prior written approval from the Consultant.

Time of completion: Upon acceptance of the Proposal and Contract by the Owner, the Contractor agrees to commence work according to the following schedule.

Work Item	Start	Completion	Business Days
Owner Authorization		April 29, 2022	
Pre-Job Submittals to Owner and Consultant and Obtain Necessary Permits/ Notifications	April 29, 2022	May 19, 2022	15 days
Asbestos Abatement	June 20, 2022	July 8, 2022	16 days*
Project Closeout Documentation	July 8, 2022	July 29, 2022	21 days

* - Work may be conducted between June 20 and July 8, 2022, Monday through Friday, 7:00 a.m. to 6:00 p.m, Excluding July 4, 2022. The Contractor will pay liquidated damages of \$500 per day after this date if work is not completed.

Smoking, other tobacco and/ or illicit drug use is not allowed on the property, including within vehicles. The Contractor’s employees are also expected to act in a professional manner. The Contractor’s employees will be required to leave the property immediately if they cannot abide by these requests listed above.

The Contractor shall not permit the resale of any fixtures, equipment, wastes, or any other material from the project without authorization from the Owner.

1.0 DESCRIPTION OF WORK & DUTIES OF THE CONTRACTOR

The following section provide details of the description of work to be completed by the Contractor.

- 1.0.1 The Contractor shall remove and dispose of all asbestos containing materials identified in Section 2.0 (below). Asbestos containing Ceiling Plaster shall be removed as Surfacing Material, Transite Wall Board shall be removed as Miscellaneous Material, and Pipe Fittings and Roof Drains shall be removed as Thermal System Insulation.
- 1.0.2 The Contractor shall partially demolish block walls identified in Section 2.0 (below) in a manner sufficient to determine the locations of all pipe fittings within the wall cavity. Any asbestos containing pipe insulation shall be abated following the Methods of Asbestos Abatement described in Section 2.0
- 1.0.3 The Owner is responsible to provide the Contractor access to water, electricity, and any other needed utilities to complete the asbestos abatement activities. The Owner is also responsible to provide access to the building to the Contractor during the prescribed work hours (Monday through Friday, 7:00 am – 6:00 pm, unless other days/ times are authorized by the Owner/ Consultant).
- 1.0.4 The Contractor shall be responsible for (1) the performance of all work specified in this document and in all related contract documents, and (2) all labor, materials and equipment necessary to complete the work. All asbestos abatement activities shall be performed according to standard practices, the procedures outlined in this document, and in accordance with all federal, state, and local regulations. The Contractor shall comply with Owner's requirements regarding project phasing, property/ building access, and facility use to ensure that interference with the Owner's operations and personnel is kept to a minimum. The Contractor shall ensure that all personnel are aware of these requirements and comply with all regulations.
- 1.0.5 The Contractor shall be responsible for protecting building components during removal activities. Any damage to permanent building systems occurring during the performance of the project activities shall be repaired by the Contractor, if necessary, at no additional cost to the Owner. The Contractor shall identify those building components likely to sustain damage during the project and notify the Owner prior to the start of the project activities.
- 1.0.6 The Contractor shall develop a schedule in coordination with the Consultant and the Owner, based on the Owner's requirements for completion dates. The schedule shall detail all activities necessary for the timely completion of the contract including project planning and work coordination with the Owner's operations or other contractor's work.
- 1.0.7 The Contractor shall provide and maintain all personnel and equipment necessary to complete the project activities on schedule.

1.0.8 The Contractor is responsible to submit copies of the following documents to the Consultant prior to commencement of the work activities.

- Certificates of Insurance as required by Owner (noted above);
- Documentation of required local, state or federal licensing, if applicable;
- Evidence of training all workers as required by OSHA and the State of Michigan, if applicable;
- A copy of Contractor's Hazard Communications or Right-to-Know program and training records;
- Copies of federal, state, and local notifications for this project;
- Names and experience credentials of all individuals who will act as supervisors or foremen on the project;
- Safety Data Sheets (SDS) for chemicals used and/ or stored on the project site, during, or after completion of the project activities; and
- The Contractor shall submit product information for all materials to be utilized as part of the project.

1.0.9 The Contractor shall submit weekly work progress reports, detailing site activities to the Consultant. The Contractor shall also submit copies of all documentation indicating the types and quantities of materials used and disposed of at licensed facilities.

1.0.10 The Contractor shall notify the Consultant and Owner immediately of any injuries occurring during the project. Copies of accident reports shall be provided to the Consultant and Owner within 48 hours.

1.0.11 Following completion of the work activities, the Contractor shall provide proof of the final disposition of all materials to the Consultant prior to submittal of the final bill.

1.1 DUTIES OF THE CONSULTANT

The following section provide details of the description of work to be completed by the Consultant (Otwell Mawby, P.C.) on behalf of the Owner for the Contractor.

The Consultant shall advise the Owner on matters related to the Michigan Department of Environment, Great Lakes and Energy (EGLE), the United States Environmental Protection Agency (EPA), and Occupational Safety and Health Administration (OSHA) guidelines or standards, etc.

The Consultant shall review all documentation to be submitted by the Contractor prior to initiation of the work by the Contractor.

The Consultant shall perform environmental and / or occupational air monitoring associated with asbestos abatement activities being completed by the Contractor and / or their Subcontractors.

The Consultant shall act as an intermediary for all communications between the Contractor and the Owner and/ or EGLE.

1.2 DUTIES OF THE OWNER

The following section provide details of the description of work to be completed by the Owner for the Contractor.

The Owner shall provide full access to the subject property and the onsite building (work areas) to both the Contractor and the Consultant during the specified work times and hours. All work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Friday, unless otherwise approved by the Consultant. No work is to be performed outside of these hours or on Saturdays, Sundays, or State Holidays without prior written approval from the Owner / Consultant.

The Owner, at no cost to the Contractor, shall provide electricity and water services for the duration of the project activities.

Prior to site mobilization by the Owner and for the duration of the project activities, the Owner shall remove all contents of the building necessary for completion of the scope of work. This includes items within the interior of the building below and adjacent to the ceiling plaster and pipe fittings/ roof drains and adjacent to the transite paneling. All items shall be removed by the Owner prior to onsite mobilization by the Contractor.

1.3 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating the overall work of the project including, but not limited to, the following general requirements:

- Maintain proper scheduling, manpower, and equipment to ensure timely completion of the project, and coordinate with the Consultant and other contractors to minimize interference with other personnel.
- Ensure that reasonable measures are implemented during onsite activities to protect workers and site components.
- Comply with any and all applicable federal, state, and local regulations.
- Make arrangements with the Consultant for personnel and equipment access to property/ building.
- Notify the Consultant of any unusual conditions created by or encountered during the project.
- Coordinate with the Consultant any alteration or demolition beyond the scope of work necessary to accomplish this project.
- Maintain cleanliness in any of the facilities, which are used by the site workers.
- Storage of flammable materials is prohibited.

2.0 SCOPE OF WORK

The scope of work will include the following elements. Their locations are detailed on the attached Project Drawing:

- a. **Asbestos Abatement:** An asbestos inspection of the building has been conducted historically. Materials thought to be encountered as part of the scope of work included within these Specifications have been sampled to determine their potential to contain asbestos. The latest 3-Year Reinspection (2019) has identified the presence of asbestos-containing materials (ACMs), as indicated in the following table.

Material Description (Homogeneous Area (HA))	Approximate ACM Quantity Present/ Location
Ceiling Plaster (Old Ceiling)	~3000-ft ² , Cafeteria
Transite Wall Board	~360-ft ² , Gym Wall (Exterior)
Pipe Fitting	~18-LF (18 Fittings), Main Maintenance Room ~8-LF (8 Fittings), Men's Restroom by Offices ~11-LF (11 Fittings), Custodial Closet by Offices ~11-LF (11 Fittings), Gym/ Weight Room ~11-LF (11 Fittings), Gym Air Handler
Pipe Fitting (Roof Drain)	~4-LF (4 Fittings), Gym/ Weight Room

A summary of the ACMs is documented within the attached 3-Year Reinspection Report, dated, October 17, 2019, which has been issued by Otwell Mawby. A complete copy of this report is attached for reference. **The Contractor shall be responsible for all labor, materials and equipment necessary to remove and dispose of all of the identified ACMs listed in the table above in accordance with all federal, state, and local regulations.** Work must be completed by a qualified asbestos abatement contractor licensed by the State of Michigan, Department of Licensing and Regulatory Affairs (LARA), Asbestos Program, following all local, state and federal laws. The abatement (removal) of the asbestos containing materials is regulated by MIOSHA Part 602 (asbestos standard for construction), which requires specific amounts of worker training, worker exposure monitoring, specific work procedures, and waste handling/transportation procedures. The work should be performed by a qualified asbestos abatement contractor licensed by the State of Michigan Department of LARA, Asbestos Program. Disposal of the ACMs must be at a licensed Type II landfill facility. Additional details of the asbestos abatement are contained in the following Sections.

- b. Block Wall Demolition:** Pipes that are, or were at one time, insulated with asbestos containing pipe insulation extend from ceilings into block walls within the Boys and Girls Locker Rooms, the Men’s and Women’s Restrooms by the Offices, the Custodial Closet by the Offices, and the Main Maintenance Room. Additional asbestos containing pipe insulation and/ or pipe fittings may be present within these block wall cavities. The contractor shall demolish to the extent necessary, the wall cavities, in a manner sufficient to determine the locations of all potential pipe insulation and/ or pipe fittings. Any asbestos containing pipe insulation and/ or pipe fittings shall be abated following the Methods of Asbestos Abatement described in following sections. Debris generated from the demolition activities shall be cleaned up and disposed of by the Contractor to prevent a potential safety hazard. The inspection and cleanup is to be completed to a degree that is acceptable to the Consultant/ Owner. This task is listed under “Additional Work” on the Contractor’s Price Sheet/ Bid Proposal Form.

Asbestos Training and Personal Protective Equipment

The Contractor is responsible for employee training requirements that shall follow the guidelines required by OSHA and as outlined in State of Michigan Public Act No. 147 of 1986.

The Contractor is responsible for employee personal protective equipment, as follows:

- All respiratory protection equipment shall be provided to workers in accordance with the Contractor’s submitted written respiratory protection program, which includes all applicable items of OSHA 29 CFR 1910.134 and CFR 1926.1101.
- Workers shall be provided with personally issued individually identified respirators.
- The type of respiratory protection used shall meet the following requirements as a minimum:
 - Powered air-purifying respirators (PAPR) with full face pieces and equipped with HEPA filters approved by the National Institute for Occupational Safety and Health (NIOSH) for asbestos containing dusts shall be used for gross removal activities performed inside containment areas.
 - Where PAPRs are inappropriate (for example, in limited spaces), the use of other types of respiratory protection shall be at the discretion of the Consultant.
 - Negative-pressure, dual cartridge, air purifying respirators equipped with HEPA filters may be used for glove bag removal, inspection or repair work of less than 1 hour duration, or for any activities where such respiratory protection is deemed appropriate by the Consultant. All respirators shall be equipped with exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.
- Full-body disposable protective clothing, including head, body, and foot cover consisting of material impenetrable to asbestos filters shall be provided to all workers and authorized visitors. This clothing shall be provided in sizes adequate to

accommodate movement without tearing. Torn clothing shall be immediately repaired or replaced. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

- Protective clothing shall be worn during all work activities inside the removal enclosure, during glove bag removal operations, and while handling or disposing of asbestos containing waste.

Asbestos Control/ Removal Procedures

The Contractor shall remove and dispose of all ACMs following the Methods of Asbestos Abatement described below. The Contractor shall remove and dispose of all Transite Wall Board as Miscellaneous Materials, all asbestos containing Pipe Fittings, including the Roof Drians, as Thermal System Insulation, and all asbestos containing Ceiling Plaster as Surfacing Material.

Note: The use of supplies, equipment, tools, etc., owned, rented or otherwise in the possession of the Building Owner is strictly prohibited.

Methods of Asbestos Abatement

- The Contractor shall establish regulated areas and post danger signs in accordance with OSHA 29 CFR 1926.1101 to prevent unauthorized access to the work site during abatement. Access to the work site shall be limited to authorized personnel only. The work area must be securable during off-hours.
- The waste material will be packed in labeled 6-mil polyethylene bags (held within 55-gallon drums with the required EPA & OSHA labels where appropriate) prior to starting the next section to prevent the material from drying. Double bagging will always be used. Bags shall not be over-filled and will be securely taped or sealed at the top to prevent accidental opening or leakage during removal, storage and transport.
- Large components removed intact will be wrapped in two layers of 6-mil polyethylene sheeting secured with tape properly labeled for transport to the landfill.
- No bags shall be thrown or dropped at any time.

- All containerized asbestos waste that is stored on-site (if allowed) shall be properly labeled and placed in a locked or secured location until ready for final disposal. Labels shall be of sufficient size and contrast to be readily visible and legible. The sign shall read:

**“Danger
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard”**

- All gross amounts of asbestos debris shall be cleaned up, bagged and sealed at the end of each working day.
- The Contractor shall transport materials to the ground via leak-tight chutes or such other containers if the material is being removed or stripped more than 50 feet above ground level and not removed as units or in sections.
- A thick encapsulant such as “VIAC” shall be applied to any exposed pipe insulation ends leading away from the enclosure area, regardless of material make-up.
- Only vacuums and air filtration devices with “HEPA” filters will be allowed. No “shop-vacs”, homemade hybrid. Vacuums or air filtration devices will be allowed on site.
- No smoking, eating, or drinking is permitted within the designated asbestos work area(s).

Miscellaneous Materials Removal Techniques:

- All Class II asbestos related work will be performed in strict compliance with OSHA 29 CFR 1926.1101 (G) Methods of Compliance.
- All interior work will be performed using critical barriers and negative air techniques, where applicable. A visual barrier between the abatement work and the site works/ public will be required for all exterior work.
- The Contractor shall establish regulated areas and post danger signs in accordance with OSHA 29 CFR 1926.1101 to prevent unauthorized access to the work site during abatement. Access to the work site shall be limited to authorized personnel only. The work area must be securable during off-hours.
- The Contractor shall provide for any specialized electrical or plumbing requirements necessary for this project to comply with all applicable safety and construction codes. Ground-fault devices must be installed on all electrical equipment used.

- No smoking, eating, or drinking is permitted within the designated asbestos work area(s).

Surfacing Material Removal Techniques:

- All Class I asbestos related work will be performed in strict compliance with OSHA 29 CFR 1926.1101 (G) Methods of Compliance.
- All work will be performed using critical barriers and negative air techniques, where applicable.
- The Contractor will construct decontamination facilities in predetermined areas which house the clean room, shower room, dirty room, and, when feasible, an equipment room. This facility will be, at minimum, a three-chambered with an entrance airlock with shower facilities in its central chamber. The dimensions of these chambers will be adequate for the number of men for the project. At least two layers of 6-mil polyethylene will be placed on the floor of the entire decontamination chamber, to prevent leakage of water from the shower. The walls, floor and ceiling covering of the airlock construction will be seamed to each other in a fashion making them air and water tight. One end of this construction will exit to the clean area outside the containment barrier walls. The other end of this construction will exit inside or at the containment barrier walls.
- All door openings or flaps will be constructed to allow clean air into the enclosure, but stopping air from exiting the enclosure. The central chamber will contain shower(s). Each shower stall will sit in a pan with a least six-inch sides. Suitable hoses will be used to supply hot and cold water to the showers. A sump pump or other suitable and safe devices will be used to filter and dispose of the shower waste water through a special HEPA filter. No water may leave the work area without undergoing HEPA filtration or being treated as asbestos waste. Black polyethylene sheeting may be used for privacy on the decontamination facility.
- HEPA air filtration devices shall be used. Each unit must have three filters, including a HEPA filter capable of removing minute asbestos fibers. Each unit has ducts that must be exhausted to the outside air. Inlet and outlet ports of the air filtration devices must be covered with tape and 4-mil polyethylene sheeting when not in use. HEPA air filtration devices will be set up so that the air in the enclosure is drawn away from the removal work. Removal and cleaning operations will always move towards the air filtration devices.
- HEPA air filtration devices will be run until the completion of the project.
- The Contractor will provide and maintain a pressure differential strip gauge. It will be activated prior to removal of any building material and continue operating until the final clearance results have been determined. Placement of the differential strip gauge is subject to the approval of the Consultant.

- A minimum reading of -0.020 inches of water on a differential pressure gauge shall be maintained at all parts of the enclosure.
- Sufficient negative pressure will be used in the enclosure to evacuate the air once every 15 minutes (minimum).
- All air filtration devices must be ducted to the outside of the building from a position that is securable. Flexible duct will be used and placed at a location approved by the Owner's Representative.
- Procedures developed for evacuation of injured workers (see 6.3, Emergency Planning) will be used. Aid for a seriously injured worker will not be delayed for reasons of decontamination.
- Worker's footwear will remain inside the work area until the completion of the job.
- All waste water must be passed through a 50 micron filter or collected in an air tight container and disposed of as asbestos waste.
- The asbestos material will be sprayed with either removal encapsulant or "amended water" (which contains an additive to enhance penetration). A fine spray of either solution will be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limits prescribed in the OSHA standards referenced in these specifications. The Consultant shall not, however, allow excessive water to accumulate in the work area. If removal encapsulant water is not used, surrounding areas will be periodically sprayed and kept wet to facilitate removal with minimum fiber release. A high humidity will be maintained in the work area to assist in fiber settling. If at any time the Owner's Consultant determines the material is not kept adequately wet, misters and/or sprinklers will be mandatory.
- Removal of asbestos material will be done in manageable sections with two-person teams (if needed). Material will be removed as intact sections or components whenever possible and carefully lowered to the floor.
- The waste material will be packed in labeled 6-mil polyethylene bags (held within 55 gallon drums with the required EPA & OSHA labels where appropriate) prior to starting the next section to prevent the material from drying. Double bagging will always be used. Bags shall not be over-filled and will be securely taped or sealed at the top to prevent accidental opening or leakage during removal, storage and transport.

- All Contractor's tools and supplies, including large items such as ladders and scaffolding must be properly decontaminated when removing them from the project area.

Thermal System Insulation Techniques shall be used to removed using Glove Bags wherever possible and Negative Air Enclosures where applicable:

- All Class I asbestos related work will be performed in strict compliance with OSHA 29 CFR 1926.1101 (G) Methods of Compliance.
- All work will be performed using critical barriers and negative air techniques, where applicable.
- A solution of amended water shall be prepared (according to manufacturer's instruction) for the air-less sprayer.
- The glove bag should be fitted to the size of the pipe by cutting the top and the top sides of the glove bag. A polyethylene drop cloth shall be placed under the glove bag.
- The following tools and supplies shall be placed inside the glove bag in the tool pouch: utility knife, wire brush, rags, container with thick encapsulant.
- The glove bag is then attached to the pipe by folding the open edges together (making a top seam above the pipe) and securely sealing them with duct tape, as well as sealing both cut sides around the pipe.
- The bottom seam of the glove bag may be sealed with duct tape to prevent any leakage from a defective bag.
- Insert the wand of the airless sprayer through t glove bag by making a small hole in a location that allows the wand to move freely in the bag, and tape the polyethylene tightly. There may be a prefabricated hole, especially for the sprayer.
- Insert the nozzle of the HEPA vacuum through appropriate opening (prefabricated hole) and tape the polyethylene tightly around the nozzle. The vacuum (turned on), in association with a flap, will be used throughout the duration of the glove bag removal project in order to establish proper negative pressure within the glove bag.
- Place your arms into the glove bag appendages and thoroughly wet the pipe insulation.
- Using the knife, cut through the asbestos at each end of the section to be removed. The section to be removed is then slit from end to end (keeping material wet while cutting).

- The insulation is then lifted off the pipe and lowered carefully to the bottom of the glove bag.
- Using the wire brush, towels and water, the pipe shall be thoroughly cleaned.
- Wet the entire inside of the bag with specific attention to the polyethylene around the pipe and the arms and sockets.
- Following a visual by the Consultant, the exposed end of the insulation remaining on the pipe shall be encapsulated, as well as the bare pipe.
- Put all tools and supplies into wet cleaned arm socket by pulling socket inside out.
- Tape the flap and collapse the bag by sucking all of the air out of the bag using the HEPA vacuum.
- Tape the arm close to the tools (tape it in two locations with a one-inch space between the taped spots). Cut between the taped spots and put the enclosed tools into a bucket of water.
- Remove the sprayer wand and seal the opening.
- Remove the vacuum nozzle and seal the opening.
- The glove bag should be squeezed tightly (as close to the top as possible) twisted, and sealed with duct tape.
- Cut the bag off the pipe above the taped area and put the glove bag and drop cloth into an asbestos disposal bag, as well as the remaining portion of the bag on the pipe.
- Clean the tools in the bucket of water and dispose of the water and glove bag remains in the asbestos disposal bag. The clean tools should be placed inside a polyethylene bag for future use.
- Glove bags shall not be slid down the length of the pipe. Only insulation within the dimensions of the glove bag may be removed.
- The Consultant shall determine when the glove bag technique is acceptable.

Decontamination of the Work Area, following removal of all asbestos-containing materials, the Contractor shall clean up the work area in the following sequence:

Step 1: Gross decontamination of the work area.

The Contractor shall remove gross contamination from all building components, which have become contaminated during the abatement, using HEPA filter-equipped vacuums and/or wet-wiping techniques. All visible debris and standing water will be removed during this initial decontamination. Surface cleaning may be performed using scrapers, HEPA filter-equipped vacuums, damp cloths, or nylon bristle brushes. The use of wire brushes is prohibited.

Step 2: Initial Inspection

The Contractor shall notify the Consultant when gross decontamination is completed. The Consultant shall perform a visual inspection of the entire work area. If the inspection indicated a need for additional work, the Contractor shall completely re-clean the entire work area or clean as directed by the Consultant. When the work is judged to be clean by the Consultant, the Contractor may proceed to Step 3.

Step 3: Air Clearance

Post-abatement air samples collected from an area in which less than or equal to 160 square feet, or 260 linear feet of ACBM have been removed, enclosed or encapsulated, may be analyzed using Phase Contrast Microscopy (PCM). If more than 160 square feet, or 260 linear feet of ACBM are removed, or encapsulated the post-abatement air samples collected must be analyzed by Transmission Electron Microscopy (TEM).

- a. Transmission Electron Microscopy (TEM) Clearance - When the work site has become completely dry, the Consultant shall collect at least ten post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). At least five samples shall be taken in the abatement site; and five samples shall be taken at locations representative of air entering the abatement site. A minimum of 1,200 liters per air sample and a maximum of 1,800 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 70 structures per millimeter squared (mm^2) in accordance with AHERA does not pass, the cleaning and measurement operations specified in these specifications will be repeated until the area is in compliance.

- b. Phase Contrast Microscopy (PCM) Clearance - When the work site has become completely dry, the Owner's Consultant shall collect at least five post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). Five samples shall be taken in the abatement site. A minimum of 1,200 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, the cleaning and measurement operations specified in these specifications will be repeated until the area is in compliance

Step 4: Final Cleanup

Following the satisfactory completion of the inspection and air clearance by the Consultant, remaining barriers may be removed and properly disposed of as contaminated waste. The Consultant may perform a final visual inspection to determine if debris remains in the work area. The Contractor shall perform additional cleaning to the satisfaction of the Consultant.

After removal, the asbestos-containing waste material shall be packed, while still wet, into polyethylene bags (6-mil minimum) or other containers approved by the Consultant. All wastes shall be bagged on a daily basis (minimum); accumulations of waste materials shall not be permitted. Materials, which may use perforated bags, may be placed in fiber or metal drums or other appropriate containers approved in advance by the Consultant before transport from the enclosure.

Asbestos-containing waste that has been containerized shall be transported out of the work area. See below for Waste Disposal Procedures.

Before leaving the designated work area, all personnel shall remove gross visible contamination from the outside of respirators and protective clothing by brushing, HEPA vacuuming, and/or wet wiping techniques. Personnel shall then proceed for removal of all protective equipment except respirators.

While wearing respirators, personnel shall clean the outside of the respirators and exposed facial areas with moist towelettes or under running water.

If required, the asbestos material shall be sprayed with amended water (containing a wetting agent) to enhance penetration. An approved wetting agent shall be used according to the manufacturer's recommendations. A fine spray of the amended water shall be applied to reduce fiber released during the removal of the asbestos-containing material. The material shall be sufficiently saturated to reduce the emission of airborne fibers as much as practicable;

The vehicle used to transport the asbestos containing waste material must be marked with the sign prescribed by OSHA during loading and unloading activities to warn people of the presence of asbestos.

The Consultant will monitor these activities and make any corrections as necessary.

Waste Disposal Procedures

When bags have been removed from the work areas, they shall be loaded into an enclosed or covered truck/trailer for transportation. The vehicle, dumpster or trailer used for asbestos waste shall be locked at all times when not attended. If a rented vehicle is used, the owner of the vehicle shall be notified of its intended use and a copy of the notification shall be given to the Consultant. This vehicle, used to transport asbestos-containing waste material, must be marked with the sign prescribed by OSHA during loading and unloading activities to warn people of the presence of asbestos.

The enclosed cargo area of the vehicle shall be free of debris and lined with 6-mil polyethylene sheeting to contain any contaminants that may leak from damaged containers onto the cargo area surface.

The Contractor shall be responsible for all aspects of the handling and transport of asbestos-containing materials and shall conform to U.S. Department of Transportation regulations (49 CFR 173.1909) and NESHAPS (40 CFR 61, Final Rule). Bills of lading shall identify the asbestos waste with the proper North American shipping number, "NA 2212, PG III."

For all asbestos-containing wasted material transported off site, the NESHAP revisions require that a waste shipment record be provided to the waste site owner or operator at the time that the waste is delivered to the waste disposal site. Permanently affixed labels are required on bags, drums, and other containers of asbestos containing waste material from demolition, renovation, and abatement activities indicating the name of the waste generator and the location where the waste was generated.

Proper tools/equipment shall be provided to safely expedite container handling. Drums, if used, shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting.

Personnel handling asbestos-containing waste shall wear half-face, dual-cartridge respirators equipped with HEPA filters (the minimum respiratory protection) and wear disposable clothing including head, body and foot protection.

Any debris or residue observed on containers or surface outside the work area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filter-equipped vacuums and/or wet methods as appropriate.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAPS and any applicable state and local guidelines and regulations.

All original landfill receipts, trip tickets, transportation manifests, or other records of disposal shall be delivered to the Consultant for documentation. The Contractor may request copies of these records for documentation. If a separate hauler is employed, its name, address, telephone number, and signature shall appear on the form.

Air Monitoring Procedures

Air sampling, as specified in this section, shall be provided by the Consultant on behalf of the Owner at no additional cost to the Contractor. Provided air monitoring includes all personal exposure monitoring, including excursion limit monitoring, as required under the OSHA asbestos standard for the construction industry (29 CFR 1926.1101). All personal samples shall be collected using NIOSH 7400 Revision 3.

Throughout the removal and cleaning operations, air monitoring, if required by statute, shall be conducted to ensure that the Contractor is complying with all codes, regulations, and ordinances. This sampling may include personal sampling of the Contractor's employees.

At the Owner's discretion and with the advice of the Consultant, final clearance sampling may be performed and submitted for transmission electron microscopy (TEM analysis). The clearance criteria would be less than 70 structures per millimeter squared (mm²).

Criteria for Temporary Suspension of Abatement Work Practices

The following work practices are the basis for temporary work suspension:

- Work practices that are not in accordance with those outlined in this document.
- Work practices not specifically prohibited in this document, but which are judged to be unsafe upon consultation between the Consultant and the Contractor.
- Series of sequentially higher airborne fiber concentrations which, in the judgment of the Consultant, represent a potential problem. Airborne fiber concentrations are considered elevated when they equal or exceed 0.01 total fibers (longer than 5 microns) per cubic centimeter of air (fibers/cc) as determined by the phase-contrast microscopy (PCM) technique.

3.0 BIDDING PROCESS AND PROPOSAL SUBMISSION

Details regarding the bidding process and proposal submission are as follows:

- a. **Submission and Receipt of Bid:** Mailed Bid Forms and attachments will be received until **Monday, April 11, 2022, 1:00 p.m. Eastern Standard Time**. The completed Bid Form and attachments must be submitted in a sealed envelope with a complete electronic copy in pdf format:

Bid Submittal to:

C/o Mr. Michael Zielinski, Director of Operations/ Maintenance
9300 Homestead Road
P.O. Box 240
Benzonia, MI 49616

231-645-8429

zielinskim@benzieschools.net

- b. **Pre-Bid Conference:** A MANDATORY pre-bid conference will be held at the site on **Monday, March 28, 2022, 4:00 p.m. Eastern Standard Time**. Attendees are requested to meet at the main entrance to the building. Bidders are responsible to become familiar with the existing conditions, scope of the project work and surrounding conditions, and to consider all Federal, State and local laws and regulations that may affect the cost, progress, and performance or finishing of the work. Quantities have not been established for this project and the Contractor is responsible to estimate and determine all quantities.
- c. **Bid Form:** The Bid Form provided as part of this package must be completed in full and signed by a company representative authorized to commit the company to the stipulations of this Invitation to Bid / Specification package and terms and conditions of the contract document.

4.0 BACKGROUND INFORMATION AND ENVIRONMENTAL RELATED ACTIVITIES

The following sections provide summaries of asbestos containing materials and cadmium/ lead paints that could be encountered during the completion of the work activities. A report summarizing asbestos sampling is attached to these Specifications.

- a. Asbestos Containing Materials:** An asbestos inspection of the building has been completed and ACMs have been identified. The ACMs are required to be abated by the Contractor and properly disposed of in accordance with local, state and federal laws. The Consultant will provide environmental and occupational exposure monitoring as required by MIOSHA and requested by the Contractor at no charge.

- b. Lead / Cadmium Paint and Asbestos:** As the building was constructed prior to 1978 the paints located on the structure are to be assumed to contain cadmium and lead. To date, paints on the structure have not been sampled to determine their potential to contain cadmium and lead. Painted materials disturbed during abatement/ demolition activities should be assumed to include those that contain cadmium and/ or lead paints. The Contractor is responsible to manage these materials in accordance with local, state and federal laws. The Consultant will provide on behalf of the Owner, occupational exposure monitoring as required by OSHA and as requested by the Contractor at no charge to the Contractor.

5.0 WORK REQUIREMENTS

The following sections detail the requirements of the scope of work.

a. Permits

The Contractor is fully responsible to notify applicable Federal, State and local authorities and for obtaining all other necessary permits for the required work and for compliance with all Federal, State, and local regulations. This potentially includes but is not limited to obtaining permits from the following:

Benzie County
Building Safety & Code Enforcement
448 Court Place
Beulah, MI 49617
(231) 882-9673

Michigan Department of Environment, Great Lakes and Environment
Remediation and Redevelopment Division
120 West Chapin Street
Cadillac, MI 49601
(231) 775-3960

Michigan Department of Labor and Economic Growth
Division of Occupational Health
Asbestos Program
P.O. Box 30649
Lansing, MI 48909
(517) 335-8229

Michigan Department of Environment, Great Lakes and Environment
Air Quality Division
Asbestos Notification Coordinator
P.O. Box 30028
Lansing, MI 48909
(517) 372-2730

Any other applicable local, state or federal regulatory or enforcement agencies.

The Contractor shall comply with 1974 PA 53, as amended, MCL 460-701 et seq., and all other laws concerning underground and overhead utilities. The utility service providers may include those that provide electricity, natural gas, telephone, communications, or others. The Contractor is responsible to determine which utility providers must be contacted to ensure all utility locations are staked. The Contractor, if applicable, shall also be fully responsible to notify any potential utility service providers to stake the locations of and disconnect utilities from the subject property. The Contractor shall contact MISS DIG and other applicable local utility companies/authorities for utility identification a minimum of three (3) working days prior to any excavations.

b. Disposal

All debris from the abatement / demolition shall be disposed of according to existing environmental laws. Disposal requirements of the selected Contractor shall comply with applicable State and Federal laws. The Contractor is responsible for obtaining disposal / recycling approval for debris. Certified copies of disposal receipts, salvage delivery receipts, and / or recycling delivery receipts signed by the disposal / salvage / recycling facility, completed manifests, and weigh tickets shall be provided as documentation to the Consultant. The Contractor shall not permit the resale of any fixtures, equipment, wastes, or any other material from the project without authorization from the Owner.

c. Temporary Facilities

The Contractor shall furnish and install all temporary facilities and controls required by the work, shall remove them from the site upon completion of the work, and the grounds and existing facilities shall be restored.

Water and electricity will be provided by the Owner, at no cost to the Contractor.

The Contractor shall provide and maintain portable temporary toilets in locations approved by the Consultant. There shall be 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 this contract is complete.

Any required permits for the installation or use of temporary utilities shall be the responsibility of the Contractor.

Costs associated with temporary utilities shall be incidental to the project.

d. Temporary Barriers and Enclosures

The Contractor shall furnish, install, maintain as long as necessary, and remove when no longer required, adequate barriers, warning signs, and/or lights at all dangerous points throughout the Site for protection of properties, workers, and the public. The Contractor shall hold the Owner/ Consultant harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the contract.

The temporary barriers / enclosures shall be removed from the site and the site restored to a condition acceptable to the Consultant upon completion of the work.

All costs associated with this section shall be incidental to the project.

e. Protection of Personnel and Existing Features

During the work, the Contractor shall continuously evaluate the conditions of the structure and take immediate action to protect all personnel working in and around the site.

At the end of each day, the Contractor is responsible to secure the site. All appropriate signage restricting access to the site is the responsibility of the Contractor to provide and maintain. All signage is intended to warn of potential hazards and to prevent access by unauthorized personnel.

All costs associated with this section shall be incidental to the project.

f. Asbestos Abatement

An inspection to identify potential ACMs has been completed historically and includes each material that is anticipated to be abated. The inspection is documented within the attached 3-Year Reinspection Report.

The Contractor shall be responsible for all labor, materials and equipment necessary to remove and dispose of all identified ACMs in accordance with all federal, state, and local regulations. Completion of this task also includes removal/ demolition, handling and disposal of non-ACMs necessary to complete ACM abatement.

The Consultant will provide occupational and/ or environmental air sampling for personal worker monitoring.

The Contractor must provide documentation of state licensing as a Certified Asbestos Abatement Contractor either as self-performed or by subcontractor. Workers performing the work must also be trained and licensed to perform the work by the State of Michigan.

The Contractor shall be fully responsible to notify, if required, and provide documentation of notification of federal, state and local regulatory or enforcement authorities, including but limited to:

Michigan Department of Labor and Economic Growth
Division of Occupational Health
Asbestos Program
P.O. Box 30649
Lansing, MI 48909
(517) 335-8229

Michigan Department of Environment, Great Lakes and Energy
Air Quality Division
Asbestos Notification Coordinator
P.O. Box 30028
Lansing, MI 48909
(517) 372-2730

The Consultant will perform environmental and occupational exposure air sampling during the project in areas determined by the Consultant to evaluate the effectiveness of the asbestos control procedures. Final clearance monitoring will also be performed by the Consultant.

g. Cadmium and Lead Paint

As the building was constructed prior to 1978 the paints located on the structure are to be assumed to contain cadmium and lead. The Contractor shall be subject to the following regulations with regard to the abatement/ demolition and removal work:

OSHA Final Rule 29 CFR 1926.1127	Cadmium Exposure in Construction
OSHA Final Rule 29 CFR 1926.62	Lead Exposure in Construction
OSHA Final Rule 29 CFR 1926.103	Respiratory Protection

Lead and cadmium abatement is not anticipated to be required. However, the Contractor shall be responsible for:

- The protection of workers and the public who may be exposed to cadmium / lead during abatement/ demolition activities;
- Conducting the demolition of the painted materials such that potential exposure is minimized, to the satisfaction of the Consultant; and
- Final determination of the proper disposal methods for the paint-covered surfaces.

The Consultant will provide air monitoring, as necessary, during activities where painted materials are to be impacted, in accordance with applicable regulations. During the monitoring period(s), Contractor's employees shall be required to wear appropriate respiratory protection and other personal protective equipment as detailed in the referenced regulations, until the Consultant establishes that such protection is no longer required. The Contractor shall provide all the necessary personal protective equipment, including respirators, wash stations, etc. for its employees. Costs for provision of such shall be incidental to the project.

h. Project Completion

Subject to negotiations, the selected contractor will have until July 8, 2022 to complete the project. The project will be deemed "complete" when all asbestos containing building materials listed within these specifications are abated with the work being acceptable to the Consultant/ Owner.

6.0 GENERAL CONDITIONS

The following sections detail the general conditions for the scope of work.

a. Contract

Contract negotiations will be undertaken with those firms whose proposals, as to price and other factors, show them to be qualified, responsible, and capable of performing the work. The Owner reserves the right to consider bids or modifications received at any time before a Contract is executed if such action is in the best interest of the Owner. The Contract will be in force when executed and all required submittals are provided and accepted by the Owner.

b. Taxes

The Contractor shall include and be deemed to have included in the contract price all Michigan Sales and Use Taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the work start date.

c. Permits

The Contractor shall secure from the appropriate agencies ALL REQUIRED PERMITS necessary for proper execution of the work prior to starting work on the project site. *Among others, this includes abatement / demolition notifications and permits, if required.* All fees for securing the permits shall be paid by the Contractor.

d. Michigan Right-To-Know

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

e. Insurance

No work connected with this contract shall be started until the Contractor has submitted evidence that they have obtained the requested policies of insurance. Refer to Page 6 of these Specifications for insurance requirements.

f. Non-Discrimination

The Owner and/ or their Consultant and the Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height,

weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

g. Payment

The Contractor will be paid in one sum at the completion of the work, as determined by the Consultant, receipt and approval of an invoice detailing the work. One hundred percent of the contract price for the work completed and accepted may be paid, subject to the limitations of the General Conditions or Modifications to General Conditions. Payment to the Contractor will be made within 45 days after the receipt of the invoice for the work and approval by the Consultant. No extra payment will be made to the Contractor for any expenses or delays caused by revision of inadequate submittals, lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents, shall be incurred solely by the Contractor.

h. Conflict of Interest

No government employee, or member of the legislative, judicial, or executive branches, or member of the Benzie County Central Schools, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

i. Anti-Lobbying

The Contractor shall not use any of the funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Contractor shall not use any of the funds awarded in this contract for the purpose of litigation against the State.

j. Familial Relationship Disclosure Statement

As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Benzie County Central Schools Board of Education or the Superintendent of Schools. The Board of Education shall not accept a bid that does not include this sworn and notarized disclosure statement. Refer to the attached form.

k. Iran Sanctions Act

Effective April 1, 2013 all bids, proposals, and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". Refer to the attached form.



Otwell Mawby, P.C.
Consulting Engineers

October 17, 2019

Mr. Mike Zielinski
Director of Operations
Benzie County Central Schools
9300 Homestead Road P.O. Box 240
Benzonia, MI 49616

**RE: ASBESTOS 3-YEAR REINSPECTION REPORT
BENZIE CENTRAL HIGH SCHOOL
9300 HOMESTEAD ROAD
BENZONIA, MICHIGAN
OTWELL MAWBY PROJECT #16-185A**

Dear Mr. Zielinski:

On August 1, 2019, Mr. Robert Peters of Otwell Mawby, P.C. (OMPC) conducted the 3-year asbestos reinspection as required by the Environmental Protection Agency (EPA) for the Benzie Central High School. Mr. Peters' is accredited as an asbestos inspector and management planner in the State of Michigan. The reinspection consisted of assessing the condition of all the asbestos containing building materials (ACBM) previously listed in the district's management plan.

This report will also contain a copy of the inspector/management planner's certificates and a reinspection table indicating the types, locations and approximate quantities of ACBM's that are present in the building. The management planner has also selected a response action as required by the EPA for each material on the table.

SUMMARY

There are three areas listed on the reinspection table where the Management Planner has selected repair or remove and schedule corrective measures as a response action. These areas include the following areas and materials:

- | | |
|--------------------------|--|
| 1. Main Maintenance Room | 2 Damaged Insulated Pipe Fittings |
| 2. Gym | 1 Damaged Roof Drain Fitting Above E. Hoop |
| 3. Gym Air Handler | 2 Damaged Insulated Pipe Fittings |

The response actions for these materials should be performed by a qualified asbestos abatement contractor licensed by the State of Michigan, Department of Licensing and Regulatory Affairs (LARA), Asbestos Program.

Mr. Mike Zielinski
October 17, 2019
Page 2

All of the other remaining known ACBM's remaining in the school were noted to be intact at the time of the reinspection. The Management Planner recommends continued operations and maintenance as a response action for the remaining materials.

Thank you for selecting Otwell Mawby. If you have any questions regarding this Report, please feel free to contact me at (231) 946-5200.

Sincerely,

Otwell Mawby, P.C.

A handwritten signature in black ink, appearing to read "R. L. Peters Jr.", written in a cursive style.

Robert L. Peters Jr.
State of Michigan, Accredited Asbestos Inspector/Management Planner #A3270

Enclosures

Benzie County Central School District
3-Year Reinspection Form

Job #16-185A

Name of Building: Benzie Central High School

Address: 9300 Homestead Road, Benzonia, MI 49616

Otwell Mawby, P.C.

Date: 8/1/19

Functional Area	Homogeneous Area	Material Type	Known Assumed	Quantity & Physical Assessment			Response Actions Taken Renovations/Other Comments	Management Planner Recommendations
				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Room 222	9"Floor Tile	M	K	96		7	No Change	O & M
Room 222	Pipe Fittings	T	K		6	5	No Change	O & M
Room 222	Transite	M	A	63		7	No Change	O & M
Room 228	9"Floor Tile	M	K	600		7	No Change	O & M
Room 228	Pipe Fittings	T	K		4	5	No Change	O & M
Room 228	Transite	M	A	63		7	No Change	O & M
Room 229	9"Floor Tile	M	K	600		7	No Change	O & M
Room 229	Pipe Fittings	T	K		4	5	No Change	O & M
Room 229	Transite	M	A	63		7	No Change	O & M
Room 218	9"Floor Tile	M	K	600		7	No Change	O & M
Room 218	Pipe Fittings	T	K		4	5	No Change	O & M
Room 218	Transite	M	A	63		7	No Change	O & M
Room 219	9"Floor Tile	M	K	600		7	No Change	O & M
Room 219	Pipe Fittings	T	K		4	5	No Change	O & M
Room 219	Transite	M	A	63		7	No Change	O & M

(PA) Physical Assessment

- 1) Damaged or significantly damaged thermal system insulation (TSI).
- 2) Damaged friable surfacing ACBM.
- 3) Significantly damaged friable surfacing ACBM.
- 4) Damaged or significantly damaged friable miscellaneous ACBM.
- 5) ACBM with potential for damage.
- 6) ACBM with potential for significant damage.
- 7) Any remaining friable ACBM or suspected ACBM.

Inspector's Name: Robert Peters
Management Planner: Robert Peters

(SF) Square Feet

(LF) Lineal Feet

(NA) Not Applicable

(M) Miscellaneous

(O&M) Operations & Maintenance

Benzie County Central School District
3-Year Reinspection Form

Job #16-185A

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Otwell Mawby, P.C.

Date: 8/1/19

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Room 223A	9"Floor Tile	M	K	96		7	No Change	O & M
Room 223	Pipe Fittings	T	K		6	5	No Change	O & M
Room 223	9"Floor Tile	M	K	600		7	No Change	O & M
Room 230	9"Floor Tile	M	K	600		7	No Change	O & M
Room 230	Pipe Fittings	T	K		4	5	No Change	O & M
Room 230A	9"Floor Tile	M	K	96		7	No Change	O & M
Room 221	9"Floor Tile	M	K	600		7	No Change	O & M
Room 221	Transite	M	A	63		7	No Change	O & M
Teachers Lounge	9" Floor Tile	M	K	504		7	No Change	O & M
Teachers Lounge	Transite	M	A	48		7	No Change	O & M
E. Unisex	Transite	M	A	16		7	No Change	O & M
E. Unisex	Pipe Fittings	T	K	32		7	No Change	O & M
E. Unisex	9" Floor Tile	M	K	32		7	No Change	O & M
W. Unisex	9" Floor Tile	M	K	32		7	No Change	O & M

(PA) Physical Assessment

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- 2) Damaged friable surfacing ACBM.
- 8) Significantly damaged friable surfacing ACBM.
- 9) Damaged or significantly damaged friable miscellaneous ACBM.
- 10) ACBM with potential for damage.
- 11) ACBM with potential for significant damage.
- 12) Any remaining friable ACBM or suspected ACBM.

Inspector's Name: Robert Peters
Management Planner: Robert Peters

(SF) Square Feet
(LF) Lineal Feet
(NA) Not Applicable
(M) Miscellaneous
(O&M) Operations & Maintenance

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
HS Wing E Cust	Pipe Fittings	T	K		7	5	No Change	O & M
HS Wing E Cust	Fire Door	M	A	1 dr		7	No Change	O & M
HS E. Hall	9" Floor Tile	M	K	1000		7	Removed 2016	
HS E. Hall	Transite	M	A	20		7	No Change	O & M
HS E. Hall	Fire Door	M	A	1 dr		7	No Change	O & M
Room 232	9" Floor Tile	M	K	800		7	No Change	O & M
Room 232	Transite	M	A	120		7	No Change	O & M
Room 232	Old Ceiling	S	K	800		6	Encapsulated 2011	O & M
Hall by 232	Pipe Fittings	T	K	6		5	No Change	O & M
HS N. Hall Storage	9" Floor Tile	M	K	96		7	No Change	O & M
HS N. Hall Storage	Fire Door	M	A	1 dr		7	Removed	
N Hall Basement Str.	Transite	M	A	8		7	No Change	O & M
Room 220A	9" Floor Tile	M	K	300		7	No Change	O & M

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- 2) Damaged friable surfacing ACBM.
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(LF) Lineal Feet

(NA) Not Applicable

(M) Miscellaneous

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Room 220A	Pipe Fittings	T	K	6		5	No Change	O & M
Room 220	9" Floor Tile	M	K	300		5	No Change	O & M
Room 220	Pipe Fitting	T	K		8	5	No Change	O & M
217 Chemical Storage	Fire Door	M	A	1 dr		7	No Change	O & M
217 Storage	9" Floor Tile	M	K	100		7	Removed 2013	
Room 217	9" Floor Tile	M	K	800		7	Removed 2013	
Room 216	9" Floor Tile	M	K	800		7	Removed 2012	
216 Storage	9" Floor Tile	M	K	100		7	No Change	O & M
216 Large Storage	9" Floor Tile	M	K	128		7	No Change	O & M
215 Storage (2)	9" Floor Tile	M	K	200		7	No Change	O & M
Room 215	9" Floor Tile	M	K	600		7	No Change	O & M
Air Handler 2-3	Fire Door	M	A	1 dr		7	No Change	O & M
Air Handler 2-3	HVAC	M	A	4			Removed	
Air Handler 2-3	Pipe Fittings	T	K		11	5	No Change	O & M

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Old Concessions	9" Floor Tile	M	K	105		7	No Change	O & M
Hall for Rooms 215-220	9" Floor Tile	M	K	1200		7	Removed 2016	
Hall for Rooms 215-220	Pipe Fittings	T	K		4	5	No Change	O & M
E. Cafeteria Hall	9" Floor Tile	M	K	576		7	Removed 2015	
Room 120	9" Floor Tile	M	K	700		7	No Change	O & M
Room 120	Transite	M	A	60		7	No Change	O & M
Room 110	9" Floor Tile	M	K	600		7	No Change	O & M
Room 119	9" Floor Tile	M	K	700		7	No Change	O & M
Room 119	Transite	M	A	120		7	No Change	O & M
Room 111	9" Floor Tile	M	K	600		7	No Change	O & M
Room 111	Transite	M	A	60		7	No Change	O & M
Room 111	Pipe Fittings	T	K		10	5	No Change	O & M

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Address: 9300 Homestead Road, Benzonia, MI 49616

Otwell Mawby, P.C.

Dates: 8/1/19

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Room 111A	9" Floor Tile	M	K	100		7	No Change	O & M
Room 112	9" Floor Tile	M	K	600		7	No Change	O & M
Room 112	Transite	M	A	60		7	No Change	O & M
Room 118	9" Floor Tiles					7	Removed	O & M
Room 118	Pipe Fittings	T	K		1	5	No Change	O & M
Room 118	Transite	M	A	60		7	No Change	O & M
113, 114, 115 Old Offices	9" Floor Tiles	M	K	1500		7	No Change	O & M
Men's by Offices	Pipe Fittings	T	K	8		5	No Change	O & M
Cust. By Offices	Pipe Fittings	T	K	11		5	No Change	O & M
Cust. By Offices	Fire Door	M	A	1 dr		7	No Change	O & M
Junior High Foyer	9 " Floor Tiles	M	K	800		7	Removed 2013	
Junior High Foyer	Pipe Fittings	T	K	6		5	No Change	O & M
File Storage	9" Floor Tiles	M	K	320		7	No Change	O & M

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
File Storage	Pipe Fittings	T	K		10	1	Repaired 2013	O & M
Resource Officer 116	9" Floor Tiles	M	K	144		7	Assumed Present 2019	O & M
Room 117	Old Ceiling	S	K	500		5	Encapsulated 2010	O & M
Room 117	9" Floor Tiles	M	K	500		7	No Change	O & M
Library	9" Floor Tiles	M	K	1500		7	No Change	O & M
Library	Transite	M	A	320		7	No Change	O & M
Library Work Room	9" Floor Tiles	M	K	364		7	No Change	O & M
Library Work Room	Pipe Fittings	T	K		10	5	No Change	O & M
Library Closet	9" Floor Tile	M	K	50		7	No Change	O & M
Library AV Storage	9" Floor Tiles	M	K	128		7	No Change	O & M
Room 233	Old Ceiling	S	K	840		5	Encapsulated 2010	O & M
Room 233	9" Floor Tiles	M	K	840		7	No Change	O & M
Cafeteria	9" Floor Tiles	M	K	3000		7	Removed 2013	
Cafeteria	Old Ceiling	S	k	3000		5	No Change	O & M

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Benzie County Central School District
3-Year Reinspection Form

Job #16-185A
Name of Building: Benzie Central High School
Address: 9300 Homestead Road, Benzonia, MI 49616

Otwell Mawby, P.C.
Dates: 8/1/19

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Computer Room 235	9" Floor Tiles	M	K	300		7	No Change	Repair/O & M
File Storage	9" Floor Tiles	M	K	180		7	No Change	O & M
S. Air Handler Rm.	Fire Door	M	A	1 dr		7	No Change	O & M
S. Air Handler Rm.	Pipe Fittings	T	K	8		5	Removed	
S. Air Handler Rm.	HVAC	M	A	2		5	Removed	
Consular Office	9" Floor Tiles	M	K	312		7	No Change	O & M
Career Resources	9" Floor Tiles	M	K	104		7	No Change	O & M
Career Resources	Pipe Fittings	T	K	3		5	No Change	O & M
Career Resources	Fire Door	M	A	2 dr		7	No Change	O & M
Paper Storage	Fire Door	M	A	1 dr		7	No Change	O & M
Paper Storage	Pipe Fittings	T	K	7		5	No Change	O & M
Men's by HS Offices	Pipe Fittings	T	K	10		5	No Change	O & M
Women's by HS Off.	Pipe Fittings	T	K	6		5	Repaired 2013	O & M
Main Hall by HS Off.	9" Floor Tiles	M	K	1500		7	Removed	

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Inspector's Name: Robert Peters
Management Planner: Robert Peters

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(LF) Lineal Feet

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
HS Offices	9" Floor Tiles	M	K	1600		7	No Change	O & M
HS Offices	Pipe Fittings	T	K		13	5	No Change	O & M
Office Vault	Fire Doors	M	A	2 drs		7	1 Removed	O & M
Room 201	9" Floor Tiles	M	K	800		7	No Change	O & M
Gym Hall	9" Floor Tiles	M	K	1416		7	Removed	
Gym Hall	Pipe Fittings	T	K	19		5	No Change	O & M
Gym Hall	HVAC	M	A	3		7	No Change	O & M
Room 202 & Practice Rooms	9" Floor Tiles	M	K	1000		7	No Change	O & M
Room 202 & Practice Rooms	Pipe Fittings	T	K	4		5	No Change	O & M
Room 202 & Practice Rooms	Soundproof Doors	M	A	7 drs		7	Added 2019	O & M
Band Storage	9" Floor Tiles	M	K	180		7	No Change	O & M
DO Main Office	9" Floor Tiles	M	K	260		7	No Change	O & M
AH3 Mech. Rom.	HVAC	M	A	2			No Change	O & M

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
AH3 Mech. Rm.	Pipe Fittings	T	K		5	5	No Change	O & M
AH3 Mech. Rm.	Fire Doors	M	A	2 drs		7	No Change	O & M
Kitchen	HVAC	M	A	1		7	No Change	O & M
Kitchen	Pipe Fittings	T	K	1		5	No Change	O & M
Kitchen	Fire Doors	M	A	6 drs		7	5 Removed 2010	O & M
Main Maint. Rm.	Transite	M	A	136		7	No Change	O & M
Main Maint. Rm.	Pipe Fittings	T	K		18	5	2 Damaged	Repair and O & M
Incinerator Room	Insl./Bricks	T	A	200			No Change	O & M
Incinerator Room	Transite	M	A	40			No Change	O & M
Boiler Room	Pipe Fittings	T	K		12	5	6 Removed 2010	O & M
Boiler Room	Transite	M	A	60		7	No Change	O & M
Basement water Storage	Pipe Fittings	T	K		33	5	16 Removed	O & M
Maint. Hall	9" Floor Tiles	M	K	288		5	Removed	

(PA) Physical Assessment

- 1) Damaged or significantly damaged thermal system insulation (TSI).
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- 7) Any remaining friable ACBM or suspected ACBM.

Inspector's Name: Robert Peters
Management Planner: Robert Peters

- (SF) Square Feet
(LF) Lineal Feet
(NA) Not Applicable
(M) Miscellaneous
(O&M) Operations & Maintenance

Benzie County Central School District
3-Year Reinspection Form

Job #16-185A

Name of Building: Benzie Central High School

Address: 9300 Homestead Road, Benzonia, MI 49616

Otwell Mawby, P.C.

Dates: 8/1/19

Functional Area	Homogeneous Area	Material Type	Known Assumed	Quantity & Physical Assessment			Response Actions Taken Renovations/Other Comments	Management Planner Recommendations
				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Senior Hall	9" Floor Tiles	M	K	1300		7	Removed	
Senior Hall	Pipe Fittings	T	K		25	5	No Change	O & M
Home Ec. 211	9" Floor Tiles	M	K	800		7	No Change	O & M
Home Ec. 211	Pipe Fittings	T	K		4	5	No Change	O & M
Sewing Room 210	9" Floor Tiles	M	K	800		7	No Change	O & M
Sewing Room 210	Pipe Fittings	T	K		16	5	No Change	O & M
E-W Ind. Arts Hall	9" Floor Tiles	M	K	1152		7	Removed	
E-W Ind. Arts Hall	Pipe Fittings	T	K		19	5	No Change	O & M
Girls JV	Pipe Fittings	T	K		47	5	Removed 2010	
Sports Equipment	Pipe Fittings	T	K		26	5	Removed 2010	
Boys JV	Pipe Fittings	T	K		51	5	Removed 2010	
Ag. Classroom 206	9" Floor Tiles	M	K	600		7	No Change	O & M
Ag. Office W.	Pipe Fittings	T	K		15	5	No Change	O & M

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Ag. Shop	Pipe Fittings	T	K		13	5	No Change	O & M
Ag. Shop	Transite	M	A	264		7	No Change	O & M
Art Room 209	9" Floor Tiles	M	K	800		7	No Change	O & M
Art Room 209A Storage	9" Floor Tiles	M	K	100		7	No Change	O & M
Art Rm Center Storage	Pipe Fittings	T	K		2	5	No Change	O & M
Wood Shop	Transite	M	A	278		7	No Change	O & M
Wood Shop	Pipe Fittings	T	K		9	5	1 Removed 2010	O & M
Drafting 207 IT	Transite	M	A	128		7	No Change	O & M
Drafting 207 IT	Pipe Fittings	T	K		7	5	No Change	O & M
N-S Ag. Hall Cust. Closet 207A	Fire Door	M	A	1 dr		5	No Change	O & M
N-S Ag. Hall Cust. Closet 207A	Pipe Fittings	T	K		4		Removed	

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				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
N-S Ag. Hall Men's	Pipe Fittings	T	K		11	5	No Change	O & M
N-S Ag. Hall Women's	Pipe Fittings	T	K		11	5	No Change	O & M
N-S Ag. Hall	Pipe Fittings	T	K		2	5	No Change	O & M
N-S Ag. Hall	9" Floor Tiles	M	K	512		7	Removed	
Gym/Weight Room	Pipe Fittings	T	K		11	5	No Change	O & M
Gym/Weight Room	Roof Drain	T	K		4	5	1 Damaged	Repair and O & M
Gym/Weight Room	Transite on Exterior	M	A	Ext.		7	No Change	O & M
Gym Air Handler	Pipe Fittings	T	K	13	11	5	2 Damaged	Repair and O & M
Gym Air Handler	HVAC	M	A	8		7	No Change	O & M
Gym Air Handler	Fire Door	M	A	1 dr		7	No Change	O & M
Band Room	Old Ceiling	S	K	2500		5	No Change	O & M
Tunnels	Pipe Fittings	T	K		255	5	No Change	O & M

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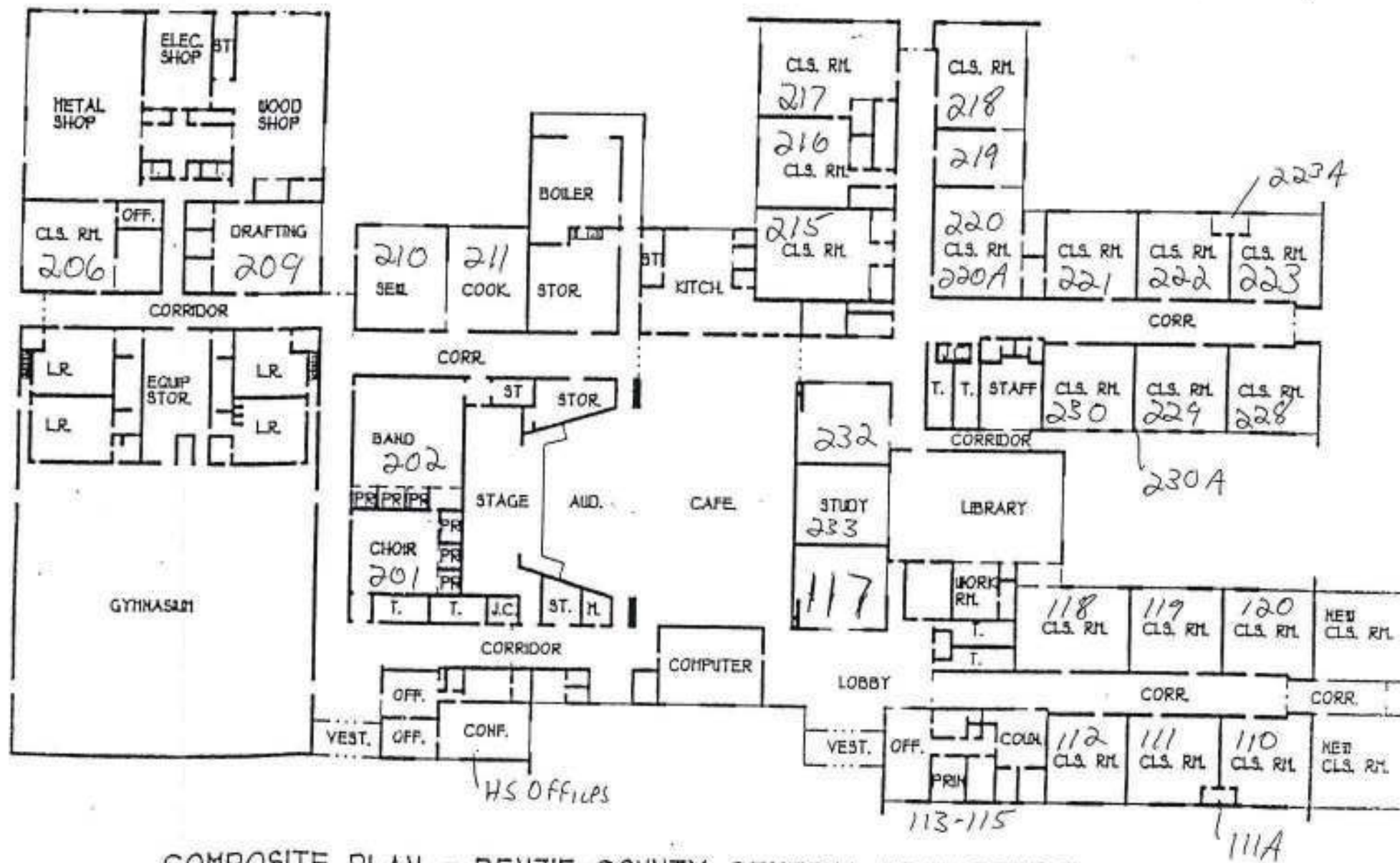
Functional Area	Homogeneous Area	Material Type	Known Assumed	Quantity & Physical Assessment			Response Actions Taken Renovations/Other Comments	Management Planner Recommendations
				SF	LF	PA		
Description	Description	T,S,M	KA	SF	LF	PA	Reason for Change	Notes
Exterior	Glazing	M	K	146 Win.		7	No Change	O & M
Exterior	Caulk on Windows & Soffitts	M	K	NA		7	No Change	O & M
Exterior	Transite	M	A	10295		7	No Change	O & M

(PA) Physical Assessment

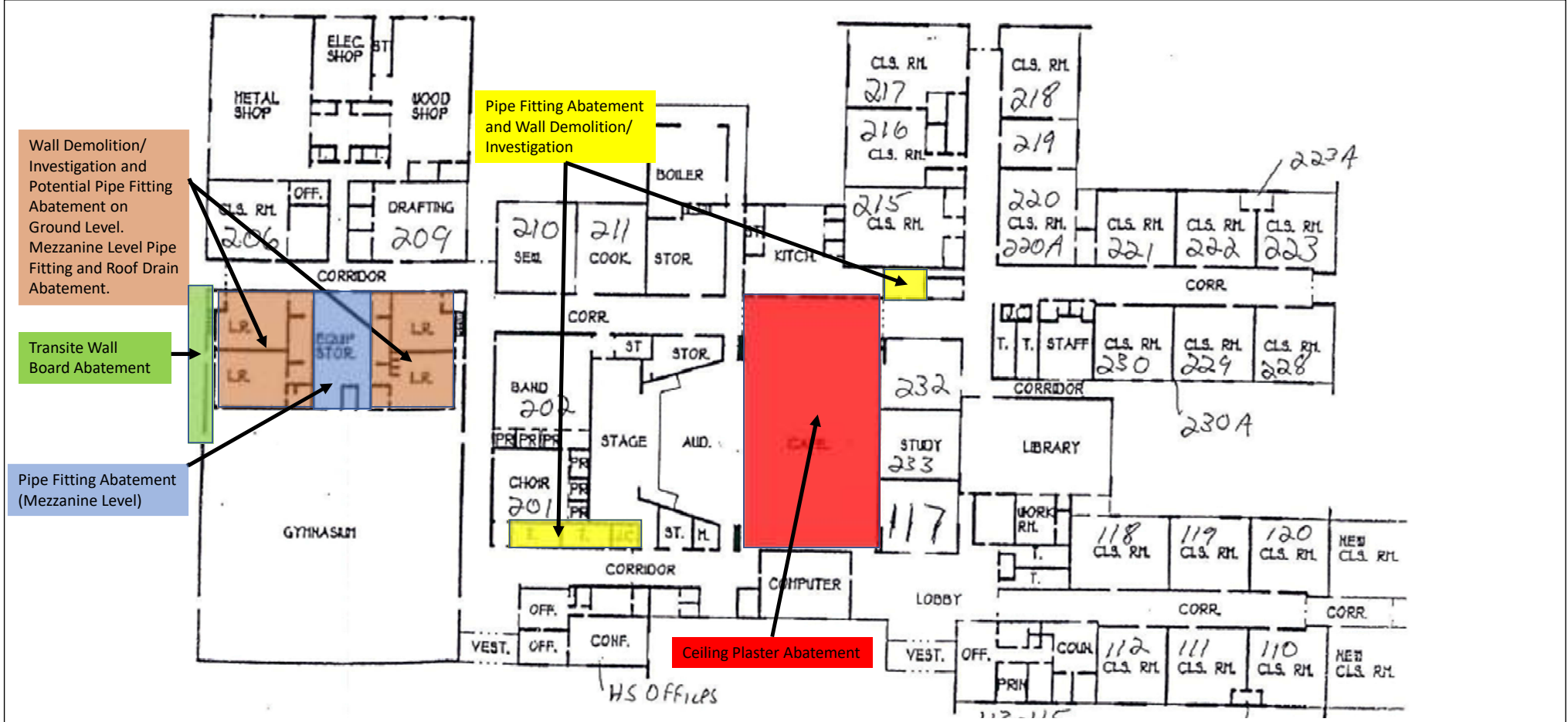
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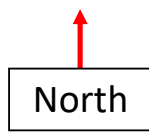
COMPOSITE PLAN - BENZIE COUNTY CENTRAL HIGH SCHOOL



Asbestos Abatement
 Benzie County Central Schools
 Benzie Central High/ Middle School Building
 9300 Homestead Road, Benzonia, Michigan

OTWELL MAWBY, P.C
 309 E. Front Street
 Traverse City, Michigan
 231-946-5200

Project Drawing



Project No:
16-185B

Date:
2/22/2022

Source:
Benzie Co. Central Schools