NOTICE TO BIDDERS

City of Council Bluffs
Community Development Department
209 Pearl Street

Bids will be received by the City of Council Bluffs via the electronic submission system at https://cbiabids.ionwave.net/ until 3:00 p.m. on November 10, 2021, for all work set forth in the plans, specifications and proposals for the above mentioned project.

Project: Demolition of 29 South 35th Street, Council Bluffs, IA. See Attachment A for a map depicting the limits of demolition and restoration.

Legal Description: Lots 6, 7, 8 and 9, together with all the vacated North-South alley which abuts Lots 6, 7 and 8 on the East and is 12 feet in width, all in Block 14, Ferry Addition and that part of the vacated alley described as follows: Commencing at the Northeast corner of Lot 9, Block 14, Ferry Addtion which is the point of beginning; thence North 10 feet, thence West 50 feet, thence South 45.2 feet, thence East 6 feet, thence North 35.2 feet, thence East to the point of beginning.

Bidding documents, including construction drawings, are placed on the City's bidding system IonWave. Printed copies can be obtained by request only.

Major items of work for this project includes the demolition, clearing, grading, removal of structures and improvements, restoration and seeding of the property located at 29 South 35th Street in accordance with the construction plans set out in Attachment C and include the following:

1. All removals specified in the demolition plan shall be conducted to meet the minimum requirements of Division 11 Section 1110 of the Iowa Sudas Standard Specifications.
2. All asbestos materials and other hazardous waste materials within the demolition limits shall be removed and disposed of in accordance with local, state and federal regulations to strictest standard. Asbestos containing materials shall be addressed prior to demolition of the property. See Attachment D for a copy of the Asbestos Report. If asbestos materials and other hazardous waste materials are found during demolition, then they shall be removed and disposed of in accordance with local, state and federal regulations to strictest standard. A copy of the asbestos abatement notice is required from a licensed asbestos abatement contractor as part of the demolition permit application process from the City. In accordance with State of Iowa Code 88B the prime contractor shall be a licensed abatement contractor with the State of Iowa in order to bid the work or designate a licensed subcontractor in the proposal. The proposal shall include a copy of the prime contractor's or designated subcontractor's state abatement license in order to be considered responsive.
3. Associated work shall include placement of clean compacted fill on excavation areas, security, traffic control, and erosion control in accordance with the 29 South 35th Street Demolition Project set out in Attachment C. Stabilized construction entrances will be required and silt fence shall be constructed to stop any sediment from leaving the site. Existing inlets shall be protected. Any track out from the sites on the City streets shall be removed on a daily basis.
4. Upon completion of all fill activities the site(s) shall be graded, seeded and mulched in accordance with the construction plans set out in Attachment C.
5. The relocation of structures or accessory structures on the site is prohibited, unless otherwise agreed to prior to the execution of a 'Notice to Proceed'.
6. All demolition materials shall be disposed of in accordance with all federal, state and local regulation requirements, or ordinances to the strictest standard, a licensed demolition or sanitary landfill facility.

Mandatory Pre-Bid Meeting: October 27, 2021 at 9:30 a.m. a mandatory pre-bid walk-through of the building will be held on site. Please bring a flashlight. Hardhats are recommended.

Sealed Bids Due: November 10, 2021 at 10:00 a.m. via IonWave.

Award Date: The anticipated award date is on or before November 22, 2021.

Notice to Proceed: No work shall commence prior to receipt of a written 'Notice to Proceed'. Issuance is anticipated to be granted on or before December 1, 2021.

Security: The Contractor shall take all necessary steps to secure the site in a manner to prevent access by the general public.

Debris Monitoring: N/A

Project completion: The work under the proposed contract shall be completed as detailed in the Notice to Bidders and in accordance with the construction plans set out in Attachment C. All demolition work is to be completed on or before March 31, 2022.

Additional Requirements:

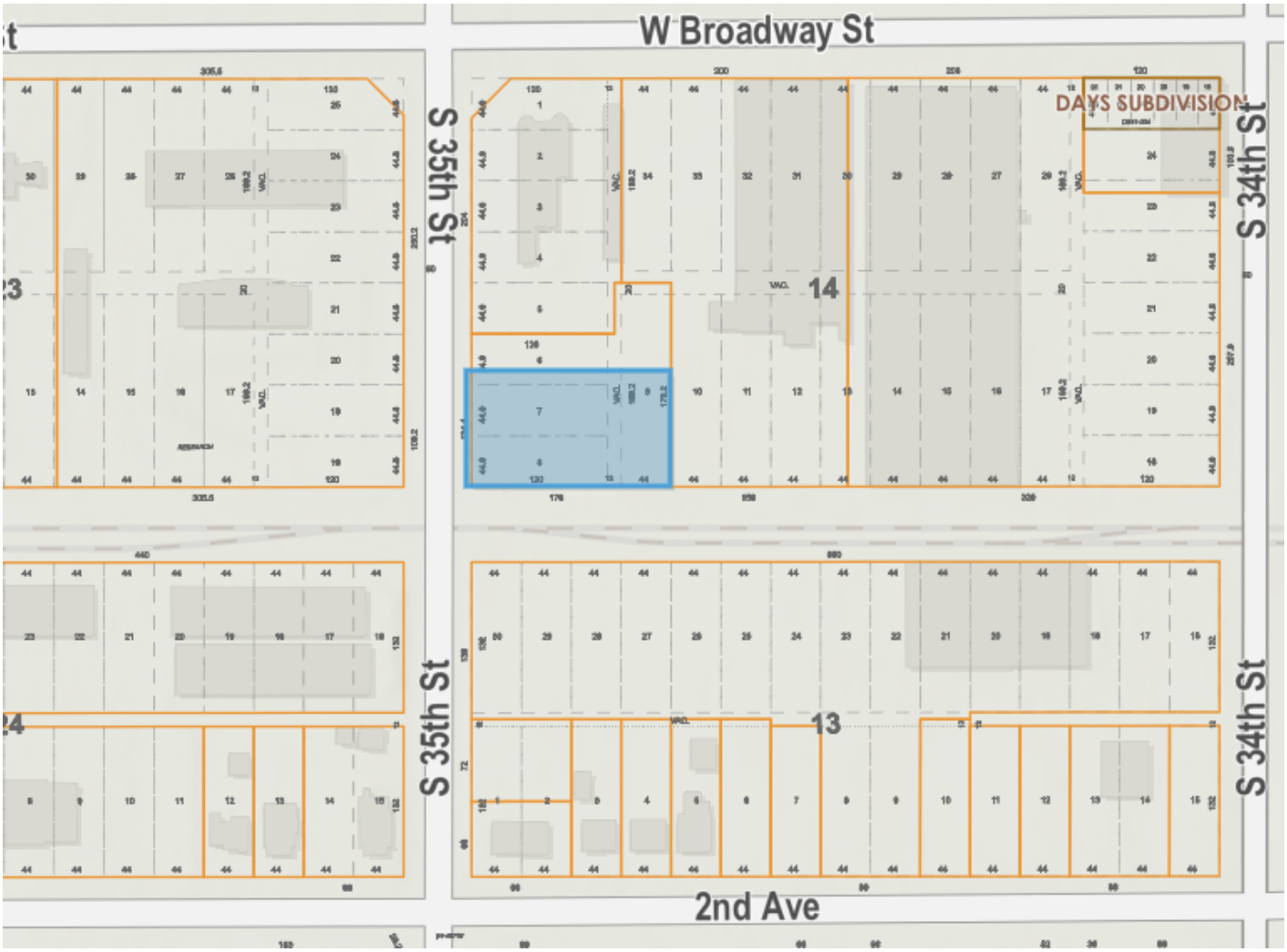
1. Contractor is responsible for obtaining all required City permits, including a demolition permit, and utility disconnects. A copy of the asbestos abatement notice is required from the licensed asbestos abatement contractor in order to obtain a demolition permit from the City. The contractor shall pay all fees associated with the demolition permit and utility service disconnections, if applicable.
2. Contractor shall supply the City's Public Works Department (Tim Stueve) with coordinates of the location of any capped or plugged City infrastructure (i.e. sanitary sewer service, etc.)
3. Contractor shall inform the local Iowa Department of Transportation (IDOT) office of the project and obtain any permits that may be deemed necessary.
4. In accordance with Municipal Code Chapter 13.07, the prime contractor shall be a licensed General Building or Demolition contractor with the City of Council Bluffs, Iowa in order to be awarded this contract. These licenses are obtained by proof of passing the approved exam and payment of appropriate fees.
5. Each bidder's proposal shall be submitted on the Bidder's Proposal form included in this packet and must include a list of at least three (3) projects completed in the last five (5) years. These projects shall be similar in contract amount and scope of work to the proposed project. Bidders shall also submit with their bid the phone numbers and the names of contact persons for each of the similar projects listed. Must manually sign the Proposal for the bid to be considered complete and valid. See Attachment E.
6. Each proposal shall be accompanied by a certified check, bid bond by a surety company registered to do business in the State of Iowa, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States in the amount of ten percent (10%) of the total bid price and made payable to the City of Council Bluffs.
7. The bidder shall agree to the Policy Statement and Non-Discrimination in Employment Clause and must manually sign the Title VI & EEO Certificate of Compliance, after printing, for the bid to be considered complete and valid. See Attachment F.
8. Progress payments will be made monthly based on project completion.
9. The City reserves the right to reject or accept any or all bids and waive any irregularities in the interest of the City.
10. All demolition and debris removal may be supervised by a demolition supervisor retained by the City. Load and dump tickets of material removed from the site will be required.

Please contact Courtney Harter, Community Development Project Coordinator at charter@councilbluffs-ia.gov or by phone at 712-890-5354 with any questions.

ATTACHMENT A

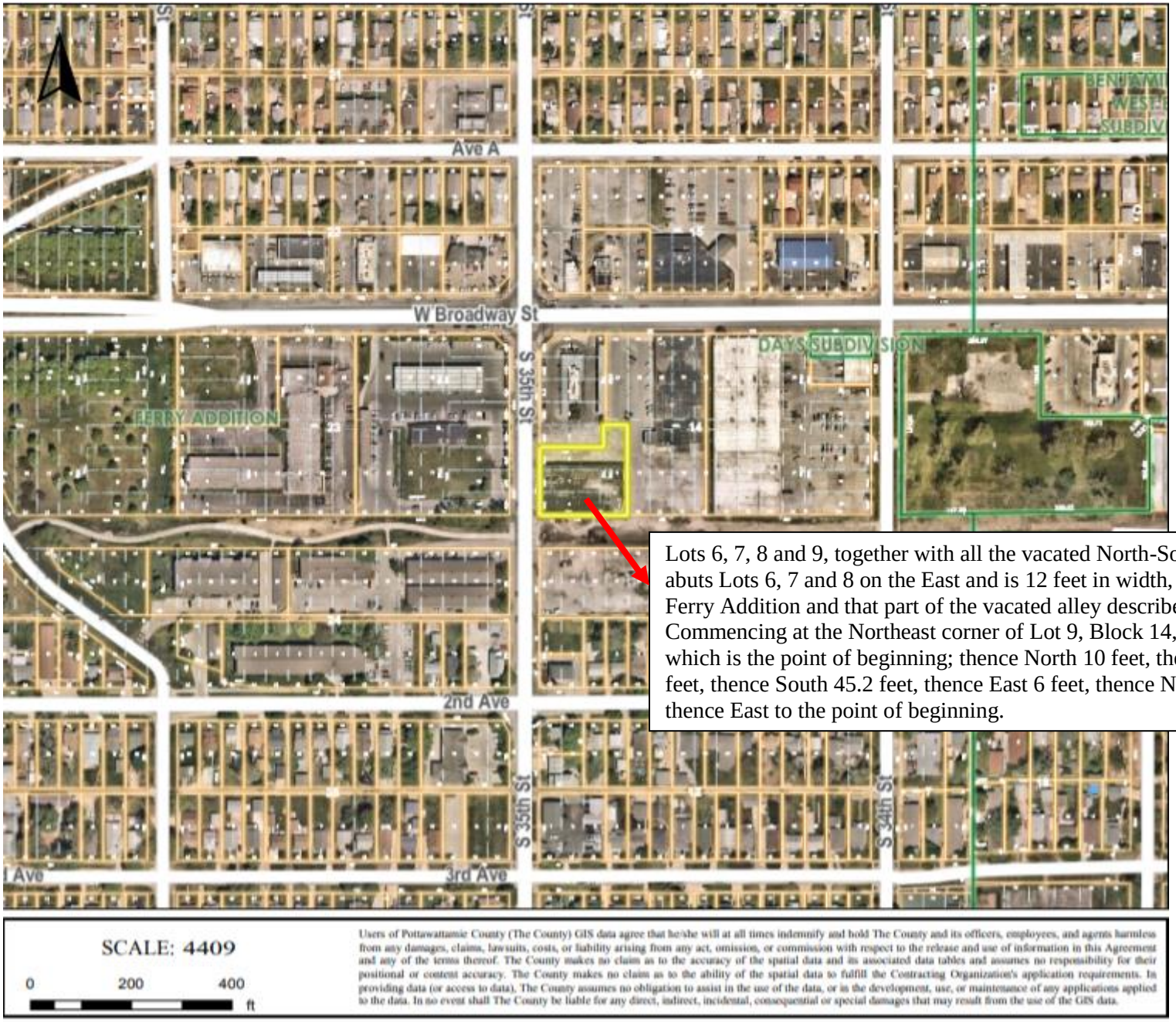
Map Depicting Limits of Demolition

29 South 35th Street, Council Bluffs, IA



ATTACHMENT B

Legal Description



Lots 6, 7, 8 and 9, together with all the vacated North-South alley which abuts Lots 6, 7 and 8 on the East and is 12 feet in width, all in Block 14, Ferry Addition and that part of the vacated alley described as follows: Commencing at the Northeast corner of Lot 9, Block 14, Ferry Addtion which is the point of beginning; thence North 10 feet, thence West 50 feet, thence South 45.2 feet, thence East 6 feet, thence North 35.2 feet, thence East to the point of beginning.

Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.

ATTACHMENT C

Construction Plans

29 S 35th Street, Council Bluffs, IA

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V:\Ref\Library\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\pstb.tbl
Snyder
1x0
9/17/2021
8:24:35 AM
bjohnston
V:\Projects\2021\12.0646.00\CADD\210464_Title Sheet.dgn

CONSTRUCTION PLANS

FOR

29 SOUTH 35TH STREET BUILDING DEMOLITION

COUNCIL BLUFFS, IOWA

GENERAL DEMOLITION & RESTORATION NOTES

1. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2021), AND THE CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS (2021) SHALL APPLY TO THIS PROJECT. THE SPECIFICATIONS CAN BE VIEWED AT WWW.IOWASUDAS.ORG AND WWW.COUNCILBLUFFS-IA.GOV.

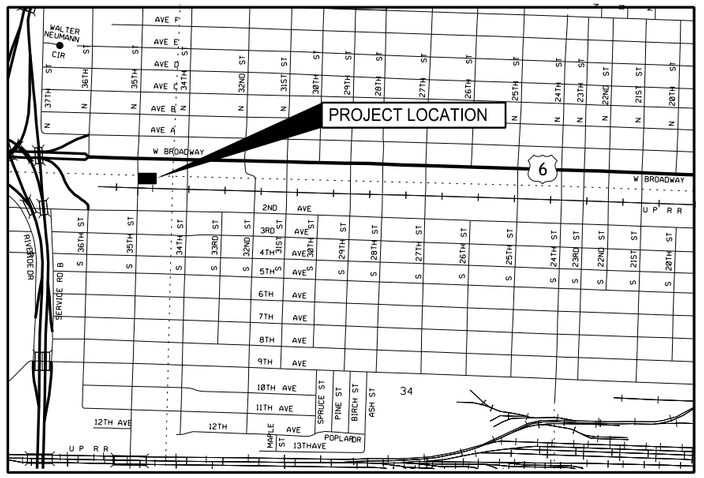
2. THE CONTRACTOR SHALL ACCESS THE SITE VIA 35TH STREET.

3. UTILITY FACILITIES SHOWN ARE FROM LOCATES OR RECORDS PROVIDED BY OTHERS, AND SHALL BE CONSIDERED APPROXIMATE. OTHER UTILITIES MAY EXIST (EITHER IN SERVICE OR ABANDONED) AND THEIR LOCATION MAY NOT BE PRESENTLY KNOWN OR IDENTIFIED ON THE PLANS. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE CONTRACTOR SHALL NOTIFY THE IOWA ONE-CALL SYSTEM AT 1-800-292-8989 TO IDENTIFY THE LOCATION OF ALL UNDERGROUND UTILITY FACILITIES WITHIN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL PUBLIC AND PRIVATE UTILITY FACILITIES LOCATED WITHIN THE CONSTRUCTION AREA TO AVOID DAMAGE IN ACCORDANCE WITH SECTION 480.4, CODE OF IOWA. DAMAGE TO UTILITIES DUE TO THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED OR REPLACED WITHOUT COST TO THE OWNER OR ENGINEER. WHERE EXISTING UTILITY FACILITIES ARE SHOWN IN THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTILITIES AND CONDUCTING WORK NEAR UTILITY FACILITIES REQUIRED BY SECTION 480.4, CODE OF IOWA. THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANIES IN THEIR ADJUSTMENT OPERATIONS SO THAT THESE OPERATIONS MAY PROGRESS, THE DUPLICATION OF ADJUSTMENT WORK MAY BE REDUCED, AND THAT SERVICES RENDERED BY THOSE PARTIES WILL NOT BE INTERRUPTED. THE CONTRACTOR SHALL REVIEW ALL UTILITIES SHOWN IN THE PLANS AND COORDINATE WITH ALL UTILITY COMPANIES NECESSARY TO SCHEDULE WORK FOR ALL KNOWN AND POTENTIAL CONFLICTS. THE CONTRACTOR SHALL BE AWARE THAT UTILITY SERVICES ARE NOT ROUTINELY LOCATED OR SHOWN ON THE PLANS, HOWEVER MAY BE A CONFLICT WITH THE WORK PERFORMED. DELAYS, INCONVENIENCE, OR DAMAGE CLAIMED BY THE CONTRACTOR DUE TO ANY INTERFERENCE OF UTILITIES SHOWN IN THE PLANS OR SERVICES SHALL NOT BE CONSIDERED A CIRCUMSTANCE FOR ADDITIONAL TIME OR COMPENSATION.

4. THE CONTRACTOR SHALL KEEP SANITARY SEWER AND STORM SEWER LINES AND STRUCTURES CLEAN AND FREE OF DEBRIS THAT IS A RESULT OF CONSTRUCTION OPERATIONS. ANY CLEANING AND REMOVAL OF DEBRIS THAT ENTERS AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE COMPLETED AT THE EXPENSE OF THE CONTRACTOR.

5. THE CONTRACTOR SHALL MAKE ACCESS AVAILABLE TO ADJACENT PROPERTIES IN CASE OF EMERGENCIES. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER (712-890-5296), 24 HOURS PRIOR TO CLOSING AND/OR OPENING ANY LANES TO TRAFFIC. THE CONTRACTOR SHALL ADEQUATELY BARRICADE CLOSED LANES DURING DEMOLITION TO INSURE PUBLIC SAFETY. ALL TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.

6. REMOVAL OF EXISTING CITY SIGNS AS NECESSARY SHALL BE INCIDENTAL TO THE PROJECT UNLESS SPECIFIED OTHERWISE. ALL SIGNS SHALL BE REMOVED WITHOUT DAMAGE TO THE SIGNS. ANY DAMAGE TO SIGN(S) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO REPLACE IN KIND AND\OR COMPENSATE THE CITY FOR DAMAGED SIGN(S).



VICINITY MAP

NOT TO SCALE

7. ALL SOLID WASTE AND EXCESS EXCAVATION FROM DEMOLITION SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. ALL REMOVED ITEMS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF SITE AND SHALL NOT BE INCORPORATED INTO THE WORK. PRIOR TO THE COMMENCEMENT OF REMOVALS, THE CONTRACTOR SHALL PROVIDE THE OWNER OR OWNER'S REPRESENTATIVE DOCUMENTATION OF THEIR CERTIFIED DISPOSAL SITE(S) FOR ALL ITEMS TO BE REMOVED FROM THE PROJECT.

8. THE CONTRACTOR SHALL CONTROL CONSTRUCTION DEBRIS AND HAZARDOUS WASTE SPILLS. THE CONTRACTOR SHALL CLEAN-UP AND DISPOSE OF ALL WASTE PROPERLY OFF-SITE AT AN APPROVED DISPOSAL FACILITY. NO CONSTRUCTION MATERIAL WASTES OR UNUSED MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED WITHIN THE PROJECT LIMITS.

9. THE CONTRACTOR SHALL TAKE STEPS TO CONTROL SOIL EROSION AND FUGITIVE DUST DURING DEMOLITION. IF NECESSARY, HAY BALES, CHECK DAMS, SEDIMENT TRAPS OR WATTLES SHALL BE USED TO RETAIN SILT AND PREVENT SILT FROM LEAVING THE PROJECT SITE ONTO ADJACENT ROADWAYS.

10. THE OWNER MAY CHARGE THE CONTRACTOR ACTUAL DAMAGES FOR FAILURE OF THE CONTRACTOR TO COMPLY WITH ANY PART OF THE CONTRACT, INCLUDING INCIDENTAL PROJECT REQUIREMENTS, FOR WHICH THE OWNER INCURS COSTS TO REMEDY. THE OWNER MAY CHARGE UP TO THE ACTUAL COST INCURRED BY THE OWNER FOR SUCH DAMAGES. THE OWNER MAY DEDUCT AMOUNTS FOR DAMAGES FROM PAYMENTS DUE TO THE CONTRACTOR.

11. BUILDINGS CALLED TO BE DEMOLISHED MUST BE DEMOLISHED. NONE SHALL BE RELOCATED.

INDEX OF SHEETS

1. TITLE SHEET
2. DEMOLITION PLAN
3. DETAILS

LEGAL DESCRIPTION

FERRY ADDITION LOTS 6 THROUGH 9 IN BLOCK 14 AND ALL VACATED ALLEY ADJACENT LOTS 6 THROUGH 8 AND POINT VACATED ALLEY ADJACENT LOT 9 COMMENCING NORTHEAST CORNER LOT 9 THENCE N10' W50' S45.2' E6' N35.2'E TO POINT OF BEGINNING IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

IOWA ONE CALL
1-800-292-8989 | 811
www.iowaonecall.com

ISSUE DATE: 09-17-2021

LICENSED PROFESSIONAL ENGINEER
BARBARA J. JOHNSTON
P25171
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Barbara J. Johnston, P.E. Date

License Number P25171

My License Renewal Date Is December 31, 2022

Pages or sheets covered by this seal:

MARK	REVISION	DATE	BY
Engineer:	BJJ	Checked By:	BJJ
Technician:	EVJ	Date:	06/16/21

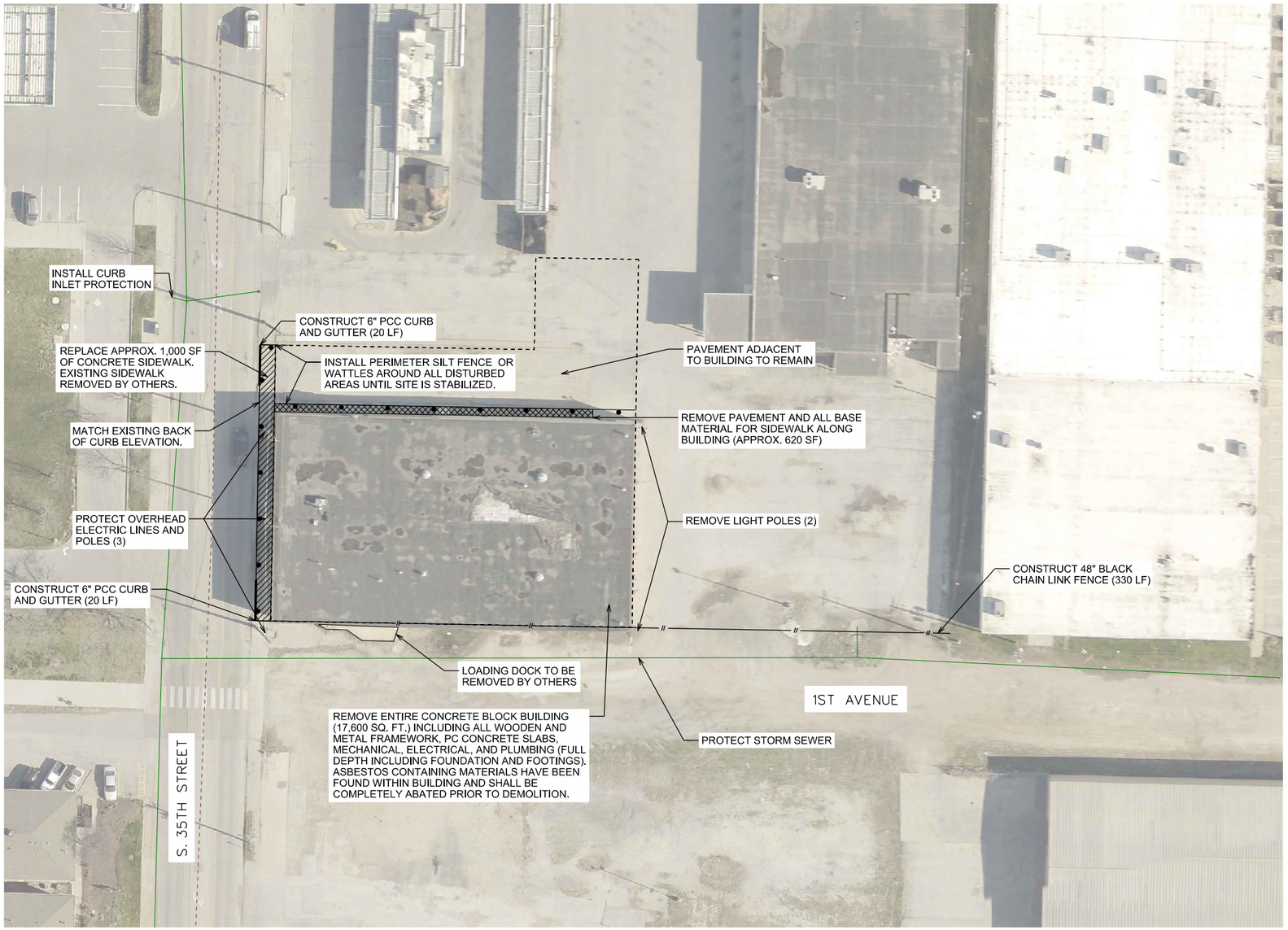
Scale: 1"= NTS
Field Bk: Pg:
Project No: 1210646
Sheet 1 of 3

29 SOUTH 35TH STREET BUILDING DEMOLITION
COUNCIL BLUFFS, IOWA
TITLE SHEET

SNYDER & ASSOCIATES, INC.
1751 MADISON AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210646
Sheet 1 of 3



LEGEND

- PROPERTY BOUNDARY
- SANITARY SEWER LINE
- STORM SEWER LINE
- SILT FENCE

NOTES:

1. CONTRACTOR SHALL ESTABLISH PERIMETER SECURITY FENCE AROUND PROPERTY PRIOR TO CONSTRUCTION.
2. ALL UTILITIES SERVICING THE BUILDING HAVE BEEN DISCONNECTED. CONTRACTOR SHALL STUB EXISTING UTILITIES BENEATH BUILDING.
3. ALL UTILITIES IN PUBLIC RIGHT OF WAY SHALL BE PROTECTED.
4. PAVEMENT FOR SIDEWALK SHALL CONFORM TO SUDAS SECTION 7030. SEE SHEET 3 FOR JOINTING DETAILS.
5. REMOVE ANY TRACKED SEDIMENT FROM STREET DAILY. CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING AND KEEP SITE GENERALLY CLEAR OF TRASH AND DEBRIS.
6. ALL DISTURBED AREAS SHALL BE SEEDED AND FERTILIZED FOLLOWING CONSTRUCTION. FINAL GRADED AREA SHALL INCLUDE 4-6 INCHES OF TOPSOIL AT A COMPACTION AMENABLE TO SEEDING. SEEDING SHALL BE CLASS U2.

N

0 30
SCALE (FEET)

MARK	REVISION	DATE	BY
Engineer: BJJ	Checked By: BJJ	Scale: 1"= 30'	
Technician: EVJ	Date: 06/16/21	Field Bk:	Pg:

Project No: 1210646

Sheet 2 of 3

29 SOUTH 35TH STREET BUILDING DEMOLITION

DEMOLITION PLAN

COUNCIL BLUFFS, IOWA

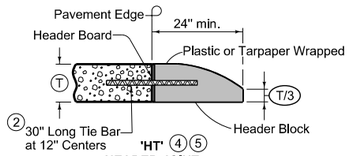
SNYDER & ASSOCIATES, INC.
1751 MADISON AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

SNYDER & ASSOCIATES

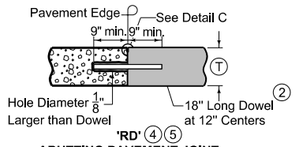
Project No: 1210646

Sheet 2 of 3

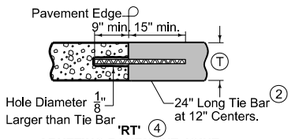
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bjohnston
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9:45:40 AM
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HEADER JOINT
(End Rigid Pavement)

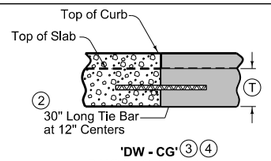


ABUTTING PAVEMENT JOINT



ABUTTING PAVEMENT JOINT
RIGID TIE

1. See dowel assemblies for fabrication details.
2. See Bar Size Table.
3. Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
4. Place bars within the limits shown under dowel assemblies.
5. Edge with 1/8 Inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
6. Unless otherwise specified, use 'CD' transverse contraction joints in mainline pavement when (T) is greater or equal to 8 inches. Use 'C' joints when (T) is less than 8 inches.
7. 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.



DAY'S WORK JOINT
CURB AND GUTTER UNIT

REVISION		
10	04-21-20	
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
		SHEET 1 of 8

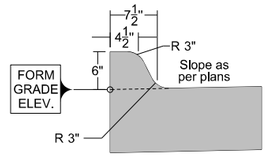
REVISED 2/3/15 'Dowel Assemblies on Sheets 6 and 7' to eliminate reference to 14" plates not used.

SUDAS DIRECTOR | DESIGN METHODS ENGINEER

JOINTS

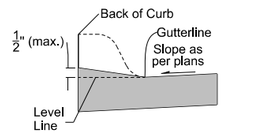
LEGEND
Existing Pavement
Proposed Pavement

TRANSVERSE CONTRACTION

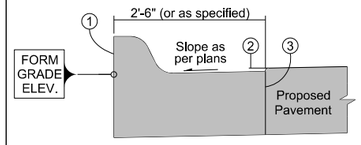


6" STANDARD CURB

1. 6" Standard Curb, 6" Sloped Curb, or 4" Sloped Curb as specified.
2. 1/8" if Proposed Pavement is HMA. No elevation difference if Proposed Pavement is PCC.
3. 'BT' , 'KT', or 'L' joint if Proposed Pavement is PCC. 'B' joint if Proposed Pavement is HMA.



DROP CURB AT SIDEWALK



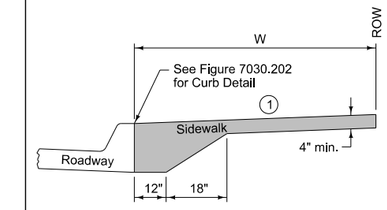
CURB AND GUTTER UNIT

REVISION		
5	04-21-20	
FIGURE 7010.102	STANDARD ROAD PLAN	PV-102
		SHEET 1 of 2

REVISED 2/3/15 'DROP CURB detail into two details. Added new circle note 4 on Sheet 1. Renumbered circle note on Sheet 5.

SUDAS DIRECTOR | DESIGN METHODS ENGINEER

PCC CURB DETAILS



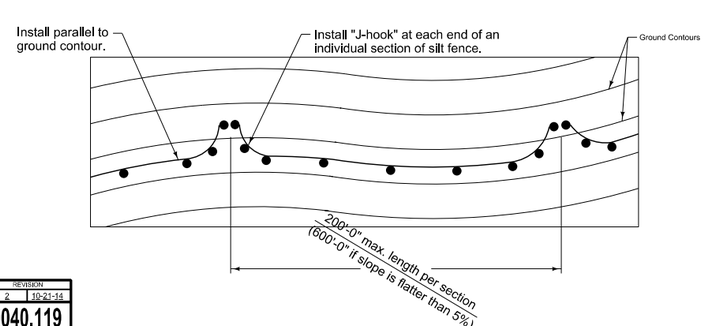
CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)

1. Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).

W = Sidewalk width as specified in the contract documents.

REVISION		
2	10-20-15	
7030.201		
SHEET 1 of 1		

CLASSES OF SIDEWALKS



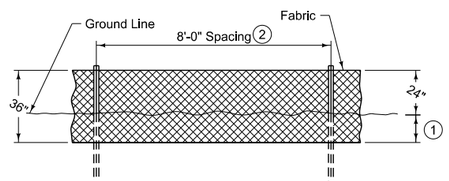
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Plan View)

REVISION		
2	10-21-14	
9040.119		
SHEET 2 of 2		

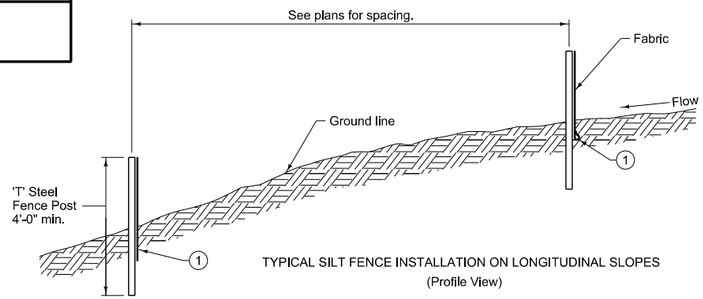
SILT FENCE

REVISION		
2	10-21-14	
9040.119		
SHEET 1 of 2		

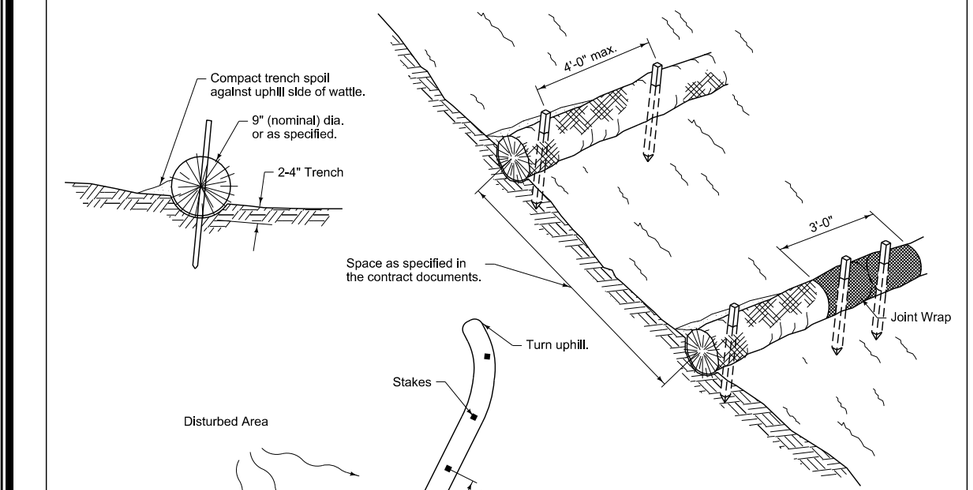
SILT FENCE



DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES



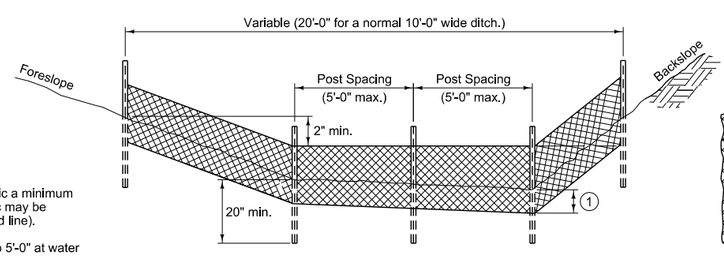
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Profile View)



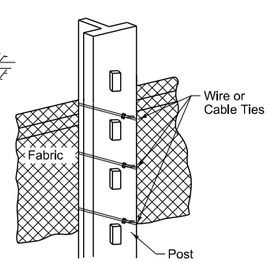
REVISION		
2	10-21-14	
9040.105		
SHEET 1 of 1		

WATTLE

1. Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
2. Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.



TYPICAL SILT FENCE DITCH CHECK



ATTACHMENT TO POST

MARK	REVISION	DATE	BY
Engineer:	BJJ	Scale:	1"=NTS
Checked By:	BJJ	Field Bk:	
Date:	06/16/21	Pg:	
Tech/Estim:	EVJ	Project No:	1210646

Sheet 3 of 3

29 SOUTH 35TH STREET BUILDING DEMOLITION

DETAILS

COUNCIL BLUFFS, IOWA

SNYDER & ASSOCIATES, INC.
1751 MADISON AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 1210646

Sheet 3 of 3

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Snyder 120
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bjohnson
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ATTACHMENT D

Asbestos Report

29 S 35th Street, Council Bluffs, IA

ASBESTOS CONTAINING MATERIALS INSPECTION



Commercial Property
29 South 35th Street
Council Bluffs, Iowa 51501

Prepared for:

City of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa 51501

Prepared by:

9550 Hickman Road, Suite 105
Clive, Iowa 50325

August 26, 2021

ASBESTOS CONTAINING MATERIALS INSPECTION

Commercial Property
29 South 35th Street
Council Bluff, Iowa51501

Inspected and Prepared by:



Dakota Wenzel
Environmental Specialist I
Iowa Certified Asbestos Inspector: 21-6687I

Reviewed by:



Jon Reis
Project Manager
Iowa Certified Asbestos Inspector: 20-5149I

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1.0 EXECUTIVE SUMMARY

Impact7G, Inc. (Impact7G), completed an Asbestos Containing Materials (ACM) Inspection on July 15 and 27 and August 20, 2021 of the existing building located at 29 South 35th Street, Council Bluffs, Iowa 51501 (Property). The purpose of this ACM Inspection is to document the presence of asbestos containing materials and assist City of Council Bluffs (Client) in facilitating demolition activities of the building.

Asbestos was detected in seven (7) of the thirty-two (32) samples collected from various building components within the Property's interior and exterior. See Table 1 for additional information. ACMs include:

- Floor Tile
- Ceiling Texture(s)
- Drywall Compound
- Caulking
- Window Caulk

All building materials similar in appearance, color, and/or texture to those determined to contain asbestos must be assumed to contain asbestos throughout this building.

Based on these results, the Property requires further action prior to any renovation or demolition activities.

2.0 INTRODUCTION

A. Property Information

Location:

Commercial Property
29 South 35th Street
Council Bluffs, Iowa 51501

Contact Person:

City of Council Bluffs
Dessie Redmond
209 Pearl Street
Council Bluffs, Iowa 51501

B. Personnel

Sr. Manager: Jon Reis	State of Iowa License	20-5149I
Inspector: Dakota Wenzel	State of Iowa License	21-6687I

C. Sampling Plan

According to the Client, the scope of this ACM Inspection includes the entire Property.

This ACM Inspection is in accordance with OSHA Regulation 1926.1101. All samples collected in the field were sent to EMSL, an NVLAP certified laboratory, for analysis. The samples were analyzed via the polarized light microscopy (PLM) method for asbestos content. If requested by Client, samples were further analyzed via the transmission electron microscopy (TEM) method or PLM 400 Point Count analysis method.

D. Regulation Review

The U.S. EPA qualifies asbestos containing materials (ACM) as materials with an asbestos content greater than 1%. According to Iowa OSHA, ACM is any material found to contain asbestos, regardless of its concentration, and shall be regulated as hazardous waste. The following definitions are taken from Section 61.141 of Subpart M, Part 61 of Title 40: Protection of Environment of the Code of Federal Regulations (CFR).

- "Category I nonfriable asbestos-containing material (ACM)" is defined as asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy (PLM).
- "Category II nonfriable ACM" is defined as any material, excluding Category I nonfriable ACM, containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that, when dry, ***cannot*** be crumbled, pulverized, or reduced to powder by hand pressure.
- "Friable asbestos material" is defined as any material containing more than 1% asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, PLM that when dry, ***can*** be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10% as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.

3.0 PROPERTY DESCRIPTION

The Property consists of a 16,700 square foot two-story building constructed in 1958.

4.0 INSPECTION LIMITATIONS

An Inspection limitation, for the purpose of this report, is any action or task that is limited from the original scope work. The overall reason for any limitation is the protection of Impact7G personnel. Examples of limitations can range from a lack of accessibility to an area of the Property, unsafe work areas, collecting additional samples, etc. The following limitations were encountered during this ACM Inspection.

- Due to the physical condition of the roof, Impact7G was unable to access the entire roof.

There were no additional limitations encountered during this ACM Inspection.

5.0 INSPECTION ACTIVITIES

Iowa certified asbestos inspectors from Impact7G collected 32 samples on July 15 and 27 and August 20, 2021. The samples were collected from various accessible building components located throughout the building. Upon completion of bulk sampling activities, samples were sent to EMSL, an NVLAP certified laboratory, for analysis.

Materials that are “suspected” to contain asbestos are divided into the following three categories:

1. **Surfacing materials** are materials that are sprayed or troweled on for acoustical, decorative, or fireproofing purposes. Examples are textured ceilings or drywall, exterior stucco and structural steel fireproofing;

2. **Thermal System Insulation (TSI)** is insulation used to inhibit heat transfer from pipes, boilers, tanks, ducts, and various other components of hot and cold-water systems and HVAC systems. Examples are hard cementatious “mud” type insulation on pipes, boilers and flues; and,

3. **Miscellaneous** materials are mostly non-friable products and materials such as floor tile, drywall, ceiling tile and roofing felt.

The following tables show samples positively identified by the laboratory to be asbestos containing materials (ACM) and samples that were analyzed as non-ACM. The complete analytical results can be found in Appendix B.

Table 1 – Asbestos Containing Materials Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content	Est. Quantity
21DW071506	Floor Tile	Misc	N	Green	1st	Offices Throughout	3% Chrysotile	1000 SF
21DW071508 AB	Ceiling Texture	Surf	Y	White	1st	Offices Throughout	2% Chrysotile <1% Actinolite	1000 SF
21DW071508 C	Ceiling Texture	Surf	Y	White	1st	Offices Throughout	5% Chrysotile <1% Actinolite	See Above
21DW071513 – Joint Compound	Drywall Compound	Misc	N	White	1st	Offices, Bathroom, and Hallway	<1% Chrysotile	800 SF
21DW071514	Caulking	Misc	N	White	Exterior	Door Frames	2% Chrysotile	100 SF
21DW071515	Window Caulk	Misc	N	White	Exterior	Window Caulk	2% Chrysotile	200 SF

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous / **Est. Quantity** – SF=Square foot, LF=Linear foot, EA=Each

Asbestos Containing Material (ACM) is defined as any material containing more than one percent (1%) asbestos. Although building materials containing less than <1% asbestos are not classified ACM by the EPA, they may still be regulated as asbestos by Iowa OSHA and should be treated as such. Six (6) bulk material samples were analyzed greater than 1%. One (1) building material sample was detected with a concentration of <1%. ACMs include floor tile, ceiling texture(s), drywall compound, caulking, and window caulk. If during demolition or renovation activities additional areas of identified ACM are discovered, they should be abated accordingly. Laboratory analytical reports are provided in Appendix B.

It is important to note that these are estimated quantities; therefore, the abatement contractors and the client representative should discern between the estimated quantity above and future exploration of the property at the pre-bid walk-through to determine the final quantity during abatement procedures.

Table 2 – Non-Asbestos Containing Material Sample List

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
21DW071501	12”x12” Floor Tile	Misc	N	Cream	1st	Throughout Building	ND
21DW071502	12”x12” Floor Tile Adhesive	Misc	N	Yellow	1st	Throughout Building	ND
21DW071503	Cove Base	Misc	N	Gray	1st	Throughout Building	ND
21DW071504	Cove Base Adhesive	Misc	N	Brown/Tan	1st	Throughout Building	ND
21DW071505	Carpet Adhesive	Misc	N	Yellow	1st	Office Area	ND
21DW071507	Floor Tile Mastic	Misc	N	Black	1st	Office Area	ND
21DW071509 – Ceramic Tile	Grout	Misc	N	Gray	1st	Restrooms	ND
21DW071509 - Grout	Grout	Misc	N	Brown	1st	Restrooms	ND
21DW071509 - Mortar	Grout	Misc	N	Gray	1st	Restrooms	ND
21DW071510	Countertop	Misc	N	Gray	1st	Shop Area	ND
21DW071511	Countertop Adhesive	Misc	N	Yellow	1st	Shop Area	ND
21DW071512	Drywall	Misc	Y	White	1st	Restroom and Hallway	ND
21DW071513 - Drywall	Drywall Compound	Misc	N	White	1st	Offices Bathroom and Hallway	ND
21DW071513 - Tape	Drywall Compound	Misc	N	White	1st	Offices Bathroom and Hallway	ND
21DW071516	Caulking	Misc	N	White	Exterior	Eastside Door	ND
21DW071517	Caulk	Misc	N	White	Exterior	Around Building on Concrete	ND
21DW071518	Ceiling Tile	Misc	Y	White	Exterior	Throughout Building	ND
21DW071519	Countertop	Misc	N	Black/Silver	2nd	Office on Second Floor	ND
21DW071520	Countertop Adhesive	Misc	N	Tan	2nd	Office on Second Floor	ND
21DW071521	Membrane	Misc	N	Black	Roof	Roof Throughout	ND
21DW071522	Tar	Misc	N	Black	Roof	Roof Throughout	ND
21DW071523	Fiber Board	Misc	N	Brown	Roof	Roof Throughout	ND
21DW071524	Foam	Misc	N	Yellow	Roof	Roof Throughout	ND

Sample #	Material Substance	Material Type (Surf/TSI/Misc)	Friable (Y or N)	Color	Floor	Location	Asbestos Content
21DW071525	Tar	Misc	N	Gray	Roof	Around Metal Pipes	ND
21DW071526	Caulk	Misc	N	Gray	Roof	Seams Around roof	ND

Material Type – Surf=Surfacing, TSI=Thermal System Insulation, Misc=Miscellaneous **/ Asbestos Content** – ND=None Detected

6.0 CONCLUSIONS / RECOMMENDATIONS

The following conclusions and recommendations are summarized as follows:

- Asbestos was detected in seven (7) of the bulk material samples collected from the building located at 29 South 35th Street, Council Bluffs, Iowa 51501. ACMs include floor tile, ceiling texture(s), drywall compound, caulking, and window caulk. Based on the results of the data collected during the assessment, the building requires further action prior to demolition or renovation.

Impact7G recommends the abatement of all ACM containing components located within the inspection area if those building materials are to be disturbed during any future renovation/demolition activities. All abatement work shall be completed in accordance with local, state, and federal regulations. A visual inspection is recommended upon completion of abatement work to document that all ACMs within the scope of abatement have been removed.

7.0 CONDITIONS & LIMITATIONS

The Iowa Department of Natural Resources' (IDNR) Air Quality Bureau and Occupational Safety and Health Bureau (OSHA) of the Iowa Division of Labor Services require notification of any renovation/demolition activities in non-residential projects if the combined regulated ACM meets or exceeds any of the following thresholds: 160 square feet of surfacing ACM, 260 linear feet of TSI, or 35 cubic feet of ACM debris.

Impact7G has performed the tasks contained within this report in a thorough and professional manner consistent with commonly accepted standard industry practices. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the property. Impact7G cannot guarantee, and does not warrant, that this report has identified all adverse environmental factors and/or conditions affecting the subject property. This report is not a bidding document or project specification as it does not contain the necessary components. Impact7G cannot warrant the work of any third party that may have aided in the completion of this report. This report has been prepared on behalf of and exclusively for use by the City of Council Bluffs for specific application to their project as discussed. Contractors, consultants or other third parties reviewing this report must draw their own conclusions regarding data contained within the report, further investigation or required remediation.

APPENDIX A

Qualifications

Certificate of Completion

DAKOTA WENZEL

DOB: 10-07-1993

Issued: 05-12-2021



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
SUPERVISOR	21-6283	03-05-2022
INSPECTOR	21-6687	07-09-2022

DIVISION OF IOWA LABOR
Asbestos

Rod A. Roberts
Rod A. Roberts
Labor Commissioner

Impact7G, Inc.

certifies that

Dakota Wenzel

has successfully completed and passed the associated examination for the

Asbestos Inspector Annual Review

course accredited by the State of Missouri and conducted in accordance with the requirements of 40 CFR 763. The person receiving this certificate has completed the required training for asbestos certification under TSCA Title II.

IMPACT7G

Course Date: July 9, 2021
Examination Date: July 9, 2021
Expiration Date: July 9, 2022
Course Location: 9550 Hickman Road, Suite 105, Clive, Iowa
Certificate Number: 070921-INR-04

Director of Training
9550 Hickman Road, Suite 105
Clive, IA 50325
515-473-6256

JONATHAN REIS

DOB: 02-13-1984

Issued: 10-10-2020



This person is licensed to perform asbestos work in the State of Iowa. ID card is intended for official use only and must be present on jobsite.

License Type	Number	Expires
INSPECTOR	20-5149	07-24-2021
PROJECT DESIGNER	21-5976	03-02-2022

DIVISION OF IOWA LABOR

Asbestos

Rod A. Roberts

Rod A. Roberts
Labor Commissioner

APPENDIX B

Laboratory Reports /
Chain of Custody Documentation

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162117561
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Kim Crosser
Impact7G
9550 Hickman Road
Suite 105
Clive, IA 50325
Project: City of Council Bluffs - 29 South 35th Street

Phone: (515) 460-1124
Fax: (515) 528-8005
Received Date: 08/05/2021 9:45 AM
Analysis Date: 08/05/2021 - 08/24/2021
Collected Date: 07/15/2021 - 08/15/2021

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
21DW071501 *162117561-0001*	12x12 FLOOR TILE, CREAM, 1ST FLOOR, THROUGHOUT BUILDING	Beige Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071502 *162117561-0002*	12x12 FLOOR TILE ADHESIVE, YELLOW, 1ST FLOOR, THROUGHOUT BUILDING	Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071503 *162117561-0003*	COVE BASE, GRAY, 1ST FLOOR, THROUGHOUT BUILDING	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071504 *162117561-0004*	COVE BASE ADHESIVE, BROWN/YELLOW, 1ST FLOOR, THROUGHOUT BUILDING	Brown/Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071505 *162117561-0005*	CARPET ADHESIVE, YELLOW, 1ST FLOOR, OFFICES	Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071506 *162117561-0006*	FLOOR TILE, GREEN, 1ST FLOOR, THROUGHOUT OFFICES	Green Non-Fibrous Homogeneous		97.0% Non-fibrous (Other)	**3% Chrysotile**
21DW071507 *162117561-0007*	FLOOR TILE MASTIC, BLACK, 1ST FLOOR, THROUGHOUT OFFICES	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071508A *162117561-0008*	CEILING TEXTURE, WHITE, 1ST FLOOR, THROUGHOUT CEILINGS IN OFFICES	Brown Non-Fibrous Homogeneous		40% Mica 58.0% Non-fibrous (Other)	**<1% Actinolite** **2% Chrysotile**

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

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262

Report amended: 08/24/2021 15:14:57 Replaces initial report from: 08/06/2021 13:04:06 Reason Code: Client-Samples Added

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

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Customer ID: IMPA25
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Attention: Kim Crosser
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Project: City of Council Bluffs - 29 South 35th Street

Phone: (515) 460-1124
Fax: (515) 528-8005
Received Date: 08/05/2021 9:45 AM
Analysis Date: 08/05/2021 - 08/24/2021
Collected Date: 07/15/2021 - 08/15/2021

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
21DW071508B *162117561-0009*	CEILING TEXTURE, WHITE, 1ST FLOOR, THROUGHOUT CEILINGS IN OFFICES	Brown Non-Fibrous Homogeneous		40% Mica 58.0% Non-fibrous (Other)	**<1% Actinolite** **2% Chrysotile**
21DW071508C *162117561-0010*	CEILING TEXTURE, WHITE, 1ST FLOOR, THROUGHOUT CEILINGS IN OFFICES	Brown/Tan Non-Fibrous Homogeneous		80% Mica 15.0% Non-fibrous (Other)	**<1% Actinolite** **5% Chrysotile**
21DW071509-Ceramic Tile *162117561-0011*	GROUT, BROWN, 1ST FLOOR, RESTROOMS	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071509-Grout *162117561-0011A*	GROUT, BROWN, 1ST FLOOR, RESTROOMS	Brown Non-Fibrous Homogeneous		15% Quartz 85.0% Non-fibrous (Other)	**None Detected**
21DW071509-Mortar *162117561-0011B*	GROUT, BROWN, 1ST FLOOR, RESTROOMS	Gray Non-Fibrous Homogeneous		15% Quartz 85.0% Non-fibrous (Other)	**None Detected**
21DW071510 *162117561-0012*	COUNTERTOP, GRAY, 1ST FLOOR, SHOP AREA	Gray/Red Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071511 *162117561-0013*	COUNTERTOP ADHESIVE, YELLOW, 1ST FLOOR, SHOP AREA	Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071512 *162117561-0014*	DRYWALL, WHITE, 1ST FLOOR, HALLWAY TO SHOP	Brown/White Fibrous Heterogeneous	25% Cellulose 2% Glass	70% Gypsum 3.0% Non-fibrous (Other)	**None Detected**
21DW071513-Drywall *162117561-0015*	DRYWALL COMPOUND, WHITE, 1ST FLOOR, HALLWAY TO SHOP	Brown/White Fibrous Heterogeneous	30% Cellulose	65% Gypsum 5.0% Non-fibrous (Other)	**None Detected**

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Collected Date: 07/15/2021 - 08/15/2021

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
21DW071513-Joint Compound *162117561-0015A*	DRYWALL COMPOUND, WHITE, 1ST FLOOR, HALLWAY TO SHOP	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**<1% Chrysotile**
21DW071513-Tape *162117561-0015B*	DRYWALL COMPOUND, WHITE, 1ST FLOOR, HALLWAY TO SHOP	White Fibrous Homogeneous	98% Cellulose	2.0% Non-fibrous (Other)	**None Detected**
21DW071514 *162117561-0016*	CAULKING, WHITE, EXTERIOR, DOOR FRAME CAULK	White Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
21DW071515 *162117561-0017*	WINDOW CAULK, WHITE, EXTERIOR, WINDOWS THROUGHOUT	White Non-Fibrous Homogeneous		98.0% Non-fibrous (Other)	**2% Chrysotile**
21DW071516 *162117561-0018*	CAULK, WHITE, EXTERIOR, ALL DOOR FRAME	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071517 *162117561-0019*	CAULK, WHITE, EXTERIOR, ALL ALONG THE BUILDING	White Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071518 *162117561-0020*	CEILING TILE, WHITE, 1ST FLOOR, THROUGHOUT OFFICE AREAS	Gray/White Fibrous Homogeneous	50% Cellulose 30% MinWool	15% Perlite 5.0% Non-fibrous (Other)	**None Detected**
21DW071519 *162117561-0021*	COUNTERTOP, BLACK/SILVER, 2ND FLOOR, OFFICE AREA ON 2ND LEVEL	Black/Silver Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071520 *162117561-0022*	COUNTERTOP ADHESIVE, TAN, 2ND FLOOR, OFFICE AREA ON SECOND LEVEL	Tan Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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

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EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 162117561
Customer ID: IMPA25
Customer PO:
Project ID:

Attention: Kim Crosser
Impact7G
9550 Hickman Road
Suite 105
Clive, IA 50325
Project: City of Council Bluffs - 29 South 35th Street

Phone: (515) 460-1124
Fax: (515) 528-8005
Received Date: 08/05/2021 9:45 AM
Analysis Date: 08/05/2021 - 08/24/2021
Collected Date: 07/15/2021 - 08/15/2021

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
21DW071521 *162117561-0023*	MEMBRANE, BLACK, ROOF, ROOF THROUGHOUT	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071522 *162117561-0024*	TAR, BLACK, ROOF, ROOF THROUGHOUT	Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071523 *162117561-0025*	FIBER BOARD, BROWN, ROOF, ROOF THROUGHOUT	Brown Fibrous Homogeneous	95% Cellulose	5.0% Non-fibrous (Other)	**None Detected**
21DW071524 *162117561-0026*	FOAM, YELLOW, ROOF, ROOF THROUGHOUT	Yellow Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071525 *162117561-0027*	TAR, GRAY, METAL PIPES THROUGHOUT ON ROOF	Gray/Black Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**
21DW071526 *162117561-0028*	CAULK, GRAY, ROOF, ROOF SEAMS ON ROOF THROUGHOUT	Gray Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	**None Detected**

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

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262

Report amended: 08/24/2021 15:14:57 Replaces initial report from: 08/06/2021 13:04:06 Reason Code: Client-Samples Added

EMSL Analytical, Inc.
6340 CastlePlace Dr. Indianapolis, IN 46250
Tel/Fax: (317) 803-2997 / (317) 803-3047
http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order:	162117561
Customer ID:	IMPA25
Customer PO:	
Project ID:	

Attention:	Kim Crosser Impact7G 9550 Hickman Road Suite 105 Clive, IA 50325	**Phone:**	(515) 460-1124
		Fax:	(515) 528-8005
		Received Date:	08/05/2021 9:45 AM
		Analysis Date:	08/05/2021 - 08/24/2021
		Collected Date:	07/15/2021 - 08/15/2021
Project:	City of Council Bluffs - 29 South 35th Street		

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

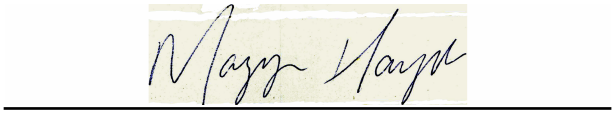
Report Comments:

Sample Receipt Date:	08/05/2021	Sample Receipt Time:	9:45 AM
Analysis Completed Date:	08/24/2021	Analysis Completed Time:	11:15 AM

Analyst(s):



Amanda Straw PLM (1)

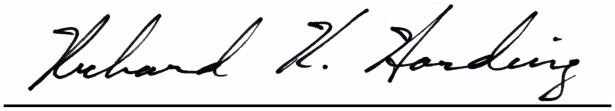


Maggie Hayden PLM (28)



Shannon Clegg PLM (3)

Samples Reviewed and approved by:



Richard Harding, Laboratory Manager
or other approved signatory

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

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262

Report amended: 08/24/2021 15:14:57 Replaces initial report from: 08/06/2021 13:04:06 Reason Code: Client-Samples Added

OrderID: 162117561

Asbestos Bulk Building Material

Chain of Custody

EMSL Order Number (Lab Use Only)

162117561

EMSL Analytical, Inc.
6340 Castleplace Dr.
Indianapolis, IN 46250

Phone: (317)803-2997
Fax: (317)803-3047

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Company: IMPACT7G		**EMSL – Bill to: Same** *Third Party Billing requires written authorization from third party.*	
Street: 112 Mildred Avenue			
City: Iowa Falls	**State: IA**	**Zip Code: 50126**	**Country:** USA
Report To: Kim Crosser		**Phone:** 515-460-1124	**Fax:** 515-685-2236
Email Address: kcrosser@impact7g.com		**Please Provide results: EMAIL**	
Project: City Of Council Bluffs- 29 South 35th Street			
US State Samples Taken: IA			

Turnaround Time (TAT) Options

☐ 3-Hour ☐ 6-Hour ☒ 24-Hour ☐ 32-Hour ☐ 48 -Hour ☐ 96-Hour ☐ 1 Week ☐ 2 Week

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

PLM – BULK (reporting limit)
☒ PLM EPA 600/R-93/116 (<1%)

TEM – Air ☐ 4-4.5hr TAT (AHERA only)
☐ AHERA 40 CFR, Part 763

Filter Pore Size (Air Samples): ☐ 0.8 µm ☐ 0.45 µm

Sampler's Name: Dakota Wenzel

Sampler's Signature: Dakota Wenzel

Sample #	Sample Description	Volume/Area (Air)	Date/Time Sampled
21DW071501	12X12 Floor Tile, Cream, 1st Floor, Throughout Building		7-15-21
21DW071502	12X12 Floor Tile Adhesive, Yellow, 1st Floor, Throughout Building		7-15-21
21DW071503	Cove Base, Gray, 1st Floor, Throughout Building		7-15-21
21DW071504	Cove Base Adhesive, Brown/Yellow, 1st Floor, Throughout Building		7-15-21
21DW071505	Carpet Adhesive, Yellow, 1st Floor, Offices		7-15-21
21DW071506	Floor Tile, Green, 1st Floor, Throughout Offices		7-15-21
21DW071507	Floor Tile Mastic, Black, 1st Floor, Throughout Offices		7-15-21
21DW071508ABC	Ceiling Texture, White, 1st Floor, Throughout Ceilings in Offices		7-15-21
21DW071509	Grout, Brown, 1st Floor, Restrooms		7-15-21
21DW071510	Countertop, Gray, 1st Floor, Shop Area		7-15-21
21DW071511	Countertop Adhesive, Yellow, 1st Floor, Shop Area		7-15-21
21DW071512	Drywall, White, 1st Floor, 1st Floor, Hallway to Shop		7-15-21
21DW071513	Drywall Compound, White, 1st Floor, Hallway to Shop		7-15-21
21DW071514	Caulking, White, Exterior, Door Frame Caulk		7-15-21
21DW071515	Window Caulk, White, Exterior, Windows Throughout		7-15-21

17561

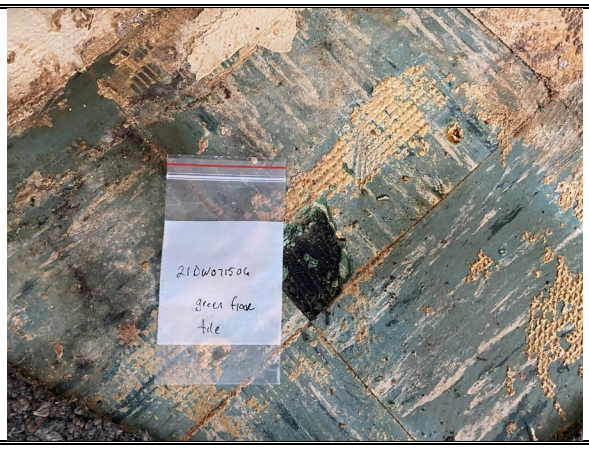
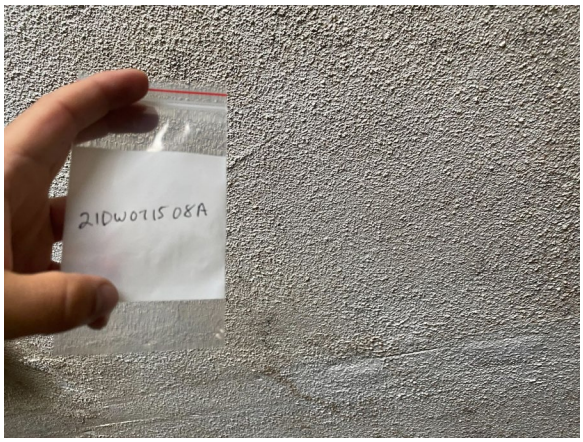
21DW071516	Caulk, White, Exterior, All Door Frame		7-15-21
21DW071517	Caulk, White, Exterior, All Along the Building		7-15-21
21DW071518	Ceiling Tile, White, 1st Floor, Throughout Office Area		7-15-21
21DW071519	Countertop, Black/Silver, 2nd Floor, Office Area on Second Level		7-15-21
21DW071520	Countertop Adhesive, Tan, 2nd Floor, Office Area on Second Level		7-15-21
21DW071521	Membrane, Black, Roof, Roof Throughout		7-15-21
21DW071522	Tar, Black, Roof, Roof Throughout		7-15-21
21DW071523	Fiber Board, Brown, Roof, Roof Throughout		7-15-21
21DW071524	Foam, Yellow, Roof, Roof Throughout		7-15-21
21DW071525	Tar, Gray, Roof, Metal Pipes Throughout on Roof		7-15-21
21DW071526	Caulk, Gray, Roof, Roof Seems on Roof Throughout		7-15-21

Client Sample # (s):	21DW071501-21DW071526			**Total # of Samples:**	26
Relinquished (Client):	Dakota Wenzel	**Date:**		**Time:**	
Received (Lab):		**Date:**	8/5/21	**Time:**	9:45am Fx
Comments/Special Instructions:	**PLEASE CHECK ALL LAYERS**				

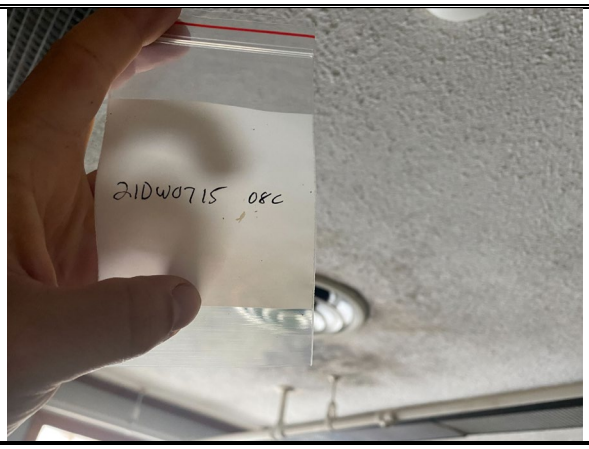
APPENDIX C

Photographs

Photograph table includes photos of all asbestos-containing materials.

8/20/21 **Photographer:** **Dakota Wenzel**	**Asbestos Containing Materials Inspection** **29 South 35th Street** **Council Bluffs, Iowa 51501**
Description: ACM Green Floor Tile, 1st Floor Throughout Offices Sample 21DW071506 Photo #1	
Description: ACM White Ceiling Texture, 1st Floor Throughout Offices Sample 21DW071508A Photo #2	
Description: ACM White Ceiling Texture, 1st Floor Throughout Offices Sample 21DW071508B Photo #3	

Photograph table includes photos of all asbestos-containing materials. (Continued)

8/20/21 **Photographer:** **Dakota Wenzel**	**Asbestos Containing Materials Inspection** **29 South 35th Street** **Council Bluffs, Iowa 51501**
Description: ACM White Ceiling Texture, 1st Floor Throughout Offices Sample 21DW071508C Photo #4	
Description: ACM White Drywall Compound, 1st Floor Hallway to Shop Sample 21DW071513 – Joint Compound Photo #5	
Description: ACM White Caulking, Exterior Door Frame Sample 21DW071514 Photo #6	

Photograph table includes photos of all asbestos-containing materials. (Continued)

8/20/21 **Photographer:** **Dakota Wenzel**	**Asbestos Containing Materials Inspection** **29 South 35th Street** **Council Bluffs, Iowa 51501**
Description: ACM White Window Caulk, Exterior Windows Sample 21DW071515 Photo #7	

APPENDIX D

Sample Location Map(s)

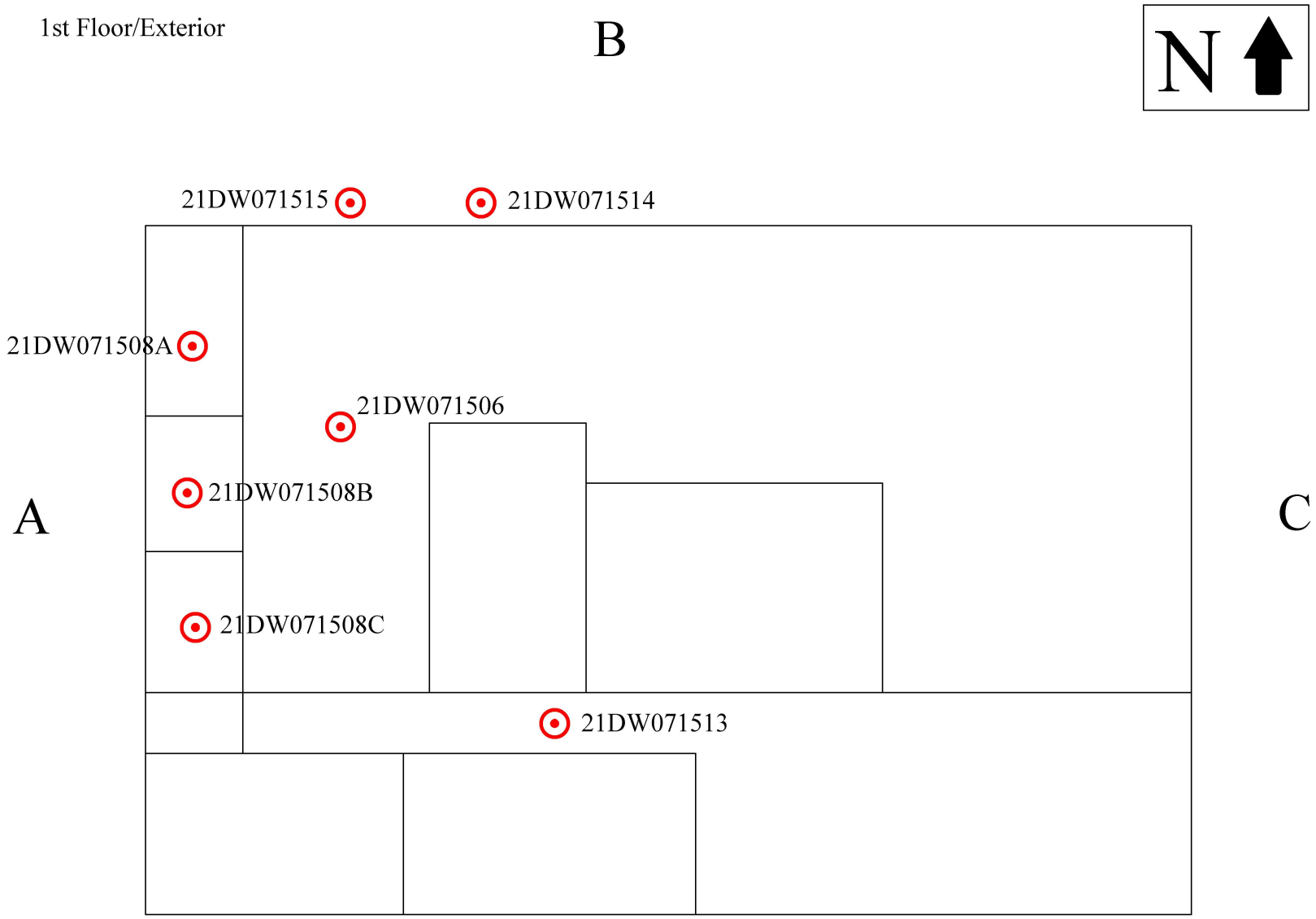
Map-1

City of Council Bluffs - Positive Sample Location Map

Project:
ACM Inspection

Date: 7/15/21, 7/27/21, & 8/20/2021

Address:
29 South 35th Street,
Council Bluffs, IA 51501



ACM Positive Sample

Drawing not to scale.

ATTACHMENT E

Bidder's Proposal and Project Experience

29 S 35th Street, Council Bluffs, IA

PROPOSAL

A. The work will be completed within the time allotted by the Notice to Bidders.

The Owner shall be entitled to deduct from monies of the Contractor for liquidated damages an amount equal to $500.00 for each and every calendar day that the Contractor is in default of completion of the work.

B. The undersigned bidder agrees prior to incorporation of materials and equipment in the work to furnish owner with a certificate from all suppliers of material and equipment that such materials and equipment are in compliance with the plans and specifications.

The undersigned bidder states that his Proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this Proposal is made in conformity with the Construction Plans and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and the Construction Plans prepared by ***Snyder & Associates Inc.,*** the provisions of the latter shall prevail.

BIDDER: _____
(Legal name of corporation, partnership, or sole proprietorship)

BY: _____

_____
(Name typed or printed)

TITLE: _____
(Corporate office held, partner, or sole owner)

ADDRESS: _____
TELEPHONE: ( ) _____

Item #	Description	Estimated Quantity		Price
1	Asbestos Abatement	1	(see Table 1 in Asbestos Report)	$
2	Building demolition and removal (full depth including foundation and all utilities, sidewalks, gravel, trees, etc. as outlined in bed specifications)	1	LS	$
3	Site Restoration (backfill, grading, seeding, etc.)	1	LS	$
Bid Total Amount				$

PROJECT EXPERIENCE

A. Past Project Information requested in Notice to Bidders

1. _____
PROJECT DESCRIPTION

_____ _____ _____
PROJECT CONTRACT AMOUNT PROJECT LOCATION DATE COMPLETED

_____ _____
NAME OF CONTACT PERSON PHONE NUMBER OF CONTACT PERSON

2. _____
PROJECT DESCRIPTION

_____ _____ _____
PROJECT CONTRACT AMOUNT PROJECT LOCATION DATE COMPLETED

_____ _____
NAME OF CONTACT PERSON PHONE NUMBER OF CONTACT PERSON

3. _____
PROJECT DESCRIPTION

_____ _____ _____
PROJECT CONTRACT AMOUNT PROJECT LOCATION DATE COMPLETED

_____ _____
NAME OF CONTACT PERSON PHONE NUMBER OF CONTACT PERSON

ATTACHMENT F

Bidder's Policy Statement, Title VI & EEO Certificate of Compliance, and

Non-Discrimination in Employment Clause

29 S 35th Street, Council Bluffs, IA

POLICY STATEMENT

Each contractor shall cause each of his/her subcontractors to file compliance reports with the contracting agency or the Secretary of Labor as may be directed. Compliance reports shall be filed within such time and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form as the Secretary of Labor or contracting agency may prescribe.

Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contracts subject to the provisions of this nondiscrimination in employment form or Executive Order 11246, or any proceeding similar to either of the two aforementioned items, and in that event to submit, on behalf of themselves and their proposed subcontractors, compliance reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor or contracting agency may prescribe; provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training in such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor or contracting agency as part of its compliance report and shall set forth what efforts he/she has made to obtain such information.

The Secretary of Labor or contracting agency may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his/her compliance report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of age, race, creed, color, sex, national origin, religion, or disability, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this nondiscrimination in employment clause, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of this nondiscrimination in employment clause. In the event that the union or the agency shall refuse to execute such a statement, the compliance report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor or the contracting agency may require.

Full Legal Name of Company:_____

By: Name (Print) _____ Signature:_____

Title:_____ Date:_____

TITLE VI & EEO CERTIFICATE OF COMPLIANCE

I. **Contract Clauses Incorporated by Reference**

A. Equal Opportunity Clause

The undersigned agrees that the Equal Opportunity Clause, prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, codified as 41 CRF 60-1.4, is incorporated by reference in each nonexempt contract or purchase order which is presently existing or which may be entered into hereafter, between the undersigned and the Contractor.

B. Affirmative Action for Disabled Veterans of the Vietnam Era

The undersigned agrees that the Affirmative Action Clause relating to the employment and advancement of disabled veterans and veterans of the Vietnam Era, codified as 41 CFR 60-250.4, is incorporated by reference in each nonexempt contract which presently exists or which may be entered into hereafter, between the undersigned and the Contractor.

C. Affirmative Action for Handicapped Workers

The undersigned agrees that the Affirmative Action Clause relating to the employment of qualified handicapped employees and applicants for employment, codified as 41 CFR 60-741.4, is incorporated by reference in each nonexempt contract which presently exists or which may be entered into hereafter, between the undersigned and the Contractor.

D. Title VI – APPENDIX "A"

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

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa

Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies; and/or,
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Affirmative Action Programs

A. Equal Employment Opportunity

The undersigned agrees that if it has 50 or more employees and (1) has a subcontract of $10,000 or more; or (2) has Government bills of lading which can reasonably be expected to total $10,000 or more in any 12-month period; or (3) serves as a depository of Government funds in any amount; or (4) is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes in any amount, it will develop a written affirmative action compliance program for each of its establishments within 120 days from the commencement of this contract.

B. Affirmative Action for Disabled Veterans of the Vietnam Era

The undersigned agrees that if it holds a contract of $10,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment, setting forth its policies, practices, and procedures relating to the employment and advancement of disabled veterans and veterans of the Vietnam Era, in accordance with the provisions of 41 CFR 60-250.6. This program may be integrated into or kept separate from other affirmative action programs of the undersigned, but must be prepared within 120 days of commencement of this contract.

C. Affirmative Action for Handicapped Workers

The undersigned agrees that if it holds a contract of $10,000 or more and if it has 50 or more employees, it will prepare and maintain an affirmative action program at each establishment, setting forth its policies, practices, and procedures relating to the employment and advancement of handicapped workers in accordance with the provisions of 41 CFR 60-741.5. This program may be integrated into or kept separate from other affirmative action programs of the undersigned, but must be prepared within 120 days of commencement of this contract.

III. **Standard Form 100 (EEO-1) Reports**

If the undersigned is (1) not exempt from the provisions of the Equal Opportunity Clause; (2) has 50 or more employees; (3) is a prime contractor or first tier subcontractor; and (4) has a contract, subcontract or purchase order amounting to $10,000 or more or serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes, the undersigned agrees that it will file with the appropriate Federal agency a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after the signing of this certificate or the award of any such purchase order (unless such a report has been filed in the last 12 months).

IV. **Certificates of Non-segregated Facilities**

In accordance with 41 CFR 60-1.8 the undersigned certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that the undersigned will obtain a similar certification prior to the award of any non-exempt subcontract.

Full Legal Name of Company:_____

By: Name (Print) _____ Signature:_____

Title:_____ Date:_____

NONDISCRIMINATION IN EMPLOYMENT CLAUSE

In accordance with the affirmative action program of the City of Council Bluffs, Iowa, and Executive Order 11246 as amended, all contracts entered into on behalf of the City shall agree:

"During the performance of the contract, the contractor agrees as follows:

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

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

(3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor unions or workers' representative of the contractor's commitments under this nondiscrimination in employment clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246, the rules, regulations, and relevant orders of the Secretary of Labor, Title 7 of the Civil Rights Act of 1964, Chapter 601A of the Iowa Code and Chapter 8.39 of the Council Bluffs Municipal Code.

(5) The contractor will furnish all information and reports required by the laws cited in the previous section, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with the laws as specified in the previous section.

(6) Any bidder or prospective contractor or subcontractor shall submit their written policy on work place harassment, including a plan for educating management and personnel on how to prevent, detect and correct situations that may reflect such hostile and harassing actions. Any bidder or prospective contractor or subcontractor shall submit a copy of their policy regarding equal opportunity for employment, and a copy of their affirmative action plan.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 or by rule, regulation or order or as otherwise provided by law.

(8) The contractor shall include the provisions of the nondiscrimination in employment clause from beginning through paragraph (8) in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the contracting agency or Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or a vendor as a result of such direction, the contractor may request the United States and/or the contracting agency to enter into such litigation to protect the interests of the United States and/or the contracting agency."

Full Legal Name of Company:_____

By: Name (Print) _____ Signature:_____

Title:_____ Date:_____

29 S 35th Street Demolition Project
City of Council Bluffs, Iowa

Insurance Requirements

INDEMNIFICATION

Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

The Contractor shall carry and maintain during the life of the Contract insurance as follows:

INSURANCE

Contractor, and any Subcontractors utilized by Contractor herein, shall obtain insurance naming the City of Council Bluffs as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement. Prior to commencing any work or services in accordance with this agreement, Contractor, and any Subcontractors utilized by Contractor herein, shall provide a current Certificate of Insurance as part of this agreement AND the City shall have accepted the same by written approval to Contractor and/or Subcontractor. Furthermore, Contractor and any Subcontractors utilized by Contractor herein, agree and understand that any subrogation under this agreement is hereby waived in favor of the City in the Contractor's General Liability policy. Contractor shall not alter or otherwise change any current insurance coverage submitted under this agreement without prior written approval from the City.

The Certificate of Insurance must stipulate on the Certificate of Liability Insurance under the Description of Operations box the following: 30 days' notice of cancellation from the insurance company, the City of Council Bluffs is named as an additional insured, and waiver of subrogation is granted in favor of the City of Council Bluffs.

General Liability: The Contractor's General Liability policy shall provide for an unimpaired General Aggregate pursuant to this section. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry the following minimum levels and areas of coverage:

The General Liability Policy shall have limits of not less than $1,000,000.00 per occurrence, and $2,000,000.00 Aggregate. The Commercial General Liability provides: (1) Bodily Injury and Property Damage Liability; (2) Personal and Advertising Injury Liability; (3) Contractual Liability covering this contract; (4) Independent Contractors' Liability; (5) Premises and Operations, with the City of Council Bluffs named as Additional Insured; (6) Completed Operations, with the City of Council Bluffs named as Additional Insured.

Worker's Compensation Insurance and Employer's Liability Insurance: The Contactor, and any Subcontractors utilized by Contractor herein, shall provide applicable statutory Worker's Compensation and Employers Liability Insurance. In the event that Worker's Compensation and Employers Liability Insurance is not required by statute or is otherwise deferred, such party shall execute a Worker's Compensation Release Form prior to commencing any work or services in accordance with this agreement.

Commercial Automobile: The Contractor, and any Subcontractors utilized by Contractor herein, shall provide coverage for all owned, non-owned, leased, rented, or borrowed vehicles with injury minimum limits of at least $1,000,000.00, with the City of Council Bluffs named as additional insured.

Umbrella Insurance: The Contractor, and any subcontractor utilized by Contractor herein, shall provide, in addition to the above requirements, an Umbrella policy. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry a minimum $5,000,000 limit.

Pollution Liability Insurance: The Contractor, and any subcontractor utilized by Contractor herein, shall provide a Pollution Liability insurance policy and shall carry a minimum $1,000,000 limit.

Professional Liability Insurance: The Contractor, and any subcontractor utilized by Contractor herein, shall provide a Professional Liability insurance policy and shall carry a minimum $1,000,000 limit.

Contractor/Subcontractor agrees to maintain the above insurance for the benefit of the contractor and/or owner for a period of 2 years from commencement of contract.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies and vehicles.

The Bidder's must upload their Certificate of Insurance into Ion Wave