

BILL NO.: 4989

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENVIRONMENTAL OPERATIONS INC ACCORDING TO BID #938 – ENVIRONMENTAL ABATEMENT OF 6140 N. HANLEY RD (OLD CITY HALL) (THE CITY DOES HEREBY FIND AND DECLARE THAT AN EMERGENCY EXISTS WHICH REQUIRES THE IMMEDIATE PASSAGE OF THIS ORDINANCE FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized to execute an Agreement for asbestos remediation service according to RFQ #938, Demolition of 6140 N. Hanley Road (Old City Hall), to Environmental Operations, Inc.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.
- Section 4.** The City does hereby find and declare that an emergency exists which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this _____ day of _____ 2023

2nd Reading this _____ day of _____ 2023

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman Williams	Aye ____	Nay ____	Absent ____	Abstain ____
Councilman Hoskins	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman Anthony	Aye ____	Nay ____	Absent ____	Abstain ____
Councilman Hindeleh	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman-at-Large Crawford-Graham	Aye ____	Nay ____	Absent ____	Abstain ____
Mayor Deinbo	Aye ____	Nay ____	Absent ____	Abstain ____



MEMORANDUM TO CITY COUNCIL

TO: The Honorable Mayor and Members of the City Council

FROM: Elliot Liebson, Director of Planning and Development

THRU: Nathan Mai-Lombardo, City Manager

DATE: November 6, 2023

SUBJECT: **Selection of Environmental Operations, Inc. to abate old city hall (6140 N. Hanley).**

BACKGROUND

The RFQ for this project was published in September, with a response deadline of October 11th. We received seven bids, of which the lowest and best bid was from Environmental Operations, Inc. I recommend them for the following reasons:

- They have the second lowest quoted fee (\$111,900).
- Their reputation based on comments received and my own personal experience is uniformly positive.
- Their bid package was the most complete.
- Concerns were raised by prior clients of the lowest bidder (Spray Services) about certain aspects of their work.

IMPACT ON BUDGET

\$111.900

SUPPORTING DOCUMENTS

Please find attached the bid results from the October 11, 2023 bid opening and Environmental Operations, Inc, bid packet.

2023 BUDGET AMOUNT

\$500,000 ('site prep')

RECOMMENDED CITY COUNCIL ACTION

Approve Environmental Operations, Inc., for the project.

Respectfully Submitted,

This will verify that at 11:30 am on October 11, 2023
 BID NO. 938 "Asbestos remediation of 6140 North Hanley Road" was open and read aloud.
Signed: Deanna Jones Title: City Clerk

Scoring Criteria		Adv. Env. Svcs	Midwest Svc. Group	Global Environmental	Cardinal Env. Operations	Spray Services	Environmental ops	Alliance Certified Restoration
environmental remediation bid.		\$ 125,700.00	\$ 116,988.00	\$ 129,970.00	\$ 117,189.00	\$ 87,029.75	\$ 111,900.00	141,500-153,500
Air Monitoring Fee		\$ -	\$ -	\$ -	13,600-16,300	\$ -	\$ -	15,000-18,000
TOTAL		\$ 125,700	\$ 116,988	\$ 129,970	130,789-133,489	\$ 87,030	\$ 111,900	156,500-171,500
(air monitoring included in bid?)		yes	yes	yes	no (daily rate)	yes	yes	no (daily rate)
Comments/rec's:								
Spray Services Inc	87,030	concern about safety, paperwork was issue in one project; vendor employees turned off heat in one building without informing city staff.						
Advanced Environmental	125,700							
Midwest Service Group	116,988							
Global Environmental	129,970							
Cardinal Environmental ops	130.7-133.4							
Environmental ops	111,900	*bid price is inclusive of all details listed in scope of work						
bid packet:		Adv. Env. Svcs	Midwest Svc. Group	Global Environmental	Cardinal Env. Operations	Spray Services	Environmental ops	Alliance Certified Restoration
cover page		no	no	no	x	no	x	x
project agreement		x	x	no	no	no	x	no
performance /payment bond form		no ('upon award')	x	no	no	no	x	no
itemized bid prices		no	no	no	x	no	no*	no
asbestos/lead bid sheet		x	x	x	x	x	x	x
total bid price form		x	x	x	x	x	x	x
company information		x	x	x	x	x	x	x
Aff. Action statement		x	x	x	x	x	x	x
Aff. Action questionnaire		x	x	no	x	x	x	x
specs for remediation/add'l info form		x	x	x	x	x	x	x
bid bond		x	x	x	no	x	x	x
insurance certificate		no	x	no	no	x	x	no



**Environmental
Operations, Inc.**
CLEARING THE WAY

October 11, 2023

EOI Proposal # P14648

Mr. Nathan Mai-Lombardo
City Manager
8425 Airport Road
Berkeley, Missouri 63134

**Subject: Proposal for Professional Asbestos Abatement Services
Old Berkeley City Hall- Bid #938
6140 North Hanley Road
Berkeley, Missouri 63134**

Dear Mr. Mai-Lombardo:

Environmental Operations, Inc. (EOI) is pleased to submit this proposal to you for Professional Asbestos Abatement Services at the above referenced subject site located in Berkeley Missouri. EOI will provide Environmental Protection Agency (EPA) accredited and Missouri licensed asbestos workers and a supervisor to conduct the scope of work. EOI will perform the abatement services in accordance with the Federal NESHAP, OSHA 29 CFR 1926.1101, and local regulations.

SCOPE OF WORK

EOI proposes to remove and properly dispose of the asbestos containing materials (ACM) identified in the asbestos survey completed by ENPAQ LLC dated September 2023. **Project #23-192**

CLARIFICATIONS/EXCLUSIONS

- EOI will remove all (ACM) materials in accordance with St. Louis County Ordinance 612.530 (7.1) procedures for full containment.
- The building owner will provide the necessary utilities (ie: water & electricity) to perform the abatement activities.
- EOI assumes once work commences, work will be completed without interruptions.
- Standard insurance requirements are included in this proposal.
- EOI understands the scope of work can be performed during the normal business hours of 7:00am-3:30pm Monday-Friday. No premium cost for off-hour work has been included in this proposal.

COSTS

Asbestos Abatement:

\$ 111,900.00

The cost includes all materials, equipment, air monitoring, union labor, and waste disposal required to complete this project. EOI is available to begin the 10-day notification to St. Louis County Air Pollution Control Program upon receipt of a written notice to proceed.

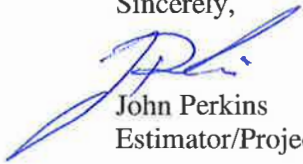
6140 North Hanley Road
October 11, 2023
Page 2

TERMS OF PAYMENT

The terms of payment are 100% due within 30 days of receipt of the invoice. A 1.5% service charge per month (18% per annum) will be charged on all past-due accounts.

If you have any questions regarding this proposal, please call my office at (314) 241-0900. EX-302

Sincerely,



John Perkins
Estimator/Project Manager

ACCEPTED BY:

NAME:

TITLE:

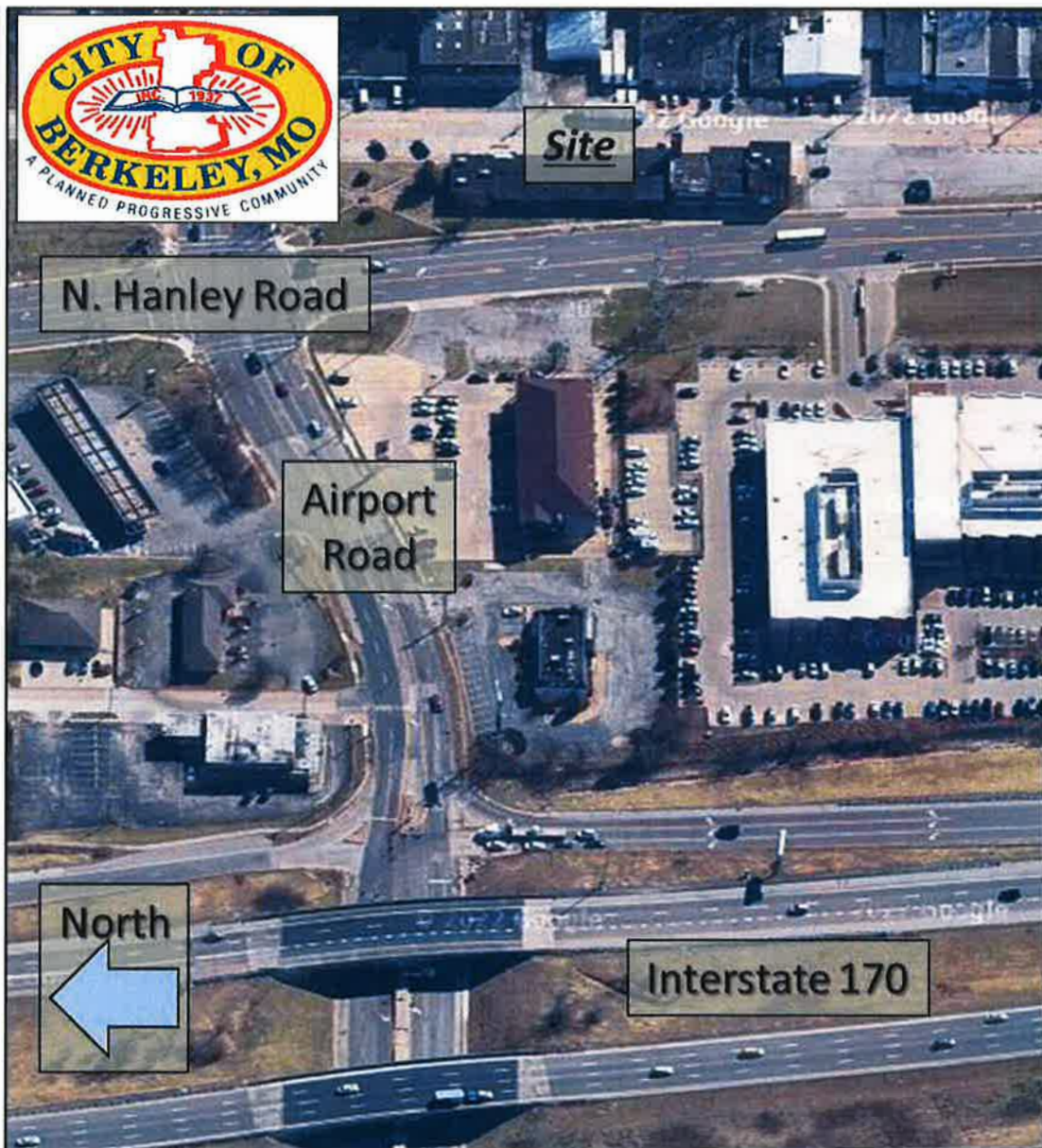
SIGNATURE:

DATE:

Asbestos remediation of old City Hall (6140 N. Hanley Rd)
Bid #938
City of Berkeley, 8425 Airport Road
Berkeley Missouri 63134
314-524-3313

Bids shall be submitted in a sealed envelope clearly marked
"BID #938 - REMEDIATION OF 6140 NORTH HANLEY ROAD" on the outside.

Bid Opening Date, Wednesday, October 11, 2023, at 11:30 AM
At which time the bid will be opened and publicly read aloud



**REMEDICATION OF 6140 N. HANLEY ROAD
CITY OF BERKELEY, MISSOURI
TOTAL BID PRICE FORM**

Date: October 11, 2023

To: Deanna Jones
City Clerk
8425 Airport Road
Berkeley, Missouri 63134

Dear Ms. Jones,

The Undersigned, Having Familiarized (Himself) (Themselves) (Itself) With The Existing Conditions Of The Project Affecting The Cost Of Work, And With The Contract Documents, Hereby Proposes To Furnish All Supervision, Technical Personnel, Labor, Materials, Machinery, Tools, Appurtenances, Equipment And Services, Including Utility And Transportation Services Required To Perform The **"Remediation Of 6140 N. Hanley Road "** And Site Restoration In Connection With Work Within The City Of Berkeley.

2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

3 The bidder is prepared to submit a financial and experience statement upon request.

4. **TOTAL BID PRICE: (ASBESTOS/LEAD ABATEMENT)** \$ 111,900

PROJECT AGREEMENT

THIS AGREEMENT made this 11 day October 2023, by and between the City of Berkeley (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and Environmental Operations (a partnership, corporation or an LLC) hereinafter called the "Contractor" and the City of Berkeley, Missouri.

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services and perform and complete all work required for the Remediation and removal of asbestos containing materials in the structure located at 6140 N. Hanley Road, within the City of Berkeley, Missouri; and site restoration, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

The Contractor must contact the City at least five (5) working days prior to start of project so that residents can be notified of project commencement date.

The Contractor shall receive direct pay from the City of Berkeley for the performance of the contract in current funds, for work performed at the prices stipulated on the attached bid for the work completed subject to any additions and deductions mutually agreed upon by both parties of this agreement.

CONTRACT: The executed Contract documents consist of the documents furnished to each bidder and the Contractor for this project.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in **one (1) original and three (3) copies** on the day and year first above written.

Attest: Staci Monnig

By Staci Monnig

Title: Executive Assistant

Environmental Operations

Contractor

By: John Perkins

Title: Project Manager

Street: 7733 Forsyth Blvd. Suite 1600

City: Clayton, Missouri 63105

**CITY OF BERKELEY,
MISSOURI**

By: _____

Title: _____

By: _____

Title: _____

Street: _____

City: _____

PERFORMANCE AND PAYMENT BOND FORM

KNOWALL MEN BY THESE PRESENTS, THAT we Environmental Operations, Inc., as principal, and Euler Hermes North American Insurance Company as Surety, are held and firmly bound unto the CITY OF BERKELEY, in the sum of 10% Dollars (\$) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by theses presents.

WHEREAS, the Principal has, by means of a written agreement dated the 11th day of October, 2023, enter into a contract with the City of Berkeley for "Remediation of 6140 North Hanley Road."

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City of Berkeley, with or without notice to the Surety and during the life of any guaranty required under the contract ; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payments for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Berkeley, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contractor or in the work to be done under it or the giving by the City of Berkeley of any extension of the time for the performance of contract or any other forbearance on the part of either the City of Berkeley, the Principal to the other, shall not in any way release the Principal and the Surety, or either of any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being here by waived.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: Environmental Operations, Inc.

Signature of President: 

SURETY

Surety Name: Euler Hermes North American Insurance Company

Attorney-in-Fact: Andrew P. Thome

Address of Attorney-in-Fact: 825 Maryville Centre Drive, Suite 200

City/State/Zip St. Louis, MO 63017

Telephone Number of Attorney-in-Fact: _____

Signature of Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney

**SUBMIT THIS FORM WITH BID NO. 938:
ADDITIONAL INFORMATION**

It is the Owner's intent to attain Substantial Completion within 60 days.

Water service shall be tapped off by licensed plumber, Missouri American Water shall be notified by the contractor.

Contractor shall have sufficient personnel, equipment and material on a standard straight time Work week to conform to Remediation requirements.

SCOPE OF WORK:

• Contractor to remove the following asbestos-containing materials (ACM's) in the amounts and locations specified in the Bulk Sampling Report:

- | | |
|-------------------------------------|---|
| ○ 9" floor tile and mastic (red) | ○ Interior/exterior window glazing |
| ○ 12" floor tile and mastic (white) | ○ TSI pipe insulation and mudded fittings |
| ○ Ceiling tile and adhesive (brown) | ○ Boiler insulation adhesive |
| ○ Drywall system | ○ Flue packing |
| ○ Stair tread mastic | ○ Tank insulation |
| ○ Exterior/interior door caulk | |

- Work areas will be sealed off during removal operations.
- All workers are trained and certified to handle asbestos.
- All asbestos to be properly wetted during removal and placed in 6 mil burial bags.
- All asbestos debris to be taken to an EPA approved sanitary landfill for disposal.
- Negative air, high efficiency particulate air (HEPA) equipped filtering machines to be used to filter the air during the removal process.
- Air samples to be taken upon completion of the project to ensure clean air has been achieved.
- Samples to be taken by an independent, third-party technician.
- Air clearance samples to be performed by a Missouri Licensed Air Technician.
- Owner to remove all molding, furniture and any fixtures necessary to access all of the flooring to be removed.
- All work areas to be HEPA vacuumed after the work is completed.
- Contractor to prepare the required Ten (10) day notification to St. Louis County.
- The proposed pricing is valid for Sixty (60) days from posted date of this request.

Acceptable work hours are Monday through Friday during daylight hours. No work will be permitted on Saturdays or Sundays.

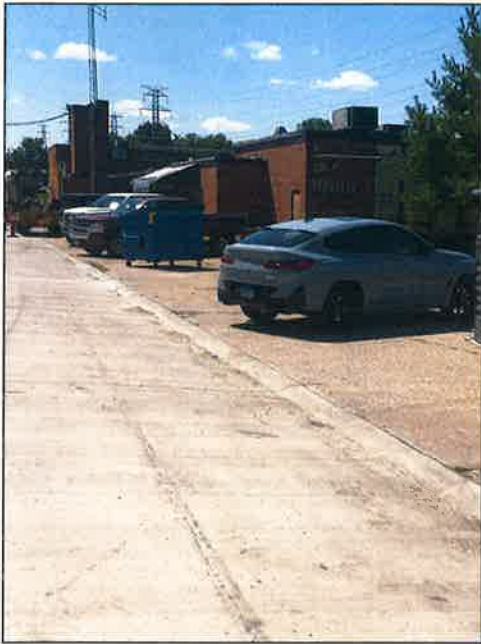
I have read all the above **Specifications for Remediation**, and initialed where noted and hereby agree to return to the City of Berkeley and comply with all of the terms and conditions listed in the Specifications.

Environmental Operations
Company's Name

24-07-0001
License

10-11-23
Date

Exterior:



Interior:



(plan rolls/files will be removed separately and digitized)





ASBESTOS BULK SAMPLING REPORT:

**FORMER CITY OF BERKELEY CITY HALL
6140 NORTH HANLEY ROAD
BERKELEY, MISSOURI 63134**



PREPARED FOR:

**ADVANCED ENVIRONMENTAL SERVICES
3100 GRAVOIS AVENUE
ST. LOUIS, MO 63118**

PREPARED BY:

**ENPAQ, LLC
3130 GRAVOIS AVENUE
ST. LOUIS, MO 63118**

SEPTEMBER 2023

ENPAQ PROJECT NUMBER 23-192

DOCUMENT TO BE RETAINED INDEFINITELY

EXECUTIVE SUMMARY

This Asbestos Bulk Sampling Report was conducted by ENPAQ, LLC for Advanced Environmental Services in accordance with United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs) regulations following the Occupational Safety and Health Administration (OSHA) asbestos survey requirements. The subject property, Former City of Berkeley City Hall, is located at 6140 North Hanley Road, St. Berkeley, MO 63134. Per earlier conversations with the Owner, we understand it is the Owner's intent to demolish the structure.

Asbestos bulk sampling was conducted by ENPAQ representatives Anthony Hagerty, James Earle and Zachary Haselhorst on August 16-18, 2023. The ENPAQ inspection team are Environmental Protection Agency (EPA) trained and Missouri Department of Natural Resources (MDNR) licensed asbestos building inspectors (*Appendix - D Personnel and Laboratory Certifications*). Detailed descriptions of the asbestos samples results are presented in the tables within sections 2.1 and 2.2 *Positive and Negative Bulk Sample Results*.

Laboratory results indicate the presence of the following asbestos-containing materials at the subject property:

9" Floor Tile and Mastic- Red- Single Layer- Under Carpet	Drywall System (Texture) Exterior Window Caulk- Brown
9" Floor Tile and Mastic- Red- Double Layer- Under Carpet	Interior Window Caulk- Gray
12" Floor Tile- White- Double Layer	Interior Window Glazing- Gray
12" Floor Tile and Mastic- White- Single Layer	Exterior Window Caulk- Gray Exterior Door Caulk- Brown
Stair Tread Mastic- Brown	Exterior Door- Interior Door Caulk- Gray
1'x1' Ceiling Tile Adhesive- Brown	Exterior Expansion Caulk- Gray

ENPAQ, LLC
3130 Gravois Avenue
St. Louis, MO 63118

Asbestos Bulk Sampling Report
6140 North Hanley Road
Berkeley, MO 63134

SECTION 2 FINDINGS

This section presents the results of the survey.

2.1 POSITIVE ASBESTOS BULK SAMPLE RESULTS

Table 1 Asbestos Containing Materials

Description	Location	Friable / Non-Friable	Estimated Quantity
9" Floor Tile and Mastic- Red- Single Layer- Under Carpet	North Assembly Room, Closet 1, Room 3, Room 5, Room 14, SE Hall, Room 15	Non-Friable	2,871 SF
9" Floor Tile and Mastic- Red- Double Layer- Under Carpet	North Hall, Room 1, Room 2, Room 4, Room 6, Center Hall, Room 7, Room 8, Room 11, South Hall, Room 12, Room 13, Room 16	Non-Friable	5,000 SF (1 Layer Quantified)
12" Floor Tile- White – Double Layer	Firehouse Closet	Non-Friable	100 SF (1 Layer Quantified)
12" Floor Tile and Mastic- White – Single Layer	Firehouse Addition	Non- Friable	3,168 SF
*1'x1' Ceiling Tile Adhesive- Brown	North Hall, North Foyer, Room 1, Room 2, Room 3, Room 4, Room 5, Room 6, Center Hall, Room 7, Room 10	Non-Friable	5,025 SF
Drywall System (Texture)	Throughout	Friable	4,176 SF
Stair Tread Mastic- Brown	Firehouse Addition	Non-Friable	120 SF

Description	Location	Friable / Non-Friable	Estimated Quantity
Exterior Door- Interior Door Caulk- Gray	Exterior Doors	Non- Friable	350 LF
Interior Window Caulk- Gray	Firehouse Addition	Non- Friable	300 LF
Interior Window Glazing- Gray	Firehouse Addition	Non- Friable	350 LF
Exterior Window Caulk- Gray	Firehouse Addition	Non- Friable	300 LF
Exterior Window Caulk- Brown	Exterior Windows- North	Non- Friable	800 LF
Exterior Door Caulk- Brown	Exterior Doors	Non- Friable	350 LF
Exterior Expansion Caulk- Gray	Exterior	Non- Friable	70 LF
TSI Pipe Insulation and Mudded Fittings	Throughout (Significantly Damaged)	Friable	900 LF (Visible)
Boiler Insulation Adhesive- White	Boiler Room	Non- Friable	302 SF
Flue Packing	Boiler Room	Non- Friable	64 SF
Tank Insulation- White/Gray	Boiler Room	Friable	160 SF

2.2 NEGATIVE ASBESTOS BULK SAMPLE RESULTS

Table 2 Non-Asbestos Containing Materials

Description	Location
Carpet Mastic	Throughout
2'x4' Ceiling Tile- Smooth	Assembly Room
2'x4' Ceiling Tile- Fissured	Throughout
2'x4' Ceiling Tile- Vertical Fissured	Firehouse Addition
2'x4' Ceiling Tile- Peck Pattern	Restroom 1 and Restroom 2
4" Cove Base- Gray	Throughout
4" Cove Base- Brown	Throughout
4" Cove Base- Black	Room 12 and Room 15

ENPAQ, LLC
3130 Gravois Avenue
St. Louis, MO 63118

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Asbestos Bulk Sampling Report
6140 North Hanley Road
Berkeley, MO 63134

Description	Location
Wall Panel Adhesive- Brown	North Hallway and Center Hallway
Plaster System	Throughout
Ceramic Wall Tile	Restrooms
6" Ceramic Floor Tile	NE Foyer
Terrazzo Floor- White	Restroom 1 and Restroom 2
Fireproof Caulk- Red	Room 6
Interior Door Caulk- White	Throughout
Interior Window Frame Caulk- White	North Rooms
Exterior Window Glazing- White	North Windows
Exterior Window Glazing- Gray	Firehouse Addition
NE Foyer Caulk- Brown	NE Foyer
Concrete Expansion Caulk- Black	Exterior Firehouse Addition
Interior Boiler Insulation- Gray	Boiler Room
Fire Brick- Beige	Boiler Room
Roof	Exterior Roof
Roof Flashing	Exterior Roof

CONCLUSIONS/RECOMMENDATIONS

ASBESTOS

Removal of all ACM building materials that are friable and non-friable that may be rendered friable during renovation/demolition activities, should be conducted prior to any renovation/demolition activities in accordance with, but not limited to:

- St. Louis County Air Pollution Control Asbestos Rules and Regulations;
- Missouri Department of Natural Resources Abatement Rules and Regulations;
- OSHA 29 CFR 1926.1101;
- National Emission Standards for Hazardous Air Pollutants (NESHAPs); and
- EPA Interpretive Rule Governing Roof Removal Operations 40 CFR Part 61 App A to Sub M.

The 1'x1' ceiling tile adhesive was identified by the laboratory as containing less than 1% tremolite asbestos content. St. Louis County asbestos regulations require samples containing less than 1% asbestos to be point counted in accordance with EPA method "Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763, Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy with Gravimetric Reduction. Quantitation using 400 Point Count Procedure."

***Point counting of the samples currently being analyzed by the laboratory.**

Although the ceiling tile adhesive is not regulated asbestos containing materials by St. Louis County, OSHA does regulate asbestos levels regardless of identified concentration (even less than 1%) by 29 CFR 1926.1101. As such, OSHA will require protection of workmen, other trades, and building occupants from exposure to asbestos.