City of Sanford, Maine
Office of Community Development
919 MAIN STREET, SANFORD, MAINE 04073
(207) 608-4101

Removal of Identified Asbestos Containing Material
91 Pioneer Avenue Building
Sanford Maine
July 31, 2019

Sir/Madam:

Sealed bids will be received in the office of the City Manager on Wednesday, August 14, 2019 until 11:00 a.m. at which time they will be publicly opened and read aloud on the enclosed specifications for removal of identified asbestos containing material at the 91 Pioneer Avenue building in Sanford Maine.

MANDATORY PRE-BID MEETING AND SITE WALK at 91 Pioneer Avenue on Thursday, August 8, 2019 at 11:00 a.m. Attendance at this meeting by the bidder or his/her qualified representative is a mandatory requirement for acceptance of a bid from that contractor.

The City of Sanford reserves the right to accept or reject any and all bids. Please use a sealed envelope with the when submitting your bid.

Sincerely,

Ian Houseal
Director of Community Development

CITY OF SANFORD, MAINE

REMOVAL OF IDENTIFIED ASBESTOS CONTAINING MATERIAL
91 PIONEER AVENUE BUILDING

BID DATE: Wednesday, August 14, 2019 @ 11:00 AM
PRE-BID: Thursday, August 8, 2019 @11:00 AM

NOTICE TO CONTRACTORS

Bids for the removal of identified Asbestos Containing Materials (ACM) at the 91 Pioneer Avenue, Sanford Maine buildings will be accepted by:

Ian Houseal
Director of Community Development
City Manager's Office, 3rd Floor
City Hall, 919 Main Street
Sanford ME 04073

until **11:00 a.m. on Wednesday, August 14, 2019** at the City Manager's Office at City Hall, Sanford, Maine 04073 at which time bids shall be opened publicly.

SPECIAL NOTICE: Pre-bid meeting and site walk will be at **91 Pioneer Avenue** on **Thursday, August 8, 2019 at 11:00 a.m.** Attendance at this meeting by the bidder or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

1. BID SECURITY

No proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in the amount of **ten (10%) percent** of the bid price, made out in favor of the City of Sanford. The successful bidder **will not** be required to present a 100% Performance and Payment Bond as surety for the performance of the contract.

2. AWARD OR REJECTION OF BIDS

A. The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities prior to the above scheduled time of opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.

B. Award shall be based on the most responsive, advantageous and responsible bid.

3. QUALIFICATION OF BIDDERS

The City may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as City may request. The City reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the owner that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

4. PREPARATION OF PROPOSAL

A. Proposals must be submitted on the actual form furnished herewith. All blank spaces for prices must be filled in, in ink or with word processor.

B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal shall be marked as directed above.

5. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Director of Community Development, Sanford, Maine.

6. OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

7. TIME LINE

The contractor shall prosecute the work continuously until completion. Deadline for complete removal of identified ACM is **20 days from Notice to Proceed**. Designated available date to be determined by the Director of Community Development.

Pre-Bid @ 91 Pioneer Avenue	11:00 a.m. on Thursday, August 8, 2019
Bids Due	11:00 a.m. on Wednesday, August 14, 2019
Notice of Award on or before	Wednesday, August 21, 2019
Notice to Proceed on or before	Wednesday, August 28, 2019
Completion date	Wednesday, September 25, 2019

8. CLAIMS

The City of Sanford will not be held responsible for any damages or injuries arising out of any activity with regard to this project. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the City's satisfaction or process a claim with their insurance carrier.

INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the City of Sanford as additional insured**. Certificate of such insurance shall be filed with the City **within 5 days of Notice of Award.** Notice to Proceed will not be issued until the Certificate of Insurance is filed to the satisfaction of the Director.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of $400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of $400,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of $500,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate, or a combined single limit of $500,000 for each occurrence, including completed operations shall be required.

> *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) days written notice will be mailed to the City."*

9. PAYMENTS

Progress payments shall be made on a monthly basis for work completed based on a percentage of the total project. Contractor shall submit payment requisitions with an estimate on percent of completion. Amount completed to be determined by Director of Community Development.

CITY OF SANFORD, MAINE

REMOVAL OF IDENTIFIED ASBESTOS CONTAINING MATERIAL
91 Pioneer Avenue Building

BID DATE: WEDNESDAY, AUGUST 14, 2019 @ 11:00 AM
PRE-BID: THURSDAY, AUGUST 8, 2019 @11:00 AM

SPECIFICATIONS

PART 1: PROJECT

1.1 SCOPE

Maine Licensed Asbestos Contractor agrees and undertakes to:

A. Prepare and submit a plan to the Maine Department of Environmental Protection (MEDEP) for the removal of identified asbestos containing material according to MEDEP regulations;

B. Remove identified Asbestos Containing Material (ACM) according to applicable regulations, identified ACM found in Appendix A, summarized as **approximately**:

- Silver Coating on Metal Roof
- Transite Siding

C. Package, properly transport, and dispose of identified ACM according to applicable regulations;

D. Conduct clearance inspections and samplings and analyses of the work area as necessary according to MEDEP regulations demonstrating that identified ACM are no longer present in the building; and

E. Provide documentation to the City of the abatement activity including clearance sampling results and disposal documentation.

1.2 GENERAL

F. Determining actual quantities of identified ACM for asbestos abatement bid preparation and abatement purposes is the responsibility of the Contractor at the Contractor's sole cost. Any failure by the Contractor to acquaint themselves with available information will not relieve them from responsibility for estimating properly the difficulties or cost of successfully performing the work. The City is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the City. Laboratory analytical results for sampled suspect ACM associated with the building is found in Appendix A.

G. Conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and material, access to water, electricity or other utilities or otherwise affect performance or required activities is the responsibility of the Contract and at the Contractor's sole cost.

H. Compliance with applicable Maine Department of Environmental Protection (MEDEP), United States Environmental Protection Agency (USEPA), United States Department of Transportation (USDOT), the Occupational Safety and Health Administration (OSHA) regulations, and City of Sanford Code of Ordinance is the responsibility of the Contractor and at the Contractor's sole cost.

I. **Securing all permits from the State of Maine, or the City of Sanford and paying for any fees required with respect to such permit is the responsibility of the contractor and at the Contractor's sole cost;**

J. Securing the work area during the period of work at all times by reasonable means. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Public Works Department a permit for the temporary closing of such streets.

K. **Providing final asbestos abatement clearance inspection and sampling and analysis for the work area is the responsibility of the Contractor and at the Contractor's sole cost.** Clearances will be performed in accordance with MEDEP regulations.

1.3 CLEARANCE DOCUMENTATION

L. The Contractor will provide the following documentation to the City prior to payment:

- Finalized MEDEP Form N (Project Notification) and submitted plan narrative;
- Chronological project log;
- Final inspection and clearance documentation; and
- Asbestos disposal and documentation forms.

PART 2: EXECUTION

2.1 REMOVAL OF IDENTIFIED ACM

A. Perform asbestos abatement work in compliance with applicable State and Federal laws and regulations.

B. The work shall take place in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.

C. Identified ACM will be removed in a safe and orderly way and comply with all State and Federal regulations.

D. Neighbors' areas must be policed every day during the project for any debris on their properties.

E. Once the work is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or acts beyond the contractor's control.

F. Material shall be removed from the site as quickly as possible and not be stored on site.

2.2 CLEAN UP

G. The contractor must exercise proper care in loading so that no waste material is strewed on public streets, neither during loading nor in route to the dumping site.

H. Any material spilled or falling onto a public street or adjacent property will be promptly cleaned up and removed by the Contractor.

I. All debris resulting from the operation under this contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the City.

APPENDIX A:
ASBESTOS DEMOLITION IMPACT SURVEY REPORT
LABORATORY ANALYTICAL RESULTS

Atlantic Environmental Contractors, Inc.
81 East Avenue • Lewiston, ME 04240
Phone: 207-783-1908 • Fax: 207-376-3237
Web: www.aecne.net

Asbestos Demolition Impact Survey Report

91 Pioneer Ave.
Sanford, Maine

Prepared for:
City of Sanford
c/o Ian Houseal

Prepared by:

Frank Perry Frank Perry
Asbestos Inspector # AI-0628 exp. 1/31/2020
Atlantic Environmental Contractors, Inc.
81 East Ave.
Lewiston, Me.

Report date:
July 8, 2019
AEC Project #AEC2135

Atlantic Environmental Contractors, Inc.
81 East Avenue • Lewiston, ME 04240
Phone: 207-783-1908 • Fax: 207-376-3237
Web: www.aecne.net

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1. Executive Summary

The following asbestos demolition impact survey was conducted on June 26, 2019 by Frank Perry; a State of Maine licensed and certified Asbestos Inspector. The structure surveyed was a 2 story single family structure with a cellar.

Prior to commencement of the survey representatives of Atlantic Environmental Contractors, Inc. (AEC) conducted a visual inspection of the interior of the building and developed a site-specific sampling strategy in compliance with the Maine DEP Chapter 425 Regulations.

2. Scope Of Work

The scope of the survey was to identify building materials that potentially contain regulated levels of asbestos prior to demolition of the structure. Materials with greater than 1% asbestos content are considered regulated asbestos containing building materials.

3. Methods and Sampling Strategy

There are typically three types of suspect materials that must be sampled as part of a Demolition/Renovation Impact Survey:

- **Surfacing materials; sprayed or applied by trowel and include fireproofing materials and various plasters. At least three bulk samples of surfacing materials are to be collected from each homogeneous area that was less than 1,000-square feet. Five bulk samples were collected for areas 1,000 to 5,000-square feet and seven bulk samples were collected for areas greater than 5,000-square feet**
- **Thermal system insulation; including boiler cover, pipe cover, and duct insulation were assessed. Any materials are either assumed to be asbestos containing or are sampled as follows; At least three bulk samples of thermal system insulation from each homogenous area or at least one bulk sample from each homogeneous patched area if the section is less than six linear or square feet**
- **Miscellaneous ACM; includes a variety of ceiling tiles, floor tiles, and gypsum board. Sample quantities for miscellaneous ACM follow the same requirements as for the two previously mentioned ACM types.**

The bulk samples were collected with standard sampling protocols, properly packaged and shipped to EMSL Analytical Laboratory South Portland, Maine for analysis by Polarized Light Microscopy (PLM) EPA method 600/R-93/116 and PLM NOB.

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91 Pioneer Ave.

4. Asbestos Sample Results

Ten (10) sample groups were collected of the suspect building materials. The bulk sample analytical results indicate that there are regulated asbestos containing materials that will be impacted by the demolition activities. The sample locations type of materials and analytical results are detailed below.

91 Pioneer Ave., Sanford

Sample #	Location	Description	Asbestos Content
B1A-C	Kitchen Floor	9X9 Floor Tile	<0.25% Chrysotile
B2A-C	Walls and Ceilings Throughout	Plaster	ND
B3A-C	1st Floor Bath floor	Linoleum	0.48% Chrysotile
B4A-C	1st Floor Bath Walls And Ceiling	Textured Material	ND
B5A-C	2nd Floor left B/R Floor	Linoleum	ND
B6A-C	2nd Floor Right Room office/library floor	Linonleum	ND
B7A-C	2nd Floor Right Room Office walls and Ceiling	Textured Material	ND
B8A-C	Cellar Chimney Coating	Chimney coating	ND
B9A-C	Roof	Shingles under metal	ND
B10A-C	Metal Roofing	Silver Roofing Paint	3.0% Chrysotile

Note: ND= None Detected (No asbestos content)

***Transite Exterior Siding was not analyzed and is presumed positive for asbestos**

Atlantic Environmental Contractors, Inc.
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Web: www.aecne.net

22 North St., Sanford

Should inaccessible materials be discovered during the demolition activities they should be assumed positive for asbestos content or sampled by a Licensed Asbestos Inspector prior to
AEC recommends that the identified asbestos containing materials be removed by a State of Maine DEP licensed asbestos abatement contractor utilizing properly trained and certified personnel.

We appreciate the opportunity to assist you with this project, should you have any questions or comments please contact us at (207) 783-1908.

Very Truly,

Frank Perry

Frank Perry
Asbestos Inspector
(AI-0628) Exp. 1/31/2020

Atlantic Environmental Contractors, Inc.
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Web: www.aecne.net

ANALYTICAL RESULTS

EMSL Analytical, Inc.

161 John Roberts Road South Portland, ME 04106
Phone/Fax: (207) 517-6921 / (207) 517-6922
http://www.EMSL.com / portlandlab@emsl.com

EMSL Order ID:	621900929
Customer ID:	ATLN34
Customer PO:	91 Pioneer Ave
Project ID:	

Attn:	Frank Perry Atlantic Environmental Contractors, Inc. 81 East Avenue Rear Lewiston, ME 04240	Phone: Fax: Collected: Received: Analyzed:	(207) 783-1908 (207) 376-3237 6/26/2019 6/26/2019 7/01/2019
Proj:	91 Pioneer Ave. Sanford		

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: B1A ***Lab Sample ID:*** **621900929-0001**

Sample Description: Kitchen Floor Top Layer/9 x 9 FT

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	**<0.25% Chrysotile**	

Client Sample ID: B1B ***Lab Sample ID:*** **621900929-0002**

Sample Description: Kitchen Floor Top Layer/9 x 9 FT

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	**<0.25% Chrysotile**	

Client Sample ID: B1C ***Lab Sample ID:*** **621900929-0003**

Sample Description: Kitchen Floor Top Layer/9 x 9 FT

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	**<0.25% Chrysotile**	

Client Sample ID: B2A ***Lab Sample ID:*** **621900929-0004**

Sample Description: Walls & Ceilings Throughout/Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	5.0%	95.0%	None Detected	

Client Sample ID: B2B ***Lab Sample ID:*** **621900929-0005**

Sample Description: Walls & Ceilings Throughout/Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	5.0%	95.0%	None Detected	

Client Sample ID: B2C ***Lab Sample ID:*** **621900929-0006**

Sample Description: Walls & Ceilings Throughout/Plaster

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	6.0%	94.0%	None Detected	

Client Sample ID: B3A ***Lab Sample ID:*** **621900929-0007**

Sample Description: 1st Floor Bath Floor/Linoleum Green

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Green	0.0%	99.5%	**0.48% Chrysotile**	

EMSL Analytical, Inc.

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EMSL Order ID:	621900929
Customer ID:	ATLN34
Customer PO:	91 Pioneer Ave
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: B3B ***Lab Sample ID:*** **621900929-0008**

Sample Description: 1st Floor Bath Floor/Linoleum Green

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Green	0.0%	99.3%	**0.70% Chrysotile**	

Client Sample ID: B3C ***Lab Sample ID:*** **621900929-0009**

Sample Description: 1st Floor Bath Floor/Linoleum Green

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Green	0.0%	99.4%	**0.63% Chrysotile**	

Client Sample ID: B4A ***Lab Sample ID:*** **621900929-0010**

Sample Description: 1st Floor Walls & Ceilings/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White	0.0%	100.0%	None Detected	

Client Sample ID: B4B ***Lab Sample ID:*** **621900929-0011**

Sample Description: 1st Floor Walls & Ceilings/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White	0.0%	100.0%	None Detected	

Client Sample ID: B4C ***Lab Sample ID:*** **621900929-0012**

Sample Description: 1st Floor Walls & Ceilings/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White	0.0%	100.0%	None Detected	

Client Sample ID: B5A ***Lab Sample ID:*** **621900929-0013**

Sample Description: 2nd Floor Left B/R Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Various	0.0%	100%	None Detected	

Client Sample ID: B5B ***Lab Sample ID:*** **621900929-0014**

Sample Description: 2nd Floor Left B/R Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Various	0.0%	100%	None Detected	

Client Sample ID: B5C ***Lab Sample ID:*** **621900929-0015**

Sample Description: 2nd Floor Left B/R Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Various	0.0%	100%	None Detected	

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Customer PO:	91 Pioneer Ave
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: B6A ***Lab Sample ID:*** **621900929-0016**

Sample Description: 2nd Floor Right Room Office Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	None Detected	

Client Sample ID: B6B ***Lab Sample ID:*** **621900929-0017**

Sample Description: 2nd Floor Right Room Office Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	None Detected	

Client Sample ID: B6C ***Lab Sample ID:*** **621900929-0018**

Sample Description: 2nd Floor Right Room Office Floor/Linoleum

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Tan	0.0%	100%	None Detected	

Client Sample ID: B7A ***Lab Sample ID:*** **621900929-0019**

Sample Description: 2nd Floor Right Room Office Wall & Ceiling/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White/Purple	80.0%	20.0%	None Detected	

Client Sample ID: B7B ***Lab Sample ID:*** **621900929-0020**

Sample Description: 2nd Floor Right Room Office Wall & Ceiling/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White/Purple	80.0%	20.0%	None Detected	

Client Sample ID: B7C ***Lab Sample ID:*** **621900929-0021**

Sample Description: 2nd Floor Right Room Office Wall & Ceiling/Textured Material

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	White	76.0%	24.0%	None Detected	

Client Sample ID: B8A ***Lab Sample ID:*** **621900929-0022**

Sample Description: Cellar Chimney Coating/Chimney Coating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	10.0%	90.0%	None Detected	

Client Sample ID: B8B ***Lab Sample ID:*** **621900929-0023**

Sample Description: Cellar Chimney Coating/Chimney Coating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	8.0%	92.0%	None Detected	

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EMSL Order ID:	621900929
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Customer PO:	91 Pioneer Ave
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: B8C ***Lab Sample ID:*** **621900929-0024**

Sample Description: Cellar Chimney Coating/Chimney Coating

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/01/2019	Gray	8.0%	92.0%	None Detected	

Client Sample ID: B9A ***Lab Sample ID:*** **621900929-0025**

Sample Description: Roof Shingles Under Metal/Asphalt Shingles

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Black	0.0%	100%	None Detected	

Client Sample ID: B9B ***Lab Sample ID:*** **621900929-0026**

Sample Description: Roof Shingles Under Metal/Asphalt Shingles

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Black	0.0%	100%	None Detected	

Client Sample ID: B9C ***Lab Sample ID:*** **621900929-0027**

Sample Description: Roof Shingles Under Metal/Asphalt Shingles

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Black	0.0%	100%	None Detected	

Client Sample ID: B10A ***Lab Sample ID:*** **621900929-0028**

Sample Description: Metal Roof Silver Paint/Silver Roof Paint

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019	Silver	0.0%	97.0%	**3.0% Chrysotile**	

Client Sample ID: B10B ***Lab Sample ID:*** **621900929-0029**

Sample Description: Metal Roof Silver Paint/Silver Roof Paint

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019				Positive Stop (Not Analyzed)	

Client Sample ID: B10C ***Lab Sample ID:*** **621900929-0030**

Sample Description: Metal Roof Silver Paint/Silver Roof Paint

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM Grav. Reduction	7/01/2019				Positive Stop (Not Analyzed)	

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EMSL Order ID:	621900929
Customer ID:	ATLN34
Customer PO:	91 Pioneer Ave
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

PLM: ME cert. #s: BA-0188, BA-0197

PLM EPA NOB: ME cert. #s: BA-0188, BA-0197

Analyst(s):

Samantha Voigt	PLM (8) PLM Grav. Reduction (11)
Thomas Stegeman	PLM (4) PLM Grav. Reduction (5)

Reviewed and approved by:

Zackary Carbee, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. This test report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. EMSL bears no responsibility for sample collection activities or analytical method limitations. The laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples. PLM alone is not consistently reliable in detecting asbestos in floor coverings and similar NOBs

Samples analyzed by EMSL Analytical, Inc. South Portland, ME

Initial report from: 07/01/201913:20:41

OrderID: 621900929

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (*Lab Use Only*):

621900929

EMSL Analytical, Inc.
161 John Roberts Road

South Portland, ME 04106
PHONE: (207) 517-6921
FAX: (207) 517-6922

Company: Atlantic Environmental Contractors, Inc.	**EMSL-Bill to:** ☑ Same ☐ Different If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party*
Street: 81 East Avenue Rear	
City: Lewiston **State/Province:** ME	**Zip/Postal Code:** 04240 **Country:** US
Report To (Name): Frank Perry	**Telephone #:** 207-783-1908
Email Address: fperry@aecne.net	**Fax #:** 207-376-3237 **Purchase Order:** 91 Pioneer Ave
Project Name/Number: 91 Pioneer Ave. Sanford	**Please Provide Results:** ☐ Fax ☑ Email ☐ Mail
U.S. State Samples Taken: ME	**CT Samples:** ☐ Commercial/Taxable ☐ Residential/Tax Exempt

Turnaround Time (TAT) Options* – Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ■ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

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

PLM - Bulk (reporting limit)	**TEM – Bulk**
■ PLM EPA 600/R-93/116 (<1%)	☐ TEM EPA NOB – EPA 600/R-93/116 Section 2.5.5.1
■ PLM EPA NOB (<1%)	☐ NY ELAP Method 198.4 (TEM)
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)	☐ TEM % by Mass – EPA 600/R-93/116 Section 2.5.5.2
☐ NIOSH 9002 (<1%)	☐ TEM Qualitative via Filtration Prep Technique
☐ NY ELAP Method 198.1 (friable in NY)	☐ TEM Qualitative via Drop Mount Prep Technique
☐ NY ELAP Method 198.6 NOB (non-friable-NY)	**Other**
☐ OSHA ID-191 Modified	☐
☐ Standard Addition Method	

■ **Check For Positive Stop – Clearly Identify Homogenous Group** **Date Sampled:** 6/26/19

Samplers Name: Frank Perry **Samplers Signature:**

Sample #	HA #	Sample Location	Material Description
B1A-C		Kitchen Floor Top Layer	9x9 FT
B2A-C		Walls & Ceilings Throughout	Plaster
B3A-C		1st Floor Bath Floor	Linoleum Green
B4A-C		1st Floor Walls & Ceiling	Textured material
B5A-C		2nd Floor Left B/R Floor	Linoleum
B6A-C		2nd Floor Right Room office Floor	Linoleum
B7A-C		2nd Floor Right Room office ~~office~~ wall & ceiling	Textured material
B8A-C		Cellar Chimney Coating	Chimney Coating
B9A-C		Roof Shingles & under metal	Asphalt Shingles
B10A-C		Metal Roof Silver Paint	Silver Roof Paint

Client Sample # (s): B1A - B10-C **Total # of Samples:** 30

Relinquished (Client): AEC **Date:** 6/26/19 **Time:** 2:00PM

Received (Lab): Steph S. **Date:** 6/26/19 **Time:** 2:15 PM

Comments/Special Instructions:

- Transite Siding presumed Positive for Asbestos.

RECEIVED
JUN 26 2019
By SRS
Walk-In

Page 1 of 1 pages

APPENDIX B:
SAMPLE AGREEMENT

CITY OF SANFORD, MAINE

REMOVAL OF IDENTIFIED ASBESTOS CONTAINING MATERIAL
91 Pioneer Avenue Building

BID DATE: WEDNESDAY, AUGUST 14, 2019 @ 11:00 AM
PRE-BID: THURSDAY, AUGUST 8, 2019 @11:00 AM

PROPOSAL FORM

TO: Ian Houseal, Director of Community
Development City of Sanford
City Hall, 919 Main Street
Sanford ME 04073

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the Asbestos Containing Material (ACM) abatement as required by, and in strict accordance with, the Notice to Contractors and Specifications dated **July 31, 2019** as prepared by the City of Sanford and that the undersigned will accept in full payment thereof of the following sum to wit:

ITEM	DESCRIPTION OF WORK	AMOUNT
1)	91 Pioneer Avenue (identified ACM removal, transportation, disposal, and clearance)	$
MEDEP Licensed Asbestos Contractor Number		#

State equipment to be used: (list all equipment)

List all Sub-Contractors:

The undersigned further agrees to complete work by:	
The undersigned acknowledges the receipt of addenda #:	

The undersigned further agrees that after notification by the City of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within five (5) days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within five (5) days after the execution of the contract unless otherwise specified in the Specifications or directed by the City in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **<u>are not</u>** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Sanford and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Sanford is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the City Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Accompanying this proposal is a bid security deposit in the amount of:

10%	$

which is to become the property of the City by forfeiture if the undersigned fails, after notification by the Director of Community Development of the acceptance of his/her proposal, to execute a contract with the City within five (5) days agreed to herein; or, in case the undersigned withdraws his/her proposal within thirty (30) days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
INDIVIDUAL NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM'S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	
SIGNATURE	

CITY OF SANFORD, MAINE

REMOVAL OF IDENTIFIED ASBESTOS CONTAINING MATERIAL
91 Pioneer Avenue Building

BID DATE: Wednesday, August 14, 2019 @ 11:00 AM
PRE-BID: Thursday, August 8, 2019 @11:00 AM

AGREEMENT

This Agreement entered into at Sanford, Maine this __ day of **August, 2019**, by and between the **City of Sanford** a municipal corporation with a principal place of business in Sanford, York County, Maine (hereinafter referred to as **"City"**, which expression shall include its successors and assigns) and _____., a corporation with a place of business at _____ (hereinafter sometimes collectively referred to as **"Contractor"**, which expression shall include their heirs, successors and assigns).

I. WHEREAS:

A. The City desires to have identified Asbestos Containing Material (ACM) removed at the following **listed locations**;

- **91 Pioneer Avenue**

B. Contractor desires to provide asbestos abatement services to the City for the purposes of accomplishing the complete removal of identified ACM at the **listed locations**; and

C. The parties have reached an agreement with respect to the same which they wish to reduce to a written memorandum.

II. NOW, THEREFORE, for consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

A. **Scope of Services:** Contractor agrees and undertakes to remove identified ACM at the **listed locations** in their entirety, according to the Request for Proposals including the specifications, proposal form, and notice to contractors, and all associated appendices attached hereto.

B. **Time and Sequence of Project:** Removal shall be completed <u>within 20 days from Notice to Proceed.</u> In the event during the course of the project, hazardous waste, chemicals: toxic or otherwise, are found to exist, which are known to Contractor at the time of execution of this Contract, the Contractor shall immediately notify the City. The Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to return and be upon the premises for the removal of any "after discovered" materials. Contractor shall commence the project within <u>five (5) days</u> after the date of execution of this Agreement.

C. **Contract Price and Payment:** The City agrees to pay Contractor for the services

called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the City harmless from and indemnify the City against any liability for the collection of such tax.

D. **Compliance with Laws:** The Contractor's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, City Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulations by themselves or by their employees.

E. **INSURANCE:** The Contractor shall furnish proof of coverage with adequate insurance of the types- and to the limits specified below naming the City of Sanford as additional insured. Certificate of such insurance shall be filed with the Director of Community Development within 5 days from Notice of Award.

1. **WORKERS' COMPENSATION:** Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of $500,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.
2. **AUTOMOTIVE LIABILITY INSURANCE:** Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of $400,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate.
3. **GENERAL LIABILITY INSURANCE:** General Liability insurance with minimum limits of liability for bodily injury in the amount of $500,000 for each occurrence and minimum limits of liability for property damage in the amount of $50,000/$100,000 aggregate, or a combined single limit of $500,000 for each occurrence, including completed operations shall be required.

F. **Indemnity:** Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims and/or liabilities for (1) injury to person or property arising on or adjacent to the premises proximately caused by Contractor's negligence during the period of Contractor's services; (2) the unlawful, improper or negligent disposal of debris from **listed locations;** (3) the assertion of a lien or right to a lien, whether at law or in equity by any sub-contractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and attorney's fees reasonably incurred by the City in connection with the defense of any action or proceeding arising from such claims and/or liabilities.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act. The Contractor shall defend,

indemnify and hold harmless the City from any and all demands, suits or judgements arising in conjunction with or as a result of the Contractor's performance of this contract. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this agreement, its terms and conditions.

G. **Assignment:** Contractor may not assign or delegate this Contract or their obligations hereunder without the prior express written permission of the City of Sanford.

H. **Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the City; the City makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The City is aware of no competing claims of liens which may encumber the property or personal property interests therein.

I. **Bond Requirements:** Not required for this project.

J. **Termination:** the City may terminate this Agreement for convenience upon thirty (30) days' written notice to the Contractor, in which case, the City shall pay the Contractor for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the City terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

K. **Default:**

1. In Contractor fails to timely perform its obligation hereunder and written notice of such failure shall be sent to Contractor by the City and such defaults is not cured within ten (10) days after receipt of said notice, or if such default shall be of the character that it cannot be completely cured within ten (10) days after receipt of said notice, if Contractor shall not within this period commence to cure such failure and thereafter proceed with reasonable diligence to cure same, the City may terminate this Contract without further obligations to the Contractor. No materials may be removed from the City premises after receipt by Contractor of such ten (10) day notice, unless cure be effectuated.
2. In the event that the letter of credit furnished pursuant to the provisions of Paragraph I above shall fail to have been renewed for an additional one (1) year term and the expiry date of the letter of credit shall be reached within thirty (30) days, the City shall have the right to draw upon the letter of credit.
3. In the case where Contractor is required to do any act under the terms of this Agreement, delays which are caused by or resulting from an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such

time be designated by a fixed time or a reasonable time.

L. **Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first class mail, and such notice shall be deemed to have been received on the third day following the date of mailing of such notice. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

City to:	City of Sanford Ian Houseal, Director of Community Development City Hall, 919 Main Street Sanford ME 04073
the Contractor to:	[Company] [Name] [Address] [City, State]

M. **Integration and Modification:** This Agreement contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear on the face hereof. This Agreement may not be modified or abrogated except by means of a writing signed by both parties.

N. **Remedies:** Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters in question between the City and the Contractor arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

O. **Force Majeure:** Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

P. **Severability:** Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

Q. **Miscellaneous:**

1. Time is of the essence with regard to this Agreement;
2. Contractor agrees to attend pre-project meetings with such officials as may be designated by the Director for such purpose by the City. At that time, Contractor shall submit to the City a progress schedule;
3. Contractor shall provide for maintenance of traffic in accordance with Sub-section 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
   a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
   b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other City officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
   c. When it necessary for traffic to pass over portions of the abutting roadway during the project, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the City of Sanford. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel, a 48 hour notice will be given by Contractor to the City of Sanford, the Chief of the Fire Department, the Chief of Police and the Public Works Director. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Engineer. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
   d. The City of Sanford or any of their duly authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.
   e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise from the same. No member, officer, or

employee of the City of Sanford or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the program assisted under this Agreement.

ITEM	DESCRIPTION OF WORK	AMOUNT
1)	91 Pioneer Avenue (identified ACM removal, transportation, disposal, and clearance)	$
MEDEP Licensed Asbestos Contractor Number		#

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of

_____
Witness

_____
Witness

Owner
CITY OF SANFORD, MAINE

By:

_____
Steven R. Buck, City Manager

Contractor:

By:

_____