

REQUEST FOR QUOTE RESIDENTIAL BUILDING DEMOLITION

City of Fargo

DEMOLITION SPECIFICATIONS

PART 1 DESCRIPTION OF WORK

The work to be done under these Specifications shall include all labor, materials, equipment, and services necessary to complete all demolition work of a structure located at:

916 5 Ave S. FARGO, ND 58103

This project is being funded with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. The primary purpose of this project is to eliminate conditions of blight and hazard. The end use will be affordable housing in partnership with the Cass Clay Community Land Trust. Under this contract, the lot shall be prepared for a single-family house by establishing new water and sewer services to the center of lot upon demolition of existing structures.

Demolition includes a 1.5 story residential structure. See attached photos. ~~A North Dakota Certified Asbestos Abatement Supervisor must be present at all times during handling and disposal activities.~~ Asbestos containing material has been abated prior to demolition. For more information see "Part 3.4 Demolition Requirements Item R: Hazardous Materials."

Project Number:	RFP20167
City Contact:	Karin Flom, Planning & Development
Contact Phone Number:	701-241-1322
Contact Email:	kflom@fargond.gov

PROJECT TIMELINE

Quote Due by 2:00 p.m. on:	November 9, 2020
Notice to Proceed will be given upon issuance of a demo permit	
Demolition of buildings and infill and establishment of new services (i.e., water/sewer) by:	December 31, 2020
Full Completion (i.e., weed-free turf establishment) by:	July 31, 2021

Note: Extensions may be granted upon reasonable requests in writing via email.

PART 2 MATERIAL(S)

Materials are listed in Section 3.4 (L).

PART 3 CONSTRUCTION

3.1. PROTECTION OF EXISTING FACILITIES

Property has been secured with ½" plywood at accessible openings (i.e., ground and main levels). Front door within screened porch is secured by key, **CONTRACTOR MUST ENSURE THAT STRUCTURES ARE VACATED OF PEOPLE AND ANIMALS PRIOR TO INITIATING DEMOLITION.**

The existing driveway is shared with the neighboring house to the west and is not to be demolished. Contractor shall protect the driveway during demolition. The existing fences shared with the neighboring houses to the south, west, and east shall not be demolished and contractor shall protect during demolition.

3.2. OWNERSHIP OF PROPERTY

PROPERTY IS OWNED BY THE CITY OF FARGO.

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the Contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the Contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the Contractor.

3.3. RODENT EXTERMINATION

After the Contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the Contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract.

3.4. DEMOLITION REQUIREMENTS

The Contractor shall be responsible to verify the building dimensions prior to bidding. No change in contract unit price shall be made based on errors in the estimated building footprints. The work under this contract shall consist of the demolition and removal of the existing 1.5 story house including the following elements and special conditions outlined below. The City of Fargo landfill shall be used for non-hazardous waste and debris and all landfill costs shall be excluded from the bid.

- A. Removal of all exterior foundation walls and floors.

- B. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.
- C. Utility lines.
 - 1) Remove storm and/or sanitary sewer lines leading from buildings being demolished to the main sewer line in the street. **DO NOT SEAL OR CAP, ESTABLISH NEW SEWER SERVICE TO THE CENTER OF LOT FOR FUTURE REDEVELOPMENT.**
 - 1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A quote item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side of that sewer, and pumping a sand and cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot long plug, followed by backfilling with the excavated material.
 - 2) The City of Fargo Water Department has already shut off water at the curb box and will have removed water meters from the buildings prior to demolition. The Contractor shall be responsible for removal of all water lines from the building to the main water line in the street. **DO NOT CAP, ESTABLISH NEW WATER SERVICE TO THE CENTER OF THE LOT FOR FUTURE REDEVELOPMENT.**
 - 3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the Contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.
 - 4) Xcel Energy has disconnected gas services.
 - 5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Xcel Energy has disconnected electric service. Xcel Energy will remove meters, poles, overhead wires, and transformers at no cost to the Contractor.
 - 6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company, which will remove poles and overhead wires, at no cost to the Contractor. The Contractor must coordinate with the communication company as required.
 - 7) The Contractor shall arrange removal of any other wires.
 - 8) Maintain and preserve utilities traversing premises as long as same are required.
 - 9) ESTABLISH NEW WATER AND SEWER SERVICES TO THE CENTER OF THE LOT FOR FUTURE SINGLE-FAMILY HOUSE**
- D. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris. **FUEL OIL TANKS AND OTHER HAZARDOUS WASTE MUST BE TRANSPORTED TO THE HOUSEHOLD HAZARDOUS WASTE FACILITY.**
- E. Removal of all concrete basement floors.
- F. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.
- G. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the Contractor will be required to encircle the open area with Site Safety Fencing as described below:
 - Site Safety Fencing. The Contractor shall be responsible for securing the demolition site. The Contractor shall place a five foot (5') high fence, at least six feet (6') back from the excavation slope around the entire perimeter of the basement and foundation

limits. The fence shall be made of metal fence posts and “Tenax Saf-T” snow fence (orange plastic mesh), or approved equal. All open excavation areas shall be secured at the end of each construction day. Safety fencing for each site shall be incidental to the lump sum quote items.

- H. This quote includes the removal of miscellaneous items. It is the responsibility of the Contractor to properly dispose of all excess materials, including bituminous and concrete pavement, miscellaneous pipe and structure removals, concrete curb and gutter, and any other items. Items shall be measured on a unit, area, or lineal foot basis. For pavement removals, the Contractor shall saw-cut the pavement full-depth to provide a straight, vertical edge at the limits of removal within 5 days in advance of placing any new pavement.
- I. Performance of all other incidental work necessary to fully complete the contract.
- J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.
- K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section L and N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a density of 90% unless otherwise specified. The Contractor will have an independent testing agency test the backfill. A minimum of two passing tests at various depths will be taken and furnished to the City. The cost of testing will be incidental to the cost of the project.
- L. Materials: Turf Establishment, Topsoil, Fill, Seeding and Fertilizer, Erosion Control

Turf establishment will consist of permanent seeding and shall be completed in accordance with this section. Seeded areas shall be watered up to two times at the Contractor's expense, as determined by the City. All work necessary to complete the seeding (placing and preparing topsoil, hydromulch, seed mixture, and up to two waterings) shall be incidental.

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a p H between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to quotes. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas (percent by weight shall be plus or minus 5% on all seed types):

<u>Kind of Seed</u>	<u>by Weight</u>	<u>Purity</u>	<u>Germination</u>
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.

Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the City. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.

Dormant fall seeding will be allowed with approval from the Inspector. Typical times or dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

5) Fertilizer. Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof and properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:

Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):

Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is non-toxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydromulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed

6) Temporary Erosion Control. All erosion and pollution control devices shall be incidental to construction. Maintenance of the devices, and removal upon completion of construction, shall be incidental

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

- N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The Contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.
- O. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement.

All trucks hauling demolition debris shall be tarped so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor and collect debris on the haul road associated with the demolition project.

P. Permits, Notifications, & Traffic Control

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

Traffic Control: The Contractor shall furnish and maintain all construction signs, barricades, and barricade weights, traffic marking tape, and warning lights which are needed for the guidance, warning and control of traffic through this project. All traffic control devices shall conform to the state standards. Traffic control devices and operations shall be incidental to construction.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition quote item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo to transport equipment into and out of each site.
- Completing and submitting an Erosion & Sediment Control Permit from the City of Fargo.

Q. Miscellaneous Demolition Removals

A site visit will be necessary to evaluate each location for possible issues or obstacles. All items are to be assessed and addressed in the lump sum quote per property location. Possible items for removal may be: landscaping improvements, sheds, garages, wooden decks, retaining walls, lighting poles, fencing (wood or chain link), playground sets, sandboxes, clothes line posts, underground storage tanks and other miscellaneous items. Miscellaneous demolition removals shall be incidental.

R. Hazardous Materials

A HAZARDOUS MATERIALS SURVEY WAS CONDUCTED BY BRAUN INTERTEC AND IS ATTACHED TO THIS RFQ. THIS HAZARDOUS MATERIALS SURVEY IDENTIFIED ASBESTOS CONTAINING MATERIALS AND MISCELLANEOUS REGULATED WASTE. ABATEMENT OF

ASBESTOS CONTAINING MATERIALS AND UNIVERSAL AND REGULATED WASTES, CARPET, AND MSW IDENTIFIED IN THE HAZARDOUS MATERIALS SURVEY HAS BEEN COMPLETED PRIOR TO DEMOLITION.

NO POTENTIAL RE-USABLE "PAINTED" SURFACES WERE OBSERVED AT THE TIME OF THE HAZARDOUS MATERIALS INSPECTION AND THEREFORE NO LEAD BASED PAINT TESTING WAS CONDUCTED. The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure and debris have been removed and the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor and disposed according to all applicable rules and regulations for lead paint disposal. **ENSURE LEAD DUST IS CONTROLLED BY SPRAYING DOWN AS DEMOLITION OCCURS.**

S. Clearing & Grubbing

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

T. Existing Trees/Tree Removal

The Contractor shall take all appropriate precautions to protect trees that are not designated as trees for removal, including fencing around the tree(s) in the diameter of the tree canopy/below the dripline when possible. All tree removals shall include pulling from the ground and removing the root ball (stump) of all removed trees. In no case will grinding of the root ball be allowed. **NO TREES SHALL BE REMOVED. ANY UNAUTHORIZED TREE TRIMMING, CUTTING OR SIGNIFICANT DAMAGE WILL BE CHARGED TO THE CONTRACTOR AT THE AMOUNT OF TWO HUNDRED DOLLARS (\$250) PER INCH OF TREE SEGMENT REMOVED OR DAMAGED.**

U. Topsoil Stripping

If required, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for rereading on the project shall be piled within the construction limits delineated by the Inspector. If required, permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mow-able stockpile shall be included in the contract price for topsoil stripping.

PART 4 GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

4.2. MEASUREMENT AND PAYMENT

Payment requests shall be submitted to the City as needed for review and approval at least 10 days prior to payment issuance. Any item of work necessary to properly complete the demolition work which is not included in this request shall be considered an incidental item; the cost shall be charged to other items. The City will withhold a retainage in the amount of **EITHER** 1) 5% of the bid amount **OR** 2) the amount quoted for turf establishment; **whichever is greater.** However, the

City may reduce the amount retained upon substantial completion at the discretion of the City. "Fully complete" is defined by weed-free turf establishment as outlined in Part 1, Project Timeline.

Within 10 days of receipt of payment from the City of Fargo, the Contractor shall pay their subcontractors for any undisputed work completed, less the share of the retainage withheld by the City for the work. The Contractor shall attest to this and certify on all pay requests that they have made prompt payments to all their subcontractors and suppliers. Failure to comply with this requirement will be justification for withholding future payments.

4.3. FEDERAL NON-DEBARMENT

This is a federally-funded project. As such, the City is required to ensure contractors or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **PRIOR TO BEING ISSUED THE NOTICE TO PROCEED AND BEFORE RECEIVING PAYMENT, THE CONTRACTOR MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT, OR "SAM.gov" AND BE ELIGIBLE FOR FEDERAL AWARDS.** Registration is free and can be done online at www.sam.gov.

PART 5 LIQUIDATED DAMAGES/EXTRA AND FORCE ACCOUNT WORK

5.1. LIQUIDATED DAMAGES

The City is entitled to the recovery of damages due to the Contractor's failure to complete the work on time. By executing the Contract, the Contractor agrees to the assessment of Liquidated Damages in the amount of \$500 per calendar day that the completion date is not met. The intent of the Contract is that these damages will be used at the discretion of the City in lieu of making a precise determination of actual damages incurred.

5.2. EXTRA AND FORCE ACCOUNT WORK

The Contractor shall notify the City of any potential claims for additional compensation on the basis of extra work prior to commencing such extra work. Extra work items will not be authorized until a change order, extra work order, or supplemental agreement has been fully executed. The City may authorize minor extra work items prior to execution of the change order or extra work order, but only if unit prices for the extra work have been agreed upon in advance of the extra work taking place. Work performed on a Force Account basis will not be permitted except as authorized in writing by the City in advance of the extra work taking place.

PART 6 SUBMITTAL OF QUOTE

6.1. GENERAL INSTRUCTIONS TO CONTRACTORS

Refer to attached "General Instructions to Contractors".

6.2 QUOTE & SIGNATURE FORM

Complete attached Quote & Signature Form.

PHOTOS



GENERAL INSTRUCTIONS TO CONTRACTORS

IB-1. **EXAMINATION OF REQUEST FOR PROPOSAL**. Before submitting a quote, all Contractors shall examine the complete Request for Proposal packet.

IB-2. **DETERMINATION OF NON-RESPONSIBLE CONTRACTOR**. Contracts will not be awarded to any Contractor or Contractor who is determined to be not responsible by the City Commission of the City of Fargo.

A Contractor may be determined to be a non-responsible Contractor for any one or more of the following reasons:

1. Inadequate financial resources to perform the Contract;
2. Inadequate experience, organization, or technical resources to perform the Contract;
3. Uncompleted work which the City of Fargo (the "City") determines might hinder or prevent prompt completion of additional work;
4. Default under previous or existing Contracts;
5. Failure to repay monies due the City resulting from overpayments;
6. Unsatisfactory performance on previous work or current contract(s), including but not limited to: (a) Noncompliance with contract requirements, or City's directives; (b) failure to complete work on time; (c) instances of substantial corrective work prior to acceptance; (d) instances of completed work that requires acceptance at reduced pay; and (e) production of non-specification work or materials; and
7. Any other facts or circumstances showing a reasonable likelihood of inability to perform the Contract.

IB-3. **ADDENDA**. Answers to all questions, inquiries, and requests for additional information will be issued only to those obtaining documents. Contractors may, during the quoting period, be advised by addenda of additions, deletions from, or changes to the requirements of the quote documents. The City is not responsible for the authenticity or correctness of oral interpretations of the quote documents or for information obtained through other than addenda. Receipt of addenda shall be considered part of the bid documents.

Questions concerning the Request for Quotes must be made in writing at least forty-eight (48) hours in advance of the time set for quote opening, exclusive of Sundays and legal holidays. The City will respond in writing to all inquiries twenty (20) hours before the time set for quote opening to all Contractors obtaining quote documents. In no event will questions be answered if made within twenty-four (24) hours prior to quote opening.

IB-4. **INVESTIGATION BY CONTRACTORS**. Contractors must satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the location of and the conditions affecting the proposed work and as to the cost thereof. No information derived from maps, plans, specifications, profiles, or drawings, or from verbal statements by any official and/or other representative of the City, will relieve the Contractor from any risk or from fulfilling all of the terms of the Contract. The accuracy of the Contractor's interpretation of the facts disclosed by any preliminary investigations that may have been made by the City is not guaranteed. The Contractor shall not, at any time, make claims to additional payments or considerations on account of any misunderstanding regarding the nature or amount of the work to be done.

IB-4.1. **Underground Utilities**. Contractors are responsible for damage to any underground or overhead piping, wiring or other utility property, occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or

construction shall locate the previously mentioned underground property by contacting the following: North Dakota One-Call at (800) 795-0555

IB-5. LEGAL CONDITIONS. Contractors are required to comply with the laws of the State of North Dakota and the City of Fargo Municipal Code.

IB-5.1. Federal Taxes. The City is exempt from Federal Tax on the transportation of property, and the Contractor shall not include such taxes.

IB-5.2. State Taxes. The current income clearance number issued by the State Tax Department shall be furnished by the Contractor to the City.

IB-5.3. Addenda Acknowledgement and License Requirements. All quotes must be in a sealed envelope plainly marked with the name and address of the Project, and attached to the outside of the quote envelope must be **A SEPARATE ENVELOPE CONTAINING A LIST OF ALL ADDENDA TO THE PLANS AND SPECIFICATIONS AND AN ACKNOWLEDGEMENT BY THE CONTRACTORS OF RECEIPT OF SUCH ADDENDA, AND THE CONTRACTOR'S LICENSE OR CERTIFICATE OF RENEWAL.**

All Contractors, except Contractors on a municipal, rural, and industrial water supply project authorized for funding under Public Law No. 99-294 [100 Stat. 426; 43 U.S.C. 390a], must be licensed for the full amount of the quote, as required by N.D. Cent. Code Section 43-07-05. A copy of the Contractor's License or Certificate of Renewal thereof, issued by the Secretary of State, must be enclosed in the quote envelope as required under N. D. Cent. Code Section 43-07-12. A Contractor must be the holder of a license at least ten (10) days prior to the date set for receiving quotes to be a qualified Contractors.

No quote may be read or considered if it does not fully comply with these requirements and any deficient quote submitted must be resealed and will be returned to the Contractor immediately.

The City Commission reserves the right to reject any and all quotes and requote the project until a satisfactory quote is received.

IB-6. FORMS OF QUOTE. All quotes must be upon attached Quote & Signature Form. The package must be enclosed in a sealed envelope and deposited with the City Planning Department, identifying the name of the Contractor and its contents. The quote must be signed by the principal or an authorized representative, with such authority properly evidenced.

IB-7. FILLING IN QUOTES. All prices must fully cover all items for which quotes are herein asked. Any quote submitted on items not included in the quote form shall be grounds for rejection of the entire quote.

IB-8. CAUSES OF REJECTION. The City Commission may reject any and all quotes if in its opinion the best interests of the City will be served thereby. Quotes may be considered irregular and may be rejected if:

1. The quote is not properly signed.
2. The Contractor fails to provide any of the required documents.
3. There are unauthorized additions, conditional or alternate quotes, or irregularities of any

kind which may make the Request for Quote incomplete, indefinite, or ambiguous.

4. A price per unit cannot be determined from the quote, except in the case of authorized alternate pay items.
5. It is determined that the unit prices are materially unbalanced to the potential detriment of the City.

IB-9. WITHDRAWALS. A quote may be withdrawn at any time prior to the expiration of the period during which quotes may be submitted by written request of the Contractor, which must be signed in the same manner and by the same person or persons who signed the Quote Form. No quote can be withdrawn thereafter.

~~IB-10. BIDDER'S BOND. Each bid shall be accompanied by a bond to the City. Such bond shall be enclosed in the separate sealed envelope with the Contractor's license and addenda acknowledgement documents. The amount of the bond shall be at least 5% of the amount of the bid.~~

~~Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.~~

IB-11. CONTRACT. The successful Contractor will be required to execute a written Contract within ten (10) days after receiving such Contract for execution. The Contract shall be attached hereto and made a part of these requirements.

A corporation to which a Contract is awarded will, before the Contract is finally executed, if deemed desirable by the City Commission, be required to furnish certificates as to its corporate existence and evidence that the officer signing the Contract is duly authorized to do so on behalf of the corporation.

~~IB-12. CONTRACT BOND. The successful Contractor shall, within ten (10) days or such time as may be fixed by the City Commission for executing the Contract, file a contract bond with the City Auditor in a sum equal to the full amount of the Contract. Said bond shall be executed by the Contractor as principal and a surety company authorized to do business in the State of North Dakota as surety.~~

~~The contract bond shall be made payable to the City and shall be conditioned on the Contractor's full and faithful performance of the work bid. In the event of default, the bond shall be taken and held to be fixed and liquidated damages in favor of the City and the full amount thereof may be recovered from the Contractor and its sureties in an action by the City against them on their bonds. The sufficiency of any bond filed by a Contractor shall be determined by the City Commission at the time of considering bids. If the City Commission shall at any time deem the bond of the Contractor insufficient, either in form or sufficiency of sureties, it may require the successful Contractor to furnish a new bond. Said bond to be approved by the City Commission, within such reasonable time as the City Commission may fix and if the Contractor shall fail to furnish such new bond within the time required after notice to do so, the Contract shall be cancelled and the Contractor's bond shall be liable the same as if the Contractor had failed to perform the Contract.~~

IB-13. PATENTS AND INFRINGEMENTS. The successful Contractor must protect and indemnify the City against any claim or demand for infringements on any patented article, invention, arrangement or appurtenances that may be used in connection with the construction, erection or maintenance of this work.

~~IB-14. INVITATIONS. Contractors are invited to be present at the opening of the quotes.~~

IB-15. ENFORCEMENT OF SPECIFICATIONS. The City will rigidly enforce each and every requirement of the Contract.

IB-16. COMPLIANCE WITH LABOR STANDARDS (DAVIS-BACON ACT) REQUIRED ON CONSTRUCTION PROJECTS FINANCED WITH FEDERAL FUNDS. Contractor must comply with all requirements of the Davis-Bacon Act on applicable projects. Not applicable on sole demolition projects.

IB-17. EQUAL OPPORTUNITY REGULATIONS. Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin and will comply with all employment laws and regulations. Failure to do so may result in termination of the Contract. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

IB-18. COMPLIANCE WITH ENVIRONMENTAL PROTECTION REGULATIONS. Contractors are required to comply with all applicable pollution control and environmental protection regulations.

IB-19. INSURANCE. Contractor shall secure insurance against hazards as enumerated herein. All policies shall be with companies satisfactory to the City and in amount and form as specified.

All certificates of insurance shall be on the form provided herein, and the said certificate shall state that ten (10) days written notice will be given to the City before the policy is cancelled or changed.

No Contractor or Subcontractor will be permitted to start any construction under the terms of the Contract until a certificate of all insurance as required herein is filed with the City.

IB-19.1. Public Liability and Property Damage. Contractor shall provide public liability and property damage insurance against risks resulting from the following:

- A. Operations of Contractor;
- B. Operations of Subcontractors (contingent);
- C. Completed operations;
- D. Contractual Liability (broad form); and
- E. Property damage liability including:
 - 1. Damage due to blasting;
 - 2. Damage due to collapse;
 - 3. Damage to underground facilities; and
 - 4. Broad form property damage:
 - a. Premises and operations
 - b. Contractual

The liability limits of said insurance shall be as follows:

- A. Bodily Injury
 - 1. \$1,000,000 each person
 - 2. \$1,000,000 each occurrence
 - 3. \$2,000,000 aggregate

- B. Property Damage
 - 1. \$1,000,000 each occurrence
 - 2. \$1,000,000 aggregate
 - 3. \$2,000,000 aggregate (property damage auto)

IB-19.2. Automobile Liability. The Contractor shall provide automobile liability insurance covering operation of all vehicles which are either hired, owned, or non-owned as follows:

- A. Bodily Injury
 - 1. \$1,000,000 each person
 - 2. \$1,000,000 each occurrence
- B. Property Damage Liability
 - 1. \$1,000,000 each occurrence

IB-19.3. Workmen's Compensation. The Contractor shall be insured against liability for injury to employees in accordance with the laws of the State of North Dakota. A coverage certificate shall be furnished to the City prior to the commencement of any work.

IB-19.4. Railroad Protective Liability. In the event the contemplated project encroaches on any railroad sufficiently to require permission for construction from the railroad, the successful Contractor will be required to furnish to the railroad a Railroad Protective Liability Insurance Policy in a form acceptable to that railroad.

QUOTE & SIGNATURE FORM

The undersigned agrees that directly following the date of "Notice of Award" of this quote, that they shall execute a Contract. The undersigned further agrees that they will begin work on this project directly following the issuance of the Notice to Proceed and shall complete the work according to the timeline.

PROJECT TIMELINE FOR 916 5 AVE S FARGO DEMOLITION PROJECT

Quote Due by 2:00 p.m. on:	November 9, 2020
Notice to Proceed will be given upon issuance of a demo permit	
Demolition of buildings and infill and establishment of new services (i.e., water/sewer) by:	December 31, 2020
Full Completion (i.e., weed-free turf establishment) by:	July 31, 2021

Note: Extensions may be granted upon reasonable requests in writing via email

In submitting this quote, it is understood that the right is reserved by the City to reject any or all quotes and waive informalities. It is further understood that this quote may not be withdrawn for a period of at least **10 days** from the date of the opening of the quotes, unless otherwise determined by the City.

Contractor's Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Email: _____

ITEM	UNIT	QTY.	UNIT PRICE	TOTAL
Building, Foundation, & Site Demolition at 916 5 Ave S				
Dust Control				
Site Safety Fencing				
Demolition Materials Disposal at Fargo Landfill and HHW	n/a	n/a	\$0.00	\$0.00
Clearing and Grubbing				
Infill				
Turf Establishment				

QUOTES MAY BE SUBMITTED VIA MAIL OR IN-PERSON TO:

Due to COVID-19, we encourage the public to deliver Requests for Proposals in the manner of one of the options listed below, by the due date stated in the proposal:

1. **Mail:** To City of Fargo, Auditor's Office, 225 4th St N, Fargo ND 58102 (Write your project name on the outside of your envelope).
2. **In Person:** Deposit your envelope in the Drop Box located at the entrance of the City Hall employee parking ramp, on 3rd Ave N. (Write your project name on the outside of your envelope).

**QUOTE
TOTAL**

For questions:

City of Fargo
Department of Planning & Development (2nd Floor)
Attn. Karin Flom
225 4 St N
Fargo, ND 58102

NOTE: Non-Collusion Affidavit must be submitted with quote (see attached).

NON-COLLUSION AFFIDAVIT

Submit this page with quote

916 5 Ave S Demolition Project
RFP20167

STATE OF _____

COUNTY OF _____ SS

I, _____, the undersigned, after being
(Name of person signing this affidavit)

first duly cautioned and sworn, do depose and say:

1. I am the representative of and have the authority to make this affidavit for and on behalf of the named entity _____, and that I have
(Name of Entity)
the authority to make this affidavit for and on behalf of said entity, which may be or has been selected as a Contractor/consultant/vendor for the City of Fargo.
2. In connection with this request for quotes, the said entity has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding.
3. To the best of my knowledge and belief, the contents of this request for quotes has not been communicated by the entity or by any of the entity's employees or agents to any person who is not an employee or agent of the entity, and will not be communicated to any person who is not an employee or agent of the entity or the surety prior to the official opening of the quote.
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(Authorized Signatory of Entity)

Pre-Demolition Hazardous Building Materials Inspection Report

916 5 Avenue South
Fargo, North Dakota

Prepared for

City of Fargo



Project B2006865
September 9, 2020

Braun Intertec Corporation

September 9, 2020

Project B2006865

City of Fargo
Karin Flom
225 4th Street North
Fargo, ND 58102

Re: Pre-Demolition Hazardous Building Materials Inspection
916 5 Avenue South
Fargo, North Dakota

Dear Ms. Flom:

The enclosed report provides the results of the Pre-Demolition hazardous building materials inspection conducted on August 14, 2020 of the 916 5th Avenue South, Fargo, North Dakota (site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Proposal QTB124588 dated July 30, 2020 and the Braun Intertec General Conditions.

The following outline provides the structure of the report.

- Scope of Services
- Site Description
- Results
- Discussion
- Limitations

If you have any questions or need further assistance, please call Mark Johnson at 763.486.5187.

Sincerely,

BRAUN INTERTEC CORPORATION



Shawn J. Cazett
Field Scientist IV



Mark Johnson
Principal Scientist

Attachments:
Pre-Demolition Hazardous Building Materials Inspection Report

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Appendices

- A: Table I. Asbestos Building Inspection Results
- B: Table II. Bulk Asbestos Analytical Results
- C: Bulk Asbestos Analysis Reports
- D: Asbestos Inspector Certificate

A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify locations of suspect asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous material.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- Conduct limited LBP testing of potential re-useable components with painted surfaces suspected of containing lead (where applicable). Testing will be accomplished using a Niton X-ray fluorescence (XRF) spectrum analyzer. The Niton is a portable, non-destructive, in-situ test and measurement instrument.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials' current conditions and ACM quantities.
- Generate a final report documenting the sample locations, analysis results, conditions, ACM quantities and recommendations.

B. Site Description

The subject of the inspection is the residential building located at 916 5th Avenue South Fargo, North Dakota. The house is a two level wood structure with a basement. It was constructed in 1922 and encompasses approximately 1,400 square feet. The house is constructed of wood, concrete and concrete block foundation walls. The typical interior finishes included sheetrock/joint compound, floor tile, and vinyl sheet flooring. The exterior of the house has wood siding with an asphalt roof shingle roof system. A small shed that it is on the property is constructed of wood and has an asphalt roofing system. The buildings were vacant and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Twenty-three (23) bulk samples were collected from fifteen (15) homogenous materials on August 14, 2020 and submitted to EMSL Analytical, Inc. a microscopy laboratory that is fully accredited for bulk analysis.

C.1.a. Asbestos-Containing Materials

The following is a summary of building materials found or assumed to contain greater than one percent asbestos (ACM by regulatory definition):

- Texture (white, popcorn), associated with ceilings on the main floor living room contain 5 percent (%) Chrysotile (asbestos)
- 1-inch to 6-inch residual pipe insulation (white fibrous) in the basement contains 50% Amosite and 30% Chrysotile

C.1.b. Non-Asbestos-Containing Materials

The following is a summary of building materials found to contain no asbestos or materials that contain one percent or less asbestos (non-ACM by regulatory definition):

- 12-inch by 12-inch floor tile (white with gray fleck)
- Asphalt shingles
- Boiler insulation
- Caulking associated with window/door
- Chimney breaching
- Glazing (tan), associated with door / window
- Plaster materials, associated with ceilings/walls
- Sheetrock and joint compound
- Sink undercoating (white)
- Underlayment below wood flooring (brown)
- Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment

Refer to Table I in Appendix A, which lists individual functional spaces of the building, the suspect materials identified in that functional space, whether the suspect material was identified by analysis to be ACM, an estimated amount of each suspect material for the functional space, material conditions, assessment categories, and hazard ratings based on subjective observations made by our representatives.

Refer to Table II in Appendix B, which lists the homogenous material sample numbers, sample locations, suspect material descriptions, and the analysis results for each sample. This table summarizes the results from the Bulk Asbestos Laboratory Report, which is attached in Appendix C.

Bulk asbestos analysis was conducted in accordance with U.S. Environmental Protection Agency (U.S. EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

Analysis decision-making protocols were based on compliance with the EPA and North Dakota Department of Environmental Quality (NDDEQ), which consider any XRF result of 1.0 milligram per

square centimeter (mg/cm²) or greater to be LBP. The following is a list of LBPs that were found on the limited building components tested:

- **No potential re-usable “painted” surfaces were observed at the time of the inspection; therefore no LBP testing was conducted**

C.3. Miscellaneous Regulated Waste

A visual inspection for miscellaneous regulated waste materials that require separate handling and disposal prior to disturbance during building demolition was also performed as part of this assessment. The following is a list of items documented at the Site:

C.3.a. Polychlorinated Biphenyls

- Light ballasts

C.3.b. Mercury

- Batteries – smoke detectors
- Electrical Systems – electrical panels, control switches
- Heating – boiler controls, unit heater controls, thermostats, and flame sensors
- Lighting – fluorescent lamps

C.3.c. Chlorofluorocarbons and Hydro chlorofluorocarbons

- Refrigerants – Heating Ventilation Air Conditioning (HVAC) units, air-conditioning unit

C.3.d. Hazardous Waste

- Chemicals – boiler chemicals, paint cans, aerosol paints

C.3.e. Miscellaneous

- | | |
|-----------------------------------|----------------------------|
| ▪ Aerosol spray cans | ▪ Antifreeze |
| ▪ Electronic equipment | ▪ Central air conditioners |
| ▪ Miscellaneous cleaning supplies | ▪ Grease |
| ▪ Silicon spray lubricant | ▪ Motors |
| ▪ Televisions | ▪ Pumps |
| ▪ Water heater | ▪ Refrigerators/freezers |
| ▪ MSW and carpet | |

D. Discussion

D.1. Asbestos

D.1.a. Friable Asbestos-Containing Materials

The following ACM are classified as friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

- 1-inch to 6-inch residual pipe fitting insulation (white fibrous)
- Texture (white, popcorn)

The above friable ACMs were observed to be in good condition at the time of our inspection. These materials should be maintained in good condition to prevent potential exposure to asbestos. Friable ACMs are to be removed prior to disturbance by demolition in accordance with applicable state and federal regulations.

D.2. Miscellaneous Regulated Waste

In the case of building renovation/demolition, any of the miscellaneous regulated waste items listed in Section C.3 that will be disturbed, must be removed prior to disturbance and must be recycled or disposed of in accordance with state and federal guidelines.

E. Limitations


In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Destructive investigation was performed in an attempt to locate hazardous materials in inaccessible areas of the building. However, it was not feasible to inspect 100 percent of these areas. Also, the potential exists for hazardous materials to be found outside the building buried underground. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building demolition, contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous building materials are exposed during their activities they should be sampled and analyzed for content prior to any disturbance.

Braun Intertec will not be liable for any past, existing, or future damage to the roofing systems, the building structures, or the contents of the building.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

F. Inspector Certification

I, the undersigned, do hereby certify that I am an accredited Asbestos Inspector in the State of North Dakota. A photocopy of my current asbestos inspector certificate is attached in Appendix D.

Signature:  Date: 9/9/2020
Shawn Cazett
Field Scientist
North Dakota Department of Environmental Quality Asbestos Inspector No: 4665

Appendix A

Table I. Asbestos Building Inspection Results

Table I. Asbestos Building Inspection Results

Client: City of Fargo

Location: 916 5th Avenue South Fargo, ND

Date of Inspection: 08/14/2020

Project: B2006865

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
Basement	Drywall	No	1	Throughout	ND	0
Basement	Pipe fitting insulation (white fibrous residual)	Yes	2A-C	6 fittings visible	D	4
Basement	Boiler insulation	No	3	3 Ft ²	ND	0
Basement	Chimney breaching	No	4	2 Ft ²	ND	0
Basement	Window glazing	No	5	6 Windows	ND	0
Main floor	Plaster materials	No	6A-E	3,500 Ft ²	ND	0
Main floor Living room	Ceiling texture	Yes	7A-C	450 Ft ²	ND	1
Main floor Kitchen	12-inch by 12-inch floor tile (white with gray fleck)	No	8	130 Ft ²	ND	0
Main floor Kitchen	Sink undercoating (white)	No	9	1 Sink	ND	0
Main floor Living room	Underlayment below wood flooring (brown)	No	10	1,200 Ft ²	ND	0
Main floor Bathroom	Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment	No	11	50 Ft ²	ND	0
Main floor Patio	Window glazing	No	12	3 Windows	ND	0
Second floor	Plaster materials	No	6A-E	1,200 Ft ²	ND	0
Second floor	Underlayment below wood flooring (brown)	No	10	1,000 Ft ²	ND	0
Exterior	Window glazing	No	13	11 Windows	ND	0
Exterior Roof	Asphalt shingles	No	14	1,300 Ft ²	ND	0
Exterior	Caulking on window/door	No	15	40 Lin. Ft.	ND	0

1. Condition of ACM:

ND = Not Damaged

D = Damaged

SD = Significantly Damaged

2. Hazard Category:

0 = No hazard - material does not contain asbestos

1 = ACM with potential for damage

2 = ACM with potential for significant damage

3 = Damaged or significantly damaged asbestos-containing miscellaneous material

4 = Damaged or significantly damaged friable asbestos-containing thermal system insulation

Appendix B

Table II. Bulk Asbestos Analytical Results

Table II. Bulk Asbestos Analytical Results

Client: City of Fargo
Location: 916 5th Avenue South Fargo, ND
Date of Inspection: 08/14/2020
Project: B2006865

Sample No.	Sample Location		Material	Asbestos Content (%) ¹		
1	916 5th ave	Basement	Drywall	N.D. ²		
2A	916 5th ave	Basement	Pipe insulation (residual)	Insulation:	Chrysotile	30
2B	916 5th ave	Basement	Pipe insulation (residual)	Insulation:	Amosite	30
					Chrysotile	50
2C	916 5th ave	Basement	Pipe insulation (residual)	Insulation:	Amosite	30
					Chrysotile	50
3	916 5th ave	Basement	Boiler insulation	N.D.		
4	916 5th ave	Basement	Chimney breaching	N.D.		
5	916 5th ave	Basement	Window glazing	N.D.		
6A	916 5th ave	Main floor Kitchen	Plaster materials	N.D.		
6B	916 5th ave	Main floor Living room	Plaster materials	N.D.		
6C	916 5th ave	Main floor North bedroom	Plaster materials	N.D.		
6D	916 5th ave	Main floor South bedroom	Plaster materials	N.D.		
6E	916 5th ave	Main floor Living room	Plaster materials	N.D.		
7A	916 5th ave	Main floor Living room	Ceiling texture	Texture:	Chrysotile	5
7B	916 5th ave	Main floor Living room	Ceiling texture	Texture:	Chrysotile	5
7C	916 5th ave	Main floor Living room	Ceiling texture	N.D.		
8	916 5th ave	Main floor Kitchen	12-inch by 12-inch floor tile (white with gray fleck)	N.D.		
9	916 5th ave	Main floor Kitchen	Sink undercoating (white)	N.D.		
10	916 5th ave	Main floor Living room	Underlayment below wood flooring (brown)	N.D.		
11	916 5th ave	Main floor Bathroom	Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment	N.D.		
12	916 5th ave	Main floor Patio	Window glazing	N.D.		
13	916 5th ave	Exterior	Window glazing	N.D.		
14	916 5th ave	Exterior	Asphalt shingles	N.D.		
15	916 5th ave	Exterior	Caulking on window/door	N.D.		

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S.EPA.

1. Asbestos content is indicated as an approximate percent by area.

2. N.D. = None Detected

Appendix C

Bulk Asbestos Analysis Reports



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352007818

Customer ID: BRAU50

Customer PO:

Project ID:

Attention: Shawn Cazett

Braun Intertec

11001 Hampshire Avenue South

Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 08/17/2020 1:50 PM

Analysis Date: 08/20/2020

Collected Date:

Project: B2006865

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 352007818-0001	916 5th ave Basement - Drywall	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2A 352007818-0002	916 5th ave Basement - Pipe insulation (residual)	Tan Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile
2B 352007818-0003	916 5th ave Basement - Pipe insulation (residual)	Gray Fibrous Homogeneous		20% Non-fibrous (Other)	30% Amosite 50% Chrysotile
2C 352007818-0004	916 5th ave Basement - Pipe insulation (residual)	Gray Fibrous Homogeneous		20% Non-fibrous (Other)	30% Amosite 50% Chrysotile
3 352007818-0005	916 5th ave Basement - Boiler insulation	White Fibrous Homogeneous	98% Min. Wool	2% Non-fibrous (Other)	None Detected
4-Block 352007818-0006	916 5th ave Basement - Chimney breaching	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-Mortar 352007818-0006A	916 5th ave Basement - Chimney breaching	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 352007818-0007	916 5th ave Basement - Window glazing	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6A-Plaster 352007818-0008	916 5th ave Main floor Kitchen - Plaster materials	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6A-Skim Coat 352007818-0008A	916 5th ave Main floor Kitchen - Plaster materials	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6B-Plaster 352007818-0009	916 5th ave Main floor Living room - Plaster materials	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6B-Skim Coat 352007818-0009A	916 5th ave Main floor Living room - Plaster materials	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6C-Plaster 352007818-0010	916 5th ave Main floor North bedroom - Plaster materials	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6C-Skim Coat 352007818-0010A	916 5th ave Main floor North bedroom - Plaster materials	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6D-Plaster 352007818-0011	916 5th ave Main floor South bedroom - Plaster materials	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6D-Skim Coat 352007818-0011A	916 5th ave Main floor South bedroom - Plaster materials	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/20/2020 15:51:12



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com / minneapolislab@emsl.com>

EMSL Order: 352007818

Customer ID: BRAU50

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6E-Plaster 352007818-0012	916 5th ave Main floor Living room - Plaster materials	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6E-Skim Coat 352007818-0012A	916 5th ave Main floor Living room - Plaster materials	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7A 352007818-0013	916 5th ave Main floor Living room - Ceiling texture	Tan Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
7B 352007818-0014	916 5th ave Main floor Living room - Ceiling texture	Tan Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
7C 352007818-0015	916 5th ave Main floor Living room - Ceiling texture	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Floor Tile 352007818-0016	916 5th ave Main floor Kitchen - 12-inch by 12-inch floor tile (white with gray fleck)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Adhesive 352007818-0016A	916 5th ave Main floor Kitchen - 12-inch by 12-inch floor tile (white with gray fleck)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-Filler 352007818-0016B	916 5th ave Main floor Kitchen - 12-inch by 12-inch floor tile (white with gray fleck)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 352007818-0017	916 5th ave Main floor - Sink undercoating (white)	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
10 352007818-0018	916 5th ave Main floor Living room - Underlayment below wood flooring (brown)	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
11-Vinyl Sheet Flooring 352007818-0019	916 5th ave Main floor Bathroom - Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment	Gray Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
11-Underlayment 352007818-0019A	916 5th ave Main floor Bathroom - Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12 352007818-0020	916 5th ave Main floor Patio - Window glazing	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13 352007818-0021	916 5th ave Exterior - Window glazing	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14-Shingle 352007818-0022	916 5th ave Exterior - Asphalt shingles	Brown/Black Fibrous Heterogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
14-Tar 352007818-0022A	916 5th ave Exterior - Asphalt shingles	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 08/20/2020 15:51:12



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352007818

Customer ID: BRAU50

Customer PO:

Project ID:

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
15	916 5th ave Exterior -	Brown		100% Non-fibrous (Other)	None Detected
	Caulking on	Non-Fibrous			
352007818-0023	window/door	Homogeneous			

Analyst(s)

Daniel Nordland (33)

Rachel Travis, 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. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 08/20/2020 15:51:12

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

07818

Company Name : Braun Intertec Corp		EMSL Customer ID: Brau50	
Street: 11001 Hampshire Ave South		City: Bloomington	State or Province: MN
Zip/Postal Code: 952	Country: USA	Telephone #: 952.995.2000	Fax #:
Report To (Name): Shawn Cazett		Please Provide Results via: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
email Address: scazett@braunintertec.com		Purchase Order Number: N/A	
Client Project ID: B2006865		EMSL Project ID (internal use only):	
State or Province Collected: North dakota		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour* <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 07/14/20	
Sampler's Name: Shawn Cazett		Sampler's Signature:	
Sample #	HA #	Sample Location	Material Description
		See table 2	
Client Sample # (s):		Total # of Samples:	
Relinquished by (Client): Shawn Cazett		Date: 07/17/20	Time: 1:30
Received by (Lab): Alindah DB		Date: 8-17-2020	Time: 1:50 pm
Comments/Special Instructions: if any sample is detected <1%, call for direction with respect to Point Counting for samples reported as <1% SB/IC - test and report all layers plus composite ***DO NOT SEND TO OTHER LABS WITHOUT			

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The Science You Build On.

Table II. Bulk Asbestos Analytical Results

Client: City of Fargo
 Location: 916 5th Ave S Fargo, ND
 Date of Inspection: 08/14/20
 Project: B2006865

Sample No.	Sample Location		Material	Asbestos Content (%) ¹
1	916 5th ave	Basement	Drywall	
2A	916 5th ave	Basement	Pipe insulation (residual)	
2B	916 5th ave	Basement	Pipe insulation (residual)	
2C	916 5th ave	Basement	Pipe insulation (residual)	
3	916 5th ave	Basement	Boiler insulation	
4	916 5th ave	Basement	Chimney breaching	
5	916 5th ave	Basement	Window glazing	
6A	916 5th ave	Main floor	Kitchen	Plaster materials
6B	916 5th ave	Main floor	Living room	Plaster materials
6C	916 5th ave	Main floor	North bedroom	Plaster materials
6D	916 5th ave	Main floor	South bedroom	Plaster materials
6E	916 5th ave	Main floor	Living room	Plaster materials
7A	916 5th ave	Main floor	Living room	Ceiling texture
7B	916 5th ave	Main floor	Living room	Ceiling texture
7C	916 5th ave	Main floor	Living room	Ceiling texture
8	916 5th ave	Main floor	Kitchen	12-inch by 12-inch floor tile (white with gray fleck)
9	916 5th ave	Main floor		Sink undercoating (white)
10	916 5th ave	Main floor	Living room	Underlayment below wood flooring (brown)
11	916 5th ave	Main floor	Bathroom	Vinyl sheet flooring 12-inch by 12-inch pattern (tan) with underlayment
12	916 5th ave	Main floor	Patio	Window glazing
13	916 5th ave	Exterior		Window glazing
14	916 5th ave	Exterior		Asphalt shingles
15	916 5th ave	Exterior		Caulking on window/door

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S.EPA.

1. Asbestos content is indicated as an approximate percent by area.

2. N.D. = None Detected

3. N.A. = Not Analyzed

4. < = Less than

5. Point Count Analysis detected less than 1% asbestos content. When material samples contains less than one percent asbestos and therefore is not considered an ACM in accordance with the EPA, MDH and MPCA regulations.

* Note: The joint compound associated with the sheetrock wallboard system (joint compound, tape, sheetrock) contains <1-2% chrysotile asbestos. The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) consider the entire wallboard system, when determining whether or not it is a Regulated Asbestos-Containing Material (RACM). When the above joint compound is analyzed as a composite sample with the sheetrock wallboard system, the composite sample contains <1% asbestos (verified by Point Count analysis), and therefore is not considered an RACM. The Occupational Safety and Health Administration (OSHA) Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the joint compound would be subject to applicable OSHA requirements for asbestos.