



Working Together for a  
Better Tomorrow. Today.

## **BID SPECIFICATION PACKAGE**

**for**

## **BURDICK STATION ASBESTOS ABATEMENT**

### **C 128885**

#### **Bid Opening Date/Time**

**Tuesday, April 20, 2021 at 2:00 p.m.  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968**

#### **Contact Information**

**Lynn Mayhew, Assistant Utilities Director-Production  
City of Grand Island – Utilities Department  
Platte Generating Station  
308/385-5496**

**Date issued: March 24, 2021**

**ADVERTISEMENT TO BIDDERS  
FOR  
BURDICK STATION ASBESTOS ABATEMENT  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Burdick Station Asbestos Abatement will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, April 20, 2021 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

**Advertised**

(All bids must be submitted on this form)

**BURDICK STATION ASBESTOS ABATEMENT**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all abatement activities related to the removal of asbestos containing materials (ACM) prior to demolition, including all spaces inside and outside of the administrative and powerhouse buildings, equipment, pipes, and structures of the power house and fuel oil tank farm, oil pump building and gas metering buildings, FOB the City of Grand Island- Burdick Station, freight prepaid, at the following price:

<u>ITEM DESCRIPTION</u>	<u>EXTENDED COST</u>
Base Bid:	
Material	\$ _____
Labor	\$ _____
Applicable Sales tax*	\$ _____
<b>Total Base Bid</b>	<b>\$ _____</b>

\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due. Grand Island Utilities is NOT tax exempt.

**Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

\_\_\_\_\_  
Bidder Company Name Date

\_\_\_\_\_  
Company Address City State Zip

\_\_\_\_\_  
Print Name of Person Completing Bid Signature

Email: \_\_\_\_\_ Telephone No. \_\_\_\_\_

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) \_\_\_\_\_ Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

By checking this box, Bidder acknowledges the specified completion date of the project is **September 15, 2021**.

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

**CHECKLIST FOR BID SUBMISSION**

**FOR**

**BURDICK STATION ASBESTOS ABATEMENT**

**Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, April 20, 2021.**

The following items must be completed for your bid to be considered.

- Submittal of bid documents:
  - Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
    - Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
  - Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$35.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. (Please, no zip files). Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes. Grand Island Utilities is not tax exempt.
- Some abatement activities in areas with limited access may require coordination with the subsequent demolition work. A list of these areas shall be submitted with the bid.
- A reference list of at least three (3) projects of similar scope and complexity.
- A summary of the experience of the service supervisor and testing laboratory proposed for this project as noted in the Technical Specification Sections 02080.10 through 02080.12.
- Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- A proposed construction/test schedule.
- Exceptions to the specification or Owner's Contract Document.
- A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure, if available.
- Acknowledgment of Addenda Number(s) \_\_\_\_\_.

*Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.*

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.



## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *BURDICK STATION ASBESTOS ABATEMENT*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid: Materials	\$ .00
Sales Tax on Materials/Equipment:	\$ .00
Sales Tax on Labor:	\$ <u>.00</u>
Total	\$ .00

Contractor Tax Option: \_\_\_\_\_

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BURDICK STATION ASBESTOS ABATEMENT.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. City of Grand Island plant site, Burdick Station, and complete the work on or before **September 15, 2021**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

Contract #  
Issued:

pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**[SUCCESSFUL BIDDER]**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The Contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City Date \_\_\_\_\_

**DRAFT**

**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and BLACK & VEATCH TECHNICAL SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due. Grand Island Utilities is not tax exempt.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Burdick Station Asbestos Abatement”**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a small fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **April 20, 2021 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

Any exceptions the bidder wishes to take regarding the Owner's Specification or Draft Contract Documents must be submitted with bid, and noted on the Bid Data Form.

The Contractor shall cooperate with the Owner's representatives and other contractors on site in maintaining individual work areas, laydown and staging areas, break areas and parking areas to minimize interference with one another's work efforts. The Contractor shall be capable of fully performing the work without the assistance of City personnel. A reference list of projects of similar scope and complexity shall be provided with the bid. A summary of the experience of the Superintendent proposed for the project shall be provided with the bid.

Time is of the essence in the evaluation of bids and execution of contract documents for the execution of the work. Work to commence on June 1, 2021 and is to be completed by September 15, 2021. Submittal of bids that include terms and conditions unacceptable to the Owner, or that lack the information and clarity required by these specifications may be subject to rejection at the sole discretion of the Owner.

All bidders are welcome to visit the site prior to bidding to familiarize themselves with site conditions affecting the work.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5495, for questions concerning this specification.

**CITY OF GRAND ISLAND  
BURDICK GENERATING STATION  
800 E. BISCHELD  
GRAND ISLAND, NE**

**ASBESTOS ABATEMENT  
TECHNICAL SPECIFICATION**

**Black & Veatch #402379.70.3001**

**Revised Issued for Bid**

**March 24, 2021**

**REVISION 1**

**BLACK & VEATCH  
OVERLAND PARK, KANSAS**

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## 02080 – Asbestos Abatement

### 02080.1 General Description of Work

This section covers the general description, scope of work, and supplementary requirements for equipment, materials, and services included under this specification.

Unless otherwise specified, all work under this specification shall be performed by the Contractor. The Work includes all abatement activities related to the removal of asbestos containing materials (ACM) at the Burdick Power Station (Facility) in Grand Island, Nebraska, prior to demolition of the Facility. Abatement will include all spaces inside and outside of the administrative and powerhouse buildings including locations listed in Table 1, equipment, pipes, and structures of the power house and fuel oil tank farm, oil pump building and gas metering buildings.

Demolition boundaries are outlined on the following reference drawing:

- 402379-DS-003
- 402379-DS-004 except for Gas Turbine (GT-1), GT-1 gas metering shed, substation, and chlorination shed
- 402379-DS-005 except for interior of water pump room building

A listing of identified ACM and associated analytical results is provided in the Pre-Demolition Asbestos Survey prepared by Bockmann, Inc. This report is provided in Exhibit A-02080 to this specification. The findings of this report are for reference only. The Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others.

A summary of the ACM identified is provided in the table below. All quantities listed below are estimates and shall be verified by the Contractor prior to the abatement work being performed.

<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Caulking	Perimeter of windows in S wall of W addition	3%	264 lf (12 windows)
Caulking	Perimeter of metal windows in W & N walls of W addition	3-10%	686 lf (21 windows)
Mag pipe insulation	Drain line for B3TWST2 turbine level	25% amosite	16 lf
Mag pipe insulation	Aux. steam lines Boiler #3	2-30% amosite	115 lf
Mag pipe insulation	Atomizing steam Boiler #3	25% amosite	50 lf
Mag pipe insulation	Oil lines Boiler #3	20% amosite	135 lf
Black tar pipe insulation	Misc. gas lines S side of Boiler #3	4%	55 lf
Mag pipe insulation	Vent line SE side of Boiler #3	25% amosite	10 lf
Mag pipe insulation	Drain lines Boiler #3	25% amosite	170 lf
Mag pipe insulation	Blowdown lines NE side of Boiler #3	25% amosite	50 lf
Mag pipe insulation	Steam lines Boiler #3	25% amosite	370 lf





<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Caulking	Perimeter of windows in S, E, & N walls of the main building	2%	1,950 lf (56 windows)
Sealant/Gaskets	Flanges on fan duct B2FDF	10% chrysotile	40 lf
Tank insulation	Condensate tank NE of Boiler #3	50% chrysotile	30 sf
Mag pipe insulation	Condensate lines Boiler #3	25% amosite	280 lf
Mag pipe insulation	Exhaust flue NW of Boiler #3	60% chrysotile	6 lf
Mag pipe insulation	Steam lines Boiler #3	25% amosite	379 lf
Mag pipe insulation	Super heater drain line Boiler #2	25% amosite	10 lf
Mag pipe insulation	Oil pre-heater line Boiler #2	20% amosite	4 lf
Mag pipe insulation	Oil lines for Boiler #2	60% amosite	70 lf
Mag pipe insulation	Aux. steam lines Boiler #2	60% chrysotile	70 lf
Mag pipe insulation	FWC riser SW of Boiler #2	25% amosite	10 lf
Mag pipe insulation	BFP receiver line riser for Boiler #2	60% amosite	70 lf
Mag pipe insulation	DA to BFP suction riser Boiler #2	25% chrysotile	35 lf
Mag pipe insulation	EXTR to DA riser Boiler #2	20% amosite	16 lf
Mag pipe insulation	Feed water lines for Boiler #2	25% amosite	465 lf
Mag pipe insulation	Condensate lines Boiler #2	20% amosite	540 lf
Hard packed pipe fittings	Misc. water lines Boiler #2	30% chrysotile	Approx. 50 units
Millboard pipe insulation	Misc. water lines Boiler #2	40% chrysotile	560 lf
Hard packed pipe fittings	Misc. gas lines S of Boiler #2	10% chrysotile	Approx. 15 units
Woven gaskets	Flanges on duct B2FDF NE of Boiler #2	25% chrysotile	20 lf
Mag pipe insulation	Exhaust stack NW of Boiler #2	25% amosite	18 lf
Duct insulation	Air duct NW side of Boiler #1	60% chrysotile	1,860 sf
Duct insulation	ID fan NE side of Boiler #1	60% chrysotile	180 sf
Millboard pipe insulation	Misc. water lines Boiler #1	45% chrysotile	30 lf
Mag pipe insulation	Super heater drain lines Boiler #2	25% amosite	60 lf
Boiler door gaskets	Misc. doors on Boiler #1	75% chrysotile	Approx. 12 units
Mag Pipe Insulation	Feed water lines Boiler #1	25% amosite	365 lf
Mag pipe insulation	Drain lines S of Boiler #1	10% amosite	60 lf



<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Sprayed on acoustical ceiling	Ceiling in control room on Turbine level	25% chrysotile	1,150 sf
Mag pipe insulation	Steam lines Boiler #1	25% amosite	310 lf
Mag pipe insulation	Condensate lines Boiler #1	25% amosite	86 lf
Duct insulation	Air duct N side of Boiler #2	60% chrysotile	860 sf
Packing material	Openings/penetrations metal jacket Boiler #2	5% chrysotile	< 50 sf
Boiler insulation	Exterior of Boiler #2 (beneath metal jacket)	25% amosite	4,740 sf
Boiler insulation	Exterior of Boiler #1 (beneath metal jacket)	35% amosite	2,380 sf
Mag pipe insulation	Super heater lines Boiler #3	25% amosite	40 lf
Boiler drum head insulation	Upper drum heads Boiler #3	30% chrysotile	60 sf
Mag pipe insulation	Atomizing steam line Boiler #3	25% amosite	75 lf
Mag pipe insulation	Blow down lines upper area Boiler #3	25% amosite	110 lf
Tank insulation	DA tank #3	50% chrysotile	990 sf
Mag pipe insulation	Drip lines SE of Boiler #3	25% amosite	40 lf
Mag pipe insulation	Balance line SE Boiler #3	25% amosite	55 lf
Mag pipe insulation	Feed water lines Boiler #3	20% amosite	190 lf
Mag pipe insulation	Aux. steam lines Boiler #3	25% amosite	95 lf
Tank insulation	DA tank #2	50% chrysotile	660 sf
Mag pipe insulation	Drain line SE side of DA tank #2	20% amosite	28 lf
Boiler drum head insulation	Upper drum heads Boiler #2	50% chrysotile	60 sf
Mag pipe insulation	Level line upper area Boiler #2	20% amosite	60 lf
Tank insulation	UT storage tank Boiler #2	5% chrysotile	380 sf
Millboard pipe insulation	Misc. water liens B2UTWST	20% chrysotile	30 lf
Tank insulation	DA tank #1	20% amosite	640 sf
Mag pipe insulation	Condensate line DA tank #1	20% amosite	50 lf
Tank insulation	Condensate storage tank #1	5% chrysotile	480 sf
Heater insulation	Feed water heater #2 for Boiler #3	20% amosite	205 sf
Mag pipe insulation	Feedwater line W of Boiler #3 – mezz. Level	20% amosite	20 lf



<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Mag pipe insulation	Vertical lines off FWH's for Boiler #3	20% amosite	50 lf
Mag pipe insulation	Feed water line FWH2 for Boiler #3	20% amosite	6 lf
Mag pipe insulation	EXT lines N of FWH2 for Boiler #3	10% amosite	125 lf
Mag pipe insulation	A44 line FWH4 for Boiler #3	20% amosite	10 lf
Mag pipe insulation	Feed water lines E of FWH2 for Boiler #3	25% chrysotile	20 lf
Mag pipe insulation	Feed water lines E of FWH4/5 for Boiler #3	20% amosite	20 lf
Heater insulation	Feed water heater #5 for Boiler #3	20% amosite	215 sf
Heater insulation	Feed water heater #4 for Boiler #3	20% amosite	215 sf
Mag pipe insulation	Feed water lines S of Boiler #3	30% amosite	425 lf
Heater insulation	Feed water heater #1 for Boiler #3	20% amosite	65 sf
Boiler drum head insulation	Lower drum heads Boiler #3	15% chrysotile	50 sf
Boiler door gaskets	Misc. doors on Boiler #3	80% chrysotile	Approx. 10 units
Boiler drum head insulation	Lower drum heads Boiler #2	50% chrysotile	50 sf
Super heater tube insulation	Lower E and W sides of Boiler #2	60% chrysotile	120 sf
Hard packed pipe fittings	Natural gas lines S of Boiler #2	10% chrysotile	Approx. 10 units
Heater insulation	Feed water heater #4 for Boiler #2	65% chrysotile	155 sf
Heater insulation	Feed water heater #3 for Boiler #2	70% chrysotile	155 sf
Heater insulation	Feed water heater #1 for Boiler #2	70% chrysotile	155 sf
Hard packed pipe fittings	Misc. oil cooler lines S of Boiler #2	20% chrysotile	Approx. 15 units
Hard packed pipe fittings	Misc. water lines S of Boiler #2	25% chrysotile	Approx. 12 units
Mag pipe insulation	Hydrogen cooler lines S of FWH4 Boiler #2	65% chrysotile	65 lf
Heater insulation	Feed water heater #4 for Boiler #1	65% chrysotile	115 sf
Heater insulation	Feed water heater #3 for Boiler #1	60% chrysotile	145 sf
Heater insulation	Feed water heater #1 for Boiler #1	65% chrysotile	145 sf
Mag pipe insulation	Steam lines for Boiler #1	20% amosite	130 lf
Boiler door gaskets	Misc. doors on Boiler/Air duct #1	80% chrysotile	Approx. 15 units



<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Mag pipe insulation	Super heater drain lines Boiler #1	15% amosite	30 lf
Duct insulation	Air duct N side of Boiler #1	50% chrysotile	1,640 sf
Tank insulation	Drain tank NE of Boiler #1 basement	60% chrysotile	210 sf
Mag pipe insulation	Oil lines W of Boiler #1 basement level	25% amosite	225 lf
Oil heater insulation	Oil heaters for Boiler #1 basement	30% chrysotile	125 sf
Mag pipe insulation	3"-4" lines (multi-colored) S of B1FWH1	20% amosite	210 lf
Boiler door insulation	Doors N side of small boiler beneath offices	3% chrysotile	8 sf
Millboard pipe insulation	Water lines in boiler room beneath offices	45% chrysotile	80 lf
Mag pipe insulation	Aux. steam/condensate lines Boiler #1	15% amosite	320 lf
Boiler insulation	Bottom of Boiler #1	60% chrysotile	700 sf
Tank insulation	Drain tank N of Boiler #2 basement	60% chrysotile	210 sf
Oil heater insulation	Oil heaters for Boiler #3 basement	20% chrysotile	125 sf
Mag pipe insulation	Oil lines Boiler #3 oil heaters	35% amosite	60 lf
Oil heater insulation	Oil heaters for Boiler #2 basement	50% chrysotile	125 sf
Mag pipe insulation	Oil lines Boiler #2 oil heaters	50% chrysotile	180 lf
Hard packed pipe fittings	Misc. fittings on CW inlet S of Boiler #2	20% chrysotile	Approx. 10 units
Millboard pipe insulation	CW inlet by S wall S of Boiler #2	50% chrysotile	15 lf
Hard packed pipe fittings	Water lines SE side of basement	30% chrysotile	Approx. 25 units
Mag pipe insulation	Feed water lines S side of B3FWH2	20% amosite	130 lf
Red 9"x9" floor tile/mastic	Misc. rooms in office area	5% chrysotile	1,320 sf
Tan 9"x9" floor tile/mastic	Rest rooms on 2 <sup>nd</sup> floor of office area	5% chrysotile	65 sf
Door gasket	Access door bottom of stack for Boiler #2	80% chrysotile	10 lf
Transite panels	E side of turbine #2 on mezz. level	20% chrysotile	85 sf



<b>Table 1 ACM Material Location</b>			
<b>Material Description</b>	<b>Location(s) of Material</b>	<b>Percent of Asbestos</b>	<b>Estimated Quantity</b>
Acronyms: lf = linear feet sf = square feet			

**02080.2 Work Included Under This Specification**

The Work under this specification shall include furnishing all equipment and materials; providing all labor, supervision, administration, and management; and supplying all services necessary for the complete removal and disposal of all ACM associated with the Facility in accordance with this specification, the Demolition Asbestos Survey of Exhibit A-02080, and all applicable regulations. It is intended, to the extent practicable, that the abatement of the materials outlined in the Demolition Asbestos Survey be completed prior to demolition of the Facility. Contractor is to provide all means available to abate ACM from all structures and facilities within the scope of demolition prior to the mobilization of the Demolition Contractor. However, some abatement activities in areas with limited access may require coordination with the subsequent demolition work, a list of these areas shall be submitted with the bid. If previously unknown suspect ACM is discovered during the Abatement Work performed under this specification or during the future demolition work, it shall be the Contractors responsibility to perform tests to identify suspect material and content, remove, and dispose of ACM accordingly.

Contractor shall have the ability to remove by flame cutting or mechanical cutters the metal boiler casing to expose asbestos material behind the casing for abatement. Steel casing plate and boiler lagging shall be cleaned and sealed such that the metal will not be a hazard to the demolition contractor. Contractor shall move the metal casing and lagging to a designated location on site for demolition contractor removal. This procedure does not apply to piping and tank lagging and asbestos insulation removal.

Contractor shall be responsible for all asbestos removal; therefore, Contractor is required to confirm ACM location and quantities by their own means to assure 100% removal compliance. If during the demolition asbestos material is suspected, the Demolition Contractor will notify the Owner immediately and stand down from the suspect area. The Owner will notify Contractor who will be responsible to test the suspect ACM material, confirm type of material, perform abatement and clear area of ACM. Contractor shall respond and return affected area back to the demolition contractor within 48 hours from Owner Notification to Contractor.

**02080.3 Permits and Notifications**

Permits, applications, notifications, and abatement plans shall be prepared by the Contractor as required by the State of Nebraska and the City of Grand Island.

**02080.4 Safety and Health Personnel Qualifications**

**02080.4.1 Certified Industrial Hygienist**

The Contractor shall utilize a Certified Industrial Hygienist (CIH) with overall responsibility to develop, implement, and oversee enforcement of the Asbestos Removal and Disposal Plan, including asbestos containment and air monitoring. The CIH shall have a minimum of two (2) years specialized experience in the asbestos abatement industry and shall meet the OSHA definition of a competent person in accordance with OSHA 29 CFR 1926.32 (f). The CIH shall have demonstrable expertise in asbestos worker air monitoring techniques and in the establishment of respiratory protection programs; a working knowledge of applicable state and federal asbestos and occupational safety and health regulations; and formal educational training in occupational safety and health. The CIH is not required to be present at the site on a full-time basis. The CIH may delegate the ongoing implementation and enforcement of the Asbestos Removal and Disposal Plan, including the worker air monitoring program, measures to contain asbestos



during removal, and final visual inspections of removal areas, to the onsite Competent Person. The CIH shall conduct regular onsite supervision and continued evaluation of the effectiveness of the plan and of the Competent Person's implementation of such. Supervision shall include at least one inspection of the site every week during asbestos removal and disposal operations.

#### **02080.4.1 CIH Review**

All records relative to training and experience for the CIH shall be provided to the Owner for review in advance of work commencement.

### **02080.5 Safety and Health**

#### **02080.5.1 Scope**

This section covers minimum safety and health requirements for Work under this Subcontract.

#### **02080.5.2 Safety and Health Requirements**

The Contractor is solely responsible for the health, safety, and protection of its personnel during performance of the Work. Should any unforeseen or site-specific safety-related factor, hazard, or condition become evident while performing the Work, the Contractor shall take immediate and prudent action to establish and maintain safe working conditions and to safeguard site personnel, the public, and the environment.

#### **02080.5.3 Construction Safety and Health Plan**

The Contractor shall develop, implement, maintain, supervise, and be responsible for a Construction Safety and Health Plan that covers its personnel during performance of the Work. Contractor shall submit a copy of this Construction Safety and Health Plan to Contractor for his information before beginning site activities.

Contractor shall prepare a site-specific Construction Safety and Health Plan in accordance with the requirements of the current health and safety guidelines established in the STANDARD OPERATING SAFETY GUIDES, prepared by the EPA Office of Emergency and Remedial Response, Hazardous Response Support Division, September 1984, the OCCUPATIONAL SAFETY AND HEALTH GUIDANCE MANUAL FOR HAZARDOUS WASTE SITE ACTIVITIES, October 1985; and 29 CFR Parts 1926 and 1910.120. At a minimum, the following information shall be provided in Contractor's plan:

- (a) Key personnel, responsibilities, and site safety officer/supervisor
- (b) Safety and health risk analysis for each Work Task
- (c) Employee training requirements
- (d) Personal protective equipment
- (e) Medical surveillance requirements
- (f) Safety and Health monitoring requirements
- (g) Site control measures (work zones)
- (h) Decontamination procedures
- (i) Standard operating procedures
- (j) Emergency procedures

Contractor shall designate a Safety and Health Coordinator to implement, monitor, and enforce its Construction Safety and Health Plan. Contractor's Safety and Health Coordinators shall be trained in accordance with statutory requirements. Before beginning Work activities at the sites, Contractor's Safety



and Health Coordinators shall meet to discuss and organize safety measures (e.g., site control, upgrade/downgrade decisions) and accident prevention and response procedures, and to ensure compatible response actions shall be taken as a result of a hazardous condition or an emergency.

Contractor shall perform representative air monitoring required to ensure the safety and health of its personnel in conformance with the cited regulations and guidance documents. These monitoring results shall be made available to Contractor's Site Safety and Health Coordinator. Contractor's Site Safety and Health Coordinator shall conduct representative ambient air monitoring in accordance with Contractor's Safety and Health Program.

**02080.5.4 Personal Protection Equipment, Safety Training, and Medical Monitoring**

The Contractor shall provide its own personal protective clothing and equipment.

All Contractor personnel who will be engaged in Work that may involve contact with hazardous substances, as determined by the Contractor, must present to Contractor's Site Safety and Health Coordinator certification of completion, within the twelve (12) months prior to the beginning of the Work, of hazardous waste operations training course or refresher course. The training must comply with OSHA regulations found in 29 CFR 1910.120 et seq. The certification shall be presented for each affected worker before Work activities begin.

In addition, all Contractor personnel who will be engaged in Work that may involve contact with hazardous substances, as determined by Contractor, must present, to Contractor's Site Safety and Health Coordinator certification of completion, within the twelve (12) months prior to the beginning of the Work, of a comprehensive medical monitoring examination. The examination must comply with OSHA regulations found at 29 CFR 1910.120 et seq. The certification must be signed by a board-certified medical doctor and indicate any work limitations placed on the individual. The certification also must specify that the individual is capable of working while wearing respiratory protective equipment. The certification shall be presented for each affected worker before Work activities begin.

**02080.5.5 Emergencies and First Aid**

The Contractor shall be responsible for providing emergency first aid, transportation, and other medical care for any personnel involved in an accident while performing the Work.

In the event of any emergency associated with or resulting from the Work, the Contractor shall take diligent action to remove or otherwise mitigate the cause of the emergency; render full assistance to local authorities to remedy any impact upon local residents or property; and institute whatever measures might be necessary to prevent any repetition of the conditions or actions leading to or resulting in the emergency.

**02080.6 Asbestos Submittal Information**

This section covers the Documents that the Contractor shall submit to the Owner for review. The Owner will accept Document submittals from the Contractor only.

**02080.6.1 Data to be Submitted**

The following Documents shall be submitted to support the Work. The numbers in parentheses indicate the location in the specification where the submittal is described.

<b>Table 2 Submittals</b>			
<b>Submittal Description</b>	<b>Spec Section</b>	<b>Submit</b>	<b>Milestone</b>
<b>Submittals for Review and Acceptance</b>			
Asbestos Removal and Disposal Plan	6	30 days before	Mobilization
Initial or Negative Exposure Assessment	7	30 days before	Mobilization



<b>Table 2 Submittals</b>			
<b>Submittal Description</b>	<b>Spec Section</b>	<b>Submit</b>	<b>Milestone</b>
Certification of: 1) Environmental Health Testing Laboratory (9) and 2) Certified Industrial Hygienist	4	10 days after	Award
Copies of Permits and Notifications	3	30 days before	Mobilization
Proof of License	10	With	Bid
Proof of Employee Training and Medical Examinations	11	2 days	Start Work
Waste Disposal Plan	12	30 days before	Mobilization
<b>Submittals for Information</b>			
Test Results	8	<48 hours	Sample Taken
Rental Equipment Notification	13	5 days after	Notification
Waste Shipment Records	14		Weekly

**02080.7 Asbestos Removal and Disposal Plan**

The Contractor shall utilize a CIH to develop, implement, and oversee enforcement of a written Asbestos Removal and Disposal Plan to be followed during the Work. The CIH shall inspect the Facility where asbestos is to be removed, handled, and disposed of prior to development of the plan. The plan shall outline the abatement work to be coordinated with the future demolition work at the Facility to remove any ACM in areas with limited access. The signature and certification number of the CIH shall be marked on the Asbestos Removal and Disposal Plan. As a minimum, the following sections shall be addressed in the Asbestos Removal and Disposal Plan:

- Safety, Health, and Accident Prevention Program;
- employee training;
- personal protective equipment and clothing;
- employee decontamination;
- air monitoring and sampling to protect Contractor workers, Facility workers, and potential receptors on surrounding properties;
- medical examinations and fitness reports;
- all necessary Safety Data Sheets;
- a detailed schedule sequencing the asbestos-related work and the interfacing with the Owner and other trades involved in construction and demolition work;
- pre-removal preparation, asbestos abatement, and post-removal cleanup verification procedures; Procedures must include details for boiler piping, boiler insulation underneath casing and lagging, internal boiler insulated components (headers, tubes and pipes, seals etc..) and in other difficult access areas.
- methodology to be employed to contain asbestos during removal (isolation enclosures, etc.);
- waste storage and disposal.

This plan shall be submitted to the Owner for review. Descriptions, drawings, and layouts of the site isolation enclosures and negative air pressure system locations, decontamination and temporary waste storage facilities, and the boundaries of contaminated work areas shall also be provided for review and acceptance prior to the start of work as part of the Asbestos Removal and Disposal Plan.





### **02080.8 Initial or Negative Exposure Assessment Data**

Asbestos exposure data must be collected to determine the level of respiratory protection required during abatement activities. The Contractor may demonstrate that exposure levels are below the Permissible Exposure Limit (PEL) in a negative exposure assessment. This assessment shall be developed in accordance with OSHA 29 CFR 1926.1101 (f)(2)(iii).

In the absence of prior exposure data, an initial exposure assessment shall be generated. This initial exposure assessment shall be conducted in accordance with OSHA 29 CFR 1926.1101 (f)(2)(ii).

All assessment data shall be organized and submitted to the Owner for acceptance.

### **02080.9 Test Results**

The Contractor shall submit all air monitoring test results to the Owner. Air monitoring results shall be submitted to the Contractor within five (5) working days after the completion of a sampling cycle. Test results shall indicate each sample's pump serial number, airborne fiber concentration, pump start-time, pump stop-time, date, pump flow rate, and exact location of where the sample was taken. The Contractor shall maintain results of air monitoring for 30 or more years in accordance with OSHA Standards. Test results shall include the name(s) of the person(s) performing the air monitoring and the analyst who conducted the sample analysis and shall bear the following statement signed by the CIH:

"I certify that the above samples were taken and the airborne fiber concentrations and fiber counts were performed in strict compliance with applicable standards and regulations."

### **02080.10 Proof of Participation and Accreditation**

The Contractor shall submit proof to the Owner that the environmental health testing laboratory used for air sample analysis is successfully participating in the "Proficiency Analytical Testing (PAT) Program for Laboratory Quality Control for Asbestos" by the National Institute for Occupational Safety and Health (NIOSH), and/or is accredited under the Laboratory Accreditation Program of the American Industrial Hygiene Association (AIHA) for Asbestos prior to the start of the asbestos removal Project. The Contractor shall also submit proof to the Owner that the laboratory is an active participant in the National Voluntary Laboratory Accreditation Program (NVLAP), administered by the National Institute of Standards and Technology (NIST).

The Contractor shall submit the name, experience qualifications, and proof of certification of the CIH to the Owner with the submission of the Asbestos Removal and Disposal Plan.

### **02080.11 Proof of License**

The Contractor shall submit proof that it is licensed in the State of Nebraska in accordance with applicable state regulations prior to the start of asbestos removal.

### **02080.12 Proof of Employee Training and Medical Examinations**

The Contractor shall submit proof that its employees have been certified in the State of Nebraska in accordance with applicable state regulations prior to the start of asbestos removal. If additional employees are utilized after the start of the asbestos removal, proof of the new employees' certification shall be submitted to the Owner on the first day the employees are on site.

### **02080.13 Waste Disposal Plan**

This plan will comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M (November 20, 1990). In addition to the NESHAP requirements, the plan will include, but not be limited to, the following:

- Name, location, and telephone number of the landfill used.
- Name, address, and telephone number of any waste subcontractors used and the subcontractor's landfill. Copies of licenses and signed agreements shall be provided to the Owner.

**02080.14 Rental Equipment Notification**

Should rented equipment be used in removal areas, or to transport asbestos waste materials, a copy of the written notification provided to the rental company informing them of the nature of the use of the rental equipment shall be included along with the rental company's acknowledgement and agreement.

**02080.15 Waste Shipment Records**

The Contractor shall maintain all records relative to the shipment of ACM from the site. The Contractor shall provide materials, labor, and containers for the removal and disposal of ACM. Shipping records and their related documentation required for disposal will be handled by the Contractor. The Contractor shall complete all required sections of the state and/or federal waste shipment records. Copies of all applicable waste shipping records shall be provided to the Owner upon receipt from the landfill.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

## **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**