

**CONTRACT AND SPECIFICATIONS**  
**FOR**  
**CITY HALL ASBESTOS CONTAINING MATERIALS (ACM)**  
**ABATEMENT AND MOLD REMEDIATION**  
**FOR**  
**CITY OF HASTINGS**  
**HASTINGS, NEBRASKA**  
**Contract No. CH 2023-50**

**Proposals Will Be Opened Promptly At**  
**1:30 PM, Wednesday, October 11, 2023**

**Bid Submitted By:** \_\_\_\_\_



***THIS BID DOCUMENT MUST BE SUBMITTED WITH BID***

## ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the: **City Hall Asbestos Containing Materials (ACM) Abatement and Mold Remediation, CH 2023-50** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, October 11, 2023 at which time and place all bids will be publicly opened and read aloud.

**Brief description of project: City Hall Asbestos Containing Materials (ACM) Abatement and Mold Remediation.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: <https://www.cityofhastings.org/bids/> .

The Contract Documents, including plans and specifications, are on file at the Office of the City Clerk of Hastings, 2727 W 2<sup>nd</sup> Street, Suite 424, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: [www.cityofhastings.org/bids](http://www.cityofhastings.org/bids). A paper copy is available for \$75.00, plus sales tax (\$5.25), plus shipping.

Each bid shall be accompanied by a certified check, drawn on a solvent bank in the State of Nebraska, or a bid bond in an amount of not less than five percent (5%) of the total bid of all contract construction costs, made payable to the City Treasurer of the City of Hastings, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build all the improvements in accordance with this notice and give bond in the sum hereinafter provided for the construction of improvements.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload of bidders and available manpower that bidder commits to the project.

The successful bidder will be required to furnish a Performance Bond in the sum of the full amount of the Contract within ten (10) days of the date of award. No additional time will be allowed the Contractor for providing the Performance Bond.

DATED AT HASTINGS, NEBRASKA, this 19th day of September, 2023.

---

Kimberly S Jacobitz, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication  
September 21, 2023  
September 28, 2023

## INSTRUCTIONS TO BIDDERS

All Proposals shall be submitted on the Proposal forms hereto attached. Copies of addenda, if any, shall be signed and attached to your proposal.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed himself, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

---

---

---

---

---

The Purchaser will not assume obligations resulting from losses or damages until acceptance of the equipment.

Checks of unsuccessful Bidders will be returned when their bids have been rejected and they will not be retained in excess of sixty (60) days from the date bids are opened. The check of the successful Bidder will be retained until performance of the bid is made. Should the successful Bidder fail to perform as the Proposal and Specifications indicate, the City of Hastings may use the check as liquidated damages within fifteen (15) days after written notice is given to the party who submitted the successful bid.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

# IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

**CONTRACT NO: CH 2023-50**

**City Hall Asbestos Containing Materials (ACM) Abatement  
and Mold Remediation**

**City of Hastings**

PLEASE CONTACT ANY OF THE FOLLOWING:

## **TECHNICAL QUESTIONS**

Marty Stange  
Environmental Director  
City of Hastings  
1228 N. Denver Avenue  
PO Box 289 (68902)  
Hastings, NE 68901

Ph# 402-462-3651  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

## **GENERAL QUESTIONS OR REQUESTS**

Rena Griess  
Administrative Assistant – Engineering Dept, City of Hastings  
Ph# 402-462-3665  
Fax# 402-462-3666  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)



# IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

Bids may be hand delivered to the City of Hastings Monday – Friday between 8am -5pm.

Your Return Address

City of Hastings  
Attn: Renae Griess  
1228 N Denver Avenue  
Hastings, NE 68901

**This Information MUST BE typed or written in the lower left hand corner of return envelope OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE**



**BID DOCUMENTS ENCLOSED**  
**ATTN: Renae Griess**  
**Contract No: CH 2023-50**  
**City Hall Asbestos Containing Materials (ACM) Abatement and**  
**Mold Remediation**  
**Bid Opens: Wednesday, October 11, 2023 @ 1:30 pm**

If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City of Hastings prior to 1:30 pm deadline.

**BIDDER'S CHECKLIST**  
**CITY HALL ASBESTOS CONTAINING MATERIALS (ACM)**  
**ABATEMENT & MOLD REMEDIATION**  
**1228 NORTH DENVER AVENUE, HASTINGS NE**  
**FOR**  
**CITY OF HASTINGS**  
**Contract No. CH 2023-50**

- One signed cover sheet with your company's name filled in
- One signed original Formal Proposal
- Exception sheet, if exceptions are being made
- Acknowledgement of Addenda. All addendums received must be acknowledged and signed, if applicable.
- Firm unit pricing; or the lump sum pricing as applicable (see Formal Proposal).
- A certified check, cashier's check, or bid bond payable to the City of Hastings in an amount no less than five percent (5%) of the bid price included with the sealed bid envelope addressed in accordance with the Mailing or Hand Delivery Instructions.

**FORMAL PROPOSAL FOR  
CITY HALL ASBESTOS CONTAINING MATERIALS (ACM) ABATEMENT  
AND MOLD REMEDIATION  
FOR  
CITY OF HASTINGS  
HASTINGS, NEBRASKA  
Contract No. CH 2023-50**

City of Hastings  
1228 N Denver Ave  
Hastings, NE 68901

**Issue Date: 9-18-2023 Return Date on or Before: 10/11/2023 Wednesday @ 1:30 p.m.**

The undersigned bidder, having read and examined the specifications and associated contract documents for the below designated work, does hereby propose to furnish the equipment and provide the services set forth in this Proposal.

We, the undersigned, being familiar with all parts of this document, specification contract document forms do hereby agree to complete the **City Hall Asbestos Containing Materials (ACM) Abatement and Mold Remediation** City of Hastings, Hastings, Nebraska as specified to purchaser for the following firm prices.

City of Hastings may at its own discretion delete project prior to award of contract.

**BID FOR CITY HALL ASBESTOS ABATEMENT**

Item No.	Description	Unit Price	Sales Tax	Total Price
1	Remove, abate and dispose of ACM Textured Ceiling (Approximately 10,829 SF)	LUMP SUM	\$	\$
2	Remove, abate and dispose of ACM vinyl floor tile and sheeting (Approximately 2,596 SF - See note 1 below)	LUMP SUM	\$	\$
3	Remove, abate and dispose of ACM Thermal System Insulation (Approximately 825 LF – See note 1 below)	LUMP SUM	\$	\$
4	Remove, abate and dispose of ACM Window Glazing (Approximately 1,300 LF)	LUMP SUM	\$	\$
5	Electrical Panels – See note 2 below			
6	Remove wall paper and abate mold	LUMP SUM	\$	\$

7	Remove carpet from walls, columns and floors in basement	LUMP SUM	\$	\$
8	Remove, clean and salvage all files and documents located in the bank vault located in the northwest corner of the basement	LUMP SUM	\$	\$
<b>TOTAL BASE PRICE FOR BID</b>				
_____			\$	_____
<i>(Price In Words)</i>				
A	Remove and dispose of all carpet from first floor and second floor	LUMP SUM (Add or Deduct Price)	\$	\$
<b>ALTERNATE PRICE FOR BID</b>				
_____			\$	_____
<i>(Price In Words)</i>				

Note 1: Thermal Insulation and Vinyl Floor Tile located in the Telephone Equipment Room has been previously removed and abated.

Note 2: Electrical Service panels will not be removed at this time.

For calculating this proposal:

For purposes of sales/use tax, this project falls under Nebraska Sales and Use Tax Regulation 1-017 for Contractors. By definition, a contractor is “any person who repairs property annexed to, or who annexes property to, real estate, including leased property, by attaching building materials to the annexed property or improvement being built or repaired, or who arranges for annexation of property.” Please refer to [www.revenue.nebraska.gov/salestax.html](http://www.revenue.nebraska.gov/salestax.html) for additional information.

For calculating this proposal:

- All contractors are to include sales/use tax on materials in the bidder’s prices.
- **Option 1 contractors must separately state materials, sales tax, labor, and other charges on all invoices for the project. Any invoices submitted that do not include this required**



**breakdown of the charges will not be accepted for payment. (This requirement does not apply to Option 2 or 3 contractors.)**

- The sales/use tax rate on building materials is 7.0% for projects within Hastings' city limits and 5.5% for projects outside of city limits.
- Contractor labor charges for this proposal are not subject to sales/use tax per the Nebraska Department of Revenue Notice to Contractors effective October 1, 2007.
- In submitting this bid, the bidder certifies that he will comply with all applicable laws, ordinances, and codes of the City of Hastings and the State of Nebraska.

The City Hall project is located **WHITNIN THE CITY LIMITS.**

What contractor option have you registered with the Nebraska Department of Labor (must select one)?

Please refer to <https://dol.nebraska.gov> for additional information.

- Option 1 \_\_\_\_\_
- Option 2 \_\_\_\_\_
- Option 3 \_\_\_\_\_

Is Nebraska Sales/Use Tax included in the above prices (must select one)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Exceptions (must select one)?      Yes \_\_\_\_\_ No \_\_\_\_\_

City of Hastings may at its own discretion delete any project item prior to award of contract. Award will also consider alternate materials as noted in the proposal form. Award will consider lowest and best combination of alternate materials and prices.

In submitting this proposal, it is understood that the right is reserved by City of Hastings to reject any or all proposals and it is further understood that this proposal may not be withdrawn for a period of sixty (60) days after proposals are opened. It is further understood that City of Hastings reserves the right to select any or all of the items above, as they deem appropriate.

Subcontractor Designation Sheet must be filled out if applicable.

**All bid documents, including proposals, etc., must be submitted with original signatures. No copies will be accepted.**

**OFFICIAL NAME & ADDRESS**

---

Firm Name

---

Signature

---

Address

---

Typed or Printed Name

---

City, State, Zip

---

Title

---

Phone No.

---

Date

---

Fax No.

---

Email Address

# AGREEMENT

**THIS AGREEMENT**, made and entered into this      day of                      , 2023,  
by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or  
"City", and    , a    of (town)    in the State  
of    , Party of the Second Part, hereinafter called the "Contractor".

**WITNESSETH: THAT,**

**WHEREAS:** The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings, and delivered complete as specified in the accompanying contract documents.

**WHEREAS:** The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; Notice to Bidders, Instructions to Bidders, Specifications; all of which documents are attached hereto and made a part of this Contract.

**NOW, THEREFORE:** It is hereby agreed that for the sum of    . (\$    )

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **City Hall Asbestos Containing Materials (ACM) Abatement and Mold Remediation CH 2023-50**.

All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary drawings promptly and complete the work in the number of days set forth in the Proposal.

# AGREEMENT

**IN WITNESS WHEREOF:** The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS  
Party of the First Part

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR  
Party of the Second Part

SEAL

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_  
as principal, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and duly authorized to transact business in the State of Nebraska, as surety are held and firmly  
bound unto the CITY OF HASTINGS, NEBRASKA, a municipal corporation organized and  
existing under the laws of the State of Nebraska, hereinafter referred to as CITY, in the penal sum  
of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of  
which will and truly be made, we the said principal and the said surety do hereby bind ourselves,  
our heirs, executors, administrators and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that, whereas the principal, by an instrument in  
writing attached hereto and bearing the date of \_\_\_\_\_20\_\_, has agreed with the CITY to  
do all work necessary and to furnish all labor, materials, supplies, tools and equipment to \_\_\_\_\_  
\_\_\_\_\_ as specified  
thereby and in the specifications, proposals and contract forming the Contract Documents attached  
thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a  
workmanlike manner, and to the satisfaction of the CITY perform and complete the work required,  
and shall defend, indemnify and save harmless the CITY against all damages, claims, demands,  
expenses and charges of every kind (including claims of patent infringement) arising from any act,  
omission or neglect of said principal, his agents, servants or employees, with relation to said work,  
and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment  
and deliver the said improvement to the CITY completed and ready for operation and free from all  
encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully  
chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may  
perform any work or labor or furnish any material in the execution of said Contract and may be  
sued on thereby in the name of any such party claiming the benefit hereof, then this obligation  
shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in  
full force and effect for the full guarantee period provided in the specifications contained herein.

**PERFORMANCE BOND**

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to terms of the Contract, to the work or to the specifications.

PROVIDED FURTHER, that if the principal of his, their or its subcontractor or subcontractors fail to duly pay for any labor, materials team, hire sustenance, provisions, provender or any other supplies or materials used or consumed by such contractor of his, their or its subcontractors in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond together with interest as provided by law.

IT WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

This Bond is executed in triplicate counterparts.

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name of Person Executing

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



# Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name			Name		
Legal Name					
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

**Check Type of Certificate**

- Single Purchase    If single purchase is checked, enter the related invoice or purchase order number \_\_\_\_\_.
- Blanket                If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**    Purchase for Resale (Complete Section A.)    Exempt Purchase (Complete Section B.)    Contractor (Complete Section C.)

**Section A—Nebraska Resale Certificate**

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of \_\_\_\_\_ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a:     Wholesaler     Retailer     Manufacturer     Lessor

Description of Product Sold, Leased, or Rented

of \_\_\_\_\_

My Nebraska Sales Tax ID Number is 01-\_\_\_\_\_.

If none, state the reason \_\_\_\_\_,

or Foreign State Sales Tax Number \_\_\_\_\_ State \_\_\_\_\_.

**Section B—Nebraska Exempt Sale Certificate**

The basis for this exemption is exemption category \_\_\_\_\_ (See the list of Exemption Categories and corresponding numbers on reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Property or Service Purchased	Intended Use of Property or Service Purchased
_____	_____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State ID number. 05-\_\_\_\_\_ Do **not** enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------	------------------------------------	--	---

**Section C—For Contractors Only**

**1. Purchase of building materials or fixtures.**

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: \_\_\_\_\_.

**2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity)**

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign here** ▶

Authorized Signature

Title

Date

Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.  
Sellers cannot accept incomplete certificates.**

**The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.**

**revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729**



## Instructions

**Who May Issue a Resale Certificate.** Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

**Who May Issue an Exempt Sale Certificate.** Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

**Contractors.** Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

**When and Where to Issue.** The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

**Sales Tax Number.** A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

**Fully Completed Resale or Exempt Sale Certificate.** A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

**Penalties.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

**Important Note:** Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.

# Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

## Section A – Purchasing Agent Appointment

Name and Address of Contractor			Name and Address of Exempt Governmental Unit or Exempt Organization		
Name			Name		
Street or Other Mailing Address			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code
Name and Location of Project			Appointment Information		
Name			Effective Date (See instructions)		
Street Address			Expiration Date		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

Provide the contract name, number, and a description of the project.

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project identified above.

**sign  
here** ▶

Authorized Signature of Exempt Governmental Unit or Exempt Organization

Title

Date

## Section B — Delegation of Contractor's Authority A contractor can delegate its authority to its subcontractor.

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned contractor hereby delegates authority to the above-named subcontractor to act as the purchasing agent of the named governmental unit or exempt nonprofit organization.

**sign  
here** ▶

Signature of Contractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned contractor hereby delegates authority to the above-named subcontractor to act as the purchasing agent of the named governmental unit or exempt nonprofit organization.

**sign  
here** ▶

Signature of Subcontractor or Authorized Representative

Title

Date

Name and Address of Subcontractor			Delegation Information for the Project Identified in Section A		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned contractor hereby delegates authority to the above-named subcontractor to act as the purchasing agent of the named governmental unit or exempt nonprofit organization.

**sign  
here** ▶

Signature of Subcontractor or Authorized Representative

Title

Date

## SECTION 1 GENERAL CONDITIONS

### SECTION 1-1 - DEFINITIONS OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**1.101 Advertisement.** The advertisement for work or materials on which bids are to be received.

**1.102 Award.** The decision of the City to accept the proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract thereof and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

**1.103 Bid Bond.** Insures the owner that the successful bidder will undertake the contract under the terms of the proposal and provide bond(s) as specified in the bidding documents.

**1.104 Bidder.** Any individual, firm, or corporation formally submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**1.105 Calendar Day.** Every day shown on the calendar, including weekends and holidays.

**1.106 Change Order.** A written order to the Contractor, signed by the Engineer, ordering a change in the work from that originally shown in the plans and specifications.

**1.107 City.** The word "City" as used in these specifications refers to City of Hastings, Nebraska.

**1.108 Contract.** The written agreement executed between the City and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the City is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the "Notice to Bidders", these specifications, the Contractor's Bond, the general and detailed plans, the Proposal, Special Provisions, and Supplemental Agreements.

**1.109 Contract Item.** An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials described in the text of a specification item included in the contract or described in any subdivision of the text of the supplemental specification or special provision of the contract.

**1.110 Contract Period.** The period from the date specified in the contract for the commencement of work to the date specified for its completion, both dates inclusive.

**1.111 Contractor.** The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

**1.112 Easement (Right-of-Way).** A right acquired by public authority to use or control property for a designated purpose.

**1.113 Engineer.** The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

**1.114 Extra Work.** Work performed by the Contractor in order to complete the contract in an acceptable manner but for which there is no basis of payment provided in the contract.

**1.115 Inspector.** An authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work performed and materials furnished by the Contractor.

**1.116 Laboratory.** The testing laboratory of the City or any other testing laboratory which may be designated by the Engineer.

**1.117 Maintenance Bond.** Insures the owner of a completed construction project for a specified time against defects and faults in materials, workmanship, and design.

**1.118 Notice to Bidders.** The provisions, requirements, and instructions pertaining to the work to be awarded, manner and time of submitting proposals, quantities of the major items or work required, as prepared for the information of bidders.

**1.119 Performance Bond.** The approved form of security, executed by the Contractor and his surety or sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

**1.120 Plans.** The official plans, profiles, working drawings, and supplemental drawings, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the contract supplementary to these specifications.

**1.121 Project.** The specific work as described in the specification and plans to be performed thereon under the contract.

**1.122 Proposal.** The offer of the bidder, submitted on the prescribed proposal form, to perform the work and to furnish the labor and materials at the prices quoted by the bidder.

**1.123 Proposal Form.** The approved form on which the City requires formal bids be prepared and submitted.

**1.124 Proposal Guaranty.** The security furnished by the bidder with his proposal for a project, as a guaranty that he will enter into a contract for the work if his proposal is accepted.

**1.125 Right-of-Way.** The land area which is reserved or secured by the City for constructing the work or for obtaining material therefor.

**1.126 Special Provisions.** Special directions, provisions or requirements peculiar to the project under consideration and not otherwise thoroughly or satisfactorily detailed or set forth in the specifications. See Section II Special Provisions.

**1.127 Specifications.** The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications or special provisions, all of which are necessary for the proper performance of the contract.

**1.128 Subcontractor.** Any individual, firm, or corporation to whom the Contractor, with the written consent of the City, sublets any part of the contract.

**1.129 Superintendent.** The representative of the Contractor, present on the work at all times during progress, authorized to receive and fulfill instructions from the Engineer and capable of superintending the work efficiently.

**1.130 Surety.** The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

**1.131 Work.** Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract **if applicable.**

**1.132 Working Day.** Any day, except Saturdays, Sundays, and Hastings Utilities holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve, and Christmas Day. Working days for a project area shall be counted consecutively from project starting date.

**1.133 Completion of the Work and Formal Acceptance by the City.** Whenever the term "completion of the work and formal acceptance by the City" is used, it refers to and means the formal acceptance of the work by the Engineer and the City at the time the Contractor has all work under the contract completed and in place. Release of the final pay estimate shall constitute formal acceptance by the City.

**1.134 Final Acceptance of the Work.** Whenever the term "final acceptance of the work" is used, it refers to and means the time when the Engineer and City finally accept the work after the expiration of the time for which the Contractor guarantees to keep the work in repair.

**1.135 Abbreviations.**

A.A.S.H.O.	American Association of State Highway Officials
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing Materials
A.R.E.A.	American Railway Engineering Association
A.W.S.	American Welding Society

D.O.T. Department of Transportation, Office of Pipeline Safety  
O.S.H.A. Occupational Safety and Health Administration  
A.W.W.A. American Water Works Association

## **SECTION 1-2 - PROPOSAL REQUIREMENTS AND CONDITIONS**

**1.201 Contents of Proposal Forms.** Bidders will be furnished with proposal forms which will state the location and description of the contemplated work and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which unit bid prices are asked, and the time in which the work must be completed, and the date, time, and place of opening bids. All special provisions and required provisions will be grouped together and bound with or included through reference in the proposal form.

**1.202 Interpretation of Quantities in Proposal Forms.** The quantities listed in the proposal forms are to be considered as approximate, unless otherwise provided by special provision. It is understood that the quantities of work to be done and materials to be furnished may each be increased, diminished or omitted, as hereinafter provided, without in any way invalidating the unit bid prices, except as provided in Article 1.403.

**1.203 Examination of Plans, Specifications, Special Provisions, and Site of Work.** The bidder is required to examine carefully the site, and the proposal, plans, specifications, special provisions, and contract form, for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, and contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

**1.204 Preparation of Proposal.** Bidders shall submit their proposals on blank forms furnished by the Engineer, with the full name and address and the place of business or residence of the bidder. If the bidder is co-partnership, then the signature shall be by a member of the firm, with the names and addresses of each member; and if a corporation, then by an officer of the corporation in the corporate name and with the corporate name and with the corporate seal attached thereto.

All blank spaces in the form shall be fully filled; numbers shall be stated in legible figures and writing when required; the signature shall be longhand; and the complete form shall be without interlineation, alteration or erasure.

No oral, telegraphic, telephonic, faxes, or electronically mailed proposals or modifications will be considered.

When certain alternative prices, for both increasing and decreasing the cost, are required, as called for in the proposal sheet, it must be understood that all materials and workmanship required shall be the best of their respective kinds; and in all cases, shall correspond with similar

work herein specified and, if accepted, the work shall be done under the general terms of the specifications.

**1.205 Statement of Bidder's Financial Conditions.** Any bidder may be required by the City to submit data to satisfy the City that such bidder is prepared to fulfill the contract if it is awarded to him.

**1.206 Certified Check, Cashier's Check or Bid Bond.** Each bidder must submit with his proposal a certified check, cashier's check or bid bond in the amount of not less than five percent (5%) of the amount bid, drawn to the order to the City of Hastings, Nebraska, guaranteeing the execution of the contract and bond required, within ten (10) days of the notification of award. Any certified check must be issued by a U.S. Commercial Bank.

**1.207 Filing of Proposal.** The proposal and the supporting proposal guaranty for each project shall be filed in separate but attached envelopes, so marked as to indicate their contents. All proposals shall be filed with the City at the place designated in the notice to bidders, prior to the time advertised for the opening of bids.

**1.208 Withdrawal of Proposal.** A bidder will be permitted to withdraw his proposal unopened after it has been submitted, if his request for withdrawal is made in writing and delivered personally by the bidder or his authorized representative prior to the time specified for opening bids.

**1.209 Public Opening of Proposals.** Proposals will be publicly opened and read at the time and place stipulated in the notice to bidders.

**1.210 Material Guaranty.** The bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

### **SECTION 1-3 - AWARD OF CONTRACT**

**1.301 Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be immediately available to the public.

The right is reserved to reject any and all proposals and to waive technical errors as may be deemed best for the interest of the City.

**1.302 Award of Contract.** In the award of contract, consideration will be given not only to the prices bid but also the mechanical and other equipment available to the bidder, the financial responsibility of the bidder, and his ability and experience in the performance of like or similar contracts.

The award of alternatives proposed will be selected not only of the price but of the quality of the products provided, availability of replacement parts, repair, connection to future or existing systems, longevity, durability, function, and all other engineering and operational consideration.

Award of contracts will be made as promptly as practical after bids have been opened and read. The City reserves the right to delay the award for such time as is needed for the consideration of the bids, and for the receipt of concurrence in recommended contract awards from other governmental agencies whose concurrence may be required.

**1.303 Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of the said contract by all parties without any liability against the City.

**1.304 Return of Proposal Guaranty.** Proposal guaranties will be returned to the unsuccessful bidders by mail promptly after the signing of the contract has been made. Return to the successful bidder will be made after the signing of the contract and filing of the contract bond.

**1.305 Performance Bond (When Required).** The Contractor shall furnish a performance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

**1.306 Maintenance Bond (When Required).** The Contractor shall furnish a maintenance bond with a company having the approval of the City in an amount of one hundred percent (100%) of the contract price guaranteeing complete and faithful performance of the contract, payment of all bills of whatever nature which could become a lien against the property, and guaranteeing replacement of defective materials and workmanship for a period of three (3) years after completion of the contract.

In the event that Contractor chooses to submit a bond other than the bond from contained in this package, such submission is done at the risk of the bidder. All such substituted bond forms shall contain indemnification both for performance and warranty as set out more fully in these documents.

**1.307 Failure to Execute Contract.** Failure to execute a contract and file an acceptable performance bond, as provided herein, within ten (10) days from date of award shall be just cause for the annulment of the award and the forfeiture of the certified check, bid bond, or cashier's check to the City, not as a penalty but in liquidation of damages sustained.

## **SECTION 1-4 - SCOPE OF WORK**

**1.401 Intent of Plans and Specifications.** The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood by the Contractor that he will furnish all labor, materials if applicable, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any



point, shall be regarded as meaning that only the best general practice is to prevail, and that only materials and workmanship of the best quality are to be used.

For the purpose of design and the preparation of the Engineer's estimate, the City may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soil, moisture content and types and extent of rock strata.

This information, when shown on the plan, represents to the best of the City's knowledge, conditions as of the date the survey was made. The appearance of this information on the plan will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.

The bidder may utilize this information as he sees fit. Any bidder interested in the work is authorized to make whatever additional investigation he considers advisable.

In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the City does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.

**1.402 Special Work.** Any conditions not covered by these standard specifications are stated in the special provisions.

**1.403 Increased or Decreased Quantities of Work.** The Engineer reserves the right to alter the quantities of contract items for which there are bid prices. Such increases or decreases in quantities shall be made as he considers necessary or desirable without waiving or invalidating any of the provisions of the contract; provided, that all such alterations shall be ordered in writing and that a supplemental agreement shall be executed with the Contractor for the item or items involved, when such alterations involve an increase or decrease of more than twenty percent (20%) of the total cost of the work of any group of the contract calculated from the original proposal quantities and the contract unit prices. The Contractor shall not start on any alteration requiring a supplemental agreement until the agreement setting forth an equitable adjustment of compensation, satisfactory to both parties, shall have been executed by the Engineer and the Contractor.

**1.404 Changes in Work - Change Order.** The City reserves the right to order the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. All change orders must be approved in writing prior to start of work.

- a. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty (20) percent, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedures shall be as follows:
  1. If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.

2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials, and insurance plus fifteen (15) percent of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- b. Each change order shall include in its final form:
1. A detailed description of the change in the work.
  2. The Contractor's proposal (if any) or a conformed copy thereof.
  3. A definite statement as to the resulting change in the Contract Price and any impacts on project schedule.
  4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

**1.405 Removal and Disposal of Structures and Obstructions.** The Contractor for bridge and culvert work shall remove any existing structure or part of structure that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.

The Contractor shall remove any materials or structures found on the right-of-way which are not to remain in place or which have not been designated for use in the new construction. The removal and disposal of pipe culverts will not be paid for directly, but shall be considered as incidental work, and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts shall be removed by methods that will cause a minimum of damage to the pipe culverts. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work. Whenever City of Hastings requires abandonment of old utility mains or services, the Contractor shall plug or cap all open ends.

**1.406 Rights In and Use of Materials Found on the Right-of-Way.** Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way of the street or on land acquired for the work, are the property of the City or the City of the fee title to the land, and shall not be used or destroyed by the Contractor without special permission from the Engineer. When the Contractor is permitted to use materials found on the right-of-way, any excavations that he makes below the grade elevation shall be backfilled with other suitable materials so that the finished street will conform to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

When rock excavation is encountered, any portion of rock excavation which would otherwise be deposited in waste areas and not be incorporated in the embankments may be processed and used, royalty free, by the Contractor in any other portion of the construction in which material of that quality would be acceptable. No deduction will be made from excavation quantities for rock so used.

**1.407 Right-of-Way.** Right-of-Way for the work will be provided without cost to the Contractor. Right-of-way will be made available to the Contractor on or before the date specified for the commencement of the work, unless a later date for the right-of-way to be made available to the Contractor is designated in the contract documents.

**1.408 Railroad Crossings.** Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction. No claims will be allowed for loss or damage caused by failure to complete such arrangements. The Contractor is responsible to pay for any railroad required Contractor's fees.

## **SECTION 1-5 - CONTROL OF WORK**

**1.501 Authority of Engineer.** The Engineer will decide any questions that arise with reference to the intent of the contract documents and compliance therewith. He will resolve all questions relating to materials, work, progress, disputes and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of these specifications.

**1.502 Plans and Working Drawings.** The approved plans will be supplemented by such working drawings as are necessary to adequately control the work. It is mutually agreed that all authorized alterations affecting the requirements and information given in the approved plans shall be in writing.

Working drawings for any structure shall consist of such detailed plans as may be required of the Contractor for the execution of the work. These are not included in the plans furnished by the Engineer. They shall include shop details, erection plans, masonry, and form work. The Engineer's prior approval of the shop details must be obtained before any fabrication work involving these plans is performed. Erection plans, masonry layout diagrams, and plans for cribs, cofferdams, false work, centering and framework, as well as any other working drawings not previously mentioned, may be required of the Contractor and shall be subject to the Engineer's approval.

**1.503 Alteration of Plans or of Character of Work.** The Engineer shall have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to complete satisfactorily the proposed construction. Such alterations shall not be considered as a waiver of any conditions of the contract or invalidate any of the provisions thereof.

**1.504 Coordination of Plans, Specifications, Special Provisions and Supplemental Specifications.** These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work.

**1.505 Cooperation of Contractor.** The Contractor will be supplied with a minimum of two sets of approved plans and contract assemblies, including special provisions, one set of which the contractor shall keep available on the work at all times.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer and other contractors in every way possible.

The Contractor shall at all times have on the work, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications, knowledgeable in the pertinent industry codes and standards, thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of work sublet.

Before starting any work under this Contract, the Contractor shall file with the City a letter signed by an officer of the company (or City, or partner, as the case may be), giving the name, address, and telephone number of the superintendent who is to represent the Contractor in all matters with prosecution of the work and who is to officially receive on behalf of the Contractor, notices or directions issued by the City or its Engineer, and act upon them as required. If, during the life of the Contract, a change in superintendents is made by the Contractor, a new letter shall be filed simultaneously with the change.

**1.506 Surveys.** Lines and elevations shall be established by the Engineer before the work commences. City of Hastings shall perform all staking on this project. The Contractor shall make efforts to preserve all survey stakes.

All property pins, section corners, right of way monuments, permanent bench marks (brass caps), and all other survey monuments disturbed or removed by the Contractor shall be replaced by a licensed Surveyor at the expense of the Contractor. The Contractor shall take all necessary precaution to maintain in good condition all survey monuments.

The Contractor will insure the Engineer or his representative is present to verify the location of all utilities (highways, railroads, drainage, etc.) uncovered, crossed, or otherwise exposed during the completion of the project. The Contractor shall keep the Engineer or his representative abreast of activities so adequate response by the Engineer or his representative can be made without unduly delaying the construction process. A 24 hour notice may be enforced if sufficient time is not allowed by the Engineer or his representative to conduct all necessary field surveys.

See specification 2.013 for additional information.

**1.507 Authority and Duties of Inspector.** The City may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the contract. Such inspection may extend to any part of the work and to the preparation of manufacture of the materials to be used. The Inspector will not be permitted to modify in any way the provisions of the contract documents, nor to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being done; also, to call the Contractor's attention to any infringements of the contract documents. The Inspector will not act as foreman or perform other duties for the Contractor, not improperly interfere with the management of the work. He will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and Inspector

as to quality of materials or the manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of the suspension of work will be given to the Engineer and the Contractor.

Upon the failure of Contractor or its Subcontractors to comply with any of the requirements of this Contract (but not limited to quality or safety), the City shall have the authority to stop any portion of the work affected by such failure until such failure is remedied. If the City issues a Stop Work Order, the City shall not be liable for any costs or expenses claimed by Contractor arising out of such issuance. The construction schedule shall not be delayed or extended as a result of the City's issuance of a Stop Work Order.

#### **1.508 Inspection of Work.**

- a. The Contractor shall notify the City sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities, all at his own expense.
- b. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
- c. Should it be considered necessary or advisable by the City any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendent's, general expenses and profit, shall be allowed the Contractor and he shall in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

**1.509 Removal of Defective Work.** Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the City to declare the contract in default, and to proceed to have the work completed in accordance with Article 1.808.

**1.510 Final Inspection.** Upon written notification by the Contractor or his authorized representative that the work is completed, the Engineer shall make a final inspection within 10 days of the completion of all work included in the contract. If the work is found not to be in

accordance with the contract documents, the Engineer shall provide the Contractor with a "Punch List" of the particular defects to be remedied.

Once the Engineer and Contractor determines the work is completed a written Notice by the Engineer shall be given to the Contractor within 10 days of the completion of all work items.

**1.511 Review By City.** The City, its authorized representatives and agents shall at all time have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

**1.512 Quality Control.** The contractor shall make every effort to provide control of the workmanship of the project. This shall include but not be limited to the following construction practices.

1. Concrete surfaces of sidewalks, paving, slab on grade and other related concrete work shall be smooth and constructed to the elevations as shown on the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before work is to begin. The Contractor shall notify the Engineer 72 hours before any work is to begin which will involve concrete finishing.
2. Lines and grades of all pipes, conduits, casing, grading, etc. shall be constructed according to the plans or as directed by the Engineer. An acceptable construction tolerance shall be agreed upon before any pipeline, conduit installation, casing installation, or grading begins.

## **SECTION 1-6 - CONTROL OF MATERIALS.**

**1.601 Source of Supply and Quality Requirements.** The materials used on the work shall meet all quality requirements of the contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials prior to delivery. At the option of the Engineer, approval of the source or approval of materials at the source prior to delivery may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that the use of unfit materials cannot be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery is started and at any time during the process of preparation and use, the materials shall be subject to the approval of the Engineer. All materials supplied shall be new and undamaged.

**1.602 Storage of Materials.** The Contractor shall be responsible for the care and storage of materials delivered on the work or purchased for use thereon. Any material that has been delivered on the work and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

**1.603 Unacceptable Materials.** All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered as unacceptable and all such

materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

**1.604 Guarantee.** Not applicable

**1.605 "Or Equal" Clause.** Whenever, in any section of the contract documents, plans or specifications, any article, materials, or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or approval equal", if not inserted, shall be implied. The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Engineer shall determine the acceptability of articles, materials or equipment proposed as equals.

**1.606 Shop Drawings.** The Contractor shall submit for review and approval all shop drawings as indicated in these specifications before the beginning of construction. Failure to submit shop drawings shall suspend payment of any materials delivered or installed. This includes delivery of materials in storage. These requirements will be strictly enforced.

## **SECTION 1-7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**1.701 Laws to be Observed.** The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

**1.702 Work Eligibility Status.** Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**1.703 Fair Labor Standards.** The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings Contractor agrees to comply with the provisions set forth by CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

*During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:*

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (*Recipient*) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the



(Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**1.704 Permits.** The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

**1.705 Restoration of Surfaces Opened by Permit.** Upon the presentation of a duly authorized and satisfactory permit from the City, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Engineer may authorize the Contractor to allow parties bearing such permits to make openings in the street. The Contractor shall make in an acceptable manner all necessary repairs due to such openings, and such necessary work ordered by the Engineer shall be paid for as provided in these specifications.

**1.706 Safety, Health and Sanitation.** In the performance of his contract, the Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation.

- a. The Contractor shall exercise proper precaution at all time for the protection of persons and property and shall be responsible for all damages to persons or property either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes and OSHA shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall comply with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices. The Contractor shall install plastic fence on open holes when directed by the Inspector. The Contractor shall wear hard hats and safety glasses at all times on the construction site.
- b. The Contractor shall maintain an accurate record all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph "c" shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or employee benefit acts.

The obligation of the Contractor under this paragraph "c" shall not extend to the liability of the Engineer, his agents or employees arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or 2) the giving of or failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor shall immediately correct any unsafe conditions identified by the City. In the event the Contractor fails to immediately correct such unsafe conditions, the City may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop/suspend the work shall not give rise to any duty on the part of the City to exercise this right.

The Contractor waives the right to bring claim for damages against the City or Engineer for the correction of unsafe conditions or work stoppages in connection with the Contractor's Safety, Health, and Accident Prevention Program or such program of another contractor. If such a claim against the City or Engineer is brought by a third party, the Contractor shall indemnify and defend the City or Engineer against such claim. The Contractor shall submit to City of Hastings a current copy of the company safety manual before starting work.

**1.707 Claims for Labor and Materials.** The Contractor shall indemnify and save harmless the City from all claims for labor and materials furnished under this contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, items, or corporation who have done work or furnished materials under this contract, for which the City may have become liable under the laws of the State, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

**1.708 Contractor's Insurance Coverage.** The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

**1.708.1 Certificates of Insurance.** Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the City. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies

which are rated “A, X” or better by Best’s Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the City.

**1.708.2 Additional Insureds.** Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

**1.708.3 Waiver of Subrogation.** The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City their partners, directors, officers, agents, and employees.

**1.708.4 Workers' Compensation and Employer's Liability Insurance.** The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

**1.708.5 General Liability Insurance.** This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor’s and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” under the liability policy. If applicable, this policy shall also be endorsed to include railroad protective with limits no less than replacement cost of the value of any real property covered under any rail agreement entered into by the City. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Limits of Insurance shall be as follows:



\$1,000,000 for a general aggregate limit of general comprehensive liability, including products and completed operations.

Bodily injury insurance (including death) in an amount of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person and subject to the same limit for each person in a total amount of not less than \$1,000,000 on account of any one accident.

Property damage insurance in an amount of not less than \$1,000,000 for all damages to or destruction of property in any one accident and subject to that limit per accident; further subject to a total of not less than \$1,000,000 for all damages to or destruction of property during the policy period.

The asbestos hazard insurance policy or policies as required above shall name the building owner.

The asbestos hazard insurance policy or policies as required above shall name the building owner and the building owner's Representative as joint insureds and using a cross-liability endorsement, protect the building owner, the building owner's Representative and the Contractor from all asbestos hazard claims whether resulting from the operations of the Contractor or by the Subcontractor or by anyone directly or indirectly employed by either of them.

**1.709 Indemnification.** To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the City, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of their sub-contractors.

**1.710 Contractor's Responsibility for Utility Property and Services.** At points where the Contractor's operations are adjacent to properties of railway, telephone and power companies, or are adjacent to other property, to which damage might result, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the City on any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in the restoration of service as promptly as possible.

In no case shall interruption to water service be allowed to exist outside of working hours. Fire hydrants shall be kept accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

The Contractor must cooperate with the utility companies and schedule his work in such a manner as to protect the existing utility facilities until the facilities are abandoned or replacement facilities are completed. In instances where partial grading is necessary before a utility can install its facilities, the Contractor shall consult with the utility and plan the work so that reasonable time can be allowed the utility for completing its work.

Contractor shall exercise particular care at all times to avoid damage to any of City of Hastings system or other facilities and equipment located at or near the scene of any part of the work, especially such facilities as may be in operation. Any costs for potholing prior to boring are considered subsidiary to the bid.

Contractor specifically acknowledges that it shall be responsible and liable to City of Hastings for all injury or damage to any such existing and operating facilities, including loss of gas or product and all repairs necessitated by any act or omission, resulting in such damages, on the part of the Contractor, his agents or employees, or any subcontractor or subcontractor's agents of employees.

Contractor shall also exercise particular care at all times to avoid damage to underground structures and lines, and specifically recognizes that it shall be held responsible for any injury or damage to unmarked or unidentified underground structures or pipelines, done by Contractor's personnel, or any subcontractor's personnel in connection with performance of the work hereunder.

Please note before beginning any excavation, the Contractor shall be responsible for contacting Diggers Hotline at 1-800-331-5666 or call 811.

**1.711 No Waiver of Legal Rights.** The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or

certificate is untrue or is incorrectly made, nor that the work or materials do not, in fact, conform to the contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City, nor any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

**1.712 Warranty of Title.** No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed, or placed thereon, by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defect or impair the right of persons furnishing materials or labor under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**1.713 Jurisdiction.** Any action in court against the Contractor or sureties on his bond, because of damages to property or individual by said Contractor, or his workmen, or because of the violation of any provision of the specifications, or on account of the failure of the Contractor to fully comply with this provision, shall be brought in the District Court of the State of Nebraska in and for Adams County.

**1.714 Care of Work.**

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation

claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 1.404 hereof.

- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or connected with the demolition and/or site clearance of the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property City, public & private utility companies, or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and from all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **SECTION 1-8 - EXECUTION AND PROGRESS**

**1.801 Subletting or Assigning or Contract.** The Contractor will not be permitted to sublet, assign, sell, transfer or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein; or to either legally or equitably assign any of the money payable under his contract, or his claim thereto, without the written consent of his surety and the Engineer. The Contractor will not be relieved of any responsibility through any of the above actions.

- a. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- b. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the City.

**1.802 Execution of Work.** The proposal for each project will show the project period. The progress of the work shall be at a rate sufficient to complete the project within the project period. If it appears that the rate of progress is such that the project will not be completed within the project period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as it considers necessary to complete the project within the period of time specified, or execute the work in a satisfactory manner.

**1.803 Limitation of Operations.** The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic. He shall have due regard to the location of detours and to the provisions for handling traffic. He shall not open up work to the prejudice of work already started, and the Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional section. The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage shall be in effect at all times.



**1.804 Methods and Equipment.** The methods, equipment and appliances used shall produce a satisfactory quality of work, and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other streets will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the contract work in conformity with the requirements of the contract.

**1.805 Temporary Suspension of Work.** Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer pending settlement or disputes arising out of failure of the Contractor to comply with the provisions of the contract. Written notice of suspension of work shall be given by the Engineer. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer. Promptly after such written notice, the Contractor shall resume prosecution of the work as provided in Article 1.802.

**1.806 Liquidated Damages** – Not Applicable.

**1.807 Extension of Project Period or Contract Completion Date.** An extension of the project period or contract completion date may be granted only in writing by the City for any of the following reasons:

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's judgment would justify such extension.

No extension of project period or contract completion date will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than twenty percent (20%) of the contract quantities unless approved by the Engineer.

**1.808 Abrogation.** If the Contractor abandons the work under this contract, sublets it or assigns it without the consent of the city, or if he fails to give his personal attention to it, or if it is the Engineer's opinion that he has unnecessarily or unreasonably delays or neglected the work or any part of it, written notice to that effect is to be given to the Contractor by the Engineer. After such notice, no materials or equipment shall be removed from the work. If, within five (5) days thereafter, the Contractor does not take steps which, in the judgment of the Engineer, will insure the satisfactory completion of the work, then the City may declare this contract null and void and the security forfeited and may notify the Contractor in written to discontinue the work or any part of it; thereupon ceases the Contractor's right or possession of the ground and of all materials and equipment thereon. The City then, at its option, may enter upon and take possession of the work with all material, supplies, and equipment remaining thereon and by contract or otherwise, as the City may determine, may complete the work or the part of it designated, and charge the expense thereof to the Contractor using any materials or equipment found on the site. The expense so charged, together with all damages incurred, will be deducted from any funds due to become due under this contract, and should the unexpended

balance of these funds be insufficient, the excess shall be at the cost of the Contractor and the sureties on the Contractor's bond. Neither completion of a part of the work nor the extension for any reason of the time of the completion of the work is to be considered a waiver of this right to abrogate the contract for abandonment, delay or unsatisfactory work.

**1.809 Termination of Contractor's Responsibility.** The contract shall be considered completed when the work has been accepted in writing by the City. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in his bond.

**1.810 Assignment or Novation.** The Contractor shall not assign or transfer, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**1.811 Disputes.**

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

**SECTION 1-9 - MEASUREMENT AND PAYMENT**

**1.901 Payments.** The City, at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such

payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

The City will retain five percent (5%) of the total contract amount for all work completed for the total project costs including change orders.

Payment of the retainage will be made within forty (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work. Substantial completion will include water mains passing biological testing and placed into service. Sewer mains shall pass pressure testing and be televised with receipt of the inspection report.

The bid proposal price sheets include any and all work for each project. Any requirement shown in the drawings, but not listed separately in the proposal price sheets, are considered subsidiary to the work. This includes but is not limited to abandonments of existing utilities and any potholing required for utility locates prior to boring.

**1.902 Payments Withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make payments properly to subcontractors for material or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Damage to another Contractor.
6. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**1.903 Acceptance, Final Payment, and Release of Liability.** If final inspection reveals that all details of the work have been completed to his satisfaction, the Engineer shall tentatively accept the work, in writing, relieving the Contractor of further responsibility for the care and maintenance of the completed work and, provided that all equipment and materials have been removed from the right-of-way, shall also relieve the Contractor of further public liability. As soon as possible after tentative acceptance of the work, the Engineer shall measure the completed work and compute the quantities of work for which payment is to be made. Before final settlement is made, the City shall be satisfied with the completed work. When the Engineer is satisfied that all items of the work have been found to be consistent with the terms of the contract and specifications, a final estimate, including the retained percentage due the Contractor, shall be released for payment. Release of the final estimate shall constitute formal acceptance of the work. Acceptance by the Contractor of the

final payment shall constitute release of the City and each of its officers and agents from any additional claim or liability hereunder for any act or negligence of the City or of any other person.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

**1.904 Payment for Extra Work.** The Contractor will receive and accept payment for work performed under this contract as follows:

- a. Work Performed as Stipulated in the Contract. For all items of work performed which are covered by definite unit prices or lump sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract.
- b. Extra Work. Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for at an agreed price. For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This agreement shall describe the extra work that is to be done and shall specify the agreed price or prices therefore.

## SECTION 2 SPECIAL CONDITIONS

### SECTION 2-0 - GENERAL

**2.001 General Provisions.** The general conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provisions of the General Provisions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Provisions shall have no meaning to the contract and shall be disregarded.

**2.002 Liquidated Damages.** If required will be coordinated with the City of Hastings Street Department.

**2.003 Maintenance of Traffic.** If required will be coordinated with the City of Hastings Street Department.

**2.004 Provisions for Traffic Control and/or Barricading.** – Not Applicable.

**2.005 Street Closing.** If required will be coordinated with the City of Hastings Street Department.

**2.006 Dust Control.** – Not Applicable.

**2.007 Removal of Trees, Hedges, Shrubs, and/or Fences.** – Not Applicable.

**2.008 Shutdown, Valve Operation.** Shutdowns will be made only by City of Hastings Department personnel. In the event that an emergency condition warrants, the Contractor shall take direct action to make shutdown but must notify City of Hastings immediately and remain on worksite to demonstrate what has taken place to City of Hastings personnel.

All shutdowns, unless emergency, will be scheduled in advance and shall be the responsibility of the Contractor to notify residences and/or businesses effected and give estimated time of return of service.

**2.009 Backfill.** – Not Applicable.

**2.010 Reseeding Lawns & Terraces (Bluegrass Reseed).** – Not Applicable.

**2.010A Reseeding State Highway Right-of-Way.** – Not Applicable.

**2.010B Reseeding County Right-of-Way.** – Not Applicable.

**2.010C Mulch.** – Not Applicable.

**2.010D Cover Crop.** – Not Applicable.

**2.010E. Sodding.** – Not Applicable.

**2.010F Seeding & Sodding Summary:** - Not Applicable.

**2.010G Crop Ground Tillage.** – Not Applicable.

## SECTION 2 SPECIAL CONDITIONS

**2.010H Fertilizer.** – Not Applicable.

**2.011 Permits.** The Contractor shall obtain all applicable permits for the project.

**2.012 Working Hours.** Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

**2.013 Removal and Replacement of Property Stakes.** – Not Applicable.

**2.014 Concrete.** – Not Applicable.

**2.015 Asphalt Concrete Paving, Patching.** – Not Applicable.

**2.016 Gravel, Rock Replacement.** – Not Applicable.

**2.017 Removal of Existing Materials.** Contractor shall remove all called for materials with care as not to ruin or damage material for further use. Any material required to be removed for reuse and has been damaged by careless and negligent action on part of Contractor, shall constitute cause for replacement or payment by Contractor. Inspection of said material for reuse shall be made at sole discretion of City of Hastings inspector.

**2.018 Existing Sprinkler Systems.** – Not Applicable.

**2.019 Appearance of Construction Area and Storage Site.** Contractor will be required to keep the construction area in a neat and orderly fashion that would be considered reasonable in regard to work being completed.

Where Contractor will have a storage site for materials, equipment, etc., on property owned by City, it shall be kept in a neat and orderly manner, free from debris, accumulation of unused materials, etc. Any area used for storage, etc., shall be properly served from the public by temporary fencing if not within a fenced area.

Debris from job site must be removed same day as taken from street, yard, etc. Piling up of these materials will not be allowed on site.

**2.020 Construction Progress Meetings.** Construction progress meetings will be held at a predetermined time each week, time to be chosen at the preconstruction conference. City of Hastings will have in attendance Project Engineer and Inspector. Contractor shall have Project Superintendent and job foreman present.

**2.021 Public Information Meeting.** – Not applicable.

**2.022 Filming Job Site Before Construction.** Not applicable.

## SECTION 2 SPECIAL CONDITIONS

**2.023 Contractor – Multiple Work Location.** – Not applicable.

**2.024 Final Cleaning Up.** Upon completion of the work and before acceptance and final payment, the Contractor shall clean all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment; all parts of the work shall be left in a neat and presentable condition.

**2.025 Preconstruction Conference.** A preconstruction conference will be held at City of Hastings offices with the contractor, owner, superintendent, and job foreman prior to construction and all other city, county, state, and other necessary agencies will be notified of this meeting also.

Contractor shall submit to City a detailed construction progress schedule prior to preconstruction meeting.

A preconstruction conference shall be arranged between the Director of Engineering and the Contractor prior to beginning construction. At this meeting the following items shall be addressed.

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.
- b. Availability of land. The site and use of adjacent land shall be reviewed.
- c. Project Engineer. The project engineer will be assigned by the Director of Engineering. The Contractor shall designate a construction foreman that will be responsible for communication with the project engineer.
- d. Change orders. Procedures for implementing change orders shall be reviewed.
- e. Tests and inspection. As described within these documents the Contractor shall perform all necessary tests and inspections. Any documented results shall be submitted to the project engineer. At all times the project engineer shall be allowed to inspect the work being performed.
- f. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.
- g. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and his representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.
- h. Site security. The contractor shall erect a construction barrier around the active areas of the project site. The barrier shall consist of a temporary fence with appropriate warning signs.
- i. Shop drawings, submittals. See section 3 for required list of submittals.
- j. Pipe Cleaning Video: - Not Applicable.

**2.026 Customer Relations.** Contractor shall exert all reasonable efforts to maintain good will for the benefit of City of Hastings and City with the landowners tenants, and lessees along the right-of-way and with the general public. The Contractor will not be allowed to start construction until he has adequate manpower and material to allow the job to progress smoothly and be complete in a reasonable amount of time. City of Hastings will have the authority to remove workers from the job site who exhibit horseplay and foul language to the public.

## SECTION 2 SPECIAL CONDITIONS

2.027 **Hard Surface Replacement.** – Not Applicable.

2.028 **Relaying Driveway Culvert Pipe.** – Not Applicable.

2.029 **Operations of the Contractor.** – Not Applicable.

2.030 **Barbed Wire & Livestock Fencing.** Not applicable to this project.

2.031 **Covid-19 Requirements.** The Contractor shall follow DHSS and CDC requirements. Home-Isolation shall be per Quarantine and Isolation Directions such as if the Contractor has fever of 100.4 F or above, or sudden onset of a cough or sudden onset of shortness of breath or other COVID-19 related symptoms, or has been exposed to COVID-19 positive tested person, or other requirements. Wear facemask or face shield and follow social distancing as recommended by local health district.

2.032 **General Public Safety.** – Not Applicable.



## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

### **SECTION 3-1 SCOPE OF WORK**

Work for this contract includes the furnishing of all labor, equipment, materials, and transportation necessary for the proper and safe removal, handling, disposal of asbestos containing/contaminated materials (ACM), mold containing/damaged materials and/or mold remediation. The work project is located within Hastings City Hall building (City Hall) located at 220 N. Hastings Avenue, Hastings, NE.

The Contractor is responsible for all asbestos containing/contaminated materials (ACM) associated with the project. Efforts have been made to identify all sources of ACM. In the event Contractor locates additional ACM the Contractor shall expeditiously notify owner to determine extent of additional removal. If additional suspect ACM is located the Owner's Representative will secure bulk samples to be analyzed by an approved laboratory. Any additional areas identified as ACM (friable and non-friable) shall be approved for removal by Owner or Owner's Representative. The Contractor shall receive written approval from the Owner or Owner's Representative prior to proceeding with any additional work.

The Contractor is responsible for removing wallpaper, wall paneling, carpet and other soft surface coverings within City Hall building as noted within these contract documents. This work is required to identify potential areas of mold and mold damage. In the event Contractor locates additional mold or mold damage the Contractor shall expeditiously notify owner to determine extent of substrate removal or mold remediation.

Additional work as described in these contract documents includes the cleaning and removal of remaining furniture, shelving units, office files and cabinets, city records and other salvaged items. The City of Hastings (Owner) shall provide appropriate storage Conex or equivalent containers to store salvaged items. Once all items are stored in appropriate containers the Owner shall secure the containers and remove from site.

### **SECTION 3-2 PROJECT PHOTOS AND DRAWINGS**

Located at the end of this section is Appendix A. Appendix A, provides photos and instructions on the required work to be completed. The Contractor shall check and verify all locations of work to be completed including conditions of the building materials, access to the work, extent of the work and all utilities including electrical, plumbing and communication. Note that not all locations having ACM have an associated photo. Please coordinate all ACM removal with the photos and ACM Summary reports as provided in Appendix B.

### **SECTION 3-3 PROJECT ASBESTOS SURVEY**

Located at the end of the section is Appendix B. Appendix B, provides a copy of the Quad-C Consulting Asbestos Site Assessment for City Hall. This report provides additional details on the location of ACM found in City Hall

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

### **SECTION 3-4 NEBRASKA REQUIREMENTS**

Only the bids of contractors qualified to do business in the State of Nebraska will be considered; as required by Nebraska State Statutes and amendments thereto. Bidder shall be licensed and certified to remove and abate ACM. The Bidder shall also be licensed and certified to remove and abate mold infested building materials.

### **SECTION 3-5 REQUIRED NOTIFICATIONS**

Send Written Notification as required by USEPA National Emission Standards for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contacts at least 10 days prior to beginning any work on asbestos containing materials. All applicable notifications to federal, state, and local agencies shall identify the project as a “renovation” project. Send notification to the following addresses:

**Nebraska Department of Environment and Energy**  
**245 Fallbrook Blvd.**  
**PO Box 98922**  
**Lincoln, Nebraska 68521**  
**(402) 471-2186**

### **SECTION 3-6 OWNERS PROJECT REPRESENTATIVE**

The Owner or Owners Representative shall be authorized to call the attention of the Contractor to any failure of the work or materials to conform to the provisions of the contract. The Owner or Owners Representative shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Owner or Owners Representative. This includes any all safety issues. Costs associated with suspension of work, including but not limited to the Owner’s Representative, and the Contractor shall be borne by the Contractor. Contractor is responsible for any additional costs for re-inspections of failed work areas.

Selected city staff are Nebraska Asbestos Supervisor Certified and will be on site to inspect the work along with the Owner’s Representative. City Staff will assist in identifying ACM and Mold. The certified city staff will also provide assistance with lock out / tag out.

All regulatory waivers must be approved in advance by the Owner and Owner’s representative.

### **SECTION 3-7 PROJECT SUBMITTALS**

The Contractor shall submit data on the following items specified herein **prior** to start of work regardless of the nature of the work. Work shall not commence until the Owner or Owner’s Representative has received submittals for approval. No monetary compensation will be allowed for down time resulting from noncompliance with this Section.

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

1. State and Local Notifications and Responses;
2. Nebraska Asbestos Business Entity Licenses and Certificates;
3. Construction Schedule with starting and completion dates of the project;
4. Asbestos Worker and Supervisor Training Certificates in accordance with OSHA Standard 29 CFR 1926.1101;
5. Acknowledgement that all Medical Examinations and Fit Tests are current;
6. Contingency Plan, Emergency Plans, and Emergency Numbers;
7. Name and address of the disposal site where the asbestos waste material will be deposited;
8. All Asbestos disposal receipts and manifests;
9. Nature of the planned removal methods to be used, including the work practices to be followed, containment, clean-up procedures, air monitoring, and worker protection measures that are proposed;
10. Project notification and amended notifications;
11. Supervisor logs including containment entry logs;

All notifications and submittals shall contain the following information:

1. Name and address of the Contractor
2. Name and address of the Owner and facility at which the activities will be carried out;

### **SECTION 3-7 PRE-BID MEETING AND EXAMINATION OF SITE**

It is required that all bidders attend a pre-bid conference meeting to be organized by the Owner or Owners Representative to be considered a qualified bidder. In the event a bidder is unable to attend the pre-bid meeting the Owner will attempt to provide an alternative date to inspect the facilities. The availability of staff cannot be guaranteed hence, every effort shall be made by the bidder to attend the pre-bid meeting.

**Pre-bid meeting will be held on October 2, 2023, at the City Hall Building, 220 N Hastings Ave. Participants will meet at the northeast corner of the building prior to the meeting.**

The site is a secure location and requires escorted entry into and throughout the building. The building is still being used to store city equipment and city records. Security Cameras are in use and will remain in use as long as conditions warrant.

### **SECTION 3-8 LOCAL CONDITIONS AFFECTING WORK**

Each bidder shall visit the site of the work and complete an in-depth site investigation to completely inform oneself relative to construction hazards and procedures, labor and all other

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures, facilities, utilities, etc. and the availability and cost of labor, facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no financial or schedule adjustment for lack of such prior information.

Please note the deterioration of the tunnel below the parking lot located adjacent to the east side of the City Hall building. This tunnel will not support vehicle or equipment traffic.

### **SECTION 3-9 CONTRACTOR USE OF PUBLIC PARKING AREAS**

The Contractor will be allowed to use the city parking lot located north of the City Hall building. Prior to parking of vehicles and/or storage equipment in this lot the Owner shall barricade the appropriate stalls to be used by the Contractor. The eastern most stalls shall remain open for use of the public to access the City Library. The contractor shall keep his vehicles and equipment in an organized manner. The entrance and exits to this public parking lot shall remain open and accessible to the public.

The Contractor will also be allowed to use the city parking lot located along the east side of the City Hall building.

The parking area located along the south side of the City Hall building shall be retained for use by the Owner, Owner's representative, and the public.

### **SECTION 3-10 CLEANING UP AND SITE MANAGEMENT**

The Contractor shall keep the site and laydown areas clean and free of debris, spills and trash.

On completion of the work, the Contractor shall remove from the building site all construction materials and rubbish resulting from his work.

### **SECTION 3-11 OCCUPANCY AND SITE SECURITY**

City Hall will be empty of all staff and maintenance personnel for the duration of the work except for those individuals that have certification to enter an asbestos work site. Once the Contractor is mobilized on site the site security will be the responsibility of the contractor.

The Contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss. The Contractor shall cooperate with the Owner regarding all security measures instituted at the jobsite.

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

The electric service to City Hall will be disconnected and contractor shall provide lock out / tag out. Once the project is completed and the building can be entered the contractor shall remove his lock out / tag out.

### **SECTION 3-12 PROTECTION OF CITY PROPERTY**

Contractor shall exercise particular care at all times to avoid damage to any of City of Hastings facility and equipment located at or adjacent to the work being performed. Contractor specifically acknowledges that they shall be responsible and liable to City of Hastings for all injury or damage to any such existing and operating facilities, and all repairs necessitated by any act or omission, resulting in such damages, on the part of the Contractor, his agents or employees, or any subcontractor or subcontractor's agents of employees.

Special attention shall be provided to protecting all signage, fire extinguishers, wall coverings and other items to be left in place.

### **SECTION 3-13 ADJOINING PREMISES**

The Contractor shall take precautions and use extreme care to avoid damage to any of the adjacent facilities, buildings and utilities and carry out any necessary temporary and/or permanent repairs for which he is legally liable. City Hall is located in an area accessed by the public and due care shall be made to limit the access of adjacent properties. This shall include any interruption in traffic. If traffic is needed to be halt to allow equipment to be staged a traffic signal/signage plan and schedule shall be submitted to the Hastings Street Department for approval.

### **SECTION 3-14 CONTRACTOR SAFETY PLAN**

Contractor shall provide for the safety of its employees, Owner's Personnel and Owner's Representative entering the work site. The Contractor shall provide oversight on use of required PPE, decontamination procedures and other work site safety. Contractor shall provide for all disposal PPE required to enter the work site. Respirators and filters for entrance to the work site by the Owner and Owner's Representative will be the responsibility of the Owner. The Contractor shall properly demark the work area to notifying and restrict public access.

### **SECTION 3-15 ASBESTOS DISPOSAL**

Contractor shall dispose of all asbestos containing and/or contaminated material in an EPA approved landfill in Nebraska. The Contractor will pay for the special waste permit as required by the Landfill. The Owner's asbestos containing material shall not be mixed with asbestos containing/contaminated waste generated by other entities. Manifests must reflect only material which was abated from the site. Products used for abatement are to be landfill approved with the Nebraska Department of Environment and Energy.

### **SECTION 3-16 FINAL PAYMENT**

Final payment will be held until all work is complete and required submittals are delivered to

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

Owners and/or Owner's Representative. Substantial completion for asbestos removal is deemed once final air clearances have passed and/or a final inspection of site has been performed, if necessary. Payment of Substantial completion will be 95% of the final contract amount. The remaining 5% retainage of the final contract amount will be paid once all reports, certifications, manifests and other documents are received. Monthly progress payments on the work will be provided.

### **SECTION 3-19 BEGINNING, PROGRESS, AND COMPLETION OF THE WORK.**

The time of completion is a basic consideration of this Contract. Unless otherwise specified in these contract documents or advised by written order of the Owner, the Contractor shall begin work within 10 days after the date of contract. The work shall proceed to completion in accordance with the specified schedule, subject to adjustment as provided in these contract documents.

If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the Owner.

### **SECTION 3-17 APPLICABLE PUBLICATIONS:**

The publications listed below form a part of this section to the extent that these publications are to be complied with. The publications are referred to in the text by basic designation only.

A. TITLE 29, CODE OF FEDERAL REGULATIONS, US DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY, AND HEALTH ADMINISTRATION (OSHA) STANDARDS. Part 1910.20 Access to Employee Exposure and Medical Records, Part 1910.95 Occupational Noise Exposure, Part 1910.13 Respiratory Protection, Part 1926.1101 Asbestos, Part 1910.12 Hazard Communication.

B. TITLE 40, CODE OF FEDERAL REGULATIONS, U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) STANDARDS. Part 61, National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule, and Part 763 Asbestos Containing Materials; Final Rule and Notice.

C. TITLE 49, CODE OF FEDERAL REGULATIONS, U.S. DEPARTMENT OF TRANSPORTATION (DOT) STANDARDS. Part 171 Hazardous Substances Part 172, Hazardous Materials; Final Rule and Part 173, Shippers - General Requirements for Subpart M Shipments and Packaging.

D. APPLICABLE STATE ORDINANCES AND CODES.

E. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) STANDARDS. Z9.2-1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems.

F. NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH) PUBLICATION. Manual of Analytical Methods, 3rd Ed., Vol. 1 and 2.

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

G. UNDERWRITERS LABORATORIES INC. (UL) PUBLICATION. 586-77 (R-1982) Test Performance of High Efficiency Particulate Air Filter Units.

### **SECTION 3-18 AIR MONITORING**

All OSHA required personnel air monitoring shall be performed by a third party at the Contractor's expense.

Air monitoring results shall be reported within 24 hours after the completion of a sampling period with written results to be submitted within 5 working days. Test results shall indicate each sample's pump serial number, 8-hour time weighted average (TWA) fiber count, pump start time, pump stop time, date, pump flow rate, and exact location of where the sample was taken.

Fiber counts shall be calculated for an 8-hour time weighted average (TWA) only for personal air monitoring not for area samples. The Contractor shall maintain results of air monitoring for 30 years in accordance with OSHA Standard 29 CFR 1926.1101. Test results shall include the names and signatures of the person(s) performing the air monitoring and the analyst who conducted the sample analysis.

Check to see that negative pressure is being maintained at the start of each day of operation. Pressure Differential shall be continuously monitored and recorded throughout the duration of the asbestos abatement project. Monitoring records shall be signed by the Project Supervisor and submitted to Owner or Owners Representative at the beginning of the next working day in which the monitoring was conducted. The Contractor shall hold harmless the Owner or Owners Representative for any patent infringements and damages resulting from the Contractors use of the Negative Pressure System.

### **SECTION 3-18 CLEANING AND SALAVGE OF EQUIPMENT AND STORED MATERIALS**

When noted within these contract documents, the Contractor shall carefully clean and remove equipment, fixtures, stored materials and other items deemed to be salvaged. These items shall be placed and stored in the Conex(s) provided by the Owner. Equipment that is connected to electric service and/or communication systems shall be properly locked out of service (lock out/tag out). All items placed into Conex shall be properly secured to allow for loading and transportation to a new location of the Conex without damage to the contents.

### **SECTION 3-19 DISPOSAL AND SALVAGE OF BUILDING FIXTURES AND EQUIPMENT**

When noted within these contract documents equipment, fixtures, wall coverings, and other items located within City Hall to be salvaged shall be carefully removed, cleaned and stored at a location agreed upon by Contractor and Owner.

All light fixtures, media equipment, cameras and other devices that are required to be removed and salvaged shall be done with care so that each item can be reused.

Those items noted as disposal shall be removed from City Hall and properly disposed. When

## **SECTION 3 ASBESTOS AND MOLD REMOVAL AND REMEDEATION**

appropriate items that can be recycled shall be sent to recycling.

Removal of items connected to electric and communication services shall be disconnected at existing junction box or terminals. All exposed wires shall be capped and tapped to prevent accidental electrocution. All junction box covers shall be replaced once the terminals have been properly secured.

### **SECTION 3-20 ALTERNATE BID FOR CARPET REMOVAL**

The alternate bid item for carpet removal includes all carpet on first floor and second floor of the City Hall building. Carpet in the basement of City Hall is subsidiary to the ACM and VFT removal within the basement.

The carpet removal includes removal of all tack strips and any other nails or fasteners. The carpet shall be properly removed and disposed.

### **SECTION 3-21 BID FOR REMOVAL AND SALVAGE OF FINANCIAL RECORDS**

The Contractor shall remove, clean, salvage and place into Owner supplied Conex all financial records located in the bank vault located in the northwest corner of the basement. This work shall be coordinated with the Owner to insure the items placed into the Conex are secured until the Owner takes possession of the Conex. This work is a lump sum price to include all labor, materials, and security to complete the work. Additional salvage of building items is noted within these contract documents and shall be consider subsidiary of the associated work item and not paid directly for salvage work.





Photo B1 - Looking south from within the southwest corner of the basement.  
Remove mold and abate surface.



Photo B2 - Looking south from near the southwest corner of the basement.  
Remove mold and abate surface.



Photo B3 - Looking East near the kitchen area of the basement.  
Remove and dispose of ACM ceiling texture. Remove and dispose of all light fixtures required to properly remove ACM. Remove and dispose wall paneling and trim as required to abate ACM.



Photo B4 - Looking south near the north side of the kitchen area located in the basement. Remove ACM ceiling texture. Remove and dispose of all light fixtures required to properly remove ACM. Remove and dispose wall paneling and trim as required to abate ACM abutting wall paneling



Photo B5 - Looking north towards the outside basement wall northwest of the basement kitchen area.  
Remove and abate all mold. Remove surface of soft concrete areas that cannot be properly abated for mold.



Photo B6 - Looking south towards the outside basement wall in main area of the basement.  
Remove and dispose of all carpet wall covering.



Photo B7 - Looking northeast towards the northeast corner of the main basement room.  
Remove and dispose of all carpeting on walls and columns found in basement.



Photo B8 - Looking south into the elevator car.  
Remove and dispose of carpet.





Photo B9 - Looking east near the women's basement bathroom.  
Remove and dispose of ACM vinyl floor tile (VFT) all areas of building. Remove and dispose of baseboard trim, typically of all areas with ACM Floor tile.



Photo B10 - Looking east near the west stairs exit of the basement.  
Remove and dispose of all carpeting in basement. This includes the adjacent Teller / Bank Vault Room.



Photo B11 - Looking south near the west side of the kitchen located in the basement. Remove and dispose light fixtures and vents required to properly remove ACM ceil texture. Remove and dispose paneling and trim as necessary to abate ACM. Typical of all areas with wall paneling.



Photo B12 - Looking south within the main room of the basement.  
Remove and dispose light fixtures and vents required to properly remove ACM. Typical of all ceilings requiring ACM abatement.

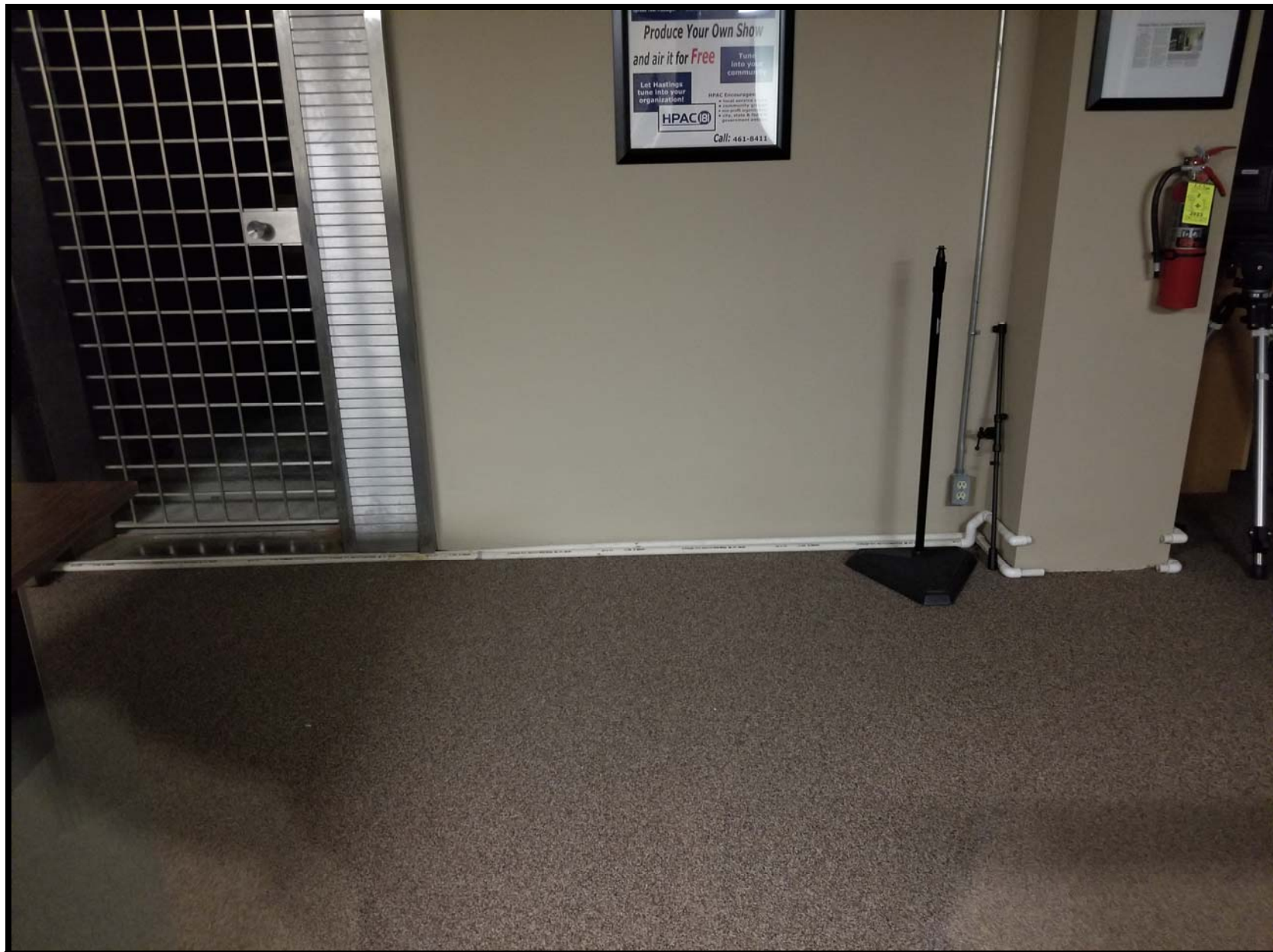


Photo B13 - Looking north into the HPAC room and bank vault.  
Remove and dispose of all carpeting in this area (Teller / Bank Vault Room). Note that bank vault has ACM Ceiling Texture to be removed and disposed.



Photo FF1 – Looking northwest towards security camera located in the west first floor foyer. Additional camera in southeast corner of the foyer. Remove and abate ACM ceiling texture. Remove and salvage security camera to properly remove ACM. Typical all security camera locations required to be removed to abate ACM shall be salvaged.



Photo FF2 - Looking west within the west first floor foyer.

Remove and abate ACM ceiling texture. Remove and dispose of all light fixture required to properly remove ACM. Remove and dispose of speaker assembly required to properly remove ACM.



Photo FF3 - Looking east within the main office area of first floor directly south of the Council Chambers. Remove and abate ACM ceiling texture. Remove and dispose of all light fixtures and / or trim and speakers required to properly remove ACM. If possible salvage wood trim provided it can be removed intact. Remove and salvage crown molding required to properly remove ACM.





Photo FF4 - Looking east within the east end of the main office area of first floor directly south of the north entrance. Remove and abate ACM ceiling texture. Remove and dispose of all light fixtures, speaker assembly and ceiling fan(s) required to properly remove ACM. Remove and dispose of all wallpaper coverings and paneling abutting ACM required to properly remove ACM.



Photo FF5- Looking west from the east end of the council chambers located on first floor. Remove and abate ACM ceiling texture. Remove and dispose of all crown molding ACM, light fixtures, speaker assemblies, air vents and ceiling fans required to properly remove ACM.



Photo FF6- Looking west from the middle of the council chambers located on first floor.

Remove and abate ACM ceiling texture. Remove and salvage of all crown molding required to properly remove ACM. Remove and dispose of light fixtures, speaker assemblies, air vents and ceiling fans required to properly remove ACM. Remove and salvage projector. Protect city seal.



Photo FF6- Looking north from the council chambers.

Remove and salvage all curtains required to abate ACM. Typical of all areas requiring window caulking and ceiling texture removal.

Remove all wallpaper within 4 feet of all exterior windows and inspect for mold. Typical of all exterior windows.



Photo FF6- Looking northwest from the northwest offices on first floor.

Remove and salvage all curtains required to abate ACM. Typical of all areas requiring window caulking and ceiling texture removal.

Remove all wallpaper within 4 feet of all exterior windows and inspect for mold. Typical of all exterior windows.



Photo FF9 - Looking easterly from the northwest offices on first floor.

Remove and dispose of all ceiling fans, light fixtures and / or trim, and speakers required to properly abate ACM. If possible salvage wood trim provided it can be removed intact.



Photo SF1 - Looking south within the east end of the second floor hallway

Remove and abate all ACM ceiling texture. Remove and dispose of all light fixtures and remove and salvage all crown molding required to properly remove ACM. Abate all areas with stains and potential mold.



Photo SF2 - Looking west within the east end of the second floor hallway.

Remove and abate all ACM ceiling texture. Remove and dispose of all light fixture and salvage all crown molding required to properly remove ACM.



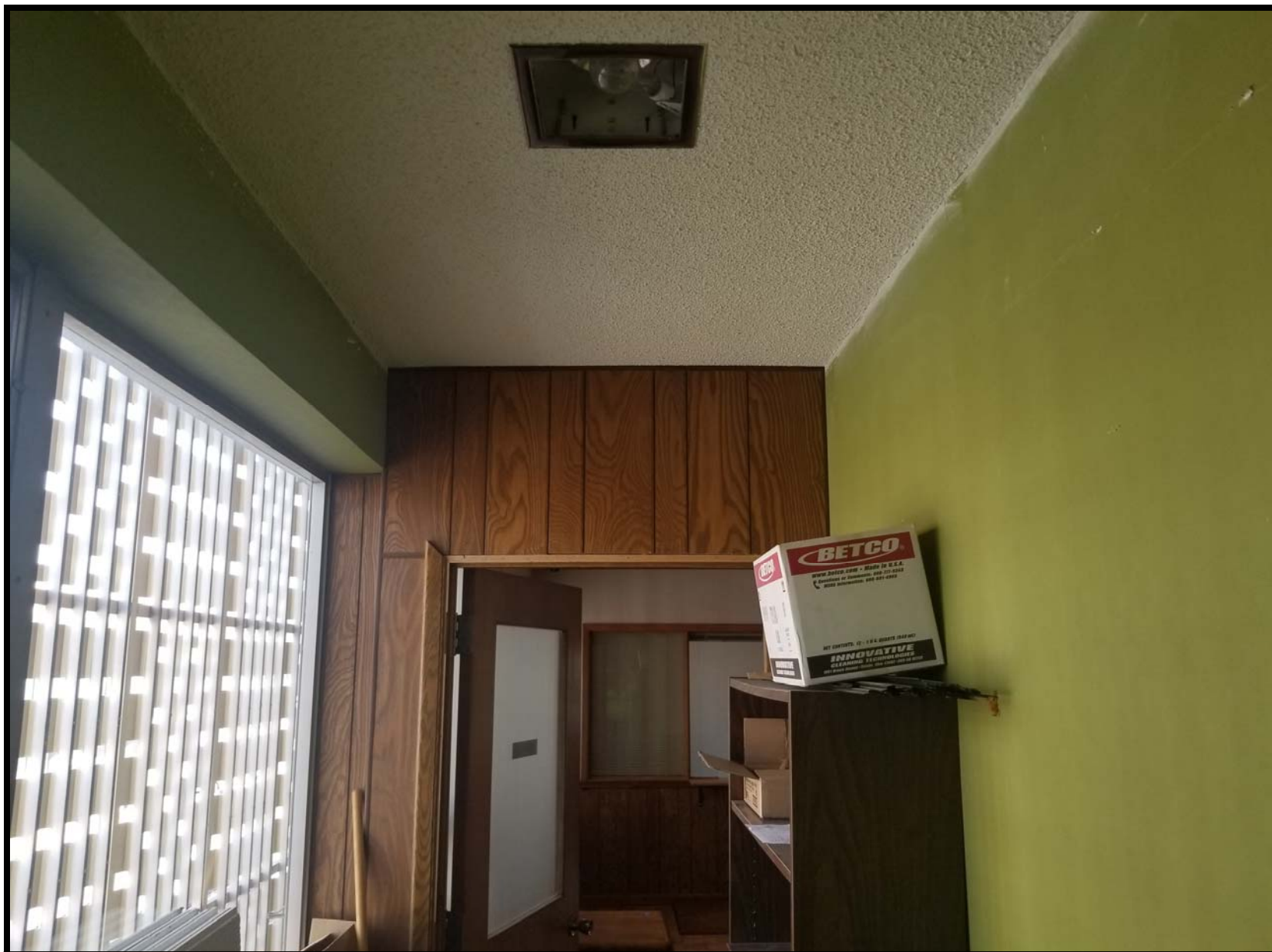


Photo SF3 - Looking north from within storage room east of elevator on second floor.

Remove and abate all ACM ceiling texture. Remove and dispose of wall paneling required to properly ACM removal.



Photo SF4 - Looking west within the main conference room of second floor. Remove and abate all ACM ceiling texture. Remove and dispose of all light fixtures required to properly remove ACM. Remove and salvage projector and screen. Remove and salvage wood molding required to properly remove ACM. Remove and dispose or reset electric service boxes to properly remove ACM.



Photo SF5 - Looking northerly within the office located on the northeast end of second floor. And Remove and abate all ACM ceiling and wall texture. Remove and dispose of all light fixtures required to properly remove ACM. Remove and salvage all wall molding required to remove ACM. Remove and abate all mold found on ceiling and wall substrate.



Photo SF6 - Looking north within the office located on the northeast end of second floor. (2 of 2 rooms)  
Remove and abate all ACM ceiling and texture. Remove and dispose of all light fixtures required to properly remove ACM. Remove and salvage all wall molding required to remove ACM. Remove and abate all mold found on ceiling and wall substrate.

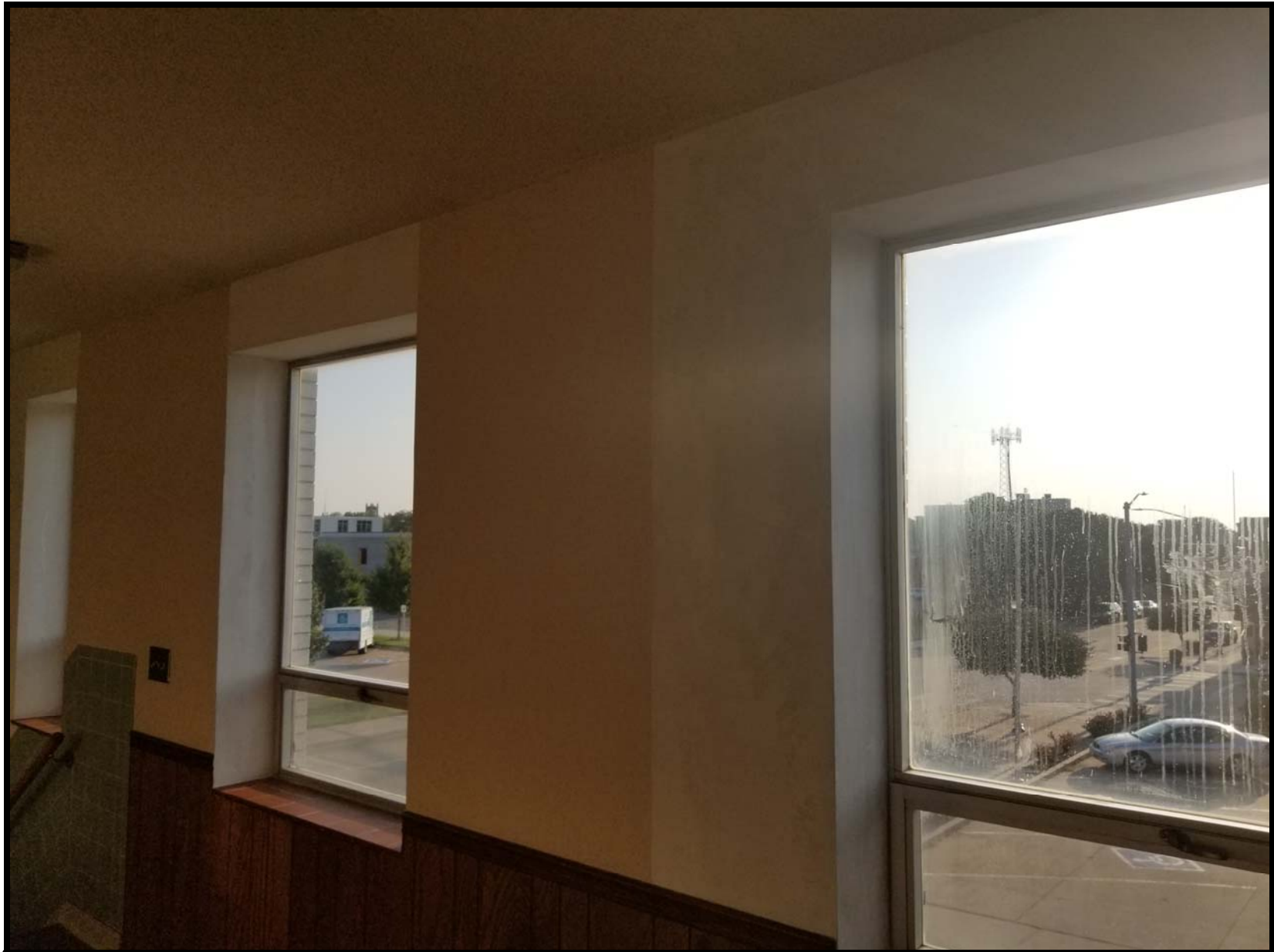
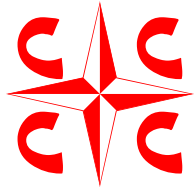


Photo SF7 - Looking northwesterly from the east end of the hallway on second floor.  
Remove all wallpaper from this wall and inspect for mold.



Photo SF8 - Looking northwesterly towards the bottom of a window on second floor.  
Remove all ACM caulking as required and as noted in Quad-C ACM report. Remove and salvage all curtains to properly remove ACM.



**Q**uad-**C** **C**onsulting

---

---

**Hastings City Hall  
220 North Hastings Ave.  
Hastings, Nebraska**

**Suspect Asbestos Sampling  
March and June 2020**

---

---

10612 West Schimmer Drive  
Wood River, NE 68883  
Phone 308-379-7542  
E-Mail [garyhcarson@msn.com](mailto:garyhcarson@msn.com)

---

---

**“QC In Everything We Do”**

# TABLE OF CONTENTS

## **SECTION ONE**

Introduction  
Identification and Methodology

## **SECTION TWO**

Building Spaces

- Bulk Sample Results
  - Sampling Location Schematics
- Photo Log
- Asbestos Containing Materials
  - Quantities
  - Location Schematics

## **SECTION THREE**

Regulatory Overview  
Important Terms

## **SECTION FOUR**

Laboratory Reports  
Certification



# **SECTION ONE**

Introduction

# INTRODUCTION

July 2, 2020

Quad-C Consulting was contracted to collect suspect samples from the Hastings City Hall located at 220 North Hastings Ave., Hastings, Nebraska for the presence of asbestos containing building materials. Gary Carson, Quad-C Consulting, performed the sampling of the facility in March and June 2020. The intent of the sampling was to determine the presence of asbestos in the building. The sampling included visual inspection and bulk sampling of suspect materials for laboratory analysis.

This report has incorporated the results of the March 2020 report dated April 7, 2020 that was exclusively for the basement.

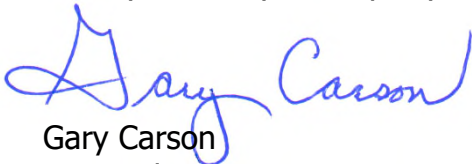
The use of the buildings at the time of the inspection and survey was city administrative offices.

- Section One of this report includes the methodology of asbestos sampling.
- Section Two includes site specific sampling locations, and results.
- Section Three includes regulatory references.
- Section Four includes appropriate certifications.

## Summary

This report presents descriptions of various construction materials and the general locations where these materials were encountered.

This report has been prepared on behalf of and exclusively for the use of City of Hastings, engineers, and contractors associated with the building. Any modifications to this report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party without Quad- C Consulting's prior written consent.



Gary Carson  
Principal  
Quad-C Consulting  
Wood River, NE 68883

## **IDENTIFICATION AND METHODOLOGY**

All bulk samples collected were analyzed in a NVLAP certified laboratory by Polarized Light Microscopy utilizing dispersion staining technique analytical method. The results of all suspect materials sampled and analyzed have been provided in the Section Four of this report.

Determination of random bulk sampling locations was performed in consideration of the United State Environmental Protection Agency AHERA Standards, (Final Rule: Title II of the Toxic Substance Control Act (TSCA), 15 USC, Sections 2641 through 2654 and 40 CFR, Part 763) for collecting random bulk samples.

Each sample taken is based upon the following criteria:

1. The distribution of suspect material throughout the homogeneous area (H.A.).
2. The suspect material's physical characteristics and application.
3. Random sampling patterns determined for each homogeneous area (H.A.).

Suspect materials sampled and analyzed should be considered to be representative of materials in each homogeneous area if:

1. They exhibit similar physical characteristics.
2. The application of the sampled material can be correlated to that of unsampled material.

The EPA considers a material to be asbestos containing only if it contains more than one percent (1%) asbestos. Additionally, the EPA recognizes further analysis by point counting for regulated asbestos-containing materials (RACM) found to contain less than ten percent asbestos by visual area estimation.

Photos of sampling locations are in Section Two after the listing of bulk sample results.

A total of 35 samples were collected; 35 samples with 50 layers were analyzed.

# **SECTION TWO**

Spaces

## BULK SAMPLE RESULTS

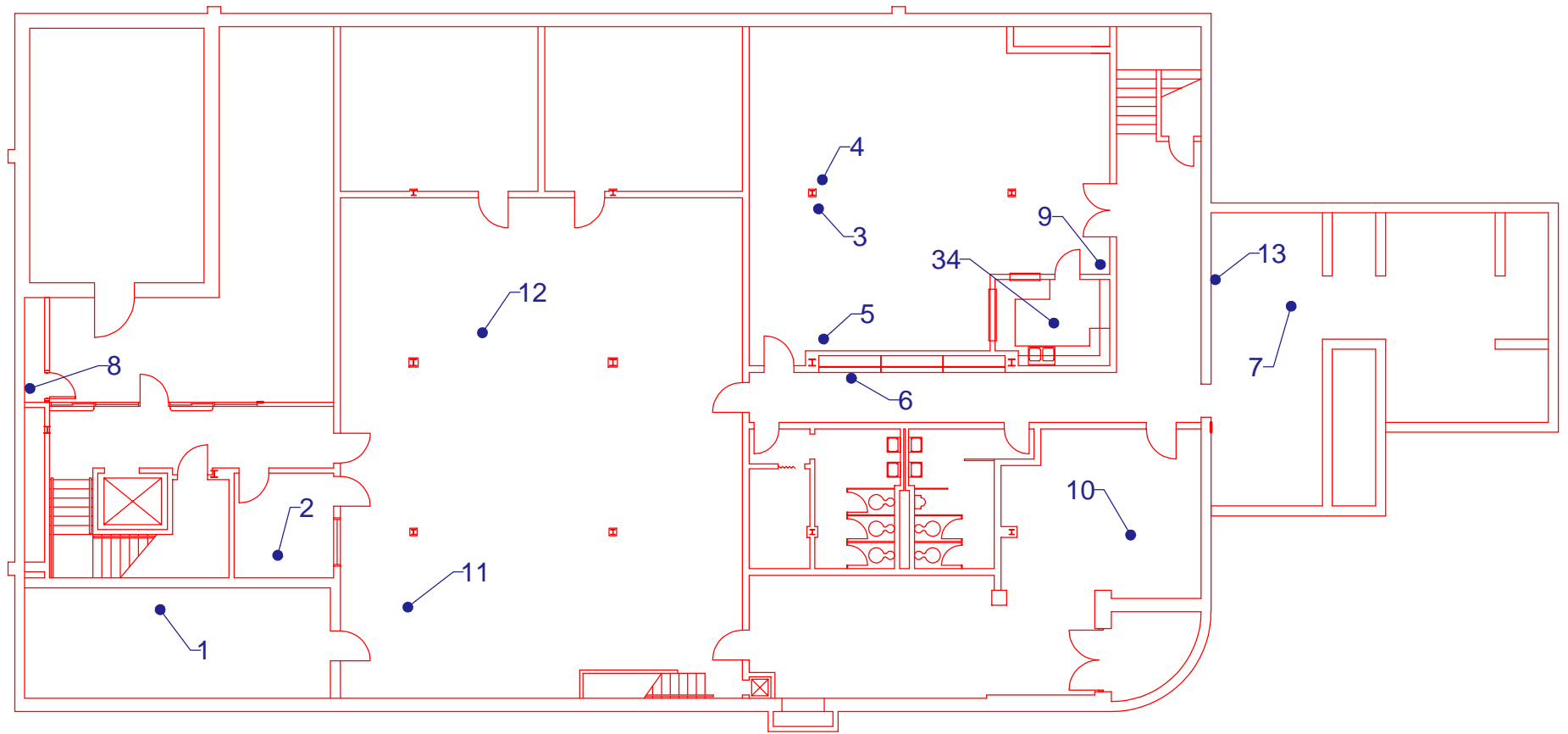
Sample #	Sample Location	Description	Asbestos Content
<b>1</b>	Basement, Southeast Vault	9x9 VFT, Green	<b>PC 4.6% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
<b>2</b>	Basement, Computer Room	12x12 VFT, Cream	<b>None Detected</b>
		Tan Mastic	<b>None Detected</b>
<b>3</b>	Basement, Break Room	9x9 VFT, Light Brown	<b>PC 4.3% Chrysotile</b>
		Black Mastic	<b>PC 0.5% Chrysotile</b>
<b>4</b>	Basement, Break Room	9x9 VFT, Med. Brown	<b>PC 4.0% Chrysotile</b>
		Black Mastic	<b>PC 0.25% Chrysotile</b>
<b>5</b>	Basement, Break Room	9x9 VFT, Black	<b>None Detected</b>
		Black Mastic	<b>PC 1.2% Chrysotile</b>
<b>6</b>	Basement, Hallway	9x9 VFT, Brown	<b>PC 3.3% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
<b>7</b>	Basement, Telephone Room	9x9 VFT, Brown	<b>PC 3.5% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
<b>8</b>	Basement, Public Access Closet	Duct Paper, Grey	<b>60% Chrysotile</b>
<b>9</b>	Basement, Break Room	Textured Ceiling	<b>PC 3.3% Chrysotile</b>
		Plaster Scratch Coat Substrate	<b>None Detected</b>
<b>10</b>	Basement, Mechanical Room	Plaster Scratch Coat Substrate	<b>None Detected</b>
<b>11</b>	Basement, General Storage Room	Textured Ceiling, White/brown	<b>PC 8.7% Chrysotile</b>
<b>12</b>	Basement, General Storage Room	Plaster Scratch Coat Substrate	<b>None Detected</b>
<b>13</b>	Basement, Telephone Room	Mudded Elbow	<b>30% Chrysotile</b>
<b>14</b>	Finance Office	2x4 Suspended Ceiling Panel, White	<b>None Detected</b>
<b>15</b>	Finance Office	Textured Ceiling, White/brown	<b>PC 9.7% Chrysotile</b>
<b>15 (Dup #)</b>	Roof	Vent Flashing	<b>None Detected</b>
<b>16</b>	First Floor – Women's Rest Room	2x2 Ceiling Tile, White	<b>None Detected</b>

Sample #	Sample Location	Description	Asbestos Content
17	First Floor – Women’s Rest Room	Plaster on lath	None Detected
18	First Floor – Vault Storage	9x9 VFT, Gray/Green	PC 8.3% Chrysotile
		Black Mastic	None Detected
19	First Floor - Breakroom	Sheet Flooring, White	None Detected
		Tan Mastic	None Detected
20	First Floor – Drive Thru Vault	9x9 VFT, Gray/Green	PC 7.7% Chrysotile
		Black Mastic	None Detected
21	First Floor – Council Lobby	12x12 VFT, White	None Detected
		Yellow Mastic	None Detected
22	First Floor – Exterior Window	Window Glazing, Gray	PC 1.3% Chrysotile
23	Second Floor – S/W Copier	2x2 Ceiling Tile, White	None Detected
24	Second Floor – Janitor Closet, Hallway	9x9 VFT, Brown	PC 6.3% Chrysotile
		Black Mastic	None Detected
25	Second Floor – S/E Mechanical Room	Mudded Fitting	15% Chrysotile
26	Second Floor – East N/S Hallway	Textured Ceiling	None Detected
27	Second Floor – Open Office	Textured Ceiling	PC 3.4% Chrysotile
28	Second Floor – E/W Hallway	Textured Ceiling	None Detected
29	Second Floor – Admin open Area	Textured Ceiling	10% Chrysotile
		White Plaster	None Detected
		Grey Plaster	None Detected
30	First Floor - Council Chambers, NW	Textured Ceiling	PC 1.3% Chrysotile
31	First Floor - Council Chambers, SE	Textured Ceiling	PC 1.3% Chrysotile
32	Second Floor – Near Men’s Restroom	Textured Ceiling	None Detected
33	Second Floor – Elevator Lobby	Textured Ceiling	None Detected
34	Basement – Breakroom kitchenette	Sheet Flooring, Green	20% Chrysotile

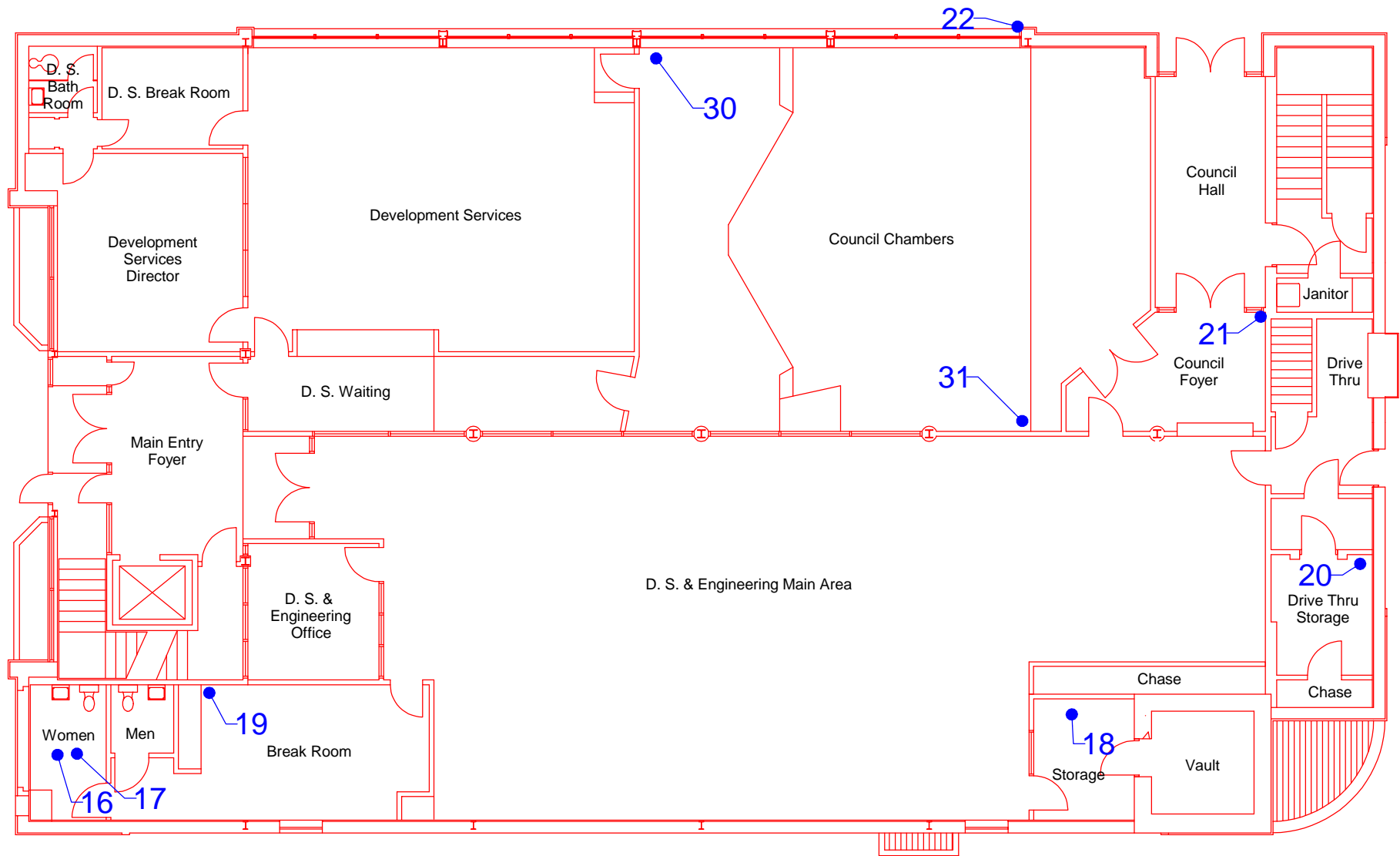
Note: Chrysotile is a form of asbestos. PC = Point Count. Any amount highlighted in **red** is a regulated level in Nebraska. Any amount highlighted in **green** is a regulated level by OSHA. VFT = Vinyl floor Tile. See Schematics for sampling locations.

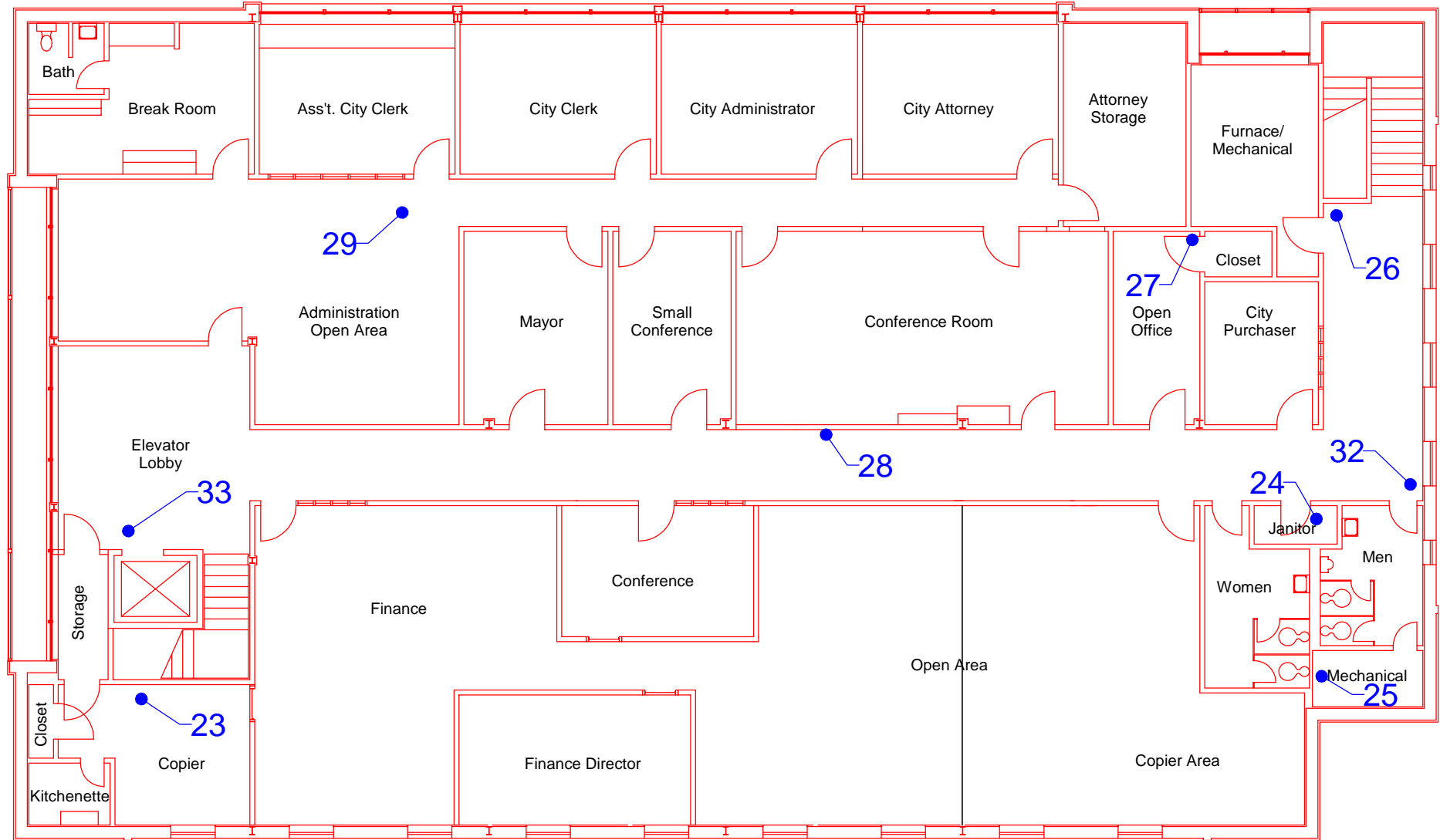
Note: Only materials greater than 1% asbestos are regulated in Nebraska. Nebraska has accepted the EPA method of determining point count results. The lab will first do a visual estimation, if the estimate is less than 10%, the lab will perform a Point Count (PC). If that result is less than 1.5%, then the material would not be regulated by Nebraska. Asbestos materials can be any one of the following forms: chrysotile, amosite, tremolite, crocidolite, anthophyllite, or actinolite.

OSHA regulates **any** material containing asbestos.
















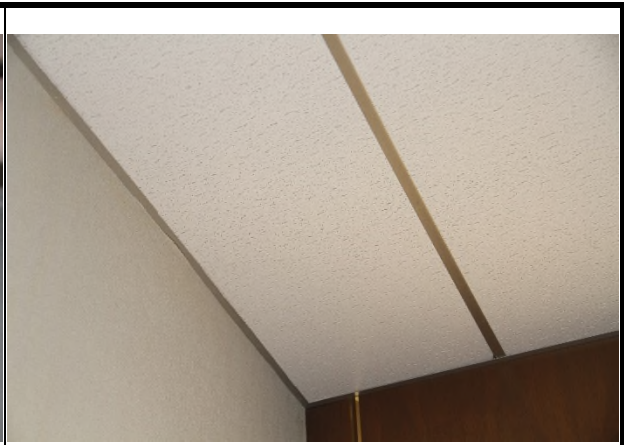


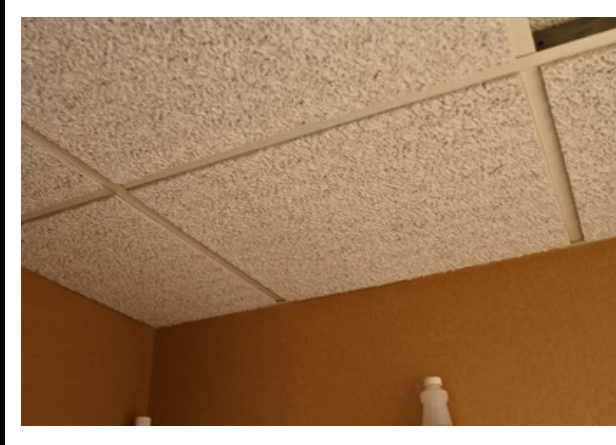

## Photo Log

	
<p>1. <b>Sample 1</b>, Basement, Southeast Vault, 9x9 VFT, Green w/Black Mastic.</p>	<p>2. <b>Sample 2</b>, Basement, Computer Room, 12x12 VFT, Cream w/Yellow Mastic.</p>
	
<p>3. <b>Sample 3</b>, Basement, Break Room, 9x9 VFT, Light Brown w/Black Mastic.</p>	<p>4. <b>Sample 4</b>, Basement, Break Room, 9x9 VFT, Med. brown w/Black Mastic.</p>
	
<p>5. <b>Sample 5</b>, Basement, Break Room, 9x9 VFT, Black w/Black Mastic.</p>	<p>6. <b>Sample 6</b>, Basement, Hallway, 9x9 VFT, Brown w/Black Mastic.</p>

## Photo Log

	
<p>7. <b>Sample 7</b>, Basement, Telephone Room, 9x9 VFT, Brown w/Black Mastic.</p>	<p>8. <b>Sample 8</b>, Basement, Public Access Closet, Duct Paper, Grey.</p>
	
<p>9. <b>Sample 9</b>, Basement, Break Room, Textured Ceiling on Plaster.</p>	<p>10. <b>Sample 10</b>, Basement, Mechanical Room, Plaster Scratch Coat.</p>
	
<p>11. <b>Sample 11</b>, Basement, General Storage Room, Textured Ceiling, White/brown.</p>	<p>12. <b>Sample 12</b>, Basement, General Storage Room, Plaster Scratch Coat.</p>

## Photo Log

	
<p>13. <b>Sample 13</b>, Basement, Telephone Room, Mudded Elbow.</p>	<p>14. <b>Sample 14</b>, Finance Office, 2x4 Suspended Ceiling Panel, White.</p>
	
<p>15. <b>Sample 15</b>, Finance Office, Textured Ceiling, White/brown.</p>	<p>16. <b>Sample 15 (Dup#)</b>, Roof, Vent Flashing.</p>
	
<p>17. <b>Sample 16</b>, First Floor – Women's Rest Room, 2x2 Ceiling Tile, White.</p>	<p>18. <b>Sample 17</b>, First Floor – Women's Rest Room, Plaster on lath.</p>

## Photo Log



19. **Sample 18**, First Floor – Vault Storage, 9x9 VFT, Gray/Green w/Black Mastic.



20. **Sample 19**, First Floor - Breakroom, Sheet Flooring, White.



21. **Sample 20**, First Floor – Drive Thru Vault, 9x9 VFT, Gray/Green w/Black Mastic.



22. **Sample 21**, First Floor – Council Lobby, 12x12 VFT, White w/Yellow Mastic.



23. **Sample 22**, First Floor – Exterior Window, Window Glazing, Gray.



24. **Sample 23**, Second Floor – S/W Copier, 2x2 Ceiling Tile, White.

## Photo Log



25. **Sample 24**, Second Floor – Janitor Closet, Hallway, 9x9 VFT, Brown w/Black Mastic.



26. **Sample 25**, Second Floor – S/E Mechanical Room, Mudded Fitting.



27. **Sample 26**, Second Floor – East N/S Hallway, Textured Ceiling.



28. **Sample 27**, Second Floor – Open Office, Textured Ceiling.



29. **Sample 28**, Second Floor – E/W Hallway, Textured Ceiling.



30. **Sample 29**, Second Floor – Admin open Area, Textured Ceiling.

## Photo Log

	
<p>31. <b>Sample 30</b>, First Floor - Council Chambers, NW, Textured Ceiling.</p>	<p>32. <b>Sample 31</b>, First Floor - Council Chambers, SE, Textured Ceiling.</p>
	
<p>33. <b>Sample 32</b>, Second Floor – Near Men's Restroom, Textured Ceiling.</p>	<p>34. <b>Sample 33</b>, Second Floor – Elevator Lobby, Textured Ceiling.</p>
	
<p>35. <b>Sample 34</b>, Basement – Breakroom kitchenette, Sheet Flooring, Green.</p>	



## ASBESTOS CONTAINING MATERIALS (ACM)

In accordance with the United States Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection protocol, a pre-demolition/renovation survey including inspection of the structures to identify suspect asbestos containing building materials (ACBM) was conducted. The following materials were present on the interior and exterior of the building with asbestos being present at a regulated level.

### **Vinyl Floor Tile and Sheet Flooring**

The 9"x9" vinyl floor tile and sheet flooring of various colors located in the building is considered Category I Non-friable Asbestos-Containing Flooring Material. It is noted that mastic tested non-detect for these materials.

Note: See drawings for locations of material.

<b><u>Location</u></b>	<b><u>Estimated Quantity</u></b>
Basement	
VFT, Mastic non-detect	3,270 SF
Sheet Flooring	53 SF
First Floor	
VFT, Mastic non-detect	405 SF
Second Floor	
VFT, Mastic non-detect	23 SF
<b>Total</b>	<b>3,751 SF</b>

### **Thermal System Insulation**

The pipe elbows, tees and fittings located in the basement are friable asbestos. There was no access to the pipe chases between restrooms in the individual rooms, and various janitor closets. The pipe elbows, tees and fittings are friable asbestos.

<b><u>Location</u></b>	<b><u>Estimated Quantity</u></b>
Basement	200 Fittings, Elbows
	15 Duct Paper, SF
First Floor	500 Fittings, Elbows
Second Floor	325 Fittings, Elbows
<b>Total</b>	<b>1,025 Fittings, Elbows</b>
	<b>15 Duct Paper, SF</b>

Note: All quantities are the inspectors best estimate. Most of the thermal system insulation is located above the rigid plaster ceiling on metal lath. In most cases a suspended grid ceiling is below the rigid plaster ceiling. The only time a true quantity can be determined would be when the ceilings have been removed. Many instances of thermal system insulation are in pipe chases without ready access at the time of this inspection. Once abatement contractor is on site these chases should be opened to verify.

**Textured Ceiling**

The pebbled texture located in the building is considered Friable Asbestos-Containing Surfacing Material. The underlying plaster on lath material is non-detect for asbestos. Note: See drawings for locations of material.

<u>Location</u>	<u>Estimated Quantity</u>
Basement	2,879 SF
First Floor	4,260 SF
Second Floor	3,690 SF
<b>Total</b>	<b>10,829 SF</b>

Note: The textured ceiling in the Council Chamber was 1.3% Chrysotile asbestos. The ceiling on the Development Services area is a similar material. Although not regulated by Nebraska regulations, this material is regulated by OSHA. It is recommended to treat this material in the same manner as all other textured ceilings that contain asbestos.

**Window Glazing**

Exterior windows contain asbestos glazing around the perimeter and are considered Friable Asbestos-Containing Miscellaneous Material.

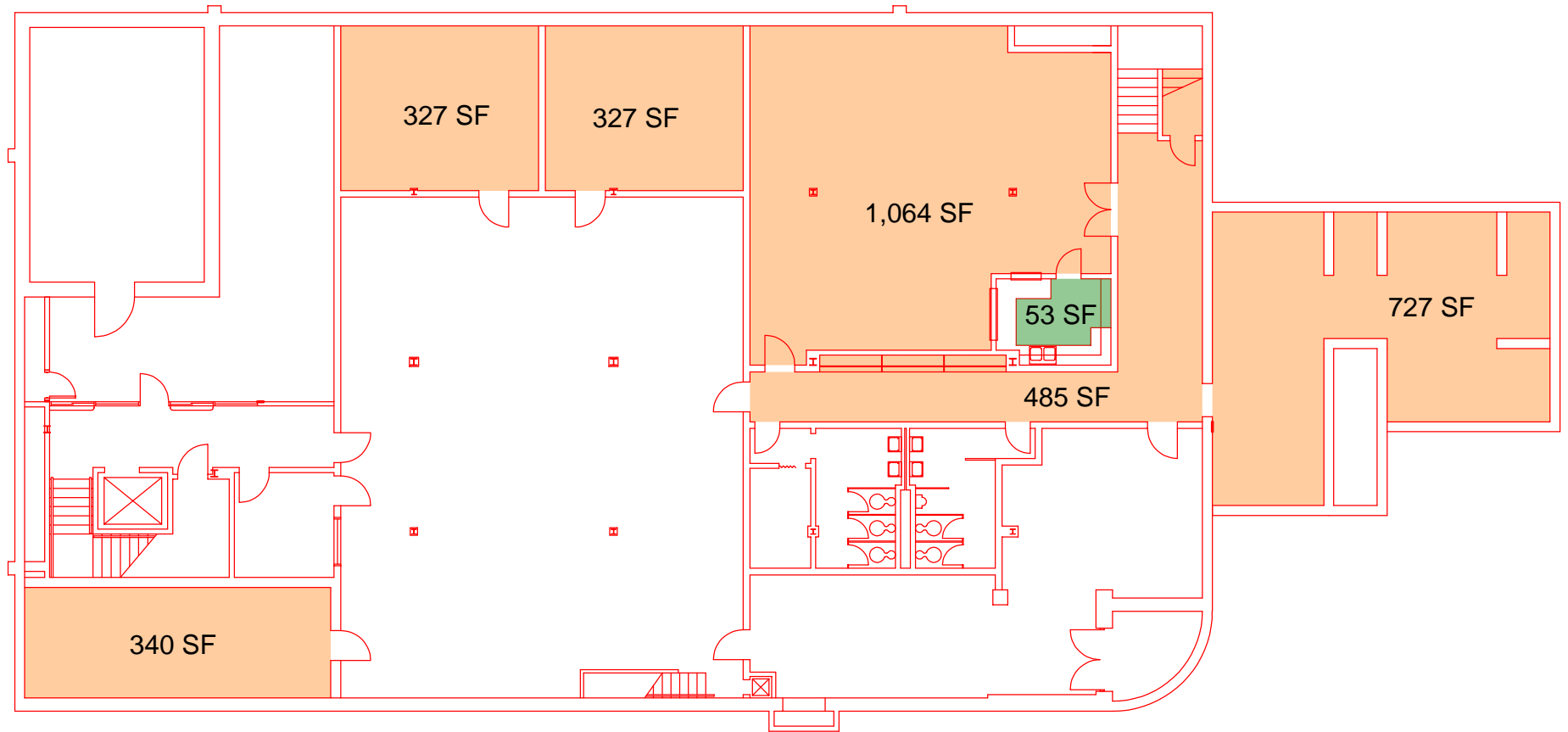
<u>Location</u>	<u>Estimated Quantity</u>
Exterior	1,300 LF

Note: The glazing was 1.3% Chrysotile asbestos. Although not regulated by Nebraska regulations, this material is regulated by OSHA. It is recommended to treat this material in the same manner as all other materials that contain asbestos.

**Electrical Panels**

Electrical control panels located in the building are presumed to contain asbestos internal components based on age of installation. These are considered Category II Non-friable Asbestos-Containing Material. Because they were "live" at time of inspection no samples were taken.

<u>Location</u>	<u>Estimated Quantity</u>
Through-out the building	6 Units



VFT = 3,270 SF  
 Sheet Flooring = 53 SF



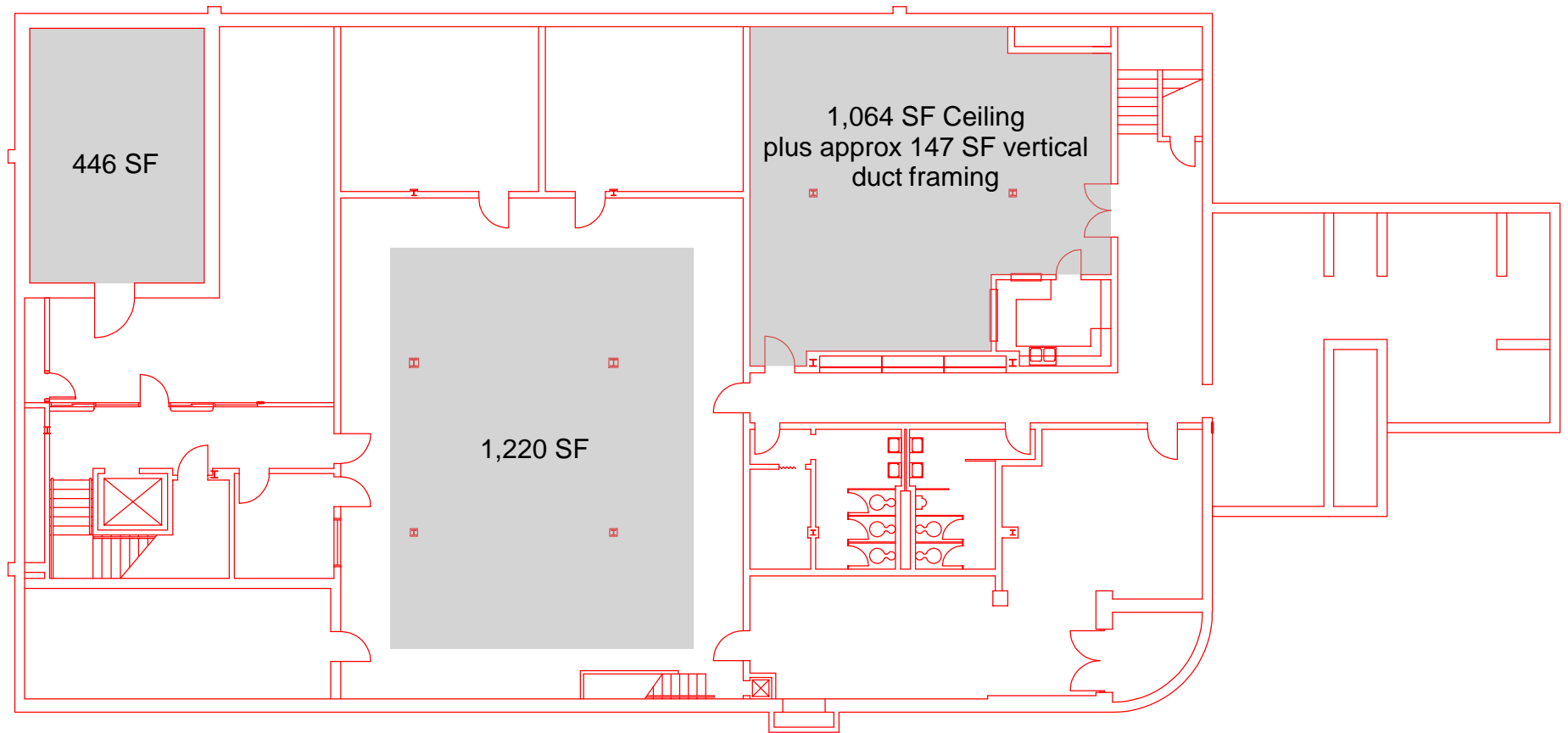
10612 West Schimmer Drive  
 Wood River, NE 68883-9658  
 Phone 308-379-7542

**Quad-C Consulting**

Hastings City Hall  
 220 N. Hastings Ave.  
 Hastings, NE

**Basement  
 Flooring Locations**





2,879 SF



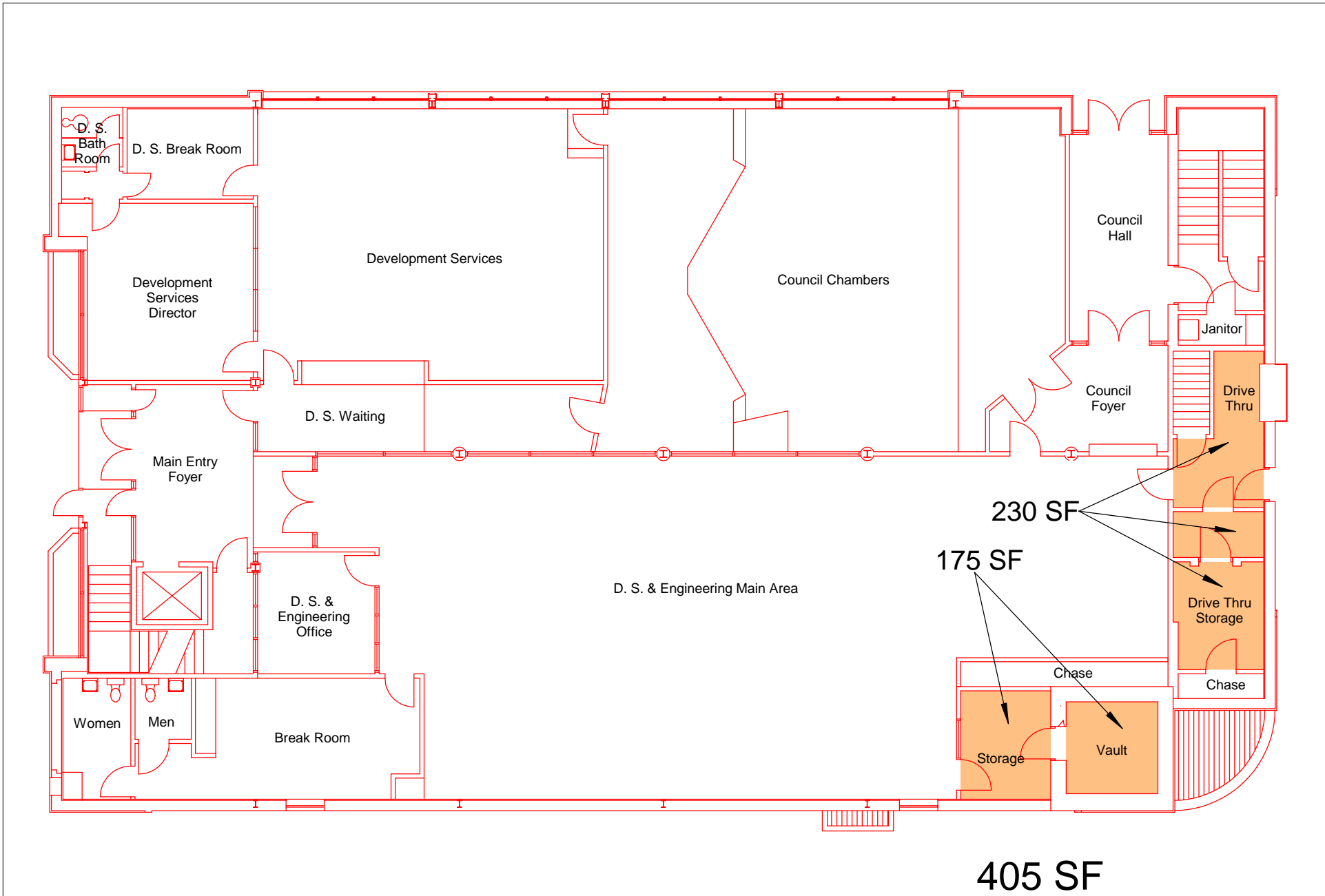
10612 West Schimmer Drive  
Wood River, NE 68883-9658  
Phone 308-379-7542

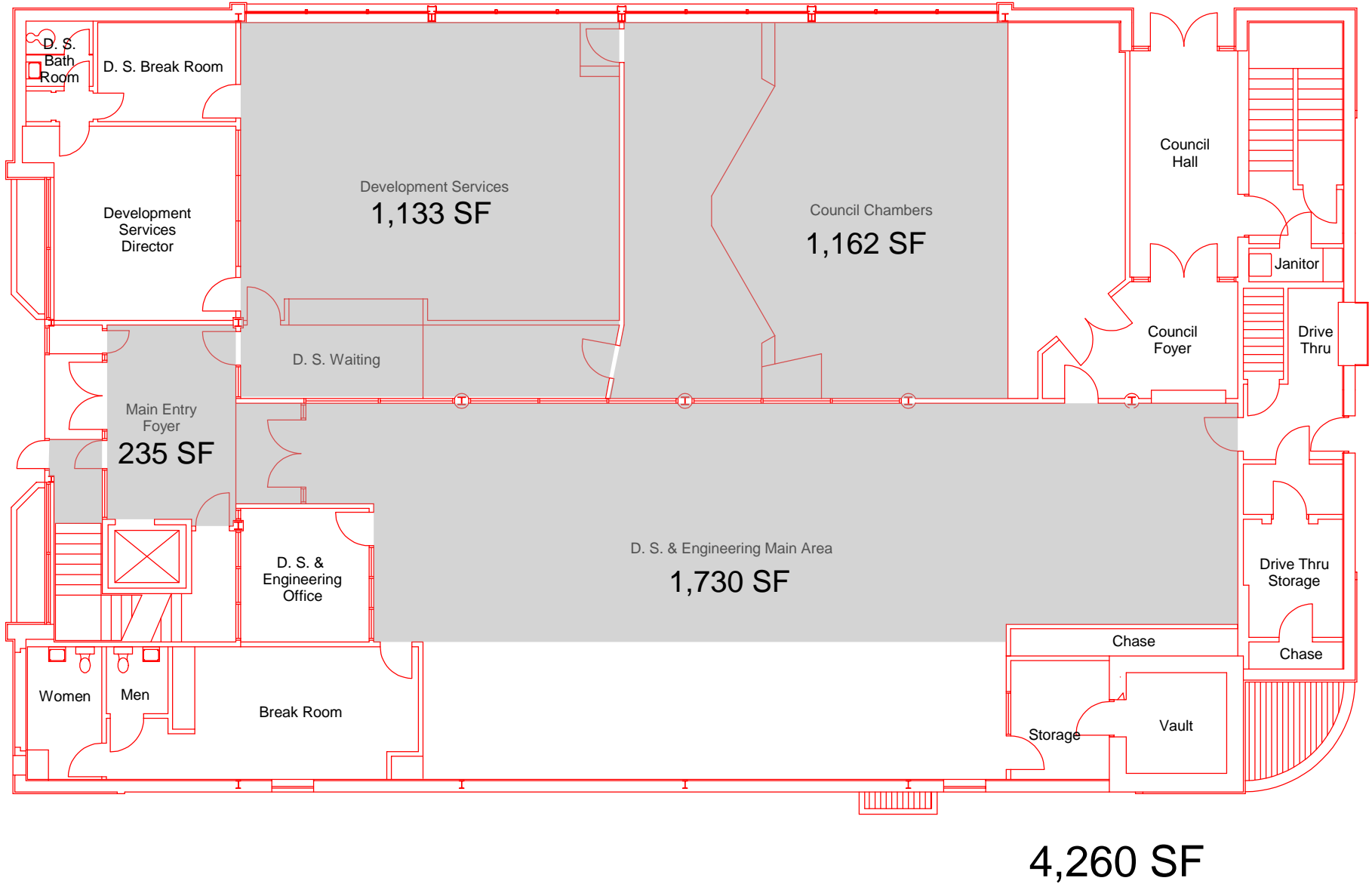
**Quad-C Consulting**

Hastings City Hall  
220 N. Hastings Ave.  
Hastings, NE

**Basement  
Textured Ceiling Locations**





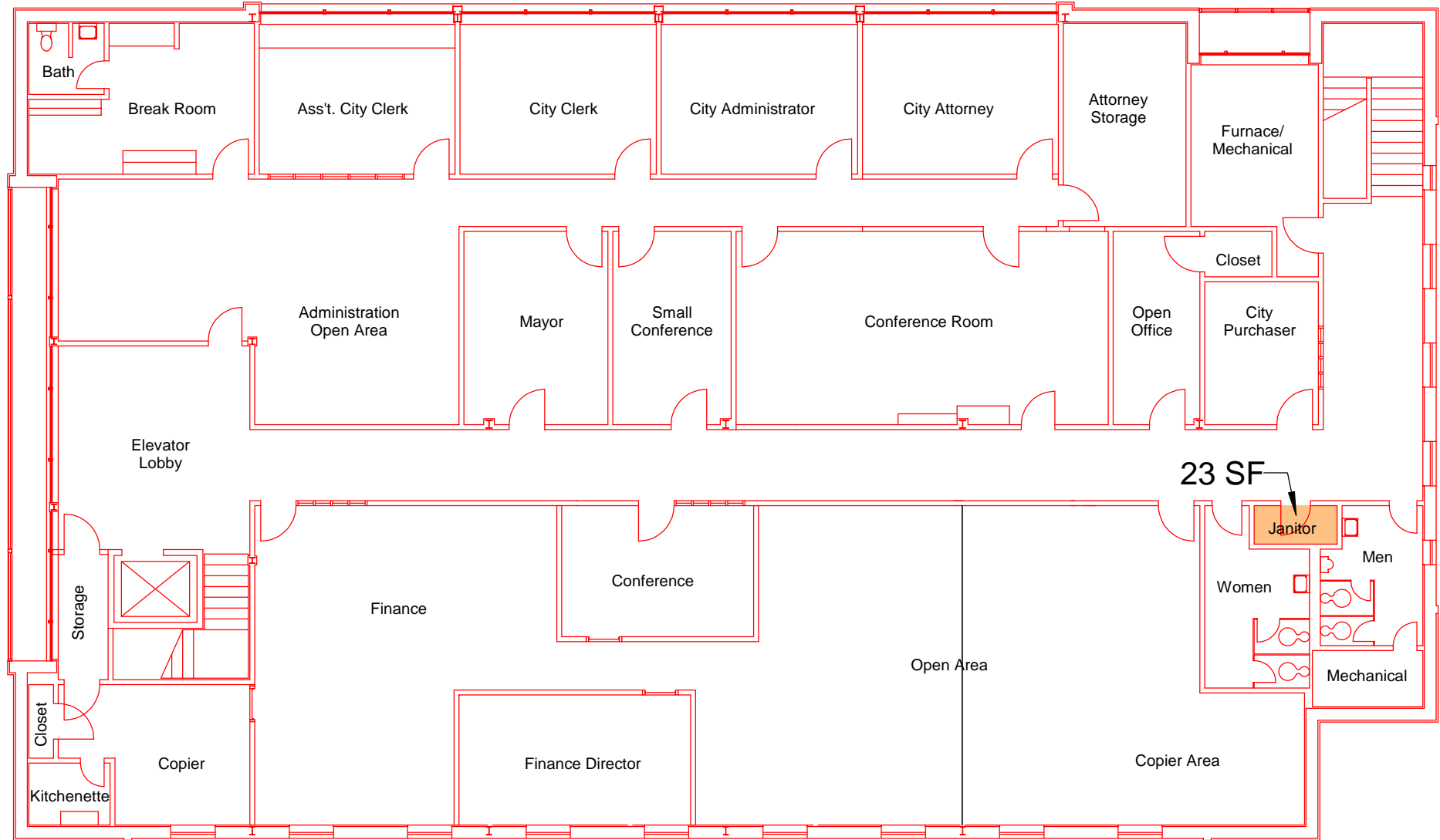



**Quad-C Consulting**  
 10612 West Schimmer Drive  
 Wood River, NE 68883-9658  
 Phone 308-379-7542

**Hastings City Hall**  
 220 N. Hastings Ave.  
 Hastings, NE

**First Floor**  
**Textured Ceiling Locations**





23 SF

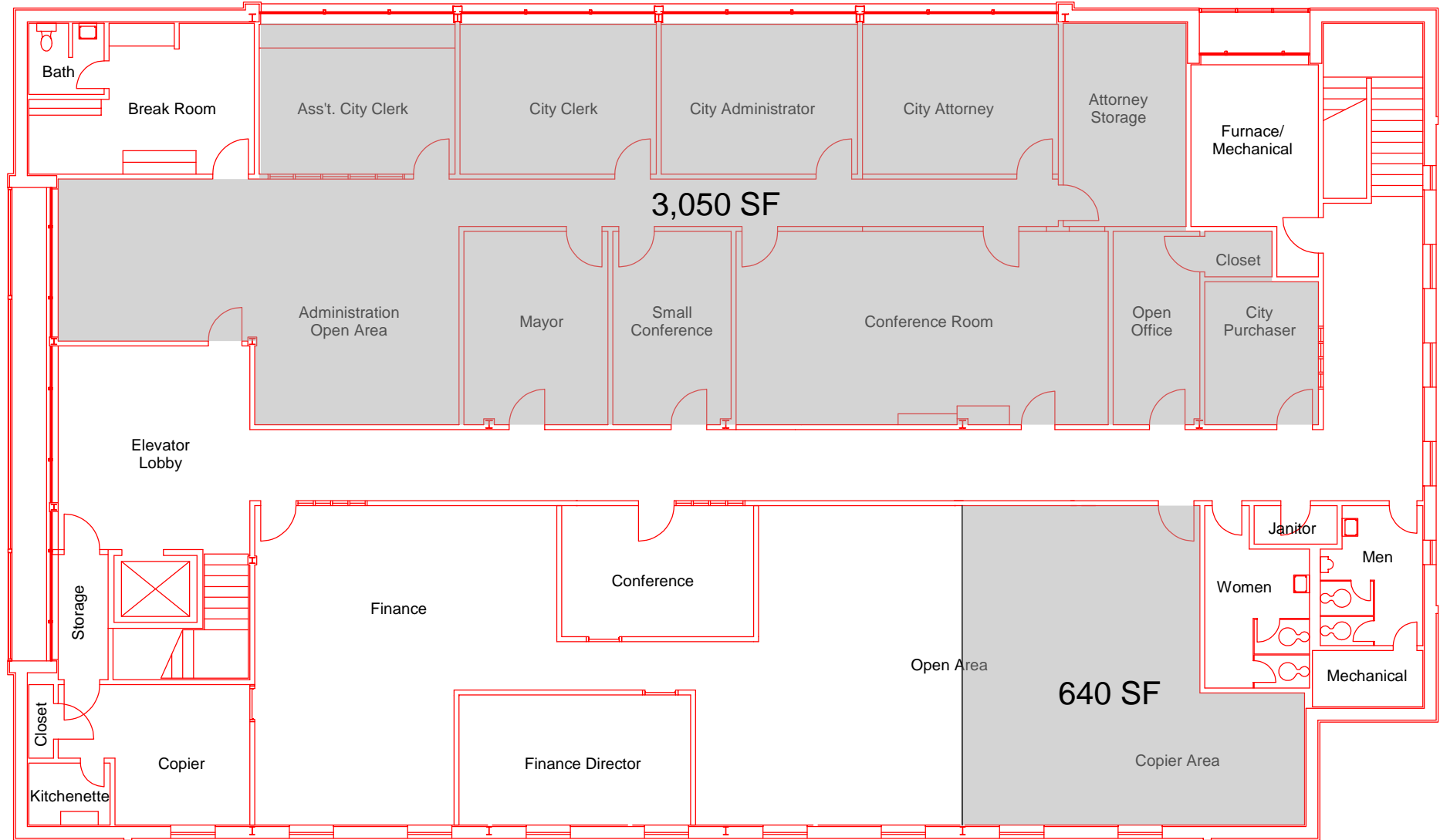
23 SF


**Quad-C Consulting**  
 10612 West Schimmer Drive  
 Wood River, NE 68883-9658  
 Phone 308-379-7542

Hastings City Hall  
 220 N. Hastings Ave.  
 Hastings, NE

**Second Floor  
 VFT Locations**





3,690 SF



**Quad-C Consulting**

10612 West Schimmer Drive  
Wood River, NE 68883-9658  
Phone 308-379-7542

Hastings City Hall  
220 N. Hastings Ave.  
Hastings, NE

**Second Floor  
Textured Ceiling Locations**





# **SECTION THREE**

Important Terms

## **REGULATORY OVERVIEW**

The two primary federal agencies governing the regulations pertaining to asbestos are the Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA).

In addition to (OSHA) and (EPA); State of Nebraska regulations may impact what a building owner or contractor must do about asbestos containing material (ACM) when renovating or demolishing a building. These requirements apply to all non-residential buildings and residential buildings of five or more units.

The Clean Air Act is also called the National Emissions Standards for Hazardous Air Pollutants (NESHAPS).

---

### ***EPA Requirements***

Most building owners are affected by a November 1990 NESHAP (National Emission Standards for Hazardous Air Pollutants) ruling EPA 40 CFR 61 Subpart M. Highlights can be summarized as follows:

- Renovation projects are covered.
- Demolition projects are covered.
- If friable asbestos quantities of greater than 160 square feet or 260 lineal feet are to be disturbed the regulation applies or 35 cubic feet of ACM is to be disposed.
- Notifications to the EPA regional office are required 10 working days before work is to begin.
- Specified engineering controls need to be in place when removing or handling ACM.
- Certain transportation and disposal requirements are set into motion once the ACM is removed.
- NESHAP may or may not apply to roof removal depending upon type of ACM, condition, type of building, size of area being renovated and removal method.

### ***Requirements for All Facilities***

In October of 1995, the Occupational Safety and Health Administration (OSHA) enacted sweeping changes to its regulations regarding asbestos in buildings. A number of provisions have been added to the regulations which impact building owners and lessees of commercial building space. Following are some of the more significant changes that affect your facilities.

---

## OSHA Requirements

1. All operations which involve asbestos became regulated under the rules. Even simple housekeeping procedures, such as cleaning, sweeping and maintenance activities which involve asbestos containing materials or "presumed asbestos containing materials" became regulated under this rule.
  2. All employees who will or might be expected to handle any asbestos containing material in their housekeeping, maintenance or other activities must be trained to one of the specified training levels depending on the type of work they will be doing.
  3. All employees who work in areas of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM) must receive, at a minimum, asbestos awareness training. Also, information regarding asbestos hazards must be incorporated into the hazard communication training which they receive.
  4. Building owners and/or employers are required to notify their commercial tenants or employees of the existence and location of ACM and PACM.
  5. Building owners must notify contractors and subcontractors who may work in or be asked to bid on work in areas containing ACM or PACM. This notification requirement extends to all contractors and subcontractors who may work in these areas.
  6. In order to evaluate whether or not a material within a building is ACM, building owners must do one of the following:
    - a. Perform an AHERA style survey, including sampling and analysis of building materials. Unlike the AHERA rules, you cannot assume a material is non-ACM.
    - b. Obtain laboratory analysis of at least three samples of a suspect material, all of which must be determined to be negative for asbestos. A single negative sample is not sufficient.
    - c. Consider the material "Presumed Asbestos Containing Material" and treat as ACM, including labeling, notification and all other requirements which apply to ACM. Any sampling of suspect material must be performed by a properly certified asbestos hazard evaluation specialist or certified industrial hygienist and that the samples must be analyzed at a certified (NVLAP) laboratory.
  7. Building owners are required to label all ACM and PACM within their facilities. The definition of PACM includes any thermal system insulation and surfacing material found in buildings constructed prior to 1981.
-

## **Nebraska Requirements**

The State Department of Health and Human Services, Asbestos Section, 301 Centennial Mall South, Lincoln, Nebraska 68509-5007, Phone 402-471-2541, administers adherence to Nebraska regulations.

- Requires separate notification and payment of a fee to the State 10 working days before abatement begins on friable and non-friable asbestos quantities greater than 160 SF/260 LF. The waiting period for non-friable projects may be waived.
- Any asbestos containing material greater than three square feet is considered a project by Nebraska regulations and must be removed in accordance with those regulations.
- The State of Nebraska requires notification of any project greater than three square or three lineal feet.
- Fees are required when the amount of friable material is greater than 160 SF/260 LF.
- State certified asbestos workers and supervisors must do all friable work.
- Specified work practices apply when removing all ACM.
- Demolition projects must be determined by a third party that ACM has been removed.
- Renovation projects require a third party perform final air sampling when removing more than 160 SF/260 LF of friable ACM.

## **IMPORTANT TERMS**

Prior to discussing asbestos, it would be useful to define certain terms. The following definitions are essential to understanding asbestos regulation and management.

**ACM (Asbestos-Containing Material)** - any material containing more than 1 percent asbestos.

**ACBM (Asbestos-Containing Building Material)** - building material containing more than 1 percent asbestos.

**ACRM (Asbestos-Containing Roofing Material)** - roofing material containing more than 1 percent asbestos.

**Asbestos** - includes chrysotile, amosite, crocidolite, tremolite asbestos, anthorphyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

**Bulk sample** - a solid quantity of insulation, floor tile, building material, etc., suspected of containing asbestos fiber and that will be analyzed for the presence and quantity of asbestos.

**Competent person** - one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective actions to eliminate them. This person must be trained in accordance with 29 CFR 1926.1101.

**Demolition** - the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

**Disturbance** - activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM.

**Friable ACM** - any material containing more than one percent asbestos (as determined by Polarized Light Microscopy), that when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

**Non-friable ACM** - any material containing more than one percent asbestos (as determined by Polarized Light Microscopy), that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable asbestos is further divided into Categories I and II. Category I includes packings, gaskets, resilient floor covering, and asphalt roofing. Category II includes any material not in Category I.

**PACM (Presumed ACM)** - thermal system insulation and sprayed on and/or troweled on, or otherwise applied surfacing material in buildings constructed no later than 1980.

**PEL (Permissible Exposure Limit)** - a time-weighted average (TWA) exposure limit above which a worker cannot be exposed. In the case of asbestos, it is 0.1 fibers per cubic centimeter of air as an eight-hour TWA.

**Renovation** - the altering of a facility or one or more facility components in any way including the stripping or removal of RACM from a facility component.

**RACM** - Regulated Asbestos-Containing Material is:

- *Friable asbestos;*
- *Category I non-friable ACM that has become friable due to destructive handling;*
- *Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or*
- *Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by the Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP).*

**Regulated Area** - a demarcated area established by the employer where Class I, II, and III asbestos work is conducted; any adjoining area where debris and waste from such asbestos work accumulate; and a work area where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limits.

**Surfacing Material** - material that is sprayed, troweled-on or otherwise applied to surfaces.

**Thermal System Insulation (TSI)** - ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

# **SECTION FOUR**

Laboratory Reports

CERTIFICATE OF ANALYSIS

Client: Quad-C Group 10612 West Schimmer Drive Wood River NE 68883	Report Date: 3/30/2020 Report No.: 612296 - PLM Project: Project No.: 20-077-01
Client: QUA336	

PLM BULK SAMPLE ANALYSIS SUMMARY

<b>Lab No.:</b> 6996810 <b>Client No.:</b> 1 <u>Percent Asbestos:</u> <b>PC 4.6 Chrysotile</b>	<b>Analyst Observation:</b> Green Floor Tile <b>Client Description:</b> 9x9 VFT, Green With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Southeast Vault <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 95.4
---	---	--

<b>Lab No.:</b> 6996810(L2) <b>Client No.:</b> 1 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Black Mastic <b>Client Description:</b> 9x9 VFT, Green With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<b>Location:</b> Basement, Southeast Vault <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 99
---	---	--

<b>Lab No.:</b> 6996811 <b>Client No.:</b> 2 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> White Floor Tile <b>Client Description:</b> 12x12 VFT, Cream With Yellow Mastic <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Computer Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 100
---	--	---

<b>Lab No.:</b> 6996811(L2) <b>Client No.:</b> 2 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Tan Mastic <b>Client Description:</b> 12x12 VFT, Cream With Yellow Mastic <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Computer Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 100
---	--	---

<b>Lab No.:</b> 6996812 <b>Client No.:</b> 3 <u>Percent Asbestos:</u> <b>PC 4.3 Chrysotile</b>	<b>Analyst Observation:</b> Off-White Floor Tile <b>Client Description:</b> 9x9 VFT, Light Brown With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Break Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 95.7
---	---	---

<b>Lab No.:</b> 6996812(L2) <b>Client No.:</b> 3 <u>Percent Asbestos:</u> <b>PC 0.5 Chrysotile</b>	<b>Analyst Observation:</b> Black Mastic <b>Client Description:</b> 9x9 VFT, Light Brown With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<b>Location:</b> Basement, Break Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 98.5
---	---	---

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/29/2020  
Date Analyzed: 03/30/2020  
Signature:   
Analyst: Ellen Smith

Approved By:   
Frank E. Ehrenfeld, III  
Laboratory Director



CERTIFICATE OF ANALYSIS

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 3/30/2020  
Report No.: 612296 - PLM  
Project:  
Project No.: 20-077-01

Client: QUA336

PLM BULK SAMPLE ANALYSIS SUMMARY

**Lab No.:** 6996813      **Analyst Observation:** Off-White Floor Tile      **Location:** Basement, Break Room  
**Client No.:** 4      **Client Description:** 9x9 VFT, Med. Brown With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
**PC 4.0 Chrysotile**      None Detected      96

**Lab No.:** 6996813(L2)      **Analyst Observation:** Black Mastic      **Location:** Basement, Break Room  
**Client No.:** 4      **Client Description:** 9x9 VFT, Med. Brown With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
**PC 0.25 Chrysotile**      None Detected      99.75


**Lab No.:** 6996814      **Analyst Observation:** Black Floor Tile      **Location:** Basement, Break Room  
**Client No.:** 5      **Client Description:** 9x9 VFT, Black With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
*None Detected*      None Detected      100


**Lab No.:** 6996814(L2)      **Analyst Observation:** Black Mastic      **Location:** Basement, Break Room  
**Client No.:** 5      **Client Description:** 9x9 VFT, Black With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
**PC 1.2 Chrysotile**      None Detected      98.8

**Lab No.:** 6996815      **Analyst Observation:** Off-White Floor Tile      **Location:** Basement, Hallway  
**Client No.:** 6      **Client Description:** 9x9 VFT, Brown With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
**PC 3.3 Chrysotile**      None Detected      96.7

**Lab No.:** 6996815(L2)      **Analyst Observation:** Black Mastic      **Location:** Basement, Hallway  
**Client No.:** 6      **Client Description:** 9x9 VFT, Brown With Black Mastic      **Facility:**  
**Percent Asbestos:**      **Percent Non-Asbestos Fibrous Material:**      **Percent Non-Fibrous Material:**  
*None Detected*      1 Cellulose      99

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/29/2020  
Date Analyzed: 03/30/2020  
Signature:   
Analyst: Ellen Smith

Approved By:   
Frank E. Ehrenfeld, III  
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 3/30/2020  
Report No.: 612296 - PLM  
Project:  
Project No.: 20-077-01

Client: QUA336

PLM BULK SAMPLE ANALYSIS SUMMARY

<b>Lab No.:</b> 6996816 <b>Client No.:</b> 7 <u>Percent Asbestos:</u> <b>PC 3.5 Chrysotile</b>	<b>Analyst Observation:</b> Off-White Floor Tile <b>Client Description:</b> 9x9 VFT, Brown With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Telephone Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 96.5
<b>Lab No.:</b> 6996816(L2) <b>Client No.:</b> 7 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Black Mastic <b>Client Description:</b> 9x9 VFT, Brown With Black Mastic <u>Percent Non-Asbestos Fibrous Material:</u> 1 Cellulose	<b>Location:</b> Basement, Telephone Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 99
<b>Lab No.:</b> 6996817 <b>Client No.:</b> 8 <u>Percent Asbestos:</u> <b>60 Chrysotile</b>	<b>Analyst Observation:</b> Off-White Insulation <b>Client Description:</b> Duct Paper, Grey <u>Percent Non-Asbestos Fibrous Material:</u> 25 Cellulose	<b>Location:</b> Basement, Public Access Closet <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 15
<b>Lab No.:</b> 6996818 <b>Client No.:</b> 9 <u>Percent Asbestos:</u> <b>PC 3.3 Chrysotile</b>	<b>Analyst Observation:</b> Lt Tan Ceiling Texture <b>Client Description:</b> Textured Ceiling, On Plaster (2 Layers) <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Break Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 96.7
<b>Lab No.:</b> 6996818(L2) <b>Client No.:</b> 9 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Off-White Plaster <b>Client Description:</b> Textured Ceiling, On Plaster (2 Layers) <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Break Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 100
<b>Lab No.:</b> 6996819 <b>Client No.:</b> 10 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Off-White Plaster <b>Client Description:</b> Plaster Scratch Coat <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, Mechanical Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/29/2020  
 Date Analyzed: 03/30/2020  
 Signature:   
 Analyst: Ellen Smith

Approved By:   
 Frank E. Ehrenfeld, III  
 Laboratory Director


CERTIFICATE OF ANALYSIS

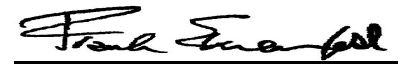
Client: Quad-C Group 10612 West Schimmer Drive Wood River NE 68883	Report Date: 3/30/2020 Report No.: 612296 - PLM Project: Project No.: 20-077-01
Client: QUA336	

PLM BULK SAMPLE ANALYSIS SUMMARY

<b>Lab No.:</b> 6996820 <b>Client No.:</b> 11 <u>Percent Asbestos:</u> <b>PC 8.7 Chrysotile</b>	<b>Analyst Observation:</b> Lt Tan Ceiling Texture <b>Client Description:</b> Textured Ceiling, White/Brown <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, General Storage Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 91.3
<b>Lab No.:</b> 6996821 <b>Client No.:</b> 12 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Off-White Plaster <b>Client Description:</b> Plaster Scratch Coat <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Basement, General Storage Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 100
<b>Lab No.:</b> 6996822 <b>Client No.:</b> 13 <u>Percent Asbestos:</u> <b>30 Chrysotile</b>	<b>Analyst Observation:</b> Off-White Insulation <b>Client Description:</b> Mudded Elbow <u>Percent Non-Asbestos Fibrous Material:</u> 25 Cellulose	<b>Location:</b> Basement, Telephone Room <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 45
<b>Lab No.:</b> 6996823 <b>Client No.:</b> 14 <u>Percent Asbestos:</u> <i>None Detected</i>	<b>Analyst Observation:</b> Tan Ceiling Tile <b>Client Description:</b> 2x4 Suspended Ceiling Panel, White <u>Percent Non-Asbestos Fibrous Material:</u> 35 Cellulose 15 Fibrous Glass	<b>Location:</b> Finance Office <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 50
<b>Lab No.:</b> 6996824 <b>Client No.:</b> 15 <u>Percent Asbestos:</u> <b>PC 9.7 Chrysotile</b>	<b>Analyst Observation:</b> Off-White Ceiling Texture <b>Client Description:</b> Textured Ceiling, White/Brown <u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<b>Location:</b> Finance Office <b>Facility:</b> <u>Percent Non-Fibrous Material:</u> 90.3

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 3/29/2020  
Date Analyzed: 03/30/2020  
Signature:   
Analyst: Ellen Smith

Approved By:   
Frank E. Ehrenfeld, III  
Laboratory Director

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 3/30/2020  
Report No.: 612296 - PLM  
Project:  
Project No.: 20-077-01

Client: QUA336

## Appendix to Analytical Report

**Customer Contact:** Gary Carson

**Method:** 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, and USEPA 600, R93-116 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

**iATL Customer Service:** customerservice@iatl.com

**iATL Office Manager:** wchampion@iatl.com

**iATL Account Representative:** Kelly Klippel

**Sample Login Notes:** See Batch Sheet Attached

**Sample Matrix:** Bulk Building Materials

**Exceptions Noted:** See Following Pages

### General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at [www.iATL.com](http://www.iATL.com) and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

### Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

### Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB)

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 3/30/2020  
Report No.: 612296 - PLM  
Project:  
Project No.: 20-077-01

Client: QUA336

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)  
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

### Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at [customerservice@iatl.com](mailto:customerservice@iatl.com).

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

### Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gange, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) [www.atsdr.cdc.gov](http://www.atsdr.cdc.gov), United States Geological Survey (USGS) [www.minerals.usgs.gov/minerals/](http://www.minerals.usgs.gov/minerals/), US EPA [www.epa.gov/asbestos](http://www.epa.gov/asbestos). The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional.

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116  
**Requirements/Comments:** Minimum of 0.1 g of sample. ~0.25% LOQ for most samples.

2) **Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 3/30/2020  
Report No.: 612296 - PLM  
Project:  
Project No.: 20-077-01

Client: QUA336

3)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Floats" only.

4)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

5)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Suspension" only.

LOQ, Limit of Quantitation estimates for mass and volume analyses.

\*With advance notice and confirmation by the laboratory.

\*\*Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

CERTIFICATE OF ANALYSIS

Client: Quad-C Group 10612 West Schimmer Drive Wood River NE 68883	Report Date: 6/22/2020 Report No.: 615251 - PLM Project: City Hall, Hastings, NE Project No.: 20-152-01	Rev #2, 6/26/2020
Client: QUA336		

PLM BULK SAMPLE ANALYSIS SUMMARY

<b>Lab No.:</b> 7024690 <b>Client No.:</b> 28	<b>Analyst Observation:</b> White Texture <b>Client Description:</b> Textured Ceiling	<b>Location:</b> Second Floor E/W Hallway <b>Facility:</b>
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Surfacing material contains greater than 10% vermiculite.

<b>Lab No.:</b> 7024691 <b>Client No.:</b> 30	<b>Analyst Observation:</b> White/Tan Texture <b>Client Description:</b> Textured Ceiling	<b>Location:</b> First Floor Council Chambers NW <b>Facility:</b>
<u>Percent Asbestos:</u> <b>PC 1.3 Chrysotile</b>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98.7

Surfacing material contains less than 10% vermiculite.

<b>Lab No.:</b> 7024692 <b>Client No.:</b> 31	<b>Analyst Observation:</b> White/Tan Texture <b>Client Description:</b> Textured Ceiling	<b>Location:</b> First Floor Council Chambers SE <b>Facility:</b>
<u>Percent Asbestos:</u> <b>PC 1.3 Chrysotile</b>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 98.7

Surfacing material contains less than 10% vermiculite.


<b>Lab No.:</b> 7024693 <b>Client No.:</b> 32	<b>Analyst Observation:</b> White Texture <b>Client Description:</b> Textured Ceiling	<b>Location:</b> Second Floor Near Men's Restroom <b>Facility:</b>
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

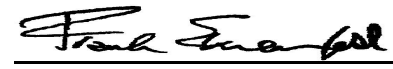
Surfacing material contains greater than 10% vermiculite.

<b>Lab No.:</b> 7024694 <b>Client No.:</b> 33	<b>Analyst Observation:</b> White Texture <b>Client Description:</b> Textured Ceiling	<b>Location:</b> Second Floor Elevator Lobby <b>Facility:</b>
<u>Percent Asbestos:</u> <i>None Detected</i>	<u>Percent Non-Asbestos Fibrous Material:</u> None Detected	<u>Percent Non-Fibrous Material:</u> 100

Surfacing material contains greater than 10% vermiculite.

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 6/22/2020  
Date Analyzed: 06/22/2020  
Signature:   
Analyst: Amy Latham

Approved By:   
Frank E. Ehrenfeld, III  
Laboratory Director

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 6/22/2020  
Report No.: 615251 - PLM  
Project: City Hall, Hastings, NE  
Project No.: 20-152-01

Client: QUA336

## Appendix to Analytical Report

**Customer Contact:** Gary Carson

**Method:** 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, and USEPA 600, R93-116 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

**iATL Customer Service:** customerservice@iatl.com

**iATL Office Manager:** wchampion@iatl.com

**iATL Account Representative:** Kelly Klippel

**Sample Login Notes:** See Batch Sheet Attached

**Sample Matrix:** Bulk Building Materials

**Exceptions Noted:** See Following Pages

### General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at [www.iATL.com](http://www.iATL.com) and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

### Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

### Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB)



---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 6/22/2020  
Report No.: 615251 - PLM  
Project: City Hall, Hastings, NE  
Project No.: 20-152-01

Client: QUA336

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)  
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

### Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at [customerservice@iatl.com](mailto:customerservice@iatl.com).

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

### Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gange, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) [www.atsdr.cdc.gov](http://www.atsdr.cdc.gov), United States Geological Survey (USGS) [www.minerals.usgs.gov/minerals/](http://www.minerals.usgs.gov/minerals/), US EPA [www.epa.gov/asbestos](http://www.epa.gov/asbestos). The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite ([https://www.wadsworth.org/sites/default/files/WebDoc/I198\\_8\\_02\\_2.pdf](https://www.wadsworth.org/sites/default/files/WebDoc/I198_8_02_2.pdf))

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116  
**Requirements/Comments:** Minimum of 0.1 g of sample. ~0.25% for most samples.

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Client: QUA336

Report Date: 6/22/2020  
Report No.: 615251 - PLM  
Project: City Hall, Hastings, NE  
Project No.: 20-152-01

2)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

3)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Floats" only.

4)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

5)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Suspension" only.  
\*With advance notice and confirmation by the laboratory.

\*\*Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 7/2/2020  
Report No.: 615883 - PLM  
Project: City Hall Hastings NE  
Project No.: 20-152-01

Client: QUA336

---

PLM BULK SAMPLE ANALYSIS SUMMARY

---

**Lab No.:** 7029487

**Client No.:** 34

Percent Asbestos:

**20 Chrysotile**

**Analyst Observation:** Grey Vinyl Sheet Flooring

**Client Description:** Sheet Flooring, Green

Percent Non-Asbestos Fibrous Material:

10 Cellulose

**Location:** Basement-Break Rm Kitchenette

**Facility:**

Percent Non-Fibrous Material:

70

---

Please refer to the Appendix of this report for further information regarding your analysis.

---

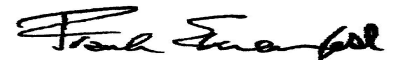
Date Received: 7/2/2020

Date Analyzed: 07/02/2020

Signature: 

Analyst: Sarah Lipiecki

Approved By:



Frank E. Ehrenfeld, III  
Laboratory Director

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 7/2/2020  
Report No.: 615883 - PLM  
Project: City Hall Hastings NE  
Project No.: 20-152-01

Client: QUA336

## Appendix to Analytical Report

**Customer Contact:** Gary Carson

**Method:** 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, and USEPA 600, R93-116 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

**iATL Customer Service:** customerservice@iatl.com

**iATL Office Manager:** wchampion@iatl.com

**iATL Account Representative:** Kelly Klippel

**Sample Login Notes:** See Batch Sheet Attached

**Sample Matrix:** Bulk Building Materials

**Exceptions Noted:** See Following Pages

### General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at [www.iATL.com](http://www.iATL.com) and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

### Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

### Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB)

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Report Date: 7/2/2020  
Report No.: 615883 - PLM  
Project: City Hall Hastings NE  
Project No.: 20-152-01

Client: QUA336

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)  
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

### Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at [customerservice@iatl.com](mailto:customerservice@iatl.com).

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

### Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gange, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

iATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) [www.atsdr.cdc.gov](http://www.atsdr.cdc.gov), United States Geological Survey (USGS) [www.minerals.usgs.gov/minerals/](http://www.minerals.usgs.gov/minerals/), US EPA [www.epa.gov/asbestos](http://www.epa.gov/asbestos). The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite ([https://www.wadsworth.org/sites/default/files/WebDoc/I198\\_8\\_02\\_2.pdf](https://www.wadsworth.org/sites/default/files/WebDoc/I198_8_02_2.pdf))

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) **Analytical Step/Method:** Initial Screening by PLM, EPA 600R-93/116  
**Requirements/Comments:** Minimum of 0.1 g of sample. ~0.25% for most samples.

---

CERTIFICATE OF ANALYSIS

---

Client: Quad-C Group  
10612 West Schimmer Drive  
Wood River NE 68883

Client: QUA336

Report Date: 7/2/2020  
Report No.: 615883 - PLM  
Project: City Hall Hastings NE  
Project No.: 20-152-01

2)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

3)**Analytical Step/Method:** Wet Separation by PLM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Floats" only.

4)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Sinks" only.

5)**Analytical Step/Method:** Wet Separation by TEM Gravimetric Technique, EPA R-04/004  
**Requirements/Comments:** Minimum 50g\*\* of dry sample. Analysis of "Suspension" only.  
\*With advance notice and confirmation by the laboratory.

\*\*Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

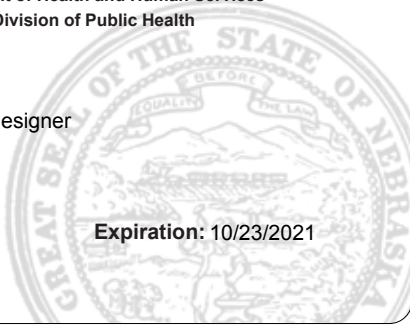
# State of Nebraska

Department of Health and Human Services  
Division of Public Health

Gary H Carson  
Asbestos Project Designer

License #: 597  
Status: Active

Expiration: 10/23/2021



# State of Nebraska

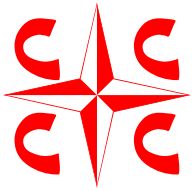
Department of Health and Human Services  
Division of Public Health

Gary H Carson  
Asbestos Management Planner

License #: 868  
Status: Active

Expiration: 10/18/2021





**Q**uad-**C** **C**onsulting

---

---

**Hastings City Hall  
All Floors  
109 West 2<sup>nd</sup> St.  
Hastings, NE**

**Airborne Mold Assessment Summary  
Limited Tape Lift Samples**

**April 14, 2022**

---

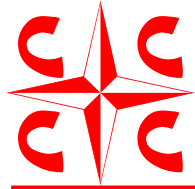
---

**10612 West Schimmer Drive  
Wood River, NE 68883  
Phone 308-379-7542  
E-Mail [garyhcarson@msn.com](mailto:garyhcarson@msn.com)**

---

---





---

10612 West Schimmer Drive  
Wood River, NE 68883  
Phone 308-379-7542

E-Mail [garyhcarson@msn.com](mailto:garyhcarson@msn.com)

April 21 2022

Marina Richards  
Environmental Engineer  
Hastings Utilities  
1228 N. Denver Avenue  
PO Box 289  
Hastings, NE 68902-0289

**RE: Airborne Mold Assessment – City Hall All Floors  
Limited Tape Lift Samples**

On Thursday, April 14, 2022, air, and tape lift sampling was conducted in the basement, first and second floors of the Hastings City Hall, by Gary Carson, Quad-C Consulting to evaluate for presence of residual and airborne mold spores.

**Summary**

1. Air samples were collected from level of the building to determine levels of aerosol mold that may be present.
  - Samples 1 thru 6, and 18 on First Floor. (See attached schematic for actual locations)
    - Development Services, Director's Office was added as new location in April 2022.
  - Samples 7 thru 12 on Second Floor. (See attached schematic for actual locations)
    - The Finance East sample was replaced with Finance Copier Area sample
  - Samples 13 thru 16 in the Basement. (See attached schematic for actual locations)
  - Sample-17 Exterior East Side of building (Ambient/Control)
2. In addition, a tape lift samples (T-1 thru T-7) from surface areas to determine if residual mold spores were present. (See attached schematic for actual locations)
  - Two new locations were added: Development Services Women's Bathroom and Human Resources North Window
3. Table 1A, 1B, and 1C includes a summary of 2022 air sample results.
4. Table 2 includes a summary of 2022 tape lift results.
5. Table 3 includes a summary of air sample results from 2020 thru 2022.
6. Table 4 includes a summary of tape lift results from 2021 thru 2022.

**Visual Observations**

1. Visible mold was present in the Telephone Room on pipe insulation, behind wall coverings in men's and women's rest room in Development Services break room area, and behind wall covering of window along east wall of second floor and windows of north wall in former Human Resources office.

2. Once entering the basement the previously "musty" odor that was present had greatly been reduced by negative exhaust air and dehumidification.
3. Relative humidity readings at the time of the site visit were in the range of approximately 21.1-32.5% compared to 47.6-51.0% in 2021. This can be attributed to implementation of dehumidifiers numerous areas and much lower ambient humidity at the time of this sampling event.

## **Sampling Limitations**

### **Air sampling for mold spores and other bioaerosols have limitations.**

The American Conference of Governmental Industrial Hygienists (ACGIH) in their 1999 booklet TLVs (Threshold Limit Values) and BEIs (Biological Exposure Indices) states: "Even when investigators work from testable hypotheses and well-formulated sampling plans, results from environmental bioaerosol monitoring may be inconclusive and possibly misleading." This remains true today.

The ACGIH Bioaerosols Committee has developed guidelines for the assessment and control of bioaerosol exposures. These guidelines suggest five activities for evaluating bioaerosol exposures and for recommending control measures:

1. Visual inspection of the building.
2. Assessment of occupant symptoms.
3. Evaluation of building performance.
4. Monitoring of potential environmental sources.
5. Application of professional judgment.

The information collected through air monitoring is only one of the factors that should be considered when selecting the approach to use when bioaerosol exposures are suspected. Reliance on the "numbers" alone may result in inappropriate decision-making due to the limitations of this monitoring. These limitations exist because:

- a. Different methods of sample collection and analysis may result in different estimates of mold concentrations.
- b. The actual cause of health effects from mold is not being quantified when mold spore counts are made. Actual antigens (the agents causing an allergic reaction) are not quantified.

### **"Acceptable" Limits**

Acceptable limits for mold sample concentrations (air or bulk samples) have not been established by the Occupational Safety and Health Administration, the Environmental Protection Agency, the National Institute of Occupational Safety and Health or the State of Nebraska. There are no current limits established by the American Conference of Governmental Industrial Hygienists (ACGIH) for either total mold spore counts or for specific mold genera or species. ACGIH summarizes the reasons for this lack of established limits:

1. Health effects vary from one mold genera to another.
2. The type and severity of health effect varies with individual susceptibility. While the most common response to mold exposure is an allergic reaction, recent studies have suggested an association between mold exposure and a variety of systemic health effects.
3. Information relating mold concentrations to specific health effects is insufficient to establish a dose – response relationship. The absence of meaningful epidemiological data is due to the limitations of sampling.

## Reviewing the Sampling Results

However, despite the strong limitations, air sampling does provide some quantification of current conditions. These results can be compared to the concentration of mold detected after remediation. This may be important where mold is suspected but is not visible.

Building environments are not sterile and detection of mold spores is expected. Both the concentration and the type of mold detected are important factors to consider in interpreting the results and making recommendations for remediation. The following guidelines for interpreting the sampling results are compiled from three sources:

1. American Conference of Governmental Industrial Hygienists: *Bioaerosols Assessment and Control Cincinnati*, 1999.
2. American Industrial Hygiene Association: *Field Guide for the Determination of Biological Contaminants in Environmental Samples Fairfax*, 1996.
3. This consultant's experience and professional judgment.

The following factors are considered in interpreting mold sample results:

1. Total Count Comparisons are made in two ways:
  - a. Between samples taken indoors and outdoors. When a mold problem does not exist, the spore concentration in the building should be less than the concentration detected in outdoor samples. However, comparison to outdoor samples must be done carefully - this is only a very crude way to ascertain what is acceptable in a building.
  - b. Between samples taken in suspect areas and control areas. The mold spore concentration in most control areas is typically less than or equal to 247 - 300 colony forming units per cubic meter of air (CFU/m<sup>3</sup>) in viable samples and less than 3000 CFU/m<sup>3</sup> in non-viable samples. Therefore, when this concentration is exceeded, this may indicate a source of mold at a sample location. Comparison to controls areas within the same building are a more reliable indicator of a problem than comparison to outdoor air concentrations. "Acceptable" limits for health effects have not been established.

### 2. Genera and Species

Mold is identified by microscopically examining the "fruiting bodies" or stalks of the mold where spores are produced and released. In most cases, it is possible to identify the mold by genus (plural is genera). The genus is capitalized and in italics: *Cladosporium*, *Penicillium*, *Alternaria*. Some mold can also be identified microscopically to the species level. Examples are *Aspergillus versicolor*, *Stachybotrys atra*. If the mold does not produce fruiting bodies these are identified only as "Non-sporulating fungi". The following mold genera are found in most samples taken outdoors: *Cladosporium*, *Penicillium*, *Alternaria*, *Epicoccum* and *Aspergillus*. These are also commonly detected in indoor samples. In interpreting sample results the dominant genera/species in the indoor samples is compared to the dominant genera/species found in the outdoor samples. An indoor mold source is suspected when the dominant type of mold in indoor samples is not the same as the dominant type detected in outdoor samples.

2. Most molds come from soil and leaf decay and the primary health effect is allergic reaction. Some mold causes greater concern and caution when identified in indoor samples. These molds are known to produce mycotoxins or chemicals that have been associated with symptoms other than allergic reaction. Examples of these include:

- Stachybotrys atra* or *chartarum*
- Aspergillus versicolor*
- Aspergillus fumigatus*
- Fusarium moniliform*

It is important to review sampling results without undue emphasis on any single factor or any single sample.

## General Observations

Mold requires a food source and moisture. Most molds require an organic or cellulose material for growth. Mold spores amplify readily when humidity is above 60%.

1. Miscellaneous
  - a. **The mold level target is never zero** except in special applications such as medical and drug facilities which operate in a "clean room" environment where no stray particles are permitted. Mold is a natural ingredient in outdoor air most of the time. We do not want to find higher indoor mold levels than outdoor, and we do not want to find high levels of problematic mold spores indoors.
  - b. **Baxter etals:** Mold contamination is considered present in a building when the total mold spore concentration per cubic meter is *above 10,000*.
    - i. All other interior airborne mold spore concentrations were below 500 total mold spore concentration per cubic meter: ranging from 160-440 in the basement (2021 they were 600-2,600); 40-400 on first floor (2021 they were 600-2,600) and 40-320 on second floor (2021 they were 600-2,600).
    - ii. One exterior ambient sample was taken with 840 spore concentrations per cubic meter. This reflects recent low humidity.
    - iii. *Chaetomium* spores were only present in the exterior airborne sample; none in any interior samples.
    - iv. *Chaetomium* spores was present in tape lift sample from [First Floor – Development Services Women’s Restroom](#)
    - v. *Stachybotrys* spores were present in airborne samples in [First Floor – Development Services Directors Office](#). Most likely this is the result of cross contamination from the adjacent restrooms.
  - c. **The National Allergy Bureau** considers mold counts in air of *0-900 as low*, to 2500 as moderate, to 25,000 as high, and above 25,000 as very high. At "high" levels most individuals with any sensitivity will experience symptoms. Acceptable levels for individual species vary since species toxicity varies widely as does spore size, weight, and other features which affect risk to building occupants.
    - i. Airborne mold spore count was considered low, ranging from 1 to 12 total.
    - ii. In 2021, airborne mold spore count ranged from 9 to 410 total.
    - iii. The exterior ambient sample was 21; in 2021 it was 170; in 2020 it was 38.
    - iv. Seasonality can affect these values.
  - d. **The American Conference of Government Industrial Hygienists (ACGIH)** stated (Harriet Burge et. al) stated in 1987 that indoor mold levels are generally less than 1/3 the outdoor level and that when indoor mold is at more than this level remedial action should be taken to find the source of the elevated counts and to clean it up.
    - i. The ambient mold air borne sample (control) was 21 total mold spore count with concentration of 840 total mold spore concentration per cubic meter.
    - ii. Any individual value of total mold spore counts greater than 7 exceeds the 1/3 guideline. This occurs in [Council Chambers N.W.](#), [Second Floor Finance West](#), [Development Services Director’s Office](#), and [Development Services – Vault and Telephone Room](#) in the basement.

**Recommendations:**

The aerosol mold levels in most interior areas would be considered within "Acceptable" limits for general occupancy.

Notable exceptions: [Development Services Director's Office](#) and [Development Services – Men's and Women's Restrooms](#).

The following remedial action is recommended at this time.

Second Floor Hallway East

- Water intrusion is either coming from leaking windows or leaks in the roof.
- Mold is evident along the exterior wall under the wall covering.
  - Option 1:
    - Remediate mold along the entire exterior wall under containment.
    - Check for source of water intrusion and correct.
    - Conduct post remediation inspection and air sampling specific for the area.
  - Option 2:
    - Continue dehumidification in the area.
    - Air sampling to monitor progress.
  - Option 3:
    - Isolate area with poly barriers.

Former Human Resources

- Water intrusion may be coming from leaking windows.
  - Option 1:
    - Remediate mold along the north wall.
    - Check for source of water intrusion and correct.
    - Conduct post remediation inspection and air sampling specific for the area.
  - Option 2:
    - Continue dehumidification in the area.
    - Air sampling to monitor progress.

Development Services – Rest Room's

- Mold is evident under the wall covering.
  - Option 1:
    - Immediately seal off access to both rest rooms and continue dehumidification in the area.
  - Option 2:
    - Remediate mold in the men's and women's restrooms.
    - Check for source of water intrusion and correct.
    - Conduct post remediation inspection and air sampling specific for the area.

Development Services – Director's Office

- Mold intrusion is likely coming from adjacent restrooms.
  - Option 1:
    - Move staff member out of this area.
    - Immediately seal off access to the room and continue dehumidification in the area.
    - Remediate area as well as restrooms.

Admin area

- Water intrusion is either coming from leaking windows or leaks in the roof.
- Mold is evident along the exterior wall under the wall covering.
  - Option 1:
    - Clean vent in break room.
    - Continue dehumidification in the area.
    - Air sampling to monitor progress.

Development Services – Vault in the basement

- Option 1:
  - Continue dehumidification in the area.
  - Air sampling to monitor progress.
- Option 2:
  - Move all stored material out of the vault.
  - Isolate and restrict access.
- Option 3:
  - Option 2 and then Option 1.

Building in general

- Historic water intrusions continue coming from plumbing leaks, leaking windows, leaks in the roof or foundation faults.
- The recent installation of negative air system from the basement has been moderately successful to mediate musty odors and keep mold amplification in check. This is not a total building solution.
- Installation of humification units throughout the building has reduced relative humidity and contributed to lower mold spore counts throughout.
- Continue periodic monitoring of site conditions on quarterly basis.
- The above recommendations are primarily a “band aide” approach as opposed to complete remediation; full discovery of sources and corrective measures implemented.

No interpretation of the results can be made as to the medical impact on individuals. Such results should be given to a medical professional for interpretation.

Measures should be taken to monitor and control the humidity in all spaces to less than 60%; closer to 30-40% as is the current conditions.

If you have any question about this inspection or its findings, please feel free to contact me.

Sincerely,

  
Gary Carson  
Principal

**Table 1A: First Floor Air Sample Summary – Mold Spore Count**

LOCATION	Council Chambers S. E.	Council Chambers N. W.	Development Services - Rest Room Area	Development Services - East	Human Resources - Main	Human Resources - Break Room	Development Services Directors Office
SAMPLE No.	Sample-1	Sample-2	Sample-3	Sample-4	Sample-5	Sample-6	Sample-18
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Aspergillus/Penicillium-like</i>	4	4		2	2		5
<i>Cladosporium</i>	1	1			2	1	3
<i>Myxomycetes/Periconia/Smuts</i>		1					1
<i>Stachybotrys</i>							2
<i>Other hyaline spores</i>	2	1			2		
<i>Other colored spores</i>		2				2	1
<i>Hyphal fragments</i>		1	1	3	1	1	
<b>Total</b>	<b>7</b>	<b>10</b>	<b>1</b>	<b>5</b>	<b>7</b>	<b>4</b>	<b>9</b>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**41 = Values above ambient**

**Table 1B: Second Floor Air Sample Summary – Mold Spore Count**

LOCATION	2nd Floor Hall - West	2nd Floor Hall - East	Finance - West	Finance – Copier Area East	Admin - Reception Area	Admin - Conference Room
SAMPLE No.	Sample-7	Sample-8	Sample-9	Sample-10	Sample-11	Sample-12
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Aspergillus/Penicillium-like</i>					<b>1</b>	
<i>Cladosporium</i>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>		
<i>Epicoccum</i>		<b>1</b>				
<i>Myxomycetes/Periconia/Smuts</i>			<b>2</b>	<b>1</b>		
<i>Other hyaline spores</i>			<b>3</b>		<b>1</b>	
<i>Other colored spores</i>			<b>1</b>	<b>1</b>	<b>1</b>	
<i>Hyphal fragments</i>				<b>3</b>		<b>1</b>
<b>Total</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>6</b>	<b>3</b>	<b>1</b>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**41 = Values above ambient**



**Table 1C: Basement Air Sample Summary – Mold Spore Count**

LOCATION	Hallway	Telephone room	Main room	Development Services - Vault	Exterior - East Side Ambient/ Control
SAMPLE No.	Sample-13	Sample-14	Sample-15	Sample-16	Sample-17
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Ascospores</i>		2			
<i>Aspergillus/Penicillium-like</i>		5		1	1
<i>Basidiospores</i>	2				
<i>Chaetomium</i>					2
<i>Cladosporium</i>		3		7	2
<i>Epicoccum</i>					2
<i>Myxomycetes/Periconia/Smuts</i>					6
<i>Other hyaline spores</i>	1	1	2	1	
<i>Other colored spores</i>	1				3
<i>Hyphal fragments</i>			3		5
<b>Total</b>	4	11	5	9	21

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**41 = Values above ambient**

**Table 2: Tape Lift Sample Summary – Mold Spore Count**

LOCATION	Development Services – Men’s Rest Room	2nd Floor - East Hall Window Frame	2nd Floor - Admin Break Room Vent	Basement - Dev. Services Vault Wall	1st Floor - West Entrance Exterior Door Frame	Development Services – Women’s Rest Room	Former Human Resources North Wall
SAMPLE No.	T-1	T-2	T-3	T-4	T-5	T-6	T-7
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Acremonium</i>		<i>Colony</i>					
<i>Alternaria</i>		<i>Rare</i>	<i>Some</i>		<i>Rare</i>		
<i>Aspergillus/Penicillium-like</i>	<i>TNTC</i>		<i>Rare</i>	<i>Rare</i>	<i>Rare</i>	<i>Common</i>	
<i>Basidiospores</i>			<i>Rare</i>	<i>Rare</i>			
<i>Bipolaris Dreschlera</i>		<i>Rare</i>					
<i>Chaetomium</i>						<i>Colony</i>	
<i>Cladosporium</i>		<i>Rare</i>	<i>Some</i>	<i>Rare</i>	<i>Rare</i>		
<i>Epicoccum</i>			<i>Rare</i>		<i>Rare</i>		
<i>Penicillium</i>	<i>Colony</i>						
<i>Smuts/Myxomycetes/Periconia</i>			<i>Rare</i>				
<i>Nigrospora</i>			<i>Rare</i>	<i>Rare</i>			
<i>Stachybotrys</i>	<i>Colony</i>						
<i>Ulocladium</i>		<i>Colony</i>				<i>Colony</i>	<i>Colony</i>
<i>Other Colored Spores</i>			<i>Rare</i>				
<i>Hyphal fragments</i>	<i>TNTC</i>	<i>TNTC</i>	<i>Rare</i>	<i>Rare</i>	<i>Rare</i>	<i>TNTC</i>	<i>TNTC</i>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

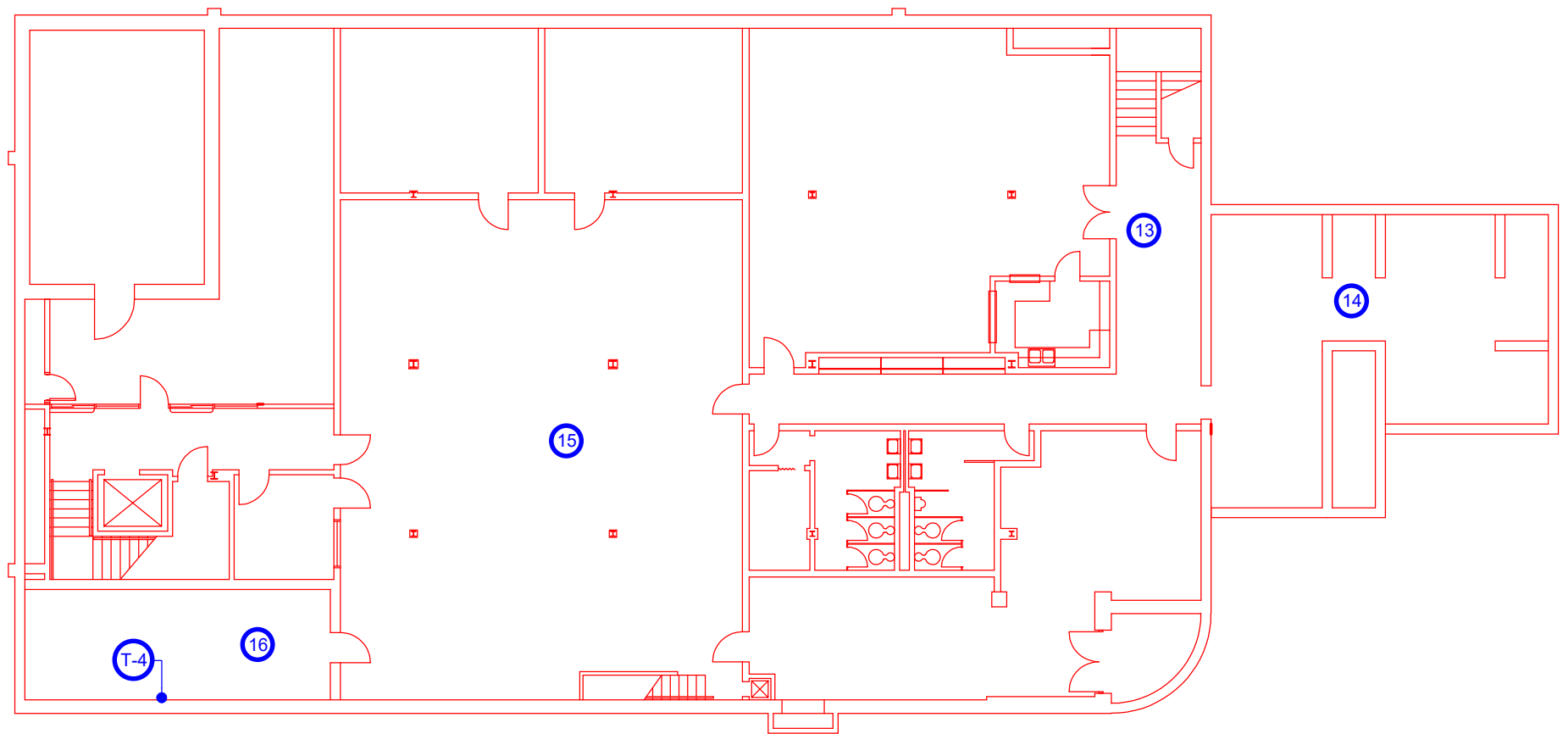
**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures



Relative Humidity 25.1%  
 Temperature 70.3 Deg. F

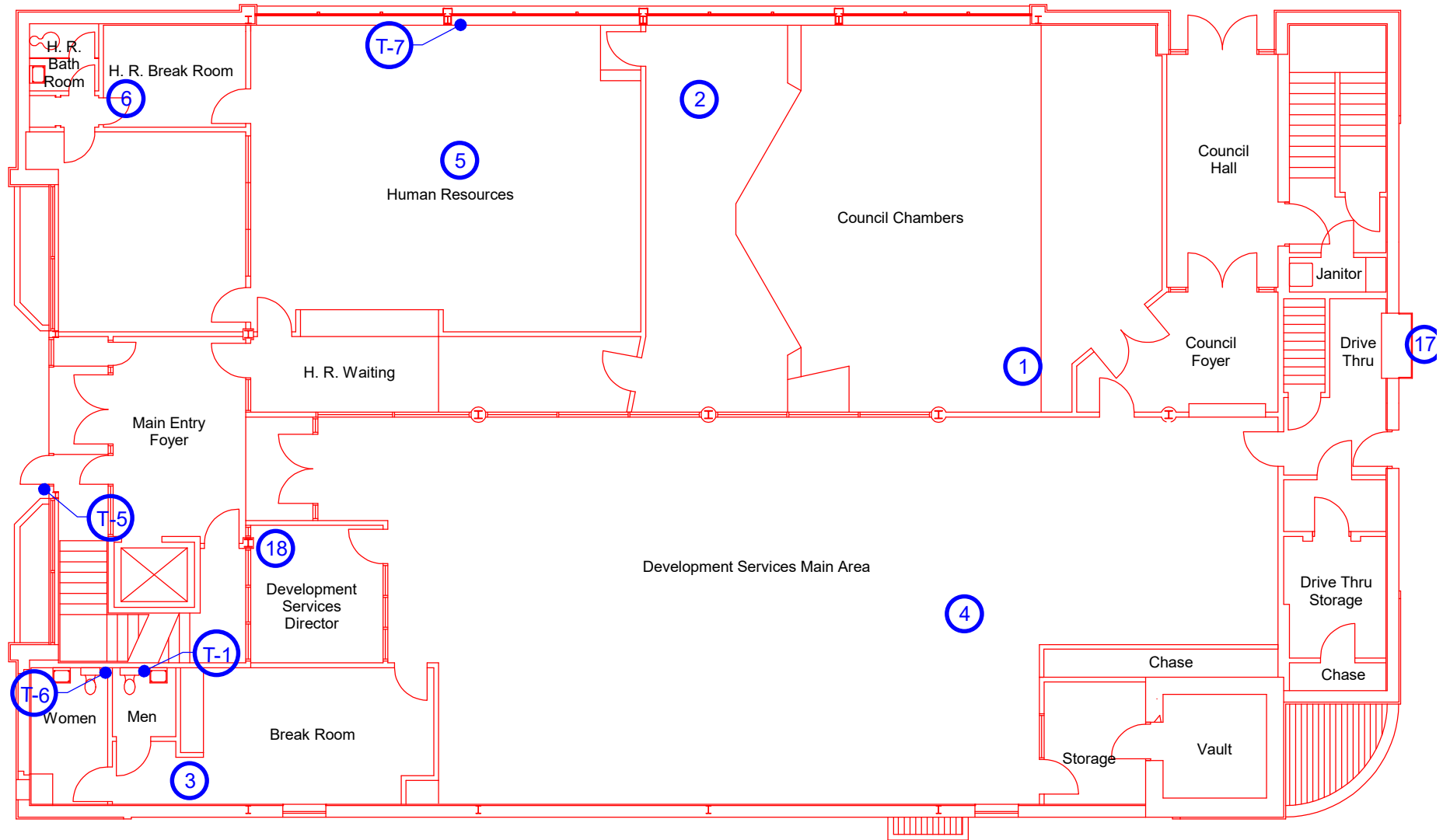
**Mold Air Sampling**  
**April 14, 2022**


  
10612 West Schimmer Drive  
 Wood River, NE 68883-9688  
 Phone 308-379-7542

Hastings City Hall  
 220 N. Hastings Ave.  
 Hastings, NE

**Basement  
 Sampling Locations**





Relative Humidity 26.0-27.5%  
 Temperature 63.3-71.0 Deg. F

**Mold Air Sampling**  
**April 14, 2022**



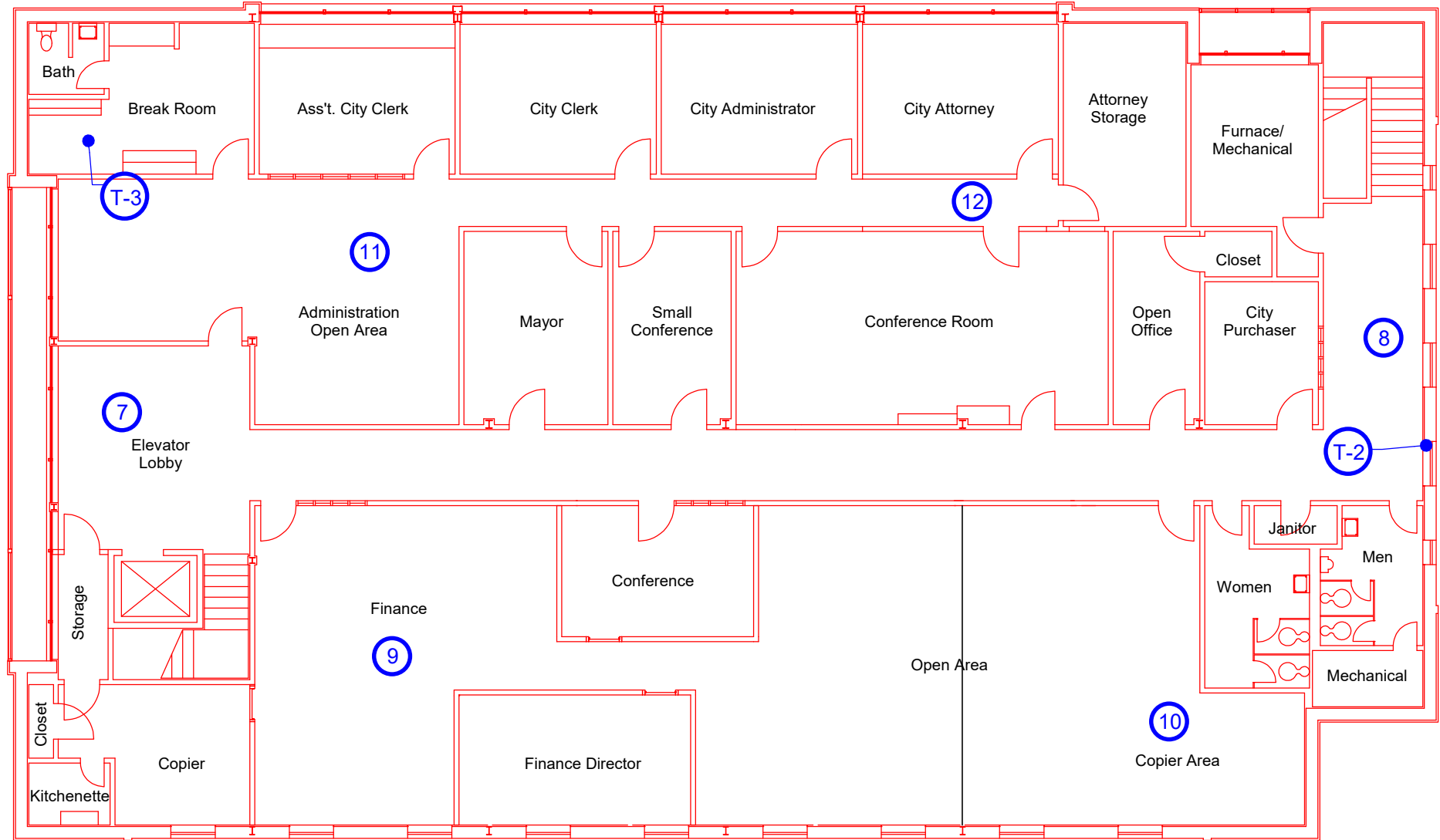
**Quad-C Consulting**

10612 West Schimmer Drive  
 Wood River, NE 68883-9658  
 Phone 308-379-7542

Hastings City Hall  
 220 N. Hastings Ave.  
 Hastings, NE

**First Floor**  
**Sampling Locations**





Relative Humidity 25.1-39.0%  
 Temperature 70.3-71.2 Deg. F

**Mold Air Sampling**  
**April 14, 2022**

**Q**uad-**C** Consulting  
 10612 West Schimmer Drive  
 Wood River, NE 68883-9698  
 Phone 308-379-7542

Hastings City Hall  
 220 N. Hastings Ave.  
 Hastings, NE

**Second Floor**  
**Sampling Locations**



**Table 3A: Air Sample Summary, Comparative – Mold Spore Count: Basement**

LOCATION	Basement - Public Access Room <sup>1</sup>	Basement - Mechanical Room <sup>1</sup>	Basement - Break Room <sup>1</sup>	Basement - Main Storage Room	Basement - Main Storage Room	Basement - Main Storage Room
SAMPLE DATE	Mar. 2020	Mar. 2020	Mar. 2020	Mar. 2020	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Ascospores</i>				<b>1</b>		
<i>Aspergillus/Penicillium-like</i>	<b>13</b>	<b>5</b>	<b>6</b>	<b>11</b>	<b>18</b>	
<i>Basidiospores</i>	<b>2</b>	<b>3</b>		<b>1</b>		
<i>Cladosporium</i>	<b>2</b>	<b>13</b>	<b>3</b>	<b>4</b>		
<i>Epicoccum</i>				<b>1</b>		
<i>Smuts/Myxomycetes/Periconia</i>	<b>1</b>	<b>1</b>				
<i>Other hyaline spores</i>	<b>1</b>	<b>1</b>		<b>1</b>		<b>2</b>
<i>Hyphal fragments</i>	<b>1</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>3</b>
<b>Total</b>	<b>20</b>	<b>25</b>	<b>10</b>	<b>23</b>	<b>19</b>	<b>5</b>

<sup>1</sup> These sample areas were not repeated in 2021 or 2022

LOCATION	Basement – SW Vault Storage Room	Basement – SW Vault Storage Room	Basement – SW Vault Storage Room	Basement - Telephone Room	Basement - Telephone Room	Basement - Telephone Room
SAMPLE DATE	Mar. 2020	Jun. 2021	Apr. 2022	Mar. 2020	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>					<b>1</b>	
<i>Ascospores</i>	<b>1</b>	<b>2</b>			<b>1</b>	<b>2</b>
<i>Aspergillus/Penicillium-like</i>	<b>7</b>	<b>41</b>	<b>1</b>	<b>4</b>	<b>16</b>	
<i>Basidiospores</i>	<b>1</b>	<b>5</b>		<b>2</b>		
<i>Cladosporium</i>	<b>1</b>	<b>8</b>	<b>7</b>	<b>1</b>		
<i>Smuts/Myxomycetes/Periconia</i>		<b>1</b>	<b>1</b>		<b>1</b>	
<i>Petriella</i>					<b>1</b>	
<i>Other hyaline spores</i>		<b>2</b>			<b>1</b>	<b>1</b>
<i>Other colored spores</i>				<b>1</b>		<b>1</b>
<i>Hyphal fragments</i>		<b>6</b>			<b>1</b>	
<b>Total</b>	<b>10</b>	<b>65</b>	<b>9</b>	<b>8</b>	<b>22</b>	<b>4</b>

LOCATION	Hallway	Hallway
SAMPLE DATE	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT
<i>Alternaria</i>	<b>2</b>	
<i>Aspergillus/Penicillium-like</i>	<b>8</b>	
<i>Basidiospores</i>		<b>2</b>
<i>Cladosporium</i>	<b>5</b>	
<i>Other hyaline spores</i>		<b>1</b>
<i>Other colored spores</i>		<b>1</b>
<b>Total</b>	<b>15</b>	<b>4</b>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**Table 3B: Air Sample Summary, Comparative – Mold Spore Count: First Floor**

LOCATION	First Floor - Finance Department	Development Services - East	Development Services - East	Development Services - Rest Room Area	Development Services - Rest Room Area	Development Services Directors Office <sup>2</sup>
SAMPLE DATE	Mar. 2020	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>				2		
<i>Aspergillus/Penicillium-like</i>	18	13	2	41		5
<i>Basidiospores</i>	1			3		
<i>Cladosporium</i>	4	1		21		3
<i>Smuts/Myxomycetes/Periconia</i>		1		1		1
<i>Stachybotrys</i>						2
<i>Other hyaline spores</i>		1		2		1
<i>Other colored spores</i>	1	1				
<i>Hyphal fragments</i>		3	3	3	1	
<b>Total</b>	27	20	5	73	1	9

<sup>2</sup> New location in April 2022

LOCATION	Council Chambers S. E.	Council Chambers S. E.	Council Chambers N. W.	Council Chambers N. W.
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>			1	
<i>Ascospores</i>			1	
<i>Aspergillus/Penicillium-like</i>	13	4	21	4
<i>Basidiospores</i>				
<i>Cladosporium</i>	4	1	3	1
<i>Epicoccum</i>			1	
<i>Smuts/Myxomycetes/Periconia</i>			2	1
<i>Other hyaline spores</i>	2	2	2	1
<i>Other colored spores</i>				2
<i>Hyphal fragments</i>	1		1	1
<b>Total</b>	20	7	32	10



LOCATION	Human Resources - Main	Human Resources - Main	Human Resources - Break Room	Human Resources - Break Room	Exterior - East Side Ambient/Control	Exterior - East Side Ambient/Control
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>					5	
<i>Ascospores</i>					7	
<i>Aspergillus/Penicillium-like</i>	5	2	73		34	1
<i>Basidiospores</i>					7	
<i>Chaetomium</i>						2
<i>Cladosporium</i>		2		1	100	2
<i>Epicoccum</i>						2
<i>Smuts/Myxomycetes/Periconia</i>						6
<i>Stachybotrys</i>	2		2			
<i>Other hyaline spores</i>		2			3	
<i>Other colored spores</i>				2		3
<i>Hyphal fragments</i>		1		1	10	5
<b>Total</b>	<b>9</b>	<b>7</b>	<b>83</b>	<b>4</b>	<b>170</b>	<b>21</b>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**41 = Values above ambient**

**Table 3C: Air Sample Summary, Comparative – Mold Spore Count: Second Floor**

LOCATION	2nd Floor Hall - West	2nd Floor Hall - West	2nd Floor Hall - East	2nd Floor Hall - East	Finance - West	Finance - West
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>			2			
<i>Ascospores</i>	1					
<i>Aspergillus/Penicillium-like</i>	18		360		30	
<i>Basidiospores</i>	1					
<i>Cladosporium</i>	7	2	26	1	3	2
<i>Epicoccum</i>				1		
<i>Smuts/Myxomycetes/Periconia</i>	1		1			2
<i>Stachybotrys</i>	1					
<i>Ulocladium</i>			20			
<i>Other hyaline spores</i>	1					3
<i>Other colored spores</i>	1					1
<i>Hyphal fragments</i>			1		1	
<b>Total</b>	<b>31</b>	<b>2</b>	<b>410</b>	<b>2</b>	<b>34</b>	<b>8</b>

LOCATION	Finance - East	Finance – Copier Area	Admin - Reception Area	Admin - Reception Area	Admin - Conference Room	Admin - Conference Room
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Ascospores</i>	1					
<i>Aspergillus/Penicillium-like</i>	9		7	1	15	
<i>Cladosporium</i>	5	1	3		3	
<i>Myxomycetes/Periconia/Smuts</i>		1				
<i>Stachybotrys</i>			1		1	
<i>Other hyaline spores</i>	1	3		1	1	
<i>Other colored spores</i>		1		1		
<i>Hyphal fragments</i>			2		2	1
<b>Total</b>	<b>16</b>	<b>6</b>	<b>13</b>	<b>3</b>	<b>22</b>	<b>1</b>

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation

**Some** 11 to 30 spores observed on sample preparation

**Common** 31-60 spores observed per sample preparation

**Many** 61 to 100 spores observed per sample preparation

**Abundant** More than 100 spores observed per sample preparation

**TNTC** Too numerous to count, but no fruiting structure observed

**Colony** Abundant or numerous spores and associated fruiting structures observed

\* Spores associated with hyphae and/or fruiting structures

**None Detected** No spore or hyphal fragment observed per sample preparation

**41 = Values above ambient**










**Table 4: Tape Lift Sample, Comparative – Mold Spore Count**

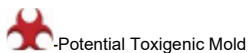
LOCATION	Development Services – Men’s Rest Room	Development Services – Men’s Rest Room	2nd Floor - East Hall Window Frame	2nd Floor - East Hall Window Frame	2nd Floor - Admin Break Room Vent	2nd Floor - Admin Break Room Vent
SAMPLE No.	T-1	T-1	T-2	T-2	T-3	T-3
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>					<i>Rare</i>	
<i>Aspergillus/Penicillium-like</i>	<i>Many</i>		<i>Some</i>		<i>Rare</i>	
<i>Chaetomium</i>			<i>Rare</i>			
<i>Cladosporium</i>			<i>Many</i>		<i>Rare</i>	
<i>Epicoccum</i>					<i>Rare</i>	
<i>Smuts/Myxomycetes/Periconia</i>					<i>Rare</i>	
<i>Stachybotrys</i>	<i>Colony</i>					
<i>Ulocladium</i>			<i>Colony</i>			
<i>Hyphal fragments</i>	<i>TNTC</i>		<i>TNTC</i>		<i>Some</i>	

LOCATION	Basement - Dev. Services Vault Wall	Basement - Dev. Services Vault Wall	1st Floor - West Entrance Exterior Door Frame	1st Floor - West Entrance Exterior Door Frame
SAMPLE No.	T-4	T-4	T-5	T-5
SAMPLE DATE	Jun. 2021	Apr. 2022	Jun. 2021	Apr. 2022
FUNGAL SPORE - COUNT	RESULT	RESULT	RESULT	RESULT
<i>Alternaria</i>			<i>Rare</i>	
<i>Aspergillus/Penicillium-like</i>	<i>Rare</i>		<i>Rare</i>	
<i>Chaetomium</i>				
<i>Cladosporium</i>			<i>Rare</i>	
<i>Epicoccum</i>				
<i>Smuts/Myxomycetes/Periconia</i>				
<i>Stachybotrys</i>				
<i>Ulocladium</i>				
<i>Hyphal fragments</i>			<i>Some</i>	

Data Interpretation Guideline:

**Rare** 1 to 10 spores observed on sample preparation  
**Some** 11 to 30 spores observed on sample preparation  
**Common** 31-60 spores observed per sample preparation  
**Many** 61 to 100 spores observed per sample preparation  
**Abundant** More than 100 spores observed per sample preparation  
**TNTC** Too numerous to count, but no fruiting structure observed  
**Colony** Abundant or numerous spores and associated fruiting structures observed  
\* Spores associated with hyphae and/or fruiting structures

Summary of Specific Mold Characteristics		
Fungi	Environmental Indicator	Growth Indoors
<i>Alternaria</i>		<i>Alternaria</i> can grow indoors on a variety of substances.
<i>Ascospores</i>	 	Ascospore is a general classification for spores produced by sexual reproduction and can include <i>Aspergillus</i> , <i>Penicillium</i> , and <i>Ascotrica</i> . Frequently found growing on damp substrates.
<i>Aspergillus/Penicillium-like</i>	 	<i>Aspergillus</i> and <i>Penicillium</i> spores are indistinguishable via direct microscopic examination. <i>Aspergillus</i> tends to colonize continuously damp materials such as damp wallboard and fabrics. <i>Penicillium</i> is commonly found in house dust, on water-damaged wallpaper, behind paint and in decaying fabrics.
<i>Basidiospores</i>		<i>Basidiospore</i> is a general classification of spore that is commonly found in gardens, forests and woodlands. They are also agents of dry, white and brown rot.
<i>Bipolaris/Dreschlera</i>		<i>Bipolaris</i> and <i>Drechslera</i> can grow on a variety of substrates.
<i>Chaetomium</i>	 	<i>Chaetomium</i> can be commonly found on damp sheetrock paper.
<i>Cladosporium</i>		<i>Cladosporium</i> is a common outdoor mold that can colonize continuously damp materials such as damp wallboard and fabrics.
<i>Epicoccum</i>		<i>Epicoccum</i> tends to colonize continuously damp materials such as damp wallboard and fabrics.
<i>Nigrospora</i>		<i>Nigrospora</i> is rarely found growing indoors.
<i>Penicillium</i>		<i>Penicillium</i> species are present in the air and dust of indoor environments, such as homes and public buildings. The fungus can be readily transported from the outdoors, and grow indoors using building material or accumulated soil to obtain nutrients for growth. <i>Penicillium</i> growth can still occur indoors even if the relative humidity is low, as long as there is sufficient moisture available on a given surface.
<i>Smuts/Myxomycetes</i>		<i>Smuts</i> do not usually grow indoors. They are parasitic plant pathogens that require a living host. <i>Myxomycetes</i> are occasionally found indoors.
<i>Stachybotrys</i>	 	<i>Stachybotrys</i> colonizes continuously wet materials such as soaked wallboard and water reservoirs for humidifiers and drip pans.
<i>Rusts</i>		<i>Rusts</i> are plant pathogens and only grow on host plants.
<i>Ulocladium</i>		<i>Ulocladium</i> contain both plant pathogens and food spoilage agents. Other species contain enzymes that are biological control agents. Some members of the genus can invade homes and are a sign of moisture because the mold requires water to thrive. They can cause plant diseases or hay fever and more serious infections in immuno-suppressed individuals.
<i>Hyphal Fragments</i>		From a lay person's view, it's reasonable to think of hyphal fragments as little pieces of plant stems or roots - except in this case the organism is not a tree or bush, but a fungal structure - mold. While some hyphal fragments might, if conditions were ripe, begin growing and eventually also lead to mold spore production, that's not really a critical focus. In our opinion, if conditions are ripe to grow mold, you'll get mold growing whether there were previously some hyphal fragments there or not.



-Potential Toxicogenic Mold



-Potential Water Indicator Mold



AEMTEK, Inc.  
466 Kato Terrace, Fremont, CA 94539  
Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
E-mail: labreports@aemtek.com  
www.aemtek.com

## Laboratory Analysis Report

AEMTEK No. 22041073

Submitted to: Quad-C Consulting  
10612 West Schimmer Drive,  
Wood River, NE 68883-9658

Attn: Gary Carson

**Purpose:** The purpose of this report is to present laboratory results obtained by analyzing the samples submitted to Aemtek, Inc. The report includes this cover and the data sheet(s).

**Limitation:** The test results presented in this report are only related to the samples supplied by the client and analyzed by Aemtek. This report shall not be reproduced, except in full, without written authorization of Aemtek. Aemtek shall have no liability to anyone with respect to any interpretations or uses of the laboratory report, decisions made or actions taken as a result of or based on the data reported. In no event shall Aemtek's liability with respect to the reported test results exceed the amount paid for the project by the client to Aemtek.

**Sample Information:** Sample identification, location, volume, weight, and area are from the client's Chain of custody. Unless specifically noted, the samples were received in acceptable condition.

**Significant Figures:** Because of the nature of the biological samples and analytical methods, the number of significant figures should generally be one of two, although the actual calculation results are reported.

**Sample Custody:** Samples accepted by Aemtek shall remain the property of client while in the custody of Aemtek. Aemtek shall retain preparation of samples for 7 days following the date of issuing this report. After the retention period, the samples shall be sterilized and discarded, unless otherwise requested by the client.

**Confidentiality:** Aemtek shall not provide analytical results or client's project information to any party other than the client, unless requested by the client, in writing, or by law.

**About Aemtek:** Aemtek, Inc. is an environmental microbiology laboratory providing reliable, fast, and expert laboratory services for the detection, identification, and analysis of microorganisms. We are committed to excellence in quality, service, and technology. The laboratory is accredited by the American Industrial Hygiene Association (AIHA) in the Environmental Microbiology Laboratory Accreditation Program (EMLAP Lab #167620).

Project ID: 22-104-01

Project Location: Hastings City Hall, Hastings, NE

Client Sampling Date: 4/14/2022

Sample Received on: 4/18/2022

Analysis Started on: 4/18/2022

Data Reported on: 4/20/2022

Approved By:

Thomas Giang  
Laboratory Manager



**AEMTEK Laboratory Analysis Report, Page 1 of 7**

Note: This report, e-mailed or faxed, contains information that is confidential, proprietary and /or privileged. It is intended only for the company/individual(s) to whom it is addressed. If you are not the intended recipient, please immediately delete/destroy this report and notify AEMTEK at 510-979-1979. Thank you for your cooperation.



# Laboratory Analysis Report

AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-Air

Sample ID	1			2			3			4			5		
Sample Location	Council Chambers - SE			Council Chambers - NW			Development Services - Rest Room Area			Development Services - East			Human Resources - Main		
Air Volume (L)	25			25			25			25			25		
Fungal Identification	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	4	160	57	4	160	40	-	-	-	2	80	40	2	80	29
Basidiospores	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cladosporium</i>	1	40	14	1	40	10	-	-	-	-	-	-	2	80	29
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	-	-	-	1	40	10	-	-	-	-	-	-	-	-	-
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Trichoderma</i> -like	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other hyaline spores	2	80	29	1	40	10	-	-	-	-	-	-	2	80	29
Other colored spores	-	-	-	2	80	20	-	-	-	-	-	-	-	-	-
Hyphal fragments	-	-	-	1	40	10	1	40	100	3	120	60	1	40	14
Total	7	280	100	10	400	100	1	40	100	5	200	100	7	280	100
Pollen/m <sup>3</sup>	-			-			80			-			-		
Insect or dust mite parts/m <sup>3</sup>	-			-			-			-			-		
Detection Limit (spores/m <sup>3</sup> )	40			40			40			40			40		
General Density	51-75%			51-75%			26-50%			1-25%			26-50%		
% Trace Analyzed	100%			100%			100%			100%			100%		

\*Note: Total counts have been rounded up

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Uyen Trinh





# Laboratory Analysis Report

AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-Air

Sample ID	6			7			8			9			10		
Sample Location	Human Resources - Break Room			2nd Floor Hall - West			2nd Floor Hall - East			2nd Floor Finance - West			2nd Floor Finance - Copier Area East		
Air Volume (L)	25			25			25			25			25		
Fungal Identification	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Basidiospores	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cladosporium</i>	1	40	25	2	80	100	1	40	50	2	80	25	1	40	17
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-	-	1	40	50	-	-	-	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	-	-	-	-	-	-	-	-	-	2	80	25	1	40	17
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Trichoderma</i> -like	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other hyaline spores	-	-	-	-	-	-	-	-	-	3	120	38	-	-	-
Other colored spores	2	80	50	-	-	-	-	-	-	1	40	13	1	40	17
Hyphal fragments	1	40	25	-	-	-	-	-	-	-	-	-	3	120	50
Total	4	160	100	2	80	100	2	80	100	8	320	100	6	240	100
Pollen/m <sup>3</sup>	-			-			-			-			-		
Insect or dust mite parts/m <sup>3</sup>	-			-			-			-			-		
Detection Limit (spores/m <sup>3</sup> )	40			40			40			40			40		
General Density	1-25%			1-25%			26-50%			26-50%			76-100%		
% Trace Analyzed	100%			100%			100%			100%			100%		

\*Note: Total counts have been rounded up

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Uyen Trinh



# Laboratory Analysis Report

AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-Air

Sample ID	11			12			13			14			15		
Sample Location	2nd Floor Admin - Reception Area			2nd Floor Admin - Office Hallway, East End			Basement - Hallway			Basement - Telephone Room			Basement - Main Room		
Air Volume (L)	25			25			25			25			25		
Fungal Identification	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-	2	80	18	-	-	-
<i>Aspergillus/Penicillium</i> -like	1	40	33	-	-	-	-	-	-	5	200	45	-	-	-
Basidiospores	-	-	-	-	-	-	2	80	50	-	-	-	-	-	-
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cladosporium</i>	-	-	-	-	-	-	-	-	-	3	120	27	-	-	-
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Trichoderma</i> -like	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other hyaline spores	1	40	33	-	-	-	1	40	25	1	40	9	2	80	40
Other colored spores	1	40	33	-	-	-	1	40	25	-	-	-	-	-	-
Hyphal fragments	-	-	-	1	40	100	-	-	-	-	-	-	3	120	60
Total	3	120	100	1	40	100	4	160	100	11	440	100	5	200	100
Pollen/m <sup>3</sup>	-			-			-			-			-		
Insect or dust mite parts/m <sup>3</sup>	-			-			-			-			-		
Detection Limit (spores/m <sup>3</sup> )	40			40			40			40			40		
General Density	26-50%			1-25%			1-25%			76-100%			1-25%		
% Trace Analyzed	100%			100%			100%			100%			100%		

\*Note: Total counts have been rounded up

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Uyen Trinh



AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

## Laboratory Analysis Report

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-Air

Sample ID	16			17			18		
Sample Location	Basement - Dev Services Vault			Exterior - East Side			1st Floor - Dev Services Director Office		
Air Volume (L)	25			25			25		
Fungal Identification	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%	Count	Spores/m <sup>3</sup>	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	1	40	11	-	-	-	5	200	42
Basidiospores	-	-	-	1	40	5	-	-	-
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	2	80	10	-	-	-
<i>Cladosporium</i>	7	280	78	2	80	10	3	120	25
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	2	80	10	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	-	-	-	6	240	29	1	40	8
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	2	80	17
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-
<i>Trichoderma</i> -like	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-
Other hyaline spores	1	40	11	-	-	-	-	-	-
Other colored spores	-	-	-	3	120	14	1	40	8
Hyphal fragments	-	-	-	5	200	24	-	-	-
Total	9	360	100	21	840	100	12	480	100
Pollen/m <sup>3</sup>	-			-			-		
Insect or dust mite parts/m <sup>3</sup>	-			-			-		
Detection Limit (spores/m <sup>3</sup> )	40			40			40		
General Density	26-50%			51-75%			26-50%		
% Trace Analyzed	100%			100%			100%		

\*Note: Total counts have been rounded up

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Uyen Trinh



# Laboratory Analysis Report

AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-BDST

Sample ID	T-1	T-2	T-3	T-4	T-5
Sample Location	Development Services - Mens Rest Room	2nd Floor - East Hall Window Frame	2nd Floor - Admin Break Room Vent	Basement - Dev. Services Vault Wall	1st Floor - West Entrance Exterior Door Frame
Sample Type	TAPELIFT	TAPELIFT	TAPELIFT	TAPELIFT	TAPELIFT
Fungal Identification	Characterization	Characterization	Characterization	Characterization	Characterization
<i>Acremonium</i>	-	Colony	-	-	-
<i>Alternaria</i>	-	Rare	Some	-	Rare
Ascospores	-	-	-	-	-
<i>Aspergillus</i>	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	TNTC	-	Rare	Rare	Rare
<i>Aureobasidium</i>	-	-	-	-	-
Basidiospores	-	-	Rare	Rare	-
<i>Bipolaris Dreschlera</i>	-	Rare	-	-	-
<i>Botrytis</i>	-	-	-	-	-
<i>Ceratocystis/Ophiostoma</i>	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-
<i>Cladosporium</i>	-	Rare	Some	Rare	Rare
<i>Curvularia</i>	-	-	-	-	-
<i>Epicoccum</i>	-	-	Rare	-	Rare
<i>Mucor</i>	-	-	-	-	-
<i>Myxomycetes/Periconia/Rust/Smut</i>	-	-	Rare	-	-
<i>Nigrospora</i>	-	-	Rare	Rare	-
<i>Penicillium</i>	Colony	-	-	-	-
<i>Petriella</i>	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-
<i>Stachybotrys</i>	Colony	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-
<i>Ulocladium</i>	-	Colony	-	-	-
Other hyaline spores	-	-	-	-	-
Other colored spores	-	-	Rare	-	-
Hyphal fragments	TNTC	TNTC	Rare	Rare	Rare

Method ID: SOP AF102

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Data Interpretation Guideline:

Rare: 1 to 10 spores observed per sample preparation  
 Some: 11 to 30 spores observed per sample preparation  
 Common: 31-60 spores observed per sample preparation  
 Many: 61 to 100 spores observed per sample preparation  
 Abundant: More than 100 spores observed per sample preparation

TNTC: Too numerous to count, but no fruiting structure observed  
 Colony: Abundant or numerous spores and associated fruiting structures observed  
 \*: Spores associated with hyphae and/or fruiting structures  
 None Detected: No spore or hyphal fragment observed per sample preparation

Performed by: Uyen Trinh



AEMTEK, Inc.  
 466 Kato Terrace, Fremont, CA 94539  
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980  
 E-mail: labreports@aemtek.com  
 www.aemtek.com

## Laboratory Analysis Report

Data Sheet

AEMTEK No. 22041073

Project ID: 22-104-01  
 Project Location: Hastings City Hall, Hastings, NE

Submitted to:  
 Quad-C Consulting  
 Wood River, NE 68883-9658

Analysis Performed: Fungal Direct Examination-BDST

Sample ID	T-6	T-7
Sample Location	Dev. Services Women's Restroom	Human Resources, North Window
Sample Type	TAPELIFT	TAPELIFT
Fungal Identification	Characterization	Characterization
<i>Acremonium</i>	-	-
<i>Alternaria</i>	-	-
Ascospores	-	-
<i>Aspergillus</i>	-	-
<i>Aspergillus</i> / <i>Penicillium</i> -like	Common	-
<i>Aureobasidium</i>	-	-
Basidiospores	-	-
<i>Bipolaris Dreschlera</i>	-	-
<i>Botrytis</i>	-	-
<i>Ceratocystis</i> / <i>Ophiostoma</i>	-	-
<i>Chaetomium</i>	Colony	-
<i>Cladosporium</i>	-	-
<i>Curvularia</i>	-	-
<i>Epicoccum</i>	-	-
<i>Mucor</i>	-	-
<i>Myxomycetes</i> / <i>Periconia</i> / Rust / Smut	-	-
<i>Nigrospora</i>	-	-
<i>Penicillium</i>	-	-
<i>Petriella</i>	-	-
<i>Pithomyces</i>	-	-
<i>Stachybotrys</i>	-	-
<i>Stemphylium</i>	-	-
<i>Ulocladium</i>	Colony	Colony
Other hyaline spores	-	-
Other colored spores	-	-
Hyphal fragments	TNTC	TNTC

Method ID: SOP AF102

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

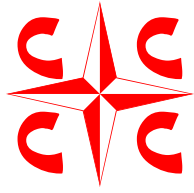
Data Interpretation Guideline:

Rare: 1 to 10 spores observed per sample preparation  
 Some: 11 to 30 spores observed per sample preparation  
 Common: 31-60 spores observed per sample preparation  
 Many: 61 to 100 spores observed per sample preparation  
 Abundant: More than 100 spores observed per sample preparation

TNTC: Too numerous to count, but no fruiting structure observed  
 Colony: Abundant or numerous spores and associated fruiting structures observed  
 \*: Spores associated with hyphae and/or fruiting structures  
 None Detected: No spore or hyphal fragment observed per sample preparation

Performed by: Uyen Trinh

AEMTEK Laboratory Analysis Report, Data Sheet 7 of 7



**Q**uad-**C** **C**onsulting

---

---

**Basement & Finance Office  
Hastings City Hall  
220 N Hastings Ave.  
Hastings, Nebraska**

**Recommendations  
April 2020**

---

---

10612 West Schimmer Drive  
Wood River, NE 68883  
Phone 308-379-7542  
E-Mail [garyhcarson@msn.com](mailto:garyhcarson@msn.com)

---

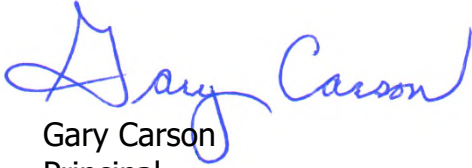
---

**“QC In Everything We Do”**

# **INTRODUCTION**

April 22, 2020

Quad-C Consulting offers the following recommendations as a supplement to the "Asbestos Sampling Report" dated March 2020.



Gary Carson  
Principal  
Quad-C Consulting  
Wood River, NE 68883

# SUSPECT ASBESTOS CONTAINING MATERIALS

The following materials were determined by laboratory analysis to contain asbestos at a regulated level.

## BULK SAMPLE RESULTS Basement

Sample #	Sample Location	Description	Asbestos Content
1	Basement, Southwest Vault	9x9 VFT, Green	<b>PC 4.6% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
3	Basement, Break Room	9x9 VFT, Light Brown	<b>PC 4.3% Chrysotile</b>
		Black Mastic	<b>PC 0.5% Chrysotile</b>
4	Basement, Break Room	9x9 VFT, Med. Brown	<b>PC 4.0% Chrysotile</b>
		Black Mastic	<b>PC 0.25% Chrysotile</b>
6	Basement, Hallway	9x9 VFT, Brown	<b>PC 3.3% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
7	Basement, Telephone Room	9x9 VFT, Brown	<b>PC 3.5% Chrysotile</b>
		Black Mastic	<b>None Detected</b>
8	Basement, Public Access Closet	Duct Paper, Grey	<b>60% Chrysotile</b>
9	Basement, Break Room	Textured Ceiling	<b>PC 3.3% Chrysotile</b>
		Plaster Scratch Coat Substrate	<b>None Detected</b>
11	Basement, General Storage Room	Textured Ceiling, White/brown	<b>PC 8.7% Chrysotile</b>
13	Basement, Telephone Room	Mudded Elbow	<b>30% Chrysotile</b>

## Finance Office

Sample #	Sample Location	Description	Asbestos Content
15	Finance Office	Textured Ceiling, White/brown	<b>PC 9.7% Chrysotile</b>

Note: Chrysotile is a form of asbestos. PC = Point Count. Any amount highlighted in red is a regulated level in Nebraska. VFT = Vinyl floor Tile.

See original report for sampling locations and photo log.



## RECOMMENDATIONS

**Friable ACM** - any material containing more than one percent asbestos (as determined by Polarized Light Microscopy), that when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. The above materials classified as Friable are listed below.

Sample #	Sample Location	Description
8	Basement, Public Access Closet	Duct Paper, Grey
9	Basement, Break Room	Textured Ceiling
11	Basement, General Storage Room	Textured Ceiling, White/brown
13	Basement, Telephone Room	Mudded Elbow

**Non-friable ACM** - any material containing more than one percent asbestos (as determined by Polarized Light Microscopy), that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Non-friable asbestos is further divided into Categories I and II. Category I includes packings, gaskets, resilient floor covering, and asphalt roofing. Category II includes any material not in Category I. The above materials classified as non-Friable are listed below.

Sample #	Sample Location	Description
1	Basement, Southwest Vault	9x9 VFT, Green
3	Basement, Break Room	9x9 VFT, Light Brown
4	Basement, Break Room	9x9 VFT, Med. Brown
6	Basement, Hallway	9x9 VFT, Brown
7	Basement, Telephone Room	9x9 VFT, Brown

All materials like those listed above in locations other than where these samples were collected are to be considered as being asbestos containing.

The mere presence of asbestos in a building does not mean that the health of the building occupants is endangered. When left intact and undisturbed, asbestos-containing materials do not pose a health risk to building occupants. See "Asbestos TEM Sampling Report" dated March 27, 2020.

There is, however, potential for exposure when the material becomes damaged or disturbed. Unauthorized removal or disturbance of asbestos is not only dangerous, it is also illegal. When materials are exposed or disturbed, asbestos fibers can become airborne and pose an inhalation hazard.

Instead of removing all asbestos containing material upon discovery, the Environmental Protection Agency (EPA) recommends an in-place management program for the existing asbestos materials. EPA and State of Nebraska only requires asbestos removal in order to prevent public exposure to asbestos, such as during building renovation or demolition.

All staff, visitors, and external contractors and consultants that may come in contact or disturb the above materials are expected to follow these requirements:

1. Be informed that ACM is present.
2. Do not clean, damage, disturb, or remove asbestos-containing materials unless trained and authorized.
3. Report suspected asbestos debris or damaged asbestos containing materials.

City of Hastings should consider the following:

1. Conduct a complete building survey of all spaces internally and externally to determine presence of ACM.
2. At conclusion of a complete building survey implement an operations and management (O&M) plan for any asbestos remaining in the building to include the following elements:
  - a. Training: Custodial and maintenance staff should receive training.
  - b. Occupant Notification: A program to tell workers, tenants, and building occupants where ACM is located, and how and why to avoid disturbing the ACM. All persons potentially affected should be properly informed.
  - c. Monitoring ACM: Regular ACM monitoring to note, assess, and document any changes in the ACM's condition.
  - d. Job-Site Controls for Work Involving ACM: Work control/permit system to control activities which might disturb ACM.
  - e. Safe Work Practices: O&M work practices to avoid or minimize fiber release during activities affecting ACM.
  - f. Recordkeeping: To document O&M activities.
  - g. Worker Protection: Medical and respiratory protection programs, as applicable.
3. Before renovation of the basement develop an "Asbestos Abatement Scope of Work", solicit abatement bids, and contract for abatement of the area to be impacted.