



April 23, 2026

**ASBESTOS REMOVAL QUOTE INFORMATION**  
For CITY OF WAHOO, at 605 N BROADWAY, WAHOO, NEBRASKA

**PURPOSE:** To solicit quotes for the removal of asbestos containing materials from the former City Hall Office, 605 North Broadway, in Wahoo, Nebraska.

**BACKGROUND:** In November 2021, the City of Wahoo received the attached report from Bockmann Inc. regarding building materials containing asbestos. Fast-forward to 2026, and we are now ready to proceed with the remodel of this structure. We are asking for interested asbestos abatement contractors to submit sealed bids for the work needed to abate all unsafe asbestos materials located in the facility, to comply with Federal and State regulations. The building is currently vacant except for two rooms that do not contain asbestos which we would like to remain as is. Work can be started at any time following a week's notice. **Work must be completed no later than September 8, 2026.**

**QUALIFICATIONS:** Contractor shall have current licenses and credentials required by the Nebraska Department of Health and Human Services for asbestos removal. Please include a copy of license certificate and the required certificate of insurance with the submittal.

**SITE VISIT:** If you are interested and need to make a personal site visit to the location, please contact Melissa Harrell at 402-443-3222, Ext. 14 or [harrell@wahoo.ne.us](mailto:harrell@wahoo.ne.us).

**1. Scope of Work**

1.1 Removal of identified asbestos containing materials from the building as identified in the November 2021 Asbestos Survey completed by Bockmann, Inc. at 605 North Broadway, Wahoo, Nebraska. A copy of the aforementioned survey is incorporated herein by reference and acknowledged as having been received by Contractor.

**2. Work Completed by the City of Wahoo:**

2.1 Asbestos survey has been completed. The report is available at the City Hall, 608 N Linden, Ste B, PO Box 398, Wahoo, Nebraska, on the City of Wahoo website at [www.wahoo.ne.us](http://www.wahoo.ne.us) or by request to Melissa Harrell, City Administrator, at [harrell@wahoo.ne.us](mailto:harrell@wahoo.ne.us).

### **3. Work Requirements for the Contractor:**

3.1 Removal of all identified asbestos containing materials within the structure at 605 North Broadway, Wahoo, Nebraska.

3.2 Dispose of all materials at licensed disposal location.

3.3 Reports which must include a copy of the manifest/asbestos removal report, a copy of the final visual clearance by an independent third party, and a final report, including before and after photos, and dates of asbestos removal.

3.4 Contractor will be responsible for securing the structure when not on site.

### **4. Site Visitation and Planning:**

4.1 A site visit can be requested by contacting Melissa Harrell at 402-443-3222, or by email to [harrell@wahoo.ne.us](mailto:harrell@wahoo.ne.us).

4.2 The Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed himself/herself prior to their quote being submitted.

### **5. Submission Details:**

5.1 Contractors shall have their sealed "Quote Submittal" form returned by 2:00 p.m. on Thursday, May 7, 2026 to the City Offices, 608 North Linden, Ste B, PO Box 398, Wahoo, Nebraska 68066.

5.2 Quotes received after this time will not be considered. The City is not responsible for any late quotes received by mail or other delivery service.

5.3 Submission shall mean the actual in hand receipt of all required quote documents. Emailed quotes will be accepted so long as it is submitted in a single PDF document by email to [jbrabec@wahoo.ne.us](mailto:jbrabec@wahoo.ne.us) by the submission deadline. (Once submitted please follow up by phone for confirmation of receipt of submission.) Facsimile transmittals, or other electronic or telephonic transmittals shall not be accepted and receipt of the quote documents, or change in quote documents, in such manner will not be accepted. Quotes shall be public records and shall not be considered proprietary and confidential.

5.4 Contractors shall not add any conditions or qualifying statements to this quote. Any attempt to do so may cause the quote to be declared irregular, as not being responsive to the request for quotes.

### **6. Contract and Insurance:**

#### 6.1 Contract Terms

6.1.1 The "Asbestos Removal Quote Information" will serve as the terms of the contract. To this end, the terms of the Quote Submittal shall supersede all other documents and agreements between the parties.

#### 6.2 Contract Agreement

6.2.1 Submitting a completed and signed "Quote Submittal" form will serve as the agreement for the contract for the awarded contractor.

#### 6.3 Insurance Required

6.3.1 Contractors must submit a copy of their certificate of liability insurance carrying a minimum of \$1,000,000.00 of liability insurance and workers' compensation insurance.

6.3.2 Insurance policy shall not exclude the work to be completed in this contract.

## **7. Selection:**

7.1 The contract shall be awarded to the contractor who has submitted the lowest responsible bid and satisfies the required qualifications as approved by Wahoo City Council.

7.2 The City reserves the right to reject any and all bids.

## **8. Start Date, Completion Date, and Delays:**

### 8.1 Start Date

8.1.1 The awarded contractor will be advised following Council approval (expected May 12, 2026) and may start the work any time after notice is given.

8.1.2 The contractor shall advise the City 48- hours prior to their intended start time.

### 8.2 Completion Date

8.2.1 The entire scope of this project shall be completed by September 8, 2026. Completion date may be extended by the City Administrator.

### 8.3 Delays

8.3.1 With a written request from the contractor, the City Administrator may grant extensions for the completion date, if unsuitable weather or any force majeure should halt progress during the demolition period.

## **9. Payment, Liquidated Damages, and Penalties:**

### 9.1 Payment

9.1.1 The contractor will be paid in one lump sum when the scope of the work is completed in accordance with all items under Section Three (3) - Work Requirements for the Contractor; and the required inspections have been completed, and the third-party clearance report has been received and approved by the Wahoo City Council.

### 9.2 Liquidated Damages

9.2.1 The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the time specified above, plus and extensions thereof allowed by the City. The parties also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, (but not as penalty), Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specific for Substantial Completion. For purposes of this Section, the term Substantial Completion shall mean that the work is complete in conformance with Section 8.2.1 as reasonably determined by the City and the contractor has completed all prerequisites to a request for final payment. The parties agree that liquidated damages are not intended to be a penalty but rather the reasonable effort of the parties to value the negative impact of delays to the City.

## **10. Contact:**

10.1 All questions regarding this project may be submitted in person to Melissa Harrell, City Administrator, 608 N Linden, Suite B, Wahoo, Nebraska; by telephone at (402) 443-3222; or by e-mail at [harrell@wahoo.ne.us](mailto:harrell@wahoo.ne.us)

## **11. Notices and Disclaimers:**

11.1 The City reserves the right to terminate the quote process at any time; to reject any or all quotes; and to waive formalities and minor irregularities in the quotes received.

11.2 The City shall be relieved of any and all responsibility of claims of damage to adjacent property, property not associated with the asbestos removal; and injuries to people during demolition. Furthermore, the Contractor agrees to indemnify and hold harmless any and all claims presented against the City relating directly or indirectly to the scope of work provided hereto. This shall necessarily include, but is not limited to, any government or regulatory claims relating to adherence to asbestos removal.

### 11.3 Assignment:

11.3.1 The obligations of this Agreement shall not be assigned by any party without the written permission of the City and the Contractor.

### 11.4 Waiver of Default:

11.4.1 No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.

### 11.5 Choice of Law – Nebraska:

11.5.1 This Agreement shall be governed by the laws of the State of Nebraska.

### 11.6 Binding Contract:

11.6.1 This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

### 11.7 Severability of Agreement:

11.7.1 In the event that any of the terms of this Agreement shall be in conflict with and void as a result of the laws of the State of Nebraska, as the same may be from time to time amended, then the remainder of this Agreement shall remain in full force and effect.

### 11.8 Enforceability:

11.8.1 If any of the terms of this document are unenforceable, it shall in no way invalidate the balance of such Agreement.

### 11.9 Entire Agreement:

11.9.1 This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto. All addendums to this Agreement must be in writing and executed by both parties. Oral statements are non-binding in nature.

11.10 Contractor acknowledges that the Nebraska Public Records Act shall apply to any submissions hereto. As such, contractors should refrain from inclusion of any trade secrets or proprietary information they are unwilling to have disclosed as the City will handle disclosure requests as required by law.

To submit a bid, please complete the attached document and sign. Bids can be submitted by mail to:  
City of Wahoo – Asbestos Removal Project  
Attn: Melissa Harrell, City Administrator  
P.O. Box 398  
Wahoo, NE 68066

OR, they can be hand delivered to 608 N Linden, Suite B, Wahoo, NE 68066.

**QUOTE SUBMITTAL (Due by 2:00 p.m., May 7, 2026)**

**Scope of the Work:** 1.1. Removal of asbestos laden materials from the building at 605 North Broadway, Wahoo, Nebraska

Work to be completed no later than September 8, 2026.

Quoted Price for removal \$ \_\_\_\_\_

The undersigned, if awarded the contract, hereby agrees to commence the work according to the terms in the "Asbestos Removal Quote Information".

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Must also provide:

- Evidence of licensing with the State of Nebraska
- Certificate of Liability Insurance

Acceptance of proposal by the City of Wahoo:

\_\_\_\_\_  
Gerald D. Johnson, Mayor

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Christina Fasel, City Clerk