

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
August 6, 2019

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call
3. Special Order of Business
 - 3.A. NDOT 2019 Fracture Critical Bridge Inspection Agreement
 - 3.B. General Excavating Change Order #2 and Pay App #4 for \$45,525 for Blue Acres Lift Station Replacement
 - 3.C. New Horizons Asbestos Inspection Report and Invoice #2019-443 for \$2,120 for Asbestos Inspection of Isis Theater
 - 3.D. New Horizons Asbestos Abatement Proposal for \$22,650 for Isis Theater
 - 3.E. Olsson Presentation on Floodplain Mapping
 - 3.F. Submission of Amended Flood Map to FEMA
 - 3.G. Sampson Change Order #4 Net Deduct of \$5,076.48
 - 3.H. Perpetual Access Easement
 - 3.I. Kidwell Proposal of \$2,400 for Expansion of City Network IP Range
4. Officers' Reports
5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material

discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

AGREEMENT FOR
CONSULTANT INSPECTION AND RE-LOAD RATING
ON COUNTY FRACTURE CRITICAL BRIDGES

PROJECT NO. STP-NBIS(118)
CONTROL NO. 01003
CITY OF CRETE
STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION
STATEWIDE FRACTURE CRITICAL BRIDGE
INSPECTIONS AND RE-LOAD RATINGS

THIS AGREEMENT, entered into by and between the City of Crete, hereinafter referred to as the "City", and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, certain bridges in said City have been designated as being eligible for Federal-Aid Bridge Replacement funds by the Department of Transportation, Federal Highway Administration, hereinafter call FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, Federal-Aid Bridge Replacement Funds have been made available by Title 23 of the United States code, providing for the inspection and re-load rating (re-load rating is not necessary if bridge condition remains the same) of the fracture critical bridges on its public roads, and

WHEREAS, the Federal share payable on any project provided for by the above mentioned code shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating costs thereof, and

WHEREAS, regulations for carrying into effect the provisions of the above mentioned code provide that the Federal share of the cost of such project shall be paid only to the State, and

WHEREAS, the City's share of the proposed project shall be twenty (20) percent of the actual project costs and this share shall be from City funds, and

WHEREAS, the State is willing to obtain Federal approval of the proposed work and Federal funds for the proposed project, with the understanding that no State funds including State-Aid Bridge funds are to be expended on this project, and

WHEREAS, the City has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs based on twenty (20) percent City participation are currently estimated to be \$603.59, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the City desires the inspection and re-load rating (if necessary) of the fracture critical bridges on its public roads, as evidenced by the Resolution of the City dated the _____ day of _____, 2019, attached hereto, identified as Exhibit "A", and hereby made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The State and the City agree that the Federal share payable on this project shall not exceed eighty (80) percent of the eligible engineering for bridge inspection and re-load rating (if necessary) costs thereof.

SECTION 2. The State hereby agrees to present this project to the FHWA for its approval, if necessary, and the City understands that no State funds will be expended for this project.

SECTION 3. The State agrees to cause to be performed the inspection and re-load rating (if necessary) of the fracture critical bridges that are due for inspection in 2019 in the City. The State will continue to have jurisdictional responsibility for all public bridges on the State highway system. Further, the State will be responsible for arranging for the inspection by consultants, for the City, on their fracture critical bridges. It is the intent of the parties that this agreement does not shift to the City any jurisdictional responsibility for bridges on the State highway system, and does not shift any duty to the State for jurisdictional responsibility of any bridges off of the State highway system.

SECTION 4. The proposed work of the Consultant shall be performed in accordance with the following publications:

1. AASHTO Manual for Bridge Evaluation (MBE) First Edition 2008.
2. AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002 (LFD)
3. Minimum Design Standards, 2008, Board of Public Roads Classifications and Standards.
4. Safety Inspection of In-Service Bridges, 2004
5. Fracture Critical Techniques for Steel Bridges, 2006
6. Bridge Inspection Program Manual, 2010
7. Coding Guide for Structure Inventory and Appraisal, published by the State, March 2002.
8. AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007

SECTION 5. The total cost of this work is currently estimated to be \$3,017.94 with the City's twenty (20) percent share being \$603.59. Both parties recognize this is a preliminary estimate and the final costs may well be higher or lower. Costs incurred by the State with respect to the entire project shall be considered as a part of the total cost of the project to be paid out of City and Federal funds. It is also understood that the costs incurred by the State attributable to this project, will not include any administrative cost or expenses of State administrative officials.

Upon full execution of this agreement, the State will invoice the City \$603.59. The City agrees to pay the State within thirty days after receipt of the billing from the State. The final settlement between the State and City will be made following final audits and when final costs have been determined by the State.

SECTION 6. It is further understood that the City's share of the total project costs shall be all costs not paid for by Federal funds. Therefore, if the Federal government refuses to participate in the project or any portion thereof, the City is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the City will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, 2019.

WITNESS:

CITY OF CRETE
Dave Bauer

Clerk

Mayor

EXECUTED by the State this ____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

Firm	Structure No.	Location, Feature Intersected	County/ Location	Who is paying for Inspection ?
JEO	U062044305	IN CRETE at BIG BLUE RIVER	Saline	Crete

RESOLUTION
SIGNING OF THE PROJECT PROGRAM AGREEMENT
2019 FRACTURE CRITICAL BRIDGE INSPECTION

City of Crete

Resolution No. _____

Whereas: the Nebraska Department of Transportation (NDOT) is developing a transportation project, on the behalf of the City, for which it intends to obtain Federal funds;

Whereas: City of Crete as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid projects;

Whereas: City of Crete and the NDOT wish to enter into a Program Agreement to provide for fracture critical bridge inspection and load re-rating (if necessary) services for the Federal-aid project.

Be It Resolved: by the City Council of City of Crete that:

Chair of the City of Crete City Council is hereby authorized to sign the attached Project Program Agreement between the City of Crete and the NDOT.

City of Crete is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: STP-NBIS(118)

NDOT Control Number: 01003

NDOT Project Name: 2019 Fracture Critical Bridge Inspection

Adopted this _____ day of _____, 2019 at _____ Nebraska.
(Month) (Year)

The City Council of City of Crete

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Contractor's Application for Payment No. 4

To (Owner): City of Crete, Nebraska	Application Period: 7/19/2019	Via (Engineer): Gilmore & Associates, Inc.
Project: Blue Acres Lift Station Replacement - Columbus, Nebraska	From (Contractor): General Excavating	Contract: Blue Acres Lift Station Replacement - 2018
Owner's Contract No.: N/A	Contractor's Project No.: 18-04-019	Engineer's Project No.: 226.327A

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders Number	Additions	Deductions	
1		-\$1,500.00	
TOTALS		-\$1,500.00	
NET CHANGE BY CHANGE ORDERS		-\$1,500.00	

1. ORIGINAL CONTRACT PRICE..... \$ 293,280.00
2. Net change by Change Orders..... \$ -1,500.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)..... \$ 291,780.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 243,550.00
5. RETAINAGE:
 - a. 5.98015% X \$243,550.00 Work Completed..... \$ 14,589.00
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 14,589.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 228,961.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 183,436.00
8. AMOUNT DUE THIS APPLICATION..... \$ 45,525.00
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ 62,819.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Dave Wata Date: 7/22/19

Payment of: \$ 45,525.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 7-22-19 (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract): Blue Acres Lift Station Replacement 2018
Crete, Nebraska

Application Number: 4

Application Period:

Application Date: 7/19/2019

Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	G	
									(E) B	Balance to Finish (B - F)
BLUE ACRES LIFT STATION REPLACEMENT - 2018										
1.	Construct New Lift Station Complete, including Lift Station Structure, Valve Manhole, Ventilation Manhole, All Ventilation and Drain Piping, All Structural Concrete, Reinforcing Steel, Submersible Pumps and Controls, Interior Piping, Fittings, and Valves Inside All Structures, All Piping and Fittings Between Wet Well and Valve Manhole, Ventilation System, Miscellaneous Metals, Accessories, Electrical Service and Electrical Work, Site Work, and All Other Required and Related Work as Shown on the Drawings and/or as Specified	1 JOB	\$185,000.00	\$185,000.00	0.85	\$157,250.00		\$157,250.00		\$27,750.00
2.	Construct Sanitary Sewer Manhole	30 V/F	\$425.00	\$12,750.00	30	\$12,750.00		\$12,750.00		\$0.00
3.	12" PVC, SDR26 Sanitary Sewer Main	62 L.F.	\$100.00	\$6,200.00	62	\$6,200.00		\$6,200.00		\$0.00
4.	4" PVC, DR18 Sewer Force Main	23 L.F.	\$100.00	\$2,300.00	23	\$2,300.00		\$2,300.00		\$0.00
5.	8" PVC, SDR26 Sanitary Sewer Main	28 L.F.	\$85.00	\$2,380.00						\$2,380.00
6.	4" - 90° Bend w/Thrust Blocking	1 Each	\$200.00	\$200.00						\$200.00
7.	Plug and Abandon Existing 8" Sewer Main	1 Each	\$600.00	\$600.00						\$600.00
8.	Plug and Abandon Existing 12" Sewer Main	1 Each	\$700.00	\$700.00						\$700.00
9.	Plug and Abandon Existing 4" Force Main	1 Each	\$550.00	\$550.00						\$550.00
10.	Crushed Rock Surfacing	50 Tons	\$50.00	\$2,500.00						\$2,500.00
11.	Rip-Rep Slope Protection	70 Tons	\$90.00	\$6,300.00	20	\$1,800.00		\$1,800.00		\$4,500.00
12.	All Required Bypass Pumping	1 JOB	\$16,000.00	\$16,000.00	1	\$16,000.00		\$16,000.00		\$0.00
13.	Abandon Existing Lift Station	1 JOB	\$5,500.00	\$5,500.00	1	\$39,000.00		\$39,000.00		\$5,500.00
14.	Dewatering and Dewatering Permits	1 JOB	\$39,000.00	\$39,000.00						\$39,000.00
15.	NPDES PERMIT, SWPPP, and all Required BMP's	1 JOB	\$6,200.00	\$6,200.00	1	\$6,200.00		\$6,200.00		\$0.00
16.	Testing, Traffic and Pedestrian Control, Coordination of Work, and All Other Required, Miscellaneous, Incidental, and Related Work Not Otherwise Itemized in the Bid Schedule	1 JOB	\$7,100.00	\$7,100.00	0.5	\$3,550.00		\$3,550.00		\$3,550.00
TOTAL BASE BID, BLUE ACRES LIFT STATION - 2018, Item Nos. 1 through 16, Inclusive:				\$293,280.00		\$245,050.00		\$245,050.00		\$48,230.00
1. Change Order No. 1 - Substitution for Generator Termination Cabinet (Deduct)										
TOTAL CHANGE ORDER NO. 1 - SUBSTITUTION FOR GENERATOR TERMINATION CABINET (DEDUCT), Item No. 1, Inclusive:		JOB	-\$1,500.00		1	-\$1,500.00		-\$1,500.00		-\$1,500.00
TOTAL BASE BID AND CHANGE ORDER NO. 1, BLUE ACRES LIFT STATION - 2018, Inclusive:				\$291,780.00		\$243,550.00		\$243,550.00		\$46,730.00

Stored Material Summary

Contractor's Application

For (contract): Blue Acres Lift Station Replacement - 2018
Crete, Nebraska

Application Number: 4

Application Period:

Application Date: 7/19/2019

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining In Storage (\$) (D + E - F)	
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)		
60781		BOND	1/2019	\$2,200.00				5/2019	\$2,200.00	
18-37454-1		3" EFLEX PUMP PIPE	1/2019	\$18,600.00				5/2019	\$18,600.00	
18-37454-2		DUPLEX PANEL	2/2019	\$4,280.00				5/2019	\$4,280.00	
Totals				\$25,080.00					\$25,080.00	

Change Order

No. 2

Date of Issuance: July 15, 2019

Effective Date: October 2, 2018

Project: Blue Acres Lift Station Replacement -
2018 - City of Crete, Nebraska

Owner: City of Crete, Nebraska.

Owner's Contract No.: N/A

Contract: Blue Acres Lift Station Replacement - 2018 - City of Crete, Nebraska

Date of Contract: October 2, 2018

Contractor: General Excavating

Engineer's Project No.: 226.327A

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Due to the rainfall during the months of May and June, we are requesting that the substantial completion date be moved to July 31, 2019 and final completion date moved to August 31, 2019.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 293,280.00

[Increase] [Decrease] from previously approved Change Orders No. to No. :

\$N/A

Contract Price prior to this Change Order:

\$291,780.00

[Increase] [Decrease] of this Change Order:

\$N/A

Contract Price incorporating this Change Order:

\$291,780.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): May 31, 2019

Ready for final payment (days or date): June 14, 2019

Increase from previously approved Change Orders

No. 1 to No. 1:

Substantial completion (date): July 31, 2019

Ready for final payment (date): August 31, 2019

Contract Times prior to this Change Order:

Substantial completion (date): June 30, 2019

Ready for final payment (date): July 14, 2019

Increase of this Change Order:

Substantial completion (date): July 31, 2019

Ready for final payment (date): August 31, 2019

Contract Times with all approved Change Orders:

Substantial completion (date): July 31, 2019

Ready for final payment (date): August 31, 2019

RECOMMENDED:

GILMORE & ASSOCIATES, INC.

By: [Signature]
Engineer (Authorized Signature)

Date: 7/15/19

Approved by Funding Agency (if applicable):

ACCEPTED:

CITY OF CRETE, NEBRASKA

By: [Signature]
Owner (Authorized Signature)

Date:

ACCEPTED:

GENERAL EXCAVATING

By: [Signature]
Contractor (Authorized Signature)

Date: 7/16/19

Date:

**ASBESTOS INSPECTION REPORT
139 WEST 13TH STREET
CRETE, NEBRASKA 68333**



Prepared For:
City of Crete
243 East 13th Street
Crete, Nebraska 68333

July 23, 2019

Prepared By:
New Horizons Environmental, LLC
201 West O Street
Lincoln, Nebraska 68528

ASBESTOS INSPECTION REPORT
139 WEST 13TH STREET
CRETE, NEBRASKA 68333

Prepared For:
City of Crete
243 East 13th Street
Crete, Nebraska 68333

July 23, 2019



Prepared By:

New Horizons Environmental, LLC
201 West O Street
Lincoln, Nebraska 68528

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APPENDICES

- A NEW HORIZONS ENVIRONMENTAL, LLC CERTIFICATION
- B SUMMARY OF ASBESTOS SAMPLES AND RESULTS
- C PLM ANALYTICAL RESULTS
- D PHOTO LOG OF POSITIVE ACM
- E POSITIVE ASBESTOS LOCATION MAPS

SECTION 1 INTRODUCTION

New Horizons Environmental, LLC (New Horizons) was contracted by City of Crete to perform an asbestos inspection of the building located at 139 West 13th Street, Crete, Nebraska. New Horizons contracted with Quantem Laboratories (Quantem Labs) of Oklahoma City, Oklahoma, a third-party laboratory, to analyze any asbestos samples. The purpose of this asbestos inspection was to identify asbestos containing materials (ACM) in the interior and exterior of the building prior to renovation. Although reasonable effort was made to survey accessible suspect materials, additional suspect but not sampled materials could be located in walls, voids, or other concealed areas. The inspection of the building took place July 9, 2019. The inspection of the roof took place July 11, 2019.

The building located at 139 West 13th Street, Crete, Nebraska, is in an area that is primarily developed with commercial properties. The building is three stories and is constructed primarily of brick, metal, wood, and plaster.

SECTION 2 ASBESTOS INSPECTION

This asbestos inspection was conducted in accordance with United States Environmental Protection Agency (EPA) procedures published in Title 40 *Code of Federal Regulations* (40 CFR) Part 61, National Emission Standard for Hazardous Air Pollutants (NESHAP), generally utilizing the Asbestos Hazard Emergency Response Act (AHERA) sampling protocols (40 CFR 763) and the Asbestos School Hazard Abatement Reauthorization Act (ASHARA) accreditation requirements. Appendix A contains inspector certification for Zachary Kuhr.

This inspection involved identification and sampling of suspect ACM in accessible areas located throughout the building. Suspect ACM includes nearly all building materials except glass, metal, fiberglass, rubber, concrete, foam, and wood. Bulk samples of suspect ACM were collected in conformance with the NESHAP protocols and applicable state and local requirements. Random samples of suspect materials were selected for their ability to be representative of each homogeneous area. Where possible, samples were collected in inconspicuous locations to reduce visibility of destructive sampling methods. An appropriately attired inspector collected all bulk samples using wet methods, as applicable, to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Bulk samples were submitted under chain-of-custody procedures to Quantem Labs for analysis by polarized light microscopy with dispersion staining techniques per EPA methodology (40 CFR 763, Subpart F). Microscopical visual estimation was used in obtaining the percentage of asbestos in bulk samples. Quantem Labs is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) (101959-0).

2.1 ASBESTOS CONTAINING MATERIALS

ACM contains asbestos greater than 1 percent (>1%), as confirmed by an accredited laboratory. ACM is categorized as friable or nonfriable asbestos. Friable asbestos is any material that *can* be crumbled, pulverized, or reduced to a powder by hand pressure when dry. Nonfriable asbestos is any material that *cannot* be crumbled, pulverized, or reduced to a powder by hand pressure when dry. Suspect ACM is

classified as building materials suspected to contain asbestos. Known ACM are building materials known to contain asbestos.

The EPA and the Occupational Safety and Health Administration (OSHA) maintain comprehensive lists of suspect ACM frequently found during inspections. New Horizons identified 15 types of these suspect materials throughout the building. The EPA considers the following materials to be non-suspect ACM, and consequently, they were not sampled during this inspection: glass, metal, concrete, brick, wood, fiberglass, rubber, and foam. Appendix B contains a summary table of the samples collected with corresponding results.

2.2 SUSPECT ASBESTOS CONTAINING MATERIALS

Suspect ACM are building materials historically known to contain asbestos, and, therefore, suspected to contain asbestos. The following suspect friable materials were observed during the inspection:

Surface Coatings

- Texture

Thermal System Insulation

- Insulation

Miscellaneous Materials

- Ceiling Tile
- Surface Coating
- Wall Board
- Mastic
- Glue
- Floor Tile
- Leveling Compound
- Wallpaper
- Linoleum
- Tape
- Brick

- Tar
- Paper

2.3 CONFIRMED ASBESTOS CONTAINING MATERIALS

ACM are building materials known to contain >1% asbestos as confirmed by laboratory analysis. On July 9, 2019 and July 11, 2019, New Horizons inspected the building and sampled suspect ACM as discussed above to identify ACM. Many of the materials sampled were homogeneous throughout the building. A homogeneous area consists of materials which appear similar throughout the inspection area in terms of color, texture, and date of application. Samples were collected from each homogeneous area.

Appendix B summarizes suspect ACM samples and analytical results. Appendix C contains the analytical results from the laboratory. Appendix D contains a photo log of the positive asbestos containing materials. See Appendix E for a detailed map of ACM locations. Laboratory data confirmed the presence of asbestos in quantities >1% within the following building materials:

139 West 13th Street

Sample I.D.	Material Description	Locations	Friable	Quantities
PI-H1	White Pipe Insulation	Rooms 3, 4 (above drop ceiling), 7, and 13	Y	150 LF
DT-H1	White HVAC Duct Tape	Rooms 1, 2, and 3	Y	350 LF
FI-H1	Gray Furnace Insulation	Room 2	Y	70 SF
FTM-H1	Beige 12"x12" Floor Tile	Rooms 6, 9, and 10	N	200 SF

SF- Square Feet

LF-Linear Feet

All quantities listed are approximate.

2.4 RECOMMENDATIONS

New Horizons recommends removing ACM that will be disturbed prior to renovation as required by federal and state regulations.

2.5 GENERAL COMMENTS

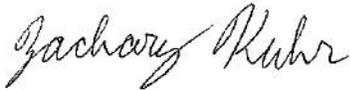
This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during New Horizons' survey of the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by City of Crete for specific application to their project as discussed. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. New Horizons does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, expressed or implied, is made.

SECTION 3 CONCLUSIONS

New Horizons performed an asbestos inspection of the building located at 139 West 13th Street, Crete, Nebraska. The purpose of this asbestos inspection was to identify ACM in the interior and exterior of the building prior to renovation. The inspection confirmed that there is ACM within the interior of the building. New Horizons recommends removing ACM that will be disturbed prior to renovation.

I, the undersigned, a state-certified asbestos inspector, certify that all applicable regulations were adhered to during this inspection.

Inspector:



Zachary Kuhr

APPENDIX A

NEW HORIZONS ENTERPRISES, LLC CERTIFICATION

(One Page)

State of Nebraska

Department of Health and Human Services

Division of Public Health

Zachary R Kuhr

Asbestos Inspector

License #: 1372

Status: Active

Expiration: 04/08/2021



APPENDIX B

SUMMARY OF ASBESTOS SAMPLES AND RESULTS

(Five Pages)

Table 1: Summary of Asbestos Samples and Results
139 West 13th Street
Crete, Nebraska 68333

Sample Number	Material Description	Floor	Location(s)	Condition	Friable	Sample Analysis	Location(s) of Asbestos Containing Materials	Quantities
PI-H1-1	White Pipe Insulation with Tan Cloth Wrap	1	3	G	Y	Pipe Insulation-20% Chrysotile, Wrap-ND	Rooms 3, 4 (above drop ceiling), 7, and 13	150 LF
PI-H1-2	White Pipe Insulation with Tan Cloth Wrap	1	3	G	Y			
PI-H1-3	White Pipe Insulation with Tan Cloth Wrap	1	3	G	Y			
PI-H1-4	White Pipe Insulation with Tan Cloth Wrap	1	7	G	Y			
PI-H1-5	White Pipe Insulation with Tan Cloth Wrap	1	7	G	Y			
M-H1-1	Yellow Carpet Mastic	1	4	G	N	Mastic-ND		
M-H1-2	Yellow Carpet Mastic	1	4	G	N	Mastic-ND		
M-H1-3	Yellow Carpet Mastic	1	4	G	N	Mastic-ND		
M-H2-1	Black Mastic	1	6	G	N	Mastic-ND		
M-H2-2	Black Mastic	1	6	G	N	Mastic-ND		
M-H2-3	Black Mastic	1	6	G	N	Mastic-ND		
WB-H1-1	12"x12" Red Wall Board	1	4	G	Y	Wall Board-ND		
WB-H1-2	12"x12" Red Wall Board	1	4	G	Y	Wall Board-ND		
WB-H1-3	12"x12" Red Wall Board	1	4	G	Y	Wall Board-ND		
WB-H2-1	Brown Wall Board on Columns	1	4	G	Y	Wall Board-ND		
WB-H2-2	Brown Wall Board on Columns	1	4	G	Y	Wall Board-ND		
WB-H2-3	Brown Wall Board on Columns	1	4	G	Y	Wall Board-ND		

ND - None Detected
G - Good, F - Fair, P - Poor
Y- Yes, N - No
B-Basement, Ext-Exterior

Table 1: Summary of Asbestos Samples and Results
139 West 13th Street
Crete, Nebraska 68333

Sample Number	Material Description	Floor	Location(s)	Condition	Friable	Sample Analysis	Location(s) of Asbestos Containing Materials	Quantities
WB-H3-1	Cream Wall Board with Vertical Indents	1	5	G	Y	Wall Board-ND		
WB-H3-2	Cream Wall Board with Vertical Indents	1	5	G	Y	Wall Board-ND		
WB-H3-3	Cream Wall Board with Vertical Indents	1	5	G	Y	Wall Board-ND		
GD-H1-1	Brown Glue Dot on Ceiling Tile	1	6	G	N	Glue Dot-ND		
GD-H1-2	Brown Glue Dot on Ceiling Tile	1	6	G	N	Glue Dot-ND		
GD-H1-3	Brown Glue Dot on Ceiling Tile	1	6	G	N	Glue Dot-ND		
LC-H1-1	White Leveling Compound	1	6	G	N	Leveling Compound-ND		
LC-H1-2	White Leveling Compound	1	6	G	N	Leveling Compound-ND		
LC-H1-3	White Leveling Compound	1	6	G	N	Leveling Compound-ND		
WP-H1-1	Cream Wallpaper with White Texture and Gray Joint Compound	1	6	G	Y	Wall Paper-ND, Texture-ND, Joint Compound-ND		
WP-H1-2	Cream Wallpaper with White Texture and Gray Joint Compound	1	6	G	Y	Wall Paper-ND, Texture-ND, Joint Compound-ND		
WP-H1-3	Cream Wallpaper with White Texture and Gray Joint Compound	1	6	G	Y	Wall Paper-ND, Texture-ND, Joint Compound-ND		
TEXT-H1-1	White Ceiling Texture	1	5	G	Y	Texture-ND		
TEXT-H1-2	White Ceiling Texture	1	5	G	Y	Texture-ND		
TEXT-H1-3	White Ceiling Texture	1	5	G	Y	Texture-ND		
LIN-H1-1	White Linoleum with Yellow Mastic	2	11	G	N	Linoleum-ND, Mastic-ND		
LIN-H1-2	White Linoleum with Yellow Mastic	2	11	G	N	Linoleum-ND, Mastic-ND		

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Table 1: Summary of Asbestos Samples and Results
139 West 13th Street
Crete, Nebraska 68333

Sample Number	Material Description	Floor	Location(s)	Condition	Friable	Sample Analysis	Location(s) of Asbestos Containing Materials	Quantities
LIN-H1-3	White Linoleum with Yellow Mastic	2	11	G	N	Linoleum-ND, Mastic-ND		
WM-H1-1	Brown Wall Mastic	1	5	G	N	Mastic-ND		
WM-H1-2	Brown Wall Mastic	1	5	G	N	Mastic-ND		
WM-H1-3	Brown Wall Mastic	1	5	G	N	Mastic-ND		
DT-H1-1	White HVAC Duct Tape	B	1	G	Y	Duct Tape-60% Chrysotile	Rooms 1, 2, and 3	350 LF
DT-H1-2	White HVAC Duct Tape	B	2	G	Y			
DT-H1-3	White HVAC Duct Tape	B	2	G	Y			
FB-H1-1	Tan Fire Brick	B	1	G	N	Fire Brick-ND		
FB-H1-2	Tan Fire Brick	B	1	G	N	Fire Brick-ND		
FB-H1-3	Tan Fire Brick	B	1	G	N	Fire Brick-ND		
FI-H1-1	Tan Fire Insulation with Gray Furnace Insulation	B	2	G	Y	Tan Insulation-ND, Gray Insulation-30% Chrysotile	Room 2	70 SF
FI-H1-2	Tan Fire Insulation with Gray Furnace Insulation	B	2	G	Y			
FI-H1-3	Tan Fire Insulation with Gray Furnace Insulation	B	2	G	Y			
P-H1-1	Cream Wall Plaster	1	3	G	Y	Plaster-ND		
P-H1-2	Cream Wall Plaster	1	3	G	Y	Plaster-ND		

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Table 1: Summary of Asbestos Samples and Results
139 West 13th Street
Crete, Nebraska 68333

Sample Number	Material Description	Floor	Location(s)	Condition	Friable	Sample Analysis	Location(s) of Asbestos Containing Materials	Quantities
P-H1-3	Cream Wall Plaster	1	7	G	Y	Plaster-ND		
FTM-H1-1	12"x12" Beige Floor Tile with Yellow Mastic, Black Mastic, and White Leveling Compound	1	6	G	N	Floor Tile-4% Chrysotile, Yellow Mastic- ND, Black Mastic-ND, Leveling Compound-ND	Rooms 6, 9, and 10	200 SF
FTM-H1-2	12"x12" Beige Floor Tile with Yellow Mastic, Black Mastic, and White Leveling Compound	1	6	G	N			
FTM-H1-3	12"x12" Beige Floor Tile with Yellow Mastic, Black Mastic, and White Leveling Compound	1	9	G	N			
FTM-H2-1	12"x12" Blue Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H2-2	12"x12" Blue Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H2-3	12"x12" Blue Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H3-1	12"x12" White Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H3-2	12"x12" White Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H3-3	12"x12" White Floor Tile with Black Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H4-1	12"x12" Brown Floor Tile with Clear Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H4-2	12"x12" Brown Floor Tile with Clear Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
FTM-H4-3	12"x12" Brown Floor Tile with Clear Mastic	1	8	G	N	Floor Tile-ND, Mastic-ND		
CT-H1-1	12"x12" White Dotted Ceiling Tile	1	6	G	Y	Ceiling Tile-ND		
CT-H1-2	12"x12" White Dotted Ceiling Tile	1	6	G	Y	Ceiling Tile-ND		
CT-H1-3	12"x12" White Dotted Ceiling Tile	1	6	G	Y	Ceiling Tile-ND		
CT-H2-1	2'x4' Gray Ceiling Tile with White Mastic and Brown Insulation	1	6	G	Y	Ceiling Tile-ND, Mastic-ND, Insulation-ND		

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Table 1: Summary of Asbestos Samples and Results
139 West 13th Street
Crete, Nebraska 68333

Sample Number	Material Description	Floor	Location(s)	Condition	Friable	Sample Analysis	Location(s) of Asbestos Containing Materials	Quantities
CT-H2-2	2'x4' Gray Ceiling Tile with White Mastic and Brown Insulation	1	6	G	Y	Ceiling Tile-ND, Mastic-ND, Insulation-ND		
CT-H2-3	2'x4' Gray Ceiling Tile with White Mastic and Brown Insulation	1	6	G	Y	Ceiling Tile-ND, Mastic-ND, Insulation-ND		
CT-H3-1	2'x2' Blue Dotted Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H3-2	2'x2' Blue Dotted Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H3-3	2'x2' Blue Dotted Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H4-1	1'x3' Blue Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H4-2	1'x3' Blue Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H4-3	1'x3' Blue Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H5-1	1'x2' Black Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H5-2	1'x2' Black Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
CT-H5-3	1'x2' Black Ceiling Tile	1	4	G	Y	Ceiling Tile-ND		
RT-H1-1	Black Roof Tar	Ext	Roof	G	N	Roof Tar-ND		
RI-H1-1	White Roof Insulation	Ext	Roof	G	Y	Roof Insulation-ND		
TP-H1-1	Brown Roof Tar Paper	Ext	Roof	G	N	Roof Tar Paper-ND		

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APPENDIX C
PLM ANALYTICAL RESULTS
(25 Pages)



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	PI-H1-1	Layered	Tan Pipe Wrap	Asbestos Not Present	Synthetic 100	
001a		Layered	Brown/Gray Pipe Insulation	Asbestos Present Chrysotile 20	Cellulose 70	Binder
002	PI-H1-2	Layered	Tan Pipe Wrap	Asbestos Not Present	Synthetic 100	
002a		Layered	Brown/Gray Pipe Insulation	Asbestos Present Chrysotile 20	Cellulose 70	Binder
003	PI-H1-3	Layered	Tan Pipe Wrap	Asbestos Not Present	Synthetic 100	
003a		Layered	Brown/Gray Pipe Insulation	Asbestos Present Chrysotile 20	Cellulose 70	Binder
004	PI-H1-4	Layered	Tan Pipe Wrap	Asbestos Not Present	Synthetic 100	

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
004a		Layered	Brown/Gray Pipe Insulation	Asbestos Present Chrysotile 20	Cellulose 70	Binder
005	PI-H1-5	Layered	Tan Pipe Wrap	Asbestos Not Present	Synthetic 100	
005a		Layered	Brown/Gray Pipe Insulation	Asbestos Present Chrysotile 20	Cellulose 70	Binder
006	M-H1-1	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue CaCO3
007	M-H1-2	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue CaCO3
008	M-H1-3	Homogeneous	Yellow Carpet Mastic	Asbestos Not Present	NA	Glue CaCO3

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
009	M-H2-1	Homogeneous	Black Mastic	Asbestos Not Present	Cellulose 3	Tar
010	M-H2-2	Homogeneous	Black Mastic	Asbestos Not Present	Cellulose 3	Tar
011	M-H2-3	Homogeneous	Black Mastic	Asbestos Not Present	Cellulose 10	Tar
012	WB-H1-1	Homogeneous	Red Wallboard	Asbestos Not Present	Cellulose 90	Paint
013	WB-H1-2	Homogeneous	Red Wallboard	Asbestos Not Present	Cellulose 90	Paint
014	WB-H1-3	Homogeneous	Red Wallboard	Asbestos Not Present	Cellulose 90	Paint
015	WB-H2-1	Homogeneous	Brown Wallboard	Asbestos Not Present	Cellulose 90	Paint

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Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
016	WB-H2-2	Homogeneous	Brown Wallboard	Asbestos Not Present	Cellulose 90	Paint
017	WB-H2-3	Homogeneous	Brown Wallboard	Asbestos Not Present	Cellulose 90	Paint
018	GD-H1-1	Homogeneous	Brown Glue Dot	Asbestos Not Present	NA	Glue
019	GD-H1-2	Homogeneous	Brown Glue Dot	Asbestos Not Present	NA	Glue
020	GD-H1-3	Homogeneous	Brown Glue Dot	Asbestos Not Present	NA	Glue
021	LC-H1-1	Homogeneous	White Leveling Compound	Asbestos Not Present	NA	CaCO3 Sand

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
022	LC-H1-2	Homogeneous	White Leveling Compound	Asbestos Not Present	NA	Sand CaCO3
023	LC-H1-3	Homogeneous	White Leveling Compound	Asbestos Not Present	NA	Sand CaCO3
024	WP-H1-1	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam Paint
024a		Layered	Beige Joint Tape	Asbestos Not Present	Synthetic 100	
024b		Layered	Gray Joint Compound	Asbestos Not Present	NA	CaCO3
025	WP-H1-2	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam Paint
025a		Layered	Beige Joint Tape	Asbestos Not Present	Synthetic 100	

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
025b		Layered	Gray Joint Compound	Asbestos Not Present	NA	CaCO3
026	WP-H1-3	Layered	White Texture	Asbestos Not Present	NA	CaCO3 Foam Paint
026a		Layered	Beige Joint Tape	Asbestos Not Present	Synthetic 100	
026b		Layered	Gray Joint Compound	Asbestos Not Present	NA	CaCO3
027	TEXT-H1-1	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint
028	TEXT-H1-2	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
029	TEXT-H1-3	Homogeneous	White Ceiling Texture	Asbestos Not Present	NA	CaCO3 Paint
030	LIN-H1-1	Layered	White Linoleum	Asbestos Not Present	Cellulose 25	Vinyl Binder
030a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
031	LIN-H1-2	Layered	White Linoleum	Asbestos Not Present	Cellulose 25	Vinyl Binder
031a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue
032	LIN-H1-3	Layered	White Linoleum	Asbestos Not Present	Cellulose 25	Vinyl Binder
032a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue

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Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
033	WM-H1-1	Homogeneous	Brown Mastic	Asbestos Not Present	NA	Glue
034	WM-H1-2	Homogeneous	Brown Mastic	Asbestos Not Present	NA	Glue
035	WM-H1-3	Homogeneous	Brown Mastic	Asbestos Not Present	NA	Glue
036	DT-H1-1	Homogeneous	Gray Duct Tape	Asbestos Present Chrysotile 60	Cellulose 30	Binder
037	DT-H1-2	Homogeneous	Gray Duct Tape	Asbestos Present Chrysotile 60	Cellulose 30	Binder
038	DT-H1-3	Homogeneous	Gray Duct Tape	Asbestos Present Chrysotile 60	Cellulose 30	Binder

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Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
039	FB-H1-1	Homogeneous	Tan Fire Brick	Asbestos Not Present	NA	CaCO3 Sand
040	FB-H1-2	Homogeneous	Tan Fire Brick	Asbestos Not Present	NA	CaCO3 Sand
041	FB-H1-3	Homogeneous	Tan Fire Brick	Asbestos Not Present	NA	CaCO3 Sand
042	FI-H1-1	Layered	Tan Insulation	Asbestos Not Present	Cellulose 15	Gypsum
042a		Layered	Gray Insulation	Asbestos Present Chrysotile 30	NA	CaCO3
043	FI-H1-2	Layered	Tan Insulation	Asbestos Not Present	Cellulose 15	Gypsum
043a		Layered	Gray Insulation	Asbestos Present Chrysotile 30	NA	CaCO3

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Methodology: EPA/600/R-93/116	Project Number: N/A

QuantEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
044	FI-H1-3	Layered	Tan Insulation	Asbestos Not Present	Cellulose 15	Gypsum
044a		Layered	Gray Insulation	Asbestos Present Chrysotile 30	NA	CaCO3
045	P-H1-1	Homogeneous	Cream Plaster	Asbestos Not Present	NA	Sand Gypsum
046	P-H1-2	Homogeneous	Cream Plaster	Asbestos Not Present	NA	Sand Gypsum
047	P-H1-3	Homogeneous	Cream Plaster	Asbestos Not Present	NA	Sand Gypsum
048	FTM-H1-1	Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
048a		Layered	Beige Floor Tile	Asbestos Present Chrysotile 4	NA	Vinyl CaCO3
048b		Layered	Black Mastic	Asbestos Not Present	NA	Tar
048c		Layered	White Leveling Compound	Asbestos Not Present	Talc 3	CaCO3
049	FTM-H1-2	Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
049a		Layered	Beige Floor Tile	Asbestos Present Chrysotile 4	NA	Vinyl CaCO3
049b		Layered	Black Mastic	Asbestos Not Present	NA	Tar
050	FTM-H1-3	Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
050a		Layered	Beige Floor Tile	Asbestos Present Chrysotile 4	NA	Vinyl CaCO3
050b		Layered	Black Mastic	Asbestos Not Present	NA	Tar
050c		Layered	White Leveling Compound	Asbestos Not Present	Talc 3	CaCO3
051	FTM-H2-1	Layered	Blue Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
051a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
052	FTM-H2-2	Layered	Blue Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3

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Polarized Light Microscopy Asbestos Analysis Report

QuanTEM Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
052a		Layered	Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
053	FTM-H3-1	Layered	White Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
053a		Layered	Black Mastic	Asbestos Not Present	NA	Glue CaCO3
054	FTM-H3-2	Layered	White Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
054a		Layered	Black Mastic	Asbestos Not Present	NA	Glue CaCO3
055	FTM-H3-3	Layered	White Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
055a		Layered	Black Mastic	Asbestos Not Present	NA	Glue CaCO3

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
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Date Received: 07/11/2019	
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Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
056	FTM-H4-1	Layered	Brown Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
056a		Layered	Clear Mastic	Asbestos Not Present	NA	Glue
057	FTM-H4-2	Layered	Brown Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
057a		Layered	Clear Mastic	Asbestos Not Present	NA	Glue
058	FTM-H4-3	Layered	Brown Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
058a		Layered	Clear Mastic	Asbestos Not Present	NA	Glue

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
059	WB-H3-1	Homogeneous	Cream Wallboard	Asbestos Not Present	Cellulose 90	Paint
060	WB-H3-2	Homogeneous	Cream Wallboard	Asbestos Not Present	Cellulose 90	Paint
061	WB-H3-3	Homogeneous	Cream Wallboard	Asbestos Not Present	Cellulose 90	Paint
062	CT-H1-1	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
063	CT-H1-2	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
064	CT-H1-3	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
065	CT-H2-1	Layered	Beige Wrap	Asbestos Not Present	Synthetic 90	Binder

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Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
065a		Layered	White Mastic	Asbestos Not Present	NA	Glue CaCO3
065b		Layered	Brown Insulation	Asbestos Not Present	Cellulose 100	
066	CT-H2-2	Layered	Beige Wrap	Asbestos Not Present	Synthetic 90	Binder
066a		Layered	White Mastic	Asbestos Not Present	NA	Glue CaCO3
066b		Layered	Brown Insulation	Asbestos Not Present	Cellulose 100	
067	CT-H2-3	Homogeneous	Brown Insulation	Asbestos Not Present	Cellulose 100	

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311864	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
	Kansas City, MO 64168
Date Received: 07/11/2019	
Received By: Elena LaFarge	
Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
068	CT-H3-1	Homogeneous	Blue Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
069	CT-H3-2	Homogeneous	Blue Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
070	CT-H3-1	Homogeneous	Blue Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
071	CT-H4-1	Homogeneous	Blue Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
072	CT-H4-2	Homogeneous	Blue Ceiling Tile	Asbestos Not Present	Cellulose 90	Paint
073	CT-H4-3	Homogeneous	Brown Ceiling Tile	Asbestos Not Present	Cellulose 100	
074	CT-H5-1	Homogeneous	Brown Ceiling Tile	Asbestos Not Present	Cellulose 100	

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Date Received: 07/11/2019	
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Date Analyzed: 07/16/2019	Project: 139 West 13th Street
Analyzed By: Carter W. Cox	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
075	CT-H5-2	Homogeneous	Brown Ceiling Tile	Asbestos Not Present	Cellulose 100	
076	CT-H5-3	Homogeneous	Brown Ceiling Tile	Asbestos Not Present	Cellulose 100	

Carter Cox

Carter W. Cox, Analyst

7/16/2019

Date of Report

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ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502
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LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only
Lab No. <u>3118064</u>
Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>
Report Results <input checked="" type="checkbox"/> (one box)
<input checked="" type="checkbox"/> QuanTEM Website
<input type="checkbox"/> Other _____

Contact Information		Project Information	
Company: NEW HORIZONS LLC.	Phone: (402) 261-8130	Project Name: 139 West 13th Street	
Contact: Zachary Kuhr	Cell Phone: (402) 570-8852	Project Location: 139 West 13th Street, Crete, NE	
Account #:	E-mail: mackenzie@newhorizons-llc.com	Project ID:	
SAMPLED BY: Name: Zachary Kuhr	Date: 7/9/2019	P.O. Number:	

RELINQUISHED BY <i>Zachary Kuhr</i>	DATE & TIME <i>7/9/2019</i>	VIA	RECEIVED BY <i>Elena Lafargue</i>	DATE & TIME <i>07/11/19</i>
				<i>9:00AM</i>

REQUESTED SERVICES (Please the Appropriate Boxes)

	PLM	PLM	TEM		TEM	TURNAROUND TIME	
			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/>	Air- AHERA	<input type="checkbox"/>	Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/>	Rush
<input type="checkbox"/>	400 Point Count	<input type="checkbox"/>	Air- NIOSH 7402	<input type="checkbox"/>	Bulk- Quantitative [weight%]- Chatfield	<input type="checkbox"/>	Same Day
<input type="checkbox"/>	1000 Point Count	<input type="checkbox"/>	Air- ISO 10312	<input type="checkbox"/>	Dust- Presence / Absence	<input type="checkbox"/>	24 - Hour
<input type="checkbox"/>	Gravimetric Preparation	<input type="checkbox"/>	Drinking Water- EPA 100.2	<input type="checkbox"/>	Dust- Quantitative [fibers/sq.cm]- ASTM D5755	<input checked="" type="checkbox"/>	3 - Day
<input type="checkbox"/>	Particle ID	<input type="checkbox"/>	Waste Water- EPA 600/4-83-043	<input type="checkbox"/>	Other	<input type="checkbox"/>	5 - Day

No.	Sample ID (10 Characters Max)	To Be Analyzed <input checked="" type="checkbox"/>	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	PI-H1-1	<input checked="" type="checkbox"/>	White	Pipe Insulation with Cloth Wrap		
2	PI-H1-2	<input checked="" type="checkbox"/>	White	Pipe Insulation with Cloth Wrap		
3	PI-H1-3	<input checked="" type="checkbox"/>	White	Pipe Insulation with Cloth Wrap		
4	PI-H1-4	<input checked="" type="checkbox"/>	White	Pipe Insulation with Cloth Wrap		
5	PI-H1-5	<input checked="" type="checkbox"/>	White	Pipe Insulation with Cloth Wrap		
6	M-H1-1	<input checked="" type="checkbox"/>	Yellow	Carpet Mastic		
7	M-H1-2	<input checked="" type="checkbox"/>	Yellow	Carpet Mastic		
8	M-H1-3	<input checked="" type="checkbox"/>	Yellow	Carpet Mastic		
9	M-H2-1	<input checked="" type="checkbox"/>	Black	Mastic		
10	M-H2-2	<input checked="" type="checkbox"/>	Black	Mastic		



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For Lab Use Only	
Lab No. <u>21864</u>	Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>

Project Information		Project Name: 139 West 13th Street	Project Location: 139 West 13th Street, Crete, NE			
No.	Sample ID (10 Characters Max)	To Be Analyzed <input checked="" type="checkbox"/>	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	M-H2-3	<input checked="" type="checkbox"/>	Black	Mastic		
12	WB-H1-1	<input checked="" type="checkbox"/>	Red	Wall Board		
13	WB-H1-2	<input checked="" type="checkbox"/>	Red	Wall Board		
14	WB-H1-3	<input checked="" type="checkbox"/>	Red	Wall Board		
15	WB-H2-1	<input checked="" type="checkbox"/>	Brown	Wall Board		
16	WB-H2-2	<input checked="" type="checkbox"/>	Brown	Wall Board		
17	WB-H2-3	<input checked="" type="checkbox"/>	Brown	Wall Board		
18	GD-H1-1	<input checked="" type="checkbox"/>	Brown	Glue Dot		
19	GD-H1-2	<input checked="" type="checkbox"/>	Brown	Glue Dot		
20	GD-H1-3	<input checked="" type="checkbox"/>	Brown	Glue Dot		
21	LC-H1-1	<input checked="" type="checkbox"/>	White	Leveling Compound		
22	LC-H1-2	<input checked="" type="checkbox"/>	White	Leveling Compound		
23	LC-H1-3	<input checked="" type="checkbox"/>	White	Leveling Compound		
24	WP-H1-1	<input checked="" type="checkbox"/>	Cream	Wall Paper		
25	WP-H1-2	<input checked="" type="checkbox"/>	Cream	Wall Paper		
26	WP-H1-3	<input checked="" type="checkbox"/>	Cream	Wall Paper		
27	TEXT-H1-1	<input checked="" type="checkbox"/>	White	Ceiling Texture		
28	TEXT-H1-2	<input checked="" type="checkbox"/>	White	Ceiling Texture		
29	TEXT-H1-3	<input checked="" type="checkbox"/>	White	Ceiling Texture		
30	LIN-H1-1	<input checked="" type="checkbox"/>	White	Linoleum		



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LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only	
Lab No. <u>211804</u>	Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>

Project Information		Project Name: 139 West 13th Street	Project Location: 139 West 13th Street, Crete, NE			
No.	Sample ID (10 Characters Max)	To Be Analyzed <input checked="" type="checkbox"/>	Color	Description	Volume / Area (as applicable)	Comments / Notes
31	LIN-H1-2	<input checked="" type="checkbox"/>	White	Linoleum		
32	LIN-H1-3	<input checked="" type="checkbox"/>	White	Linoleum		
33	WM-H1-1	<input checked="" type="checkbox"/>	Brown	Wall Mastic		
34	WM-H1-2	<input checked="" type="checkbox"/>	Brown	Wall Mastic		
35	WM-H1-3	<input checked="" type="checkbox"/>	Brown	Wall Mastic		
36	DT-H1-1	<input checked="" type="checkbox"/>	Brown	HVAC Duct Tape		
37	DT-H1-2	<input checked="" type="checkbox"/>	Brown	HVAC Duct Tape		
38	DT-H1-3	<input checked="" type="checkbox"/>	Brown	HVAC Duct Tape		
39	FB-H1-1	<input checked="" type="checkbox"/>	Tan	Fire Brick		
40	FB-H1-2	<input checked="" type="checkbox"/>	Tan	Fire Brick		
41	FB-H1-3	<input checked="" type="checkbox"/>	Tan	Fire Brick		
42	FI-H1-1	<input checked="" type="checkbox"/>	Tan	Fire Insulation		
43	FI-H1-2	<input checked="" type="checkbox"/>	Tan	Fire Insulation		
44	FI-H1-3	<input checked="" type="checkbox"/>	Tan	Fire Insulation		
45	P-H1-1	<input checked="" type="checkbox"/>	Cream	Plaster		
46	P-H1-2	<input checked="" type="checkbox"/>	Cream	Plaster		
47	P-H1-3	<input checked="" type="checkbox"/>	Cream	Plaster		
48	FTM-H1-1	<input checked="" type="checkbox"/>	White	Floor Tile with Yellow and Black Mastic		
49	FTM-H1-2	<input checked="" type="checkbox"/>	White	Floor Tile with Yellow and Black Mastic		
50	FTM-H1-3	<input checked="" type="checkbox"/>	White	Floor Tile with Yellow and Black Mastic		



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Lab No. <u>3188A</u>
<input checked="" type="radio"/> Accept <input type="radio"/> Reject

Project Information		Project Name: 139 West 13th Street	Project Location: 139 West 13th Street, Crete, NE			
No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
51	FTM-H2-1	<input checked="" type="checkbox"/>	Blue	Floor Tile with Black Mastic		
52	FTM-H2-2	<input checked="" type="checkbox"/>	Blue	Floor Tile with Black Mastic		
53	FTM-H3-1	<input checked="" type="checkbox"/>	White	Floor Tile with Black Mastic		
54	FTM-H3-2	<input checked="" type="checkbox"/>	White	Floor Tile with Black Mastic		
55	FTM-H3-3	<input checked="" type="checkbox"/>	White	Floor Tile with Black Mastic		
56	FTM-H4-1	<input checked="" type="checkbox"/>	Brown	Floor Tile with Clear Mastic		
57	FTM-H4-2	<input checked="" type="checkbox"/>	Brown	Floor Tile with Clear Mastic		
58	FTM-H4-3	<input checked="" type="checkbox"/>	Brown	Floor Tile with Clear Mastic		
59	WB-H3-1	<input checked="" type="checkbox"/>	Cream	Wall Board		
60	WB-H3-2	<input checked="" type="checkbox"/>	Cream	Wall Board		
61	WB-H3-3	<input checked="" type="checkbox"/>	Cream	Wall Board		
62	CT-H1-1	<input checked="" type="checkbox"/>	White	12"x12" Dotted Ceiling Tile		
63	CT-H1-2	<input checked="" type="checkbox"/>	White	12"x12" Dotted Ceiling Tile		
64	CT-H1-3	<input checked="" type="checkbox"/>	White	12"x12" Dotted Ceiling Tile		
65	CT-H2-1	<input checked="" type="checkbox"/>	Gray	2'x4' Ceiling Tile		
66	CT-H2-2	<input checked="" type="checkbox"/>	Gray	2'x4' Ceiling Tile		
67	CT-H2-3	<input checked="" type="checkbox"/>	Gray	2'x4' Ceiling Tile		
68	CT-H3-1	<input checked="" type="checkbox"/>	Blue	Dotted 2'x2' Ceiling Tile		
69	CT-H3-2	<input checked="" type="checkbox"/>	Blue	Dotted 2'x2' Ceiling Tile		
70	CT-H3-3	<input checked="" type="checkbox"/>	Blue	Dotted 2'x2' Ceiling Tile		



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For Lab Use Only
Lab No. <u>2186A</u>
<input checked="" type="radio"/> Accept <input type="radio"/> Reject

Project Information						
Company: NEW HORIZONS LLC.		Project Name: 139 West 13th Street		Project Location: 139 West 13th Street, Crete, NE		
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
__1	CT-H4-1	<input checked="" type="checkbox"/>	Blue	1'x3' Ceiling Tile		
__2	CT-H4-2	<input checked="" type="checkbox"/>	Blue	1'x3' Ceiling Tile		
__3	CT-H4-3	<input checked="" type="checkbox"/>	Blue	1'x3' Ceiling Tile		
__4	CT-H5-1	<input checked="" type="checkbox"/>	Black	1'x2' Ceiling Tile		
__5	CT-H5-2	<input checked="" type="checkbox"/>	Black	1'x2' Ceiling Tile		
__6	CT-H5-3	<input checked="" type="checkbox"/>	Black	1'x2' Ceiling Tile		
__7		<input type="checkbox"/>				
__8		<input type="checkbox"/>				
__9		<input type="checkbox"/>				
__0		<input type="checkbox"/>				
__1		<input type="checkbox"/>				
__2		<input type="checkbox"/>				
__3		<input type="checkbox"/>				
__4		<input type="checkbox"/>				
__5		<input type="checkbox"/>				
__6		<input type="checkbox"/>				
__7		<input type="checkbox"/>				
__8		<input type="checkbox"/>				
__9		<input type="checkbox"/>				
__0		<input type="checkbox"/>				



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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 311907	Client: New Horizons Enterprises
Account Number: B648	P.O. Box 681183
Date Received: 07/12/2019	Kansas City, MO 64168
Received By: Eunice Trent	
Date Analyzed: 07/12/2019	Project: 139 West 13th Street
Analyzed By: Cassie Sanborn	Project Location: 139 West 13th Street, Crete, NE
Methodology: EPA/600/R-93/116	Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	RT-H1-1	Homogeneous	Black Roofing	Asbestos Not Present	NA	Rubber Binder
002	RI-H1-1	Homogeneous	White Insulation	Asbestos Not Present	NA	Foam
003	TP-H1-1	Homogeneous	Brown Roofing Paper	Asbestos Not Present	Cellulose 90	Binder

Cassie Sanborn

Cassie Sanborn, Analyst

7/15/2019

Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.



ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only
Lab No. <u>31907</u>
Accept <input checked="" type="checkbox"/> Reject <input type="checkbox"/>

Report Results (☐ one box)
<input checked="" type="checkbox"/> Quantem Website
<input type="checkbox"/> Other

Project Information	
Project Name:	139 West 13th Street
Project Location:	139 West 13th Street, Crete, NE
Project ID:	
P.O. Number:	

Contact Information	
Company:	NEW HORIZONS LLC.
Phone:	(402) 261-8130
Contact:	Zachary Kuhr
Cell Phone:	(402) 570-8852
E-mail:	mackenzie@newhorizons-llc.com
Account #:	
SAMPLED BY:	Name: Zachary Kuhr
Date:	7/11/2019

RELINQUISHED BY	DATE & TIME	VIA	RECEIVED BY	DATE & TIME
<i>Zachary Kuhr</i>	7-11-2019		<i>ejt</i>	07-12-19
				10:00 am

REQUESTED SERVICES (Please ☑ the Appropriate Boxes)

	PLM		PLM		TEM		TEM		TURNAROUND TIME									
	Bulk Analysis (EPA 600/R-93/116)	400 Point Count	Vermiculite Attic Insulation (EPA 600/R-04/004)	Other	Air- AHERA	Air- NIOSH 7402	Air- ISO 10312	Bulk- Presence / Absence EPA600/R-93/116	Bulk- Quantitative [weight%]- Chatfield	Dust- Presence / Absence	Dust- Quantitative [fibers/sq.cm]- ASTM D5755	Other	Rush	Same Day	24 - Hour	3 - Day	5 - Day	
<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	RT-H1-1	<input type="checkbox"/>	Black	Roof Tar		
2	RI-H1-1	<input type="checkbox"/>	White	Roof Insulation		
3	TP-H1-1	<input type="checkbox"/>	Brown	Roof Tar Paper		
4		<input type="checkbox"/>				
5		<input type="checkbox"/>				
6		<input type="checkbox"/>				
7		<input type="checkbox"/>				
8		<input type="checkbox"/>				
9		<input type="checkbox"/>				
10		<input type="checkbox"/>				

APPENDIX D

PHOTO LOG OF POSITIVE ACM

(Two Pages)

**139 West 13th Street
Crete, Nebraska 68333**



DIRECTION: Interior	DESCRIPTION	This photograph shows asbestos-containing white pipe insulation located in Rooms 3, 4 (above drop ceiling), and 13. (PI-H1)	1
	CLIENT	City of Crete	DATE: 7/9/2019
	PHOTOGRAPHER	Zachary Kuhr	



DIRECTION: Interior	DESCRIPTION	This photograph shows asbestos-containing white HVAC duct tape located in Rooms 1, 2, and 3. (DT-H1)	2
	CLIENT	City of Crete	DATE: 7/9/2019
	PHOTOGRAPHER	Zachary Kuhr	

**139 West 13th Street
Crete, Nebraska 68333**



DIRECTION: Interior	DESCRIPTION	This photograph shows asbestos-containing gray furnace insulation located in Room 2. (FI-H1)	3
	CLIENT	City of Crete	DATE: 7/9/2019
	PHOTOGRAPHER	Zachary Kuhr	



DIRECTION: Interior	DESCRIPTION	This photograph shows asbestos-containing 12"x12" beige floor tile. Located in rooms 6, 9, and 10. (FTM-H1)	4
	CLIENT	City of Crete	DATE: 7/9/2019
	PHOTOGRAPHER	Zachary Kuhr ⁵⁷	

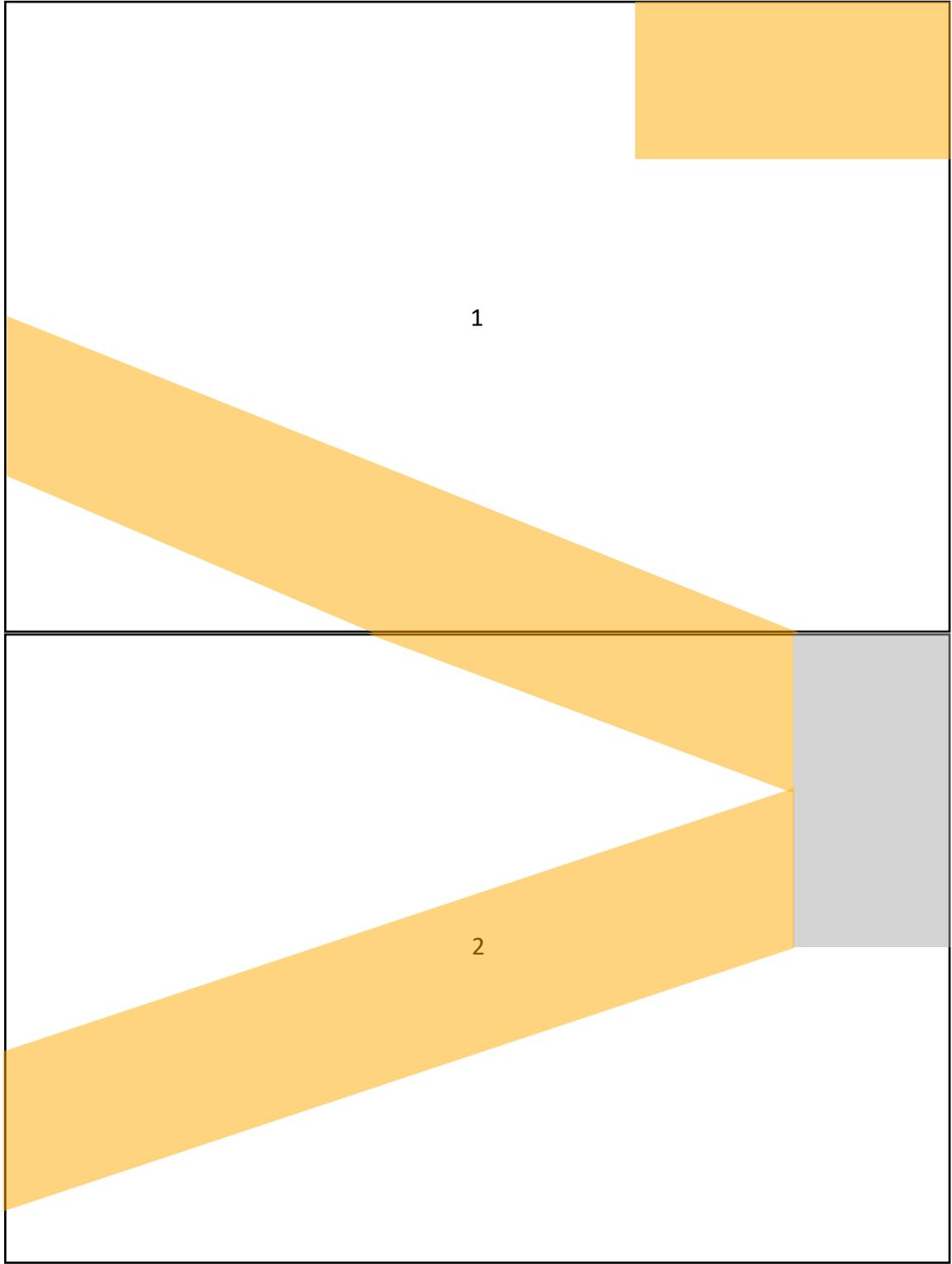
APPENDIX E

POSITIVE ACM LOCATION MAPS

(Four Pages)



-  Units with Duct Tape
-  Gray Furnace Insulation



Positive Location Map

139 West 13th Street

1st Floor

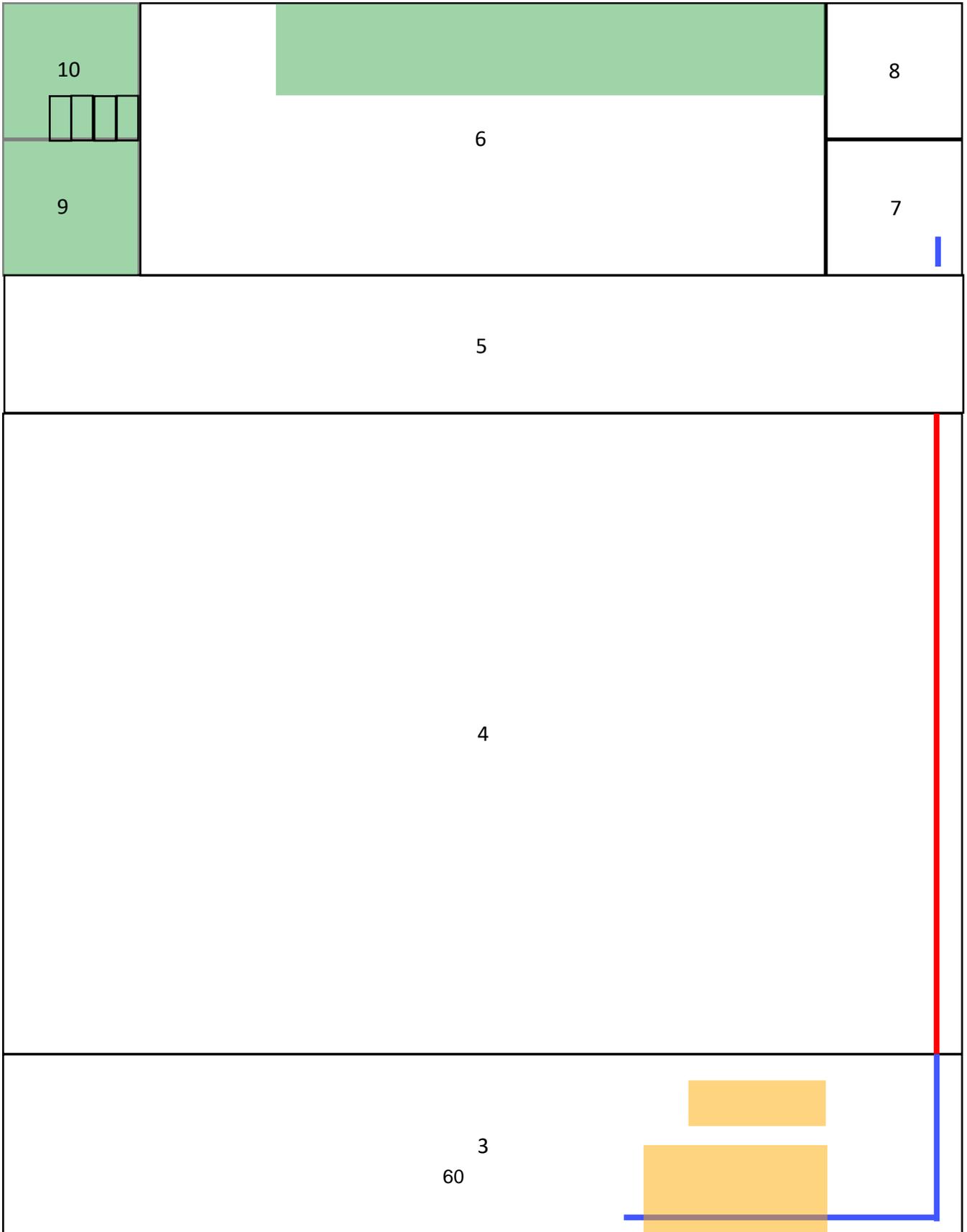


— White Pipe Insulation

Beige 12"x12" Floor Tile

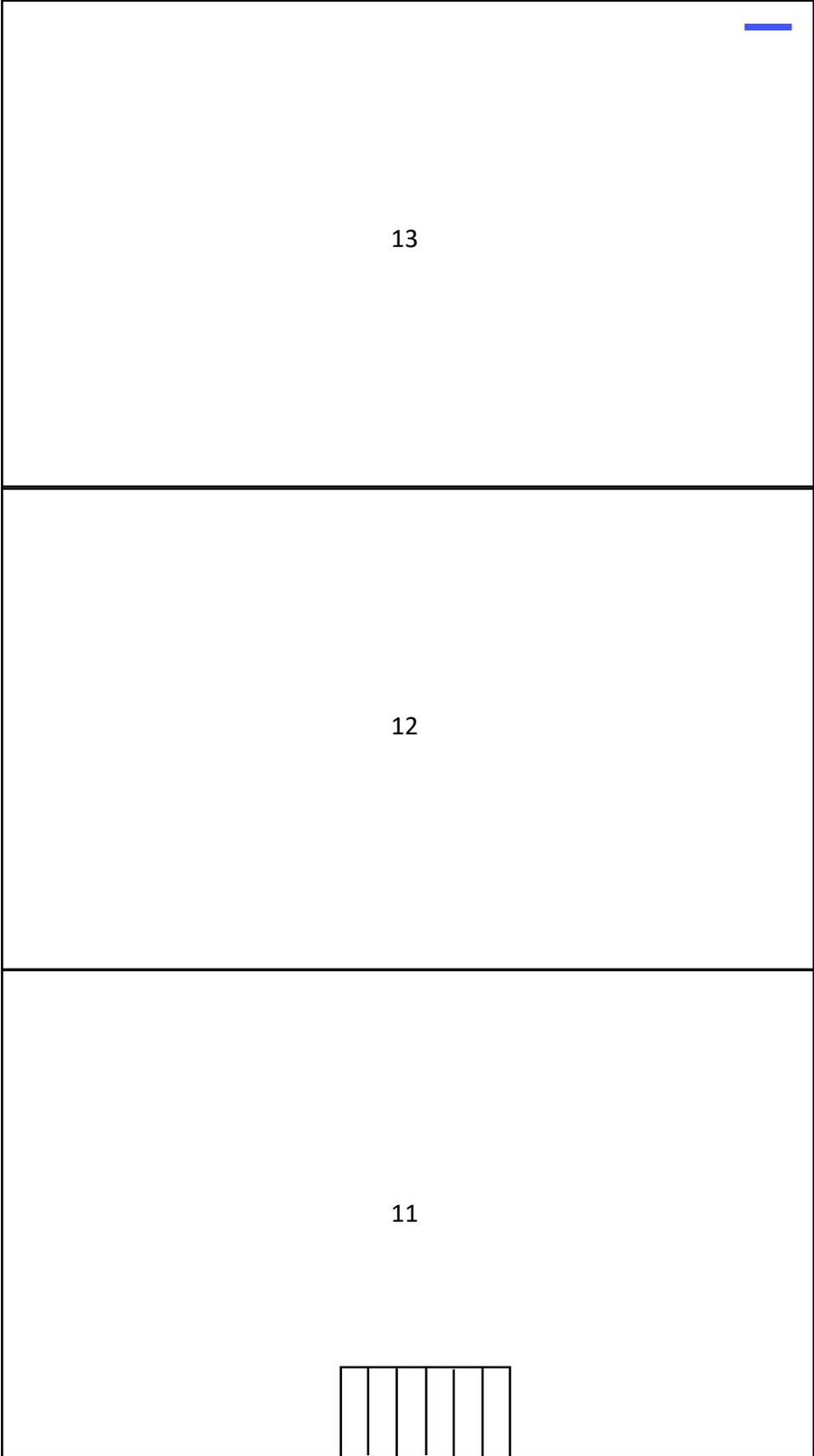
— White Pipe Insulation
— Above Drop Ceiling

Units with Duct Tape





 White Pipe
Insulation

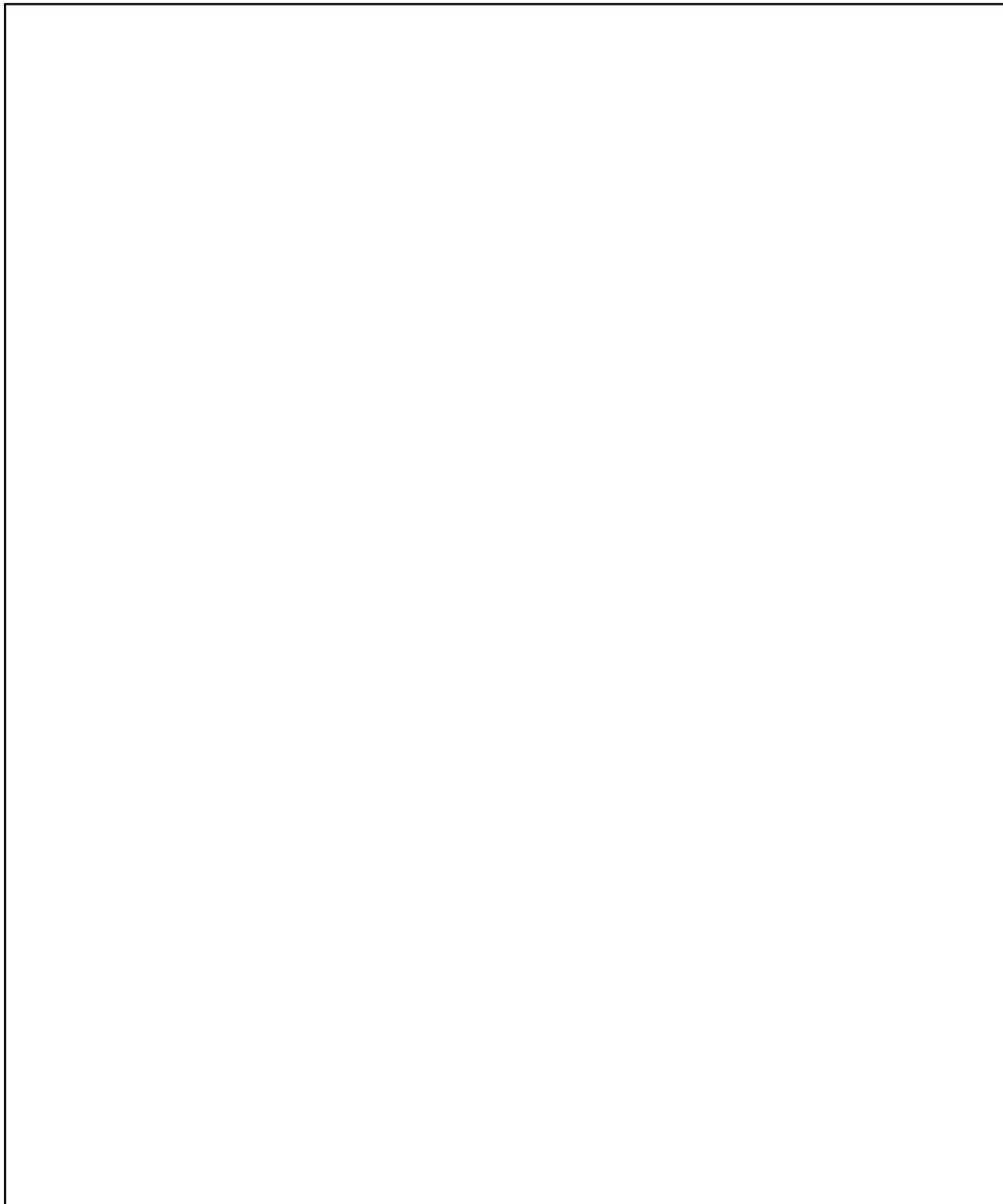


Positive Location Map

139 West 13th Street

Roof

No Asbestos Containing Materials Were Identified





INVOICE

201 West O Street
Lincoln, NE 68528
Phone (402) 261-8130

INVOICE #2019-443
DATE: JULY 23, 2019

TO:
Mr. Roger Foster
City of Crete
243 East 13th Street
Crete, Nebraska 68333

FOR:
Asbestos Inspection
Isis Theatre
139 West 13th Street
Crete, Nebraska 68333

DESCRIPTION	UNITS	RATE	AMOUNT
Asbestos Inspection	LS	\$2,120.00	\$2,120.00
TOTAL			\$2,120.00

Payment due upon receipt

Make all checks payable to New Horizons Enterprises, LLC

Please remit to:
201 West O Street
Lincoln, NE 68528
Tax ID # 26-1199188

Thank you for your business!



June 24, 2019

Mr. Tom Ourada
City Administrator
City of Crete
243 East 13th Street
Crete, NE 68333

Re: Asbestos Abatement
Isis Theatre
139 West 13th Street
Crete, NE 68333

Dear Mr. Ourada,

New Horizons Enterprises, LLC (New Horizons), a certified Woman-Owned Small Business, is pleased to submit the following bid for asbestos abatement at the above mentioned property. New Horizons proposes to complete abatement based on an inspection completed New Horizons on July 22nd, 2019. New Horizons proposes to remove up to 150 linear feet (LF) of thermal insulation on pipes above the ceiling, 350 LF of HVAC duct tape, 70 square feet (SF) of furnace insulation and 200 SF of floor tile from the property. New Horizons will remove the duct work in its entirety. This proposal includes third party visual and air clearance testing as required.

New Horizons will complete the removal of the above referenced asbestos materials under a Nebraska accredited abatement license.

PROCEDURES

Staging of Supplies: Supplies will be staged in a neat and orderly manner. Dumpsters for abatement debris will be staged as close to the work area as possible. Dumpsters will be staged for multiple days.

Transportation and Disposal:

All asbestos materials removed from the building will be bagged or wrapped and properly labeled prior to being placed into a sealed disposal bin for transport to an authorized disposal site.

Employee Protection: Workers will utilize half-face HEPA/APR protection. Higher levels of protection will be utilized if necessary based upon sampling levels. Additionally, all personnel on site will be required to wear proper protective clothing, including hooded Tyvek® suits, gloves, and boots.

Worker Protection Personal Air Monitoring: Personal air sampling is conducted during renovation or abatement projects to determine an employee's exposure (outside any respirator) to airborne fibers. Representative, daily personal monitoring during abatement projects is required by the OSHA Asbestos Standard at Title 29 *Code of Federal Regulations* (29 CFR) 1926.1101

SCHEDULE

New Horizons will work with the bank to accommodate their current schedule to the best of our ability. New Horizons will submit a 10-day notification to the State of Nebraska Department of Health and Human Services. New Horizons anticipates being completed with work within 10 working days.

EXCLUSIONS

The following are specifically excluded from this project:

- Any item not defined in the Scope of Work as defined herein
- Replacement of any materials removed
- Adherence to Specifications or Procedures submitted to New Horizons after proposal submission
- Cost or conditions caused by delays by others beyond New Horizons' control
- Coordination of all utility disconnections and removals
- Patch and repair of adjacent surfaces of any removed
- Any prep for new construction
- Bid, Performance, and/or Payment Bonds (Add 3% if required)
- Liquidated damages
- Prevailing or Davis Bacon Wages

OWNER/AGENT RESPONSIBILITIES

The Owner or his designated agent is responsible for providing to New Horizons the following:

- Electrical access
- Reasonable access to water
- Staging areas for equipment and dumpsters
- Reasonable access to the work area
- Parking for work force

FEES

Asbestos Abatement	\$22,650.00
---------------------------	--------------------

TERMS OF PAYMENT

Payment will be progressive, net 30 days. The client will pay 1.5% per month interest penalty for any part of the month and for any amount for which the payment becomes past due.

Mr. Ourada
July 24, 2019
Page 3 of 3

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (402) 913-8112. New Horizons will proceed with this work upon your written authorization and notice to proceed.

Sincerely,



Dustin Huenink
Project Manager
New Horizons Enterprises, LLC

ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. New Horizons Enterprises, LLC is authorized to proceed with the work as specified.

Accepted by:

Printed Name

Signature

Title

Company

Date



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Crete Public Library
Community and Technology
Center
Crete NE

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 17122-04

Date: 23 August 2018

Date: 17 July 2019

OWNER: *(Name and address)*
City of Crete Nebraska
243 E 13 St
PO Box 86
Crete NE 68333

ARCHITECT: *(Name and address)*
BVH Architecture
440 N 8 St Ste 100
Lincoln NE 68508

CONTRACTOR: *(Name and address)*
Sampson Construction Company, Inc.
3730 S 14 St
Lincoln NE 68502

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Changes to original scope of Work as indicated on attached prior-approved Change Order Requests (COR) as follows:

COR 009 \$359.52
COR 010 (\$13,946.00)
COR 011R \$7710.00
COR 012 \$535.00
COR 013 \$265.00

Total this Change Order: (\$5,076.48)

The original Contract Sum was	\$ 5,585,000.00
The net change by previously authorized Change Orders	\$ -27,457.00
The Contract Sum prior to this Change Order was	\$ 5,557,543.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ (5,076.48)
The new Contract Sum including this Change Order will be	\$ 5,552,466.52

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be as per original Agreement

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BVH Architecture
ARCHITECT

Sampson Construction Company, Inc.
CONTRACTOR *(Firm name)*

City of Crete, Nebraska
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Michael E. Daily
PRINTED NAME AND TITLE

Justin Sanford
PRINTED NAME AND TITLE

Roger Foster, Mayor
PRINTED NAME AND TITLE

07/29/2019

07/29/2019

DATE

DATE

DATE



CHANGE ORDER REQUEST No. 0009

TITLE: Temp Fence and Barricades
TO: CITY OF CRETE
243 E 13TH STREET
CRETE, NE 68333

DATE: 3/28/2019
JOB: 18088
PROJECT:
Crete Public Library, Community &
Technology Center
1540 Grove Avenue
Crete, NE 68333

ATTN: Tom Ourada

DESCRIPTION: Removed 56' of damaged 6' high temporary construction fence and replaced with new fence. Completed 02/18/2019

Response is required within 10 working days to avoid schedule and/or cost implications.

Material

Aero Fence Co - Add to Sampson 359.52

TOTAL: 359.52

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF CRETE

SAMPSON CONSTRUCTION CO INC

BAHR VERMEER HAECKER ARCH

By:
Tom Ourada

By:
Joe Nerud

By:
Mike Daily

Date: 6-27-2019

Date: 03/28/2019

Date: 06/26/2019



CHANGE ORDER REQUEST No. 0010

TITLE: PR#10 City Street Improvement project
TO: CITY OF CRETE
243 E 13TH STREET
CRETE, NE 68333

DATE: 5/3/2019

JOB: 18088

PROJECT:
Crete Public Library, Community &
Technology Center
1540 Grove Avenue
Crete, NE 68333

ATTN: Tom Ourada

DESCRIPTION: Changes to sidewalks, retaining walls & site utilities based on PR#10. Cost to re-install silt fence to allow for paving work.

Response is required within 10 working days to avoid schedule and/or cost implications.

Labor

Sampson - Added Coordination Impact 55 hours at \$65/hr 3,575.00

Material

Sampson - Silt Fence Reinstallation 795lf x \$2' 1,600.00

Subcontractors

Concrete Works Inc. -17,260.00

H & S Plumbing & Heating Co -3,244.00

Linhart Construction, Inc 865.00

Overhead

Profit & Overhead 10% 518.00

TOTAL: -13,946.00

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF CRETE

By:
Tom Ourada

SAMPSON CONSTRUCTION CO INC

By:
Joe Nerud

BAHR VERMEER HAECKER ARCH

By:
Mike Daily

Date: 6-27-2019

Date: 05/03/2019 70

Date: 06/26/2019



CHANGE ORDER REQUEST No. 0011 R

TITLE: Plywood Backing at Upper Soffit (REVISED)
TO: CITY OF CRETE
243 E 13TH STREET
CRETE, NE 68333

ATTN: Tom Ourada

DATE: 6/6/19

JOB: 18088

PROJECT:

Crete Public Library, Community &
Technology Center
1540 Grove Avenue
Crete, NE 68333

DESCRIPTION: Cost to install 5/8" plywood at upper Canopy for fiber cement anchor attachment. Credit for exterior Gypsum and add for CDX Plywood. The steel studs run parallel to fiber cement. Exterior Gypsum will not provide adequate support for anchoring

Response is required within 10 working days to avoid schedule and/or cost implications.

Subcontractors

J&H Specialty Contracting Inc - Cost to install 5/8" plywood at upper Canopy for fiber cement anchor attachment. Credit for exterior Gypsum and add for CDX Plywood. The steel studs run parallel to fiber cement. Exterior Gypsum will not provide adequate support for anchoring 7,234.00

Overhead

Profit and Overhead 5.00% 362.00
Bond 114.00

TOTAL: 7,710.00

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF CRETE

By: 
Tom Ourada

SAMPSON CONSTRUCTION CO INC

By: 
Joe Nerud

BAHR VERMEER HAECKER ARCH

By: 
Mike Daily

Date: 6-27-2019

Date: 06/06/2019

Date: 06/26/2019



CHANGE ORDER REQUEST No. 0012

TITLE: PR#12 Add Doors & Locks
TO: CITY OF CRETE
243 E 13TH STREET
CRETE, NE 68333

DATE: 6/17/2019
JOB: 18088
PROJECT:
Crete Public Library, Community &
Technology Center
1540 Grove Avenue
Crete, NE 68333

ATTN: Tom Ourada

DESCRIPTION: Cost to add 2 doors and locks per PR#12

Response is required within 10 working days to avoid schedule and/or cost implications.

Subcontractors

C&H Cabinets & Countertops Inc - Cost to add 2 doors and locks per PR#12 502.00

Overhead

Fee 5.00% 25.00

Bond 8.00

TOTAL: 535.00

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF CRETE

SAMPSON CONSTRUCTION CO INC

BAHR VERMEER HAECKER ARCH

By:
Tom Ourada

By:
Joe Nerud

By:
Mike Daily

Date: 6-27-2019

Date: 06/17/2019 72

Date: 06/26/2019



CHANGE ORDER REQUEST No. 0013

TITLE: PR#11 & ASI#8 Floor Box
TO: CITY OF CRETE
243 E 13TH STREET
CRETE, NE 68333

DATE: 6/21/19

JOB: 18088

PROJECT:

Crete Public Library, Community &
Technology Center
1540 Grove Avenue
Crete, NE 68333

ATTN: Tom Ourada

DESCRIPTION: Credit for one floor box on exterior patio per PR#11. ASI#8 added 2 floor boxes.

Response is required within 10 working days to avoid schedule and/or cost implications.

Subcontractors

Plymouth Electric Inc - Credit for 1 floor box	-249.00
Plymouth Electric Inc - Add for 2 floor boxes	498.00

Overhead

Fee 5.00%	12.00
Bond	4.00

TOTAL: 265.00

APPROVAL: By Approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

ACCEPTED:

CITY OF CRETE

SAMPSON CONSTRUCTION CO INC

BAHR VERMEER HAECKER ARCH

By:
Tom Ourada

By:
Joe Nerud

By:
Mike Daily

Date: 6-27-2019

Date: 06/21/2019
73

Date: 06/26/2019

Return Document To: Solheim Law Firm, 1100 Main Avenue, Crete, NE 68333

PERPETUAL ACCESS EASEMENT

The City of Crete, Saline County, Nebraska, a municipal corporation, GRANTOR, in consideration of \$1.00 and other valuable consideration received from Grantees, hereby creates, establishes, grants, and conveys to **David and Karen Hessheimer, a married couple, GRANTEES**, a perpetual access easement for vehicular and pedestrian ingress and egress traffic over and across the following described real estate (defined in Neb. Rev. Stat. § 76-201) in **Saline County**, Nebraska:

Lot 14, Blue Acres Addition to the City of Crete, Saline County, Nebraska;

For the purpose of accessing the Tract described in **Exhibit A**.

This Perpetual Access Easement shall run with the land and shall be binding upon and inure to the benefit and burden of the successors and assigns of the Grantor and Grantees. It is for the benefit of the Tract described in Exhibit A and shall be appurtenant to and run with the property described therein.

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors, or assigns from the use of the premises with respect to the construction and maintenance of improvements adjacent to or over the property so long as the same are so constructed as not to impair the strength or interfere with the intended use of this easement.

Executed this ____ day of _____ 2019

City of Crete, Grantor:

Attest:

By: _____

Dave Bauer, Mayor

Judi Meyer, City Clerk

David and Karen Hessheimer, Grantees:

David Hessheimer

Karen Hessheimer

State of Nebraska)
County of Saline) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **Dave Bauer, Mayor, City of Crete, Nebraska**, Grantor, on behalf of the municipal corporation.

Notary Public

State of Nebraska)
County of Saline) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **David Hessheimer**, Grantee.

Notary Public

State of Nebraska)
County of Saline) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by **Karen Hessheimer**, Grantee.

Notary Public

EXHIBIT A

A tract of land located in the Southeast Quarter of the Northeast Quarter lying South of the existing centerline of the Big Blue River in Section 33, Township 8 North, Range 4 East of the Sixth P.M., Saline County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of said Southeast Quarter Northeast Quarter; Thence N87°45'31"E on the North line of said Southeast Quarter Northeast Quarter, a distance of 255.17 Feet to a point of intersection with the existing centerline of the Big Blue River; Thence Easterly on said existing Centerline Big Blue River as follows: S24°13'28"E 94.03 Feet, S41°01'19"E 238.62 Feet, S59°02'10"E 112.98 Feet, S65°57'15"E 153.11 Feet, S46°57'48"E 196.60 Feet, S28°40'05"E 204.63 Feet, S45°18'52"E 146.93 Feet, S74°40'43"E 61.10 Feet, N75°48'57"E 75.77 Feet, N50°07'56"E 86.88 Feet, N28°48'39"E 117.93 Feet, N00°03'33"W 219.82 Feet, N29°20'04"E 96.36 Feet to a point of intersection with the East line of said Southeast Quarter Northeast Quarter; Thence S02°01'55"E on said East line, a distance of 946.13 Feet to the Southeast Corner of said Southeast Quarter Northeast Quarter; thence S87°53'49"W on the South Line of said Southeast Quarter Northeast Quarter, a distance of 1322.20 Feet to the Southwest Corner of said Southeast Quarter Northeast Quarter; Thence N02°05'37"W on the West line of said Southeast Quarter Northeast Quarter a distance of 1323.02 Feet to the Point of Beginning, containing a computed area of 27.66 acres, more or less.

ORDINANCE NO. 2090

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA, CONVEYING A PERPETUAL ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TRAFFIC OVER AND ACROSS LOT 14, BLUE ACRES ADDITION TO THE CITY OF CRETE, SALINE COUNTY, NEBRASKA; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

WHEREAS, David and Karen Hessheimer are the current owners of a landlocked parcel approximately located in the Southeast Quarter of the Northeast Quarter of Section 33, Township 8 North, Range 4 East along the south bank of the Big Blue River; and,

WHEREAS, the only reasonable means of accessing said parcel is through Lot 14, Blue Acres Addition to the City of Crete, Saline County, Nebraska which is owned by the City of Crete, Nebraska; and,

WHEREAS, the Hessheimers request, by necessity, a perpetual access easement for vehicular and pedestrian ingress and egress traffic over and across the aforementioned City-owned property for themselves and their successors and assigns.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That a Perpetual Access Easement be granted and conveyed to David and Karen Hessheimer for vehicular and pedestrian ingress and egress traffic over and across Lot 14, Blue Acres Addition to the City of Crete, Nebraska, and that said easement shall be appurtenant to and run with the landlocked parcel and shall be binding upon and inure to the benefit and burden of their successors and assigns in interest.

Section 2. That this ordinance shall be published in pamphlet form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND APPROVED this ____ day of _____ 2019.

Mayor

ATTEST:

City Clerk

Project Scope Network Configuration

Background & Project Objective

The City of Crete data network is currently addressed with 192.168.0.0/24. The data subnet is running low on IP space. This project will double the size of the data subnet by changing the subnet to 192.168.0.0/23. There are additional subnets and VLANs for VoIP (192.168.201.0/24), Cameras (192.168.5.0/24) and the SCADA network (192.168.10.0/24) that will not be changed.

Project Engineering

PHASE I – Project Planning

- Kidwell will use a network scanner to create a list of all devices on the data subnet.
- Kidwell will create a MOP (method of procedure) outlining the network changes and testing procedures as well as rollback points. The MOP will be provided and reviewed with the customer before any network changes are made.
- The gateway for the data subnet will remain on the ASA5506 firewall.
- Kidwell will archive the Ethernet switch configurations in .txt format before making changes.
- Kidwell will schedule the change with the customer during after-hours to minimize network downtime.

PHASE II – Network Equipment & Servers

- Kidwell will change the subnet mask on all Ethernet switches and verify that the gateway address is correct.
- Kidwell will change the subnet mask on all Servers and VMWare hosts.
- Kidwell will update the DHCP pool on DC01 & DC02 for the data subnet expanding the DHCP pool. Current DHCP reservations will be maintained.
- Kidwell will change the subnet mask on equipment that has a statically assigned IP address. If Kidwell does not have management access to the device Kidwell will assist the person that has management access with the update (door controllers, building automation equipment, UPS equipment, etc.)

PHASE VII – Documentation

- Kidwell will update the network documentation and diagrams to reflect the new IP subnet.

Acceptance Criteria:

The project will be accepted as complete when the above items in project engineering section are met.

Important Contact Information:

Service Desk: servicedesk@kidwellinc.com – 402.473.7787

Project Manager: Ryan Hagerman – rhagerman@kidwellinc.com – 402.475.9163

Client Service Administrator: TJ Romero – tromero@kidwellinc.com – 402.473.7786

IT Solutions Expert: Steven Bartz – sbartz@kidwellinc.com – 402.817.3472

Additional Notes:

Kidwell does not warrant the functionality of hardware moved.

Troubleshooting ISP/Telco Lines not included.

Work to be done during regular business hours (Monday-Friday 8am – 5pm) unless other arrangements have been made with Kidwell.

All hardware/software will be installed in accordance to the manufacturer's specifications.

Diagnosing existing hardware/software problems not included.

Kidwell does not warrant the functionality of owner's existing hardware or software. Kidwell will work with owner and/or software/hardware provider on T&M basis per owner's request.

Changes to proposed configurations are not included.

All Microsoft software will be installed using Microsoft Best Practices. Additional modifications and configurations are outside of the scope of this project.

Kidwell will provide service to the manufacturer's warranty for 30 days. After 30 days, Kidwell will work with the manufacturer on a T&M basis per owner's request.

Kidwell will warrant the installation per the scope for 30 days from acceptance.

Modifications made by the customer to the original installation will void Kidwell's warranty.

Any custom configurations are outside the scope of this project.



Proposal Terms & Conditions

If Kidwell's proposal is accepted, the following terms and conditions are deemed to be incorporated into the Agreement between Kidwell and the Customer identified on the previous pages:

Payments. All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

Facilities. For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

Disclaimer. The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. Kidwell disclaims all warranties whether express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that the services will meet Customer requirements or expectations; that the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; or that Kidwell will detect or report intrusions or attempted intrusions; or that all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

Employees. Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

Confidentiality. Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

Remedies. The parties shall have the following remedies:

Correction. Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

Performance. If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

Limitation of Liability. Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

Independent Contractor. Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

Security. Customer acknowledges that Kidwell has no responsibility for the security of Customer's systems. Customer shall maintain security measures, procedures and practices to protect its computer systems, networks and data from unauthorized control, tampering, or any other unauthorized access. In the event of a security intrusion, Customer may select an independent security assessor to conduct a review of its security procedures, policies, and systems.

Governing Law. This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

Force Majeure. The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, or any other act or event beyond the control of the affected party.

Entire Agreement. This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.

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