WORK PLAN FOR DEMOLITION
FORMER LABOLT SCHOOL BUILDING
LABOLT, SD

GeoTek Project No.: 11-531

Quotes Due:

Thursday, April 19, 2012, by 3:00 pm

Prepared For:

South Dakota Department of Environment & Natural Resources
Groundwater Quality Program
Joe Foss Building
523 East Capitol
Pierre, SD 57501

Prepared by:

GEOTEK ENGINEERING & TESTING SERVICES, INC.
Tracy Michel – Senior Project Manager
909 East 50th Street North
Sioux Falls, South Dakota 57104
605/335-5512

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1.0 INTRODUCTION

GeoTek Engineering & Testing Services Inc. (GeoTek) has prepared this request for quotation in accordance with local, state, and federal guidelines and regulations. When a conflict exists the more stringent shall apply.

This request for quotation document is subject to the demolition and removal of debris of the former LaBolt School building located at the northeast corner of Bouck Avenue and Main Street in LaBolt, South Dakota. The structure will be demolished as part of the redevelopment in the area.

Demolition for this project is defined as the demolition and removal of the building, basement, and foundations. Tree removal will not be performed. Utility capping, obtaining fill material, excavation backfilling, and compaction will be performed by the Owner.

Asbestos containing building materials (ACM) have been identified in the site building. Accessible materials will be removed prior to the start of building demolition, however some ACM are beneath the collapsed roof of the gymnasium. Therefore, demolition will be performed in two separate parts; 1) removal of collapsed gym roof followed by 1-2 weeks of asbestos abatement in the gym and 2) remaining demolition. A wall may be knocked out to achieve access to the collapsed roof provided the ACM identified in the attached report (primarily floor tile in the gym) are not disturbed. The waste disposal sites cannot accept regulated asbestos containing materials, therefore proper handling and coordination with the asbestos abatement contractor is imperative.

Final demolition must be completed within 30 days of asbestos abatement.

The contractor will be allowed to perform other activities on-site during the 1-2 week interim period (i.e. limited non-structural building demo away from the gym area, etc.) provided the safety of the abatement workers is assured.

In order to minimize the volume of waste that needs to be hauled to a permitted disposal site, clean concrete waste will be accepted at a site 2.5 miles northeast of LaBolt. The remainder of the rubble (any non-concrete building material) will be transported to the Milbank Landfill located 1 mile south and 1½ miles east of Milbank, South Dakota, approximately 15 miles north of the site.

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and DOT), state agencies (DENR), and any other local regulations and standards (i.e. building codes) that may apply. This request for quotation document is subject to any revisions or changes in federal, state, or local regulations that may be in effect.

A formal walkthrough will not be conducted, however all interested parties are required to view the building prior to bidding. Work is planned to begin as soon as feasible.

2.0 PROJECT IDENTIFICATION

The following items detail the project location and authorized personnel representing the facility:

Project Site:	Former LaBolt School Northeast corner of Bouck Avenue and Main Street LaBolt, SD
Owner Representative:	Mr. Daniel Bergland Town of LaBolt bgellingson@sstel.net Phone: 605-623-4400
Environmental Consultant:	Ms. Tracy Michel GeoTek Engineering & Testing Services, Inc. tmichel@geotekeng.com Phone: 605-335-5512 Fax: 605-335-0773 Cell: 605-310-7365
State Representative:	Ms. Kim McIntosh SD Department of Environment & Natural Resources Kim.McIntosh@state.sd.us Phone: 605-773-3296

3.0 REQUEST FOR QUOTATION INFORMATION

3.1 Quotations will be received by the Environmental Consultant, Ms. Tracy Michel, GeoTek Engineering & Testing Services Inc., 909 East 50th Street North, Sioux Falls, SD 57104, until 3:00 p.m. (CST) on **Thursday, April 19, 2012.** Faxed or emailed quotations will be allowed, however it is the Contractor's responsibility to insure that the quotation was received in full and on time.

3.2 Request for quotations must be submitted on the attached form (Appendix A).

3.3 This request does not commit the Consultant or Owner to pay any costs incurred by the contractor in the preparation or the submission of this quotation, or to contract with the contractor for supplies or services. We reserve the right to reject any and all quotations, and to enter into an agreement with the contractor that we believe is in our best interest.

3.4 All work shall be performed in accordance with all applicable federal, state, and local guidelines and regulations, and the requirements of this work plan. When a conflict exists, the more stringent shall apply.

3.5 Contractor will be required to complete the Contractor Service Agreement in Appendix B prior to authorization to begin.

4.0 SCOPE OF WORK

The following scope of work shall apply to the activities required during this project.

GENERAL

4.1 The Contractor shall inform himself/herself of the conditions for the project, and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the work.

4.2 Obtain all necessary permits (if applicable).

4.3 Establish Controlled Access of Work Area(s). The building is currently vacant.

4.4 Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

4.5 Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure during demolition.

4.6 Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

PREPARATION

4.7 Drain, purge, or otherwise remove, collect and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations. This includes removal and proper disposal of all fluorescent light ballasts.

4.8 Do not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City of LaBolt. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

4.9 Conduct demolition operations to prevent injury to people and damage to surrounding buildings. Ensure safe passage of people around demolition area.

4.10 Erect temporary protection such as walks, fences, and railings, where required by authorities having jurisdiction.

4.11 Protect existing adjacent improvements, appurtenances, and landscaping.

EXPLOSIVES

4.12 Use of explosives will not be permitted.

POLLUTION CONTROLS

4.13 Asbestos has been detected in the site structure and asbestos abatement will be performed under a separate contract.

4.13.1 Abatement of accessible asbestos containing building materials will be conducted prior to the start of building demolition.

4.13.2 Following removal of the collapsed gymnasium roof by the Demolition Contractor, additional asbestos abatement will be conducted by the asbestos abatement contractor. This portion of asbestos removal will take one to two weeks. During this time, removal of non-structural building components away from the gym area may be performed if safety can be maintained for the abatement workers.

4.13.3 Careful coordination between the asbestos abatement contractor and the demolition contractor is tantamount to insure that the project remains on schedule and to insure proper handling of asbestos containing materials.

4.13.4 The waste disposal sites cannot accept asbestos containing wastes; therefore the demolition contractor must be aware of asbestos containing materials and remain in close contact with the environmental consultant to insure that asbestos removal precedes demolition in the site structure. A copy of the asbestos building inspection report is attached in Appendix C.

4.14 Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

4.15 Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

4.16 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

4.17 Contractor shall limit noise pollution at all times to prevent objectionable conditions.

DEMOLITION

4.18 Demolish building and other site improvements including but not limited to retaining walls and paving, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations. Photos of the site are attached in Appendix D.

4.19 Place demolition equipment and debris so as not to impose excessive loads on supporting walls, floors, or framing.

4.20 Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

4.21 Remove air-conditioning equipment without releasing refrigerants.

4.22 Below grade foundation walls and floors shall be totally removed.

4.23 Final demolition must be completed within 30 days of final asbestos abatement.

4.24 Backfilling will be performed by City of LaBolt staff using fill materials provided by the City.

DISPOSAL

4.25 Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

4.26 Do not burn demolished materials.

4.27 Contractor will dispose of materials as described below:

4.27.1 Clean concrete waste will be accepted at a site 2.5 miles northeast of LaBolt.

4.27.2 The remainder of the rubble (any non-concrete building material) will be transported to the Milbank Landfill located 1 mile south and 1½ miles east of Milbank, South Dakota, approximately 15 miles from the site.

5.0 SCHEDULE

5.1 A work schedule shall be determined by the City of LaBolt, Environmental Consultant, and the Demolition Contractor. A work schedule shall be completed in writing and provided to Mr. Bergland prior to work commencing. The work schedule will state the expected start and completion dates. It is the owner's intent to perform the work beginning as soon as feasible.

5.2 There is no electricity or water service at the site. Contractor is responsible for securing needed electricity and water. Contact the City of LaBolt for potential hydrant access.

5.3 Security issues will be coordinated with Mr. Bergland. The building is unoccupied.

5.4 The Contractor shall coordinate all activities with the Owner's representative, GeoTek Engineering & Testing Services (Ms. Tracy Michel).

6.0 SUBMITTALS

6.1 Insurance Requirements

Contractor shall maintain such insurance as will protect Contractor, site owner, owner's representative, and their officers, employees, and successors from claims arising out of all operations under this Agreement in the following amounts or any higher amount required by law or regulation:

Comprehensive General Liability (including coverage for products completed operations and independent contractors/protective contractual liability) – Bodily Injury, Property Damage, combined limits $2,000,000.00 each occurrence.

Worker's Compensation Policy – Statutory limits.

Employer's Liability - $1,000.000.00 each occurrence and aggregate.

Automobile Liability – $300,000 each occurrence

Prior to the inception of this Agreement, or any renewal hereof, Contractor shall provide owner certificates of insurance evidencing the issuance of the required policies, and stating that they are in force and that such policies will not be canceled or materially changed without thirty (30) days prior notice to owner.

Contractor shall, to the extent possible, obtain the Comprehensive General Liability policy on an occurrence basis rather than a claims-made basis. In the event the Comprehensive General Liability coverage is provided on a claims-made basis, Contractors shall, prior to the commencement of this Agreement, provide owner with satisfactory evidence that the retroactive date of the claims-made policy is prior to the date of commencement of this Agreement, that the then remaining aggregate amount of $2,000.000.00 coverage is and will be sufficient to meet the minimum amount of coverage required hereunder, and that the policy will either remain in force, be renewed, or a satisfactory discovery period will be purchased, to cover any claims which might arise under this Agreement in the future.

Contractor shall defend, indemnify, and hold harmless owner and its shareholders, officers, agents, and employees from and against all losses, damages, liabilities, and expenses arising out of Contractor's negligent acts of omissions or breach of any term of this Agreement.

6.2 Bond Requirements

Each request for quotation over $50,000.00 must be accompanied by a quotation security as follows:

Certified Check, Cashier's Check or Draft.

A certified check, cashier's check or draft for five percent (5%) of the amount of the quotation, including all add alternates, such check to be certified or issued by either a State or National Bank and payable to the South Dakota DENR.

Quotation Bond.

In lieu of a certified check as a quotation guarantee, a quotation bond of ten percent (10%) of the total amount of the quotation, including all add alternates, may be furnished by the Contractor. Such bond to be issued by a surety authorized to do business in the State of South Dakota. Such bond shall be payable to said public corporation or officer as guaranty that said contractor will enter into a contract with said public corporation, its Board or officers thereof, in accordance with the terms of such letting and request for quotation in case such contractor be awarded the contract.

No contractor shall be required to leave his certified check or other guaranty or quotation bond posted for a longer period than thirty (30) days if his quotation is not accepted. The certified check or other guaranty of the successful contractor shall be returned to him forthwith upon the execution of the contract and surety provided herein.

Appendix A

Quotation Form

QUOTATION FORM

Services for Demolition Activities at the former LaBolt School, LaBolt, South Dakota.

RE: Demolition Activities
Former LaBolt School
LaBolt, SD
GeoTek #11-531

TO: Tracy Michel/Senior Project Manager
GeoTek Engineering & Testing Services, Inc.
909 East 50th Street North
Sioux Falls, South Dakota 57104
Phone (605) 335-5512
Fax (605) 335-0773

DUE DATE: **Thursday, April 19, 2012 3:00 pm**

This proposal is submitted in accordance with the RFQ requirements for the above-referenced contract work.

The undersigned, having examined carefully the RFQ Documents, including all related bulletins and/or addenda promulgated, together with any and all other documents and/or material bound therewith, all as prepared by GeoTek Engineering & Testing Service, Inc. (all of the foregoing collectively being referred to in this Proposal and the "Contract Documents"), and having examined carefully the building upon which the work is to be performed and having become familiar, by the investigation, with the various conditions which may affect the performance of the work, agrees to furnish all materials, to perform all labor, to furnish all equipment and otherwise to do all things necessary to complete, in a competent and workmanlike manner, the Contract work, in strict accordance with the Contract Documents, to your complete satisfaction and acceptance for the prices indicated herein.

ADDENDA

No addenda changes have been issued for this authorization.

BASE QUOTATION – DEMOLITION

The base quotation is a lump sum cost for demolition activities at the site. Contract will be awarded as a lump sum contract to a single Contractor for work indicated above. Contractor shall provide all labor, material, equipment, etc. to perform the work as viewed at the site and described herein.

Lump Sum Bid _____

Amount ($)

_____

Projected Start Date | Projected Completion Date

PERFORMANCE AND PAYMENT BONDS

Each quotation over $50,000.00 must be accompanied by a quotation security as described in the request for quotation document.

Bond _____

Amount ($)

SIGNATURES

When the Contractor is an individual:

_____

Witness | Contractor (Seal)

When the Contractor is a partnership:

_____

Witness | Contractor (Seal)

_____

By: | Contractor (Seal)

When the Contractor is a Corporation:

_____

Secretary | President

Organized and existing under the laws of: _____

State

_____

Corporate (Seal)

NOTE: Attach information about any subcontractor that will be utilized during this authorization.

Appendix B

Contractor Service Agreement

CONTRACTOR SERVICE AGREEMENT

Effective Date:

AGREEMENT made by and between:

GeoTek

Name	GeoTek Engineering and Testing Services, Inc.	(herein "GeoTek")
Street Address	909 East 50th Street North	
City, State, Zip	Sioux Falls, SD 57104	
Telephone No.	(605) 335-5512	
GeoTek Contact	Tracy Michel	

and

Contractor

Company Name	_____	(herein "Contractor")
Street Address	_____	
City, State, Zip	_____	
Telephone No.	_____	
Project Contact	_____	

with reference to the following:

PROJECT TITLE	Demolition Activities Former LaBolt School
PROJECT ADDRESS	Main Street & Bouck Avenue
CITY/STATE	LaBolt, South Dakota

GeoTek and Contractor, in consideration of the mutual promises contained herein, agree:

GeoTek has requested and Contractor has agreed to provide the following work, including all labor, materials, equipment, and services required to complete the work (the "Work"):

Demolition of LaBolt School

Completion of the Work will be in strict accordance with the Scope of Work detailed in the Request for Proposal.

1.0 COMPENSATION

1.1 GeoTek will pay Contractor fees based on the method checked below, under the terms and conditions herein set forth:

__ Billed in accordance with Quotation Schedule

_X_ Lump Sum of $ _____.

___ Other. Specify _____.

1.2 Invoices or statements must be mailed to:

GeoTek Engineering & Testing Services, Inc.
909 E. 50th Street North
Sioux Falls, South Dakota 57104
Attn: Tracy Michel
GeoTek Project No. 11-531

Invoices will be returned to the Contractor if they are not itemized or if they do not show correct address.

1.3 GeoTek will pay the Contractor for work that GeoTek determines the Contractor has successfully completed.

1.4 GeoTek will pay invoices submitted by contractor based on the method checked below, under the terms and conditions herein set forth:

_X_ Within 60 days of the date of the invoice.

___ Other. Specify _____

2.0 PERIOD OF SERVICE

2.1 Work will be initiated and completed by the Contractor as per the start and completion times of Exhibit A. The Contractor acknowledges that time is of the essence in the performance of its obligations under this Agreement.

2.2 Contractor will be responsible for the manner of performing the Work subject only to the reasonable direction of GeoTek as to the time, place, and order of performance, and Contractor will coordinate the Work with other contractors so that all scheduled operations on the project may proceed in an orderly and efficient manner and be completed within the time requirements of the project.

3.0 INSURANCE

Contractor will carry Workman's Compensation Insurance as required by law, commercial vehicle coverage with $500,000 minimum insurance coverage. In addition, Contractor will carry public liability and property damage insurance with a minimum limit of liability of $1,000,000 per occurrence and $1,000,000 aggregate. Contractor shall provide Certificates of Insurance upon request. Thirty day Notice of Cancellation is required on all certificates.

4.0 REQUIREMENT OF CONFIDENTIALITY

4.1 Contractor understands and acknowledges that, as part of its Work responsibilities, Contractor may have access to information and materials that GeoTek may consider to be confidential or proprietary in the conduct of its business. Contractor agrees not to reveal or disclose to any person or entity any confidential or proprietary information.

4.2 Contractor agrees to make all of its employees engaged in the Work aware of this requirement for confidentiality and to take such other actions with respect thereto as Contractor may deem appropriate to ensure compliance with Section 4.1.

4.3 As used herein, confidential and proprietary information includes, but is not limited to, business information regarding GeoTek's methods of operation, customers, clients, suppliers, or otherwise relating to the operation of GeoTek's business, the nature of the work being performed, and environmental clean-up methods, systems, plans, and designs. In the event that Contractor is required to disclose information to successfully complete the Work, Contractor will obtain GeoTek's written consent prior to release of that information.

5.0 RESPONSIBILITY FOR WORK/INDEMNIFICATION

5.1 The Contractor assumes full responsibility for the Work. Until final acceptance of the Work by GeoTek, the Contractor will be responsible for damage to or destruction of the Work.

5.2 The Contractor will protect the Work site with lights, barriers, supports, signs, guards, or other means necessary to avoid injury or damage to persons or property.

5.3 Contractor will save, indemnify and hold GeoTek harmless from and against all claims, losses, judgments, actions, damages, injuries, costs, amounts, liabilities and expenses for damage to any property or for the death of or injury to any person caused by, arising from, or connected with the negligent acts or omissions or willful misconduct of Contractor, its agents or employees in the performance of this agreement, or GeoTek's failure in any manner to fully and timely observe or perform any term or condition of this agreement.

5.4 GeoTek will save, indemnify and hold Contractor harmless from and against all claims, losses, judgments, actions, damages, injuries, costs, amounts, liabilities and expenses for damage to any property or for the death of or injury to any person caused by, arising from, or connected with the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees in the performance of this agreement, or GeoTek's failure in any manner to fully and timely observe or perform any term or condition of this agreement.

6.0 PERSONNEL DISCIPLINE AND SAFETY

6.1 The Contractor will not employ on the Work any unfit person, any person not skilled in the Work, any person not trained, any person not qualified as required by any OSHA, EPA or other applicable governmental or agency statute, ordinance, rule, regulation, standard or order, nor any person not otherwise skilled, trained and qualified for the work to be performed. Further, the Contractor will take all actions as are necessary to ensure that the Contractor at all times qualifies as an equal employment opportunity employer and complies with all statutes, ordinances, rules, regulations, standards and orders relating thereto.

6.2 Safe practices are to be considered a priority for the performance of this Agreement. The Contractor will comply with all applicable federal, state, and local health and safety requirements including, but not limited to, the Occupational Safety and Health Act of 1970, as amended, the Construction Safety Act of 1969 as amended, and any other applicable statute, ordinance, rule, regulation, standard or order related to the Work. The Contractor will also comply with the requirements of GeoTek's Work Plan for the project.

6.3 The Contractor is solely responsible for the safety of its workers, but has an affirmative obligation to give notice to GeoTek of hazardous situations or practices.

7.0 UTILITIES/PROTECTION OF PROPERTY

Contractor will contact the site owner, as appropriate, and all utility companies for information regarding buried utilities and structures or overhead utilities. Contractor will take reasonable precautions to prevent, and will at its own cost and expense repair, damage to visible or concealed property. To the extent reasonably possible, Contractor will restore the site to the condition existing prior to the Contractor's entry.

8.0 EXTRAS/DELAY

8.1 GeoTek has authority to order in writing the omission or addition of, or change in, Work or material ("Extras"). Fair deductions or increases will be made in sums payable under this Agreement for Extras. No claim for extra compensation on account of Extras may be made by the Contractor unless the Extras are authorized in writing by GeoTek prior to the commencement of the Extras.

8.2 Contractor will give prompt written notice to GeoTek of the need for Extras or for extensions of time.

9.0 GUARANTY

Contractor guarantees all materials and agrees to replace any and all materials adjudged defective during the one (1) year immediately following completion of work or where applicable for any longer period of time provided in any manufactures warranty.

Contractor guarantees all workmanship and agrees to replace at its sole cost and expense and to the satisfaction of GeoTek any workmanship adjudged improperly installed. Contractor will also save, indemnify, and hold harmless GeoTek from and against all liabilities, losses, claims, actions, amounts and damages arising from workmanship adjudged unsatisfactory during the one (1) year immediately following completion of the work.

10.0 LAWS/LICENSES/LIENS

10.1 Contractor is an independent contractor and will comply with all applicable federal, state, and local laws, statutes, rules, standards, orders, regulations and ordinances effective where the Work is to be performed under this Agreement, and will pay all costs and expenses connected with compliance; pay all taxes, assessments, and premiums under the Federal Social Security Act or any applicable Federal or State unemployment insurance, disability benefit, old age benefit, or retirement act, all sales and use taxes, all personal property taxes, all transportation taxes, and all

other taxes payable by reason of the Contractor's work; and furnish all necessary reports and information to the appropriate federal, state, and local agencies with respect to all of the foregoing.

10.2 Contractor will furnish at the unit prices or fees stated, all labor, materials, supplies, tools, equipment, and services, including field measurements, necessary to complete the Work specified, pay all costs in connection with the Work as bills become due, indemnify and save harmless GeoTek from claims and mechanics liens on account of the Work including, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by GeoTek to enforce provisions of this section, and furnish GeoTek with satisfactory evidence that Contractor has complied with the preceding Section 10.1.

11.0 SUSPENSION OF WORK

GeoTek may at any time suspend the Work or any part of the work by giving notice to the Contractor. The Work will be resumed by the Contractor within three days after written notice to resume work. GeoTek will reimburse the Contractor for reasonable mobilization/demobilization expense incurred by the Contractor in connection with the Work under this Agreement as a result of the suspension.

12.0 GEOTEK'S REPRESENTATIVES

GeoTek may, at its option, place one or more representatives ("Representatives") at the Work site from time to time. Representatives will not give instructions or orders directly to Contractor's employees or workmen. Representatives will communicate with those persons designated as authorized representatives of Contractor. Representatives will observe Contractor's and other parties' progress, and facilitate communication between GeoTek and Contractor's authorized representative. Representatives will not direct Contractor's operations. The presence on the work site of GeoTek's Representatives will in no manner diminish Contractor's responsibility for proper performance and supervision of the Work in accordance with the terms of this Agreement, including, without limitation, Sections 5.0, 6.0, and 9.0 hereof.

13.0 AUDIT

13.1 Contractor will maintain adequate books, payrolls, and other records satisfactory to GeoTek in connection with any and all work performed hereunder, and retain all books, payrolls, and records for a period of not less than three (3) years after completion of the Work. Contractor's records supporting all labor, material, equipment, travel, and subcontractor charges, and any other charges invoiced, will be in sufficient form to clearly document, support and permit verification by the Representatives, of Contractor charges rendered to GeoTek. Failure to maintain adequate records as described above will be grounds for termination of this Agreement.

13.2 Contractor will permit GeoTek and its duly authorized Representatives to have access at all reasonable times to review or audit the books and records maintained by the Contractor relating to any of the Work performed hereunder.

14.0 TERMINATION

This Agreement may be terminated at any time by GeoTek upon giving __7__ day(s) written notice. If this agreement is terminated by GeoTek, GeoTek agrees to pay Contractor for all costs incurred by Contractor to the date of termination.

15.0 ASSIGNMENT

Neither party may delegate its duties or assign its interest in this Agreement without the written consent of the other party.

16.0 MISCELLANEOUS

16.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work to be performed hereunder.

16.2 Should any part, term, or provision of this Agreement or any document required to be executed pursuant to this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms and provisions hereof will remain in full force and effect and will be in no way invalidated, impaired, or affected thereby.

16.3 If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

16.4 This Agreement will be binding upon and will inure to the benefit of the representatives and successors of the respective parties hereto subject, however, to Section 15.0 hereof.

16.5 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the State of South Dakota.

16.6 Failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement or to exercise any right or option conferred herein in one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option, but the same shall remain in full force and effect. The doing by either party of any act or thing which it is not obligated to do hereunder shall not be deemed to impose upon it any obligation to do any such act or thing in the future or in any way change or alter any provision of this Agreement.

16.7 All notices given or required to be given hereunder shall be in writing and personally delivered or sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. Date of service of such notice shall be the date on which such notice is personally delivered or deposited in the post office or postal mailbox of the United States post office department.

16.8 The headings in this Agreement have been inserted for convenient reference only and shall be ignored in its construction.

16.9 No change, modification or amendment to this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

17.0 ADDENDA

The following addenda are incorporated by referenced in this Agreement:

_____

_____

18.0 ACCEPTANCE

This contract shall be effective on the date that GeoTek signs it.

SIGNATURES

Contractor:	GeoTek
_____	_____
By	By
_____	_____
Title	Title
_____	_____
Date	Date

Appendix C

Asbestos Building Inspection Report

September 21, 2011

Department of Environment & Natural Resources
Groundwater Quality Program
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501

Attn: Ms. Kim McIntosh

Subj: Asbestos Building Survey
Targeted Brownfields Assessment
Former LaBolt School
LaBolt, South Dakota
GeoTek #11-531

Dear Ms. McIntosh:

Introduction

This report presents the asbestos survey recently conducted at the referenced site. The purpose of this work was to identify asbestos containing materials (if present) in the building prior to demolition.

The Environmental Protection Agencies (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP), (40 CFR Part 61, Subpart M) requires building owners to inspect for asbestos containing materials (ACM) in areas of a building where renovation projects, demolitions, and training fires will take place. A material is considered asbestos containing if it contains more than 1% asbestos. EPA also requires the removal of regulated friable ACM and non-friable ACM that may become friable during renovations. Prior to demolition of a building, all regulated friable ACM must be removed from the affected area. In addition, non-friable materials which are in a damaged or significantly damaged condition or are likely to become friable during the process of demolition also must be removed.

General Information

The former LaBolt School property consists of the former school structure and green space on an approximate 0.77 acre parcel of land in LaBolt, South Dakota. The structure has been vacant for a number of years and was owned by private parties since the time of school closure. The Town of LaBolt is the current owner.

Asbestos Survey

The subject property was surveyed for obvious suspected asbestos containing building materials on July 6, 2011. The asbestos survey was conducted in accordance with 29 CFR 1926.1101, 40 CFR Part 61, and applicable federal, state, or local requirements. The survey was conducted by accredited South Dakota asbestos building inspector, Mr. Wes Otheim, CIH. The asbestos survey included identifying friable (dust producing or potentially dust producing under hand pressure) and non-friable asbestos-containing building materials (ACBM) and assessment of types of material on an area-by-area basis. Suspect materials were identified and categorized into three groups: 1) thermal system insulation (T) including pipe, HVAC insulation and fitting insulation; 2) sprayed-on or trowelled-on surfacing material (S) including acoustical plaster, soundproofing, fireproofing, and decorative materials; and 3) miscellaneous materials (M) including ceiling tiles and floor tiles.

The materials were categorized as friable or non-friable. Suspect friable and non-friable materials were sampled. Sampling procedures minimized fiber dispersal and conformed to applicable regulations. Destructive sample methods (making holes to check in enclosed areas for concealed materials) were utilized. There is potential that additional suspect materials could be present within concealed locations such as within walls, below floors, above ceilings, etc. Examples of possible suspect materials that could be encountered include, but are not limited to, insulation of fire doors, interior insulation of flue pipes, transite air duct/conduit/pipes, etc. Insulated pipes may be present within chases, walls or other concealed areas.

Bulk samples of suspect asbestos containing materials were collected on July 6, 2011. The samples were submitted for polarized light microscopy (PLM) analysis. Samples were analyzed by EMC Labs, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) and American Industrial Hygiene Association (AIHA) accredited laboratory. The materials sampled, as well as sample locations, are listed on the attached Table 1. The laboratory analysis reports are attached. Asbestos was detected at greater than 1% in the following materials:

Location	Material	Sample Number	Friable
hallway	9x9 brown floor tile	3	N
SE Room	9x9 brown floor tile	5	N
SE Room	9x9 dark brown floor tile and mastic	6	N
kitchen	vinyl base cove	8	N
SW room	chalkboard adhesive, black	10	N
SW room	chalkboard adhesive, grey	11	N
hallway	wallboard adhesive, black	12	N
gym stage	9x9 brown floor tile and mastic	14	N
gym floor	9x9 beige floor tile	16	N
former coal bin	2" air cell pipe insulation	17	Y
boiler room	boiler insulation	18	Y
boiler room	2" pipe insulation	19	Y
boiler room	mudded fitting on 2" pipe	20	Y

Location	Material	Sample Number	Friable
lower level restroom	4" pipe insulation	22	Y
gymnasium	pipe insulation	25	Y
below E stairs and pile	1" pipe insulation	26	Y
gymnasium	9x9 floor tile and mastic	28	N
gymnasium	9x9 floor tile and mastic	29	N

Conclusions

Bulk samples of suspect asbestos containing materials were collected on July 6, 2011 and submitted for asbestos content analysis. Asbestos was present in several building materials and includes both friable and non-friable items.

Recommendations

Friable asbestos containing materials (i.e. thermal system insulations) must be removed from the structure by a licensed abatement contractor prior to work that would damage or remove the material. The asbestos must be disposed at a permitted facility.

Category I non-friable asbestos containing materials (i.e. resilient flooring, base cove, adhesives) and Category II non-friable asbestos containing materials (other adhesives) may be left in place during demolition, provided removal precautions are taken (i.e. no vehicle or equipment traffic on material) and there is a low probability of it being crumbled, pulverized, or reduced to powder during renovation/demolition. However, we recommend the building and debris be adequately wetted to ensure that no visible emissions occur from asbestos containing debris.

The SD DENR must be notified 10 working days prior to removal of certain quantities of regulated asbestos materials. The identified asbestos containing materials at the subject site exceed regulated quantities, therefore notification is required. The asbestos removal contractor or demolition contractor should be able to fill out and submit the notification form. Rules, regulations, guidelines, and demolition forms can be viewed and downloaded from the SD DENR web page at "http://denr.sd.gov/des/wm/asb/asbhomepage.aspx".

Federal OSHA rules may apply to contractors and employees working with asbestos containing materials. Notification of the existence of suspected and confirmed asbestos building materials is required. Thermal system insulations, spray or trowelled surfacing materials, and asphalt or vinyl flooring must be presumed to contain asbestos in buildings constructed before 1980 unless tested otherwise. For employees such as custodial and maintenance workers, an asbestos awareness course is required in buildings with confirmed or presumed asbestos containing materials.

We recommend that this asbestos survey data be provided to future contractors or employees working in the building (note that if known or suspected asbestos building materials remain in a structure, OSHA rules apply to contractors and employees working with asbestos containing materials). Notification of the existence of suspected and confirmed asbestos building materials is required. For employees such as custodial and maintenance workers, an asbestos awareness course is required in buildings with confirmed or presumed asbestos containing materials. Such persons should take appropriate precautions when disturbing or working with the materials.

Standard of Care

The services performed by GeoTek Engineering & Testing Services, Inc. (GeoTek) on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality under similar budget and time constraints. No other warranty is expressed or implied.

Remarks

We appreciate the opportunity to be of service to you on this project. Please let us know if you have any questions or if we may be of further assistance.

GEOTEK ENGINEERING & TESTING SERVICES, INC.

Tracy A. Michel, PE
Senior Project Manager
SD Asbestos Inspector #4763

cc: Town of LaBolt, PO Box 18, LaBolt, SD 57246 Attn: Mr. Daniel Bergland

Table I: Material Identification Inventory

Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity	Comments
hallway	M	wallboard 1 1/2' x 6' panels	1	N			
hallway	M	ceiling tile 1 1/2' x 4' panels	2	N			
hallway	M	9x9 floor tile brown	3	Y	N	550 SF	
hallway	M	mastic on 9x9 floor tile black	3	Y <1%	N		
SE room	M	2x4 ceiling tile	4	N			
SE room	M	9x9 floor tile brown	5	Y	N	352 SF	

Table I: Material Identification Inventory

Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity		Comments
SE room	M	mastic on 9x9 floor tile black	5	Y 1%	N			
SE room	M	9x9 floor tile dark brown	6	Y	N	352	SF	
SE room	M	mastic on 9x9 floor tile black	6	Y	N	704	SF	
kitchen	M	wall panel	7	N				
kitchen	M	vinyl base cove black/brown	8	Y	N	64	LF	
SE room	S	drywall	9	N				

Table I: Material Identification Inventory

Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity		Comments
SW room	M	chalkboard adhesive black	10	Y	N	40	SF	
SW room	M	chalkboard adhesive grey	11	Y	N	40	SF	
hallway	M	wallboard adhesive black	12	Y	N		SF	
gymnasium	M	wallboard 1 1/2' x 10'	13	N				
gym stage	M	9x9 floor tile brown	14	Y	N	792	SF	
gym stage	M	mastic on 9x9 floor tile black	14	Y	N	792	SF	

Table I: Material Identification Inventory

Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity		Comments
N gym entrance	M	16" x 16" ceiling tile	15	N				
gym floor	M	9x9 floor tile beige/brown	16	Y	N	2170	SF	
gym floor	M	mastic on 9x9 floor tile black	16	Y 1%	N			
former coal bin	T	2" pipe insulation air cell	17	Y	Y	30	LF	
boiler room	T	boiler insulation beige	18	Y	Y	166	SF	
boiler room	T	2" pipe insulation gray	19	Y	Y	40	LF	

Table I: Material Identification Inventory

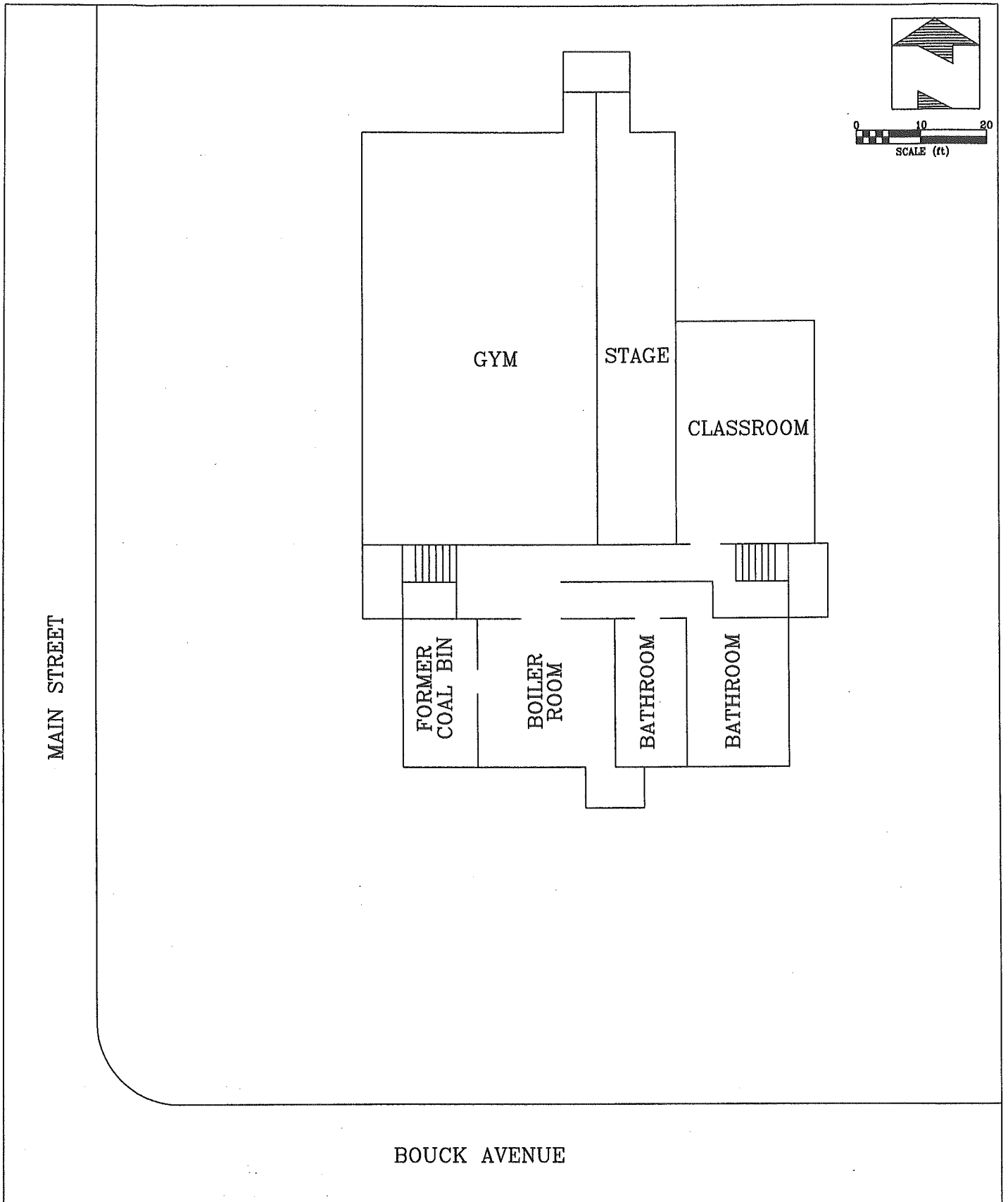
Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity		Comments
boiler room	T	mudded fitting on 2" pipe gray	20	Y	Y	10	EA	
boiler room	S	wall plaster	21	N				
restroom	T	4" pipe insulation gray	22	Y	Y	40	LF	
basement hallway	S	plaster	23	N				
gymnasium (collapsed)	M	built up roofing	24	N				
gymnasium	T	pipe insulation gray	25	Y	Y	100	LF	

Table I: Material Identification Inventory

Former LaBolt School, LaBolt, South Dakota **GeoTek #11-531**

Location	Material Code	Material Description	Sample Number	Asbestos Content	Friability	Estimated Quantity	Comments
below E stairs and pile	T	1" pipe insulation gray	26	Y	Y	100 LF	
East Entrance	M	1x1 ceiling tile	27	N			
gymnasium	M	9x9 floor tile beige/brown	28	Y	N		
gymnasium	M	mastic on 9x9 floor tile black	28	Y	N		
gymnasium	M	9x9 floor tile beige/brown	29	Y	N		
gymnasium	M	mastic on 9x9 floor tile black	29	Y	N		

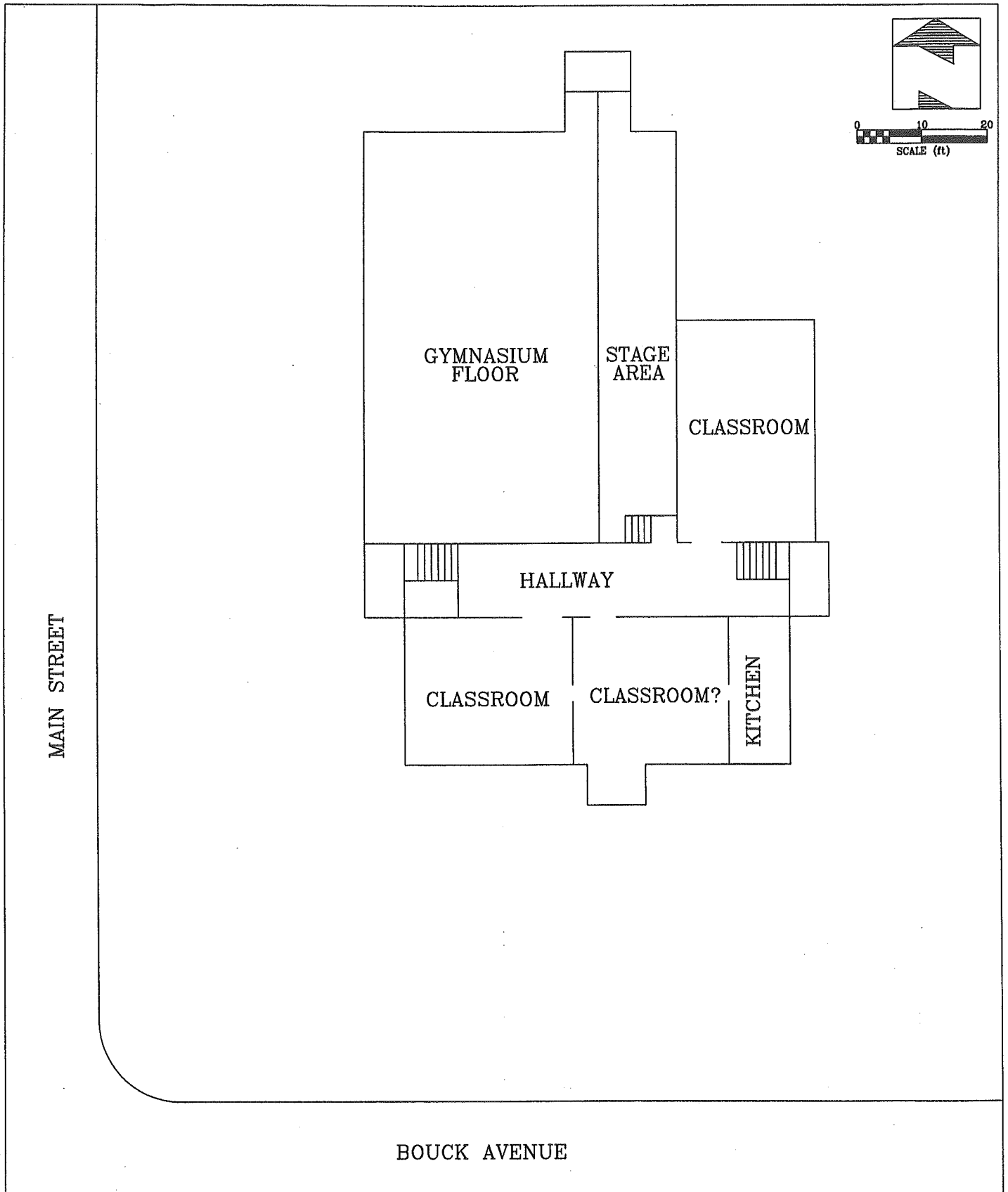


LOWER LEVEL PLAN
FORMER LABOLT SCHOOL
LABOLT, SOUTH DAKOTA
GEOTEK#: 11-531 ACAD\GEOTEK\LINDA\11-531

PROJECT#: 11-531

DRAWN BY: TAB CHECKED BY:

GEOTEK ENGINEERING & TESTING SERVICES, INC.



MAIN FLOOR PLAN
FORMER LABOLT SCHOOL
LABOLT, SOUTH DAKOTA
GEOTEK#: 11-531 ACAD\GEOTEK\LINDA\11-531

PROJECT#: 11-531

DRAWN BY: TAB CHECKED BY:

GEOTEK ENGINEERING & TESTING SERVICES, INC.

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0101905

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	GEOTEK ENGINEERING	Job# / P.O. #:	11-531-4
Address:	909 E. 50TH STREET NORTH	Date Received:	07/11/2011
	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0101905-001 1	HALLWAY	Wallboard, Beige/ Lt. Green	No			Cellulose Fiber	90%
						Gypsum	
						Carbonates	
						Binder/Filler	10%
0101905-002 2	HALLWAY	Ceiling Tile, Beige/ Off White	No			Cellulose Fiber	90%
						Gypsum	
						Carbonates	
						Binder/Filler	10%
0101905-003 3	HALLWAY	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	12%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	88%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	<1%	Cellulose Fiber	1%
						Gypsum	
						Binder/Filler	98%
0101905-004 4	SE RM	LAYER 1 2x4 Ceiling Tile, Yellow	No			Fibrous Glass	97%
						Cellulose Fiber	1%
						Gypsum	2%
		LAYER 2 Coating, White/ Off White	No				
						Carbonates	
						Gypsum	
						Binder/Filler	100%
0101905-005 5	SE RM	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	12%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	88%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	1%	Cellulose Fiber	<1%
						Gypsum	
						Binder/Filler	98%

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	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents	
0101905-006 6	SE RM	LAYER 1 9x9 Floor Tile, Beige/ Dk. Brown	Yes	Chrysotile	12%	Gypsum Quartz Carbonates Binder/Filler	88%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	2%	Gypsum Binder/Filler	98%
0101905-007 7	KITCHEN	LAYER 1 Wall Panel, Beige/ Off White	No			Cellulose Fiber	50%
						Gypsum Binder/Filler	50%
		LAYER 2 Mastic, Yellow	No			Cellulose Fiber	5%
						Gypsum Carbonates Binder/Filler	95%
0101905-008 8	KITCHEN	LAYER 1 Vinyl Base Cove, Black/ Brown	Yes	Chrysotile	12%	Gypsum Quartz Carbonates Binder/Filler	88%
		LAYER 2 Mastic, Yellow	No			Cellulose Fiber	2%
						Gypsum Carbonates Binder/Filler	98%
0101905-009 9	SE RM	Drywall, Beige/ Off White	No			Cellulose Fiber	10%
						Gypsum Carbonates Mica	90%
0101905-010 10	SW RM	Chalkboard Adhesive, Yellow/ Black	Yes	Chrysotile	5%	Non-Fibrous Tremolite	10%
				Tremolite	3%		
						Gypsum Quartz Binder/Filler	82%

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NVLAP#101926-0

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Address:	909 E. 50TH STREET NORTH	Date Received:	07/11/2011
	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents	
0101905-011 11	SW RM	Chalkboard Adhesive, Gray/ Off White	Yes	Chrysotile	10%	Non-Fibrous Tremolite	5%
				Tremolite	3%		
						Gypsum	
						Quartz	
						Binder/Filler	82%
0101905-012 12	HALLWAY	LAYER 1 Wallboard Mastic, Black	Yes	Chrysotile	5%	Non-Fibrous Tremolite	5%
						Gypsum	
						Binder/Filler	90%
		LAYER 2 Wallboard, Beige	No			Cellulose Fiber	95%
						Gypsum	
						Binder/Filler	5%
0101905-013 13	GYM	Wallboard, Beige/ Off White	No			Cellulose Fiber	85%
						Fibrous Glass	5%
						Gypsum	
						Binder/Filler	10%
0101905-014 14	GYM STAGE	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	12%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	88%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	2%		
						Gypsum	
						Binder/Filler	98%
0101905-015 15	N. GYM ENTRANCE	16x16 Ceiling Tile, Beige/ Off White	No			Cellulose Fiber	90%
						Gypsum	
						Binder/Filler	10%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

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Address:	909 E. 50TH STREET NORTH	Date Received:	07/11/2011
	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type	(%)	Non-Asbestos Constituents	
0101905-016 16	GYM	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	12%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	88%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	1%	Cellulose Fiber	<1%
						Gypsum	
						Binder/Filler	98%
0101905-017 17	FMR. COAL BIN	Pipe Insulation, Gray	Yes	Chrysotile	90%		
						Gypsum	
						Carbonates	
						Binder/Filler	10%
0101905-018 18	BOILER RM	Boiler Insulation, Beige	Yes	Chrysotile	75%	Cellulose Fiber	10%
						Gypsum	
						Carbonates	
						Binder/Filler	15%
0101905-019 19	BOILER RM	Pipe Insulation, Gray	Yes	Chrysotile	90%		
						Gypsum	
						Carbonates	
						Binder/Filler	10%
0101905-020 20	BOILER RM	2" Mudded Fitting, Off White/ Gray	Yes	Chrysotile	65%	Cellulose Fiber	10%
						Gypsum	
						Carbonates	
						Binder/Filler	25%
0101905-021 21	BOILER RM	Wall Plaster, Beige	No			Cellulose Fiber	<1%
						Mica	
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	99%
0101905-022 22	RESTRM	4" Pipe Insulation, Off White/ Gray	Yes	Chrysotile	75%		
						Gypsum	
						Carbonates	
						Binder/Filler	25%

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NVLAP#101926-0

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Address:	909 E. 50TH STREET NORTH	Date Received:	07/11/2011
	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents	
0101905-023 23	BASEMENT HALLWAY	LAYER 1 Wall Plaster-Scratch Coat, Beige	No				
						Gypsum	
						Quartz	
						Carbonates	
						Mica	
						Binder/Filler	100%
		LAYER 2 Wall Plaster-Finish Coat, Red/ Black	No				
						Carbonates	
						Gypsum	
						Quartz	
						Binder/Filler	100%
0101905-024 24	GYM	LAYER 1 Felt, Beige/ Black	No			Cellulose Fiber	60%
						Synthetic Fiber	5%
						Gypsum	
						Binder/Filler	35%
		LAYER 2 Tar, Black	No			Cellulose Fiber	5%
						Gypsum	
						Binder/Filler	95%
		LAYER 3 Felt, Beige/ Black	No			Cellulose Fiber	20%
						Synthetic Fiber	5%
						Gypsum	
						Quartz	
						Binder/Filler	75%
		LAYER 4 Tar, Black	No			Cellulose Fiber	3%
						Gypsum	
						Binder/Filler	97%
		PLEASE SEE EMC LABS SAMPLE NUMBER 0101905-030 FOR ADDITIONAL LAYERS					
0101905-025 25	GYM	Pipe Insulation, Gray	Yes	Chrysotile	65%	Synthetic Fiber	10%
						Gypsum	
						Carbonates	
						Binder/Filler	25%

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	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents	
0101905-026 26	BELOW E. STAIRS	LAYER 1 Pipe Insulation, Gray	Yes	Chrysotile	80%		
						Carbonates	
						Gypsum	
						Binder/Filler	20%
		LAYER 2 Pipe Insulation Wrap, Off White	No			Cellulose Fiber	90%
						Gypsum	
						Carbonates	
						Binder/Filler	10%
0101905-027 27	E. ENTRANCE	1" Ceiling Tile, Beige/ Lt. Green	No			Cellulose Fiber	90%
						Gypsum	
						Binder/Filler	10%
0101905-028 28	GYM	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	15%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	85%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	3%	Cellulose Fiber	2%
						Carbonates	
						Gypsum	
						Quartz	
						Binder/Filler	95%
0101905-029 29	GYM	LAYER 1 9x9 Floor Tile, Beige/ Brown	Yes	Chrysotile	15%		
						Gypsum	
						Quartz	
						Carbonates	
						Binder/Filler	85%
		LAYER 2 Mastic, Black Note: Difficult to separate adjacent layers	Yes	Chrysotile	2%	Cellulose Fiber	3%
						Carbonates	
						Gypsum	
						Quartz	
						Binder/Filler	95%

EMC LABS, INC.

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Laboratory Report
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NVLAP#101926-0

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Address:	909 E. 50TH STREET NORTH	Date Received:	07/11/2011
	SIOUX FALLS, SD 57104	Date Analyzed:	07/14/2011
Collected:	07/06/2011	Date Reported:	07/14/2011
Project Name/	LABOLT SCHOOL	EPA Method:	EPA 600/M4-82-020
Address:		Submitted By:	WESLEY C. OTHEIM
		Collected By:	Customer

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0101905-030 24	GYM - ADDITIONAL LAYERS	LAYER 1 Felt, Black	No		Cellulose Fiber	60%
					Synthetic Fiber	5%
					Gypsum Binder/Filler	35%
		LAYER 2 Tar, Black	No		Cellulose Fiber	5%
					Gypsum Binder/Filler	95%
		LAYER 3 Felt, Black	No		Cellulose Fiber	60%
					Synthetic Fiber	5%
					Gypsum Binder/Filler	35%
		LAYER 4 Felt, Black	No		Cellulose Fiber	60%
					Synthetic Fiber	5%
					Gypsum Binder/Filler	35%

Analyst - Kurt Kettler

Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernable layer. All analyses are derived from calibrated visual estimate and measured in weight percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately <1% by weight. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by any entity to claim product endorsement by NVLAP or any agency of the U.S. Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#: 101905
TAT: 3day
Rec'd: JUL 11 A.M.
EMC USE ONLY

COMPANY NAME: GeoTek Engineering & Testing Services, Inc
909 East 50th Street North
Sioux Falls, SD 57104
CONTACT: Wesley C. Otheim
Phone/Fax: (605)335-5512 Fax (605)335-0773
Email: wotheim@geotekeng.com

BILL TO: (If Different Location)
(SAME)

E-MAILED JUL 14 2011

Now Accepting: VISA – MASTERCARD

Price Quoted: $_____ / Sample $_____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required
****Additional charges for rush analysis (please call marketing department for pricing details)
****Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]
3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. **Project Name:** Labolt School
P.O. Number: _____ **Project Number:** 11-531-4

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON	OFF	FLOW RATE
1	1	7-6-11	Wallboard 1 1/2 x 6 Panels - Hallway	Y N			
2	2	7-6-11	Ceiling Tile - 1 1/2 x 4 Panels - Hallway	Y N			
3	3	7-6-11	9" x 9" Floor Tile (Brown) - Hallway	Y N			
4	4	7-6-11	2' x 4' Ceiling Tile - SE Room	Y N			
5	5	7-6-11	9" x 9" Floor Tile (Brown) - SE Room	Y N			
6	6	7-6-11	9" x 9" Floor Tile (DK Brown) - SE Room	Y N			
7	7	7-6-11	Wall Panel - Kitchen	Y N			
8	8	7-6-11	Vinyl Base Cove - Kitchen	Y N			
9	9	7-6-11	Drywall - SE Room	Y N			
10	10	7-6-11	Chalkboard Adhesive (Black) SW room	Y N			
11	11	7-6-11	Chalkboard Adhesive (Grey) SW room	Y N			
12	12	7-6-11	Wallboard Mastic (Black) - Hallway	Y N			
13	13	7-6-11	Wallboard 1 1/2' x 10' - Gym	Y N			
14	14	7-6-11	9" x 9" Floor Tile (Brown) - Gym stage	Y N			
15	15	7-6-11	16" x 16" Ceiling tile - N gym entrance	Y N			

SPECIAL INSTRUCTIONS: Email Results

Sample Collector: (Print) Wesley C. Otheim (Signature)

Relinquished by: Date/Time: 7-8-11 Received by: Diane Federico Date/Time: 7/11/11

Relinquished by: Diane Federico Date/Time: 7/11/11 Received by: Date/Time: 7/11/11

Relinquished by: Date/Time Received by: Date/Time:

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Rev. 09/01/08

Appendix D

Photos

Former LaBolt School
View: ENE
MAY 4 2011

LaBolt School
View: S
MAY 4 2011

LaBolt School
View: NE
MAY 4 2011

LaBolt School
View: N
MAY 4 2011

LaBolt School
View: WNW
MAY 4 2011

Labolt School
View: Inside Gymnasium NE
MAY 4 2011

LaBolt School
View: SE Inside Upper
MAY 4 2011

LaBolt School
View: SW Inside Upper
MAY 4 2011

LaBolt School
View: Inside W
MAY 4 2011