



KINGFISHER COUNTY COMMISSIONERS

Jeff Moss, District 1
Ray Alan Shimanek, District 2
Heath Dobrovolny, District 3

Phone: (405) 375-3808
Fax: (405) 375-2366

Kingfisher County Courthouse
101 S. Main, Room #9
Kingfisher, OK 73750

July 18, 2022

Bid #3-22-23

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Kingfisher County will receive sealed bids for **labor, material, equipment, and insurance necessary to complete the demolition and removal of the old Sheriff's Department**. Bids will be accepted at the Kingfisher County Courthouse in the Office of the County Clerk until 4:00pm on the 9th day of September, 2022 to be opened at their regular meeting of September 12th, 2022.

Specifications of the project are included in the bid packet and also available from the purchasing agent located in the Kingfisher County Clerk's office.

The Board of County Commissioners reserves the right to reject any or all bids. All bidders must complete a statement of non-collusion. Please contact Kingfisher County Clerk's office for bid results at 405-375-3887.

Board of County Commissioners
Kingfisher County Courthouse
Kingfisher, Oklahoma

CHAIRMAN: _____

Heath Dobrovolny

MEMBER: _____

Jeff Moss Foreman

MEMBER: _____

Ray Shimanek

ATTEST:

Jeanie Bower

COUNTY CLERK



VENDOR LIST

For the Demolition and Removal of the old Sheriff's Department

Midwest Wrecking
P.O. Box 14668
OKC, OK 73113
Office (405) 478-8833
Fax (405) 478-0901

Total Demolition Services
7115 Bryant Ave
Oklahoma City, OK 73121
Phone: (405) 562-2994

K&M Wrecking
4920 SW 134th St
Oklahoma City, OK 73173
Phone: (405) 691-5100

Stronghold Environmental
3431 North, MacArthur Blvd
Warr Acres, OK 73122
Phone: (405) 286-5417

Black Rock Demolition LLC
3000 W Memorial Rd Ste 123
Oklahoma City, OK 73120
Phone: (405) 300-4563

Specifications

General: These specifications shall provide for the demolition and removal of the old Sheriff's Department located at 101 S. Main St, Kingfisher, OK and can be visited by appointment with the County Engineer. Bidders are responsible to make appropriate measurements for the bid proposal.

Contact the County Engineer's office at 405-375-3820 with questions.

NOTICE: All Bidders must complete a Statement of Non-Collusion and include a Cashier's Check, a certified check, or a Surety Bond in the amount of five percent (5%) of the gross amount of base bid as a guaranty and must accompany the sealed bid proposal. Deposits will be returned to the unsuccessful bidders and successful bidders, upon awarding of the bid and a submission of a 100% Performance Bond, a 100% Statutory Bond, and a 100% Maintenance Bond.

- Provide 6' chain link fence around the perimeter of the building prior to demolition.
- Remove asbestos containing materials in accordance with ODEQ and ODOL requirements to include a work plan, air monitoring and disposal.
- Provide a hand separation at the canopy on the northwest corner of the building.
- Provide temporary barriers to protect the building to the north.
- Remove the combustible debris from the building prior to structural demolition.
- Demolish and remove two-story building and basement including the concrete foundations.
- Remove the concrete foundations a minimum of 3' below the basement floor.
- Remove the concrete sidewalks, stairs, handicap ramp and landings around the perimeter of the building.
- Remove the brick wall and foundation on the west side of the building.
- Remove the antenna from the top of the building
- Provide water to minimize dust from demolition.
- All debris will be hauled to a licensed landfill.
- Area of demolition will be rough graded upon completion. The dirt banks of the basement will be sloped upon completion.
- Proposal includes all landfill fees, a demolition permit and filing a NESHAP with the Oklahoma Department of Environmental Quality.

Proposals are to exclude backfill of the basement, utility disconnects and an asbestos survey.

**An asbestos survey has been completed and is attached to the bid documents.
Additional copies of the survey are available upon request from the Kingfisher County
Clerk @ 405-375-3887**

JM Environmental LLC 9407 E. 117TH Street S

Bixby Ok 74008

Method EPA 600/R-93/116

CLIENT: KINGFISHER COUNTY COMMISSIONER
HEATH DOBROVOLNY
DISTRICT #3

PROJECT: KINGFISHER PRISON
101 S MAIN ST
KINGFISHER OK 73750

J&M JOB#: _____ SAMPLES COLLECTED BY: JUAN CHIQUIN/ MARC BECKNELL

Laboratory ID Number	Field Sample Number	Sample Location/Description	Asbestos Materials	Non-asbestos Materials	Results
2021416	0101	2X2 CEILING TILE MATERIAL, 2ND FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021417	0201	12X12 VINYL FLOOR TILE MATERIAL, 2ND FL CLOSET		100% NON FIBROUS	NONE DETECTED
2021418	0301	WALL PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021419	0401	WINDOW PUTTY MATERIAL		100% NON FIBROUS	NONE DETECTED
2021420	0501	12X12 VINYL FLOOR TILE MATERIAL, KITCHEN 1ST FL		100% NON FIBROUS	NONE DETECTED
2021421	0601	2X4 CEILING TILE MATERIAL ,KITCHEN		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021422	0701	YELLOW 12X12 VINYL FLOOR TILE MATERIAL 1ST FLOOR		100% NON FIBROUS	NONE DETECTED
2021423	0801	VINYL FLOOR TILE MATERIAL, 1ST FL 2ND LAYER		100% NON FIBROUS	NONE DETECTED
2021424	0801A	BLACK MASTIC MATERIAL UNDER FLOOR TILE		100% NON FIBROUS	NONE DETECTED
2021425	0901	KICKBOARD MATERIAL		100% NON FIBROUS	NONE DETECTED
2021426	1001	GRAY SPECKLE 12X12 VFT BATHROOM		100% NON FIBROUS	NONE DETECTED
2021427	1001A	YELLOW MASTIC MATERIAL		100% NON FIBROUS	NONE DETECTED
2021428	1101	SHEET ROCK /JOINT WALL COMPOUND MATERIAL		3% CELLULOSE 97% NON FIBROUS	NONE DETECTED
2021429	1201	2X2 CEILING TILE MATERIAL, 1ST FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED

Method EPA 600/R-93/116

2021430	1301	2X4 CEILING TILE MATERIAL, 1ST FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021431	1401	INSULATION MATERIAL INSIDE WALL 1ST FLOOR		10% CELLULOSE 90% FIBROUS GLASS	NONE DETECTED
2021432	1501	CONCRETE , WALL MATERIAL		100% NON FIBROUS	NONE DETECTED
2021433	1601	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021434	1602	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021435	1603	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021436	1701	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE
2021437	1702	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE
2021438	1703	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE

RECEIVED: 3/29/21 DATE ANALYZED:

3/29/2021

QA/QC BY: MAB ANALYST'S SIGNATURE:


 JUAN CHIQUIN

The result quantification reported are an estimation based on the methods of visual estimation which is considered only a semi-quantitative technique. Also, this report is indicative only of the sample material J&M Environmental LLC, received. Results do not necessarily reflect the makeup of the entire span from which the samples were derived. Sampling techniques and/or sample handling may affect the integrity of the sample/s before submission to J&M Environmental LLC, and hence the outcome of the laboratory results. Samples not destroyed by testing are retained a minimum of thirty days. This report shall not be reproduced in any way without the written consent of J&M Environmental LLC.







BID BOND

A Bidder's Bond, Certified or Cashier's Check is enclosed in the amount of \$ _____, as required.

STATE OF _____)
) SS:
COUNTY OF _____)

_____; of lawful age, being first duly sworn, upon his oath, deposes and says, that he executed the accompanying bid on behalf of the bidder named therein for the construction of the above improvement in KINGFISHER COUNTY, OKLAHOMA, that he had lawful authority so to do and that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any State or County official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any State or County officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; said bidder has neither directly nor indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders, or other persons of any part of the contract or any part of the profits thereof and that he has not and will not divulge the sealed bid on such public improvement to any person whatsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the sealed bid or bids are opened.

If partnership, give name and address of each partner

By: _____

Address: _____

Incorporated under the laws of the State of: _____

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

(SEAL)

Notary Public

My Commission Expires:

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT, that _____,Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound unto Kingfisher County, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, said sum being the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Kingfisher County Oklahoma, dated _____, 20_____, for:

**Kingfisher County
Demolition and Removal of the old Sheriff's Department**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Kingfisher, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to Kingfisher County, Oklahoma, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **one (1) year** from and after acceptance of said project by Kingfisher County, Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in- fact, duly authorized so to do, the day and year first above written.

Principal:

By: _____

Title

(SEAL)
ATTEST:

Secretary

Surety:

By: _____

Attorney-in-Fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that _____, Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound Kingfisher County, Oklahoma, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with Kingfisher County Oklahoma, dated _____, 20____, for:

**Kingfisher County
Demolition and Removal of the old Sheriff's Department**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Kingfisher, Oklahoma.

NOW, THEREFORE, if said Principal shall in all particulars, well, truly, and faithfully perform and abide by said contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said principal by the terms of said contract and specifications and if said principal shall protect and save harmless Kingfisher County, Oklahoma from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said contract resting upon said principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By:

Title

(SEAL)

ATTEST:

Secretary

Surety:

By:

Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENT, that _____, Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held firmly bound unto Kingfisher County, Oklahoma, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with Kingfisher County Oklahoma, dated _____, 20____, for:

**Kingfisher County
Demolition and Removal of the old Sheriff's Department**

all in compliance with the plans and specifications therefor, made a part of said contract and on file in the Office of the County Clerk, located in the County Courthouse Building in Kingfisher, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts of equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the same Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By:

Title

(SEAL)
ATTEST:

Secretary

Surety:

By:

Attorney-in-Fact

NOTICE TO PROCEED

TO:

FROM: Kingfisher County Commissioners, Kingfisher County, Oklahoma

YOU ARE HEREBY NOTIFIED that all contract documents have been executed and accepted in relation to the contract on

**Kingfisher County
Demolition and Removal of the old Sheriff's Department**

entered into on the ___ day of _____, 20 ____, by and between the County and

_____ and that work may now be commenced in accordance with said Contract. With a contract time of 120 calendar days, the completion date is the ___ day of _____, 20____.

DATED at Kingfisher County, Oklahoma this ___ day of _____, 20____.

Kingfisher County Commissioners, Kingfisher County, Oklahoma

By: _____
Chairman

cc: County Clerk

INVOICE AFFIDAVIT

STATE OF _____)

) SS.

COUNTY OF _____)

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s) he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

**Kingfisher County
Demolition and Removal of the old Sheriff's Department**

Project Name

Project No.

Signature - Contractor or Supplier

Company Name (Print or Type)

Address

City, State, Zip

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

_____, Notary Public

My Commission Expires: _____

CONSTRUCTION CONTRACT

This Contract is made and entered into this ____ day of _____, 20____, by and between Kingfisher County, Oklahoma hereinafter called "County and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the state law and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "state law"), the County has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with state law, the County has approved and adopted all of said Bidding Documents and has caused an Invitation to Bid to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

Kingfisher County Demolition and Removal of the old Sheriff's Department

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Invitation to Bid, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the County, in the manner provided by state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the County has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

Dollars and Cents spelled out here (\$.).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the County Clerk. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."

- 2. Engagement of Contractor. The County hereby engages Contractor to perform certain construction services for the benefit of the County. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

- 3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

- 4. Payments to Contractor. The County shall make payments to the Contractor in the following manner:
 - a. On completion of the work, but prior to the acceptance thereof by the County, it shall be the duty of the County Commissioner, or designee, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the County.

 - b. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the County of the following month.

- 5. Bargaining. The County and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

- 6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.

- 7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the County:

If to Contractor:

Kingfisher County Commissioners
 Kingfisher County Courthouse, 101 S. Main RM# 9
 Kingfisher, OK 73750

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
9. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
10. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
11. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

Date: _____

Kingfisher County Commissioners,

Chairman

(SEAL)

ATTEST:

County Clerk

Approved as to form:

District Attorney

Date: _____, _____

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

State of Oklahoma)
) ss.
County of _____)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to Kingfisher County. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of Kingfisher County, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Printed Name/Title

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

**NESHAP INSPECTION
FOR
ASBESTOS CONTAINING MATERIALS**

PROJECT LOCATIONS:

DEMOLITION AND SITE CLEARING

**101 SOUTH MAIN STREET
KINGFISHER, OK 73750**

PREPARED FOR:

**BOARD OF COUNTY COMMISSIONERS FOR
KINGFISHER
HEATH DOBROVOLNY
101 SOUTH MAIN STREET
KINGFISHER, OK 73750**

PREPARED BY:

MARC BECKNELL

**MARC BECKNELL
OKLAHOMA DOL LICENSED ASBESTOS INSPECTOR
#159142
EXPIRATION 03/10/22**

OF

**J&M ENVIRONMENTAL LLC
9407 E. 117TH STREET SOUTH
BIXBY, OK. 74008
918-282-0019**

April 20, 2021

EXECUTIVE SUMMARY

J&M Environmental has completed the NESHAP survey for suspect asbestos-containing materials (ACM) for the old jail facility in the city of Kingfisher, state of Oklahoma. Marc Becknell and Juan Chiquin, both EPA accredited and ODOL Licensed asbestos inspectors, completed the inspection on March 28, 2021.

The subject site is an approximate 7200 square foot, three-story building. The building is constructed of concrete, stone, and has a built-up tar roof. Interior walls and ceilings plaster and concrete, with some ceiling tiles and sheetrock areas. Flooring consisted of concrete and vinyl, and some carpet.

Upon completion of the inspections and review of laboratory results, the laboratory confirmed asbestos containing materials or assumed asbestos containing materials.

Site	Cat. I NF	Footage	Cat. II NF	Footage	RACM	Footage
101 S. Main St	NONE	0	NONE	0	YES	100LF

**The RACM is the piping insulation located in the basement/boiler room. This material must be removed prior to demolition by OSHA Class I trained individuals and must be disposed of as regulated material in an approved landfill.

It is the opinion of the inspector, Marc Becknell, that the content of this report accurately represents the conditions found at the time this survey was conducted.

Marc Becknell

Marc Becknell
ODOL Asbestos Inspector
Expiration 03/10/22

I. Introduction:

J&M Environmental LLC has completed the NESHAP pre-demolition/renovation inspections on the above referenced locations. The inspections were conducted at the request of Heath Dobrovolny, Kingfisher County Commissioner, District #3.

Federal Environmental Protection Agency (EPA) rules under NESHAP regulations as mandated by 40 CFR 61 Subpart M, state that prior to the commencement of the demolition or renovation of a facility, the contractor/building owner must thoroughly inspect the affected facility or parts of the facility where the demolition or renovation operation will occur for asbestos containing materials. The sampling protocol used for collection of these samples will be according to rules set forth in EPA AHERA legislation under 40 CFR 763. Only EPA certified and Oklahoma Department of Labor licensed asbestos inspectors were used to conduct the inspections and report generation.

II. Site Inspection/Description:

J&M Environmental LLC has completed the NESHAP survey for suspect asbestos-containing materials (ACM) for the following structures:

- 101 S. Main St. in the city of Kingfisher, state of Oklahoma.

Marc Becknell and Juan Chiquin, both EPA accredited and ODOL Licensed asbestos inspectors, completed the inspections on March 28, 2021.

The subject site is an approximate 7200 square foot, three-story building. The building is constructed of concrete, stone, and has a built-up tar roof. Interior walls and ceilings are plaster and concrete, with some ceiling tiles and sheetrock some areas. Flooring consisted of concrete and vinyl, and some carpet.

During the on-site inspection, we visually assessed the physical characteristics of suspect asbestos-containing materials (SACM) based on homogeneous areas. Homogeneous areas are areas uniform by color, texture, construction, date of application, and in general appearance. Each observed homogeneous area of suspect ACM was assigned a unique identification number, described, and then measured. Possible homogeneous areas of suspect ACM materials include the following:

Cement Pipes	Elevator Brake Shoes
Cement Wallboard	HVAC Duct Insulation
Cement Siding	Boiler Insulation
Asphalt Floor Tile	Breaching Insulation
Vinyl Floor Tile	Ductwork Flexible Fabric Connections
Vinyl Sheet Flooring	Cooling Towers Fill
Flooring Backing	Pipe Insulation (corrugated air-cell, block, etc.)
Construction Mastics (floor tile, carpet, ceiling tile, etc.)	Heating and Electrical Ducts
Acoustical Plaster	Electrical Panel Partitions
Decorative Plaster	Electrical Cloth
Textured Paints/Coatings	Electric Wiring Insulation
Ceiling Tiles and Lay-in Panels	Chalkboards
Spray-Applied Insulation	Roofing Shingles
Blown-in Insulation	Roofing Felt

Note: The above list does not include every product/material that may contain asbestos. It is intended as a general guide to show which types of materials may contain asbestos.

For purposes of renovation and demolition, homogeneous areas of suspect asbestos-containing materials can be further classified according to NESHAPs rules by whether the material is friable ACM, Category I Non-friable ACM, or Category II Non-friable ACM.

Friable ACM is defined by NESHAPS rules as any material containing more than one percent (1%) asbestos as determined by Polarized Light Microscopy, that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.

Category I Non-friable ACM is defined by NESHAPS rules as any asbestos-containing packings, gasket, construction mastic, resilient floor covering or asphalt roofing product that contains more than one percent (1%) asbestos as determined by Polarized Light Microscopy.

Category II Non-friable ACM is defined by NESHAPS rules as any material, excluding Category I non-friable ACM, containing more than one percent (1%) asbestos as determined by Polarized Light Microscopy, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

III. Bulk Sample Collection:

Upon completion of the visual assessment for this site, there were eighteen (18) suspect areas identified for sample collection and analysis.

1. 2'x2' ceiling tile, 2nd floor.
2. 12"x12" vinyl floor tile, 2nd floor closet.
3. Wall plaster material 2nd floor.
4. Exterior window putty material.
5. 12"x12" vinyl floor tile, kitchen 1st floor.
6. 2'x4' ceiling tile, kitchen.
7. Yellow 12"x12" vinyl floor tile, 1st floor.
8. Vinyl floor tile, 1st floor, 2nd layer and associated mastic.
9. Kickboard material.
10. Gray speckle 12"x12" vinyl floor tile, bathroom.
11. Sheetrock/joint wall compound.
12. 2'x2' ceiling tile, 1st floor.
13. 2'x4' ceiling tile, 1st floor.
14. Insulation material inside wall, 1st floor.
15. Concrete/plaster wall material, 1st floor.
16. 4" pipe insulation, basement.
17. 2" pipe insulation, basement.
18. Ceiling/wall plaster material.

A copy of the field inspector's notes and assessment data sheets are available in **Appendix 'B'**.

IV. Bulk Sample Analysis:

Samples were collected from each homogeneous area according to protocol listed in 40 CFR 763 Appendix E and sent under chain-of-custody to J&M Environmental for laboratory analysis, AIHA reference laboratory #232288. All samples were analyzed using Polarized Light Microscopy (PLM) in accordance with EPA Method 600R-93/116. If the presence of asbestos was confirmed, the percentage of asbestos containing material versus non-asbestos containing material was visually estimated by a combination of Polarized Light and Stereo Microscope.

Asbestos was found above the 1% threshold or assumed to contain asbestos above the threshold in the following sampled or suspect areas:

- Pipe insulation located in the basement/boiler room.

Please see **Appendix 'B'** for a copy of complete laboratory results.

V. Conclusions:

According to federal NESHAP regulations and the Oklahoma Department of Environmental Quality, regulated asbestos containing materials (RACM) must be removed prior to any demolition or renovation process that may disturb them. RACM can be defined as (a) all friable asbestos, (b) Category I non-friable ACM that has become friable, (c) Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, (d) or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Category I Non-friable materials that are not RACM may remain during demolition activities as long as there are no visible emissions and that they are not subjected to sanding, grinding, cutting, or drilling.

Category II Non-friable materials must be removed prior to any demolition or renovation activity that will crumble, pulverize, or reduce to powder the said materials. This material must be handled according to OSHA 29 CFR 1926.1101 as a Class II work activity.

VI. Exclusions:

J&M Environmental's performance was in keeping with the standard of care common for such NESHAP inspections, but the report shall not constitute a warranty against losses or costs associated with unidentified ACM at any surveyed site due to lack of access or sample constraint. It should be recognized that the potential exists for ACM to be present in areas obstructed from view or inaccessible areas, such as areas behind 'hard' walls or ceilings, or areas within highly discretionary spaces that could not be identified without implementing a more destructive sampling technique or putting the inspector in undue danger. This survey was limited to visible and accessible areas only.

APPENDIX A
LICENSES AND CERTIFICATIONS

Oklahoma Department of Labor
Asbestos License

This certifies that Marc Becknell
has successfully met the certification requirements under
the Oklahoma Asbestos Control Act 40 O.S. § 450, et seq
Abatement of Friable Asbestos - M 26.000 Rules OAC
300-10 in the following:



Inspector



Leslie Osborn
Leslie Osborn
Labor Commissioner

License #: 159142

Expires: 03/10/2022

Not intended for ~~renewal~~ purposes Issued: 03/22/2021

— I M I C A —

certifies that

Marc Becknell

has successfully completed an intensive course of instruction in

Asbestos Identification Using Polarized Light Microscopy

given by Microscopy Instruction, Consultation & Analysis

presented this 7th day of December, 2007



— I M I C A —

Peter M. Cooke
PETER M. COOKE

Oklahoma Department of Labor
Asbestos License

This certifies that Juan Chiquin
has successfully met the certification requirements under
the Oklahoma Asbestos Code, 202 OKS 6450, et seq.
Abatement of Friable Asbestos, 202 OKS 6450, et seq.
380.50 in the following:

Inspector

Linda Osborn
Linda Osborn
Labor Commission Director



License #: 157877
Expires: 01/20/2022
Issued: 02/09/2021

Not intended for identification purposes

McCRONE RESEARCH INSTITUTE



certifies that

Juan Carlos Chiquin

has successfully completed an intensive course of instruction in

Microscopical Identification of Asbestos

given by the McCrone Research Institute

Presented this 16th day of August 2002

And M Bone

David A. Long

Course Date: August 12-16, 2002
3.5 CEU's

APPENDIX B
ASSESSMENT DATA SHEETS, CHAIN OF CUSTODY
REPORT AND LABORATORY ANALYSIS

JM ENVIRONMENTAL LLC

AIHA REFERENCE LABORATORY#232288

CLIENT: KINGFISHER COUNTY COMMISSIONER
 HEATH DOBROVOLNY
 DISTRICT #3

PROJECT: KINGFISHER JAIL
 101 S MAIN ST
 KINGFISHER OK 73750

J&M JOB#: _____ SAMPLES COLLECTED BY: JUAN CHIUIN/ MARC BECKNELL

Laboratory ID Number	Field Sample Number	Sample Location/Description	Asbestos Materials	Non-asbestos Materials	Results
2021416	0101	2X2 CEILING TILE MATERIAL, 2ND FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021417	0201	12X12 VINYL FLOOR TILE MATERIAL, 2ND FL CLOSET		100% NON FIBROUS	NONE DETECTED
2021418	0301	WALL PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021419	0401	WINDOW PUTTY MATERIAL		100% NON FIBROUS	NONE DETECTED
2021420	0501	12X12 VINYL FLOOR TILE MATERIAL, KITCHEN 1ST FL		100% NON FIBROUS	NONE DETECTED
2021421	0601	2X4 CEILING TILE MATERIAL, KITCHEN		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021422	0701	YELLOW 12X12 VINYL FLOOR TILE MATERIAL 1ST FLOOR		100% NON FIBROUS	NONE DETECTED
2021423	0801	VINYL FLOOR TILE MATERIAL, 1ST FL 2ND LAYER		100% NON FIBROUS	NONE DETECTED
2021424	0801A	BLACK MASTIC MATERIAL UNDER FLOOR TILE		100% NON FIBROUS	NONE DETECTED
2021425	0901	KICKBOARD MATERIAL		100% NON FIBROUS	NONE DETECTED
2021426	1001	GRAY SPECKLE 12X12 VFT BATHROOM		100% NON FIBROUS	NONE DETECTED
2021427	1001A	YELLOW MASTIC MATERIAL		100% NON FIBROUS	NONE DETECTED
2021428	1101	SHEET ROCK JOINT WALL COMPOUND MATERIAL		3% CELLULOSE 97% NON FIBROUS	NONE DETECTED
2021429	1201	2X2 CEILING TILE MATERIAL, 1ST FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED

2021430	1301	2X4 CEILING TILE MATERIAL, 1ST FLOOR		3% CELLULOSE 27% FIBROUS GLASS 70% NON FIBROUS	NONE DETECTED
2021431	1401	INSULATION MATERIAL INSIDE WALL 1ST FLOOR		10% CELLULOSE 90% FIBROUS GLASS	NONE DETECTED
2021432	1501	CONCRETE, WALL MATERIAL		100% NON FIBROUS	NONE DETECTED
2021433	1601	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021434	1802	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021435	1603	4" PIPE INSULATION MATERIAL, BASEMENT	28% CHRYSOTILE	72% NON FIBROUS	POSITIVE
2021436	1701	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE
2021437	1702	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE
2021438	1703	2" PIPE INSULATION MATERIAL, BASEMENT	40% CHRYSOTILE	60% CELLULOSE	POSITIVE
2021439	1801	CEILING PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021440	1802	CEILING PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021441	1803	CEILING PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021442	1804	CEILING PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED
2021443	1805	CEILING PLASTER MATERIAL		100% NON FIBROUS	NONE DETECTED

RECEIVED: 3/29/21 DATE ANALYZED:3/29/2021QA/QC BY: MAB ANALYST'S SIGNATURE:


 JUAN CHIQUIN

The result quantification reported are an estimation based on the methods of visual estimation which is considered only a semi-quantitative technique. Also, this report is indicative only of the sample material J&M Environmental LLC, received. Results do not necessarily reflect the makeup of the entire span from which the samples were derived. Sampling techniques and/or sample handling may affect the integrity of the sample/s before submission to J&M Environmental LLC, and hence the outcome of the laboratory results. Samples not destroyed by testing are retained a minimum of thirty days. This report shall not be reproduced in any way without the written consent of J&M Environmental LLC.

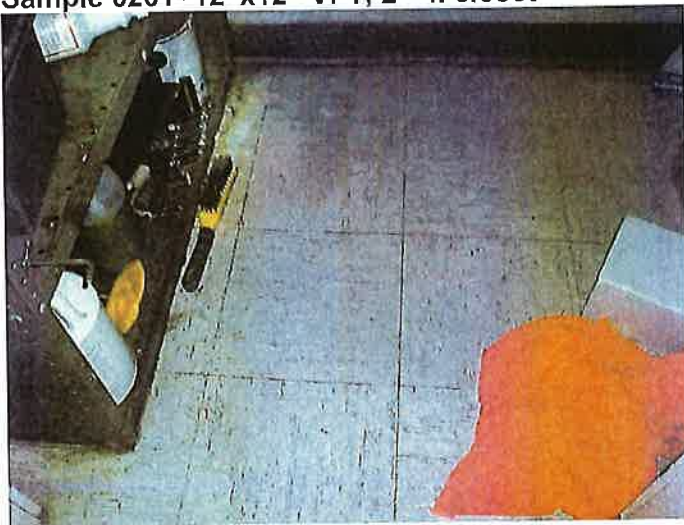
Appendix C

Pictures of Homogeneous Areas

- Sample 0101- 2'x2' Ceiling tile



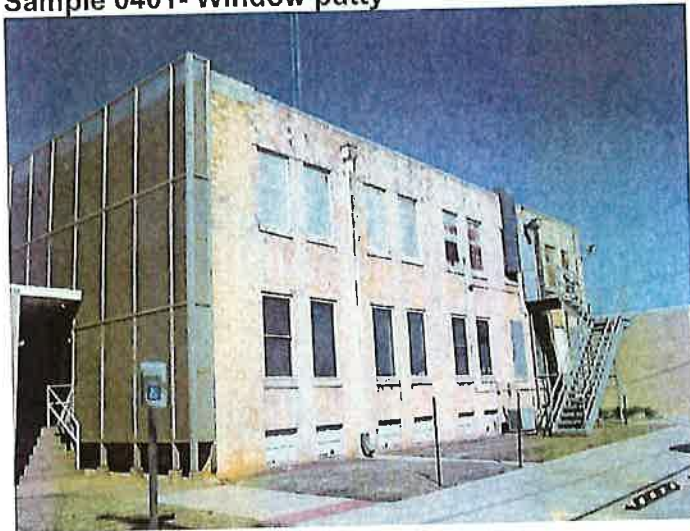
- Sample 0201- 12"x12" VFT, 2nd fl closet



- **Sample 0301- Wall Plaster**



- **Sample 0401- Window putty**



- **Sample 0501- 12"x12" VFT, 1st fl kitchen**



- **Sample 0601- 2'x4' ceiling tile, kitchen**



- Sample 0701- yellow 12"x12" vft, 1st floor



- Sample 0801- VFT, 1st floor, 2nd layer



- **Sample 0901- kickboard material**



- **Sample 1001- gray speckle 12"x12" vft, bathroom**



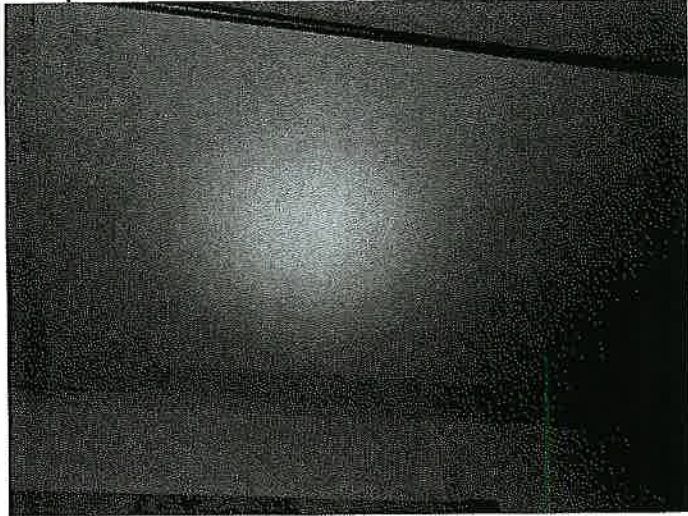
- **Sample 1101- Sheetrock/joint wall compound**



- **Sample 1201- 2'x2' ceiling tile, 1st floor**



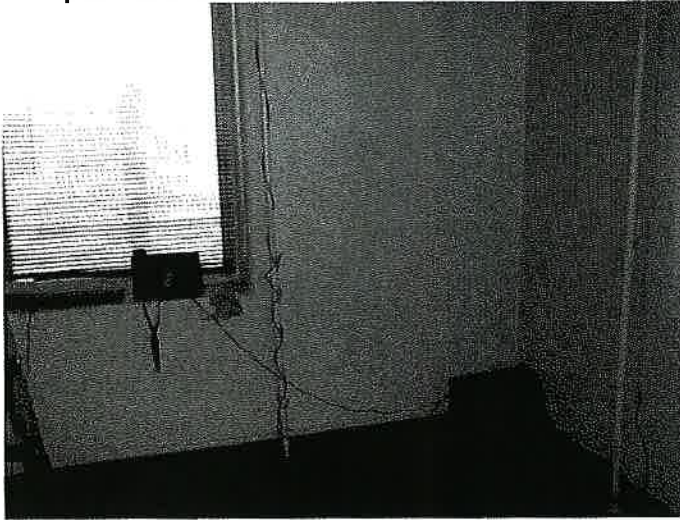
- **Sample 1301- 2'x4' ceiling tile- 1st floor**



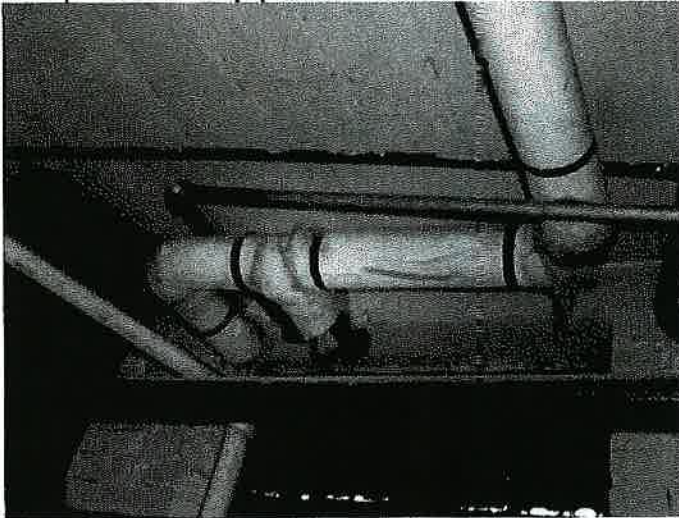
- **Sample 1401- insulation material inside wall**



- **Sample 1501- Concrete wall material**



- **Sample 1601- 4" pipe insulation**



- **Sample 1701- 2 inch pipe insulation**



- **Sample 1801- ceiling plaster**



S.A. & I. 425 (2000)

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

State of Oklahoma) SS

County of Kingfisher)

_____, lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of contract.

Bidder:

Name:

Address:

Phone Number:

Signature

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

Notary Public (or Clerk or Judge)

My commission expires: _____

Note:

Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla. St. Ann. 138