

SECTION 00400 BID FORM

ASBESTOS ABATEMENT

For

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

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

From: Advanced Environmental Testing & Abatement, Inc.
(Legal name of bidder, hereinafter called "Bidder")

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

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

1. The undersigned, having familiarized itself with the scope of work outlined by the Asbestos Project Manual and local conditions effecting the cost of the Work and considered the availability of labor, materials, necessary tools, expendable equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the Work required for the Project and having considered all applicable laws and regulations that protect the environment or human health and safety, all in strict conformance with the Bidding Documents (including Addenda Nos. 001, _____, and _____, the receipt of which is hereby acknowledged), for the lump sums hereinafter proposed.

2. **BASE BID FOR STRUCTURE**

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

A. The Sum of NO BID Dollars (\$ _____)
for the work at Raytown Middle School outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of Twenty Nine Thousand Nine Hundred Forty Three 29,943.00 Dollars (\$))
for the work at Eastwood Hills Elementary outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of NO BID Dollars (\$))
for the work at Westridge Elementary School outlined in the Asbestos Project Manual and Attachment A.

3. UNIT PRICES (add and deduct)

1.	Unit price per 40-yard asbestos dumpster including placement & disposal	Each	<u>\$ 1600.00</u>
2.	Unit price Asbestos Laborer:	Per Hour	<u>\$ 110.00</u>
3.	Unit price Asbestos Supervisor:	Per Hour	<u>\$ 135.00</u>
4.	Unit price to remove asbestos floor tile & mastic:	Per SF	<u>\$ 5.00</u>
5.	Unit price to remove asbestos floor tile & mastic under carpet:	Per SF	<u>\$ 6.00</u>
6.	Unit price to remove asbestos floor tile & mastic under 12" floor tile:	Per SF	<u>\$ 6.00</u>
7.	Unit price to remove black mastic under carpet:	Per SF	<u>\$ 6.00</u>
8.	Unit price to remove non-asbestos floor tile:	Per SF	<u>\$ 5.00</u>
9.	Mark-up on materials utilized during T&M work:	%	<u>25</u>
10.	Unit price for Re-mobilization to site	Per Event	<u>\$ 750.00</u>

4. FEES FOR CHANGES IN THE WORK:

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

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

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

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

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

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

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

7. CERTIFICATION OF EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION:

The Bidder represents that:

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

8. CERTIFICATION:

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

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

any work thereunder.

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

Advanced Environmental Testing & Abatement, Inc.

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

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

Dated this 17th day of April, 2023.

Advanced Environmental Testing & Abatement, Inc.

(Name of Bidder)

(Corporate Seal)

16511 Cornerstone Drive, Belton, MO 64012

(Address of Bidder)

ATTESTED:

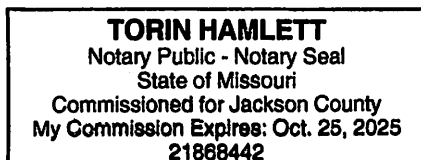


(Notary)



(Signature of Authorized Officer and Title)

KC Regional Mgr





To: Raytown Public School
6608 Raytown Rd.
Raytown, MO
Attn: Josh Hustad

Date: April 4, 2023

Page: One of Three

Job: Raytown Quality Schools – Floor Abatement

Location: Raytown, MO

INSCO Environmental, Inc. (hereinafter designated as "CONTRACTOR") proposes to furnish all material and labor required for the application of the following (hereinafter designated as the "Work") for the amount stated below:

INSCO Environmental, Inc. (IE) is pleased to quote you on furnishing material, equipment, labor and supervision to perform demolition activities on the above referenced project. Our price is based on the laws and regulations in effect at the time of this proposal and the scope of work as determined on the site job walk.

This proposal is subject to the "Conditions" on the reverse side and the following Clarifications". The following Clarifications and/or Exceptions statements are to be included as part of any Contract resulting from this proposal. However, any Contract resulting from this proposal is subject to the mutually agreeable resolutions of the Terms, Clarifications and/or Exceptions.

Labor is based on crew working Monday – Friday 8 hour each day

Onsite water and electricity shall be available to IE at no additional cost.

Our price includes General Liability Insurance (2,000,000/2,000,000 general aggregate coverage, true occurrence form) that specifically covers demolition work.

Any items to be salvaged for future use will be removed and stored by others prior to IE beginning work.

Should the CONTRACTOR's price be included in your bid, then CONTRACTOR's bid will be deemed to have been accepted.

Contract Price \$ See Page 2

INSCO Environmental, Inc.

Robert Wedgeworth

Acceptance Date: _____

By: _____

By: _____

Title: **Vice President**

Customer Name: _____

By: _____

Title: _____

Approval Date: _____



Proposal:

Abatement at Westridge	\$ 12,000.00
Abatement at Eastwood	\$ 27,620.00
Abatement at Raytown Middle	\$ 98,527.00

Scope of Work:

Labor and Materials to Abate floor tile per bid request and walk through on 4/7/23.

Our Price Includes:

- Abatement of Floor tile and Mastic per quantity's provided by Axiom.
- Permits
- Dumpster

Our Price Excludes:

- 3rd Party Air Monitoring / Clearances
- Handling or moving of ANY furnishings or contents of owner
- Any new paint requires due to damage caused from tape to build enclosure for abatement
- Any repairs to wall base trim where damaged due to removal of floor tile
- Overtime / nights
- Taxes

Noteworthy Items:

- IE is a 100% union contractor
- IE's OSHA recordables 0 (14 years)
- IE's compliance violations 0 (14years)
- EMR : 0.79
- Bonding Capacity \$5million single job

Clarifications:

- IE plans on using Floor tile machine to remove tile.

IE is a union contractor. All demolition workers are required to have physicals and as a minimum will have OSHA 10-hour training. In addition, supervisors shall have Competent Person/OSHA 30-hour training in conjunction with Class II abatement training (if necessary).

We appreciate this opportunity and look forward to discussing any questions or clarifications that you may have regarding this proposal. Please do not hesitate to call me at (913) 207-0735.



TERMS AND CONDITIONS

This proposal is subject to acceptance in writing within thirty (30) days of the date of this proposal, unless otherwise noted. Until both parties consummate a contract, we reserve the right to pass along price increases of our suppliers and subcontractors.

InSCO Industries, Inc. reserves the right to withdraw its proposal any time before a formal contract is signed if InSCO deems credit risk is unacceptable.

Our standard terms of payment are net 30 days unless noted in this contract. Contracts extending longer than 30 calendar days in duration, progress payments will be made on the basis of percentage of work completed. Invoices on completed work that are not paid within 45 days of the invoice date will have interest charges added to them a 1 ½ percent per month beginning the 31st day from invoice.

The obligation of InSCO to complete this contract in an orderly fashion is contingent upon the absence of strikes, delays of carriers or suppliers or other conditions beyond InSCO's reasonable control.

This contractor agrees to warrant this project for one year from date of installation and to provide labor to repair or replace any material or equipment provided by us with manufacturing defects or faulty installation of same by our labor force. As this contractor relies on equipment and material manufacturer's warranties, defective parts or materials must be saved for their inspection to consummate a warranty claim. Suppliers reserve the right to determine if the defect can best be corrected by repair or replacement. This contractor does not warrant against any damages incurred due to system operation and maintenance of equipment in other ways than that specified by its manufacturer. The buyer will not be entitled to warranty service until contract is paid in full. All warranty work to be performed during normal working hours.

Title to equipment and material installed by this contractor will pass to the buyer when contracted work is fully paid. Equipment and material installed by this contractor may not be beneficially used until fully accepted.

All prior or supplementary agreements relating to this proposed contract are contained in this proposal. No other prior agreements are recognized unless they are contained herein. Any changes to this proposed contract must be executed in writing and accepted by InSCO.

Temporary services we require. We are to be furnished, without cost to us for service and energy, temporary construction services, adequate in full operation to provide safe, reasonable working conditions to our personnel, and to install, protect and test our work, unless otherwise agreed to by contract specification.

All labor quoted in this proposal (unless otherwise stated) is intended to be accomplished during regular working hours (Monday through Friday, 7:00 a.m. – 3:30 p.m.).

Owner is to supply all Hazardous Material Safety Data Sheets to this contractor where exposure is possible on this project prior to any start of work.

InSCO **will not** agree to "paid if paid" clauses in any contract agreement.

InSCO **will not** agree to any hold harmless agreements, indemnifications or waivers of subrogation on behalf of the architect or engineer. Also, InSCO can only indemnify the owner and general contractor with regard to incidents involving our work for which we are negligent. InSCO assumes no responsibility for full or partial negligence of the Owner, General Contractor and Architect/Engineer.

SECTION 00400 BID FORM

ASBESTOS ABATEMENT

For

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

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

From: Gerken Environmental Enterprise, Inc.
(Legal name of bidder, hereinafter called "Bidder")

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

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

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

2. BASE BID FOR STRUCTURE

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

A. The Sum of Eighty Nine Thousand Five Hundred Dollars (\$ 89,500.00)
for the work at Raytown Middle School outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of Twenty Two Thousand Six Hundred Fifty Dollars (\$ 22,650.00) for the work at Eastwood Hills Elementary outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of Seven Thousand Nine Hundred Fifty Dollars (\$ 7,950.00) for the work at Westridge Elementary School outlined in the Asbestos Project Manual and Attachment A.

3. UNIT PRICES (add and deduct)

1.	Unit price per 40-yard asbestos dumpster including placement & disposal	Each	\$ <u>1750.00</u>
2.	Unit price Asbestos Laborer:	Per Hour	\$ <u>95.00</u>
3.	Unit price Asbestos Supervisor:	Per Hour	\$ <u>105.00</u>
4.	Unit price to remove asbestos floor tile & mastic:	Per SF	\$ <u>4.15</u>
5.	Unit price to remove asbestos floor tile & mastic under carpet:	Per SF	\$ <u>4.75</u>
6.	Unit price to remove asbestos floor tile & mastic under 12" floor tile:	Per SF	\$ <u>5.00</u>
7.	Unit price to remove black mastic under carpet:	Per SF	\$ <u>2.50</u>
8.	Unit price to remove non-asbestos floor tile:	Per SF	\$ <u>3.25</u>
9.	Mark-up on materials utilized during T&M work:	%	<u>15%</u>
10.	Unit price for Re-mobilization to site	Per Event	\$ <u>\$1,000</u>

4. FEES FOR CHANGES IN THE WORK:

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

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

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

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

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

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

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

7. **CERTIFICATION OF EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION:**

The Bidder represents that:

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

8. **CERTIFICATION:**

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

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

any work thereunder.

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

Gerken Environmental

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

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

Dated this 17th day of April, 2023.

Gerken Environmental Enterprise, Inc.

(Name of Bidder)

(Corporate Seal)

1528 W. Mt. Vernon Street, Springfield, MO 65802

(Address of Bidder)

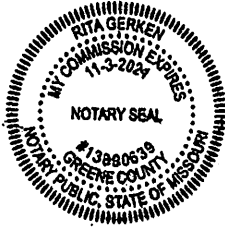
ATTESTED:

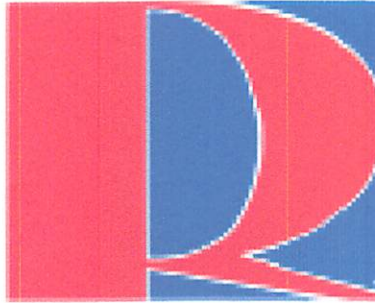
Rita Gerken

(Notary)

[Signature]

(Signature of Authorized Officer and Title)





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

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

Dean Parsons

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

Vice President

Title

Signature of registered agent, legal representative or corporate officer

Notary



Attachment F

Subcontractor List

Subcontractor List

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

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

Subcontractor	Name, Address, City, State
Subcontractor Portion of Work:	NONE
Subcontractor Portion of Work:	
Subcontractor Portion of Work:	
Subcontractor Portion of Work:	

Attachment G

OSHA 10 Affidavit

May 2011

Exhibit 5

AFFIDAVIT OF 10 HOUR OSHA TRAINING

Comes now Dean Parsons as Vice President first
Name Office Held

being duly sworn, on my oath, affirm Gerken Environmental Enterprise, Inc. does
Company Name

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

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



Signature (person with authority)

Dean Parsons
Printed Name

Vice President
Title

April 17, 2023
Date

Subscribed and sworn to before me this 17th of June, 2023.


Signature of notary

April 17, 2023
Date



Attachment H

Drug and Alcohol Testing Program Affidavit

Attachment I

Missouri Service-Disabled Veteran Business Preference

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

SECTION 00400 BID FORM

ASBESTOS ABATEMENT

For

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

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

From: B&R Insulation, Inc
(Legal name of bidder, hereinafter called "Bidder")

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

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

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

2. BASE BID FOR STRUCTURE

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

A. The Sum of one hundred and nine thousand, six hundred and sixty-eight Dollars (\$ 109,668.00)
for the work at Raytown Middle School outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of twenty-eight thousand and fifty-four dollars Dollars (\$ 28,054.00) for the work at Eastwood Hills Elementary outlined in the Asbestos Project Manual and Attachment A.

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

A. The Sum of nine thousand, five hundred and forty-eight Dollars (\$ 9,548.00) for the work at Westridge Elementary School outlined in the Asbestos Project Manual and Attachment A.

3. UNIT PRICES (add and deduct)

1.	Unit price per 40-yard asbestos dumpster including placement & disposal	Each	\$ <u>1,000.00</u>
2.	Unit price Asbestos Laborer:	Per Hour	\$ <u>85.00</u>
3.	Unit price Asbestos Supervisor:	Per Hour	\$ <u>95.00</u>
4.	Unit price to remove asbestos floor tile & mastic:	Per SF	\$ <u>4.50</u>
5.	Unit price to remove asbestos floor tile & mastic under carpet:	Per SF	\$ <u>5.00</u>
6.	Unit price to remove asbestos floor tile & mastic under 12" floor tile:	Per SF	\$ <u>5.00</u>
7.	Unit price to remove black mastic under carpet:	Per SF	\$ <u>3.50</u>
8.	Unit price to remove non-asbestos floor tile:	Per SF	\$ <u>3.00</u>
9.	Mark-up on materials utilized during T&M work:	%	<u>20 %</u>
10.	Unit price for Re-mobilization to site	Per Event	\$ <u>650.00</u>

4. FEES FOR CHANGES IN THE WORK:

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

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

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

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

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

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

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

7. CERTIFICATION OF EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION:

The Bidder represents that:

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

8. CERTIFICATION:

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

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

any work thereunder.

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

N/A

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

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

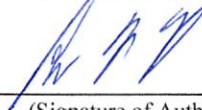
Dated this 17th day of April, 2023.

B&R Insulation, Inc

(Name of Bidder)

15001 West 101st Terr., Lenexa, KS 66215

(Address of Bidder)



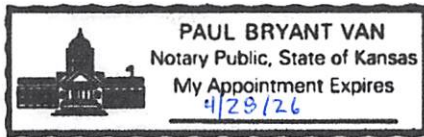
President

(Signature of Authorized Officer and Title)

(Corporate Seal)

ATTESTED:

(Notary)



to be... and... has been... by the... of...

_____ April _____
B.R. Jackson, Inc.

1500 West 10th Street, Topeka, KS 66606

President

