

**CONTRACT DOCUMENTS AND SCOPE OF WORK
FOR**

**FORMER MIDDLE SCHOOL
ASBESTOS CONTAINING MATERIALS (ACM)
ABATEMENT**

CITY OF HASTINGS

CH 2026-43

**Proposals Will Be Opened Promptly At
4:00 PM, Tuesday, August 11, 2026**

Bid Submitted By: _____



ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the: **Hastings Former Middle School Asbestos Containing Materials (ACM) Abatement, CH 2026-43** until 4:00 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Tuesday, August 11, 2026, at which time and place all bids will be publicly opened and read aloud.

Brief description of project: Hastings Former Middle School Asbestos Containing Materials (ACM) Abatement. 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 City of Hastings, 1228 N Denver Avenue, 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. 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No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.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 9th day of July 2026.

Tyler Ficken, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication
July 14, 2026
July 21, 2026

INSTRUCTIONS TO BIDDERS

All Proposals shall be submitted on the Proposal forms hereto attached. Receipt of addendums if any, shall be acknowledged on the Proposal form.

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 Scope of Work herein, who has exceptions to those called for in the Scope of Work, must so state in the space provided below and attach a letter explaining in detail the exceptions taken to those required in the Scope of Work. 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 Scope of Work.

EXCEPTIONS TO SCOPE OF WORK:

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 Scope of Work 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 Scope of Work 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 SCOPE OF WORK

CONTRACT NO: CH 2026-43

**Hastings Former Middle School
Asbestos Containing Materials (ACM) Abatement**

City of Hastings

1228 North Denver Avenue, Hastings, NE

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Lee Vrooman
Director of Engineering
City of Hastings
1228 N. Denver Avenue
PO Box 289 (68902)
Hastings, NE 68901

Ph# 402-462-3657
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

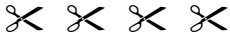
Renae Griess
Administrative Assistant – Engineering Dept, City of Hastings
Ph# 402-462-3665
Fax# 402-462-3666 Email: bidquestions@cityofhastings.org



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 2026-43 Hastings Former Middle School Asbestos Containing Materials (ACM) Abatement Bid Opens: Tuesday, August 11, 2026 @ 4:00 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 4:00 pm deadline.

**FORMAL PROPOSAL FOR
HASTINGS FORMER MIDDLE SCHOOL ASBESTOS-CONTAINING
MATERIALS (ACM) ABATEMENT
FOR
CITY OF HASTINGS
HASTINGS, NEBRASKA
Contract No. CH 2026-43**

City of Hastings
1228 N Denver Ave
Hastings, NE 68901

Issue Date: 7/9/2026 Return Date on or Before: 8/11/2026 Tuesday @ 4:00 p.m. CDT

The undersigned bidder, having read and examined the Scope of Work 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, Scope of Work, and contract document forms do hereby agree to complete the **Former Middle School Asbestos-Containing Materials (ACM) Abatement**, 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.

THIS PROJECT IS SALES TAX EXEMPT

BID FOR MIDDLE SCHOOL ASBESTOS ABATEMENT

Item No.	Description	Unit Price	Sales Tax	Total Price
1	Complete asbestos abatement in accordance with the Contract Documents	LUMP SUM	\$	\$
TOTAL BASE PRICE FOR BID				
<i>(Price In Words)</i>			\$	
Written. In case of discrepancy, the written amount will govern. Removal and disposal of asbestos-containing/contaminated material as outlined in the Scope of Work, Drawings, and the 2009 B2E Asbestos Survey Report, attached as Appendix A.				

PRICE FOR BASE BID INCLUDES

- Removal of all ACM identified in the 2009 B2E Survey Report.
- Exploratory demolition required to locate concealed ACM of identified material types.
- Containments, negative air equipment, worker protection, notifications, disposal, permits, cleanup, and project closeout.
- All labor, equipment, supervision, overhead, profit, taxes, transportation, and incidentals.
- No additional compensation will be made for ACM identified in, reasonably inferable from, or directly associated with materials documented in the 2009 B2E Survey Report, including reasonable variations in quantity and concealed occurrences of identified material types.
- Removal of ACM located within directly associated spaces, including attached closets, storage rooms, alcoves, vestibules, mechanical rooms, and similar subordinate spaces containing the same identified ACM.
- Removal of asbestos-containing pipe insulation debris, residue, and fallen insulation associated with identified asbestos-insulated piping.

UNIT PRICE SCHEDULE (CHANGE ORDERS ONLY)

These Unit Prices shall apply only to asbestos-containing materials not identified in the 2009 B2E Survey Report and only after written authorization from the Owner.

Description (Includes Disposal)	Unit Price
Pipe insulation run <4 in. OD (LF)	\$ _____
Pipe insulation run 4-6 in. OD (LF)	\$ _____
Pipe insulation run >6 in. OD (LF)	\$ _____
Pipe fitting insulation all sizes (Each)	\$ _____
Boiler insulation (SF)	\$ _____
Floor tile single layer no mastic (SF)	\$ _____
Floor tile double layer no mastic (SF)	\$ _____
Floor tile single layer & mastic (SF)	\$ _____
Carpet & floor tile (SF)	\$ _____
Carpet, floor tile & mastic (SF)	\$ _____
Carpet and mastic (SF)	\$ _____
Wood floor over floor tile (SF)	\$ _____
Wood floor over floor tile and mastic (SF)	
Vinyl base & adhesive (LF)	\$ _____

Description (Includes Disposal)	Unit Price
HVAC duct tape (LF)	\$ _____
Roofing ACM non-friable (SF)	\$ _____
Roofing ACM non-friable (LF)	\$ _____
Window glazing compound (LF)	\$ _____
Interior or Exterior caulk (LF)	\$ _____
Transite panels (SF)	\$ _____
Ceiling texture (SF)	\$ _____
ACM-Contaminated Debris (CF)	\$ _____
ACM-Contaminated Soil (CF or CY)	\$ _____
Asbestos Fire Curtain (per curtain)	\$ _____
Stainless Steel Sink Undercoating	\$ _____
Fire Door (single) & Transom Panel	\$ _____
Additional Containment Setup/Teardown	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
LF = lineal feet; SF = square feet; CF = cubic feet; MF = fitting; CY = cubic yard	

Unit Prices shall not apply to ACM identified in, reasonably inferable from, or directly associated with materials documented in the 2009 B2E Asbestos Survey Report. Unit Prices may only be used for Owner-authorized Change Order work determined to be outside the Base Bid scope.

CHANGE ORDER REQUIREMENTS

Additional compensation shall be considered only when all of the following conditions are met:

1. The material was not identified, reasonably inferable, or directly associated with ACM documented in the 2009 B2E Asbestos Survey Report.
2. The material is determined by the Owner's Representative to be outside the Base Bid scope.
3. The material is confirmed to be ACM, where applicable.
4. The Contractor provides written notice before disturbing the material.
5. The Owner issues a written Change Order authorization before the work proceeds.

Exceptions (must select one)? Yes _____ No _____

Proposed start date of work: _____
Proposed completion date of work: _____
Proposed daily work hours: _____
Proposed days of week for work: (Circle) M T W T F S S

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.

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of the following Addenda issued during the bidding period and confirms that the Bid Price reflects all changes contained therein:

Addendum No.	Date Issued	Bidder's Initials
1		
2		

By submitting this Bid, the Bidder acknowledges that the Base Bid includes the removal and proper disposal of all ACM identified in the asbestos survey report and associated drawings, including ACM located within directly associated spaces and subordinate areas reasonably functioning as part of the identified room or location.

The Bidder further acknowledges that estimated quantities contained within the asbestos survey are provided for bidding purposes and that minor differences in actual quantities resulting from normal estimating practices do not constitute grounds for a Change Order.

The Bidder understands that asbestos-containing materials not identified in the asbestos survey report, or concealed asbestos-containing materials that were not reasonably observable during the original survey, shall be brought to the attention of the Owner's Representative for evaluation. Such work shall only be performed upon written authorization by Change Order.

Davis Bacon

The Bidder acknowledges that the Work is funded in whole or in part by U.S. EPA Brownfields Cleanup Cooperative Agreement No. 4B-96723201 and is subject to the Davis-Bacon Act (40 U.S.C. §§ 3141 through 3148), the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, Executive Order 13706, and the Build America, Buy America Act, as set forth in Section 3-21 of the Technical Specifications. The Bid Price reflects full compliance with the applicable Wage Determination attached as Appendix B (U.S. DOL General Decision No. NE20260064, State of Nebraska, Construction Type "Building," County of Adams, Modification 1 dated May 18, 2026). The Bidder further acknowledges its obligation to submit weekly certified payrolls (Form WH-347), to post the Wage Determination and DOL Poster WH-1321 at the site of the work, and to retain payroll records for not less than three (3) years following project completion.

Bidder's Initials: _____

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 _____, 2026, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and _____ 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 **Hastings Former Middle School Asbestos Containing Materials (ACM) Abatement CH 2026-43**.

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.

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

Complete Asbestos Abatement in accordance with the Contract Documents

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.

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.

	_____	Principal
(SEAL)	_____	Street Address
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
	_____	Surety
ATTEST:	_____	
_____	By: _____	
_____	Title: _____	

AFFIDAVIT

[illegible]

I _____, _____
Name Title

of _____
Firm Name

do hereby certify that all subcontractors, vendors, persons or firms who have furnished labor or material for the _____

have been fully paid and that all taxes have been paid.

Signature

Date

Subscribed and sworn to me this _____ day of _____, 20_____

Notary Public

My commission expires _____.

A signed and notarized copy of affidavit must be in City of Hastings file before final payment may be made.

Copy of forms will be supplied by City of Hastings prior to final payment.

Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

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? ☐ Yes ☐ No	Was item depreciable? ☐ Yes ☐ No
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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

FORM
17

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 Scope of Work 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 Scope of Work.

1.107 City. The word "City" as used in these Scope of Work 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 Scope of Work, 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 scope of work item included in the contract or described in any subdivision of the text of the supplemental scope of work 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 Scope of Work.

1.121 Project. The specific work as described in the scope of work 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 therefore.

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 Scope of Work. See Section II Special Provisions.

1.127 Scope of Work. The general term comprising all the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental Scope of Work 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, Scope of Work, Special Provisions, and Site of Work.. The bidder is required to examine carefully the site, and the proposal, plans, Scope of Work, 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 Scope of Work, 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 Scope of Work.

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 Scope of Work to determine their quality and fitness for the work. Unless otherwise noted a Material Guaranty is not required for this project.

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 Scope of Work. The intent of the Scope of Work is to provide for the 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 Scope of Work 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.

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 Scope of Work will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of abatement.

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.

The bidder is directed to the Engineer for information relating to available right-of-way.

1.402 Special Work. Any conditions not covered by these standard Scope of Work 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. Note applicable.

1.406 Rights In and Use of Materials Found on the Right-of-Way.

Not applicable.

1.407 Right-of-Way. Not applicable.

1.408 Railroad Crossings. Not applicable.

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 this work plan.

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.

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 scope of work. 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, Scope of Work, Special Provisions and Supplemental Conditions. The Scope of Work, the supplemental conditions, 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 Scope of Work, 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. Not applicable.

1.507 Authority and Duties of Inspector. The City has appointed Atlas Technical Consultants as its inspector and City's representative for 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 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. Not applicable.

- 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 Scope of Work. 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 notification by the Contractor or his authorized representative that the work is completed, the Engineer shall make a final inspection 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 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.

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.

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 Scope of Work 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 or Owner's Representative. 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 Scope of Work, 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. Not applicable.

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. Not applicable.

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.
- 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 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 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 Scope of Work, or 2) the giving of or failure to give directions or instructions by the Engineer or Owner's Representative, 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, Engineer or Owner's Representative 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, Engineer or Owner's Representative is brought by a third party, the Contractor shall indemnify and defend the City, Engineer, Owner's Representative 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, the city of Hastings’ Owner’s Representative, Atlas Technical Consultants and the Community Redevelopment Authority 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 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:

Each Occurrence Limit	\$5,000,000
Products/Completed Operations	\$5,000,000

General Aggregate Limit	\$5,000,000
Personal and Advertising Injury	\$5,000,000

- Above limits may be achieved via primary policy or combination of primary and excess policy that follows the form of underlying coverage.

1.708.6 Contractor's Pollution Liability

Limits of at least: \$2,000,000 per occurrence; \$2,000,000 aggregate

- If the Subcontractor's or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions. Coverage for remediation and disposal of mold shall be included in the pollution coverage. Coverage for asbestos work to be indicated as included either in pollution coverage or as a separate policy of insurance
- Contractor shall name city and Community Redevelopment Authority as an additional insured on a primary and noncontributory basis on the pollution/asbestos policies.

1.708.7 Riggers Liability – Not Applicable.

1.708.8 Automobile Liability Insurance. This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability	\$1,000,000 each accident
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1.708.9 Umbrella Liability Policy. – Not Applicable.

1.708.10 Professional Liability. – Not Applicable.

1.708.11 Transportation Insurance – Not Applicable.

1.708.12 Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

1.708.13 Property Insurance (Builder's Risk) – Not Applicable.

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 Scope of Work, 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 site security or a 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 or Owner's Representative, weather or other conditions are unfavorable to its satisfactory prosecution. Work shall also be suspended at the direction of the Engineer or Owner's Representative 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 or Owner's Representative. When the conditions causing suspension no longer exist, such written notice shall be given to the Contractor by the Engineer or Owner's Representative. 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 Scope of Work, 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

NOT APPLICABLE

SECTION 3 ASBESTOS REMOVAL

SECTION 3-1 SCOPE OF WORK

3-1.1 General

The Work includes furnishing all labor, equipment, materials, and transportation required for the proper and safe removal, handling, and disposal of asbestos-containing and asbestos-contaminated materials (ACM) within the Hastings Former Middle School (the "Middle School"), located at 714 W. 5th Street, Hastings, Nebraska 68901 (Adams County). This is the legal project address and shall be the sole address used on all federal, state, and local notifications, waste manifests, shipment records, and project submittals under this Contract.

3-1.2 Addresses

The Middle School has been referenced in prior documents including the 2009 B2E Asbestos Survey Report (Appendix A) under addresses of 550 North Hastings Avenue and 505 North Hastings Avenue. All three addresses refer to the same building and parcel. Historical addresses are provided for reference only and shall not appear on any regulatory notification, submittal, waste shipment record, or manifest.

3-1.3 Contractor Responsibility

The Contractor shall remove, package, transport, and dispose of all ACM identified for removal under this Contract in accordance with all applicable federal, state, and local regulations.

3-1.4 Interpretation of Asbestos Survey and Contract Scope

The asbestos survey report and associated drawings identify the ACM included in the Work. The Contractor shall include in the Base Bid the removal and proper disposal of all ACM identified in the survey and drawings, including all asbestos-containing pipe insulation so identified.

For bidding and construction, ACM identified within a room shall be interpreted to include the identified material within that room and directly associated spaces, including attached closets, storage rooms, alcoves, vestibules, and mechanical rooms containing the same ACM, unless specifically excluded by the Contract Documents.

Loose asbestos-containing pipe insulation debris, residue, or fallen insulation located beneath, adjacent to, or otherwise associated with identified asbestos-insulated piping within the documented work areas shall be considered part of the associated pipe insulation removal and shall be included in the Base Bid.

Estimated quantities in the survey are based on observations, professional judgment, and conditions accessible at the time of inspection. Minor variances between estimated and actual field quantities attributable to normal estimating practice shall not, by themselves, justify a Change Order.

3-1.5 Suspect Materials Discovered During Work

Reasonable efforts have been made to identify ACM within the project area. If additional suspect ACM is encountered during the Work, the Contractor shall immediately stop work in the affected area and notify the Owner's Representative, who will coordinate sampling and determine whether the material is ACM. Removal of suspect materials not identified in the survey or not reasonably interpreted as part of the identified work scope shall not proceed until written authorization is issued by the Owner or Owner's Representative.

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3-1.6 Concealed or Unidentified ACM

If ACM is encountered within concealed walls, ceilings, floors, pipe chases, or other inaccessible building components that were not reasonably observable during the original survey, the Contractor shall immediately notify the Owner's Representative. Concealed ACM that was identified, reasonably inferable, or associated with materials documented in the 2009 B2E Asbestos Survey Report shall be considered part of the Base Bid. Concealed ACM that was not reasonably identifiable from the original survey shall be evaluated by the Owner's Representative to determine whether it constitutes additional work eligible for a Change Order.

SECTION 3-2 PROJECT ASBESTOS SURVEY

Located at the end of this Section as **Appendix A** is the Asbestos Survey Report prepared by B2 Environmental, Inc. (B2E), dated August 26, 2009 (B2E Project No. 20052.0001), titled "Asbestos Survey Report - Hastings Middle School." This report provides the location, quantity, friability, and NESHAP category of asbestos-containing materials (ACM) identified within the Middle School. The Contractor is advised that the 2009 B2E report identifies the building under the historical address "550 North Hastings Avenue" on its cover and "505 North Hastings Avenue" in its narrative and ACM tables; both references describe the same building now addressed as **714 W 5th Street, Hastings, Nebraska 68901**, which is the address that shall govern this Contract and all related regulatory notifications.

The Contractor shall perform due diligence during the bid period, including the mandatory site walk-through, to evaluate site conditions. The Contractor acknowledges that the 2009 B2E Asbestos Survey Report reflects conditions observed at the time of the survey and that the building has been vacant since approximately 2008.

3-2.1 Exploratory Investigations

The Contractor shall include in the Base Bid all labor necessary to locate, access, and remove concealed asbestos-containing materials identified, reasonably inferable, or directly associated with materials documented in the 2009 B2E Asbestos Survey Report.

Exploratory investigation may include selective demolition within:

- wall cavities
- pipe chases
- above suspended ceilings
- beneath flooring systems
- behind built-in casework
- auditorium seating
- mechanical and electrical penetrations

Exploratory demolition shall be performed in a controlled manner that minimizes unnecessary damage to structural and architectural components while providing sufficient access for complete ACM removal.

No additional compensation will be provided for ACM of the material types identified in the 2009 survey.

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3-2.2 Asbestos-Containing Materials to be Removed.

The asbestos-containing materials (ACM) identified in the 2009 B2E Asbestos Survey Report (Appendix A) constitute the basis of the Base Bid. Appendix A is incorporated into these Contract Documents by reference and contains the detailed sample inventory, laboratory analytical results, homogeneous area descriptions, estimated quantities, and material locations.

The Base Bid shall include removal, transportation, and disposal of the following ACM identified in Appendix A (Material descriptions listed below are provided as a general summary only):

- Vinyl floor tile and associated black mastic
- Boiler insulation, block insulation, and mudded insulation
- Pipe insulation and associated fitting insulation
- Transite panels
- Built-up roofing, flashing, and mastics
- Vinyl base and associated adhesive
- HVAC duct joint covering and tape
- Window glazing compound and exterior caulking
- Any other asbestos-containing material identified in Appendix A

The requirements of Section 3-1, Scope of Work, shall govern interpretation of ACM locations, associated spaces, estimated quantities, concealed ACM, and newly discovered suspect materials.

The 2009 B2E Asbestos Survey Report (Appendix A) shall govern ACM material descriptions, locations, and estimated quantities, subject to the scope interpretations contained in Section 3-1 of these Specifications and except as otherwise modified herein.

SECTION 3-3 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.

SECTION 3-4 REQUIRED NOTIFICATIONS

All written notifications required under this Section including the NESHAP/NDEE Asbestos Demolition and Renovation Notification and any amended notifications, and the Nebraska Department of Health & Human Services (DHHS) Asbestos Control Program project notification shall identify the project facility address as "Hastings Former Middle School, 714 W 5th Street, Hastings, Nebraska 68901, Adams County." Historical addresses appearing in prior reports for this building (550 North Hastings Avenue and 505 North Hastings Avenue) shall not be used on any notification, waste shipment record, or manifest. If a regulatory reviewer requests the historical address for cross-reference to the 2009 B2E Asbestos Survey Report, the Contractor may include it parenthetically as "formerly addressed as 505/550 North Hastings Avenue" but the governing address on the form shall remain 714 W 5th Street.

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Send written notification as required by the Nebraska Department of Health & Human Services (DHHS), Division of Public Health, Office of Environmental Health Hazards & Indoor Air (Asbestos Control Program) and the Nebraska Department of Environment and Energy (NDEE), Air Quality Division at least ten (10) working days prior to beginning any work involving asbestos-containing materials. Notification shall be made on the forms prescribed by each agency and shall comply with 40 CFR 61.145(b) (NESHAP) and Title 178 NAC Chapter 22 (Nebraska Asbestos Control Program). The Contractor shall provide the Owner's Representative with copies of all submitted notifications and any amended notifications within twenty-four (24) hours of submittal.

All applicable notifications to federal, state, and local agencies shall identify the project as a renovation project under 40 CFR 61.145(a) (NESHAP) and Title 178 NAC Chapter 22 (Nebraska Asbestos Control Program). This Contract does not include demolition of the structure. The Contractor shall not check, mark, or otherwise indicate "demolition" or "ordered demolition" on any NESHAP, NDEE, or DHHS notification form. Should the scope of work be modified during the project to include demolition activities, the Contractor shall not proceed until a separate amended demolition notification is submitted and the applicable waiting period has elapsed.

Send notification to the following addresses:

Nebraska Department of Environment and Energy (NDEE)
Air Quality Division - Asbestos Program
245 Fallbrook Boulevard, Suite 100
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone: (402) 471-2189

Nebraska Department of Health & Human Services (DHHS)
Division of Public Health
Office of Environmental Health Hazards & Indoor Air
Asbestos Control Program
P.O. Box 95026
Lincoln, Nebraska 68509-5026
Phone: (402) 471-0549 | Toll Free: (888) 242-1100
Email: dhhs.asbestoslead@nebraska.gov

SECTION 3-5 OWNERS PROJECT REPRESENTATIVE

The Owner's Representative is authorized to observe the Work for compliance with the Contract Documents and applicable regulations.

The Owner's Representative may reject nonconforming work, require corrective action, suspend affected work activities, or require additional inspections whenever conditions indicate the Work is not being performed in accordance with this Contract.

Costs associated with correcting deficient work, failed inspections, or work stoppages resulting

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from Contractor noncompliance shall be borne by the Contractor.

Regulatory waivers or deviations shall not be implemented without prior written approval from the Owner.

SECTION 3-6 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.

Prior to beginning Work, the Contractor shall submit the following:

1. State project notification and amended 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 Licenses in accordance with Nebraska Department of Health and Human Services requirements;
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. 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;

Other submittals shall include:

1. All Asbestos disposal receipts and manifests;
2. Project notification and amended notifications;
3. Supervisor logs including containment entry logs;
4. Weekly certified payrolls (Form WH-347 or equivalent) with Statement of Compliance, beginning the first week work is performed on site and continuing through final completion;
5. Wage Determination posting confirmation (photo of posted WH-1321 and Wage Determination at site of work);
6. Apprenticeship/trainee program certification (if apprentices or trainees are used).

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

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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 Owner's 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.

A mandatory pre-bid meeting will be held on July 22, 2026, at 1:30pm at the Middle School Building, 714 W 5th Street. Participants will meet at the southeast corner of the building prior to the meeting.

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 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.

SECTION 3-9 CONTRACTOR USE OF PARKING AREAS

The Contractor will be allowed to use the parking lot located north of the Middle School building. The contractor shall keep his vehicles and equipment in an organized manner.

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. Upon completion of the Work, the Contractor shall remove all equipment, temporary facilities, waste materials, and construction debris generated by the Contractor and leave the project in a clean condition acceptable to the Owner.

SECTION 3-11 OCCUPANCY AND SITE SECURITY

Middle School is currently vacant, unoccupied and utilities are disconnected.

Beginning upon mobilization and continuing until final acceptance, the Contractor shall be responsible for site security.

The Contractor shall protect all equipment, materials, temporary facilities, and completed work from theft, vandalism, weather damage, and unauthorized entry.

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SECTION 3-12 SITE PROTECTION, BUILDING ENCLOSURE, AND DEBRIS STORAGE

3-12.1 Building Enclosure and Window Closures.

The Contractor shall maintain the building enclosure in a weather-tight and secure condition throughout the duration of the Work. Where windows, sash, glazing, or asbestos-containing window components are removed as part of the Work, the Contractor shall promptly secure the resulting opening with new exterior-grade plywood not less than $\frac{3}{4}$ inch (19 mm) thick, fastened to the structure in a manner that resists wind, water, and unauthorized entry. Plywood closures shall remain in place until the project is complete and the building is returned to the Owner. The Contractor shall be responsible for all materials, fasteners, and labor required to install the plywood closures, and the cost shall be included in the Contractor's lump-sum bid. Any damage to the building enclosure caused by the Contractor's operations, other than the planned window openings, shall be repaired by the Contractor at no additional cost to the Owner.

3-12.2 On-Site Storage of Non-Asbestos Demolition Debris and Furnishings.

Non-asbestos demolition debris and existing furnishings removed from the building during the course of the Work may be stored on-site in an orderly manner provided that the stored materials:

- a. are confirmed by the Contractor and the Owner's Representative to be free of asbestos-containing material (ACM) and not contaminated by ACM through proximity, handling, or release events during abatement;
- b. do not present a fire, structural, tripping, pest, mold, or other physical hazard to workers, the Owner, or the public;
- c. do not block access to or egress from work areas, decontamination units, fire department connections, hydrants, utility shutoffs, or building exits;
- d. are stacked, palletized, or otherwise arranged to remain stable, weather-resistant where required, and capable of being readily inspected; and
- e. are kept physically separated from all ACM, asbestos-containing waste material (ACWM), and contaminated equipment, tools, and personal protective equipment.

Materials that have been in direct contact with ACM, that have been used inside an active asbestos containment, or whose ACM status is uncertain shall be presumed to be ACM-contaminated and shall be managed, packaged, and disposed of as ACWM.

The Owner reserves the right to require the Contractor to relocate, consolidate, or remove from the site any stored material that, in the judgment of the Owner's Representative, fails to meet the conditions of this Section. Removal of non-asbestos debris and furnishings from the site shall be at the Contractor's expense unless specifically identified elsewhere in the Contract Documents as Owner-furnished disposal.

SECTION 3-13 TEMPORARY UTILITIES

The Owner shall furnish electrical and water service to the project site as described in this Section. The Contractor shall be responsible for all distribution of electrical power and water from the

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Owner-furnished points of connection to the work areas, decontamination units, negative-pressure equipment, wet-method spray equipment, and any other locations required for the proper performance of the Work.

The Contractor shall provide lockout/tagout protection for temporary electrical and water service connections used during the Work. Upon completion of the Work, the Contractor shall remove all lockout/tagout devices installed by the Contractor.

3-13.1 Electrical Service.

The Owner shall provide a temporary electrical service connection at the building suitable for the Contractor's anticipated abatement loads. The Owner's responsibility shall be limited to the installation of the service connection. The Contractor shall be responsible for all temporary power distribution from the Owner-furnished service connection to the work areas, decontamination units, HEPA-filtered negative-air machines, lighting, and any other end uses within the building, including all temporary panels, sub-panels, GFCI protection, cords, conduit, lockout/tagout devices, and ground-fault protection required by 29 CFR 1926 Subpart K and the 2023 National Electrical Code (NFPA 70). All temporary electrical installations within or adjacent to a containment shall comply with 29 CFR 1926.1101 and shall be approved by the Contractor's Competent Person prior to use.

3-13.2 Water Service.

The Owner shall provide temporary water service via a fire hydrant in the vicinity of the building. The contractor shall be responsible for supply hoses and for all distribution of water from the Owner-furnished point of connection to the work areas, decontamination units, wet-method spray equipment, and any other end uses, including all temporary hoses, manifolds, valves, freeze protection, and backflow prevention required by applicable plumbing and water-system regulations. The Contractor shall coordinate with the City of Hastings Utilities Department for hydrant access, metering (if required), and any applicable use fees will be paid by owner.

3-13.3 Coordination and Conservation.

The Contractor shall coordinate the timing of utility connections with the Owner during the pre-construction conference. The Contractor shall use Owner-furnished utilities only for purposes directly associated with the Work and shall take reasonable measures to prevent waste, leaks, freeze damage, and unauthorized use.

SECTION 3-14 PROTECTION OF PROPERTY

Contractor shall exercise particular care at all times to avoid unnecessary damage to the facility during exploration to find further ACM material. Contractor shall relocate in an orderly manner any existing non-ACM material found in any of the rooms that requires relocation prior to abatement activities.

SECTION 3-15 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. Middle School 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

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traffic. If traffic must be temporarily halted to facilitate equipment staging a traffic signal/signage plan and schedule shall be submitted to the Hastings Street Department for approval.

SECTION 3-16 CONTRACTOR SAFETY PLAN

The Contractor shall be solely responsible for jobsite safety and compliance with OSHA requirements.

The Contractor shall provide all PPE required for Contractor personnel and shall maintain appropriate decontamination facilities throughout the project.

Disposable PPE required for Owner personnel and the Owner's Representative to enter regulated areas shall be supplied by the Contractor. Respirators and cartridges for Owner personnel shall be supplied by the Owner.

Work areas shall remain clearly identified and secured to prevent unauthorized access.

SECTION 3-17 ASBESTOS DISPOSAL

The Contractor shall transport and dispose of all asbestos-containing and asbestos-contaminated waste material (ACWM) at the City of Hastings Solid Waste Landfill, 725 South Southern Hills Drive, Hastings, Nebraska 68901, or at another Owner-approved disposal facility in accordance with this Section.

The Contractor shall comply with all current City of Hastings Solid Waste Landfill asbestos disposal procedures, including but not limited to:

a. **Advance Scheduling.** A disposal appointment shall be made with the Landfill at least twenty-four (24) hours in advance of each load.

b. **Packaging.** All ACWM shall be double-wrapped in 6-mil polyethylene sheeting and sealed with duct tape, or boxed in rigid containers and then double-wrapped and sealed, in accordance with 40 CFR 61.150(a) and the Landfill's published asbestos disposal guidance. All packages shall be labeled in accordance with 40 CFR 61.149/61.150 and 29 CFR 1926.1101(k).

c. **Manifests and Records.** A Special Waste Load Manifest issued by the City of Hastings Solid Waste Department shall be completed for each load of ACWM. In addition, the Contractor shall complete the NESHAP Waste Shipment Record (EPA Form, OMB No. 2060-0101) for each shipment, signed by the generator (Owner or Owner's authorized representative), the transporter, and the disposal facility. Copies of all completed Special Waste Load Manifests and Waste Shipment Records shall be provided to the Owner's Representative within five (5) calendar days of each disposal event.

d. **Special Waste Fees.** The Contractor shall pay all special waste permit and tipping fees charged by the City of Hastings Solid Waste Landfill for the disposal of ACWM, as established by the current City of Hastings Solid Waste fee schedule. The Owner's asbestos-containing waste material shall not be mixed with waste generated by any other entity, and manifests shall reflect only material abated from the project site.

e. **Transportation.** The Contractor shall transport all ACWM in accordance with 49 CFR Parts

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171, 172, and 173 Subpart M (U.S. Department of Transportation Hazardous Materials Regulations) and shall ensure that all vehicles used to transport ACWM are properly placarded, covered, and operated by personnel familiar with hazardous material handling requirements.

f. **Alternate Disposal Facility.** If the City of Hastings Solid Waste Landfill is unable to accept a particular load (for example, due to weather, scheduling, or facility conditions), the Contractor shall propose an alternate NDEE-permitted solid waste disposal facility approved to accept ACWM and shall submit the alternate facility's name, NDEE permit number, and current asbestos acceptance letter to the Owner's Representative for written approval prior to transport. No ACWM shall be transported to any alternate facility without the Owner's Representative's prior written approval.

All abatement products, encapsulants, sealants, and disposal materials used on this project shall be approved for landfill disposal under the rules of the Nebraska Department of Environment and Energy and the City of Hastings Solid Waste Landfill.

SECTION 3-18 FINAL PAYMENT

Final payment shall not be made until:

- all asbestos removal is complete;
- required visual inspections have been accepted;
- required clearance air sampling has passed, where applicable;
- all waste shipment records and manifests have been submitted;
- all required closeout documentation has been received.

Substantial completion shall be eligible for payment of ninety-five percent (95%) of the Contract amount.

The remaining five percent (5%) retainage shall be released following acceptance of all required project closeout documentation.

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SECTION 3-19 SCHEDULE FOR COMPLETION OF THE WORK.

The time of completion is a basic consideration of this Contract. The work shall proceed to completion in accordance with the specified schedule, subject to adjustment as provided in these contract documents.

Milestone	Date (2026)
Bid package issued	July 10
Mandatory contractor site walk-through	July 22
Final date for bidder questions	July 27
Bids due	Aug 11 @ 4:00 PM CDT
Bid opening	Aug 11 @ 4:00 PM CDT
Council award	Aug 24
Notice to Proceed / submittals & notifications due	Aug 25
Site available for mobilization	Sept 1
Abatement start	Sept 11
Substantial completion (final visual + clearance)	Nov 20
Abatement completion date (final)	Dec 1

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 3-20 APPLICABLE PUBLICATIONS AND REGULATIONS:

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.

1. **OSHA - U.S. Department of Labor, Occupational Safety and Health Administration.** Federal OSHA administers occupational safety and health standards for the private sector in Nebraska. Applicable standards include, but are not limited to:
 - a. Asbestos - Construction Industry Standard. 29 CFR 1926.1101.
 - b. Asbestos - General Industry Standard. 29 CFR 1910.1001.
 - c. Respiratory Protection. 29 CFR 1910.134 (incorporated into construction by 29 CFR 1926.103).
 - d. Personal Protective and Life Saving Equipment - Construction. 29 CFR 1926 Subpart E, §§ 1926.95 through 1926.107.
 - e. Access to Employee Exposure and Medical Records. 29 CFR 1910.1020 (incorporated into

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construction by 29 CFR 1926.33).

f. Hazard Communication. 29 CFR 1910.1200 (incorporated into construction by 29 CFR 1926.59).

g. Specifications for Accident Prevention Signs and Tags. 29 CFR 1910.145 and 29 CFR 1926.200.

h. Permit-Required Confined Spaces - Construction. 29 CFR 1926 Subpart AA, §§ 1926.1200 through 1926.1213.

i. General Safety and Health Provisions - Construction. 29 CFR 1926 Subpart C, §§ 1926.20 through 1926.35.

j. Recording and Reporting Occupational Injuries and Illnesses. 29 CFR Part 1904.

2. **EPA - U.S. Environmental Protection Agency.** Applicable federal regulations include, but are not limited to:

a. National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos. 40 CFR Part 61, Subpart M (§§ 61.140 through 61.157), and the General Provisions at Subpart A (§§ 61.01 through 61.19). The Nebraska Department of Environment and Energy (NDEE) is the delegated authority for NESHAP compliance in Adams County and at the project site.

b. Asbestos Hazard Emergency Response Act (AHERA). 40 CFR Part 763, Subpart E (§§ 763.80 through 763.99) and Appendices A through C, including the Asbestos Model Accreditation Plan (40 CFR Part 763, Subpart E, Appendix C, as amended by the Asbestos School Hazard Abatement Reauthorization Act of 1990 (ASHARA)). All persons performing inspection, project design, abatement supervision, or abatement work on this project shall hold current AHERA/ASHARA accreditation in the appropriate discipline.

c. Asbestos Worker Protection Rule. 40 CFR Part 763, Subpart G (§§ 763.120 through 763.126), applicable to state and local government employees performing asbestos work.

d. Toxic Substances Control Act (TSCA), Title II - Asbestos Hazard Emergency Response. 15 U.S.C. §§ 2641 through 2656 (statutory authority for AHERA).

3. **State of Nebraska Requirements** governing asbestos abatement work, accreditation, licensure, notification, work practices, and the hauling and disposal of asbestos waste materials include, but are not limited to:

a. Nebraska Asbestos Control Act. Neb. Rev. Stat. §§ 71-6501 through 71-6520, and Neb. Rev. Stat. § 81-3117 (statutory authority for the Nebraska Department of Environment and Energy regarding air pollution control, including asbestos NESHAP delegation).

b. Nebraska Asbestos Control Program - Regulations Governing the Accreditation, Licensure, and Project Notification for Asbestos-Related Work. Title 178 Nebraska Administrative Code, Chapter 22 (178 NAC 22), administered by the Nebraska Department of Health and Human Services (DHHS), Division of Public Health. These regulations apply in addition to the federal NESHAP and AHERA requirements and govern accreditation, licensure, work practices, project notification, audits, inspections, and fees for asbestos projects.

c. Nebraska Department of Environment and Energy (NDEE) - Air Quality Regulations. Title

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129 Nebraska Administrative Code, including provisions implementing the asbestos NESHAP (40 CFR Part 61, Subpart M) as delegated by EPA Region 7.

d. Nebraska Solid Waste Management Regulations. Title 132 Nebraska Administrative Code (NDEE), governing the transportation, handling, and disposal of asbestos-containing waste material at permitted Nebraska solid waste disposal facilities.

4. **U.S. Department of Transportation (DOT) - Hazardous Materials Regulations.** Applicable to the transportation of asbestos-containing waste material from the site to the approved disposal facility, including but not limited to:
 - a. 49 CFR Part 171 - General Information, Regulations, and Definitions.
 - b. 49 CFR Part 172 - Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans.
 - c. 49 CFR Part 173, Subpart M - Class 9 (Miscellaneous) Hazardous Materials, including § 173.216 (Asbestos).
5. **EPA Brownfields Cleanup Cooperative Agreement Requirements.** Work under this Contract is funded in whole or in part by U.S. EPA Brownfields Cleanup Cooperative Agreement No. 4B-96723201 and is subject to the following, in addition to all other applicable federal, state, and local requirements:
 - a. Davis-Bacon Act prevailing wage requirements. 40 U.S.C. §§ 3141 through 3148 and 29 CFR Parts 1, 3, and 5. See Section 3-21 for project-specific Davis-Bacon requirements, including the applicable Wage Determination, worker classifications, certified payroll, and recordkeeping obligations.
 - b. Build America, Buy America Act (BABA). Public Law 117-58, §§ 70901-70927, and OMB implementing guidance, applicable to iron, steel, manufactured products, and construction materials permanently incorporated into the project.
 - c. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the EPA-specific provisions at 2 CFR Part 1500.

SECTION 3-21 CONTRACTOR MEANS AND METHODS

The Contractor shall perform all asbestos abatement in accordance with OSHA, EPA, and Nebraska requirements, including but not limited to:

- establishment of regulated areas;
- maintenance of negative pressure where required;
- wet removal methods;
- HEPA vacuum cleaning;
- prompt repair of containment breaches;
- daily housekeeping;
- proper waste packaging and load-out procedures;
- final visual cleaning prior to clearance sampling.

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Means and methods remain the sole responsibility of the Contractor unless specifically directed otherwise by the Contract Documents.

SECTION 3-22 AIR MONITORING

Air monitoring for this project is divided into two distinct and independent programs: (1) Project Air Monitoring and Final Clearance, performed by the Owner's Representative as an independent third party for the protection of the Owner, building occupants, and the general public; and (2) OSHA Personal Exposure Monitoring, performed by the Contractor on its own employees for compliance with 29 CFR 1926.1101 and the Contractor's respiratory protection program. The two programs shall be conducted independently. Data, samples, pumps, calibration records, and personnel from one program shall not be used to satisfy the requirements of the other.

3-22.1 Owner's Representative Air Monitoring and Final Clearances

- a. **Independent Third Party.** The Owner has retained Atlas Technical Consultants, LLC (Atlas) of Omaha, Nebraska, as the Owner's Representative and independent third-party industrial hygiene firm to perform project air monitoring and final clearance air sampling for this project. Atlas is not employed, supervised, or directed by the Contractor, and Atlas's project monitoring shall not relieve the Contractor of any obligation under 29 CFR 1926.1101 or any other applicable regulation.
- b. **Accreditation.** All Atlas personnel performing project air monitoring shall hold current AHERA accreditation as Asbestos Building Inspector and/or Contractor Supervisor and shall be licensed by the Nebraska Department of Health and Human Services (DHHS) under Title 178 Nebraska Administrative Code, Chapter 22. Project oversight shall be performed under the responsible charge of an Atlas Certified Industrial Hygienist (CIH).
- c. **Scope of Owner's Air Monitoring.** Atlas shall perform at the Owner's expense:
 1. Pre-abatement baseline (background) area air samples in each work area and in adjacent occupied or accessible areas prior to the start of abatement.
 2. Daily area air samples outside each containment, at decontamination unit exits, and at agreed-upon perimeter locations during active abatement.
 3. Final clearance air samples inside each containment following visual inspection by the Owner's Representative, in accordance with 40 CFR Part 763, Subpart E, Appendix A (AHERA) and Title 178 NAC Chapter 22.
- d. **Analytical Methods.**
 1. Phase Contrast Microscopy (PCM) in accordance with NIOSH Method 7400 (A Counting Rules) shall be used for baseline, daily area, and clearance air samples. Clearance shall be achieved when the airborne fiber concentration in each sample collected inside the containment is less than or equal to 0.01 fibers per cubic centimeter (f/cc).
 2. All samples shall be analyzed by a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) for the applicable method or currently rated proficient by the AIHA Proficiency Analytical Testing (PAT) program for PCM samples.
- e. **Stop Work.** If any daily area air sample collected outside a containment exceeds established

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action levels or if any visible breach of containment is observed, the Owner's Representative shall have the authority to immediately stop work in the affected area at no additional cost to the Owner. Work shall not resume until the cause is identified and corrected, containment is re-established, and the Owner's Representative has authorized restart in writing.

f. **Reporting.** Atlas shall provide daily air monitoring summaries to the Contractor and the Owner during the project, and a final Project Monitoring and Clearance Report to the Owner upon project completion. Copies of all chain-of-custody forms, laboratory reports, and clearance data shall be included.

3-22.2 Contractor's OSHA Personal Exposure Monitoring (Contractor)

a. **OSHA Requirements.** The Contractor shall be solely responsible, at the Contractor's expense, for all personal exposure monitoring of its employees as required by 29 CFR 1926.1101(f) - Exposure Assessments and Monitoring, and as required by the Contractor's written Respiratory Protection Program under 29 CFR 1910.134. The Owner's Air Monitoring program described in Section 3-21.1 shall not be used to satisfy any portion of the Contractor's OSHA obligations.

b. **Sampling.** At a minimum, the Contractor shall perform:

1. Initial exposure assessment for each job classification involved in Class I, II, III, or IV asbestos work, in accordance with 29 CFR 1926.1101(f)(2), unless a documented negative exposure assessment is provided that satisfies 29 CFR 1926.1101(f)(2)(iii).
2. Daily personal exposure monitoring of each employee performing Class I or Class II work involving Regulated Asbestos-Containing Material (RACM), in accordance with 29 CFR 1926.1101(f)(3).
3. Periodic monitoring at intervals sufficient to characterize employee exposures throughout the duration of the project, including following any change in work practices, equipment, controls, or personnel that may alter exposures.
4. Sampling sufficient to demonstrate compliance with the 8-hour Time-Weighted Average (TWA) PEL of 0.1 f/cc and the 30-minute Excursion Limit of 1.0 f/cc specified at 29 CFR 1926.1101(c).

c. **Methods and Accreditation.** Contractor personal air samples shall be collected and analyzed in accordance with NIOSH Method 7400 (A Counting Rules) by a laboratory accredited under NVLAP or currently rated proficient by the AIHA PAT program for PCM samples. Sampling shall be performed by, or under the supervision of, the Contractor's Competent Person as defined at 29 CFR 1926.1101(b).

d. **Equipment.** The Contractor shall provide and maintain all sampling pumps, cassettes, calibration equipment, and supplies necessary to perform its OSHA personal exposure monitoring. The Contractor shall not borrow, share, or use any equipment, supplies, or laboratory services provided by Atlas or the Owner.

e. **Records.** The Contractor shall maintain personal exposure monitoring records in accordance with 29 CFR 1926.1101(n) and 29 CFR 1910.1020. Copies of all Contractor personal exposure sample results, chain-of-custody forms, and laboratory reports shall be submitted to the Owner's Representative within 48 hours of receipt from the laboratory and shall be included as an appendix

SECTION 3 ASBESTOS REMOVAL

to the Contractor's project close-out submittal.

f. **Employee Notification.** The Contractor shall notify each affected employee of the results of personal exposure monitoring within the timeframes required by 29 CFR 1926.1101(f)(5).

SECTION 3-23 DAVIS-BACON PREVAILING WAGE REQUIREMENTS

Work under this Contract is funded in part by U.S. EPA Brownfields Cleanup Cooperative Agreement No. 4B-96723201 and is subject to the **Davis-Bacon Act** (40 U.S.C. §§ 3141–3148) and 29 CFR Parts 1, 3, and 5, including the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and Executive Order 13706 (paid sick leave). All laborers and mechanics employed directly upon the site of the work shall be paid not less than the prevailing wage and fringe benefits set forth in **U.S. Department of Labor General Decision No. NE20260064**, State of Nebraska, Construction Type "Building," County of Adams, Modification 1 dated May 18, 2026, attached as **Appendix B** and incorporated by reference; the highest version in effect ten (10) days prior to bid opening or on the date of Contract award shall govern. Each member of the asbestos abatement crew shall be classified as "Laborer: Common or General" unless the worker's actual duties fall within a more specific classification listed in the Wage Determination (e.g., Electrician, Operator, Truck Driver, Carpenter). Bona fide supervisors performing less than twenty percent (20%) manual work, clerical staff, and professionals (engineers, industrial hygienists, project monitors) are not covered. The Contractor and each subcontractor shall submit **weekly certified payrolls** (Form WH-347 with Statement of Compliance) within seven (7) days of each payroll week; shall post the Wage Determination and U.S. DOL Poster WH-1321 at the site of the work; and shall retain all payroll and classification records for not less than three (3) years following completion of the Work, available for inspection by the City, U.S. EPA, and U.S. Department of Labor. Davis-Bacon compliance is included in the Contractor's lump-sum bid, and no additional compensation shall be allowed for compliance or for wage adjustments resulting from misclassification.

The Contractor shall include all costs associated with Davis-Bacon compliance in the Contract price.

APPENDIX A

ASBESTOS SURVEY REPORT

**HASTINGS MIDDLE SCHOOL
550 NORTH HASTINGS AVENUE
HASTINGS, NE 68901**

Client:

**FIRST PRESBYTERIAN CHURCH
621 NORTH LINCOLN AVENUE
HASTINGS, NE 68901**

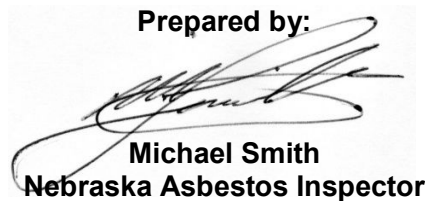
Consultant:

**B2 ENVIRONMENTAL, INC.
558 SOUTH STUHR ROAD
GRAND ISLAND, NEBRASKA 68801**

B2E Project Number: 20052.0001

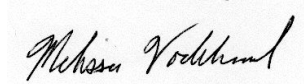
August 26, 2009

Prepared by:



**Michael Smith
Nebraska Asbestos Inspector**

Reviewed by:



**Melissa Vodehnal
Industrial Hygienist**

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1.0 SCOPE OF SERVICES

The purpose of this project was to perform a United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP), (40 CFR, Part 61) asbestos survey at the former Hastings Middle School structure located at 505 North Hastings Avenue, Hastings, Nebraska.

B2 Environmental, Inc. (B2E) provided a limited asbestos survey at the identified building in general accordance with the referenced agreement and as outlined below:

1. Review any existing asbestos reports relating to the site, if available.
2. Survey the site building(s).
3. Identify accessible suspect asbestos-containing materials (ACM) in general accordance with the USEPA NESHAP, (40 CFR, Part 61).
4. Collect and analyze bulk samples of suspect materials.
5. Quantify any asbestos containing materials and record location.

2.0 GENERAL SITE CONDITIONS

B2E conducted the survey at the former Hastings Middle School structure located at 505 North Hastings Avenue, Hastings, Nebraska. B2E did encounter limiting conditions (i.e. inaccessible areas, unsafe conditions, snow cover, etc.) during the inspection. The AHERA three-year re-inspection report for the facility, dated March 15, 2003 and floor plans completed by Steele, Weinstein & Associates, Inc., dated December 1967, were reviewed as part of this inspection.

3.0 ASBESTOS SURVEY REPORT

On August 4 through August 7, 2009, B2E inspector Michael Smith surveyed the site for asbestos-containing building materials. Mr. Smith has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under Toxic Substances Control Act (TSCA) Title II. Mr. Smith's State of Nebraska asbestos inspector number is 1065.

B2E visually inspected the site for the presence of suspect ACM. Materials that were hidden, not accessible (i.e. boilers, areas of safety concern), or when sampled would damage the integrity of the structure or component (i.e. electrical wiring), were not sampled as part of this survey. B2E did not sample materials that were visibly identified as non-asbestos (fibrous glass, foam rubber, wood, etc.). The asbestos survey consisted of three steps: 1) a visual inspection of the site(s); 2) a determination of homogeneous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable and non-friable, suspect materials.

Friable materials are materials that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials are materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure. Non-friable materials, when subjected to sanding, grinding, cutting or abrading may become friable. Friable materials include, but are not limited to, pipe insulation, fireproofing, sprayed-on material, ceiling tile, and other thermal system insulation. Non-friable materials include, but are not limited to, floor tile, adhesives, plaster, stucco, and drywall and joint compound. Because friable materials are more likely to release asbestos fibers into the air when disturbed than non-friable materials, friable materials are considered a greater potential health concern.

3.1 Homogeneous Areas

Prior to sampling, B2E identified homogeneous areas to facilitate a sampling strategy. A homogeneous sampling area is described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area varies, dependent upon material type and the professional judgment of the inspector.

3.2 Sampling Strategy

B2E's sampling strategy incorporated AHERA requirements, quantities of suspect material, and the inspector's judgment to aid in the identification of suspect ACM. B2E's sampling strategy was to identify and collect accessible suspect ACM in general accordance with the USEPA NESHAP, (40 CFR, Part 61). If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos containing. However, if the analytical results of one or more of the samples collected per homogeneous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by USEPA), all of the homogeneous area (material) was treated as an asbestos-containing material regardless of other analytical results. B2E did not sample materials that the accredited inspector visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.). Actual collection of a bulk asbestos sample involves physically removing approximately one square inch (1 in²) of the material and placing it in an airtight sample container marked with a unique identification number.

3.3 Suspect Asbestos-Containing Materials

The following table contains a list of building materials suspected of containing asbestos:

505 NORTH HASTINGS AVENUE, HASTINGS, NE		
SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
Black Adhesive for Fiberglass Pipe Wrapping	Throughout Building	HM-1
Yellow Carpet Glue	Throughout Building	HM-3
4" Light Tan/Gray Base Cover with Brown Adhesive	Room B-10	HM-4
9"x9" Carmel Tile with White and Black Accent and Black Mastic	Gymnasium	HM-5
9"x9" Reddish-Brown Tile with Brown and Gray Accent and Black Mastic	Gymnasium	HM-6
9"x9" Dark Brown-Red Tile with Red and White Accent and Black Mastic	Gymnasium	HM-7
2"x2" Light Tan-Gray Tile with Brown and White Accent and Black Mastic	Gymnasium	HM-8
9"x9" Tan Tile with Brown and White Accent and Clear Adhesive	Gymnasium	HM-9
9"x9" Dark Red Tile with White and Peach Accent	Gymnasium	HM-10
9"x9" Dark Brown Tile with White and Red Accent and Brown/Yellow Mastic	Gymnasium	HM-11
12"x12" Dark Gray Tile with Black and Tan Accent and Yellow Mastic	Gymnasium	HM-12
9"x9" Black Tile with Red and Tan Accent	Gymnasium	HM-13
9"x9" Black Tile	Gymnasium	HM-14
White Plaster Surface Finish	Throughout 1917 Building	HM-17, 19, 21, 23, 24, 76, 77
Mudded Boiler and Water Tank Insulation	Boiler Room (B1)	HM-25

505 NORTH HASTINGS AVENUE, HASTINGS, NE		
SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
White Mudded Pipe and Fitting Insulation	Gymnasium (B5), Boiler Room (B1), Fan Room (B4), Room B3, Room B9, Room B10, Room 309, Rest Room 114, Rest Room 214, Restroom 314, Restroom 317, Tunnels 1917 Building	HM-27
Black Roof Coating	Coal Bin	HM-29
Gray Boiler Access Panel Insulation	Boiler Room (B1)	HM-30
2'x4' Ceiling Tile	Restroom (102)	HM-31
2'x2' White Ceiling Tile	Room 101, 105, 126, 127, 201, 206, 208, 226, 215, 216, 219, 220, 221, 222, 225, 227, 229, 232, 301, 303, 304, 305, 312, 315, 316, 321, 322	HM-32
White Popcorn Ceiling Texture	Room 101, 103, 104, 104B	HM-33, 36, 40, 43, 44, 45
Drywall and Joint Compound Composite	Throughout Building	HM-37, 38, 39
1'x1' Ceiling Tile with Deep Impression Pattern	Room 103, 104, 104B, 311	HM-41
2'x2' Ceiling Tile	Room 104	HM-42
Carpet Padding with Black Backing	Room 105	HM-46
9"x9" Red-Brown Floor Tile with Black Mastic	Room 108	HM-47
4" Brown Base Cover with White-Yellow Mastic	Room 108	HM-48
9"x9" Tan Floor Tile with Black Accent and Black Mastic	Room 108	HM-49
4" Black Base Cover with Yellow Glue	Throughout Building	HM-51
1'x1' Ceiling Tile with Shallow Impression Pattern	Cafeteria (110) Through Out Hallways Room 113, 120, 129, 130, 131, 133, 136, 209, 210, 229, 232, 236, 309, 319, 327, 330	HM-52
9"x9" White Floor Tile with Gray Accent and Black Mastic	Cafeteria (110) Auditorium (212) Room 127, 129, 130, 131, 136, 204, 222, 225, 227, 229, 232, 237	HM-53
White Plaster Surface Finish (1967 Addition)	Throughout 1967 Addition	HM-54, 55, 56, 57, 58, 59, 60
Dark Brown Base Cover with Yellow Mastic	Throughout Building	HM-65
Gray-White Floor Leveling Compound	Room 113, 138, 309	HM-67
4" Tan-Rose Base Cover	Room 138	HM-68
White Mudded Pipe Insulation (1/2" Lines Above Ceiling)	Room 127, 129, 130, 131, 236, 237, 306	HM-70
Gray-White Window Glaze	1967 Addition North Exterior Windows	HM-72
Yellow Insulation Coating for Hot and Cold Water Service Lines (1967 Addition)	All Heat/Cool Units	HM-73
4" Gray Base Cover	Throughout Building	HM-74
White Plaster Surface Finish	Throughout 1927 Building	HM-80, 81, 86, 87, 88, 89, 92
12"x12" Tan-Gray Floor Tile with Olive Accent and Black Mastic	Room 125, 121	HM-93
6" Black Base Cover	Throughout Building	HM-94
White Ceiling Texture	Room 119, 121, 122, 123, 124	HM-95, 96, 97, 98, 99
Black Chalk Board	Multiple Locations	HM-100
Brown Glue Puck for 1'x1' Ceiling Access Panel Tiles	Room 236	HM-101
9"x9" Brown Floor Tile with Off-White and Black Accent	Room 124	HM-102

505 NORTH HASTINGS AVENUE, HASTINGS, NE		
SUSPECT BUILDING MATERIALS		
MATERIAL	LOCATION	SAMPLE NUMBER
12"x12" Light Brown Floor Tile with White and Olive Accent and Black Mastic	Room 123	HM-103
Vinyl Sheet Flooring with Black and Gray Specks	Room 119, 120	HM-104
1'x1' Ceiling Tile (North and South Sound Deflectors)	Band Room 136	HM-105
1'x1' Ceiling Tile (Replacement Tiles)	Band Room 136	HM-106
8'x2' White Roof Panels (Above Ceiling)	Band Room 136	HM-107
Black Sink Undercoat (Stainless Steel Sinks)	Room 108, 222, 225, 227, 229, 232	HM-108
Elevator Carpet Vinyl Backing	Elevator Room 216, 315, 316	HM-109
Black Base Cover with Yellow Glue	Room 222, 225, 227, 229, 232	HM-111
Gray Vinyl Stair Tread	All Stairways	HM-113
4" Dark Brown Base Cover with White Adhesive	Room 201	HM-114
Vinyl Sheet Flooring Tan-Cream-Off-White	Nurses Station (205)	HM-116
2'x4' Ceiling Tile	Room 209, 237	HM-117
Tan Glue Puck for 1'x1' Ceiling (HM-52) Access Panel Tiles	Room 236	HM-118
12"x12" Off-White-Tan-Brown Floor Tile with Black Mastic	Room 237, 309,	HM119
Green Stair Tread with Brown Adhesive	Library (209, 240)	HM-120
8" Gray Base Cover	Library (209, 240)	HM-121
Gray-White Leveling Compound with Black Mastic	Room 309	HM-122
Black Vapor Barrier (Above Auditorium Ceiling)	Auditorium (212)	HM-123
1'x1' Ceiling Tile with Uniform Holes	Room 103, 104, 311, 319,	HM-124
Black Vinyl Platform Covers with Yellow Mastic	Auditorium Balcony (312)	HM-125
9"x9" Tan/Off-White Floor Tile with Black and Gray Accent and Black Mastic	Auditorium Balcony (312)	HM-126
2'x4' Ceiling Tile	Room 313	HM-127
9"x9" Black Floor Tile with White Accent and Black Mastic	Room 326	HM-128
9"x9" Gray Floor Tile	Room 326	HM-129
9"x9" Light Gray-Green Floor Tile with Aqua Accent	Room 325	HM-130
9"x9" Gray Floor Tile with Red and Black Backing	Room 322, 324	HM-131
Gray Sealant for Roof Capstones	Roof Capstone Gap Sealant (Top Layer)	HM-132
Gray-Tan Sealant for Roof Capstones	Roof Capstone Gap Sealant (Bottom Layer)	HM-133
White Sealant	Roof Joint and Gap Sealant	HM-134
Gray-White Sealant	Roof	HM-135
Black Membrane Liner Sealant	Roof	HM-136
Black Sealant with Silver Foil Cover	Roof 1967 West Building Line Cap	HM-137
Black with Silver Coating Vibration Joint Cover	Roof Air Handling Unit - RHU-1	HM-138
Gray-Black Vibration Joint Coating	Roof Air Handling Unit - RHU-1	HM-139
Silver Coating	Roof Air Handling Unit - RHU-1	HM-140
Brown-White Window Glaze	North Auditorium Windows	HM-141
1'x1' Glass Block Joint Sealant	South Side of 1917 Building	HM-143
Blue-Grayish Sealant	North Exterior Windows 1927 Addition	HM-145

The following table is a summary of the suspect ACM that have been determined, through laboratory analysis and/or assumed, to contain asbestos:

505 HASTINGS AVENUE, HASTINGS, NE						
ASBESTOS-CONTAINING MATERIALS						
MATERIAL	LOCATION	SAMPLE NUMBER	NESHAP CATEGORY	FRIABLE ⁽¹⁾	QUANTITY ⁽²⁾	ASBESTOS CONTENT
9"x9" Reddish-Brown Tile with Brown and Gray Accent	Gymnasium	HM-6	Cat. I	No	150 sf	Tile = 20% Mastic = <1%
9"x9" Dark Brown-Red Tile with Red and White Accent	Gymnasium	HM-7	Cat. II	No	50 sf	Tile = 20% Mastic = ND
2"x2" Light Tan-Gray Tile with Brown and White Accent	Gymnasium	HM-8	Cat. I	No	150 sf	Tile = 12% Mastic = ND
9"x9" Tan Tile with Brown and White Accent	Gymnasium	HM-9	RACM	Yes	50 sf	Tile = 2% Adhesive = ND
9"x9" Dark Red Tile with White and Peach Accent	Gymnasium	HM-10	Cat. I	No	20 sf	Tile = 15%
12"x12" Dark Gray Tile with Black and Tan Accent	Gymnasium	HM-12	Cat. I	No	60 sf	Tile = 3% Mastic = ND
9"x9" Black Tile with Red and Tan Accent	Gymnasium	HM-13	Cat. I	No	20 sf	10%
9"x9" Black Tile	Gymnasium	HM-14	Cat. I	No	20 sf	8%
Mudded Boiler and Water Tank Insulation	Boiler Room (B1)	HM-25	RACM	Yes	500 sf	55%
White Mudded Pipe Fittings and Pipe Insulation 6"-12" O.D.	Boiler Room (B1)	HM-27	RACM	Yes	100 lf 14 mf	8% Chrysotile 3% Amosite
White Mudded Pipe Fittings 2-6" O.D.	Boiler Room (B1) Room B3 Fan Room (B4) Gymnasium (B5) Room B9 Room B10 Tunnels (1917 Building) Restroom 214, 314, 317	HM-27	RACM	Yes	375 mf	8% Chrysotile 3% Amosite
Air Cell Insulation 3-6" O.D.	Boiler Room (B1) Room B3 Fan Room (B4) Gymnasium (B5) Tunnels (1917 Building) Restroom 114, 214, 314, 317 Room 306 (Attic Space) Restroom 314 to Restroom 317 (Attic Space)	-	RACM	Yes	2500 lf	Assumed
White Mudded Pipe Fittings <2" O.D.	Room 127, 129, 130, 236, 237, 306, 309	HM-70	RACM	Yes	70 mf	5% Chrysotile 5% Amosite
sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings						
⁽¹⁾ Friability is based only on conditions that were observed during B2E's inspection of the site.						
⁽²⁾ Actual quantities should be field verified.						

505 HASTINGS AVENUE, HASTINGS, NE						
ASBESTOS-CONTAINING MATERIALS CONTINUED						
MATERIAL	LOCATION	SAMPLE NUMBER	NESHAP CATEGORY	FRIABLE ⁽¹⁾	QUANTITY ⁽²⁾	ASBESTOS CONTENT
White Mudded Pipe Fittings <2" O.D.	Room 131, 237 (Above Ceiling)	HM-70	RACM	Yes	Assumed mf	5% Chrysotile 5% Amosite
9"x9" Red-Brown Floor Tile with Black Mastic	Room 108	HM-47	Cat. I	No	150 sf	Tile = 18% Mastic = ND
9"x9" Tan Floor Tile with Black Accent	Room 108	HM-49	Cat. I	No	450 sf	Tile = 8% Mastic = ND
9"x9" White Floor Tile with Gray Accent	Cafeteria (110) Auditorium (212) Room 127, 129, 130, 131, 136, 204, 222, 225, 227, 229, 232, 237	HM-53	Cat. I	No	16,500 sf	Tile = 5% Mastic = ND
12"x12" Tan-Gray Floor Tile with Olive Accent	Room 125, 121	HM-93	Cat. I	No	1300 sf	Tile = 3% Mastic = ND
9"x9" Brown Floor Tile with Off-White and Black Accent	Room 124	HM-102	Cat. I	No	650 sf	12%
12"x12" Light Brown Floor Tile with White and Olive Accent	Room 123	HM-103	Cat. I	No	650 sf	Tile = 3% Mastic = ND
Black Sink Undercoat (Stainless Steel Sinks)	Room 108, 222, 225, 227, 229, 232	HM-108	Cat. II	No	11 Sinks	8%
Black Base Cover with Yellow Glue	Room 222, 225, 227, 229, 232	HM-111	Cat. II	No	550 lf	Cover = ND Glue = 5%
Tan Glue Puck for 1'x1' Ceiling (HM-52) Access Panel Tiles	Room 236	HM-118	Cat. II	No	10 sf	5%
9"x9" Black Floor Tile with White Accent	Room 326	HM-128	Cat. I	No	380 sf	Tile = 8% Mastic = ND
9"x9" Gray Floor Tile	Room 326	HM-129	Cat. I	No	380 sf	10%
9"x9" Light Gray-Green Floor Tile with Aqua Accent	Room 325	HM-130	Cat. I	No	1,130 sf	8%
9"x9" Gray Floor Tile with Red and Black Backing	Room 322, 324	HM-131	Cat. I	No	1,100 sf	Tile = 10% Backing = 5%
Black Sealant with Silver Foil Cover	Roof 1967 West Building Line Cap	HM-137	Cat. II	No	450 sf	3%
Black with Silver Coating Vibration Joint Cover	Roof Air Handling Unit - RHU-1	HM-138	Cat. II	No	50 lf	Black = 8% Silver = 2%
Gray-Black Vibration Joint Coating	Roof Air Handling Unit - RHU-1	HM-139	Cat. II	No	50 lf	5%
Silver Coating	Roof Air Handling Unit - RHU-1	HM-140	Cat. II	No	200 sf	3%
Blue-Grayish Sealant	North Exterior Windows 1927 Addition	HM-145	Cat. I	No	300 lf	3%
2'x4' Transite Panels	Room B9 (Ceiling Panels) Room 229/232 (Vent Hood)	-	Cat. II	No	475 sf	Assumed
sf = Square Feet, ND = Non Detect, NA = Not Applicable, lf = Linear Feet, mf = Mechanical Fittings						
⁽¹⁾ Friability is based only on conditions that were observed during B2E's inspection of the site.						
⁽²⁾ Actual quantities should be field verified.						

3.4 Laboratory Analytical Results

EMSL Analytical, Inc. located at 106 East Haddon in Westmont, New Jersey analyzed the bulk samples using polarized light microscopy (PLM). PLM analysis utilizes dispersion staining techniques (ref.: USEPA Method 600/R-93/116) to determine the asbestos content of the bulk samples collected at the site. This laboratory is currently recognized by the United States Department of Commerce's National Voluntary Laboratory Accreditation Program (NVLAP) for conformance with criteria set forth in the National Institute of Standards and Technology (NIST) Handbook 150:2001 and the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) Guide 17025:1999. NVLAP accredits testing and calibration laboratories that are found competent to perform specific tests or calibrations, or types of tests or calibrations. NIST Handbook 150:2001 sets forth the basic procedures under which NVLAP operates, and the general accreditation requirements that testing and calibration laboratories must meet if they wish to demonstrate that they operate a quality system, are technically competent, and are able to generate technically valid results.

Any material that contains greater than one percent asbestos is considered an ACM and is categorized as either friable ACM or non-friable ACM. Friable ACM is categorized as regulated asbestos-containing material (RACM). There are two categories of non-friable materials: Category I non-friable ACM and Category II non-friable ACM.

- Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent asbestos.
- Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent asbestos.

Except for the following, NESHAP requires that each owner or operator of a demolition or renovation activity involving regulated ACM remove all such material from the facility being demolished or renovated before any activity begins that would break up, dislodge, or disturb the material or preclude access to the material for subsequent removal.

ACM removal is not required prior to demolition if it:

1. Is a Category I non-friable ACM that is not friable.
2. Is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
3. Was not accessible for testing and therefore was not discovered until after demolition began and, as a result of the demolition, cannot be safely removed. If not removed for safety reasons, the exposed regulated ACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and kept adequately wet at all times until disposal.
4. Is a Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

The following work practice should be followed whenever demolition or renovation activities involving regulated ACM occur:

1. Notify USEPA or appropriate state agency of intention to demolish/renovate.
2. Remove all regulated ACM from the facility being demolished or renovated before any disruptive activity begins or before access to the material is precluded.
3. Keep regulated ACM adequately wet before, during, and after removal operations.

4. Conduct demolition or renovation activities in a manner which produces no visible emissions to the outside air.
5. Handle and dispose of all regulated ACM in an approved manner according to Occupational Safety and Health Administration (OSHA), USEPA, and all applicable state and local regulations.

Details of sample analysis are included in Appendix A, which contains a listing of all analyzed samples, sample locations, and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may also be noted in the analytical report.

4.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during B2E's inspection of the site. Qualifications for the field personnel and analytical laboratory are provided in Appendix B. As the user of this report, the Client and respective contractors are advised of the following limitations on the information presented in this report.

1. This report is intended for the sole use of the Client. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.
2. B2E did not perform destructive sampling -- it was not within B2E's scope of work to remove surface materials to investigate portions of the structure or materials that may lay beneath the surface -- thus, any materials that could not be visually identified on the surface were not inspected and would not be noted in this report. B2E's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content.
3. The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work Plan.
4. This asbestos inspection was performed in a manner consistent with the level of care and skill ordinarily exercised by environmental professionals practicing contemporaneously under similar conditions in the area of the project in question. No other warranty, express or implied, is given and all other warranties are hereby expressly disclaimed. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.
5. This report is not a comprehensive site evaluation and should not be construed as such. Only those structures specifically stated in Section 2.0 General Site Conditions are included in this report.

APPENDIX A

LABORATORY ANALYTICAL REPORT

**EMSL Analytical, Inc.**

107 Haddon Ave., Westmont, NJ 08108

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Customer PO: 20064.0001
Received: 08/12/09 10:30 AM
EMSL Order: 040920269

Fax: Phone: (308) 381-9677
Project: **HASTINGS MIDDLE SCHOOL/20064.0001**

EMSL Proj:
Analysis Date: 8/14/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-1 040920269-0001	B10	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-3 040920269-0002	B10	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-4-BASECOVE 040920269-0003	B10	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-4-MASTIC 040920269-0004	B10	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-5-TILE 040920269-0005	GYMNASIUM	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-5-MASTIC 040920269-0006	GYMNASIUM	Black Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected
HM-6-TILE 040920269-0007	GYMNASIUM	Brown Non-Fibrous Heterogeneous		80% Non-fibrous (other)	20% Chrysotile

Analyst(s)

Erica Valent (111)
Jerry Cherian (31)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Westmont 107 Haddon Ave., Westmont NJ AIHA IHLAP 100194, NVLAP Lab Code 101048-0, NYS ELAP 10872, NJ DEP 04006

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-6-MASTIC 040920269-0007A	GYMNASIUM	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	<1% Chrysotile
Possible contamination from tile					
HM-7-TILE 040920269-0008	GYMNASIUM	Brown Non-Fibrous Heterogeneous		80% Non-fibrous (other)	20% Chrysotile
HM-7-MASTIC 040920269-0009	GYMNASIUM	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-8-TILE 040920269-0010	GYMNASIUM	Beige Non-Fibrous Heterogeneous		88% Non-fibrous (other)	12% Chrysotile
HM-8-MASTIC 040920269-0010A	GYMNASIUM	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-9-TILE 040920269-0011	GYMNASIUM	Tan Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
HM-9-CLEAR ADHESIVE 040920269-0012	GYMNASIUM	Clear Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-10-TILE 040920269-0013	GYMNASIUM	Red Non-Fibrous Heterogeneous		85% Non-fibrous (other)	15% Chrysotile
HM-11-TILE 040920269-0014	GYMNASIUM	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-11-MASTIC 040920269-0014A	GYMNASIUM	Brown/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-12-TILE 040920269-0015	GYMNASIUM	Black Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile
HM-12-MASTIC 040920269-0016	GYMNASIUM	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-13-TILE 040920269-0017	GYMNASIUM	Brown Non-Fibrous Heterogeneous		90% Non-fibrous (other)	10% Chrysotile
HM-14-TILE 040920269-0018	GYMNASIUM	Black/Yellow Non-Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-14-MASTIC 040920269-0018A	GYMNASIUM	Black/Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-25 040920269-0019	BOILER JACKET	Gray Fibrous Heterogeneous		45% Non-fibrous (other)	55% Chrysotile
HM-17 040920269-0020	GYMNASIUM	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-19 040920269-0021	B10	Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-21 040920269-0022	ROOM 101	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-23 040920269-0023	ROOM 226	Cream Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-24 040920269-0024	ROOM 301	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-76 040920269-0025	ROOM 208	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-77 040920269-0026	ROOM 308	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-27 040920269-0027	BOILER ROOM PIPING	White Fibrous Heterogeneous	40% Min. Wool	49% Non-fibrous (other)	8% Chrysotile 3% Amosite
HM-29 040920269-0028	COOL BIN	Black Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (other)	None Detected
HM-30 040920269-0029	BOILER ROOM W BOILER	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-31 040920269-0030	WOMENS RESTROOM (SOUTH) 1ST FLOOR	Gray/White Fibrous Heterogeneous	40% Cellulose 35% Min. Wool	25% Non-fibrous (other)	None Detected
HM-32 040920269-0031	ROOM 101	Gray/White Fibrous Heterogeneous	40% Cellulose 35% Min. Wool	25% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-33 040920269-0032	HALLWAY RM 101	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-36 040920269-0033	FORMER STORAGE 1040	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-40 040920269-0034	OFFICE 104	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-37 040920269-0035	STORAGE 1040	Brown/White Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
HM-38 040920269-0037	FORMER CLASSROOM 105	Brown/White Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (other)	None Detected
HM-39 040920269-0039	FORMER OFFICE 104	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-41 040920269-0041	FORMER PRINCIPAL 103	Gray/White Fibrous Heterogeneous	15% Cellulose 65% Min. Wool	20% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-42 040920269-0042	FORMER OFFICE 104	Gray/White Fibrous Heterogeneous	40% Cellulose 35% Min. Wool	25% Non-fibrous (other)	None Detected
HM-43 040920269-0043	FORMER OFFICE 104	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-44 040920269-0044	FORMER STORAGE 1040	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-45 040920269-0045	CLASSROOM 108	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-46-BLACK BACKING 040920269-0046	FORMER CLASSROOM 105	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-46-SILVER BACKING 040920269-0046A	FORMER CLASSROOM 105	Silver Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-48-BASECOVE 040920269-0047	CLASSROOM 108	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-48-MASTIC 040920269-0048	CLASSROOM 108	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-49-TILE 040920269-0049	CLASSROOM 108	Beige Non-Fibrous Heterogeneous		82% Non-fibrous (other)	18% Chrysotile
HM-49-YELLOW MASTIC 040920269-0050	CLASSROOM 108	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-49-BLACK MASTIC 040920269-0051	CLASSROOM 108	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-51-COVE BASE 040920269-0052	ADMINISTRATIO N OFFICE	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-51-MASTIC 040920269-0052A	ADMINISTRATIO N OFFICE	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-52 040920269-0053	HALLWAY & CAFETERIA	Gray/White Fibrous Heterogeneous	70% Min. Wool	30% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-53-TILE 040920269-0054	CAFETERIA	Gray/White Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
HM-53-BLACK MASTIC 040920269-0055	CAFETERIA	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-47-TILE 040920269-0056	ROOM 108	Brown Non-Fibrous Heterogeneous		82% Non-fibrous (other)	18% Chrysotile
HM-47-BLACK MASTIC 040920269-0057	ROOM 108	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-54 040920269-0058	KITCHEN	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-55 040920269-0059	CAFETERIA	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-56 040920269-0060	ROOM 131	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-57 040920269-0061	ROOM 129	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
Suggest tem					
HM-58 040920269-0062	ROOM 229	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-59 040920269-0063	ROOM 232	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-60 040920269-0064	ROOM 331	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-65-BASECOVE 040920269-0065	ROOM 113	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-65-MASTIC 040920269-0066	ROOM 113	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-67 040920269-0067	ROOM 113	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Samples analyzed by EMSL Analytical, Inc. Westmont 107 Haddon Ave., Westmont NJ AIHA IHLAP 100194, NVLAP Lab Code 101048-0, NYS ELAP 10872, NJ DEP 04006

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Project: **HASTINGS MIDDLE SCHOOL/20064.0001**

EMSL Proj:
Analysis Date: 8/14/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-68 040920269-0068	ROOM 130	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-70 040920269-0069	ROOM 127	White Fibrous Heterogeneous	35% Min. Wool	55% Non-fibrous (other)	5% Chrysotile 5% Amosite
HM-72 040920269-0070	ROOM 129	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-73 040920269-0071	ROOM 129	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-74 040920269-0072	ROOM 131	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-80 040920269-0073	ROOM 121	White/Beige Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-81 040920269-0074	ROOM 119	White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-86 040920269-0075	ROOM 125	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-87 040920269-0076	ROOM 121	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-88 040920269-0077	ROOM 119	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-89 040920269-0078	ROOM 219	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-92 040920269-0079	ROOM 321	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-93-TILE 040920269-0080	ROOM 125	White/Green Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile
HM-93-MASTIC 040920269-0081	ROOM 125	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-94-BASECOVE ONLY 040920269-0082	ROOM 125	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-95 040920269-0083	ROOM 124	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
HM-96 040920269-0084	ROOM 121	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
HM-97 040920269-0085	ROOM 119	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
HM-98 040920269-0086	ROOM 123	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
HM-99 040920269-0087	ROOM 122	White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
HM-100 040920269-0088	ROOM 206	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-101 040920269-0089	236 AUTO CENTER	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-102-TILE ONLY 040920269-0090	ROOM 124	Tan Non-Fibrous Heterogeneous		88% Non-fibrous (other)	12% Chrysotile
HM-103-FLOOR TILE 040920269-0091	ROOM 123	White/Green Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile
HM-103-MASTIC 040920269-0091A	ROOM 123	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-104 040920269-0092	ROOM 120	Gray/White Fibrous Heterogeneous	25% Cellulose 15% Glass	60% Non-fibrous (other)	None Detected
HM-105 040920269-0093	BAND 136	Gray/White Fibrous Heterogeneous	70% Min. Wool	30% Non-fibrous (other)	None Detected
HM-106 040920269-0094	BAND 136	Gray/White Fibrous Heterogeneous	30% Cellulose 45% Min. Wool	25% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-107 040920269-0095	BAND 136	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-108 040920269-0096	ROOM 108	Black Non-Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile
HM-109 040920269-0097	ELEVATOR	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-111-COVE BASE 040920269-0098	ROOMS 222 & 223	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-111-MASTIC 040920269-0098A	ROOMS 222 & 223	Yellow Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
HM-113 040920269-0099	E & W STORAGE 1917	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-114-COVE BASE 040920269-0100		Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-114-MASTIC 040920269-0100A		White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-116 040920269-0101	NURSES STATION	Gray/White Fibrous Heterogeneous	25% Cellulose 20% Glass	55% Non-fibrous (other)	None Detected
HM-117 040920269-0102	LIBRARY (237)	Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (other)	None Detected
HM-118 040920269-0103	236	Yellow Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
HM-119-TILE 040920269-0104	RM 237	Brown/Tan Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-119-MASTIC 040920269-0105	RM 237	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-120- STAIRTREAD 040920269-0106	LIBRARY	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-120-MASTIC 040920269-0107	LIBRARY	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-121 040920269-0108	LIBRARY	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
		no mastic			
HM-122-GRAY LEVELING COMP 040920269-0109	ROOM 309	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-122-WHITE LEVELING COMP 040920269-0109A	ROOM 309	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-122-MASTIC 040920269-0110	ROOM 309	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-123 040920269-0111	ATTIC ABOVE AUD	Brown/Black Fibrous Heterogeneous	65% Cellulose	35% Non-fibrous (other)	None Detected
HM-124 040920269-0112	ROOM 311	Brown/White Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-125-COVE BASE 040920269-0113	FORMER AUDITORIUM BALCONY	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-125-MASTIC 040920269-0113A	FORMER AUDITORIUM BALCONY	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
HM-127 040920269-0114	ROOM 313	Gray/White Fibrous Heterogeneous	40% Cellulose 35% Min. Wool	25% Non-fibrous (other)	None Detected
HM-128-TILE 040920269-0115	ROOM 316	Black Non-Fibrous Homogeneous		92% Non-fibrous (other)	8% Chrysotile
HM-128-MASTIC 040920269-0116	ROOM 316	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
HM-129-TILE 040920269-0117	ROOM 316	Gray Non-Fibrous Homogeneous		90% Non-fibrous (other)	10% Chrysotile
HM-130 040920269-0118	ROOM 325	Gray Non-Fibrous Homogeneous		92% Non-fibrous (other)	8% Chrysotile

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-131-TILE 040920269-0119	ROOM 322	Gray Non-Fibrous Homogeneous		90% Non-fibrous (other)	10% Chrysotile
HM-131-BACKING 040920269-0120	ROOM 322	Red/Black Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
HM-132 040920269-0121	ROOF	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
HM-133 040920269-0122	ROOF	Gray/Tan Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
HM-134 040920269-0123	ROOF SEAMS	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
HM-135 040920269-0124	ROOF	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
		Suggest Tem			
HM-136 040920269-0125	ROOF	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-137-BLACK 040920269-0126	ROOF	Black Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile
HM-137-SILVER 040920269-0127	ROOF	Silver Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
HM-138-BLACK 040920269-0128	RHU-1 ROOF	Black Non-Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile
HM-138-SILVER 040920269-0129	RHU-1 ROOF	Silver Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
HM-139 040920269-0130	RHU-1 ROOF	Gray/Black Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
HM-140 040920269-0131	RHU-1 ROOF	Silver Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile
HM-141 040920269-0132	AUDITORIUM WINDOWS (NORTH SIDE)	Brown/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Suggest Tem

Analyst(s)

Erica Valent (111)
Jerry Cherian (31)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. Westmont 107 Haddon Ave., Westmont NJ AIHA IHLAP 100194, NVLAP Lab Code 101048-0, NYS ELAP 10872, NJ DEP 04006

**EMSL Analytical, Inc.**

107 Haddon Ave., Westmont, NJ 08108

Phone: (856) 858-4800 Fax: (856) 858-4960 Email: westmontaslab@EMSL.com

Attn: **Mike Smith**
B2 Environmental
PO Box 2202
Grand Island, NE 68802

Customer ID: BENV85B
Customer PO: 20064.0001
Received: 08/12/09 10:30 AM
EMSL Order: 040920269

Fax: Phone: (308) 381-9677
Project: **HASTINGS MIDDLE SCHOOL/20064.0001**

EMSL Proj:
Analysis Date: 8/14/2009

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
HM-143 040920269-0133	1X1 GLASS BLOCKS S SIDE 17	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	<1% Chrysotile
Suggest Tem					
HM-145 040920269-0134	WINDOWS 27 AUDITORIUM	Blue/Grayish Non-Fibrous Heterogeneous		97% Non-fibrous (other)	3% Chrysotile

Analyst(s)

Erica Valent (111)
Jerry Cherian (31)

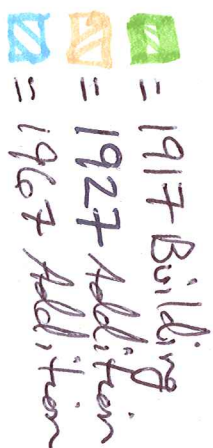
Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. The test results meet all NELAC requirements unless otherwise specified.

Samples analyzed by EMSL Analytical, Inc. Westmont 107 Haddon Ave., Westmont NJ AIHA IHLAP 100194, NVLAP Lab Code 101048-0, NYS ELAP 10872, NJ DEP 04006

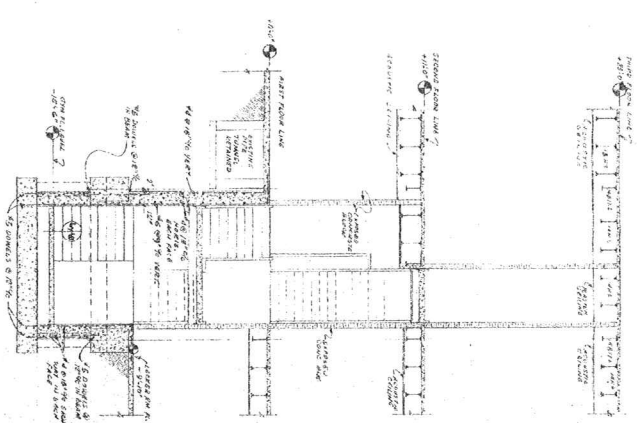
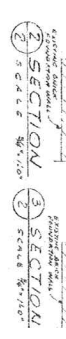
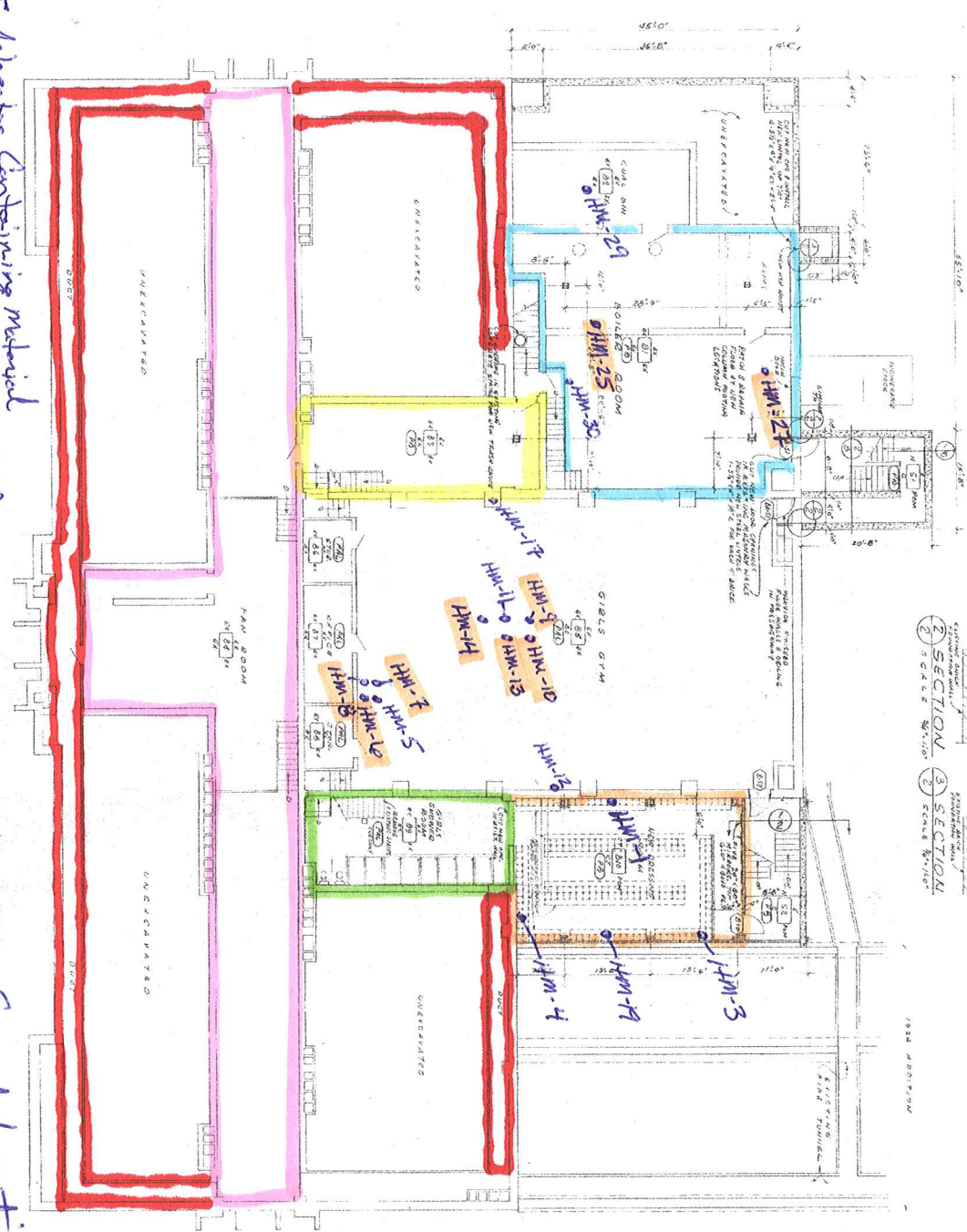
APPENDIX B

SAMPLE LOCATION MAPS



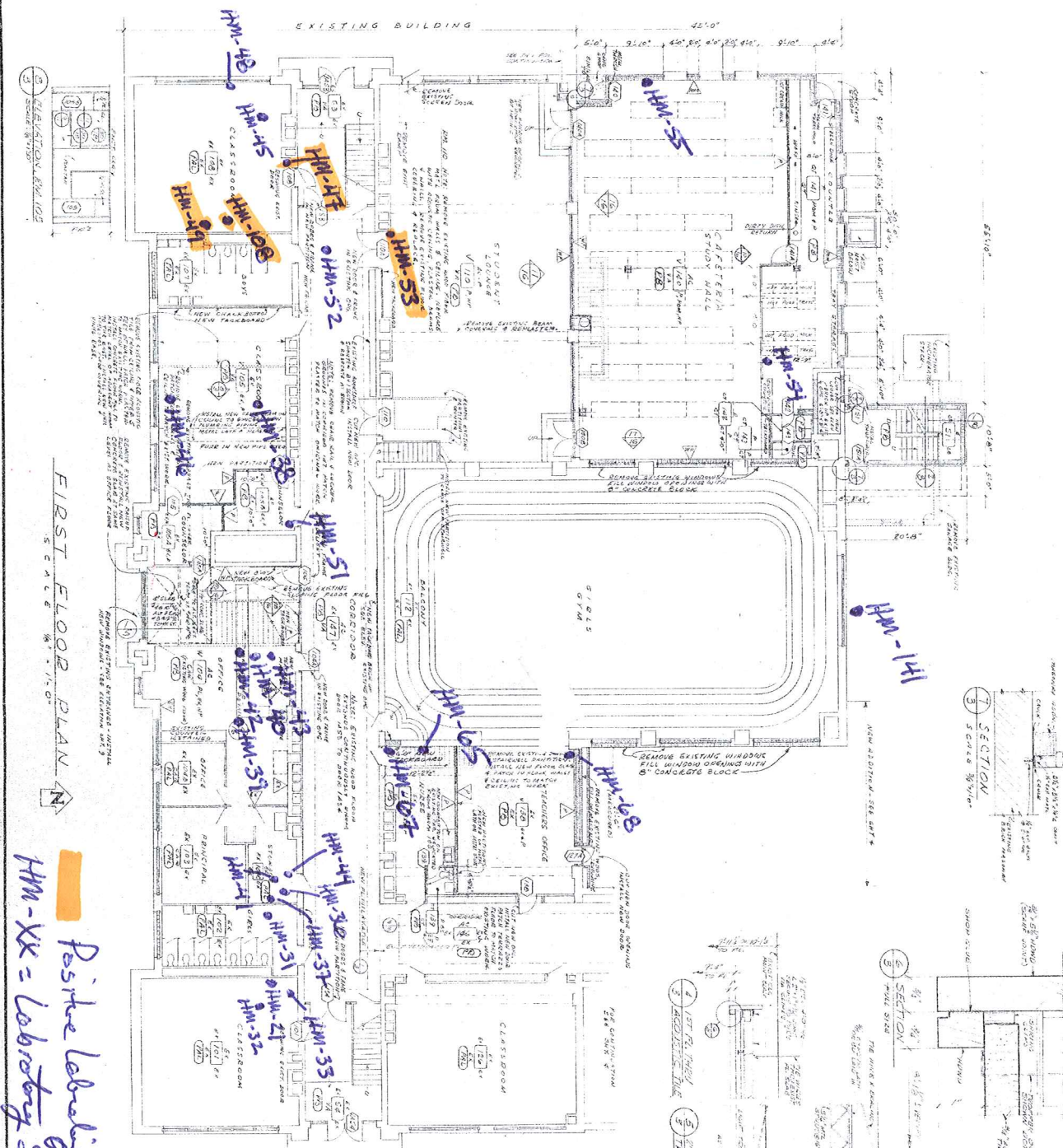
HASTINGS JUNIOR HIGH SCHOOL
HASTINGS, NEBRASKA
Stodd, Weinstein & Associates, Inc.

= Asbestos containing material
 = Room B9 □ = Boiler Room (B1)
 = Room B10 □ = Fan Room (B4)
 = Room B3 □ = Tunnel with BTI
 HM-XX = Sample location



1. WILLIAM MARY WAS CONSIDERED TO BE CALLED QUEEN IN NY
2. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
3. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
4. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
5. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
6. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
7. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
8. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
9. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES
10. WILLIAM WAS THE FIRST ENGLISH MONARCH TO BE CROWNED IN THE UNITED STATES

1st Floor



FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

Positive Labeling Result.
HM-XX = Laboratory Sample ID

ROOM FINISH DESIGNATION

ROOM FINISH DESIGNATION

ROOM NUMBER - FINISH

ABBREVIATIONS (ROOM FINISH)

A	ACROUSTIC
B	BRICK
C	CONCRETE BLOCK
D	CEMENT TILE
E	EXISTING
F	FINISHED STONE
G	GLASS
H	HARDWOOD (SOLID PLANK)
I	INSULATION
J	JADE
K	WOOD PANELING
L	WOOD PANELING
M	WOOD PANELING
N	WOOD PANELING
O	WOOD PANELING
P	WOOD PANELING
Q	WOOD PANELING
R	WOOD PANELING
S	WOOD PANELING
T	WOOD PANELING
U	WOOD PANELING
V	WOOD PANELING
W	WOOD PANELING
X	WOOD PANELING
Y	WOOD PANELING
Z	WOOD PANELING

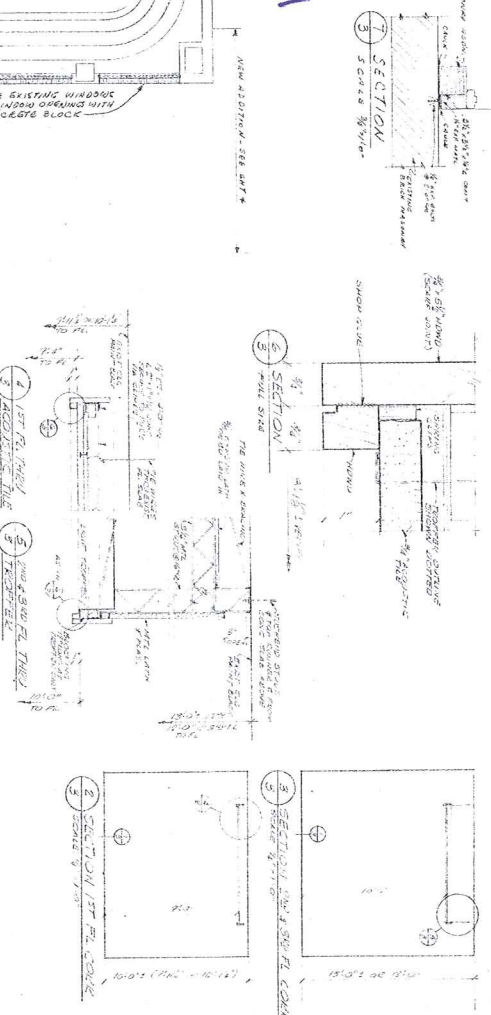
HASTINGS JUNIOR HIGH SCHOOL
HASTINGS, NEBRASKA

ARCHITECTS
OAKA
408 W. 12th
NEBRASKA

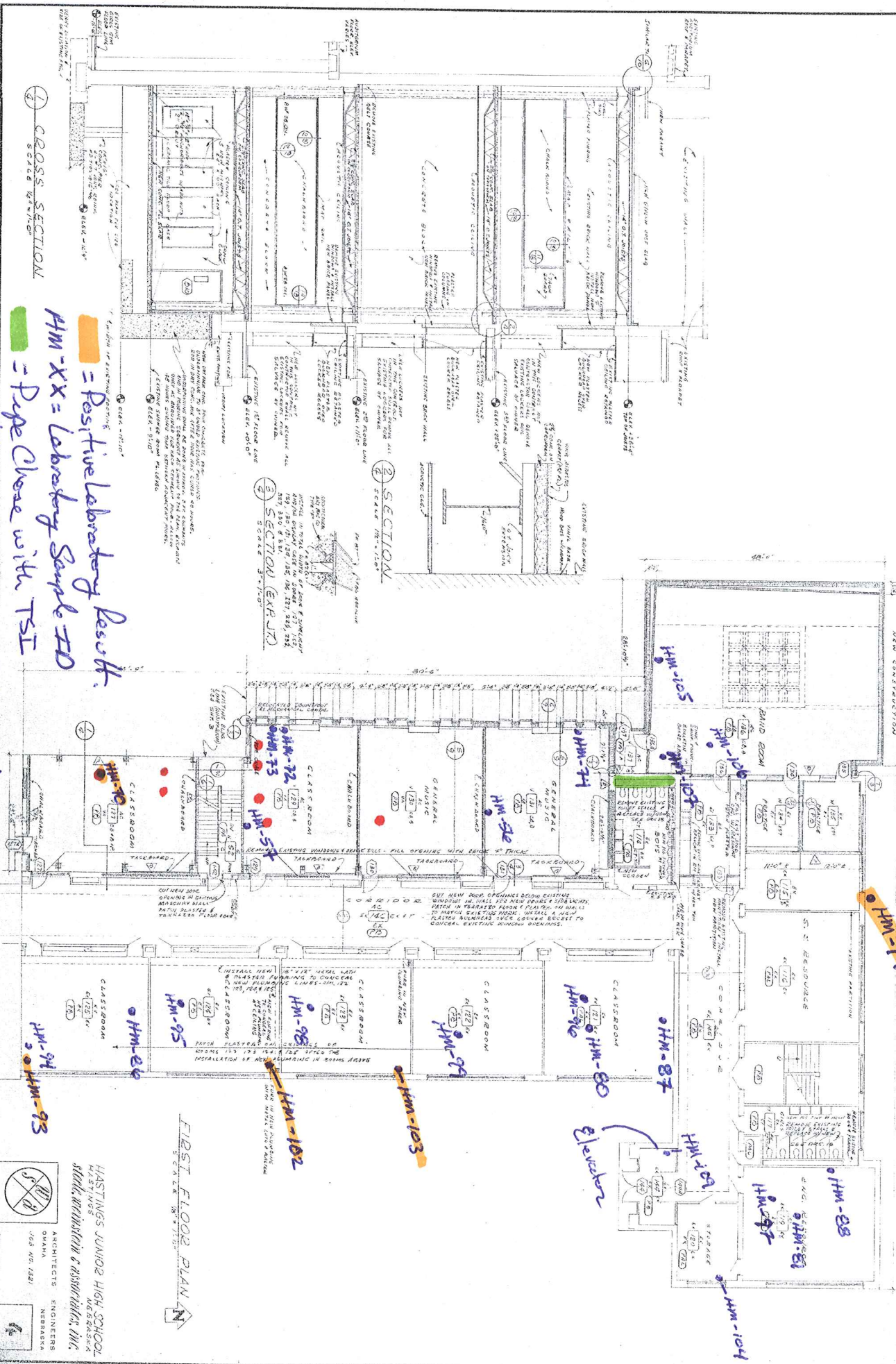
ENGINEERS
NEBRASKA

DES. 1967

3



1st Floor



CROSS SECTION
SCALE 1/8" = 1'-0"

SECTION
SCALE 1/8" = 1'-0"

FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



HASTINGS JUNIOR HIGH SCHOOL
ARCHITECTS & ENGINEERS, INC.
1020 N. 12TH ST.
OMAHA, NE 68102

10/20/1987

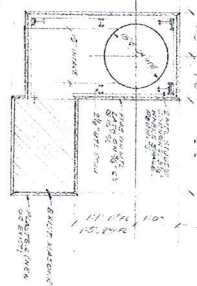


NEBRASKA

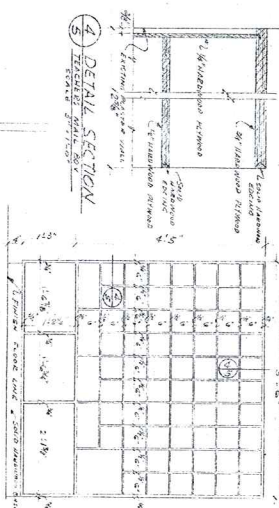
- Positive Laboratory Result.
- Pipe Chase with TSI
- Location of 1/2" TSI MF (Observed)

2nd Floor

2 PLAN SECTION
5 TO TRASH CHUTE
SCALE 1/4" = 1'-0"



4 DETAIL SECTION
5 TRASH CHUTE
SCALE 1/4" = 1'-0"

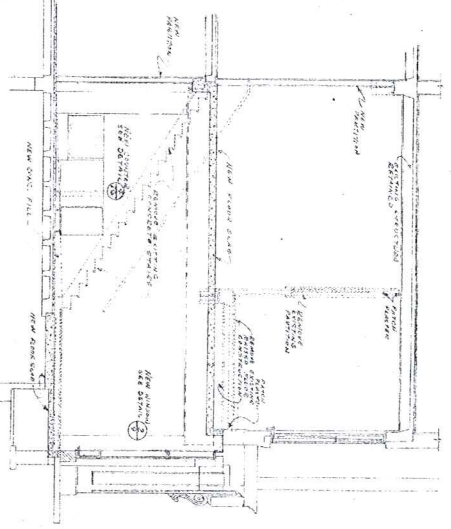


3 ELEVATIONAL ROOM 104
5 TEACHERS MAIL BOX
SCALE 1/4" = 1'-0"

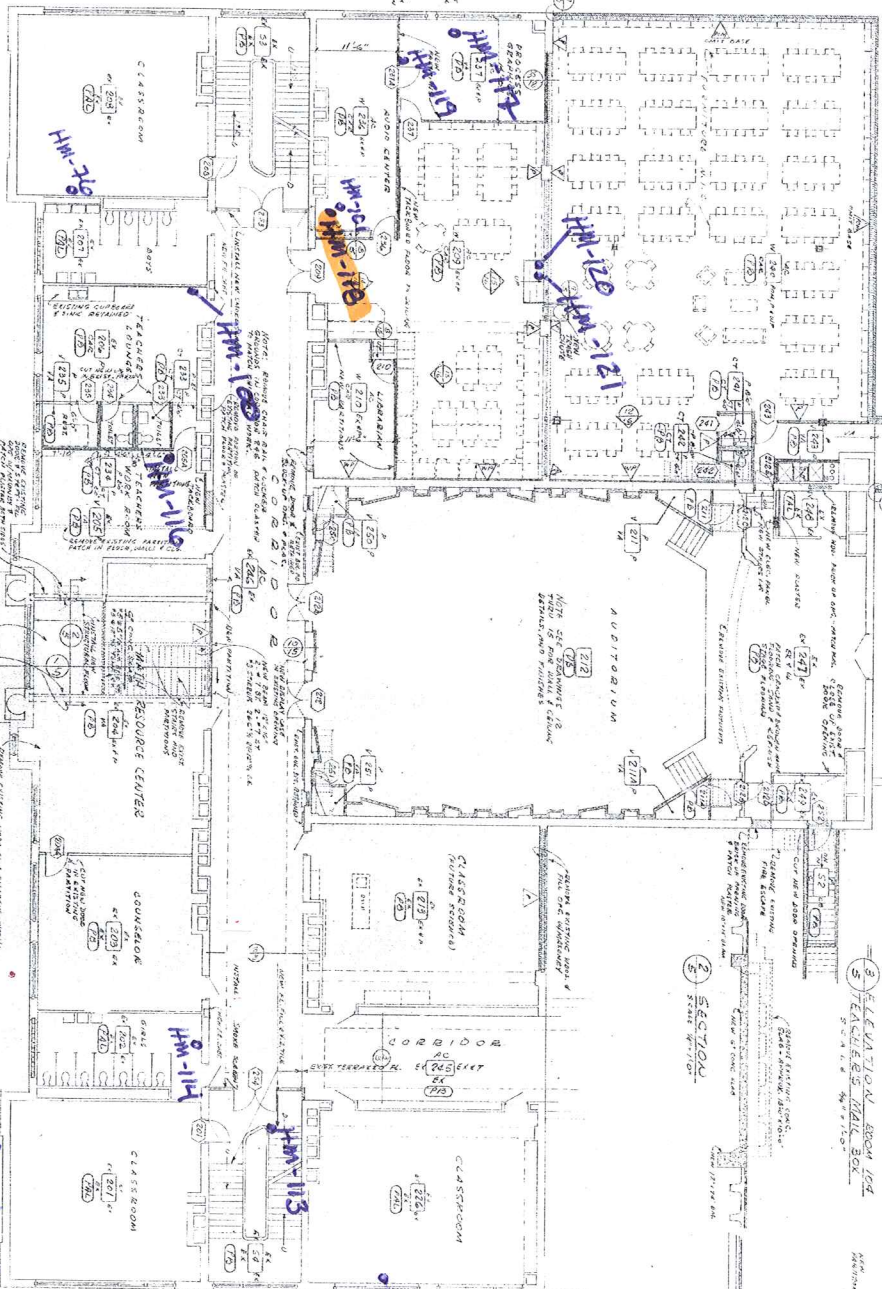


2 SECTION
5 STAIR W/STAIR

1 SECTION AT EXISTING SOUTH ENTRANCE
5 SCALE 1/4" = 1'-0"



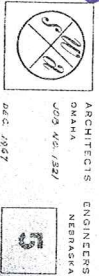
NOTE:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

HM-XX = Positive Laboratory for sitting Junior High School students with disabilities and students & associated staff.

ARCHITECTS ENGINEERS
GMAA
500 W. 132
NEBRASKA
686 087



04m-29



ARCHITECTS
ENGINEERS
OMAHA
NEBRASKA
-103 No. 1321



HASTINGS JUNIOR HIGH SCHOOL
HASTINGS
NEBRASKA
Steel, Weinstein & Associates, Inc.
ARCHITECTS
ENGINEERS
OMAHA
NEBRASKA
508 MC 1521

ARCHITECTS
OMAHA
JAN 19 1988

INFE
BRAS

 = Positive Laboratory Result.
 = TSI above Ceiling (Attic)
 = Approximate Location of TSI MF (Observed) - Attic
 HM-XX = Laboratory Sample ID

$11M-133$ (Red)
 $11M-132$ (Red)
 $11M-134$ (Red)



 = Positive Laboratory Result.
 = Pipe Close with TSI
 = TSI Above Ceiling
 HM-XX = Laboratory Sample ID.

APPENDIX C

QUALIFICATIONS

State of Nebraska

Department of Health and Human Services

Division of Public Health

License Type: Asbestos Inspector

License No. 1065 Status: Active

Michael Aaron Smith

B2 Environmental

10838 Old Mill Rd

Omaha NE 68154

Expires: 07/08/2011

Heidi L. Meeks
Administrator / Licensure Unit

Signature

APPENDIX B

State: Nebraska

Construction Types: Building

Counties: Nebraska Counties of
Adams

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BOIL0083-002 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.48	33.57

ELEC0265-003 09/01/2025

	Rates	Fringes
ELECTRICIAN ZONE 4: 76 MILES AND OVER FROM THE MAIN POST OFFICE IN LINCOLN.....	\$ 36.00	18.99
ELECTRICIAN ZONE 3: 51 TO 75 MILES FROM THE MAIN POST OFFICE IN LINCOLN.....	\$ 35.60	18.94
ELECTRICIAN ZONE 2: 36 TO 50 MILES FROM THE MAIN POST OFFICE IN LINCOLN.....	\$ 35.30	18.91
ELECTRICIAN ZONE 1: 0 TO 35 MILES FROM THE MAIN POST OFFICE IN LINCOLN.....	\$ 35.00	18.88

ELEV0028-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. VACATION PAY: 8% FOR PERSONS WITH 5 OR MORE YEARS OF SERVICE, 6% FOR PERSONS WITH LESS THAN 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....	\$ 55.88	38.44

IRON0021-001 06/01/2025

Rates	Fringes
-------	---------

IRONWORKER, STRUCTURAL.....	\$ 39.00	22.30
-----------------------------	----------	-------

LABO1140-010 10/01/2023

	Rates	Fringes	
LABORER (MASON TENDER, BRICK & HOD).....	\$ 24.00		13.48

PLUM0016-009 05/25/2025

	Rates	Fringes	
PLUMBER (EXCLUDES HVAC PIPE AND SYSTEM INSTALLATION).....	\$ 44.26		16.90

PLUM0464-017 06/01/2025

	Rates	Fringes	
PIPEFITTER (INCLUDES HVAC PIPE AND SYSTEM INSTALLATION).....	\$ 46.25		21.10

SHEE0003-006 07/01/2023

	Rates	Fringes	
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION).....	\$ 39.65		19.87

SUNE2012-001 04/19/2012

	Rates	Fringes	
TRUCK DRIVER: DUMP, LOWBOY AND TANDEM.....	\$ 14.56		1.68
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 19.07	4.15	
ROOFER.....	\$ 14.52	0.65	
OPERATOR: LOADER.....	\$ 16.58	0.94	
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 21.82		2.22
LABORER: COMMON OR GENERAL.....	\$ 12.39	2.40	
CEMENT MASON/CONCRETE FINISHER.....	\$ 17.80	1.34	
CARPENTER.....	\$ 17.53	2.21	
BRICKLAYER.....	\$ 26.74	1.83	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dol.gov%2fagencies%2fwfhd%2fgovernment-contracts&c=E,1,tdm9Lde6Yi-uTJOwq2DGsK_ma6rT_ccZk43tCVmIqrz5vgvrJEute2J7g_bV16NxBdrzq6_uoy33qPiivYDYeh7ODGa52xJE458-RuAdogAqtDYMkzK6yYd&typo=1.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at https://linkprotect.cudasvc.com/url?a=https%3a%2f%2f%2fwww.dol.gov%2fwfhd%2fgovcontracts&c=E,1,xLKCEc9oF0IWvWrIWxPDHALDOaD6fZbcapLUVYY6cyBde1UifeHB_kdIdE2aARr-mN74Fr-m5x3wp0TwulQhZdwFzzeSDyb_QzRh7gsATSsJFg.,&typo=1.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than “SU”, “UAVG”, “SA”, or “SC” denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The “SU” identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

“SU” wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The “SA” identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the “SA” identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

"