Request for Bids

Asbestos Abatement

Property Address: 448 Main Street, City of Elko New Market

Prepared by:

June 18, 2020

ADVERTISEMENT FOR BID
ASBESTOS ABATEMENT

FOR THE CITY OF ELKO NEW MARKET
SCOTT COUNTY

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Elko New Market at the office of the City Clerk until 1:00 p.m. local time, Tuesday, June 30, 2020, at the Elko New Market City Hall, 601 Main Street, Elko New Market, Minnesota 55054 and will be publicly opened and read at said time and place by representatives of the City of Elko New Market for the asbestos abatement at a residential building located at 448 Main Street in Elko New Market prior to building demolition.

The provisions of Minn. Stat. 16C.285 Responsible Contractor are imposed as a requirement of this contract. All bidders and persons or companies providing a response/submission to the Advertisement for Bids/RFP of the City shall comply with the provisions of the statute.

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted in sealed envelopes with the following clearly inscribed on the outside: **"BID – DO NOT OPEN."**

No bids will be considered unless sealed and filed with the City Clerk of Elko New Market and accompanied by a cash deposit, cashier's check, or certified check, or bid bond made payable to the City of Elko New Market for five percent (5%) of the amount bid, to be forfeited as liquidated damages in the event that the bid be accepted and the bidder fail to enter promptly into a written contract and furnish the required bond.

The Owner reserves the right to reject any and all Bids, waive any informalities in bidding or to accept the Bid or Bids, which best serve the interests of the Owner.

No bids may be withdrawn for a period of ninety (90) days from the date of opening of bids. The City of Elko New Market reserves the right to reject any or all bids.

BY ORDER OF THE CITY COUNCIL

s/s Thomas Terry
City Administrator City Clerk
Elko New Market, MN

PUBLISHED IN THE: New Prague Times, June 18, 2020

BID DOCUMENTS AND SPECIFICATIONS

INFORMATION FOR BIDDERS

The structure is a two story single family home with a concrete block foundation and basement. The walls and roofing structure are wood framed. A hazardous materials and asbestos survey identified asbestos and regulated materials within the structure. A copy of the survey report is attached as Appendix A.

All bidders shall examine all documents and should visit the site to observe existing conditions under which the work is to be performed. They shall record their own investigations relative to the structure of the grounds, existing buildings, obstacles that may be encountered, and any other relevant matters which may affect the work or bid.

No special conditions or contingencies shall be added to the Bid Form by a bidder. Bids shall be signed by the individual if submitted by a sole owner, and all co-partners if submitted by a partnership. Bids submitted by corporations shall state the correct corporate name and the state of incorporation, with the signature of an officer of the corporation authorized to bind the corporation to a contract.

The Bidder shall provide a brief statement of qualifications of his/her asbestos abatement experience related to residential or commercial properties. The City of Elko New Market shall have the right to take such steps, as it deems necessary, to determine the ability of the contractor to perform the work.

All bids must be accompanied by a bond, cashier's check or certified check in an amount equal to five percent (5%) of the amount of the bid, payable to the City of Elko New Market as a guarantee of prompt execution of the contract, in accordance with the Bid Documents and Specifications, and that the **contractor will furnish a bond acceptable to the owner covering performance and payment** if required under Minn. Stat sections 574.26 to 574.32. In the event the successful bidder does not enter into a contract, his/her bond or check will be forfeited to the owner in full amount as liquidated damages.

Bids shall be submitted in an opaque sealed envelope with the words **"BID – DO NOT OPEN"** and the contractor's name and address. Bids should be mailed or delivered to the following address:

Elko New Market City Hall
Attn: City Clerk
601 Main Street
Elko New Market, MN 55054

The City of Elko New Market reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in the bids.

The following is a list of contractor requirements for the abatement project.

Contractor Requirements:

A. Minnesota business licenses or certifications.

B. Ability to meet or accomplish the following specific project requirements:

1. Secure the necessary permits and notifications (at Abatement Contractor's cost) required from State, County, and City governments.

2. Coordinate with the City's demolition contractor regarding the asbestos removal and building demolition schedule.

3. Abatement/removal/disposal of asbestos materials identified in the Regulated Hazardous Materials Survey prior to demolition and/or during demolition as required per State, Federal, local regulations.

4. Furnish to the City all documentation regarding the proper disposal of all removed materials.

5. Limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 7:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

Proposal:
A response to this request for bid (RFB) must outline in detail the manner in which they would work with the City to fulfill City's needs. The outline at a minimum shall address:

A. The designation and location of the bidder's primary contact (one person preferred).

B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the City.

A. The general manner in which work will be performed.

B. A schedule of hourly rates or the separate fixed costs for the asbestos removal, including those for labor, equipment, transportation, disposal, permits and fees required to provide the asbestos containing materials removal and disposal services in accordance with all specifications, terms, and conditions in this RFB.

C. The location to which removed asbestos containing materials will be transported and a description of how that will occur.

D. Bid should include any cost to obtain necessary permits and materials as to provide compliance with the law and this bid.

E. Plan and description of manner of meeting requirements of the Bid.

Schedule:

Bids are due before 1:00 pm, Tuesday, June 30, 2020.

Please email questions to-
dhennen@prosourcetech.com and randerson@prosourcetech.com.

Abatement Timeline - The Work must be completed by July 30, 2020.

SAFETY

The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Minnesota, Department of Labor and Industry, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Minnesota Department of Labor Occupational Safety Standards, as amended.

The Successful Bidder shall observe City ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

POLLUTION CONTROLS

Under the Authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants (NESHAP) on April 6, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions.

Contractors are required under Section 114(a) of the Clean Air Act to allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any omissions.

All demolition must be undertaken in compliance with the applicable provisions of the Clean Air Act and 40 C.F.R. Section 61.22(d). The Successful Bidder is responsible for compliance with NESHAP. The Successful Bidder shall complete and submit "Notification of Intent to Perform a Demolition" form to the NESHAP Asbestos Program of Minnesota Pollution Control Agency and provide a copy to the City. This form must be mailed at least ***10 working days*** prior to undertaking demolition.

INSURANCE

The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker' s Compensation Insurance and Employer' s Liability Insurance as required under the laws of the State of Minnesota.

Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	$2,000,000 each occurrence $2,000,000 aggregate products and completed operations
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	$2,000,000 each occurrence
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Pollution liability insurance:

Bodily Injury:	$2,000,000 each occurrence
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	$2,000,000 each occurrence $2,000,000 each accident
Property Damage:	$2,000,000 each occurrence

BID SUBMITTED PURSUANT TO
THE CITY OF ELKO NEW MARKET
ASBESTOS ABATEMENT

City of Elko New Market
601 Main Street, P.O. Box 99
Elko New Market, MN 55020-0099

The undersigned hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Request for Bid (RFB) and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the RFB in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, and that he/she will take in full payment, the amounts set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

The Successful Bidder agrees that this bid shall be good, may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement substantially in the form attached hereto within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the City and the City may select another proposal for contract.

Pursuant to the Asbestos Abatement of Residential Building request for bids dated June 18, 2020, I submit the following Bid Form as my Company's bid, with the understanding that if my bid, or portion thereof, is accepted, I will execute a written contract with the City of Elko New Market which will embody the terms as outlined in the request for bids substantially in the form attached to the Bid Documents and Specifications.

I will meet all of the requirements and provide all of the services for the amounts listed as outlined in this bid proposal.

Company _____

Address _____

Phone _____

Authorized Agent _____

Signature _____

Title _____

Date

Bid Form for Asbestos Abatement
Residential Property
Elko New Market, MN

The undersigned does declare that this bid complies with all Terms and Conditions as set forth in the Bid Documents dated **June 18, 2020**, and is made without improper connection with any other person making a bid on this work, and is in all respects fair and without collusion or fraud.

The undersign proposes a total lump sum cost detailed below for all labor, equipment, and materials necessary for (1) the removal and disposal of asbestos containing regulated materials (asbestos abatement) at **448 Main Street, Elko New Market, Minnesota** as described in the RFB:

Bid –Asbestos Abatement:

Dollars ($_____)

Attach Additional Information Required under the Bid Document and Specifications.

Contractor Name: _____

Date: _____

Contractor Address: _____

_____

_____

Phone Number: _____

Fax Number: _____

Contact Email Address: _____

I hereby certify that I am authorized to sign as a Representative for the Consultant.

Contractor Signature: _____

Title: _____

BID CHECKLIST

Please submit all of the following with your bid. Incomplete bids will be rejected.

1. Signed bid;

2. Statement of Abatement qualifications and References;

3. Proof of insurance; and

4. A bid bond, cashier's check, or certified check in amount equal to 5% of the bid.

ATTACHMENT A

AGREEMENT

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__, by and between the **CITY OF ELKO NEW MARKET,** a Minnesota municipal corporation ("Owner" or "City") and _____**,** a _____ ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Agreement
B. Request for Bid dated **June 18, 2020** prepared by ProSource Technologies.
C. Contractor's Bid

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. § 16C.285, Subdivision 3, the Responsible Contractor statute if Contract is valued more than $50,000.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract $_____ inclusive of taxes, if any.

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City's _____ prior to review and payment.

B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat.

§ 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual penalty due to the subcontractor.

(2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Elko New Market obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Public Works Director.

5. COMPLETION DATE. The Work must be completed by **July 30, 2020**.

6. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General

Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the

Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional named insured on a primary and non-contributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	$2,000,000 each occurrence $2,000,000 aggregate products and completed operations
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	$2,000,000 each occurrence
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Pollution liability insurance:

Bodily Injury:	$2,000,000 each occurrence
Property Damage:	$2,000,000 each occurrence $2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	$2,000,000 each occurrence $2,000,000 each accident
Property Damage:	$2,000,000 each occurrence

9. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the General Conditions.

B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

(1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

(2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

E. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

F. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver

shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

G. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Scott County.

H. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

I. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

J. Permits and Licenses. The Contractor shall obtain all permits and give all notices necessary and incidental to the completion of the Project.

K. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

OWNER:
CITY OF ELKO NEW MARKET

BY: _____
Joe Julius, Mayor

AND: _____
Thomas Terry, City Administrator/City Clerk

CONTRACTOR:

_____

BY: _____

ITS: _____

LEGEND
Technical Services, Inc.

FINAL REPORT
REGULATED HAZARDOUS MATERIALS SURVEY

448 MAIN STREET
ELKO NEW MARKET, MN 55054

PREPARED FOR:

PROSOURCE TECHNOLOGIES
9219 E. RIVER ROAD
COON RAPIDS, MN 55433

LEGEND NO. 2000301

February 4, 2020

PREPARED BY:

LEGEND TECHNICAL SERVICES, INC.
88 Empire Drive
St. Paul, MN 55103
651/642-1150

LEGEND
Technical Services, Inc.

88 Empire Drive
St. Paul, MN 55103
Tel: 651-642-1150
Fax: 651-642-1239

February 4, 2020

Mr. David Hennen
Prosource Technologies
9219 E. River Road
Coon Rapids, MN 55433

Subject: Regulated Hazardous Materials Survey
448 Main Street
Elko New Market, MN
LEGEND No. 2000301

Dear Mr. Hennen,

LEGEND TECHNICAL SERVICES, INC. (LEGEND) is pleased to submit this report of the regulated hazardous materials survey conducted at 448 Main Street in Elko New Market, MN. The survey was performed on January 23 & 30, 2020.

If you have any questions regarding this report please contact us at (651) 642-1150.

Cordially,

LEGEND TECHNICAL SERVICES, INC.

Corey Campbell, CHMM
MN Asbestos Inspector No. AI3735

LEGEND TECHNICAL SERVICES, INC.

FINAL REPORT
REGULATED HAZARDOUS
MATERIALS SURVEY

448 MAIN STREET
ELKO NEW MARKET, MN 55054

LEGEND No. 2000301

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SECTION 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY
448 MAIN STREET
ELKO NEW MARKET, MN

The following is the final report of the regulated hazardous materials survey conducted at the above address. The survey was performed on January 23 & 30, 2020 with analysis of suspect bulk asbestos materials completed on January 28 & 30, 2020.

A. ASBESTOS CONTAINING MATERIALS

MATERIAL	LOCATION	ASBESTOS CONTENT	APPROXIMATE QUANTITIES
Joint Compound on Gypsum Board Walls and Soffit	Kitchen	2-3% Chrysotile	Kitchen Wall Seams & Fasteners
Exterior Siding	Exterior	10% Chrysotile	1,800 Sq. Ft.
Window Glazing	East & West Living Rooms	2% Chrysotile	2 Windows
Exterior Foundation Waterproofing (Black)	Exterior Foundation	10% Chrysotile	1,200 Sq. Ft.

NOTE: The joint compound on the Kitchen gypsum board walls/soffit was found to be asbestos containing. LEGEND collected a composite sample of the gypsum wall board and joint compound and the material was found to be a non-asbestos containing material with an asbestos content of <1% chrysotile.

See Table #1 in the appendix for further information on samples collected. See Diagrams #1-#6 for sample and material locations.

C. MISCELLANEOUS REGULATED MATERIALS

Miscellaneous regulated materials observed include the following.

MATERIAL	LOCATION	APPROXIMATE QUANTITY
Washing Machine	Basement	1
Furnace	Basement	1
Water Heater	Basement	1
Mercury Bulb Thermostat	Main Floor Hallway	1
Compact Fluorescent Bulbs	Throughout	12
Smoke Alarms	Throughout	6
Air Conditioning Condenser	Exterior	1
Telephone	Hallway	1

SECTION 2

NARRATIVE REPORT

NARRATIVE REPORT
448 MAIN STREET
ELKO NEW MARKET, MN

1.0 INTRODUCTION

The following is the final report of the regulated hazardous materials survey conducted at the above address. Site inspection for LEGEND TECHNICAL SERVICES, INC. was performed by Corey Campbell, certified Minnesota Department of Health (MDH) Asbestos Inspector No. AI3735.

2.0 BACKGROUND INFORMATION

The structure is a two story single family home with a concrete block foundation and basement. Walls and roofing structure are wood framed.

3.0 ASSESSMENT PROCEDURE

3.1 Assessment Survey

A walk-through survey of the structure was performed and samples were collected of materials suspected of containing asbestos. Asbestos samples were collected in a random fashion. In addition, other miscellaneous regulated materials were identified and noted. Refer to Section A of the Executive Summary for a list of asbestos containing materials and Appendix B for a list if miscellaneous regulated materials.

3.2 Methodology

Analysis of Materials for Asbestos

The analysis was performed in accordance with current U.S. Environmental Protection Agency (USEPA) protocols, "Method for the Determination of Asbestos in Bulk Building Materials," EPA 600/R-93/116, 1993 and “Interim Method for the Determination of Asbestos in Bulk Insulation Samples,” EPA-600M4-82-020, Dec. 1982. All reported percentages are by visual estimates. In the case of nonhomogeneous samples, each material or layer is analyzed separately and the reported percentages are based on the total sample as received.

4.0 DISCUSSION

4.1 Asbestos

A total of fifty-one (51) bulk samples were collected. Of the 51 samples collected, six (6) were found to be asbestos containing and one was found to have an asbestos content of <1% asbestos. An asbestos containing material is defined as any material containing greater than (>) 1% asbestos. Materials observed include the following.

4.1.1 Floor Coverings

Floor coverings consisted of non-asbestos containing (non-ACM) 12”x 12” sticky back floor tiles, non-ACM 12”x 12” floor tile with non-ACM adhesive over non-ACM flooring tar paper, non-suspect hardwood flooring over non-ACM paper underlayment and non-ACM ceramic floor tile with non-ACM grout and non-ACM thinset.

4.1.2 Wall Finishes

Wall finishes consisted of non-ACM gypsum wall board with non-ACM joint compound over a non-ACM two coat plaster/wood lathe wall, asbestos containing (ACM) joint compound on non-ACM gypsum board in the kitchen, non-ACM ceramic wall tile with non-ACM grout and non-ACM adhesive along with non-ACM ceramic baseboard with non-ACM grout and non-ACM thinset.

4.1.3 Ceiling Finishes

Ceiling finishes consisted of two types of non-ACM ceiling texture materials, non-ACM gypsum board with non-ACM ceiling texture and a non-ACM base coat plaster.

4.1.4 Roofing/Siding Materials

Roofing materials consisted of five types of non-ACM tar shingles with a non-ACM tar paper underlayment.

Siding materials consisted of ACM siding with non-ACM insulation beneath.

4.1.5 Thermal System Insulation

Thermal system insulation consisted of non-suspect fiberglass insulation.

4.1.6 Miscellaneous Materials

Miscellaneous materials consisted of ACM window glazing.

4.2 Miscellaneous Restricted Waste

See the Executive Summary for a list of miscellaneous restricted waste which will need to be removed and properly disposed of prior to demolition.

5.0 REMARKS

This report represents our findings through sampling, analysis, and visual inspection of materials. Other than this no warranty or guarantee is implied or intended.

Submitted by:

LEGEND TECHNICAL SERVICES, INC.

Corey Campbell, CHMM
MN Asbestos Inspector No. AI3735

Todd Giorgi
Microscopist

SECTION 3

TABLE #1 – PLM BULK SAMPLE RESULTS

LEGEND TECHNICAL SERVICES, INC.

TABLE #1

LEGEND No. 2000301

448 MAIN STREET
ELKO/NEW MARKET, MN

PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
1	2000301-01	Kitchen	12”x 12” Floor Tile (Sticky Back) Tan, Cementitious Homogeneous	None Detected	<1% Cellulose 99% Nonfibrous
2	2000301-02	Kitchen	Floor Tile (Under Subfloor) Tan, Cementitious Homogeneous	None Detected	100% Nonfibrous
3	2000301-03	Kitchen	Associated Floor Tile Adhesive Black, Cementitious Homogeneous	None Detected	10% Cellulose 90% Nonfibrous
4	2000301-04	Kitchen	Associated Tar Paper Flooring Black, Fibrous Homogeneous	None Detected	90% Cellulose 7% Nonfibrous 3% Hair
5	2000301-05	Kitchen	Gypsum Wall Board White, Cementitious Homogeneous	None Detected	5% Cellulose 93% Nonfibrous 2% Glass Fibers
6	**2000301-06**	**Kitchen**	**Associated Wall Board Joint Compound** **White, Cementitious** **Homogeneous**	**2% Chrysotile**	**<1% Cellulose** **97% Nonfibrous**
7	**2000301-07**	**Exterior**	**Siding Panel** **Grey, Cementitious/Fibrous** **Homogeneous**	**10% Chrysotile**	**90% Nonfibrous**
8	2000301-08	1st Floor Hallway	Ceiling Texture White, Cementitious Homogeneous	None Detected	2% Cellulose 93% Nonfibrous 5% Mica

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

TABLE 1 (continued*)*

LEGEND No. 2000301

PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
9	2000301-09	Living Room West	Ceiling Texture White, Cementitious Homogeneous	None Detected	<1% Cellulose 94% Nonfibrous 5% Mica
10	2000301-10	Dining Room	Ceiling Texture White, Cementitious Homogeneous	None Detected	2% Cellulose 90% Nonfibrous 8% Mica
11	2000301-11	Dining Room	Joint Compound (Wall) White, Cementitious Homogeneous	None Detected	100% Nonfibrous
12	2000301-12	Dining Room	Window Glazing White, Cementitious Homogeneous	None Detected	<1% Cellulose 97% Nonfibrous 2% Glass Fibers
13	**2000301-13**	**Living Room West**	**Window Glazing White, Cementitious Homogeneous**	**2% Chrysotile**	**98% Nonfibrous**
14	2000301-14	Living Room East	Window Glazing White, Cementitious Homogeneous	None Detected	100% Nonfibrous
15	2000301-15	Dining Room	Wall Plaster (Top Coat) White, Cementitious Homogeneous	None Detected	<1% Cellulose 99% Nonfibrous
16	2000301-16	Dining Room	Wall Plaster (Base Coat) Grey, Cementitious Homogeneous	None Detected	2% Cellulose 68% Nonfibrous 30% Mica
17	2000301-17	Living Room East	Wall Plaster (Top Coat) White, Cementitious Homogeneous	None Detected	<1% Cellulose 98% Nonfibrous <1% Glass Fibers

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

TABLE 1 (continued)

LEGEND No. 2000301

PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
18	2000301-18	Living Room East	Wall Plaster (Base Coat) Grey, Cementitious Homogeneous	None Detected	2% Cellulose 58% Nonfibrous 40% Mica
19	2000301-19	Bathroom Shower	Ceramic Wall Tile White, Cementitious Homogeneous	None Detected	97% Nonfibrous 3% Glass Fibers
20	2000301-20	Bathroom Shower	Associated Ceramic Wall Tile Grout White, Cementitious Homogeneous	None Detected	100% Nonfibrous
21	2000301-21	Bathroom shower	Associated Ceramic Wall Tile Adhesive White, Cementitious Homogeneous	None Detected	2% Cellulose 98% Nonfibrous
22	2000301-22	Bathroom	Ceramic Base Board Tile White, Cementitious Homogeneous	None Detected	98% Nonfibrous 2% Glass Fibers
23	2000301-23	Bathroom	Associated Ceramic Base Board Grout White, Cementitious Homogeneous	None Detected	<1% Cellulose 98% Nonfibrous <1% Glass Fibers
24	2000301-24	Bathroom	Associated Ceramic Base Board Adhesive Tan, Cementitious Homogeneous	None Detected	3% Cellulose 97% Nonfibrous
25	2000301-25	Bathroom	Ceramic Floor Tile Brown, Cementitious Homogeneous	None Detected	100% Nonfibrous
26	2000301-26	Bathroom	Associated Ceramic Floor Tile Grout Brown, Cementitious Homogeneous	None Detected	<1% Cellulose 99% Nonfibrous

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

TABLE 1 (continued*)*

LEGEND No. 2000301

PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
27	2000301-27	Bathroom	Associated Ceramic Floor Tile Thinset Grey, Cementitious Homogeneous	None Detected	2% Cellulose 97% Nonfibrous <1% Glass Fibers
28	2000301-28	Exterior	Siding Paper Underlayment Black, Fibrous Homogeneous	None Detected	90% Cellulose 5% Nonfibrous 5% Mica
29	2000301-29	Dining Room	Hardwood Floor Paper Underlayment Tan, Fibrous Homogeneous	None Detected	100% Cellulose
30	2000301-30	Bedroom #2	Ceiling Texture White, Cementitious Homogeneous	None Detected	<1% Cellulose 98% Nonfibrous <1% Glass Fibers
31	2000301-31	Bedroom #2	Plaster Ceiling (Base Coat Only) Grey, Cementitious Homogeneous	None Detected	2% Cellulose 95% Nonfibrous 3% Hair
32	2000301-32	Bedroom #3	Ceiling Texture White, Cementitious Homogeneous	None Detected	3% Cellulose 96% Nonfibrous <1% Glass Fibers
33	2000301-33	Bedroom #3	Plaster Ceiling (Base Coat Only) Grey, Cementitious Homogeneous	None Detected	2% Cellulose 96% Nonfibrous 2% Hair
34	2000301-34	Bedroom #2	Gypsum Wall Board White, Cementitious Homogeneous	None Detected	5% Cellulose 93% Nonfibrous 2% Glass Fibers
35	2000301-35	Bedroom #2	Associated Wall Board Joint Compound White, Cementitious Homogeneous	None Detected	100% Nonfibrous

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

TABLE 1 (continued)

LEGEND No. 2000301

PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
36	2000301-36	Bedroom #1	Ceiling Texture White, Cementitious Homogeneous	None Detected	<1% Cellulose 99% Nonfibrous
37	2000301-37	Living Room West	Plaster Wall (Top Coat) White, Cementitious Homogeneous	None Detected	2% Cellulose 98% Nonfibrous
38	2000301-38	Living Room West	Plaster Wall (Base Coat) Grey, Cementitious Homogeneous	None Detected	2% Cellulose 97% Nonfibrous <1% Hair
39	2000301-39	House Roof	Tar Shingle Black, Cementitious/Fibrous Homogeneous	None Detected	75% Nonfibrous 25% Glass
40	2000301-40	House Roof	Tar Paper Underlayment Black, Cementitious/Fibrous Homogeneous	None Detected	80% Nonfibrous 20% Glass Fibers
41	2000301-41	Porch Roof	Tar Shingle (Layer 1) Black, Cementitious/Fibrous Homogeneous	None Detected	30% Cellulose 70% Nonfibrous
42	2000301-42	Porch Roof	Tar Shingle (Layer 2) Black, Cementitious/Fibrous Homogeneous	None Detected	40% Cellulose 60% Nonfibrous
43	2000301-43	Porch Roof	Tar Shingle (Layer 3) Black, Cementitious/Fibrous Homogeneous	None Detected	40% Cellulose 60% Nonfibrou
44	2000301-44	Porch Roof	Tar Shingle (Layer 4) Black, Cementitious/Fibrous Homogeneous	None Detected	30% Cellulose 70% Nonfibrous

< = Less than the number shown

LEGEND TECHNICAL SERVICES, INC.

TABLE 1 (continued*)*

LEGEND No. 2000301

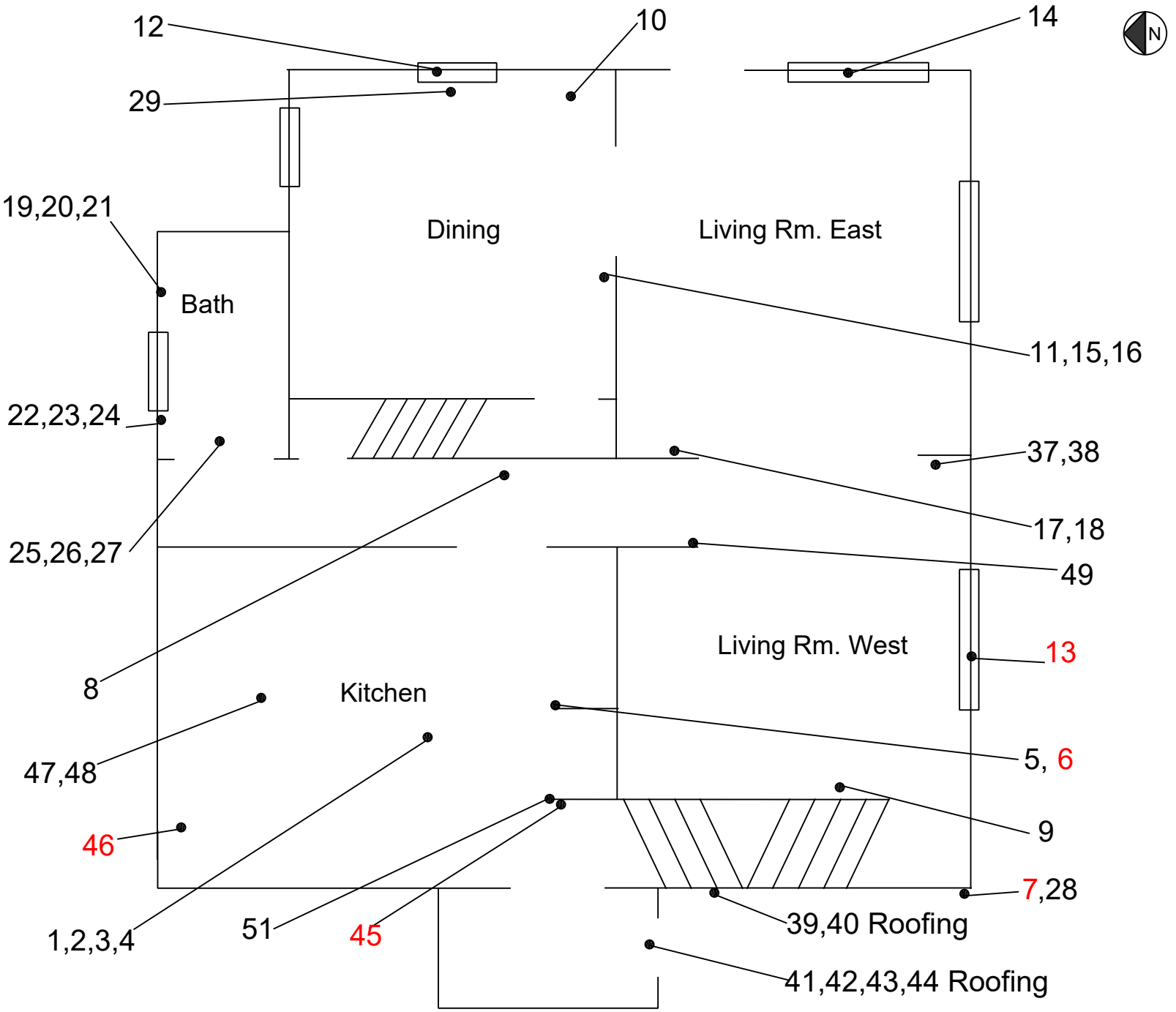
PLM BULK ASBESTOS RESULTS

SAMPLE NO.	LAB NO.	LOCATION	MATERIAL/ PHYSICAL DESCRIPTION	ASBESTOS CONTENT	BALANCE OF MATERIAL
45	**2000301-45**	**Kitchen**	**Joint Compound (Wall) White, Cementitious Homogeneous**	**3% Chrysotile**	**97% Nonfibrous**
46	**2000301-46**	**Kitchen**	**Joint Compound (Wall) White, Cementitious Homogeneous**	**3% Chrysotile**	**97% Nonfibrous**
47	2000301-47	Kitchen	Joint Compound (Ceiling) White, Cementitious Homogeneous	None Detected	2% Cellulose 98% Nonfibrous
48	2000301-48	Kitchen	Wall Board Seam Tape (Ceiling) Tan, Fibrous Homogeneous	None Detected	98% Cellulose 2% Nonfibrous
49	2000301-49	Living Room West	Joint Compound (Wall) White, Cementitious Homogeneous	None Detected	100% Nonfibrous
50	**2000301-50**	**Exterior on Foundation**	**Foundation Waterproofing Black, Cementitious Homogeneous**	**10% Chrysotile**	**2% Cellulose 88% Nonfibrous**
51	2000301-51	Kitchen at Closet Wall	Gypsum Board/Joint Compound Composite White, Cementitious Homogeneous	<1% Chrysotile	2% Cellulose 97% Nonfibrous

< = Less than the number shown

SECTION 3

DIAGRAMS #1 - #6 – ASBESTOS SAMPLE AND MATERIAL LOCATIONS



DRAWINGS NOT TO SCALE

DIAGRAM #1

ASBESTOS SAMPLE LOCATIONS

● = Sample Location

Red indicates asbestos containing material.

SITE: 448 Main Street
Elko/New Market, MN

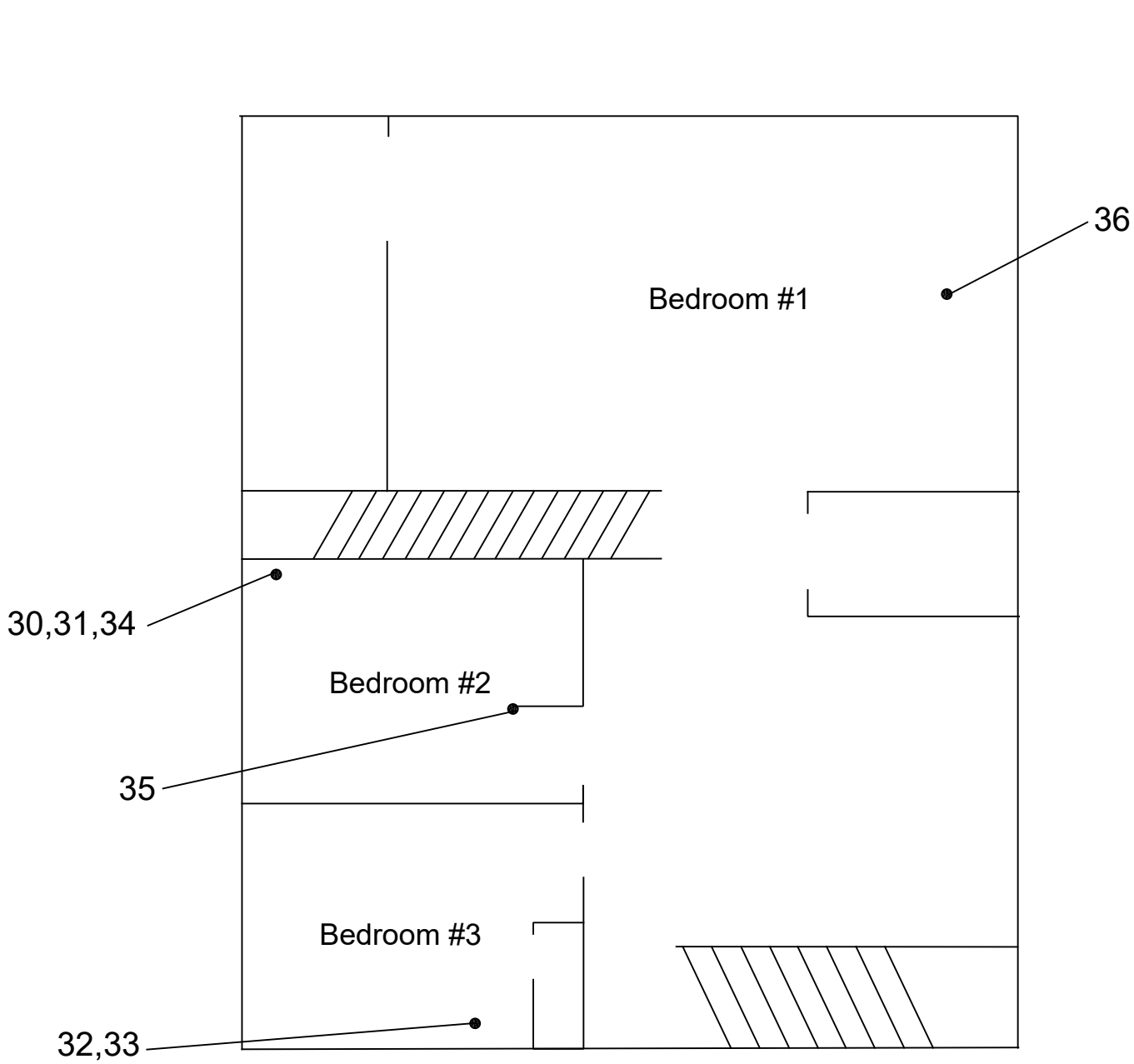
Main Floor

LEGEND No.2000301

Prepared By:

LEGEND Technical Services, Inc.

88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150



DRAWINGS NOT TO SCALE

DIAGRAM #2

ASBESTOS SAMPLE LOCATIONS

● = Sample Location

Red indicates asbestos containing material.

SITE: 448 Main Street
Elko/New Market, MN

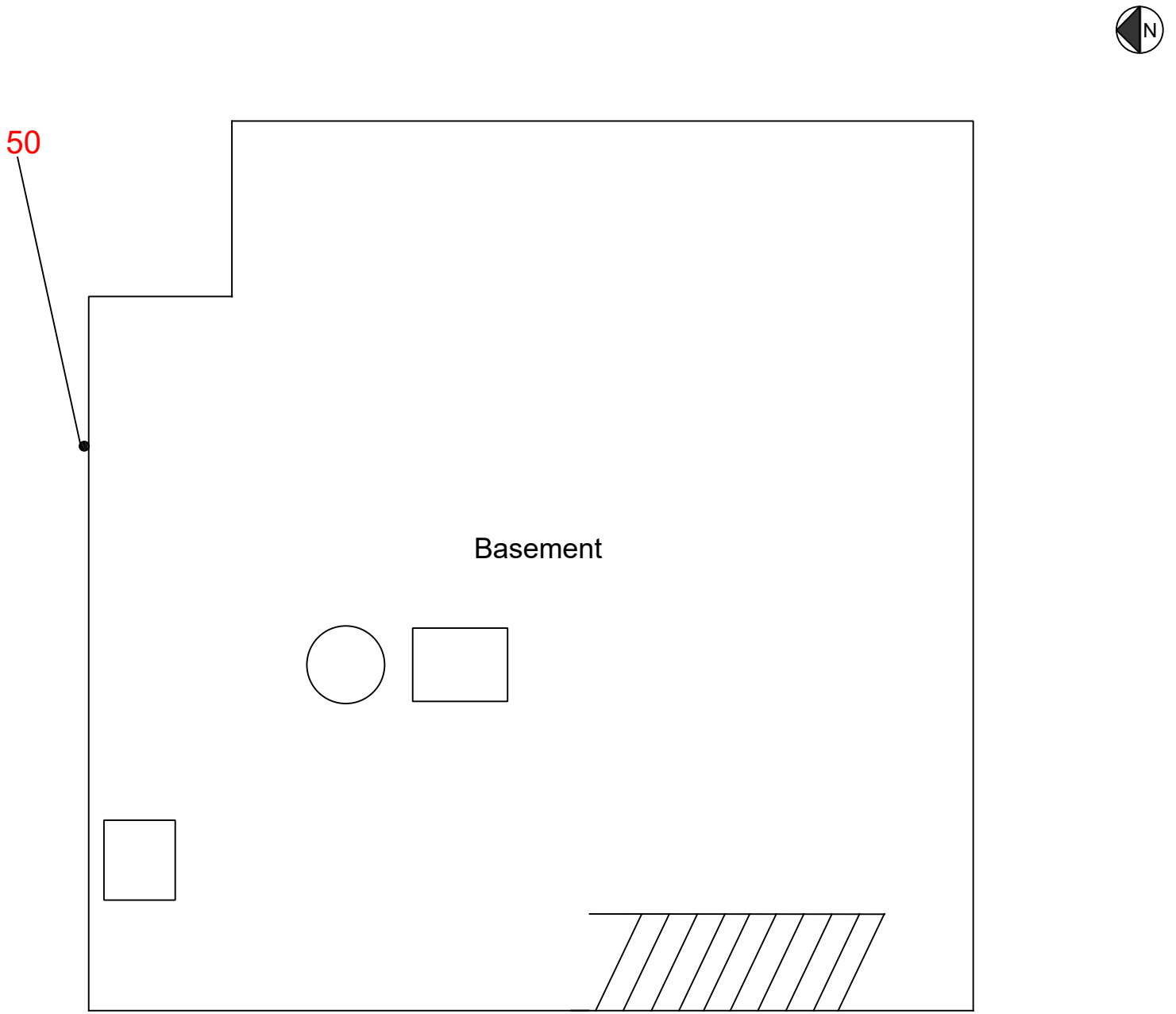
2nd Floor

LEGEND No.2000301

Prepared By:

LEGEND Technical Services, Inc.

88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150



DRAWINGS NOT TO SCALE

DIAGRAM #3

ASBESTOS SAMPLE LOCATIONS

● = Sample Location

Red indicates asbestos containing material.

SITE: 448 Main Street
Elko/New Market, MN

Basement

LEGEND No.2000301

Prepared By:

LEGEND Technical Services, Inc.

88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150

DRAWINGS NOT TO SCALE

DIAGRAM #4

ASBESTOS CONTAINING MATERIAL LOCATIONS

- Asbestos Containing Window Glazing (2 Windows)
- Asbestos Containing Wall/Soffit Joint Compound (Seams and Fastener Areas)
- Asbestos Containing Siding (Approx. 1,800 Sq. Ft. Total)
- Mercury Bulb Thermostat (1 Thermostat)

SITE: 448 Main Street
Elko/New Market, MN

Main Floor

LEGEND No.2000301

Prepared By:
LEGEND Technical Services, Inc.
88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150

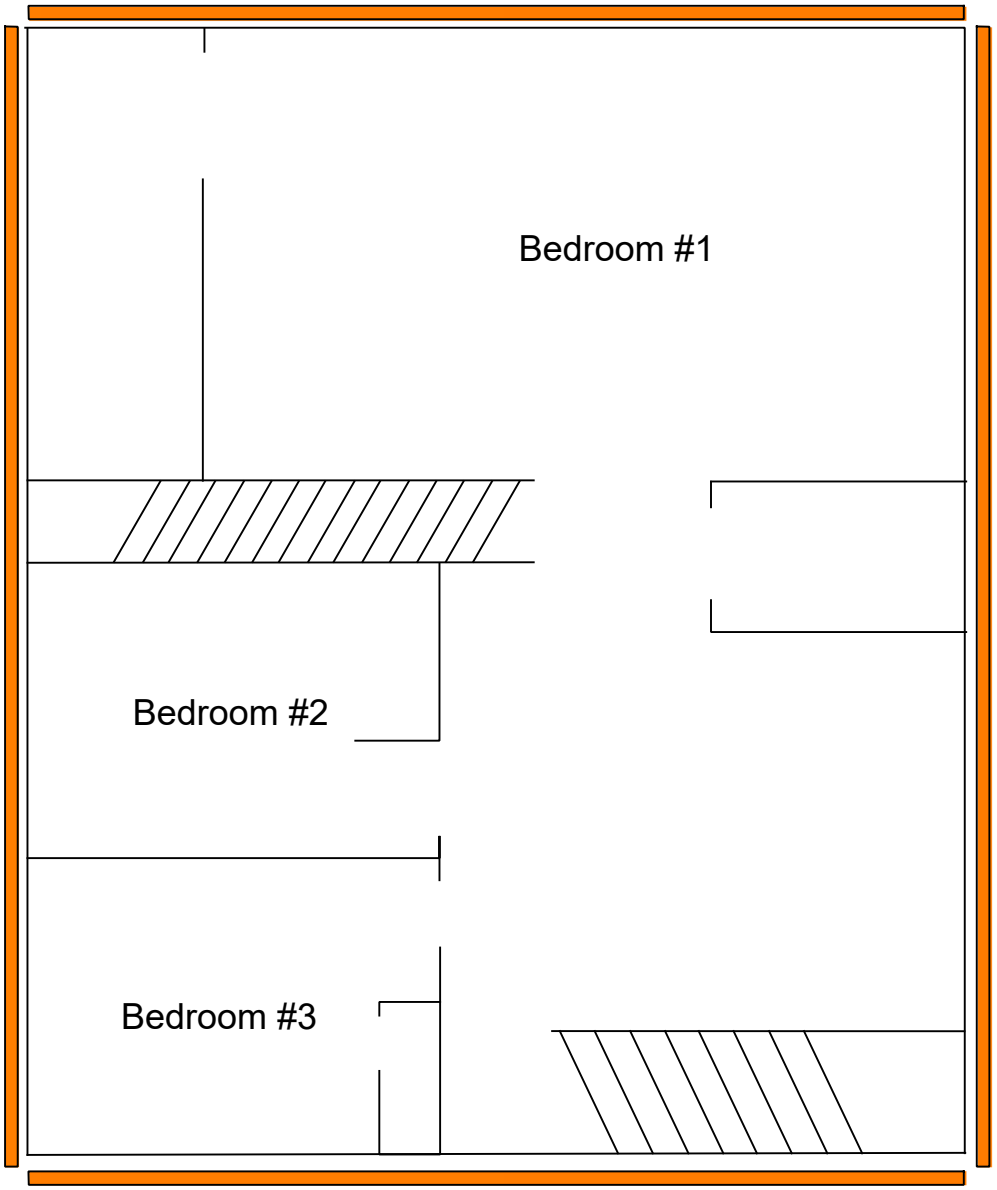


DIAGRAM #5

ASBESTOS CONTAINING MATERIAL LOCATIONS

- Asbestos Containing Siding (Approx. 1,800 Sq. Ft. Total)

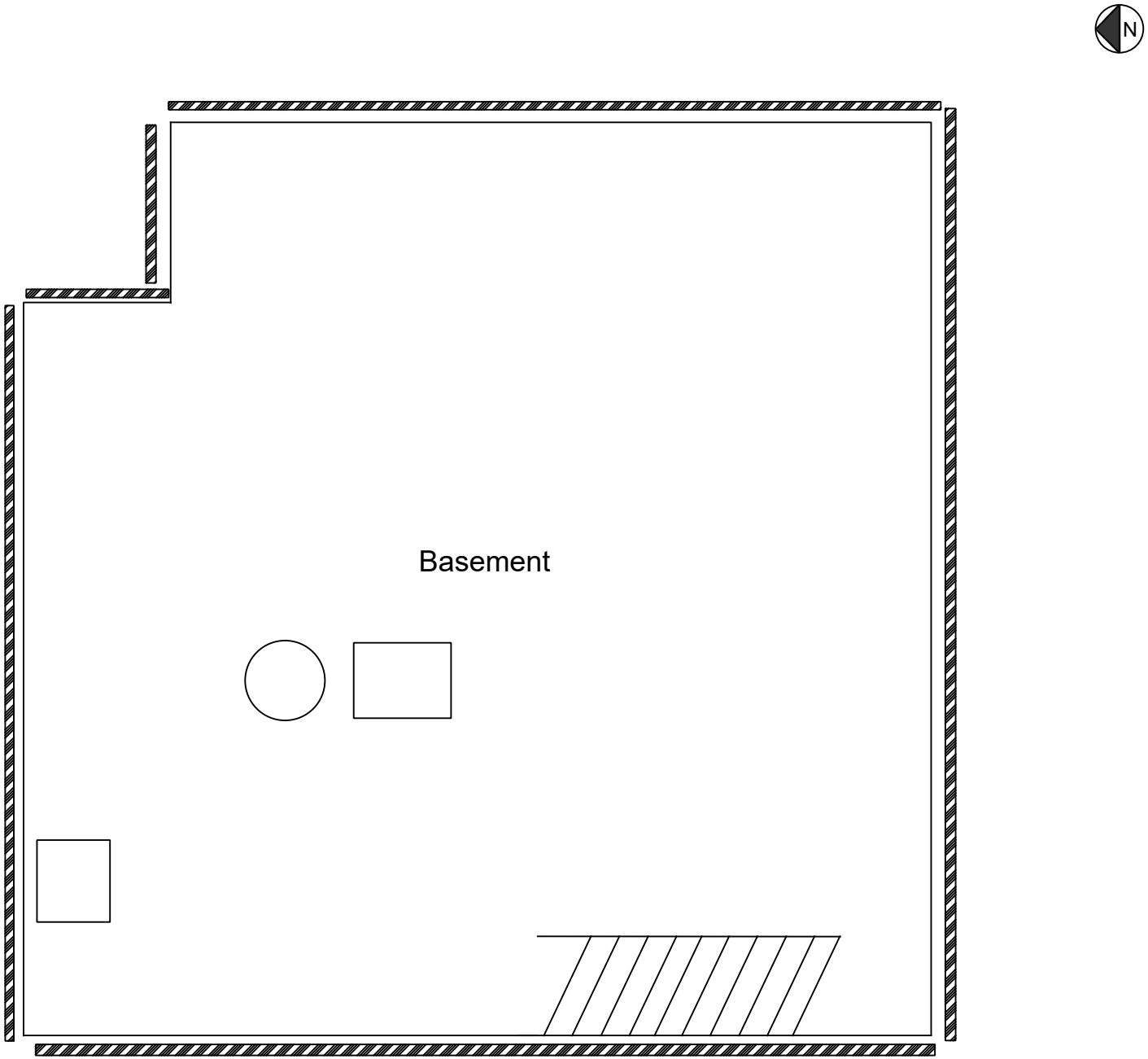
SITE: 448 Main Street
Elko/New Market, MN

2nd Floor

LEGEND No.2000301

Prepared By:
LEGEND Technical Services, Inc.
88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150

DRAWINGS NOT TO SCALE



DRAWINGS NOT TO SCALE

DIAGRAM #6

ASBESTOS CONTAINING MATERIAL LOCATIONS

- Asbestos Containing Sealant on Foundation Exterior (Approx. 1,200 Sq. Ft.)

SITE: 448 Main Street
Elko/New Market, MN

Basement

LEGEND No.2000301

Prepared By:
LEGEND Technical Services, Inc.
88 Empire Drive, St. Paul, MN 55103 Ph. 651.642.1150

SECTION 3

CERTIFICATIONS/ACCREDITATIONS

Certificate No: 5LM06041912IR

Expiration Date: June 4, 2020

This is to certify that

Corey D. Campbell

has attended and successfully completed an

ASBESTOS INSPECTOR REFRESHER TRAINING COURSE

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on June 4, 2019
Examination Date: June 4, 2019

es Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811

Grant J Grassle
Training Instructor

ASBESTOS INSPECTOR
DEPARTMENT OF HEALTH
Certified by:
State of Minnesota
Department of Health
Expires: 06/04/2020
Corey D Campbell
3650 Upper 143rd St W
Rosemount, MN 55068

Director, Env. Health Div.

No. AI3735 Issued: 06/11/2019

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102081-0

Legend Technical Services, Inc.

St. Paul, MN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2019-04-01 through 2020-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary
Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Legend Technical Services, Inc.
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Ms. Cheryl Sykora
Phone: 651-221-4085 Fax: 651-642-1239
Email: csykora@legend-group.com
http://www.legend-group.com

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 102081-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program