

## Memorandum

**To:** Interested Contractors  
**From:** John Winkler, General Manager  
**Date:** August 12, 2022  
**Re:** Invitation for Bids for Douglas County Property Demolition  
**Bids Received by: August 26, 2022 2:00 pm**

---

The Papio-Missouri River Natural Resources District (District) will receive bids for the demolition and cleanup of 2 residential properties in Douglas County, Nebraska.

The work consists of demolition of residential structures at 2 properties in Douglas County. Asbestos and lead paint inspections have been completed and no issues were found. These reports are attached. Each property will be awarded as a separate contract. All work must be completed by September 23, 2022.

Items to be included in the bid:

- Removal of building debris to an approved landfill (this includes garages, driveways, sidewalks, and above-grade concrete slabs).
- Permitted disposal of fuel tanks that support a residential use only, if applicable.
- Removal of all structure foundation walls to at least 1 foot below the finish grade of the site.
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site.
- Grading, leveling, and seeding of all sites.

A map of the properties and a contractor agreement form are attached. Minimum insurance requirements are outlined in the contractor agreement form and are required in order to bid this project.

Bidders should provide their bid and a signed agreement to be considered.

**Bids addressed to General Manager, Papio-Missouri River Natural Resources District, 8901 South 154<sup>th</sup> Street, Omaha, Nebraska 68138, and marked "Bid Enclosed – Douglas County Demolition" must be on file in such office on or before 2:00 pm on August 26, 2022. Any Bids received after the specified time will not be considered.** The bids to be opened and read by the General Manager before bidders and the public commencing at 2:00 pm on that same date at the District's office.

Inquiries regarding this matter may be addressed to Lori Laster at [llaster@papionrd.org](mailto:llaster@papionrd.org). Papio-Missouri River NRD staff may be reached by telephone at 402-444-6222.

24142 Crown Point Ave., Valley, Nebraska  
Demolition Bid Packet  
**August 12, 2022**



The following items are included in the bid package:

- Contractor Agreement
- Government-Mandated Provisions
- Supplementary Conditions
- Map
- Asbestos/Lead Paint Report

The Contractor Agreement, Government-Mandated Provisions Certification, and the Supplementary Conditions must be completed and returned with the bid.

**“This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.”**

**24142 Crown Point Avenue  
Contractor Agreement  
(this "Contract")**



Papio-Missouri River Natural Resources District (District)	Contractor Information (Contractor)
8901 S. 154 <sup>th</sup> Street	Name:
Omaha, NE 68138	Address:
Phone: (402) 444-6222	City/State/Zip:
Fax: (402) 895-6543	Phone:

<p><b>Work to be performed for the District (the Work):</b></p> <p>The work consists of demolition of residential structures 24142 Crown Point Avenue in Douglas County, Nebraska. A map and asbestos/lead pain inspection report is included in Attachment 3. All work must be completed by September 23, 2022.</p> <p><b>Items to be included in the bid:</b></p> <ul style="list-style-type: none"> <li>•Removal of building debris to an approved landfill (this includes garages, driveways, sidewalks, and above-grade concrete slabs);</li> <li>•Permitted disposal of fuel tanks that support a residential use only, if applicable;</li> <li>•Removal of all structure foundation walls to at least 1 foot below the finish grade of the site;</li> <li>•Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and</li> <li>•Grading, leveling, and seeding of all sites.</li> </ul> <p>See Attachment 2 for further details. Additionally, this project is funded in part by the Federal Emergency Management Agency (FEMA). See Attachment 1 for additional contract provisions.</p>
--

Total Contract Price:	
-----------------------	--

Contractor shall commence the Work on **August 29, 2022** and shall complete the Work by **September 23, 2022**. Time is of the essence for the Work. Contractor shall be responsible for obtaining any and all licenses, permits, and authorizations required for the Work. This Contract may only be amended or supplemented by a written change order executed by the District. Contractor shall not be entitled to any additional compensation in excess of the Contract Price, without The District’s prior written approval in the form of a written change order.

Contractor agrees to undertake the Work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the District, its directors, officers and

employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by Contractor, Contractor’s employees, and/or third parties for damages to persons or property, except as may be caused directly by the sole negligence or willful misconduct of the District or of its directors, officers or employees. Contractor shall not subcontract any portion of the Work or assign any portion of this Contract without the prior written consent of the District, which consent may be withheld in the District’s sole discretion.

Contractor agrees to and shall maintain the following types and minimum limits of insurance during the term of this contract, and at the commencement of the Work and at other times as reasonably requested by the District, to furnish Certificates of Insurance to the District evidencing the same:

- A. Commercial General Liability - \$1,000,000 – naming the District as an additional insured
- B. Workers Compensation – Statutory limits
- C. Commercial Auto Liability - \$1,000,000

Contractor affirmatively waives any and all claims by Contractor against the District for indirect or consequential damages, including but not limited to, lost or anticipated profits. Contractor further hereby waives any and all lien rights it may have with respect to the Work and/or any property related to the Work.

Contractor agrees to perform the Work skillfully, carefully, diligently and in a good and workmanlike manner, and guarantees and warrants the Work against all defects in materials or workmanship for 2 years after completion of the Work. Contractor agrees to comply with all Federal, State and local laws, codes, regulations, and the policies of the District, which can be found at <http://www.papionrd.org/about-nrd/policies-and-manuals/> (collectively, “Laws and Regulations”). Contractor further agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old age retirement funds, due as a result or incident of the Work.

Contractor shall submit a written invoice to the District for the Work completed up to the date of the invoice. The District will review the invoice to determine whether the invoice accurately represents the amount completed and, in its sole discretion, determine whether to approve the full invoice or pay a portion of the invoice for the Work completed at the date of the invoice. The invoiced amount as approved by the District will be paid to the Contractor no later than forty-five (45) days after the date the invoice was received by the District.

Contractor acknowledges that it has reviewed and will meet the Provisions 1 through 22 on the attached Government-Mandated Provisions document. \_\_\_\_\_ **(Contractor to Initial)**

Nothing herein or in any other agreement between Contractor and the District shall be construed as a waiver of all or any part of, or as in any way limiting, the sovereign immunity afforded to the District pursuant to Laws and Regulations.

Accepted and agreed to:

<b>Papio-Missouri River NRD</b>	<b>Contractor:</b>
Print Name/Title:	Print Name/Title:
Signature/Date:	Signature/Date:

### **Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the NRD's contracts relating to the project include certain provisions. To the extent the government-mandated provisions listed below conflict with the terms of the Agreement between the NRD and Contractor, the government-mandated provisions shall apply. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR §13.36 and the FEMA Contract Provisions Template, FEMA Office of Chief Counsel.

1. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by NRD to Contractor, then NRD may take any one or more of the following steps, at its option:
  - a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the NRD hereunder, or obtain damages caused to the NRD by any such default;
  - b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
  - c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
  - d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
  - e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of NRD to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that NRD prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by NRD.

2. Termination for Cause. NRD may terminate this Contract as set out in the foregoing Section 1(d).
3. Termination for Convenience. NRD may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

#### 4. Equal Employment Opportunity.

##### a. Definitions

i. *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60- 1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

##### b. Requirements

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a

contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Anti-Kickback. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair where the Davis-Bacon Act applies, but does not apply to the FEMA Public Assistance Program).
6. Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding). If applicable, and in accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. Contract Work Hours and Safety Standards Act. When awarded a contract by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers for construction work, the Contractor must comply with the following:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.



(3) Withholding for unpaid wages and liquidated damages. FEMA or the NRD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by NEMA and NRD. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NEMA and NRD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ii. Required disclosure forms are attached as Exhibit A to this addendum.

10. Reporting Requirements. The Contractor agrees to comply with all governmental requirements and regulations pertaining to the reporting of information within any specified period of time.
11. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
12. Access to Documents. Contractor shall exercise best efforts to maintain communication with NRD's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to NRD, Nebraska Emergency Management Agency (NEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the NRD, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the NRD's use of such documents on other projects.
13. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
14. Clean Air Act and the Federal Water Pollution Control Act.
  1. For all Contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.Federal Water Pollution Control Act
  1. The contractor agrees to comply with all applicable

standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. Domestic Preference for Procurements. To the fullest extent permitted under law, the Contractor through its purchases and subcontracts shall provide a preference for the purchase, acquisition, or use of good, products or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

For the purposes of this section above:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

“Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Access to Records.

The following access to records requirements apply to this contract: (1) The Contractor agrees to provide NRD, NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the NRD and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995]

19. Bonding Requirements. For construction or facility improvement contracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum bonding requirements are as follows:

- (1) A bid guarantee from each bidder equivalent to five (5) percent (%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Prior to or at contract execution, the Contractor shall provide to the NRD:

- (2) A performance bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- (3) A payment bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

*Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

*(a) Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national

security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(b) Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(c) Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used

as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

21. Compliance with Federal Law, Regulations and Executive Orders.

i. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ii. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Exhibit A**

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



Supplementary Conditions  
August 12, 2022



The following conditions are to be met and included in the bid:

- Demolition of structure(s) at 24142 Crown Point Avenue in Douglas County. See attached map.
- All work must be completed by September 23, 2022.
  
- Asbestos and lead paint inspection report is attached. No asbestos or lead paint was detected.
- Obtain all necessary permits (demolition permit).
- Removal of demolition debris and household hazardous wastes to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs);
- Permitted disposal of fuel tanks that support a residential use only;
- Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;
- Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage);
- Removal of only those trees that restrict the demolition work on any structure;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and
- Grading, leveling, and seeding of all demolition sites.

I have read and accept these Supplemental Conditions.

---

Name/Company

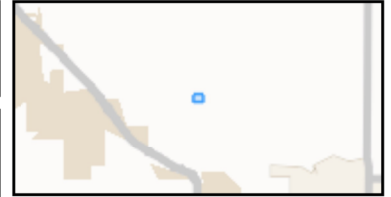
---

Signature

---

Date

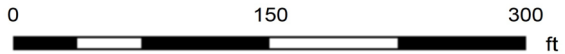
**“This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.”**



### Legend

Parcels

Property Lines



Please contact Douglas County GIS for map questions ([gis@douglascounty-ne.gov](mailto:gis@douglascounty-ne.gov))

Printed from [dogis.org](http://dogis.org):  
08/11/2022 11:08:52

*This map is a user generated static output from an Internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.*



August 5, 2022

Mrs. Lori Ann Lester  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, Nebraska 68138

**Subject:** Pre-Demolition Asbestos and Lead-Based Paint (LBP) Survey Report  
Vacant Single-Family Home  
24142 Crown Point Avenue  
Valley, Nebraska 68064  
Atlas Project No.: 204BS04845

Dear Mrs. Lester:

Atlas Technical Consultants (Atlas) is pleased to submit this report for the results of the asbestos-containing materials (ACMs) and lead-based paint (LBPs) survey conducted at the Vacant Single-Family Home located at 24142 Crown Point Avenue in Valley, Nebraska 68064 (Project Site). This ACM and LBP survey was conducted at the request of Papio-Missouri River Natural Resources District (Client) in preparation for demolition of the Project Site. Atlas conducted the survey on July 26, 2022. As detailed below, no asbestos was identified in the Project Area and no lead-based paints were identified in the Project Area.

#### *Pre-Demolition Asbestos Survey*

On July 26, 2022, the site located at 24142 Crown Point Avenue in Valley, Nebraska 68064, was inspected for ACM by inspector Jerod Frost of Atlas. Mr. Frost has completed the requisite training for asbestos accreditation as inspector at a state approved training provider under TSCA Title II. Mr. Frost's AHERA accreditation number is MTITB9349IR and his State of Nebraska Inspector license number is 1220. Atlas' asbestos survey was performed generally following the sampling protocol as outlined under AHERA, 40 Code of Federal Regulations (CFR) 763. Approximate quantities of visible and accessible suspect materials were estimated by field measurements.

#### Laboratory Analytical Method

Bulk samples were collected of suspect building materials, other than glass and bare wood or metal building, on July 26, 2022 by assessing the condition of the material and removing a small piece that was then placed into a sample bag, sealed and uniquely labeled. The sample locations were noted and the samples were delivered to EMSL Analytical Inc. (EMSL) Laboratory for analysis using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). The laboratory is located in Cinnaminson, New Jersey and is registered as an American Industrial Hygiene Association (AIHA)-accredited laboratory and participates in the National Voluntary Lab Accreditation Participation (NVLAP) (Lab #101048-0).

#### Asbestos Results

A summary of the analytical results, sample numbers, material descriptions, sample locations and estimated quantities is provided in Table 1. Atlas personnel certifications are provided in Attachment A. Supporting documentation for the sample analyses, including copies of laboratory analytical reports, chain-of-custody documents and laboratory certifications are provided in Attachment B.

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | [oneatlas.com](http://oneatlas.com)



Table 1. Limited Asbestos Sampling Results  
Vacant Single-Family Home  
24142 Crown Point Avenue  
Valley, Nebraska 68064  
Sampling Date: July 26, 2022

Sample No.	Homogenous Material	Location	Asbestos Content per Layer	Friable	Condition
1	Garage Shingles	Garage	ND	No	Fair
2	Shingles with Felt Paper	House	ND	No	Fair
3	Drywall	Throughout	ND	No	Fair
4	Joint Compound	Throughout	ND	No	Fair
5	Floor Tile – Brown with White	Dining Room	ND	No	Fair
6	Ceiling Texture	Ceiling	ND	No	Fair
7	Ceiling Texture	Ceiling	ND	No	Fair
8	Ceiling Texture	Ceiling	ND	No	Fair

ND = Non detect, NA = Not Applicable, \* = Positive/contaminated by proximal association with an asbestos layer; \*\*= Less than regulated levels of asbestos by PLM analysis (EPA), nonetheless regulated by OSHA exposure requirements.

### Asbestos-Containing Materials Summary

Atlas submitted eight (8) bulk samples (with 9 layers) of suspect ACMs on July 26, 2022. During the limited survey, Atlas identified the following visible/accessible ACMs:

- **No Asbestos Containing Materials**

Contractors should use caution during construction-related activities as concealed asbestos-containing materials that were not previously visible/sampled may be encountered. If materials not sampled during this investigation are later discovered, they should be sampled and confirmed if they contain regulated quantities of asbestos by PLM analysis. If so confirmed, they will require removal and disposal in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to asbestos-containing materials requires personnel training, monitoring and accreditations.

### Lead-Based Paint Survey

The LBP inspection via XRF methodology at the Site was conducted in general accordance with the United States Environmental Protection Agency (US EPA) 40 CFR Part 745 “Lead; Identification of Dangerous Levels of Lead; Final Rule”, dated January 5, 2001, and the U.S. Department of Housing and Urban Development’s (HUD) “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (HUD Guidelines), dated June 1995, revised 2012.

XRF Analytical Method





Atlas utilized XRF Lead Paint Analyzer Pb200i (serial number 1847), manufactured by Heuresis Corporation, to perform the inspection. XRF analysis was performed on various accessible interior painted components within the Site. One XRF reading was taken on each representative building component. No paint chip samples were collected during this survey. XRF results were divided into two categories: positive and negative, as defined by the Pb200i Performance Characteristic Sheet (PCS). A copy of the current PSC for Pb200i is provided in Appendix C.

The Pb200i instrument is a complete lead paint analysis system that quickly, accurately and non-destructively measures the concentration of LBP on painted surfaces. Pb200i field of view is limited to a depth of 3/8", deep enough to handle virtually all painted surfaces, but not prone to detect lead objects located behind the surface or painted surfaces on the reverse side of the component being tested. The Pb200i analyzer is able to analyze and compute corrections for any substrate material effects, eliminating any corrections by the device operator. The Pb200i spectrum analyzer recorded test results in milligrams per square centimeter (mg/cm<sup>2</sup>), according to "K-Shell" readings, as required by HUD Guidelines.

Upon arrival at the job Site and after the inspection work was completed, several "validation tests" were performed to assure that the instrument was operating properly. A series of three test measurements (three readings each) were taken on the U.S. National Institute of Standards and Technology (NIST) Paint Film Standard (1.02 mg/cm<sup>2</sup> Standard Reference Material No. 2573), a calibration block provided by the manufacturer, and 0.0 mg/cm<sup>2</sup> block, as required by the instrument's PCS and HUD Guidelines. The individual readings and an average of the three readings were recorded and compared to the standards. In all cases, the instrument was functioning within the standard deviation as defined by the manufacturer and the PCS.

#### Lead-Based Paint Regulatory Limits

Regulatory limits from the Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) have established a definition of lead-based paint (LBP) as a paint or other surface coating that contains more than 1.0 mg/cm<sup>2</sup> or 0.5% lead by weight (equivalent units are: 5,000 µg/g, 5,000 mg/kg, or 5,000 ppm by weight). OSHA's "Lead in Construction Standard" (29 CFR 1926.1101) addresses any concentration of lead in paint ("lead-containing paint"). The Consumer Product Safety Commission (CPSC) has banned new paint containing more than 90 ppm (or 0.009%) lead for residential use.

A total of four (4) painted surface locations were tested for the presence of lead-based paint. The areas tested were of various representative painted building components throughout the interior and exterior of the building. In order for a paint to be considered a lead-based paint, the paint must contain lead in concentrations greater than 1.0 mg/cm<sup>2</sup>.

Table 2. Lead-Based Paint Results Vacant Single-Family Home 24142 Crown Point Avenue Valley, Nebraska 68064 Sampling Date: July 26, 2022					
Sample No.	Paint Color	Substrate	Surface	Sample Location	XRF Results (mg/cm <sup>2</sup> )
19	White	Wood	Wall	Exterior Siding	0.1
20	White	Drywall	Wall	North Wall	0
21	White	Wood	Door	East Entrance	0.1
22	White	Drywall	Ceiling	Living Room	0.2





### *Lead-Based Paint Summary*

No lead-based paint was identified in this survey. According to HUD Guidelines, XRF results are congregated across identical testing combinations (a unique combination of room equivalent, building component type, substrate material, and coating type).

- **No Lead-Based paint**

Based upon the lab results, the data indicates the presence of lead in paint at concentrations below the EPA threshold of 1.0 mg/cm<sup>2</sup>. OSHA considers any detectable level of lead as a "Lead Containing Paint" (LCP) and is subject to the training and work practices in OSHA 29 CFR 1926.62 "Lead in Construction".

Contractors should use caution during construction-related activities as concealed lead-containing paints that were not previously analyzed may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of lead concentrations, then they should be removed, controlled and/or disposed in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to lead-containing paint also require personnel training and monitoring

### *Conclusions*

Atlas' findings and conclusions are based upon visual site observations and interpretations of laboratory analyses, as described in this report. This survey was performed to evaluate the potential presence of ACMs and LBPs in building materials. The analytical results for the July 26, 2022 sampling event identified no ACMs at the Project Site. Paints at or above regulated levels of lead were not identified during the sampling event.

### *Limitations*

Atlas' survey was limited to the observation, minimal destructive sampling and analysis of suspect ACMs and lead painted components in accessible portions of the buildings, limited by access and lighting conditions. Atlas did not collect samples from concealed assemblies, structural cavities, sprinkler systems, fire-rated doors/architectural assemblies, sub-surface conditions, etc. In addition, common construction techniques render portions of any building inaccessible. As a result, additional suspect ACMs and/or lead-containing painted surfaces may be present in inaccessible and unsampled areas/conditions/materials that were not inspected during the limited survey.

Contractors should use caution during construction-related activities as concealed ACMs and lead-containing paints that were not previously analyzed may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of asbestos, then they should be removed and disposed in accordance with federal, state and local regulations, prior to disturbance. Abatement of ACMs must be performed by a licensed abatement contractor.

This report should not 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 Abatement Project Design document or an Abatement Work Plan.

The opinions presented within this report apply to the site conditions existing at the time of Atlas's investigation and interpretation of current regulations pertaining to ACMs and lead-containing paints. Therefore, Atlas' opinions and recommendations may not apply to future conditions that may exist at the site that we have not had the opportunity to evaluate. All applicable federal, state and local regulations should always be verified prior to any work that will disturb materials potentially containing regulated quantities of asbestos. Additionally, other hazardous and universal waste building materials/conditions may exist in the Project Area, including PCB-containing oils/light ballasts/caulks, mercury-containing light tubes/thermostats/switches, moldy conditions, stored/abandoned chemicals, etc.





If you have any questions regarding this report or require further clarification, please contact our office at (402) 697-9747.

Sincerely,

*Atlas Technical Consultants, LLC*

Survey by:

A handwritten signature in black ink that reads "Jerod Frost".

Jerod Frost  
Inspector

Survey by:

A handwritten signature in black ink that reads "Chase Bucknell".

Chase Bucknell  
Inspector

Attachments:

Attachment A: Certifications/Licenses

Attachment B: Laboratory Analytical Reports and Chain-of-Custody Documentation





ATTACHMENT A:  
CERTIFICATIONS / LICENSES

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | oneatlas.com



# State of Nebraska

Department of Health and Human Services

Division of Public Health

Chase J Bucknell

Asbestos Inspector

License #: 1435

Status: Active

Expiration: 04/07/2024



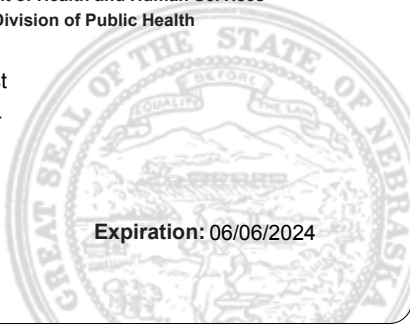
# State of Nebraska

Department of Health and Human Services  
Division of Public Health

Jerod Michael Frost  
Asbestos Inspector

License #: 1220  
Status: Active

Expiration: 06/06/2024



# Certificate of Training

**Jerod Frost**

Has completed the Heuresis Corporation training materials presented by Kenneth Martin on the topic of Instrument Operator Training, Pb200i, with regards to the materials licensed by the Commonwealth of Massachusetts and the Nuclear Regulatory Commission.

## Instrument Operator Training Heuresis Corporation, Pb200i

I confirm that the above named individual has received the training listed on this certificate.



Name

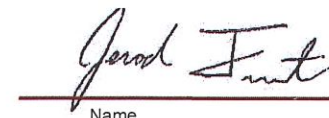
March 10, 2017

Date

Radiation Safety Officer

Title

I certify that I have received the stated training and understand the content presented. I understand that I can follow up this training with questions from Heuresis Corporation.



Name

March 10, 2017

Date





ATTACHMENT B:  
LABORATORY ANALYTICAL REPORTS  
AND  
CHAIN-OF-CUSTODY DOCUMENTATION

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | oneatlas.com



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnaslab@EMSL.com](mailto:cinnaslab@EMSL.com)

EMSL Order: 042218340

Customer ID: ATC55

Customer PO:

Project ID:

**Attention:** Tim Jacobsen  
Atlas Technical  
11117 Mockingbird Drive  
Omaha, NE 68137

**Phone:** (402) 320-8396

**Fax:** (402) 597-8532

**Received Date:** 07/28/2022 9:20 AM

**Analysis Date:** 07/30/2022

**Collected Date:** 07/26/2022

**Project:** 204BS04845 - 24142 Crown Point

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 042218340-0001	Garage - Garage Shingles	Brown/Black Fibrous Homogeneous	15% Glass HA: 1	85% Non-fibrous (Other)	None Detected
2-Shingles 042218340-0002	Home - Shingles	Gray/Black Fibrous Homogeneous	15% Glass HA: 2	85% Non-fibrous (Other)	None Detected
2-Felt Paper 042218340-0002A	Home - Felt Paper	Black Fibrous Homogeneous	40% Glass HA: 2	60% Non-fibrous (Other)	None Detected
3 042218340-0003	Throughout Home - Dry Wall - New	Brown/White Fibrous Homogeneous	15% Cellulose 5% Glass HA: 3	80% Non-fibrous (Other)	None Detected
4 042218340-0004	Edges of Drywall - Joint Compound	White Non-Fibrous Homogeneous	HA: 4	100% Non-fibrous (Other)	None Detected
5 042218340-0005	Dining Room - Floor Tile - Brown w/ White Design	Brown/Tan Non-Fibrous Homogeneous	HA: 5	100% Non-fibrous (Other)	None Detected
6 042218340-0006	Ceiling of Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 6	100% Non-fibrous (Other)	None Detected
7 042218340-0007	Ceiling of Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 6	100% Non-fibrous (Other)	None Detected
8 042218340-0008	Ceiling of Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 6	100% Non-fibrous (Other)	None Detected

Initial report from: 07/30/2022 14:08:19



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 042218340

Customer ID: ATC55

Customer PO:

Project ID:

Analyst(s)

*Gregory Barry (1)*

*Mark Shuts (8)*

Samantha Rundstrom, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 07/30/2022 14:08:19



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

# Asbestos Bulk Building Material Chain of Custody

**EMSL Order Number (Lab Use Only):**

042218340

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Company: ATC Group Services		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 11117 Mockingbird Drive		<i>Third Party Billing requires written authorization from third party</i>	
City: Omaha	State/Province: NE	Zip/Postal Code: 68137	Country: US
Report To (Name): Tim Jacobsen		Telephone #: 402-697-9747	
Email Address: tim.jacobsen@atcgs.com		Fax #:	Purchase Order:
Project Number: 2043504845 - 24142 <i>Crown Point</i>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken: NE		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

**Turnaround Time (TAT) Options\* - Please Check**

3 Hour   
  6 Hour   
  24 Hour   
  48 Hour   
  72 Hour   
  96 Hour   
  1 Week   
  2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. \*There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM - Bulk
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)	<b>Other</b>
<input type="checkbox"/> OSHA ID-191 Modified	<input type="checkbox"/>
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group    Date Sampled: 7-26-2022

Samplers Name: Chase Bucknell    Samplers Signature: *Chase Bucknell*

Sample #	HA #	Material Description	Sample Location	Quantity
1	1	Garage shingles	Garage	600 sf
2	2	shingles & felt Paper	Home	2000 sf
3	3	Dry wall - new	throughout home	400 sf
4	4	Joint compound	edges of drywall	100 sf
5	5	floor tile - brown - white design	Dining room	100 sf
6-8	6	ceiling texture - white	ceiling of home	4000 sf

Client Sample # (s): 1 - 8    Total # of Samples: 8

Relinquished (Client): *Chase Bucknell*    Date: 7-27-2022    Time: 3:10

Received (Lab): *AMB-EX*    Date: 7-28-22    Time: 9:00A

Comments/Special Instructions: Please email results to

24638 Redick Ave., Valley, Nebraska  
Demolition Bid Packet  
**August 12, 2022**



The following items are included in the bid package:

- Contractor Agreement
- Government-Mandated Provisions
- Supplementary Conditions
- Map
- Asbestos/Lead Paint Report

The Contractor Agreement, Government-Mandated Provisions Certification, and the Supplementary Conditions must be completed and returned with the bid.

**“This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.”**



**24638 Redick Ave.  
Contractor Agreement  
(this "Contract")**



Papio-Missouri River Natural Resources District (District)	Contractor Information (Contractor)
8901 S. 154 <sup>th</sup> Street	Name:
Omaha, NE 68138	Address:
Phone: (402) 444-6222	City/State/Zip:
Fax: (402) 895-6543	Phone:

<p><b>Work to be performed for the District (the Work):</b></p> <p>The work consists of demolition of residential structures 24638 Redick Avenue in Douglas County, Nebraska. A map and asbestos/lead pain inspection report is included in Attachment 3. All work must be completed by September 23, 2022.</p> <p>Items to be included in the bid:</p> <ul style="list-style-type: none"> <li>•Removal of building debris to an approved landfill (this includes garages, driveways, sidewalks, and above-grade concrete slabs);</li> <li>•Permitted disposal of fuel tanks that support a residential use only, if applicable;</li> <li>•Removal of all structure foundation walls to at least 1 foot below the finish grade of the site;</li> <li>•Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and</li> <li>•Grading, leveling, and seeding of all sites.</li> </ul> <p>See Attachment 2 for further details. Additionally, this project is funded in part by the Federal Emergency Management Agency (FEMA). See Attachment 1 for additional contract provisions.</p>
--

Total Contract Price:	
-----------------------	--

Contractor shall commence the Work on **August 29, 2022** and shall complete the Work by **September 23, 2022**. Time is of the essence for the Work. Contractor shall be responsible for obtaining any and all licenses, permits, and authorizations required for the Work. This Contract may only be amended or supplemented by a written change order executed by the District. Contractor shall not be entitled to any additional compensation in excess of the Contract Price, without The District’s prior written approval in the form of a written change order.

Contractor agrees to undertake the Work as an independent contractor without creation of an employee-employer relationship between Contractor and the District. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the District, its directors, officers and

employees, from and against all claims and demands of all persons arising out of the performance of the Work including but not limited to claims by Contractor, Contractor’s employees, and/or third parties for damages to persons or property, except as may be caused directly by the sole negligence or willful misconduct of the District or of its directors, officers or employees. Contractor shall not subcontract any portion of the Work or assign any portion of this Contract without the prior written consent of the District, which consent may be withheld in the District’s sole discretion.

Contractor agrees to and shall maintain the following types and minimum limits of insurance during the term of this contract, and at the commencement of the Work and at other times as reasonably requested by the District, to furnish Certificates of Insurance to the District evidencing the same:

- A. Commercial General Liability - \$1,000,000 – naming the District as an additional insured
- B. Workers Compensation – Statutory limits
- C. Commercial Auto Liability - \$1,000,000

Contractor affirmatively waives any and all claims by Contractor against the District for indirect or consequential damages, including but not limited to, lost or anticipated profits. Contractor further hereby waives any and all lien rights it may have with respect to the Work and/or any property related to the Work.

Contractor agrees to perform the Work skillfully, carefully, diligently and in a good and workmanlike manner, and guarantees and warrants the Work against all defects in materials or workmanship for 2 years after completion of the Work. Contractor agrees to comply with all Federal, State and local laws, codes, regulations, and the policies of the District, which can be found at <http://www.papionrd.org/about-nrd/policies-and-manuals/> (collectively, “Laws and Regulations”). Contractor further agrees to pay all taxes imposed by any Federal, State or local law, and any employment insurance, pensions or old age retirement funds, due as a result or incident of the Work.

Contractor shall submit a written invoice to the District for the Work completed up to the date of the invoice. The District will review the invoice to determine whether the invoice accurately represents the amount completed and, in its sole discretion, determine whether to approve the full invoice or pay a portion of the invoice for the Work completed at the date of the invoice. The invoiced amount as approved by the District will be paid to the Contractor no later than forty-five (45) days after the date the invoice was received by the District.

Contractor acknowledges that it has reviewed and will meet the Provisions 1 through 22 on the attached Government-Mandated Provisions document. \_\_\_\_\_ **(Contractor to Initial)**

Nothing herein or in any other agreement between Contractor and the District shall be construed as a waiver of all or any part of, or as in any way limiting, the sovereign immunity afforded to the District pursuant to Laws and Regulations.

Accepted and agreed to:

<b>Papio-Missouri River NRD</b>	<b>Contractor:</b>
Print Name/Title:	Print Name/Title:
Signature/Date:	Signature/Date:

### **Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the NRD's contracts relating to the project include certain provisions. To the extent the government-mandated provisions listed below conflict with the terms of the Agreement between the NRD and Contractor, the government-mandated provisions shall apply. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR §13.36 and the FEMA Contract Provisions Template, FEMA Office of Chief Counsel.

1. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of five (5) days after notice of default has been given by NRD to Contractor, then NRD may take any one or more of the following steps, at its option:
  - a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the NRD hereunder, or obtain damages caused to the NRD by any such default;
  - b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
  - c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
  - d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
  - e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of NRD to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that NRD prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by NRD.

2. Termination for Cause. NRD may terminate this Contract as set out in the foregoing Section 1(d).
3. Termination for Convenience. NRD may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

#### 4. Equal Employment Opportunity.

##### a. Definitions

i. *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60- 1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

##### b. Requirements

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a

contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Anti-Kickback. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair where the Davis-Bacon Act applies, but does not apply to the FEMA Public Assistance Program).
6. Davis-Bacon Act. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding). If applicable, and in accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
7. Contract Work Hours and Safety Standards Act. When awarded a contract by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers for construction work, the Contractor must comply with the following:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the NRD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by NEMA and NRD. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NEMA and NRD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

i. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ii. Required disclosure forms are attached as Exhibit A to this addendum.

10. Reporting Requirements. The Contractor agrees to comply with all governmental requirements and regulations pertaining to the reporting of information within any specified period of time.
11. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.
12. Access to Documents. Contractor shall exercise best efforts to maintain communication with NRD's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to NRD, Nebraska Emergency Management Agency (NEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the NRD, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the NRD's use of such documents on other projects.
13. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.
14. Clean Air Act and the Federal Water Pollution Control Act.
  1. For all Contracts in excess of \$150,000, the contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.Federal Water Pollution Control Act
  1. The contractor agrees to comply with all applicable



standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the NRD and understands and agrees that the NRD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Procurement of Recovered Materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. Domestic Preference for Procurements. To the fullest extent permitted under law, the Contractor through its purchases and subcontracts shall provide a preference for the purchase, acquisition, or use of good, products or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

For the purposes of this section above:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

“Manufacturing products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Access to Records.

The following access to records requirements apply to this contract: (1) The Contractor agrees to provide NRD, NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the NRD and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995]

19. Bonding Requirements. For construction or facility improvement contracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum bonding requirements are as follows:

- (1) A bid guarantee from each bidder equivalent to five (5) percent (%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Prior to or at contract execution, the Contractor shall provide to the NRD:

- (2) A performance bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- (3) A payment bond on the part of the Contractor for one hundred (100) percent (%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

*Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

*(a) Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national

security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(b) Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(c) Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used

as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

21. Compliance with Federal Law, Regulations and Executive Orders.

i. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ii. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**Exhibit A**

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

Supplementary Conditions  
August 12, 2022



The following conditions are to be met and included in the bid:

- Demolition of structure(s) at 24638 Redick Avenue in Douglas County. See attached map.
- All work must be completed by September 23, 2022.
- Asbestos and lead paint inspection report is attached. No asbestos or lead paint was detected.
- Obtain all necessary permits (demolition permit).
- Removal of demolition debris and household hazardous wastes to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks, and above-grade concrete slabs);
- Permitted disposal of fuel tanks that support a residential use only;
- Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;
- Filling of basements with compacted clean fill (basement floors must have a minimum 1-foot-diameter hole in the floor to allow for drainage);
- Removal of only those trees that restrict the demolition work on any structure;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site; and
- Grading, leveling, and seeding of all demolition sites.

I have read and accept these Supplemental Conditions.

---

Name/Company

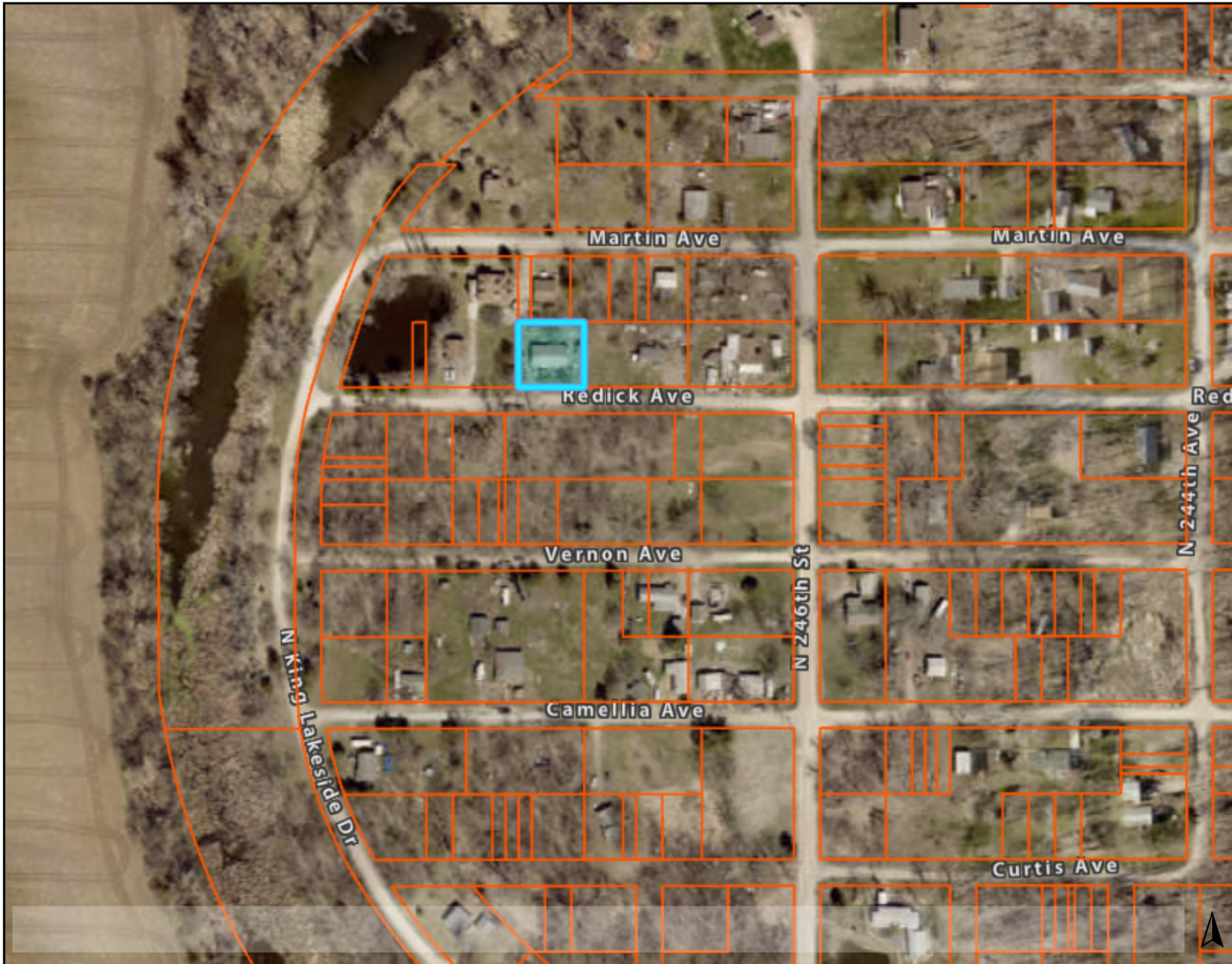
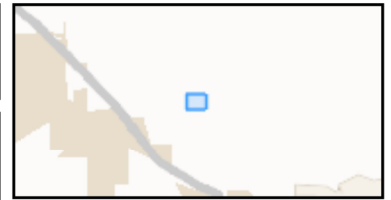
---

Signature

---

Date

**“This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.”**



**Legend**

- Parcels
- Property Lines

0 350 700 ft

Printed from dogis.org:  
08/11/2022 11:19:43

*This map is a user generated static output from an Internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.*





August 5, 2022

Mrs. Lori Ann Lester  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, Nebraska 68138

**Subject:** Pre-Demolition Asbestos and Lead-Based Paint (LBP) Survey Report  
Vacant Single-Family Home  
24638 Redick Avenue  
Valley, Nebraska 68064  
Atlas Project No.: 204BS04845

Dear Mrs. Lester:

Atlas Technical Consultants (Atlas) is pleased to submit this report for the results of the asbestos-containing materials (ACMs) and lead-based paint (LBPs) survey conducted at the Vacant Single-Family Home located at 24638 Redick Avenue in Valley, Nebraska (Project Site). This ACM and LBP survey was conducted at the request of Papio-Missouri River Natural Resources District (Client) in preparation for demolition of the Project Site. Atlas conducted the survey on July 26, 2022. As detailed below, no asbestos was identified in the Project Area and no lead-based paints were identified in the Project Area.

#### *Pre-Demolition Asbestos Survey*

On July 26, 2022, the site located at 24638 Redick Avenue in Valley, Nebraska, was inspected for ACM by inspector Jerod Frost of Atlas. Mr. Frost has completed the requisite training for asbestos accreditation as inspector at a state approved training provider under TSCA Title II. Mr. Frost's AHERA accreditation number is MTITB9349IR and his State of Nebraska Inspector license number is 1220. Atlas' asbestos survey was performed generally following the sampling protocol as outlined under AHERA, 40 Code of Federal Regulations (CFR) 763. Approximate quantities of visible and accessible suspect materials were estimated by field measurements.

#### Laboratory Analytical Method

Bulk samples were collected of suspect building materials, other than glass and bare wood or metal building, on July 26, 2022 by assessing the condition of the material and removing a small piece that was then placed into a sample bag, sealed and uniquely labeled. The sample locations were noted and the samples were delivered to EMSL Analytical Inc. (EMSL) Laboratory for analysis using Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). The laboratory is located in Cinnaminson, New Jersey and is registered as an American Industrial Hygiene Association (AIHA)-accredited laboratory and participates in the National Voluntary Lab Accreditation Participation (NVLAP) (Lab #101048-0).

#### Asbestos Results

A summary of the analytical results, sample numbers, material descriptions, sample locations and estimated quantities is provided in Table 1. Atlas personnel certifications are provided in Attachment A. Supporting documentation for the sample analyses, including copies of laboratory analytical reports, chain-of-custody documents and laboratory certifications are provided in Attachment B.

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | [oneatlas.com](http://oneatlas.com)



Table 1. Limited Asbestos Sampling Results  
 Vacant Single-Family Home  
 24638 Redick Avenue  
 Valley, Nebraska  
 Sampling Date: July 26, 2022

Sample No.	Homogenous Material	Location	Asbestos Content per Layer	Friable	Condition
1	Sheet flooring - Tan	Basement Entrance	No Asbestos Detected (ND)	No	Fair
2	Shingles with Felt Paper	Blue Shed	ND	No	Fair
3	Sheet flooring - Light Brown	Living Room	ND	No	Fair
4	Ceiling Texture	Throughout	ND	No	Fair
5	Ceiling Texture	Throughout	ND	No	Fair
6	Ceiling Texture	Throughout	ND	No	Fair
7	Drywall and joint compound (composite)	Throughout	ND	No	Fair
8	Shed Shingles with Felt Paper	Brown Shed	ND	No	Fair
9	House Shingles with Felt Paper	House Roof	ND	No	Fair

*ND = Non detect, NA = Not Applicable, \* = Positive/contaminated by proximal association with an asbestos layer; \*\*= Less than regulated levels of asbestos by PLM analysis (EPA), nonetheless regulated by OSHA exposure requirements.*

### Asbestos-Containing Materials Summary

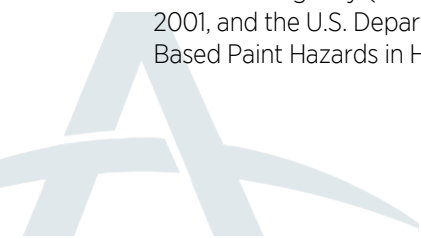
Atlas submitted nine (9) bulk samples (with 13 layers) of suspect ACMs on July 26, 2022. During the limited survey, Atlas identified the following visible/accessible ACMs:

- **No Asbestos Containing Materials**

Contractors should use caution during construction-related activities as concealed asbestos-containing materials that were not previously visible/sampled may be encountered. If materials not sampled during this investigation are later discovered, they should be sampled and confirmed if they contain regulated quantities of asbestos by PLM analysis. If so confirmed, they will require removal and disposal in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to asbestos-containing materials requires personnel training, monitoring and accreditations.

### Lead-Based Paint Survey

The LBP inspection via XRF methodology at the Site was conducted in general accordance with the United States Environmental Protection Agency (US EPA) 40 CFR Part 745 "Lead; Identification of Dangerous Levels of Lead; Final Rule", dated January 5, 2001, and the U.S. Department of Housing and Urban Development's (HUD) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (HUD Guidelines), dated June 1995, revised 2012.





### XRF Analytical Method

Atlas utilized XRF Lead Paint Analyzer Pb200i (serial number 1847), manufactured by Heuresis Corporation, to perform the inspection. XRF analysis was performed on various accessible interior painted components within the Site. One XRF reading was taken on each representative building component. No paint chip samples were collected during this survey. XRF results were divided into two categories: positive and negative, as defined by the Pb200i Performance Characteristic Sheet (PCS). A copy of the current PCS for Pb200i is provided in Appendix C.

The Pb200i instrument is a complete lead paint analysis system that quickly, accurately and non-destructively measures the concentration of LBP on painted surfaces. Pb200i field of view is limited to a depth of 3/8", deep enough to handle virtually all painted surfaces, but not prone to detect lead objects located behind the surface or painted surfaces on the reverse side of the component being tested. The Pb200i analyzer is able to analyze and compute corrections for any substrate material effects, eliminating any corrections by the device operator. The Pb200i spectrum analyzer recorded test results in milligrams per square centimeter (mg/cm<sup>2</sup>), according to "K-Shell" readings, as required by HUD Guidelines.

Upon arrival at the job Site and after the inspection work was completed, several "validation tests" were performed to assure that the instrument was operating properly. A series of three test measurements (three readings each) were taken on the U.S. National Institute of Standards and Technology (NIST) Paint Film Standard (1.02 mg/cm<sup>2</sup> Standard Reference Material No. 2573), a calibration block provided by the manufacturer, and 0.0 mg/cm<sup>2</sup> block, as required by the instrument's PCS and HUD Guidelines. The individual readings and an average of the three readings were recorded and compared to the standards. In all cases, the instrument was functioning within the standard deviation as defined by the manufacturer and the PCS.

### Lead-Based Paint Regulatory Limits

Regulatory limits from the Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) have established a definition of lead-based paint (LBP) as a paint or other surface coating that contains more than 1.0 mg/cm<sup>2</sup> or 0.5% lead by weight (equivalent units are: 5,000 µg/g, 5,000 mg/kg, or 5,000 ppm by weight). OSHA's "Lead in Construction Standard" (29 CFR 1926.1101) addresses any concentration of lead in paint ("lead-containing paint"). The Consumer Product Safety Commission (CPSC) has banned new paint containing more than 90 ppm (or 0.009%) lead for residential use.

A total of seven (7) painted surface locations were tested for the presence of lead-based paint. The areas tested were of various representative painted building components throughout the interior and exterior of the building. In order for a paint to be considered a lead-based paint, the paint must contain lead in concentrations greater than 1.0 mg/cm<sup>2</sup>.

Table 2. Lead-Based Paint Results Vacant Single-Family Home 24638 Redick Avenue Valley, Nebraska Sampling Date: July 26, 2022					
Sample No.	Paint Color	Substrate	Surface	Sample Location	XRF Results (mg/cm <sup>2</sup> )
7	Blue	Wood	Wall	Exterior Siding	0.1
8	Tan	Drywall	Wall	West Wall	0
9	Tan	Drywall	Wall	South Wall	0.1



Table 2. Lead-Based Paint Results  
Vacant Single-Family Home  
24638 Redick Avenue  
Valley, Nebraska  
Sampling Date: July 26, 2022

Sample No.	Paint Color	Substrate	Surface	Sample Location	XRF Results (mg/cm <sup>2</sup> )
10	White	Wood	Door	North Door	0
11	White	Wood	Door	North Door	0.1
12	Brown	Wood	Window	South Window	0.1
13	Tan	Drywall	Ceiling	Middle Living Room	0.1

### Lead-Based Paint Summary

No lead-based paint was identified in this survey. According to HUD Guidelines, XRF results are congregated across identical testing combinations (a unique combination of room equivalent, building component type, substrate material, and coating type).

- **No Lead-Based paint**

Based upon the lab results, the data indicates the presence of lead in paint at concentrations below the EPA threshold of 1.0 mg/cm<sup>2</sup>. OSHA considers any detectable level of lead as a “Lead Containing Paint” (LCP) and is subject to the training and work practices in OSHA 29 CFR 1926.62 “Lead in Construction”.

Contractors should use caution during construction-related activities as concealed lead-containing paints that were not previously analyzed may be encountered. If materials not sampled during this investigation are later identified to contain regulated quantities of lead concentrations, then they should be removed, controlled and/or disposed in accordance with federal, state and local regulations, prior to disturbance. Work activities involving exposure to lead-containing paint also require personnel training and monitoring

### Conclusions

Atlas’ findings and conclusions are based upon visual site observations and interpretations of laboratory analyses, as described in this report. This survey was performed to evaluate the potential presence of ACMs and LBPs in building materials. The analytical results for the July 26, 2022 sampling event identified no ACMs at the Project Site. Paints at or above regulated levels of lead were not identified during the sampling event.

### Limitations

Atlas’ survey was limited to the observation, minimal destructive sampling and analysis of suspect ACMs and lead painted components in accessible portions of the buildings, limited by access and lighting conditions. Atlas did not collect samples from concealed assemblies, structural cavities, sprinkler systems, fire-rated doors/architectural assemblies, sub-surface conditions, etc. In addition, common construction techniques render portions of any building inaccessible. As a result, additional suspect ACMs and/or lead-containing painted surfaces may be present in inaccessible and unsampled areas/conditions/materials that were not inspected during the limited survey.

Contractors should use caution during construction-related activities as concealed ACMs and lead-containing paints that were not previously analyzed may be encountered. If materials not sampled during this investigation are later identified to





contain regulated quantities of asbestos, then they should be removed and disposed in accordance with federal, state and local regulations, prior to disturbance. Abatement of ACMs must be performed by a licensed abatement contractor.

This report should not 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 Abatement Project Design document or an Abatement Work Plan.

The opinions presented within this report apply to the site conditions existing at the time of Atlas's investigation and interpretation of current regulations pertaining to ACMs and lead-containing paints. Therefore, Atlas' opinions and recommendations may not apply to future conditions that may exist at the site that we have not had the opportunity to evaluate. All applicable federal, state and local regulations should always be verified prior to any work that will disturb materials potentially containing regulated quantities of asbestos. Additionally, other hazardous and universal waste building materials/conditions may exist in the Project Area, including PCB-containing oils/light ballasts/caulks, mercury-containing light tubes/thermostats/switches, moldy conditions, stored/abandoned chemicals, etc.

If you have any questions regarding this report or require further clarification, please contact our office at (402) 697-9747.

Sincerely,

*Atlas Technical Consultants, LLC*

Survey by:

A handwritten signature in black ink that reads "Jerod Frost".

Jerod Frost  
Inspector

Survey by:

A handwritten signature in black ink that reads "Chase Bucknell".

Chase Bucknell  
Inspector

Attachments:

Attachment A: Certifications/Licenses

Attachment B: Laboratory Analytical Reports and Chain-of-Custody Documentation





ATTACHMENT A:  
CERTIFICATIONS / LICENSES

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | oneatlas.com

# State of Nebraska

Department of Health and Human Services

Division of Public Health

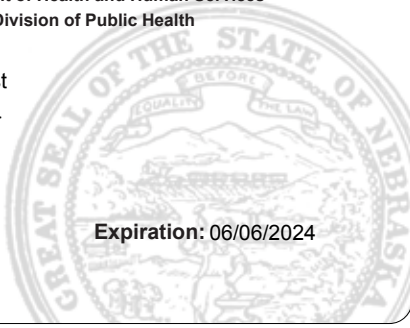
Jerod Michael Frost

Asbestos Inspector

License #: 1220

Status: Active

Expiration: 06/06/2024



# State of Nebraska

Department of Health and Human Services

Division of Public Health

Chase J Bucknell

Asbestos Inspector

License #: 1435

Status: Active

Expiration: 04/07/2024





# Certificate of Training

**Jerod Frost**

Has completed the Heuresis Corporation training materials presented by Kenneth Martin on the topic of Instrument Operator Training, Pb200i, with regards to the materials licensed by the Commonwealth of Massachusetts and the Nuclear Regulatory Commission.

## Instrument Operator Training Heuresis Corporation, Pb200i

I confirm that the above named individual has received the training listed on this certificate.



Name

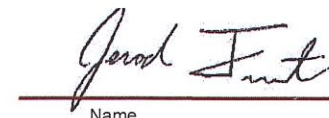
March 10, 2017

Date

Radiation Safety Officer

Title

I certify that I have received the stated training and understand the content presented. I understand that I can follow up this training with questions from Heuresis Corporation.



Name

March 10, 2017

Date





ATTACHMENT B:  
LABORATORY ANALYTICAL REPORTS  
AND  
CHAIN-OF-CUSTODY DOCUMENTATION

[www.oneatlas.com](http://www.oneatlas.com)

11117 Mockingbird Drive, Omaha, Nebraska 68137  
402.697.9747 | oneatlas.com



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnaslab@EMSL.com](mailto:cinnaslab@EMSL.com)

EMSL Order: 042218335

Customer ID: ATC55

Customer PO:

Project ID:

**Attention:** Tim Jacobsen  
Atlas Technical  
11117 Mockingbird Drive  
Omaha, NE 68137

**Phone:** (402) 320-8396

**Fax:** (402) 597-8532

**Received Date:** 07/28/2022 9:20 AM

**Analysis Date:** 07/30/2022

**Collected Date:** 07/26/2022

**Project:** 204BS04805 - 24638 Redick

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 042218335-0001	by Ladder to Basement - Sheet Flooring - Tan	Tan Non-Fibrous Homogeneous	10% Cellulose HA: 1	90% Non-fibrous (Other)	None Detected
2-Shingles 042218335-0002	Blue Shed - Shingles	Tan/Black Fibrous Homogeneous	15% Glass HA: 2	85% Non-fibrous (Other)	None Detected
2-Felt Paper 042218335-0002A	Blue Shed - Felt Paper	Gray/Black Fibrous Homogeneous	80% Cellulose HA: 2	20% Non-fibrous (Other)	None Detected
3 042218335-0003	Living Room / Dining Room - Sheet Flooring - Light Brown	Brown Non-Fibrous Homogeneous	HA: 3	100% Non-fibrous (Other)	None Detected
4 042218335-0004	Ceiling in Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 4	100% Non-fibrous (Other)	None Detected
5 042218335-0005	Ceiling in Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 4	100% Non-fibrous (Other)	None Detected
6 042218335-0006	Ceiling in Home - Ceiling Texture - White	White Non-Fibrous Homogeneous	HA: 4	100% Non-fibrous (Other)	None Detected
7-Dry Wall 042218335-0007	Whole Main Level - Brown - Dry Wall	Brown/White Fibrous Homogeneous	15% Cellulose 3% Glass HA: 5	82% Non-fibrous (Other)	None Detected
7-Joint Compound 042218335-0007A	Whole Main Level - Brown - Joint Compound	White Non-Fibrous Homogeneous	HA: 5	100% Non-fibrous (Other)	None Detected
8-Shed Shingles 042218335-0008	Shed behind Home - Shed Shingles	White/Black Fibrous Homogeneous	30% Cellulose HA: 6	70% Non-fibrous (Other)	None Detected
8-Felt Paper 042218335-0008A	Shed behind Home - Felt Paper	Black Fibrous Homogeneous	90% Cellulose HA: 6	10% Non-fibrous (Other)	None Detected
9-House Shingles 042218335-0009	House - House Shingles	Black Fibrous Homogeneous	15% Glass HA: 7	85% Non-fibrous (Other)	None Detected

Initial report from: 07/30/2022 14:07:49



# EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

**EMSL Order:** 042218335  
**Customer ID:** ATC55  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
9-Felt Paper	House - Felt Paper	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
042218335-0009A			HA: 7		

Analyst(s)

Gregory Barry (1)

Mark Shuts (12)

Samantha Rundstrom, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 07/30/2022 14:07:49



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

## Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

042218335

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Company: ATC Group Services		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 11117 Mockingbird Drive		<i>Third Party Billing requires written authorization from third party</i>	
City: Omaha	State/Province: NE	Zip/Postal Code: 68137	Country: US
Report To (Name): Tim Jacobsen		Telephone #: 402-697-9747	
Email Address: tim.jacobsen@atcgs.com		Fax #:	Purchase Order:
Project Number: 204 B504845 - 24638 <i>Resid</i>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken: NE		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

**Turnaround Time (TAT) Options\* - Please Check**

3 Hour   
  6 Hour   
  24 Hour   
  48 Hour   
  72 Hour   
  96 Hour   
  1 Week   
  2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. \*There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM - Bulk
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)	<b>Other</b>
<input type="checkbox"/> OSHA ID-191 Modified	<input type="checkbox"/>
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group    Date Sampled: 7-26-2022

Samplers Name: Chase Bucknell    Samplers Signature: *Chase Bucknell*

Sample #	HA #	Material Description	Sample Location	Quantity
1	1	Sheet flooring - tan	by ladder to basement	100 sf
2	2	shingles & felt paper	Blue shed	200 sf
3	3	sheet flooring - light brown	living room/dining room	120 sf
4-6	4	ceiling texture - white	ceiling in home	1,000 sf
7	5	Dry wall & joint compound	whole main level	350 sf
8	6	shed shingles & felt paper	shed behind home	300 sf
9	7	House shingles & felt paper	House	2,000 sf

Client Sample # (s): 1 - 9    Total # of Samples: 9

Relinquished (Client): *Chase Bucknell*    Date: 7-27-2022    Time: 3:00

Received (Lab): *OMB-FX*    Date: 7-28-22    Time: 9:00A

Comments/Special Instructions: Please email results to

RECEIVED  
EMSL  
CINNAMINSON, NJ  
JUL 28 AM 11:24