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April 4, 2024

Rusty Lindsay
Hays USD 489
323 West 12th Street
Hays, Kansas 67601
Email: rlindsay@usd489.com

RE: Asbestos Abatement Bidding Specifications

Dear Mr. Lindsay:

Enclosed please find iSi Environmental's (iSi) report for the above referenced service. Thank you for the opportunity to present this information.

Sincerely,

A handwritten signature in black ink that reads 'Shannon Brownlee'. The signature is written in a cursive, flowing style.

Shannon Brownlee
Project Manager

Enclosures

cc: iSi Project File No: 240405M

Asbestos Abatement Specifications

**O'Loughlin Elementary &
Hays Middle School
Hays, Kansas**

prepared for

**Hays USD 489
323 West 12th Street
Hays, Kansas 67601**

April 4, 2024



A Consulting & Facility Support Services Company

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1.0 INTRODUCTION

Bid documents and related specifications are applicable to the asbestos abatement at O’Loughlin Elementary School and Hays Middle School for Hays USD 489, hereinafter referred to as the Owner. The specific asbestos abatement required is identified in the Scope of Work section of these documents.

The intent of these documents is to provide for the execution and completion of the work described herein, and it is understood that the Contractor for all or any part will furnish all labor, materials, equipment, tools, transportation, supplies, notifications, permits and fees such as may be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the specifications described in these documents.

OWNER:

Hays USD 489
323 West 12th Street
Hays, Kansas 67601
620-672-4500

FACILITIES:

O’Loughlin Elementary School
1401 Hall Street
Hays, Kansas

and

Hays Middle School
201 West 29th Street
Hays, Kansas

2.0 INVITATION TO BID

Hays USD 489 will accept bids for Asbestos Abatement at **O'Loughlin Elementary and Hays Middle School** according to Project Specifications and Drawings furnished by the Owner.

Sealed bids will be due **Wednesday, April 17, 2024, at 2:30 PM CST** and received at the office of Hays USD 489, 323 West 12th Street, Hays, Kansas 67601.

To schedule a site visit, contact Rusty Lindsay, USD 489 Building and Grounds Director at 785-623-2420.

The Owner reserves the right to reject any and all bids and to waive any technicalities or irregularities.

3.0 INSTRUCTIONS TO BIDDERS

Bid Documents

Neither the Owner nor the Owner's representatives assumes responsibility for errors, inconsistencies, ambiguities, or misinterpretations resulting from the bidder's use of the bidding documents.

Bid Form

All bids shall be submitted on the bid forms provided. The bid form shall be completed in its entirety. Any qualifications, alterations, additions, limitations, or stipulations on or to the bid form will be cause for rejection of the bid. Bids received after the due date/time will not be considered and will be returned to the bidder unopened. All bids shall be sealed in an envelope marked with the project title. Bids shall be delivered to the Owner as instructed in the Invitation to Bid. It is the sole responsibility of the bidder to see that their bid is received on time.

Bid Security

A bid security in the amount of 5% of the total bid amount must accompany each bid. A bid bond, cashier's check, or certified check shall be made payable, without condition, to the Owner. The successful bidder's security will be retained until he has executed the Contract and has furnished the required Bonds and Certificates of Insurance. In the event a successful bidder refuses to enter into contract, the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

Site Visit

Site visits are optional for all prospective bidders but are encouraged to familiarize themselves with the existing site conditions and the scope of work, including the actual quantity of work to be performed. All bids shall be inclusive of all labor, equipment, materials, etc. required to complete the specified scope of work.

Liquidated Damages

The Contractor shall reimburse the Owner, as liquidated damages; \$500.00 per day for each calendar day work remains incomplete after the specified time of completion. The exception to this would be any event out of the Contractor's control that would delay their work schedule.

Bid Submittals

For a bid to be considered, the following **must** be submitted with the sealed bid:

- 1) Bid form
- 2) Bid Bond

4.0 BID FORM

Project: 2024 Asbestos Abatement
O’Loughlin Elementary School & Hays Middle School

Owner: Hays USD 489

Bids Due: Wednesday, April 17, 2024 at 2:30 PM CST

Mark Sealed Bid: 2024 Asbestos Abatement Bid

Submit Bid To: Hays USD 489
Attn: Renae Booth
323 West 12th Street
Hays, Kansas 67601

BASE BID (LUMP SUM):

For the referenced projects and in accordance with the Construction Contract Documents as prepared by the Project Designer for a total lump sum price of:

_____ \$ _____
Written Amount

The undersigned acknowledges he has familiarized himself with all the project documents and understands the time schedule, the scope of work, including the determination of actual quantities involved, and proposes to furnish all labor, material and equipment to complete the specified scope of work as scheduled.

Contractor: _____

Address: _____

Telephone #: _____

Signed: _____

Authorized Agent/Title

Date: _____

The Owner reserves the right to reject any and all bids and to waive any technicalities or irregularities.

UNIT PRICES:

The undersigned provides the following unit prices for consideration in matters of contract ADD/DEDUCT. These prices shall be inclusive of all materials, labor, equipment, tools, licenses, overhead, profit and any other cost associated with the completion of work.

UNIT PRICE NO. 1 Remove asbestos mudded joint fitting insulation per each.
ADD/DEDUCT(\$ _____)

UNIT PRICE NO. 2 Remove asbestos pipe insulation per linear foot
ADD/DEDUCT(\$ _____)

5.0 SCOPE OF WORK

The scope of work covered herein shall consist of the removal and disposal of asbestos containing materials (ACM) from O’Loughlin Elementary and Hays Middle School.

Description and Quantification of Work

The quantities referenced herein are approximate quantities. The Contractor shall be responsible for verification of the actual quantities, work, and conditions involved in this scope of work and adjusting his bid accordingly. The scope of work shall include the removal and disposal of all specified asbestos containing materials within the scheduled time frame described herein.

O’Loughlin Elementary

<u>Material Description</u>	<u>Approximate Quantity</u>
Boiler Door Insulation & Gasket Material	8 sf
Mudded Joint Fittings	350 each
Pipe Insulation	50 lf

Hays Middle School

<u>Material Description</u>	<u>Approximate Quantity</u>
Mudded Joint Fitting Insulation	600 each
Debris (Tunnel)	Throughout

Project Schedule

Start: Monday, May 20, 2024
 Completion: Friday, July 12, 2024

The Contractor will be allowed to work 7 days a week 24 hours a day and shall provide sufficient supervision and labor to execute the scope of work described herein within the specified time frame. The specified time frame is inclusive of any required set-up, removal, air changes, inspections, final air clearances, tear down, final cleaning, and Owner acceptance.

6.0 ASBESTOS ABATEMENT WORK PRACTICES AND ENGINEERING CONTROLS

Work Practices

The asbestos abatement performed under this scope of work shall comply with all applicable Federal, State and local regulations including, but not limited to, OSHA, EPA (NESHAP), DOT, and the State of Kansas, as well as the project specifications herein. As a minimum, the Contractor shall implement the most stringent work practices and engineering controls of these applicable regulations and project specifications.

Gross Removal (Tunnel Systems)

- Preclean work area using HEPA filtered vacuum equipment and/or wet cleaning methods.
- Work areas shall be isolated from other areas of the building to prevent possible migration of asbestos fibers into any areas outside the containment.
- Negative pressure shall be maintained continuously in the work area from the beginning of the asbestos abatement project until final air clearances are achieved.
- A minimum of -.02 column inches of water pressure differential relative to outside pressure shall be maintained within the NPE as evidenced by manometric pressure. Any variations less than -.02 need to be explained to Owner or Owner's representative.
- If feasible, a clear viewing window shall be installed that will allow direct visual observation of the work area from a location outside of the work area.
- Keep asbestos materials wet with amended water during the removal process.
- All personnel and equipment shall be decontaminated before leaving the work area.
- Inaccessible asbestos materials (e.g. in wall cavities) may be sealed or encapsulated in place.
- The Contractor shall provide decontamination area for removal of bagged waste from the work area. Where feasible, this load out area should be separate from the personnel decon.
- All waste materials shall be packaged and disposed of according to all OSHA, EPA, DOT, and State of Kansas regulations and statutes. Landfill requirements for packaging must also be met.

Glovebag Removal (O'Loughlin & Hays Middle School)

- Preclean work area using HEPA filtered vacuum equipment and/or wet cleaning methods.
- The area around the glovebag removal will be demarcated with barrier tape and signage.
- The area will be isolated and critical barriers will be erected.
- Six mil plastic sheeting will be used to cover floors in the immediate area of removal.
- Mudded Joint fittings will be wetted with amended water during removal.
- All waste materials shall be packaged and disposed of according to all OSHA, EPA, DOT, and State of Kansas regulations and statutes. Landfill requirements for packaging must also be met.

7.0 SUPPLEMENTAL CONDITIONS

The Owner has added these supplemental conditions affecting the project contract documents. The supplemental conditions shall be binding and made a part of the contract documents. The term “Owner”, as used throughout these documents, means USD 489 or its authorized representative

SUBMITTALS

The Contractor shall compile and submit, to the Owner, the following documents prior to beginning asbestos abatement.

- 1) Abatement work schedule
- 2) Asbestos Notification of Kansas Department of Health & Environment
- 3) Disposal permit for asbestos waste
- 4) Current asbestos training certificates for personnel
- 5) Proof of required annual asbestos/respirator physical
- 6) Certificates of Insurance

Upon completion of the work, the Contractor shall compile and submit in a timely manner, the following project “close-out” documents:

- 1) Waste shipment records and disposal manifests
- 2) Invoice for final payment

Application for final payment will not be processed without receipt of the above required submittals.

AIR MONITORING

The Owner’s Environmental Consultant may conduct final air clearance monitoring per EPA AHERA 763.90 of any work area(s) before an area is approved for reoccupancy. If the first clearance samples fail to meet the specified concentrations levels, all subsequent costs accrued for re-cleaning, labor for re-sampling, sample shipping and analysis of additional samples will be the sole responsibility of the Contractor. Failure of any final air clearance shall **not**, in any manner, extend or otherwise change the required project time schedule or the application of liquidated damages.

The Contractor shall be responsible for monitoring (and analysis) employees’ exposure to airborne asbestos as required by OSHA.

FINAL CLEANING AND RESTORATION

Contractor shall clean all surfaces in the work area and/or adjacent areas affected by asbestos abatement activities.

Contractor shall be responsible for any damage to the Owner’s property as a result of Contractor’s performance of the scope of work. Any damages shall be corrected to the Owner’s satisfaction.

SECURITY

The Contractor shall be responsible for the security of the work area against inadvertent and/or willful entry of unauthorized persons.

The security of the Contractor's tools, equipment, materials etc., as well as stored asbestos waste awaiting disposal, shall be the sole responsibility of the Contractor.

LIQUIDATED DAMAGES

The Contractor shall reimburse the Owner, as liquidated damages; \$500.00 per day for each calendar day work remains incomplete after the specified time of completion. The exception to this would be any event out of the Contractor's control that would delay their work schedule.

TAX STATUS

Materials and equipment incorporated into this project are exempt from sales tax under the laws of the State of Kansas. Such sales tax shall not be included in the bid amount. The Owner will provide the Contractor with an exemption certificate within ten days of the contract date.

INSURANCE

The Contractor shall maintain insurance protection underwritten by carriers licensed to do business in the State of Kansas. No work shall be performed by the Contractor until certificates of insurance have been submitted and approved by the Owner.

Liability coverage shall be occurrence type with no sunset clauses. Asbestos shall be a specific listed coverage. Cancellation of any policy shall not take effect until the 30th day following certified receipt of written notice of such cancellation to the Owner.

The minimum insurance coverage and limits shall be as follows:

<u>Coverage</u>	<u>Limit (\$)</u>	
Workers' Compensation	Statutory	
Employers' Liability	1,000,000	Each accident
	1,000,000	Disease-Policy limit
	1,000,000	Disease-Each Employee
Commercial General Liability	2,000,000	Aggregate
	2,000,000	Products-Aggregate
	1,000,000	Personal injury
	1,000,000	Each occurrence
Asbestos Liability - True Occurrence	1,000,000	Aggregate
	1,000,000	Each occurrence
Automobile Liability	1,000,000	Combined single limit

APPENDIX A

DRAWINGS



LEGEND:



ASBESTOS CONTAINING
BOILER DOOR INSULATION
AND DOOR GASKET MATERIAL



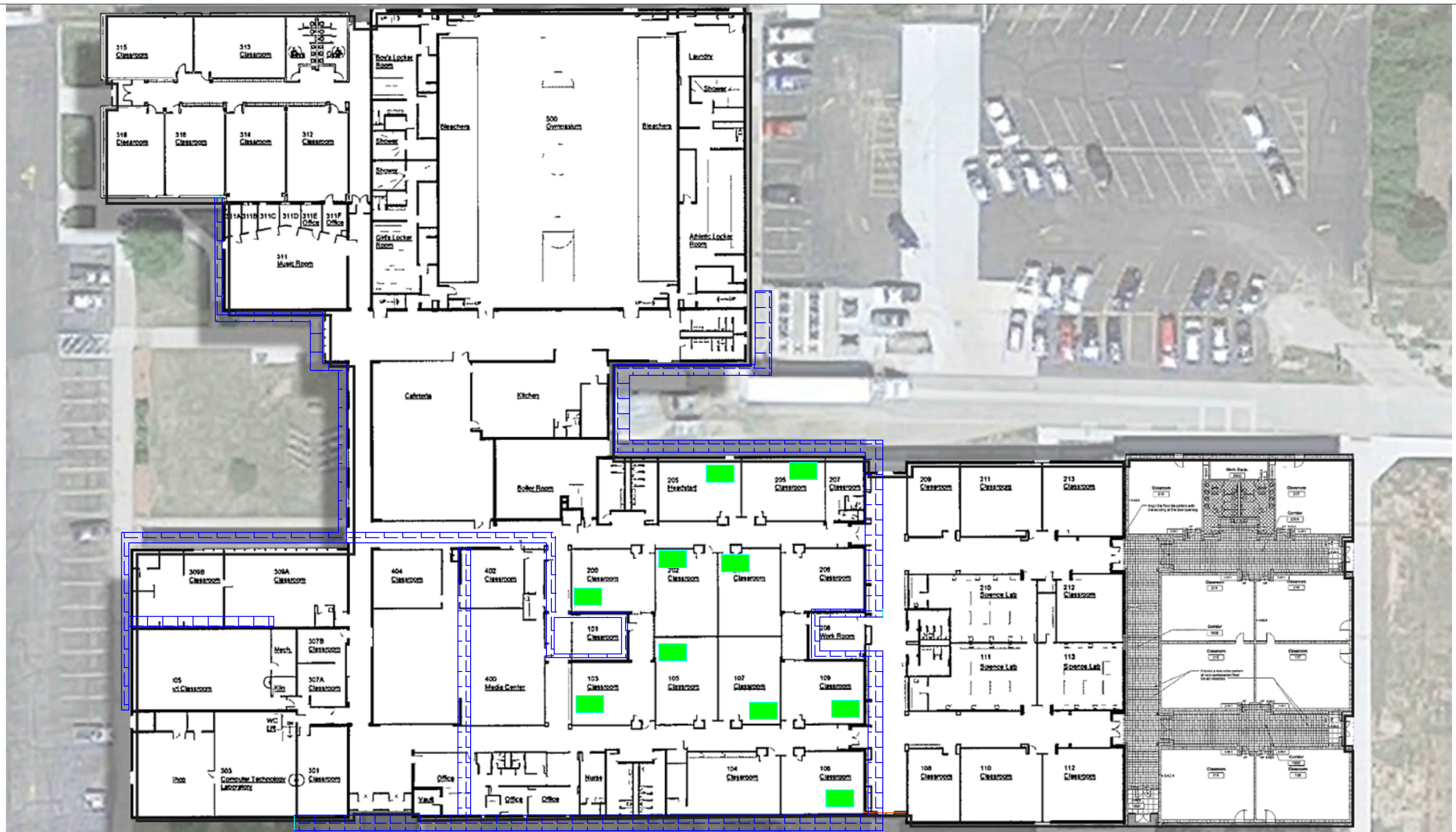
ASBESTOS CONTAINING
FITTINGS IN THE TUNNELS





ASBESTOS CONTAINING
PIPE FITTINGS



ASBESTOS CONTAINING
PIPE INSULATION



LEGEND:

-  ASBESTOS CONTAINING FITTINGS IN TUNNELS
-  ASBESTOS CONTAINING FITTINGS IN WALL HEATERS