

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **INDOOR AIR TECHNOLOGIES, INC. OF VICTOR, NY**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *FLEET SERVICES DRYWALL INSTALLATION*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Indoor Air Technologies, Inc. bid signed and dated October 24, 2016.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Twenty-Six Thousand Seven Hundred Dollars (\$26,700.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the FLEET SERVICES DRYWALL INSTALLATION.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Fleet Services, and complete the work in accordance with the schedule as noted in the Detailed Specification of the bidding documents.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

**INDOOR AIR TECHNOLOGIES, INC. OF VICTOR, NY**

By \_\_\_\_\_

Date 11/4/16

Title REBECCA S. MERTON, PRESIDENT

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_  
Mayor

Date 11/9/2016

Attest: Rafael Edwards  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

Stacy R. Noshof  
Attorney for the City

Date 11/9/16

**Section 1: Product and Company Identification**

**Product Name**

Gypsum Board Products

**Product Identifiers**

<i>1/2" Gypsum Board – Square Edge</i>	<i>1/2" High Strength Ceiling Board</i>
<i>1/2" Gypsum Board – Tapered Edge</i>	<i>1/4" High Flex® Gypsum Board</i>
<i>1/4" Gypsum Board – Tapered Edge</i>	<i>1/2" Foil Back Gypsum Board</i>
<i>3/8" Gypsum Board – Tapered Edge</i>	<i>5/8" FS Foil Back Gypsum Board</i>
<i>1/2" FS C Gypsum Board</i>	<i>1/2" High Strength LITE Gypsum Board</i>
<i>5/8" Fire-Shield® Gypsum Board</i>	<i>5/8" High Strength Fire-Shield LITE Gypsum Board</i>
<i>5/8" Fire-Shield® C Gypsum Board</i>	<i>5/8" High Strength Fire-Shield LITE 30 Gypsum Board</i>
<i>1/2" Sta-Smooth® Gypsum Board</i>	<i>3/4" Ultra-Shield™ Gypsum Board</i>
<i>1/2" FS C Sta-Smooth® Gypsum Board</i>	<i>1/2" MMR</i>
<i>5/8" FS Sta-Smooth® Gypsum Board</i>	<i>1/2" ThermalFOIL® Gypsum Board</i>
<i>1/2" Durabase® Gypsum Board</i>	<i>Gypsum Board Reclaim</i>
<i>5/16" Durabase® Gypsum Board</i>	

**Other means of identification**

Wallboard, Gypsum Board

**Recommended Use**

Gypsum Board products are designed for specific applications that require properties such as: fire resistance, moisture resistance, abrasion resistance, sag resistance and other properties required for applications in walls and ceiling assemblies. Use per manufacturer's recommendations.

**Restrictions on Use**

Use in well-ventilated area and avoid breathing dust.  
Avoid skin contact.

**Manufacturer/Supplier Details**

National Gypsum Company  
2001 Rexford Road  
Charlotte, NC 28211

**Emergency Telephone Number**

Director Quality Services  
(704) 551-5820 - 24 Hour Emergency Response  
Website: [www.nationalgypsum.com](http://www.nationalgypsum.com)

**Section 2: Hazards Identification**

**United States (US)**

According to OSHA 29CFR 1910.1200 (HCS)

**GHS Classification of the substance or mixture**

Not classified

**GHS Label Elements**

<b>Pictogram</b>	None
<b>Signal Word</b>	None
<b>Hazard Statements</b>	None

**Precautionary Statements**

**Prevention**

Do not breathe dust.  
Use personal protective equipment as required. (See Section 8)  
Use engineering controls and wet methods to minimize dust.

**Response**

If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing.  
If on skin, wash with plenty of soap and water.  
If in eyes, rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.  
Get medical attention if exposed or concerned.

**Storage**

Store material in a cool, dry, ventilated area, away from excessive heat or sunlight.

**Disposal**

Dispose of material in accordance with federal, state, and local regulations

**Section 3: Composition/Information on Ingredients**

Chemical Name	Common name/ Synonym	Identifiers CAS Number	% (weight)	Impurities
Calcium Sulfate Dihydrate	Gypsum	13397-24-5	85-95	Crystalline silica (CAS # 14808-60-7)
Cellulose	Paper Fiber	9004-34-6	5-15	
And may contain:				
Mixture-calcium, aluminum silicates, amorphous silica	Fiberglass, synthetic, vitreous, continuous	65997-17-3	<1	

**Section 4: First-Aid Measures**

**Inhalation** Remove exposed individual to fresh air immediately. If breathing difficulty persists, seek medical attention.  
**Eye contact** Do not rub or scratch eyes. Immediately flush eyes with water for 15 minutes.  
Remove contact lenses (if applicable). Seek medical attention if irritation persists.  
**Skin contact** Flush and wash skin with soap and water. Utilize lotions to alleviate dryness if present.  
Seek medical attention if irritation persists.  
**Ingestion** This product is not expected to be hazardous and no harmful effects are expected upon ingestion of small amounts. Larger amounts may cause abdominal discomfort or possible obstruction of the digestive tract.  
Seek medical attention if problems persist.

**Medical Conditions aggravated by exposure**

Pre-existing upper respiratory and lung diseases such as, but not limited to, bronchitis, emphysema and asthma. Pre-existing skin diseases such as, but not limited to, rashes and dermatitis.

**Section 5: Fire-Fighting Measures**

**Extinguishing Media**

Dry chemical, foam, water, or extinguishing media appropriate for surrounding fire.

**Unusual Fire and Explosion Hazards**

Mixture poses no fire-related hazard.

**Special hazards arising from the mixture**

None known. Above 1450° C, material can decompose and release sulfur dioxide (SO<sub>2</sub>) and oxides of carbon.

**Special Protective Equipment and Precautions for Firefighters**

A SCBA is recommended to limit exposures to combustion products when fighting any fire.

## Section 6: Accidental Release Measures

### Personal precautions, protective equipment and emergency procedures

No special precautions required.

General recommendations:

Wear appropriate Personal Protective Equipment. (See Section 8)

Maintain proper ventilation.

### Environmental precautions

This product does not present an ecological hazard to the environment.

Dispose of in accordance with applicable federal, state, and local regulations.

### Methods and materials for containment and cleaning up

Pick-up larger pieces to avoid a tripping hazard. Return large pieces of damaged/scraped material for recycling. Sweep or vacuum remaining material into a waste container for disposal. Use a light water spray to minimize dust generation. Maintain proper ventilation to minimize dust.

## Section 7: Handling and Storage

### Precautions for safe handling

Avoid breathing dust.

Minimize generation of dust.

Provide appropriate exhaust ventilation at places where dust is formed.

Avoid contact with eyes, skin and clothing.

Wear recommended personal protective equipment when handling. (See Section 8)

### Conditions for safe storage, including any incompatibilities

Store material in a cool, dry, ventilated area, away from excessive heat or sunlight.

Store panels flat to minimize damage and warping.

Do not stack panels too high when storing to minimize the risk of falling.

## Section 8: Exposure Controls/Personal Protection

### Control Parameters

Component	Exposure Limits	
	OSHA PEL (mg/m <sup>3</sup> )	ACGIH TLV (mg/m <sup>3</sup> )
Calcium Sulfate Dihydrate	15 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
Crystalline Silica <sup>1</sup>	$\frac{[(10) / (\%SiO_2+2)]^{(R)}}{[(30) / (\%SiO_2+2)]^{(T)}}$	0.025 <sup>(R)</sup>
Cellulose	15 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
Fiberglas, synthetic, vitreous, continuous	15 <sup>(T)</sup> 5 <sup>(R)</sup>	1 f/cc <sup>(R)</sup>

T- Total Dust R-Respirable Dust

1-Present as an impurity in raw materials

### Exposure Controls

#### Appropriate Engineering Controls

Work/Hygiene Practices: Utilize methods to minimize dust production. Utilize wet methods, when appropriate, to reduce generation of dust.

Ventilation: Provide local and general exhaust ventilation sufficient to maintain a dust level below the PEL/TLV.

#### Personal Protective Equipment

##### Respiratory Protection

A NIOSH approved particulate respirator is recommended in poorly ventilated areas or if the PEL/TLV is exceeded. OSHA's 29 CFR 1910.134 (Respiratory Protection Standard) must be followed whenever work conditions require respirator use.

##### Eye Protection

Safety glasses or goggles.

##### Skin

Gloves, protective clothing and/or barrier creams may be utilized if conditions warrant.

### Section 9: Physical and Chemical Properties

- (a) **Appearance:** A white/gray gypsum core wrapped with paper. Surface finish will vary with product.
- (b) **Odor:** None
- (c) **Odor threshold:** Not available
- (d) **pH :** ~7
- (e) **Melting point/freezing point:** Not Available
- (f) **Initial boiling point and boiling range:** Not Available
- (g) **Flash point:** Not available
- (h) **Evaporation rate:** Not available
- (i) **Flammability (solid, gas):** Not flammable
- (j) **Upper/lower flammability or explosive limits:** Not available
- (k) **Vapor pressure:** Not available
- (l) **Vapor density:** Not available
- (m) **Relative density:** 2.3 g/cc
- (n) **Solubility(ies):** 2.1 g/L @ 20° C
- (o) **Partition coefficient: n-octanol/water:** Not available
- (p) **Auto-ignition temperature:** Not available
- (q) **Decomposition temperature:** 1450°C
- (r) **Viscosity:** Not available
- (s) **Volatile organic compound (VOC) content:** None

### Section 10: Stability and Reactivity

- (a) **Reactivity:** No data available
- (b) **Chemical stability:** Stable in dry environments
- (c) **Possibility of hazardous reactions:** None known
- (d) **Conditions to avoid (e.g., static discharge, shock, or vibration):** None known
- (e) **Incompatible materials:** None
- (f) **Hazardous decomposition products:** None known. Above 1450° C gypsum will decompose to calcium oxide (CaO), with releases of sulfur dioxide (SO<sub>2</sub>) and various oxides of carbon.

### Section 11: Toxicological Information

#### Information on Toxicological effects

#### Information on likely routes of exposure

- Ingestion** Not a likely route of exposure. May result in obstruction or temporary irritation of the digestive tract.
- Inhalation** Dust may irritate respiratory system. Chronic exposure may result in lung disease. (See below)
- Skin contact** May cause irritation, itching, rash and/or redness, dry skin or dermatitis.
- Eye contact** May cause mechanical irritation.

#### Symptoms related to the physical, chemical and toxicological characteristics

Acute exposure to airborne dust concentrations in excess of the PEL/TLV may result in coughing, dyspnea, wheezing, and a burning irritation of the nose, throat, and upper respiratory tract, along with possible impaired pulmonary function. Chronic exposure to crystalline silica (a naturally occurring contaminant) in the respirable size has been shown to cause silicosis, a debilitating lung disease, and lung cancer.

Continued and prolonged contact may result in dry skin. Contact with dust and/or fiberglass may produce itching, rash and/or redness. Repeated or prolonged exposure may result in dermatitis.

#### Toxicological data

No toxicological data is available for this product. Toxicological information for components of this product listed below.

- Acute toxicity** Gypsum: [OECD TG 420, Fixed dose procedure] Oral LD50 > 2,000-mg/kg b.w. for female rats (Sprague-Dawley)

<b>Skin corrosion/irritation</b>	Gypsum was not irritating to the skin of rabbits at 1, 24, 48 and 72 hours after removal of test patches [OECD TG 404]
<b>Serious eye damage/eye irritation</b>	Not available
<b>Skin sensitization</b>	There is no indication of skin sensitization in guinea pigs [OECD TG 406].
<b>Respiratory sensitization</b>	Not available
<b>Sensitization</b>	Not available
<b>Mutagenicity</b>	No evidence of mutagenicity on Ames Test.
<b>Carcinogenicity</b>	Not available
This product contains crystalline silica (quartz) as a naturally occurring impurity in some of the raw materials. The International Agency for Research on Cancer (IARC) classifies crystalline silica inhaled in the form of quartz or cristobalite from occupational sources as carcinogenic to humans, Group 1. The National Toxicology Program (NTP) classifies respirable crystalline silica as a substance which may be reasonably anticipated to be a carcinogen. OSHA does not regulate crystalline silica as a human carcinogen. Exposures to respirable crystalline silica are not expected during the recommended use of this product. Industrial hygiene monitoring to date has not identified any detectable respirable crystalline silica in dust sampling conducted utilizing recommended application procedures. However, actual levels must be determined by workplace hygiene testing.	
<b>Reproductive effects</b>	Not available
<b>Specific target organ toxicity – single exposure</b>	Not available
<b>Aspiration toxicity</b>	Not available

## Section 12: Ecological Information

- (a) **Ecotoxicity (aquatic and terrestrial, where available):** This product does not present an ecological hazard to the environment.
- (b) **Persistence and degradability:** Unknown
- (c) **Bioaccumulative potential:** Gypsum is a naturally occurring mineral. Biodegradation and/or bioaccumulation potential is not applicable.
- (d) **Mobility in soil:** Unknown
- (e) **Other adverse effects (such as hazardous to the ozone layer):** None known

## Section 13: Disposal Considerations

This material is not considered a hazardous waste. Dispose of according to Local, State, Federal, and Provincial Environmental Regulations.

## Section 14: Transport Information

This product is not a DOT hazardous material  
Shipping Name: Same as product name  
ICAO/IATA/IMO: Not applicable

## Section 15: Regulatory Information

All ingredients are included on the TSCA inventory.

### Federal Regulations

**SARA Title III:** Not listed under Sections 302, 304, and 313

**CERCLA:** Not listed

**RCRA:** Not listed

**OSHA:** Dust and potential respirable crystalline silica generated during product use may be hazardous.

### State Regulations

California Prop 65: Respirable crystalline silica is known to the state of California to cause cancer. Industrial hygiene monitoring during recommended use of this product failed to identify any respirable crystalline silica.

### Canada WHMIS

All components of this product are included in the Canadian Domestic Substances List (DSL).

Crystalline silica: WHMIS Classification D2A



**Section 16: Other Information**

**SDS Prepared by:** National Gypsum Company  
2001 Rexford Road  
Charlotte, NC 28211

**Phone Number:** (704) 551-5820

**Date of Preparation:** April 20, 2015

**Revision indicators and Date**

**Effective Date Change:** 6/1/2015                      **Supersedes:** April 1, 2015  
**Format Changes:** Conforms to OSHA 29CFR 1910.1200 (HCS)

**Key to Abbreviations**

ACGIH	American Conference of Governmental Industrial Hygienists
CAS	Chemical Abstract Services Number
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HCS	Hazard Communications Standard
HMIS	Hazardous Material Identification System
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IMO	International Maritime Organization
NIOSH	National Institute for Occupational Safety and Health
NFPA	National Fire Protection Association
NTP	National Toxicology Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
WHMIS	Workplace Hazardous Materials Information System

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind expressed or implied is made with respect to the information contained herein. This safety data sheet was prepared to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200).

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