



**City of Minot, North Dakota**

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**Parkview Mobile Home Park Structure  
Demolition and Site Restoration Project  
(Project #3755.24)**

**BIDDING DOCUMENTS**

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**ISSUED FOR BIDS**

**May 29, 2026**

**BIDS DUE**

**June 22, 2026**





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ADVERTISEMENT FOR BIDS

**Parkview Mobile Home Park Structure Demolition and Site Restoration Project No. 3755.24**

The City of Minot, through the use of State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds, purchased properties that were inundated during the 2011 Souris River Flood and is now seeking a Contractor to demolish structures at 1 property. Site restoration will also be completed. This property is located at 625 15<sup>th</sup> St SE, Minot, North Dakota 58701.

The City of Minot invites the public to bid upon the following project:

**PARKVIEW MOBILE HOME PARK STRUCTURE DEMOLITION AND SITE RESTORATION  
PROJECT No. 3755.24**

The City Council City of Minot reserves the right to reject any or all bids and to award the contract as it deems to be in the best interest of the City of Minot. Each bidder must provide a bid bond in the amount of 5% of the bid and contractor's license, which are to be included in a separate envelope attached to the outside of the bid. Each bidder must include a copy of their North Dakota Waste Hauler's Permit (MSW), and their Hazardous Waste Disposal Plan WITH their bid. It should also be noted that any addendums that may be issued prior to bid opening must be acknowledged on the outside of the bid envelope.

The successful, responsible Bidder will be required to sign the Contract and furnish the appropriate performance and payment bonds in the amount of the total bid, and in accordance with, the State of North Dakota. The bond is required in order to secure the performance obligations of the Contractor. The Contract will not be executed, nor will work begin, should the successful Bidder fail to furnish the performance and payment bonds required. This Contract shall be subject to liquidated damages as stated in the bidding documents, which will be charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.

Bidding documents for the project may be viewed at the CDM Smith Disaster Recovery Office or Minot's Builder's Exchange. Bidding documents may be obtained at the CDM Smith Disaster Recovery Office located at the Arrowhead Mall, 1600 2<sup>nd</sup> Ave SW, Suite 6, Minot, North Dakota. Bid proposals must be submitted on the forms provided.

A mandatory pre-bid conference will be held at the project site located at 625 15<sup>th</sup> St SE, Minot, North Dakota at 2:00 P.M. (CST) on June 16, 2026, to discuss the bidding documents and complete a site walkthrough.

Sealed bids will be received up to the hour of 2:00 P.M. (CST) on June 22, 2026, at the City Hall located at 10 3<sup>rd</sup> Ave SW, Minot, North Dakota. All bids will be opened at 2:00 P.M. on the same day.

The project is being funded, in part, with CDBG-DR funds. Therefore, the Bidder will be required to comply with all Federal, State, and Local regulations. These requirements include compliance with Section 3 employment plan, and the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. The City of Minot reserves the right to determine the lowest responsible and eligible bidder, to waive irregularities, and to reject any or all bids.



The City of Minot strongly encourages maximum participation in all bids by qualified Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs), small businesses, and by local construction and demolition companies, as prime contractors and as subcontractors.

(Publish May 29, June 5 & 12, 2026)



## SECTION 00 21 13

### INFORMATION FOR BIDDERS

#### PART 1 GENERAL

##### 1.01 Background Information and Program Overview

- A. General Description of Program – As a result of the Federally declared disaster (FEMA-1981-DR declared on May 10, 2011), the City of Minot (“City”) has received grants from the Department of Housing and Urban Development and the State of North Dakota for the purpose of assisting recovery in the most impacted and distressed areas of the community impacted by the flood of 2011.
- B. Housing Demolition – The housing demolition component of the program will involve demolishing homes purchased with State and Federal CDBG-DR funds for the purpose of creating open space and implementing flood controls.
- C. Purpose of Request for Bids – The City will select a Contractor to complete this housing demolition project with this competitive sealed bid process and is soliciting bids to provide all labor, material, and equipment required to demolish structures at 1 property; remove, transport, and dispose of debris; and restore the site, in accordance with the Program. The sealed Bid submitted by a Bidder in response to this Request for Bids will be referred to as the “Bid.”
- D. Program Administrator – The City has selected CDM Smith Inc. to be the Program Administrator and has delegated certain authorities to conduct the Program for the City as the Program Administrator. Instructions to the Contractor received from the Program Administrator shall be considered to be from the City. The Program Administrator shall not be responsible for any act or omissions of any Contractor, Subcontractor, Supplier, or any other person or organization performing or furnishing work. Further, the Program Administrator shall not be responsible for any Contractor’s failure to furnish the work in accordance with the Contract Documents. Further, for the purposes of this Request for Bids and Contract, the Program Administrator shall have the same limitations of liability and indemnification provided to the City.
- E. Description of the Work – The Work shall include providing all labor, material, and equipment related to demolishing structures; removing, transporting and disposing of debris; and, restoring the sites. These structures may be located throughout the City of Minot. The Work under this Contract will be governed by the Contract Documents. The Work shall also comply with all applicable Federal, State, and Local requirements, laws, and regulations. More specifically, Contractors must comply with all Federal regulations and policies, concerning all applicable Community Development Block Grant programs, including Section 3 on contracts exceeding \$100,000. Failure to adhere to these conditions or with any provision of this Contract may result in the Program Administrator taking one of the following actions: (1) declaring the Contractor ineligible to participate in future contracts; (2) withholding funds; and, (3) terminating the Contract.
- F. Contractor Eligibility – A Contractor must be eligible to receive Federal contracts through U.S. Government Programs in accordance with the policies and procedures of the U.S. Department of Housing and Urban Development as enforced by the City of Minot and in accordance with the Title 24 Code of Federal Regulations (CFR) part 24.



PART 2 BID PROCESS

2.01 Pre-Bid Conference (Mandatory)

- A. A mandatory Pre-Bid Conference will be held on June 16, 2026, at 2:00 P.M. (CST) at 625 15<sup>th</sup> St SE, Minot, North Dakota. Persons with disabilities requiring special accommodations should contact the Program Administrator’s office at (701) 837-5813 at least two (2) days prior to the pre-bid conference.

2.02 Communications

- A. All correspondence relating to this Request for Bids, from Advertisement of Bids to Award of Contract, shall be sent to the Program Administrator’s representative:

Wesley Hall  
 CDM Smith Inc.  
 1600 2<sup>nd</sup> Avenue SW, Suite 6  
 Minot, North Dakota 58701  
 whall@haltranes.com

All questions on the project should be submitted to the Program Administrator’s representative at least six (6) calendar days before the Bid Opening. A final response will be distributed at least four (4) days prior to the Bid Opening in the form of an Addendum to the Bidding Documents.

2.03 Examination of the Contract Documents and Site

- A. It shall be the responsibility of each Bidder before submitting a Bid to:
  1. Examine the Bidding Documents thoroughly.
  2. Become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work.
  3. Consider Federal, State, and Local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
  4. Study and carefully coordinate the Bidder’s observations with the Bidding Documents.
  5. At least six (6) calendar days prior to the Bid Opening, notify the Program Administrator of all conflicts, errors, or discrepancies in the Bidding Documents. Any interpretation of the Bidding Documents will be made only by Addendum. The Owner will not be responsible for any other explanations or interpretations of the Bidding Documents.
  6. Contractors are encouraged to view the site, as listed below, in order to become familiar with the type of work that will be required. Note that the entry into any structure is prohibited.

All addresses are in the City of Minot.

625 15 <sup>th</sup> St SE		
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#### 2.04 Bid Package

- A. The Bidder shall fully complete the Bid Form, including Attachments A-F, as found in Section 00 41 00 – BID FORM and all other components of the Bid Package as delineated in Paragraph 3.01.

#### 2.05 Bid Package Submittal

- A. Bids should be submitted no later than 2:00 P.M. on June 22, 2026.

#### 2.06 Modification of Bid

- A. A Bidder may modify its Bid by submitting a revised Bid at any time prior to the Bid Opening. The revised Bid must be signed by the Bidder and each modification must be initialed by the Bidder.

#### 2.07 Withdrawal of Bid

- A. A Bidder may withdraw his/her Bid without prejudice to him/herself, provided he/she files a written request with the City Clerk not later than the day before Bids are to be opened. No Bids may be withdrawn for a period of 60 calendar days after the opening of Bids.

#### 2.08 Opening of Bids

- A. Bids will be opened publicly and read by the City Clerk at the date set in the Advertisement for Bids. Bidders or their authorized agents are invited to be present and are permitted to examine any Bid after opening.

#### 2.09 Irregular Bids

- A. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional alternate Bids, or irregularities of any kind which may tend to make the Bid indefinite or ambiguous as to its meaning.

#### 2.10 Disqualification of Bidders

- A. Any or all Bids will be rejected if there is a reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in the future Bids for the same work.
- B. Bids in which the prices shown obviously are unbalanced as determined by the Program Administrator will be rejected. No contract will be awarded except to responsible Bidders capable of performing the class of work contemplated.
- C. The Bidder shall furnish a complete statement of his/her experience and the amount of capital and equipment available for the proposed work, if so requested by the City of the Program Administrator.

#### 2.11 Award of Contracts

- A. Any or all Bids may be rejected or informalities in Bids may be waived at the option of the Owner.



- B. The Contract will be awarded to the lowest responsible Bidder.
- C. The Contract will not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 2.12 Lowest Responsible Bidder

- A. In determining lowest responsible Bidder, in addition to price, the following factors will be considered:
  - 1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the services required.
  - 2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference.
  - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
  - 4. The quality of performance of previous Contracts or services.
  - 5. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
  - 6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
  - 7. The quality, availability, and adaptability of the suppliers, or contractual services to the particular use required.
  - 8. The number and scope of the conditions attached to the Bid.
  - 9. Section 3 and/or DBE, WBE, MBE participation

#### 2.13 Acceptance of Bids and its Effect

- A. The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the City, and no other act of the City shall be necessary to constitute acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the required Contract.

#### 2.14 Time for Executing Contract and Damages for Failure to Execute

- A. Any Bidder whose Bid is accepted shall be required to execute the Contract and furnish Performance Bond required under Part 2.15 hereof, within ten (10) days after notice that the Contract has been awarded to him/her. Failure to do so shall constitute a breach of the Agreement affected by the acceptance of the Bid.



- B. The damages to the Owner for such breach will include loss from interference with his/her flood recovery program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bidder's bond accompanying the Bid for such Bidder shall be retained by the Owner as liquidated damages for such breach.
- C. The City Council shall be authorized, the same as if the bond or bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work, or contract with some other contractor to do or complete the necessary work and to charge against the Bond the difference between actual cost to the City of such improvements and the sum which it would cost if the defaulting Bidder complied with their Bid.

#### 2.15 Performance and Payment Bonds

- A. The successful Bidder shall within the time fixed by the City Council for executing the Contract, file with the City Clerk, a Performance and Payment Bond each equal to the full amount of the Contract. Such Performance and Payment Bonds shall be executed by the Bidder or Contractor as principal and a surety company, authorized to do business in the State of North Dakota and in a form satisfactory to the City Attorney of the City of Minot. These Bonds shall remain in effect until two (2) years after the date when final payment becomes due.
- B. The Performance and Payment Bonds shall be made payable to the City, and shall be conditioned that he/she will faithfully perform the work bid in accordance with the terms of and within the time provided for such Contract, and pursuant to the Contract Documents and Bid for such work on file in the City Clerk's Office and pay for all labor and materials used in such work, all taxes of any nature, Workmen's Compensation charges, and all other obligations arising out of his/her performance of the Contract. In case of default on the part of the Bidder or Contractor to perform such work as provided in the Contract, the sum named in the Bond shall be taken and held to be fixed and liquidated damages in favor of the City and full amount thereof may be recovered from said Bidder and his/her sureties in an action by the City against them on said Bond.
- C. If the City Council shall, at any time, deem the Bond of a Contractor insufficient either in the form or as to sureties, it may require the Contractor to furnish a new Bond to be approved by the City Council within such reasonable time as the Council may fix.
- D. If the Contractor shall fail to furnish such new Bond within the required time after notice from him/her to do so, his/her Contract may be cancelled and in that event the Contractor's Bond shall be liable the same as if the Contractor had failed to perform his/her Contract.

#### 2.16 Protest

- A. Any actual or prospective Bidder who is allegedly involved with this Request for Bids or Award of the resultant Contracts may protest. The protest must be submitted in writing to the Program Administrator within three (3) working days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City will promptly issue a decision in writing to the protesting party. The City has the authority to render the final determination regarding the protest. Any determination rendered by the City will be final. All protests must be made in writing and contain the following information:
  - 1. Name, address, and telephone number of the protester.
  - 2. Identification of the solicitation or project number, date, and time.



3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue(s) to be resolved and a statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the solicitation process.

### PART 3 CONTENTS OF BID PACKAGE

#### 3.01 The Bid Package consists of the following:

##### A. Bid Form and the following Attachments:

1. Attachment A – Subcontracting Workforce
2. Attachment B – Nepotism Statement
3. Attachment C – Non-Collusion Statement
4. Attachment D – Contractor Certificate of Non-Segregated Facilities
5. Attachment E – Contractor's HUD Section 3 Plan
6. Attachment F – Equal Employment Opportunity Certificate

##### B. Bid Bond Form with Power of Attorney

##### C. Additional Documentation, including:

1. Proof of Worker's Compensation Insurance
2. Current North Dakota Contractor's License
3. Current North Dakota Waste Hauler's Permit (MSW)
4. Hazardous Waste Disposal Plan

#### 3.02 Instructions for Completing Bid Package

A. General – The Bid Package must include all items listed in Part 3.01 and should be submitted with documents arranged in the order as shown in Part 3.01.

B. Bid Form – The Bid Form must be fully completed and include Attachments A through F.

1. Estimated Quantities – All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only: (a) as a basis for estimating the probable cost of the Work, and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from



the estimated quantities. The basis of payment for the work will be in accordance with the appropriate category of work per unit price as listed in the Bid Form.

2. Disposal Fees – Demolition debris shall be hauled to the City of Minot Landfill or other Waste Management Landfill in Sawyer and will be subject to a disposal fee. Other types of waste, including but not limited to, HHW, HTW, E-waste, ACM, etc. must be hauled to an appropriately permitted facility, such as McDaniel Landfill or other approved facility. All disposal fees will be paid for by the Contractor and included in the Contractor's bid price.
3. Subcontractor Workforce – Bidders must complete Attachment A – Subcontractor Workforce and return it with the Bid Package.
4. Nepotism Statement – Bidders must execute Attachment B – Nepotism Statement and return it with the Bid Package.
5. Non-Collusion Statement – Bidders must execute Attachment C – Non-Collusion Statement and return it with the Bid Package.
6. Contractor Certificate of Non-Segregated Facilities – Bidders must execute Attachment D – Contractor Certificate of Non-Segregated Facilities and return it with the Bid Package.
7. Contractor's HUD Section 3 Plan – Bidders must execute Attachment E – Contractor's HUD Section 3 Plan and return it with Bid Package. If the Bid is selected for Award, Tables A and B (included in Section 00 73 00) shall be completed and submitted to the Program Administrator.
8. Equal Employment Opportunity Certificate – Bidders must execute Attachment F – Equal Employment Opportunity Certificate and return it with the Bid Package.

#### C. Bid Bond

1. Bidders must submit a Bid Bond in the amount of 5 percent of the bid made payable to the City of Minot, North Dakota. The Bid Bond must be submitted with Power of Attorney and be executed by the Principal and Surety.
2. The Bid Bond will be returned to the respective Bidders within 10 days after the Contract is awarded.
3. Bid Bond must be in a separate envelope attached to the outside of the bid.

#### D. Additional Documentation

1. Workers' Compensation Insurance – Bidders must submit proof of Workers' Compensation Insurance and Employer's Liability Insurance.
2. North Dakota Contractor's License – Bidders must submit a copy of their current applicable North Dakota Contractor's License. North Dakota Contractor's License must be in a separate envelope attached to the outside of the bid.
3. North Dakota Waste Hauler's Permit – Bidders must submit a copy of their current North Dakota Waste Hauler's Permit (MSW).



4. Hazardous Waste Disposal Plan – Bidders must submit their Hazardous Waste Disposal Plan.

#### PART 4 DELIVERY OF BIDS

##### 4.01 Delivery of Bids

- A. Fully completed Bid Forms and additional required documentation must be placed in a sealed envelope. The envelope shall be plainly marked:

“PARKVIEW MOBILE HOME PARK STRUCTURE DEMOLITION AND SITE RESTORATION – PROJECT #3755.24”

- B. Bids may be mailed or delivered to:

City Clerk  
10 3<sup>rd</sup> Avenue SW  
Minot, North Dakota 58701

- C. No bids will be accepted after the time set for Bid Opening.

END OF SECTION



SECTION 00 41 00

BID FORM

for

Parkview Mobile Home Park Structure Demolition and Site Restoration

City of Minot, ND

<b>Bidder's Full Legal Name (Business Entity or Individual) Name or Names, if Joint Venture)</b>	
<b>Trade Name (if Applicable)</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Telephone</b>	
<b>ND Contractors License Number</b>	
<b>Classification(s)</b>	
<b>ND Waste Hauler's Permit No. (MSW)</b>	

THIS BID IS SUBMITTED TO:

City Clerk

10 3<sup>rd</sup> Avenue SW

Minot, North Dakota 58701

**GENERAL STATEMENTS**

1. The Bidder understands that he/she is bidding on a Contract funded with Federal dollars and administered by the City of Minot, North Dakota. The Bidder understands that debarment by either the City of Minot or the Federal government will make him/her ineligible.
2. The Bidder understands that all work must be completed in accordance with CDBG program requirements, including Section 3.
3. Bidder hereby certifies that work performed will meet or exceed Federal, State, and Local regulations. Proposer understands that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. The Bidder identified above, in compliance with your Advertisement for Bids, having examined the Bidding Documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision,



labor, materials, equipment, and supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

- 5. Bidder hereby agrees to commence work under this contract within 48 hours of the date to be specified in the written "Notice to Proceed" from the Owner and to fully complete the work specified in the Contract Documents before September 30, 2026. The Contract may be extended for one optional period of an additional 30 days upon mutual agreement of the Owner and the Contractor. Exercising the option to extend the Contract shall be based on the need for continuing demolition and debris removal and must be put in writing between the Owner and the Contractor.
- 6. Bidder understands that at least 10% of project funds will be retained for 30 days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.
- 7. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Bidding Documents within the specified timelines.
- 8. In submitting this Bid, Bidder makes all representations required by the Information for Bidders and Contract Documents and further warrants and represents that the Bidder has examined copies of all the Bid Documents, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated
No.	Dated	No.	Dated

- 9. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included with the Bidding Documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and, Bonds, insurance and submittals; all as indicated or specified in the Bidding Documents.

**REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS**

- 10. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Bidding Documents, and further warrants and represents that:
  - (a) Bidder has familiarized himself with the Work required by the Bidding Documents, the locale where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.



- (b) Bidder has given the Program Administrator written notice of the Bidding Documents requirements that might restrict competition or be ambiguous and the written resolution thereof by Program Administrator is acceptable to Bidder.
  - (c) Bidder has given Program Administrator written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by Program Administrator is acceptable to Bidder.
  - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
  - (e) Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder.
  - (f) No part of the contract price received by Bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with construction of the public building or project were in the regular course of their duties for Bidder.
  - (g) Neither Bidder nor any member of his company has divulged information regarding said Bid or any data relative thereto to any other person, firm, or corporation.
  - (h) Neither the Bidder nor any of its proposed Subcontractors at any tier is on the List of Parties Excluded from Federal Procurement of Non-Procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, 'Debarment and Suspension', as set for the at 2 CFR Part 2424 and 24 CFR Part 24.
  - (i) All statements contained in said Bid are true and correct.
  - (j) Bidder will use the Subcontractors listed in Attachment A of this Bid Form in performing the Work and will use no other Subcontractors without prior approval of the Program Administrator.
  - (k) The Bidder agrees that the Work shall be completed before September 30, 2026 as stipulated in the Bidding Documents. Failure to complete the work in the time allotted may result in liquidated damages as outlined in Part 26 of the General Conditions.
  - (l) A Bid Bond with Power of Attorney in the amount of 5% of the Bid is attached and made a part of this Bid.
11. Bidder agrees to complete the Work for the Unit Prices included in the attached Bid Schedule. Bidder understands that all quantities shown in the Bid Schedule are to be used only: (a) as a basis for estimating



the probable cost of the Work; and, (b) for the purpose of comparing the Bids submitted for the Work. The actual quantities of Work done and materials furnished under unit price items may differ from the estimated quantities.

**EXECUTION, DECLARATION OF AUTHORIZATION AND ACCURACY**

12. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that I am authorized to submit the foregoing Bid on behalf of the identified Bidder (if the Bidder is a corporate or other business entity) or on my own behalf (if the Bidder is an individual), and the information presented in the foregoing Bid Form is true and correct.

Executed on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

<b>Signature of Individual or Representative</b>	
<b>Printed Name of Individual or Representative</b>	
<b>Title, if Person Executing is a Representative</b>	

END OF SECTION



**CITY OF MINOT, NORTH DAKOTA  
 BID SCHEDULE  
 PARKVIEW MOBILE HOME PARK STRUCTURE DEMOLITION AND SITE RESTORATION**

**CATEGORY A – C&D STRUCTURES**

ITEM	DESCRIPTION	UNITS	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY A – C&D STRUCTURES		
00001	625 15 <sup>th</sup> St SE	EACH	1	\$	\$
		<b>Total Sites</b>	1	<b>Subtotal Item A</b>	\$

**CATEGORY B – SUPPLEMENTAL BID ITEMS**

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY B – SUPPLEMENTAL BID ITEMS		
00002	Asbestos Abatement – Underground Asbestos Pipe or Wrap	LF	7000	\$	\$
00003	Removal of Tree and Stump – greater than 8"	EACH	40	\$	\$
00004	Removal of Stump greater than 8"	EACH	40	\$	\$
00005	Borrow	CY	100	\$	\$
00006	Concrete Saw Cut	LF	50	\$	\$
00007	Sanitary Sewer Service Lateral Disconnect, Cap and Removal from property line to Main	EACH	1	\$	\$
00008	Water Service Disconnect and Removal from Curb Stop to Main	EACH	1	\$	\$
00009	Septic/Cistern Removal	EACH	1	\$	\$



ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
			CATEGORY B – SUPPLEMENTAL BID ITEMS		
00010	Water Well Abandonment	EACH	1	\$	\$
				<b>Subtotal Item B</b>	\$
<b>TOTAL BID PRICE FOR CATEGORIES A AND B</b>			\$		



**ATTACHMENT A – SUBCONTRACTOR WORKFORCE:** Bidders are required to list all Subcontractors, Vendors, and Suppliers anticipated to be used in the Work for this Project. Include approximate percentages of subcontracted work for subcontractors designated as WBE or MBE. **Percentage of Work value and total cannot exceed 100%.** (Use additional sheets if necessary)

SUBCONTRACTOR/VENDOR/ SUPPLIERS	ADDRESS OF BUSINESS OR OWNER	TYPE OF WORK	TOTAL % OF WORK	WBE %	MBE %



**ATTACHMENT B  
NEPOTISM STATEMENT**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PROGRAM ADMINISTRATOR DEEMING YOUR BID “NON-RESPONSIVE”**

The Bidder or any officer, if the Bidder is other than an individual, shall state whether Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Minot by completing the following:

If the Bidder is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting this Bid or proposal are not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ The officers of the company submitting this Bid are related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of Officer: \_\_\_\_\_

Employee and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_



**ATTACHMENT C  
NON-COLLUSION STATEMENT**

**THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS, OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.**

**CONTRACTOR** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

**BIDDER (SIGNATURE)** \_\_\_\_\_

**BIDDER (PRINTED NAME)** \_\_\_\_\_

**POSITION WITH COMPANY** \_\_\_\_\_

**SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID** \_\_\_\_\_

**COMPANY OFFICIAL (PRINTED NAME)** \_\_\_\_\_

**OFFICAL POSITION** \_\_\_\_\_



**ATTACHMENT D  
CONTRACTOR CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 Plan was prepared and submitted as part of the Bid proceedings
- (c) Tables A and B of Section 3 will be prepared and submitted upon receipt of the Award of Contract
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# City of Minot

As officers and representatives of \_\_\_\_\_,  
(Name of Contractor)

We, the undersigned, have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# ATTACHMENT F EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

## Equal Employment Opportunity Certification Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

form HUD-92010 (3/2006)  
VA form 26-421



upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

##### **200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



**BID BOND**

THE STATE OF NORTH DAKOTA

SURETY'S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ of the  
City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_  
as Principal, \_\_\_\_\_ and \_\_\_\_\_, as Surety,

Are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal corporation of Ward County, North Dakota, as Obligee, in the amount of:

(written amount)  
(\$ \_\_\_\_\_)

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee for:

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this Bid Bond shall be void; otherwise, this Bid Bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Ward County, State of North Dakota.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



SECTION 00 53 00

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, hereinafter referred to as the CITY; and, \_\_\_\_\_ hereinafter referred to as the CONTRACTOR, WITNESSETH:

THAT WHEREAS, the City Council of the City of Minot called for bids for:

**PARKVIEW MOBILE HOME PARK STRUCTURE DEMOLITION AND SITE RESTORATION,  
#3755.24**

WHEREAS, the CITY purchased properties that were inundated during the 2011 Souris River Flood, and such properties were purchased with State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds.

WHEREAS, the CITY intends to demolish and dispose of the structures on these properties and restore the sites in accordance with HUD regulatory requirements.

WHEREAS, the CITY has conducted a competitive sealed bids process to select a contractor to conduct the demolition and site restoration work.

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2026, the City Council, being in session, did determine that \_\_\_\_\_ was the lowest responsible bidder for the work herein specified and the City Council authorized and directed the Mayor and the City Clerk of the City of Minot to enter into a Contract with the CONTRACTOR for the completion of such work.

NOW, THEREFORE, the CONTRACTOR, in consideration of the premises and the agreements of the CITY, hereinafter set forth, does hereby agree to complete the work herein specified in accordance with the Contract Documents duly approved by the City Council and on file in the office of the City Clerk of the City of Minot, a copy of which the CONTRACTOR acknowledges to having received, and to complete such work herein provided in accordance also with its Bid and offer, which is as follows, to wit:

The CONTRACTOR further agrees to complete said work under the direction and supervision and subject to the approval of the City Program Administrator, or Program Administrator in charge of the project if consulting Program Administrators have been retained for this project.

The CONTRACTOR further agrees that the City Council of the CITY does hereby reserve the right, in case of improper work under this contract, to suspend work thereon at any time, and to re-let said Contract or to order rework of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said Contract herein, and shall be charged against him. The CONTRACTOR further agrees that the work shall be completed no later than September 30, 2026 or any time extensions granted. This Contract shall be subject to liquidated damages of \$250.00 per property per day, per Part 26 of the General Conditions, charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.



It is further understood and agreed by and between the CITY and the CONTRACTOR that the said Contract Documents herein referred to on file in the office of the City Clerk of the City of Minot, shall be considered to be and are hereby made a part of the Contract as fully and completely as though written herein at length and the CONTRACTOR acknowledges that he is fully informed as to the contents of the said Contract Documents herein referred to.

Final acceptance shall be deemed to be the date on which the City Council approves final payment.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this Contract, within the time therein provided, that the City Council of the CITY will from time to time, at its discretion, as the work progresses, pay to the CONTRACTOR upon the estimates made by the City Program Administrator of the amount already earned under this Contract on the said work, ninety percent (90%) of the amount shown by such estimate to have been earned in current funds from the \_\_\_\_\_ (amount of bid) and upon the full completion, and the approval of the same by the City Program Administrator of the City of Minot, and the City Manager, the CITY will pay the balance due therefore at the prices set forth in the Bid Schedule, hereinbefore recited in the manner hereinbefore set forth.

It is further understood and agreed that all of the work under this Contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable on this or any other Contract for the completion of such work for any sum whatsoever to be paid by money raised by general taxation and that the CITY assumes and incurs no general liability under this contract.

The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the CITY from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the completion of said work by CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, keep all employees fully covered by Workers' Compensation Insurance, and pay all premiums promptly when due.

IN WITNESS WHEREOF, the CITY has caused this Contract to be executed by the Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the CONTRACTOR has hereunto caused this Contract to be executed by its officers thereunto duly authorized.

CITY OF MINOT

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Mark Jantzter, Mayor

\_\_\_\_\_  
Mikayla McWilliams, City Clerk

ATTEST:

\_\_\_\_\_  
CONTRACTOR



## SECTION 00 72 00

### GENERAL CONDITIONS

#### PART 1 DEFINITIONS

1.01 The following are definitions found commonly in the City of Minot Standard Specifications:

- A. Contract Documents – The Contract Documents consist of the following documents: Notice to Bidders, Information for Bidders, General Conditions, Specifications, Appendices, and the Contract, including all additions, deletions, and modifications incorporated therein before execution of the Contract.
- B. Owner – The Owner is the City of Minot, North Dakota.
- C. Engineer – The Engineer is the City Engineer of Minot, North Dakota, or his authorized representative.
- D. Contractor – The Contractor is the Contractor named in the Contract.
- E. Bid – The Bid is the offer of a bidder to perform the work described in the Contract Documents when presented and submitted on the prescribed Bid Form, properly signed and guaranteed.
- F. Bid Guaranty – The Bid Guaranty is the bid bond and/or cashier's check that the bidder submits with the Bid as a guaranty that the bidder will enter into a Contract with the Owner for construction of the work, if awarded the Contract.
- G. Contract – The Contract is the agreement covering the performance of the work described in the Contract Documents.
- H. Performance Bond – The Performance Bond is the approved form of security furnished by the Contractor and their Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- I. Payment Bond – The Payment Bond is the approved form of security furnished by the Contractor and their Surety as a guarantee of good faith on the part of the Contractor to pay all who have a direct contractual relationship with the Contractor or a Subcontractor who supplies labor or materials.
- J. Written Notice – Written Notice shall be considered as served when delivered in person, sent by registered mail, or by email to the Contractor at the address shown on the Contract or to the Contractor's Superintendent required under part 16.11 of these General Conditions.
- K. Specifications – Specifications shall mean the legal and procedural documents, General Conditions together with modifications thereof, and the Specification Sections included in the Contract Documents, with all addenda thereto.
- L. Program Administrator – The Program Administrator is as described in Section 00 21 13. The Program Administrator shall have the rights, duties, obligations, and protections set forth in the Contract Documents.



## PART 2 NOTICE TO PROCEED

2.01 The mailing or delivery of a copy of the executed Contract to the Contractor or authorized agent constitutes the “Notice to Proceed.” The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work within the time stated in the Contract Documents.

## PART 3 CONTRACTOR’S UNDERSTANDING

- 3.01 It is understood and agreed that the Contractor has by careful examination satisfied their self as to:
- A. The nature of the work.
  - B. Conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.
  - C. The General Conditions.
  - D. Local conditions.
  - E. All other matters which can in any way affect the work under this Contract.
- 3.02 No verbal agreement with any offer, agent, or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

## PART 4 SPECIFICATIONS

- 4.01 Discrepancies in Specifications – Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Program Administrator, who shall promptly correct such error or omission in writing. Any work done by the Contractor after their discovery of such discrepancies, errors or omissions shall be done at the Contractor’s risk.
- 4.02 Specifications at the Work Site – One completed set of all Specifications shall be maintained at the work site and shall be available to the Engineer or his representative at all times.

## PART 5 INSURANCE

- 5.01 The Contractor shall not commence work under this Contract until they have obtained the insurance required under this paragraph and filed with the City Auditor necessary insurance certificates and such insurance has been approved by the Owner. The Contractor shall not permit any Subcontractor to commence work on their sub-contract until the insurance required of the Subcontractor has been obtained and approved. The Contractor shall provide certification of the following insurance coverages:
- A. Workers’ Compensation and Employer’s Liability Insurance secured and maintained as required by the State of North Dakota.
  - B. Public Liability, Bodily Injury, and Property Damage
    - 1. Per Accident \$1,000,000 Injury of one or more persons, and/or property damage.



C. Automobile and Truck Public Liability, Bodily Injury, and Property Damage

1. Per Accident \$1,000,000 Injury of one or more persons, and/or property damage.

PART 6 PERMITS

- 6.01 All permits and licenses necessary for the execution of the work, as specified, shall be secured and paid for by the Contractor. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Engineer prior to commencement of work under any and all Work Orders. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Owner.

PART 7 LAWS TO BE OBSERVED

- 7.01 The Contractor is responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations governing the performance of the work required by these Contract Documents.
- 7.02 The Contractor is responsible for payments of all fees, licenses, certifications, forms, and related costs for compliance with all applicable regulations. Copies of all permits, licenses, certifications, and accreditations must be provided to the Engineer prior to the start of work.

PART 8 INDEMNITY

- 8.01 The Contractor shall indemnify and save harmless the Owner, its elected officials, agencies, boards and commissions, employees, representatives, Engineer, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

PART 9 PROTECTION OF WORK

- 9.01 The Contractor shall, at their own expense, erect and maintain adequate signing, barricades, and warning lights and take all necessary precautions for the protection of the work and the safety of the public.
  - A. All barricades and obstructions shall be protected at night by signal lights which shall be lighted from sunset to sunrise.
  - B. The name and telephone number of the Contractor shall appear on all barricades set by them.
- 9.02 The Contractor will, at all times until its completion and final acceptance, protect their work, apparatus, and material from accidental or other damage and shall make good any damages thus occurring, at their own expense.



## PART 10 PROTECTION OF EXISTING UTILITIES

- 10.01 The Contractor shall locate, with the aid of a City Inspector, all utilities before execution of the work at any site.
- 10.02 Damage to utilities not specified for capping or removal as part of the execution of the work shall be repaired by the Contractor at their expense.

## PART 11 PUBLIC SAFETY AND CONVENIENCE

- 11.01 The Contractor shall at all times so conduct their work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Engineer.
- 11.02 No road or street shall be closed to the public except with the permission of the Engineer.
- 11.03 Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.
- 11.04 Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, storm sewer inlets, and drainage ditches, which shall not be obstructed except as approved by the Engineer.

## PART 12 ACCIDENTS

- 12.01 The Contractor shall provide, at each site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.
- 12.02 The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work; which caused death, personal injury, or property damages, giving full details and statements of witnesses. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer and the Owner.

## PART 13 ASSIGNMENT OF CONTRACT

- 13.01 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or their obligation there under, without written consent of the Owner.

## PART 14 SUBCONTRACTS

- 14.01 The Contractor shall submit, in writing to the Owner for approval of the Engineer, the names of any Subcontractors proposed for the work with their Bid. Subcontractors may not be changed except at the request or with the approval of the Engineer.
- 14.02 The Contractor shall remain responsible to the Owner for the acts and omissions of their Subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.



PART 15 RIGHTS OF VARIOUS INTERESTS

15.01 Wherever work being done by the Owner's employees or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

PART 16 CONTRACTOR'S RESPONSIBILITY

- 16.01 The Contractor shall execute the work and provide all labor, materials, and equipment needed for the conduct of the work in strict conformance with the Contract Documents. The Contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor is cautioned to provide its own personnel to provide the above functions and not the personnel of its Subcontractors. The Prime Contractor is limited to two tiers of Subcontractors below its company.
- 16.02 The Contractor shall have the financial ability to fund the project and pay Subcontractors and suppliers on a timely basis until such time that the Contractor receives payment from the Owner.
- 16.03 The Contractor shall have charge of and be responsible for the work under this Contract until the completion, and any imperfect or unfaithful work which may be discovered any time before the final acceptance of work embraced in this Contract shall be corrected immediately upon request of the Owner or Engineer.
- 16.04 The Contractor shall provide and pay for all materials, labor, mechanics for labor, tools, equipment, equipment rental, water, light, power, transportation, superintendents, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. The Contractor shall provide all labor and materials to fully operate and maintain all equipment required to execute, complete, and deliver the work within the specified time.
- 16.05 The Contractor shall maintain a work force on site each workday, except during inclement weather, during the Contract period until the project is completed. Any workdays not worked will be taken into account on any Request for Extension of Time for Completion and/or assessment of liquidated damages.
- 16.06 The Contractor shall proceed at a rate that will result in completing the work in a timely manner. Not providing stable crew counts after mobilization can be grounds for default.
- 16.07 The Contractor shall not move from one site to another site without prior approval from the Engineer.
- 16.08 The Contractor shall work during daylight hours, for a maximum of 12 hours per day, Monday through Saturday or as directed by the Engineer in coordination with the Owner.
- 16.09 The Contractor shall only conduct debris removal, transportation, and disposal activities from 7:00 a.m. to 5:30 p.m. on Monday thru Saturday, as these are the hours which the City of Minot's landfill operates.
- 16.10 The Contractor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act regarding procurement of recovered materials and solid waste management services.



- 16.11 The Contractor shall provide a qualified superintendent for each work site during the execution of the work at that site. The superintendent will be acceptable to the Engineer and shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. The superintendent shall be responsible for implementing the Contractor's Safety Plan. The Contractor shall remove from the project any superintendent unsatisfactory to the Engineer.
- 16.12 The Contractor shall submit an organization chart within five days of receipt of Notice of Award. The Organization Chart shall illustrate the Contractor's organization with names, roles, and responsibilities.
- 16.13 The Contractor shall, when requested by the Engineer, dismiss any foreman or workman employed by the Contractor, who in the opinion of the Engineer, does not perform their work in a skillful manner, or appears to be incompetent or incorrigible, and such persons shall not again be permitted to return to the work without the written consent of the Engineer.
- 16.14 The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract
- 16.15 The Contractor is solely responsible for compliance with all local, state, and federal regulations regarding health and safety, including, but not limited to: OSHA, NDDEQ, EPA, NDDOT, and other applicable requirements.
- 16.16 The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies or any public utilities.
- 16.17 The Contractor shall notify the Engineer by 4:00 p.m. each day of the number of crews that will be working the following day for the purpose of scheduling Owner personnel assigned to Contractor's crews.
- 16.18 The Contractor shall plan the work to minimize the impact on the neighborhood.
- 16.19 The Contractor shall confine all operations, including storage of equipment and materials, to areas approved by the Owner. Any land and access thereto that may be required for temporary facilities or for storage of equipment and/or materials shall be provided by the Contractor with no liability to the Owner.
- 16.20 The Contractor shall, at their own expense, protect by falsework, braces, shoring, or other effective means, all buildings, walls, fences, and other property along their line of work or affected directly by their work, against all damage and shall repair or repay the injured owners for such damage.
- 16.21 The Contractor shall exercise due care to minimize any damages to trees and general property. Any damage to private or public property shall be repaired at the Contractor's expense.
- 16.22 The Contractor shall repair any damage caused by the Contractor in a timely manner. All damage repairs shall be made to the satisfaction of the Engineer. All repairs to public property shall be made in accordance with the Owner's standards. If the Owner's standard does not exist, Engineer will establish, with the Owner, standards for repairs.



- 16.23 The Contractor shall respond to damage claims within three (3) days upon receipt of same and shall settle valid claims within 10 days. Owner shall have final authority over damage assessment and dispute resolution. Payment to the Contractor may be withheld if repairs are not made within 10 days of notification of property damage.
- 16.24 The Contractor must keep all streets, alleys, and sidewalks as free from material and debris as the character of the Work will permit. The Contractor shall remove from the streets, by sweeping or other method, all dirt, mud, nails, glass and debris resulting from its operations.
- 16.25 The Contractor shall remove and replace existing signs of any type that interfere with the work at no cost to the Owner, unless otherwise noted.
- 16.26 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall prepare and submit a Traffic Control Plan to the Engineer at least three (3) days prior to commencement of the work. The City of Minot Traffic Division may be available to the Contractor to determine signing requirements. However, any assistance provided by the Traffic Division shall in no way relieve the Contractor of their responsibility to provide proper traffic control pursuant to the Manual on Uniform Traffic Control Devices, part VI, US Department of Transportation, Federal Highway Administration, 2009, as revised or as adopted.
- 16.27 The Contractor shall provide for all required traffic control devices. All equipment and devices must be in place before any work commences in the area affected by the Traffic Control Plan.
- 16.28 Upon termination or completion of this Contract, the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any Subcontractor, agent or employee. The Owner will deem any property not removed as abandoned and any cost incurred by the Owner in disposal of same shall be withheld from any final payment due.

#### PART 17 ENGINEER'S RESPONSIBILITY AND AUTHORITY

- 17.01 The Engineer will require, on the Owner's behalf, that the work be performed by the Contractor in accordance with the Contract Documents.
- 17.02 The Engineer shall also have authority, on behalf of the Owner, to require the proper prosecution of the work to the extent that the forces of labor may be increased or decreased by his order to ensure the execution of the Contract in the time and manner prescribed.
- 17.03 The Engineer shall, within a reasonable time after presentation, make decisions in writing on any claims between the Contractor and Owner. The Engineer's decisions shall be regarded as final.

#### PART 18 MONITORING AND INSPECTION OF WORK

- 18.01 During the progress of the work, it shall be subject to the monitoring and inspection of the Engineer, and the Contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent.
- 18.02 The fact that the Engineer, or the Engineer's inspector(s) or monitor(s) are at the work site shall not be taken as an acceptance of the Contractor's work or any part of it. The Contractor shall notify the Engineer upon completion of their work at each site and the work shall be given final inspection



and test by the Engineer. If the work is acceptable and complies with the intent of the Contract Documents, the Engineer will recommend that the Owner accept the work at that work site.

- 18.03 Monitors and/or inspections may be stationed on the work sites to report to the Engineer as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the Contractor fails to fulfill the requirements of the Contract Documents.
- 18.04 The monitor or inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligations to execute the work so that it is satisfactory in every particular.
- 18.05 In case of any dispute arising between the monitor or inspector and the Contractor as to the manner of performing the work, the monitor or inspector shall have the authority to suspend the work until the questions and issue can be referred to and decided by the Engineer.
- 18.06 Monitors or inspectors are not authorized to revoke, alter, enlarge, relay, or release any requirements of these Contract Documents, or to issue instructions contrary to the specifications. Monitors or inspectors shall in no case act as management of the work by the Contractor.

#### PART 19 CONFORMITY WITH CONTRACT DOCUMENTS

- 19.01 Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- 19.02 In the event the Engineer finds the work performed not in conformity with the Contract Documents, but that the portion of the work affected will, in his opinion, result in the work having a level of safety, economy, durability, conformance with applicable laws, ordinances, rules and regulations, and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Engineer will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his opinion, needed.
- 19.03 The acceptance by the Owner of the Engineer's recommendation with respect to the adjustment in the Contract price shall constitute final determination of said adjustment. Thereafter, the changes in contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

#### PART 20 SUSPENSION OF WORK

- 20.01 The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of work, or failure on the part of the Contractor to carry out the provisions of the Contract Documents. The Contractor shall not suspend operation without the Engineer's permission.



PART 21 OWNER'S RIGHT TO CORRECT DEFICIENCIES

21.01 If the Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, the Owner may, after three (3) days written notice to the Contractor without prejudice to any other remedy he may have, correct such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

PART 22 TERMINATION OF CONTRACT

22.01 The Owner reserves the right to terminate the Contract without cause at any time.

22.02 In the event of default by the Contractor, the Owner shall have the right to terminate the employment of the Contractor after giving seven (7) days written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action.

22.03 In the event of such termination, the Owner may take possession of the work and of all materials, tools, and equipment thereon and may finish the work by whatever method and means he may select.

22.04 In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

22.05 It shall be considered default by the Contractor whenever they shall:

- A. Undergo voluntary or involuntary bankruptcy, become insolvent, or assign his assets for the benefit of his creditor.
- B. Disregard or violate important provisions of the Contract Documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- C. Fail to provide qualified superintendents, competent workmen or subcontractors, or proper materials, or fail to make prompt payment, therefore.

22.06 At the termination of this Contract, or in the case of annulment of the Contract before completion, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of their equipment and supplies from the property of the Owner. Should the Contractor fail to remove such equipment and supplies, the Owner shall have the right to remove them at the Contractor's expense.

PART 23 CHANGES IN THE WORK

23.01 The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract.

23.02 Compensation and time of completion affected by the changes shall be adjusted at the time of ordering such changes. The value of such changes shall be determined by unit prices named in the Contract.



- 23.03 If any work should be required for which no unit price for the supplying of material or the performance of such work is provided in the proposal, it shall be classified as Extra Work.
- 23.04 For any Extra Work required, the Engineer and the Contractor shall first attempt to negotiate a price by written change order.
- A. The Engineer shall determine any and all quantities of materials necessary to accomplish the Extra Work.
  - B. The Contractor shall provide to the Engineer written quotes from suppliers for the price of materials, an estimate of labor-hours needed to perform the work together with wage and employee benefits information, and an estimate of hours for equipment to be used with rates to be charged for such equipment. The Contractor will be allowed to add 15 percent to the total cost of the previous items.
  - C. For any Extra Work performed by a Subcontractor with the written authorization of the Engineer, the Contractor will receive an additional allowance for administrative and overhead expense. The additional allowance will be 10 percent of the Subcontractor's quote for the Extra Work.
  - D. When the Engineer and Contractor determine a special service or item of work cannot be performed by the Contractor or authorized Subcontractors, the service or Extra Work item may be performed by a specialist. Invoices for such work may be accepted on the basis of current market price without complete itemization of labor, material, and equipment cost when it is not practicable and not according to the established practice of the special service industry to provide such complete itemization. To compensate the Contractor for administrative and overhead costs, an allowance will be added to the specialty work invoice equal to 10 percent.
  - E. The Engineer and Contractor shall then negotiate a change order price and the written change order shall be prepared by the Engineer. If the price negotiated and agreed upon exceeds \$10,000 or 10 percent of the original contract amount, whichever is greater, the change order must be approved by the City Engineer and the City Manager.
  - F. No Extra Work covered by any change order shall be done by the Contractor without a valid change order. However, the Contractor may be allowed to proceed with Extra Work without formal change order approval if, in the opinion of the Engineer, the immediate commencement of the Extra Work will relieve a situation of hazard, or substantial inconvenience to the public. A change order shall be prepared thereafter.
  - G. The Owner has the right to audit the Contractor's record with respect to Extra Work done by change order.

#### PART 24 DEDUCTION FOR UNCORRECTED WORK

- 24.01 If the Engineer deems it inexpedient to correct work not in accordance with the Contract Documents, an equitable deduction from the contract price shall be made thereof.

#### PART 25 EXTENSION OF CONTRACT TIME

- 25.01 A delay beyond the Contractor's control occasioned by an Act of God, or Act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of



time in which to complete the work as determined by the Engineer; provided, however, that the Contractor shall give written notice to the Engineer within 24 hours of the cause of such delay.

25.02 The granting of any extension of contract time shall not be the basis for any claim for extra costs incurred by the Contractor.

#### PART 26 LIQUIDATED DAMAGES

26.01 This Contract shall be subject to liquidated damages charged against the contractor for each day past the completion date stated in the Contract or as amended by change order. Liquidated damages will be in the amount of \$250.00 per property per calendar day an assigned property has not reached substantial completion.

#### PART 27 FINAL ACCEPTANCE OF THE WORK

27.01 The Contractor, Engineer, and the Owner's representative shall perform a project walkthrough before any work is considered final and ready for acceptance by the Owner.

27.02 Deficiencies in work will be documented by the Engineer or Owner. Once the deficiencies are corrected, the Contractor will notify the Engineer and a final project walkthrough with the Contractor, Engineer, and Owner's representative will be performed. If no other issues are found, the Work shall be considered final.

#### PART 28 RELEASE OF LIENS

28.01 The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentages or before the final payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

#### PART 29 PROGRESS PAYMENTS

29.01 Request for payment shall be made with load tickets, certifications, and back up documentation attached. All load tickets must be legible. If the load ticket is illegible, the ticket will be disqualified for payment. The Contractor shall submit with the invoice an electronic spreadsheet. Contractor shall work with Engineer to establish formats to be submitted.

29.02 Contractor shall pay all subcontractors in a timely manner. Contractor shall submit with the application for payment, affidavits attesting that all subcontractors have been paid for work performed and accepted. Contractor shall submit to the CDA copies of lien waivers with application for payment.

29.03 Progress payments in the amount of 90 Percent of the requests for payment will be made to the Contractor upon substantial completion of the property. The Owner may at times reserve and retain out of said payments all sums it may be authorized to reserve or retain.

#### PART 30 MEASUREMENT OF QUANTITIES

30.01 The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, or authorized representative, and these measurements shall be final and binding.



30.02 All work completed under the Contract shall be measured by the Engineer as provided in the specifications.

PART 31 FINAL PAYMENT

31.01 The Engineer will, as soon as practicable after the completion and final acceptance of the Work, make a final estimate of the amount of work done under the Contract. This estimate shall be based on measurements made by the Engineer and based on unit prices in the Proposal plus all approved additions less all approved deductions and less previous payments made.

PART 32 GUARANTEE

32.01 The Contractor guarantees all work constructed under the Contract for a period of two (2) years from the date of final acceptance against defects in workmanship. The Contractor shall bear the entire cost and expense of all repairs which may, from any imperfection in work become necessary within that time.

32.02 If at any time within the period of guarantee, any of the work included in the guarantee shall, in the judgment of the Engineer, require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of the notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.

32.03 If the Contractor shall neglect or fail to proceed with the repairs within twenty (20) days or if, in the opinion of the Engineer, the repairs do not admit of sufficient delay to issue said notice and to await the action of the Contractor, then the Owner shall have the right to cause such repairs to be made and the cost shall be paid by the Contractor. The liability of the bond given to secure the faithful performance of the Contract shall continue during the full guarantee period.

32.04 At the expiration of the guarantee period, the Contractor and their surety shall be released from further obligation under this Contract, providing the Engineer will certify to the Owner that the work performed under this Contract is in good and proper condition at the time.

END OF SECTION



SECTION 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

PART 1 RULES AND REGULATIONS SPECIFIC TO CDBG FUNDED PROJECTS

1.01 CDBG Compliance Provisions – The Structure Demolition and Site Restoration Agreement will be subject to the following liens, rules, and regulations, as the same may be amended from time to time.

- A. Provisions Required by Law Deemed Inserted – Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. Flood Disaster Protection – This is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

- C. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) – Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.



Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City of Minot, provided by or through the Program Administrator. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- D. Age Discrimination Act of 1975 – Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- E. Discrimination Due to Beliefs – No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.
- F. Certification of Non-Segregated Facilities – By the submission of this Proposal, the Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local customs or any other reason.

Contractor further agrees that (except where he has obtained identical certifications from proposed Subcontractors and material Suppliers for specific time periods), he will obtain identical certifications from proposed Subcontractors or material Suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.



- G. Housing and Urban Development Section 3 Workforce and Business Concerns – The work to be performed under this Contract is on a project assisted basis under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements. A Contractor/Subcontractor Section 3 Plan format is attached (Attachment E) and must be completed for all contracts and subcontracts expected to exceed \$100,000.

The Contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

A Section 3 Business:

1. Is at least 51 percent or more owned by Section 3 residents; or,
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or,
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Section 3 Residents are:

1. Public housing residents; or,
2. Low and very-low income persons who live in the metropolitan area or Non-Metropolitan County where a HUD-assisted project for housing or community development is located.

- H. Drug Free Workplace – Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR Part 21.
- I. Protection of Lives and Health – Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518) Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 7, 1971, Title 29 – LABOR, shall be observed and Contractor



shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

- J. Danger Signals and Safety Devices – Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case Contractor fails or neglects to take such precautions, the City may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these specifications or contract.
- K. Lead Based Paint Hazards – The reconstruction and rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and its Subcontractors shall comply with the provisions for the elimination and reduction of lead-based paint hazards under Subpart B of said regulations.
- L. Asbestos – Contractor shall be aware of the possibility that asbestos containing materials (ACM) may be present in existing structures and will be responsible to take appropriate measure to ensure worker safety and adhere to any state, local, or federal requirements.
- M. Use of Explosives – When the use of explosives is necessary for the prosecution of the work, Contractor shall observe all local, state and federal laws in purchasing and handling explosives. Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the City or Program Administrator or their delegates does not in any way reduce the responsibility of Contractor or his Surety for damages that may be caused by such use.

- N. Compliance with Air and Water Acts – Contractor and all of its Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the City, the following:

1. A stipulation by Contractor or its Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
2. Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.



3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
  4. Agreement by Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.
- O. Energy Efficiency – Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- P. Access to Records, Maintenance of Records – The City of Minot and the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records required by 24 CFR 570.506 that are pertinent to the activities funded under this Contract shall be maintained in a central location by Contractor and will be maintained for a period of five (5) years from closeout of the grant from which this Contract is funded.

- Q. Copyright – No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the City and all such rights shall belong to the City.
- R. Confidential Findings – All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City.
- S. Conflict of Interest – No member, officer, or employee of the City or the local jurisdiction of this Contract, or agent, consultant, or member of the governing body of the City or the local jurisdiction of this Contract, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit with regard to the Contract.

Contractor shall cause to be incorporated in all contracts and/or subcontracts the foregoing provision regarding conflicts of interest.

No member of or delegate to Congress, or City employee, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation.

If a person receiving assistance under this Program does in fact have a conflict of interest as discussed herein, such conflict will be fully disclosed in writing to the City and addressed under applicable law.



Pursuant to the City of Minot's Conflict of Interest Policy and the Department of Housing and Urban Development (HUD) regulations, any individual or entity seeking CDBG funds for any activity in which they or related individuals or organizations have an interest must disclose that interest when applying for CDBG funding. Once the conflict of interest has been disclosed, HUD is authorized to determine whether an exception may be granted. 24 CFR 570.489 (h) (5). Additionally, once the conflict of interest has been disclosed, the individual must recuse themselves from any municipal governmental actions or decisions to be taken that would further that individual's interest, or interest of related individuals or organizations, in gaining benefit from the CDBG funds.

- T. Interest of Contractor – Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance or services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- U. Political Activity – Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
- V. Lobbying – Contractor certified, to the best of its knowledge and belief that:
  - 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- W. Personnel – Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

- X. Hiring of Illegal Aliens – The hiring of illegal aliens is prohibited under Federal Labor Laws.
- Y. Anti-Kickback Rules – Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any



account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 2760). Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- Z. Patents – Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the City, unless otherwise specifically stipulated in the Contract.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by or through the Contractor.

If Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. Contractor and/or his Sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

- AA. Debarment, Suspension, and Ineligibility – Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).
- BB. Subcontracts: Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.

Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor’s Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.



- CC. Assignability – Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- DD. Termination for Unavailable Funding – The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to the City of Minot to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to the City of Minot for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
- EE. Breach of Contract Terms – Any violation or breach of any of the terms of this Contract on the part of Contractor or the Contractor’s Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- FF. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 CFR part 5 (construction contracts awarded by Recipients and subrecipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

## PART 2 FORMS USED DURING CONSTRUCTION

- 2.01 Forms Used During Construction – This Contract will require the Contractor to complete various forms including lien waivers, payment requests, and progress summary reports. Samples of those forms follow this section. These forms should be considered as samples as they may be modified somewhat for use under the Agreement. These may not be the only forms required for work for this Project and it will be the Contractor’s responsibility to complete any additional paperwork required under the Program at no additional cost.

### ATTACHMENT II - SAMPLE CONTRACTOR FORMS USED DURING CONSTRUCTION

Attachment II-A	Payment Bond Form
Attachment II-B	Performance Bond Form
Attachment II-C	Final Lien Waiver Affidavit by Contractor
Attachment II-D	Interim Lien Waiver Affidavit by Contractor
Attachment II-E	Final Lien Waiver Affidavit by Subcontractor
Attachment II-F	Interim Lien Waiver Affidavit by Subcontractor
Attachment II-G	Contractor’s Payment Request
Attachment II-H	Contractor’s Certification of Final Payment
Attachment II-I	Weekly Progress Summary Report
Attachment II-J	HUD Section 3 Plan – Table A
Attachment II-K	HUD Section 3 Plan – Table B
Attachment II-L	Work Order Form



2.02 Work Order Form – Prior to initiation of any work at each site, the Contractor will receive a Work Order from the Engineer detailing the expected scope of work for the site. The Contractor and Engineer must agree with the contents of the Work Order and execute the Work Order prior to the start of the Work at the site. An example Work Order Form is included at Attachment II-L to this section.

### PART 3 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS

3.01 NDDEQ Regulations – It is the Contractors’ responsibility to know and follow all Local, State, and Federal laws and regulations pertaining to this project. The attachments herein are highlighted as important examples of the many regulatory requirements the Contractor must know and adhere to throughout the duration of this project to be in full regulatory and contractual compliance.

#### ATTACHMENT III – HIGHLIGHTED EXAMPLES OF NDDEQ REGULATORY REQUIREMENTS

Attachment III-A Asbestos Regulations Pertaining to Demolition and Renovation Projects of Facilities

Attachment III-B Water Well Contractors



**ATTACHMENT II-A**

**PAYMENT BOND**

THE STATE OF NORTH DAKOTA  
SURETY’S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ of the  
City of \_\_\_\_\_, County of \_\_\_\_\_, and State of  
\_\_\_\_\_, as Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal corporation  
of Ward County, North Dakota, as Obligee, in the amount of:

\_\_\_\_\_ (written amount);  
(\$ \_\_\_\_\_), DOLLARS for payment whereof the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of  
\_\_\_\_\_, 2026 for:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Which Contract is hereby referred to and made part hereof as fully and to the same extent as if copied at  
length herein.

NOW, THEREFORE, the condition of the obligation is that if the Principal shall pay all claimants supplying  
labor and material to Principal or a subcontractor in the prosecution of the work provided for in said contract,  
then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Ward County, State of  
North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or addition  
to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings  
accompanying the same, or any assignment of the contract as may be provided for in the Contract  
Documents, shall in any way affect its obligation on this Bond and does waive notice of any such change,  
extension of time, alteration or additions to the terms of the Contract, assignment thereof, or the work  
performed thereunder.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



**ATTACHMENT II-B**

**PERFORMANCE BOND**

THE STATE OF NORTH DAKOTA  
SURETY’S NO.

KNOWN BY ALL MEN PRESENT, THAT \_\_\_\_\_ as  
Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the  
City of Minot, North Dakota, a home rule municipal corporation of Ward County, North Dakota, as Obligee,  
in the amount of:

\_\_\_\_\_ (written amount);  
(\$ \_\_\_\_\_), DOLLARS for payment whereof the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a Bid to enter a certain written contract with the Obligee for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specifically included in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the Contract Documents, which Contract is referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal’s primary obligation to perform according to plans and specifications.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidders, general and special conditions, and other contract documents including any addenda, then this performance bond shall be void; otherwise, this performance remain in full force and effect.

PROVIDED, further that if any legal action to be filed upon the Bond, venue shall lie in Ward County, State of North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, or any assignment of the contract as may be provided for in the Contract Documents, shall in any way affect its obligation on this Bond and does waive notice of any such change, extension of time, alteration or additions to the terms of the contract, assignment thereof, or the work performed.



IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

NOTE: Attach Power of Attorney



ATTACHMENT II-C

FINAL LIEN WAIVER AFFIDAVIT BY CONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address]

\_\_\_\_\_ (the "Project"). In consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Contractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2026.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



**ATTACHMENT II-D**

**INTERIM LIEN WAIVER AFFIDAVIT BY CONTRACTOR**

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address]

\_\_\_\_\_ (the "Project"). In consideration of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon the Owner making payment on the Application for Payment dated \_\_\_\_\_, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount shown on the Application for Payment pending change orders for which the Contractor has provided to the Owner written notice specifically requesting a change order for which there is a written document entitled a Construction Change Directive approved by the Owner.

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-reference Project all amounts owed for the Work covered by payments which the Contractor has received for the Project prior to the date hereof.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Contractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2026.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



ATTACHMENT II-E

FINAL LIEN WAIVER AFFIDAVIT BY SUBCONTRACTOR

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In consideration of \$ \_\_\_\_\_ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorney's fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers, or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Subcontractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2026.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



**ATTACHMENT II-F**

**INTERIM LIEN WAIVER AFFIDAVIT BY SUBCONTRACTOR**

\_\_\_\_\_ has furnished or will furnish certain labor, materials, or equipment on the \_\_\_\_\_ Project at [fill in address] \_\_\_\_\_ (the "Project"). In consideration of \$ \_\_\_\_\_ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows.

Retainage in the amount of \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a claim is not listed above, it is reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorney's fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers, or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

Name of Subcontractor Company: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2026.

(Seal)

\_\_\_\_\_  
Notary Public, State of North Dakota

My commission expires \_\_\_\_\_



ATTACHMENT II-G

CONTRACTOR PAYMENT REQUEST

Date: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Change Order Amount: \$ \_\_\_\_\_

New Contract Amount: \$ \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Payment: Progress \_\_\_\_\_ Final \_\_\_\_\_ Retainage \_\_\_\_\_

Pay request 1 \_\_ Pay request 2 \_\_ Pay request 3 \_\_ Pay request 4 \_\_ Pay request 5 \_\_ Pay request 6 \_\_

Contractor: I hereby request an inspection to receive payment # \_\_\_ for the amount of \$ \_\_\_\_\_. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from subcontractors and vendors.

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Administrator: I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ \_\_\_\_\_.

Program Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

City of Minot: I hereby approve the payment to the Contractor in the amount of \$ \_\_\_\_\_.

City of Minot: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT II-H**

**CONTRACTOR'S CERTIFICATION OF FINAL PAYMENT**

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Location

\_\_\_\_\_ agrees to accept the sum of \$ \_\_\_\_\_  
(CONTRACTOR)

as full and final payment for all work under its Contract dated \_\_\_\_\_ with the

\_\_\_\_\_ for the completion of all work for \_\_\_\_\_  
(OWNER) (PROJECT)

\_\_\_\_\_ certifies that all construction has been completed in  
(CONTRACTOR)

compliance with the Contract Documents, and that all labor, equipment, materials, and subcontractors have

been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of

the General Laws of the \_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_



**ATTACHMENT II-I**

**WEEKLY PROGRESS SUMMARY REPORT**

Week Ending: \_\_\_\_\_

Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

Location: \_\_\_\_\_

Weather Summary: \_\_\_\_\_

Contractor: \_\_\_\_\_

Major Deliveries: \_\_\_\_\_

Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Representative: \_\_\_\_\_ Date: \_\_\_\_\_







**ATTACHMENT II-K  
 CONTRACTOR'S HUD SECTION 3 PLAN  
 TABLE B (if required)  
 ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Company Name \_\_\_\_\_ Date \_\_\_\_\_

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied As Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/LIPAR*</b>
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City of Minot whose family income does not exceed 80% of the median income for Ward County, ND.



# CITY OF MINOT STRUCTURE DEMOLITION

## Work Order

**Bid Package No.** Parkview Mobile Home Park Structure Demolition and Site Restoration Project #3755.24

**File No.** \_\_\_\_\_

**Street Address:**

**Zip:**

**Contractor:**

**Subcontractor:**

**Main Struc. Sq. Ft.:**

**Add. Struc. Sq Ft.:**

**Total Flat Work Sq. Ft.:**

**Approved Pay Item No.:**

**County: WARD**

### CATEGORY A – C&D STRUCTURE

00001: 625 15<sup>th</sup> St SE

### CATEGORY B – SUPPLEMENTAL BID ITEMS

- 00002: Asbestos Abatement – Underground Asbestos Pipe or Wrap      X \_\_\_\_\_ LF
- 00003: Removal of Tree and stump greater than 8” Dia      X \_\_\_\_\_ EACH
- 00004: Removal of Stump greater than 8" Dia.      X \_\_\_\_\_ EACH
- 00005: Borrow      X \_\_\_\_\_ CY
- 00006: Concrete Saw Cut      X \_\_\_\_\_ LF
- 00007: Sanitary Sewer Service Lateral Disconnect, Cap and Removal from property line to Main      X \_\_\_\_\_ EACH
- 00008: Water Service Disconnect and Removal from Curb Stop to Main      X \_\_\_\_\_ EACH
- 00009: Septic/Cistern Removal      X \_\_\_\_\_ EACH
- 00010: Water Well Abandonment      X \_\_\_\_\_ EACH

Comments:

Complete Date: \_\_\_\_\_

CDM Smith Monitor: \_\_\_\_\_

#### FINAL WALKTHROUGH AND INSPECTION

CDM Smith Supervisor Name: \_\_\_\_\_

Contractor Supervisor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**QA/QC by:** \_\_\_\_\_

PRINT NAME

SIGNATURE



**ATTACHMENT III-A  
ASBESTOS REGULATIONS PERTAINING TO DEMOLITION AND  
RENOVATION PROJECTS OF FACILITIES**

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**Asbestos Program**

Phone: 701-328-5166

Email: [asbestos@nd.gov](mailto:asbestos@nd.gov)

Date: Feb 2020

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**Demolition and Renovation in North Dakota**

Asbestos regulations must be followed before a building can be demolished or renovated in North Dakota. To determine how these regulations may apply, you should know if your building is included in the definition of "Facility" and/or "Urban Renewal."

**Facility** - any institutional, commercial, public, industrial, or residential structure, installation, church or building. This definition also covers any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but it excludes residential buildings having four or fewer dwelling units. Industrial buildings include: all municipal facilities such as drinking water storage structures, drinking water and wastewater treatment plants, and pumping stations.

Residential homes are usually exempt from asbestos regulations unless a group of homes under the same ownership are demolished or renovated as part of a larger project or the city or county government obtains ownership and plans to demolish the home/s as part of urban renewal. These home/s must then be treated as facilities.

**Urban renewal** - the acquisition of land, relocation of displaced site occupants, site clearance, installation of site improvements, rehabilitation of properties and disposition of acquired land. One or more houses demolished as part of an urban renewal, highway construction or private development project would be considered facilities and subject to federal and state asbestos regulations.

**Regulations**

Once you have determined your structure meets the definition of "Facility," the following regulations apply:

1. A North Dakota-certified asbestos inspector must inspect all portions of the structure being demolished or renovated prior to beginning work. A current list of North Dakota-certified asbestos inspectors can be found at: <https://deq.nd.gov/publications/WM/Asbestos/AsbestosContractors.pdf>
2. All individuals and/or contractors removing more than 3 square feet, or more than 3 lineal feet of regulated asbestos-containing material must be certified/licensed by the North Dakota Department of Environmental Quality (Department).
3. All regulated asbestos-containing material that will be disturbed must be removed prior to beginning the project.



### Renovation

- A "Notice of Demolition and Renovation" form must be filed with the Department 10 working days before the start of renovation if asbestos-containing material will be disturbed. You can find the form at: <https://deq.nd.gov/forms/WM/asbestos/SFN17987.pdf>
- The Department will provide a response letter to the owner/operator indicating that the notification has been approved. Do not start work until you receive the approval letter from the department.
- Any changes to the notification form must be submitted to the Department as an amended notification.

### Demolition

- A "Notice of Demolition and Renovation" form must be filed with the Department 10 working days before the start of demolition whether asbestos-containing material is present or not. You can find the form at: <https://deq.nd.gov/forms/WM/asbestos/SFN17987.pdf>
- The Department will provide a response letter to the owner/operator indicating that the notification has been approved. Do not start work until you receive the approval letter from the Department.

### **Unsafe Buildings**

A facility that is unsafe to enter, has significant structural deterioration, fire damage or has been designated by a governmental representative as unsafe is still regulated under state asbestos regulations. Contact the Department for guidance/assistance when dealing with an unsafe facility.

### **Disposal**

All asbestos-containing waste material must be properly disposed of in an asbestos approved and permitted landfill. To find out if your local landfill is authorized to accept asbestos-containing waste, check the list of approved landfills at: <https://deq.nd.gov/Publications/WM/ApprovedLandfillFacilitiesThatWillAcceptFriableAsbestosContainingMaterialForDisposal.pdf>.

Please contact the landfill to ensure asbestos-containing waste is accepted. For non-asbestos-containing waste, contact the department's Division of Waste Management - Solid Waste Program to find out proper disposal methods and to locate landfills in your area.

Phone: 701-328-5166 • Website: <https://deq.nd.gov/WM/> • Email [waste@nd.gov](mailto:waste@nd.gov)

### **Questions?**

For more information on asbestos, contact the Department's Division of Waste Management – Asbestos Control Program.

Phone: 701-328-5166 • Website: <https://deq.nd.gov/WM/asbestos/> • Email [asbestos@nd.gov](mailto:asbestos@nd.gov)



**ASBESTOS NOTIFICATION OF DEMOLITION AND RENOVATION**  
 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY  
 DIVISION OF WASTE MANAGEMENT  
 SFN 17987 (3-2019)

**I. Type of Notification** THIS NOTICE MUST BE SUBMITTED 10 WORKING DAYS BEFORE BEGINNING THE ACTIVITY

Original  Revised  Cancelled Date: \_\_\_\_\_

---

**II. Type of Operation** **III. Is Asbestos Present?**

Demolition  Renovation  Ordered Demolition  Emergency Renovation  Yes  No

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**IV. Dates of Asbestos Removal (MM-DD-YY)** **V. Dates of Demolition or Renovation (MM-DD-YY)**

Start: \_\_\_\_\_ Stop: \_\_\_\_\_ Start: \_\_\_\_\_ Stop: \_\_\_\_\_

---

**VI. Facility Information (Identify owner and operator, if applicable)**

Owner Name \_\_\_\_\_

Owner Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Email \_\_\_\_\_ Telephone Number \_\_\_\_\_

Operator (if different than owner) \_\_\_\_\_

Operator Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Email \_\_\_\_\_ Telephone Number \_\_\_\_\_

---

**VII. Facility Description (Include building name, number and floor or room number)**

Building Name \_\_\_\_\_

Building Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

Site Location (floor or room number(s)) \_\_\_\_\_

Building Size (Sq. Ft.) \_\_\_\_\_ Number of Floors \_\_\_\_\_ Age of Building/Year Built \_\_\_\_\_

Present Use \_\_\_\_\_ Prior Use \_\_\_\_\_

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**VIII. Asbestos Contractor (If applicable, please enter Demolition or Renovation Contractor information on page 2)**

Contractor Name \_\_\_\_\_ ND License Number \_\_\_\_\_

Contractor Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

---

**IX. Asbestos Inspector**

Firm Name \_\_\_\_\_ ND License Number \_\_\_\_\_

Firm Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Name of Inspector \_\_\_\_\_ Telephone Number \_\_\_\_\_

---

**X. Approximate Amount of Asbestos, including:**

	Regulated Asbestos-Containing Material (RACM) to be Removed	Nonfriable Asbestos-Containing Material to be Removed		Nonfriable Asbestos-Containing Material not to be Removed	
		Category I	Category II	Category I	Category II
Pipe (Linear Ft.)					
Surface Area (Sq. Ft.)					
Volume from Facility Component(s) (Cu. Ft.)					



**XI. Testing Procedure for Determining Asbestos and Type of Asbestos Material(s)**  
 PLM  TEM  Other: \_\_\_\_\_ Type of Asbestos-Containing Material(s) \_\_\_\_\_

**XII. Description of Work Practices and Engineering Controls to Prevent Asbestos Emissions (check all that apply)**  
 Adequately Wet Materials  Glove Bag  Seal in Leak Tight Containers  Encapsulate  
 Negative Air Containment  Seal in Leak Tight Wrapping  Mini-enclosure  Other: \_\_\_\_\_

**XIII. Description of Planned Demolition or Renovation Work (backhoe, bulldozer, hand removal, etc.)**  
 Will the Facility or Facility Debris be Burned?  
 Yes  No If yes, you must contact your local Health Unit or the Waste Management Division at 701.328.5166, to complete an Open Burn Variance Application: SFN 8509.

**XIV. Demolition Contractor**

Firm Name		Secretary of State License Number	
Firm Address	City	State	ZIP Code
Contact Person		Telephone Number	

**XV. Waste Transporter**

Name		Waste Hauler Permit Number	
Address	City	State	ZIP Code
Contact Person		Telephone Number	

**XVI. Waste Disposal Site for Asbestos-Containing Materials**

Name	Permit Number	Telephone Number	
Address	City	State	ZIP Code

Will the waste be disposed of at a site other than a Landfill approved for asbestos?  Yes  No  
 If yes, you must contact the Waste Management Division at 701.328.5166 to complete an Inert Waste Disposal Variance Application: SFN 50278.

**XVII. Waste Disposal Site for Demolition or Renovation Materials (other than asbestos)**

Name	Permit Number	Telephone Number	
Address	City	State	ZIP Code

**XVIII. If Demolition was Ordered by Government Agency, Identify the Agency and Attach a Copy of the Order**

Authority/Agency	Date of Order (MM/DD/YY)	Telephone Number
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**XIX. Emergency Demolition or Renovation**  
 Is this an emergency demolition or renovation?  Yes  No If yes, you must contact the Department at 701.328.5166.

**XX. Description of Procedures to be Followed in the Event of an Unexpected Asbestos Fiber Release**  
 \_\_\_\_\_  
 \_\_\_\_\_

**XXI. General Comments**  
 \_\_\_\_\_  
 \_\_\_\_\_

**XXII. I certify to the best of my knowledge that the above information is true and correct. I further certify that all asbestos abatement work on this project will be performed by individuals certified in accordance with the North Dakota Air Pollution Control Rules 33.1-16-13.**

Signature of Owner/Operator	Print Name	Date
Business/Organization	Telephone Number	

Return form to: North Dakota Department of Environmental Quality  
 Division of Waste Management  
 918 E. Divide Avenue, 3<sup>rd</sup> Floor  
 Bismarck, ND 58501-1947  
 (701)328-5166  
 (701)328-5185 - fax (If faxing, original copy must be mailed with valid signature)



INSTRUCTIONS FOR COMPLETING THE ASBESTOS DEMOLITION AND RENOVATION NOTIFICATION FORM

GENERAL INFORMATION

The Asbestos NESHAP, Section 33.1-15.1-13-02 of the North Dakota Air Pollution Control Rules, requires written notification of demolition or renovation activities in facilities under Subsection 02.6. In most cases, a facility includes all types of structures except single family homes and apartment buildings having no more than four units. The enclosed form must be used to fulfill this requirement. Only complete notification forms will be accepted.

The notification should be typewritten or neatly printed and postmarked or delivered no later than ten working days prior to the beginning of either the asbestos removal activity (Section IV) or demolition activity (in Section V) whichever is applicable.

INSTRUCTIONS

- I. Type of Notification: Check "Original" if the notification is a first time or original notification, "Revised" if the notification is a revision of a prior notification, or "Canceled" if the activity has been canceled. On the right side enter the date that the notification is being submitted.
II. Type of Operation: Check as appropriate for facility demolition, for facility renovation, for ordered demolitions, or for emergency renovations.
III. Is Asbestos Present? Answer "Yes" or "No."
IV. Scheduled Dates of Asbestos Removal (MM-DD-YY): Enter scheduled dates (month/day/year) for asbestos removal work. Asbestos removal work includes any activity, including site preparation, which may break up, dislodge or disturb asbestos material.
V. Scheduled Dates of Demolition/Renovation (MM-DD-YY): Enter scheduled dates (month/day/year) for beginning and ending the planned demolition or renovation project.
VI. Facility Information: Enter the names, addresses, contact persons and telephone numbers of the following:
Owner: Legal owner of the site at which asbestos is being removed or demolition planned.
Operator: Demolition contractor, general contractor, or any other person who leases, operates, controls or supervises the site.
If known, the name of the site supervisor should be entered as the contact person for the notification. If additional parties share responsibility for the site, demolition activity, renovation or ACM removal, include complete information (including name, address, contact person and telephone number) on additional sheets submitted with the form.
VII. Facility Description: Provide the following information on the areas being renovated or demolished:
Building Address: Physical location of site.
Building Size: The building size in square feet.
Number of Floors: Enter the number of floors including basement, if applicable.
Year Facility was Built or Age: Enter approximate age of the facility.
Present Use/Prior Use: Describe the primary use of the facility or enter the following codes: H -- Hospital; S -- School; P -- Public Building; O -- Office; I -- Industrial; U -- University or College; C -- Commercial; or R -- Residence.
VIII. Asbestos Contractor: Name and address of contractor hired to remove asbestos.
IX. Asbestos Inspector: The firm who conducted the asbestos inspection prior to demolition/renovation.



- X. Approximate Amount of Asbestos Including: (1) Regulated ACM to be removed (including nonfriable ACM to be sanded, ground or abraded); (2) Category I and Category II nonfriable asbestos containing material (ACM) to be removed, and (3) Category I and Category II nonfriable asbestos containing material not to be removed. For both renovations and demolitions, enter the amount of RACM to be removed by entering a number in the appropriate box. If applicable, enter the amount of nonfriable ACM to be removed during a demolition or renovation, and/or enter the amount of nonfriable ACM not to be removed during a demolition or renovation.
- Category I nonfriable material includes packing, gaskets, resilient floor covering and asphalt roofing materials. Category II nonfriable material includes any material, excluding Category I materials, that when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure, or mechanical forces expected to operate on the material during the demolition or renovation activity. All Category II materials must be removed prior to demolition.
- Complete the volume from facility component(s) if asbestos-containing materials have been removed from facility components and the volume is known.
- XI. Asbestos Testing Procedure and Type of Asbestos Materials Present: Check the appropriate box for the procedure that was used to determine asbestos content. Also, describe the kinds of asbestos-containing materials that are present.
- XII. Description of Work Practices and Engineering Controls to Prevent Asbestos Emissions: Check the appropriate box(es) for work practices that will be employed to prevent asbestos emissions.
- XIII. Description of Planned Demolition or Renovation Work: Include a brief description of the renovation/demolition technique(s) to be used. Also, indicate if the facility or facility debris will be burned.
- XIII. Demolition or Renovation Contractor: Name and address of contractor hired to perform demolition or renovation work.
- XV. Waste Transporter(s): Enter the name(s), address(es), contact person(s) and telephone number(s) of the person(s) or company(ies) responsible for transporting ACM from the removal site to the waste disposal site. If the removal contractor or owner is the waste transporter, state "same as owner" or "same as removal contractor." If multiple parties are responsible include complete information on an additional sheet and submit with this form.
- XVI. Waste Disposal Site for the Asbestos-Containing Materials: Identify the waste disposal site, including the complete name, location, and telephone number of the facility. If ACM is to be disposed of at more than one site, provide complete information on an additional sheet submitted with the form. Permit number(s) must be included. If the waste will not be disposed of at a landfill approved for asbestos, then an Inert Waste Disposal Variance Application must be completed and approved by the Department.
- XVII. Waste Disposal Site for Demolition or Renovation Materials: Identify the waste disposal site, including the complete name, location, and telephone number of the facility. If the waste will not be disposed of at a landfill approved for waste materials, then an Inert Waste Disposal Variance Application must be completed and approved by the Department.
- XVIII. If Demolition Ordered by a Government Agency, Please Identify the Agency below: Provide the name of the responsible official, title and agency, authority under which the order was issued and the date of the order. A copy of the order from the government agency must be attached to this form.
- XIX. Emergency Demolition or Renovation Information: Please identify if the work is an emergency demolition or renovation. If yes, please immediately contact the Department.
- XX. Description of Procedures to be Followed in the Event that Unexpected Asbestos Fiber Release: Provide adequate information to demonstrate that appropriate actions have been considered and can be implemented to control asbestos emissions adequately, including at a minimum, conformance with applicable work practice standards. Attach an additional sheet of paper if needed and submit with this form.
- XXI. General Comments: as necessary. Attach an additional sheet of paper if needed and submit with this form.
- XXII. Verification and Certification: Certify the accuracy and completeness of the information provided and the intent to comply with the North Dakota Air Pollution Control Rules by signing and dating the notification form. Please sign and print the name of the owner or operator and list the business or organization the owner or operator is affiliated with.



## ATTACHMENT III-B

### WATER WELL CONTRACTORS

#### ARTICLE 33-18 WATER WELL CONTRACTORS

Chapter	
33-18-01	Water Well Construction and Water Well Pump Installation
33-18-02	Ground Water Monitoring Well Construction Requirements

#### CHAPTER 33-18-01 WATER WELL CONSTRUCTION AND WATER WELL PUMP INSTALLATION

Section	
33-18-01-01	Responsibility
33-18-01-02	Definitions
33-18-01-03	Plans and Specifications
33-18-01-04	Location of Wells
33-18-01-05	Protection of Ground Water Sources
33-18-01-06	General Well Construction Requirements
33-18-01-07	Pump Installation for Water Wells
33-18-01-08	Storage Tanks
33-18-01-09	Materials for Water Distribution
33-18-01-10	Cross-Connection Control

##### **33-18-01-01. Responsibility.**

It is the responsibility of any person, partnership, association, or corporation engaged in the business of construction of water wells, the installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems, to comply within the meaning of this chapter pursuant to North Dakota Century Code chapters 23-01, 43-35, and 61-28.1.

A person, partnership, association, or corporation may not engage in the business of water well construction, the installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems, unless a certified water well contractor, water well pump and pitless unit installer, or geothermal system driller is in charge.

The certified water well contractor, water well pump and pitless installer, or geothermal system driller in charge shall provide inspection and supervision of all water well construction activities, installation of water well pumps, pitless units, or other appurtenances, or both, or drilling of geothermal systems.

**History:** Amended effective January 1, 1984; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19

**Law Implemented:** NDCC 43-35-19

##### **33-18-01-02. Definitions.**

For the purpose of this chapter, the following definitions shall apply:

1. "Abandoned well" means a well whose use has been permanently discontinued.
2. "Annular space" means the opening between a well hole excavation and the well casing or curb, or between a casing pipe and a liner pipe.
3. "Appurtenances" means valves, meters, taps, gauges, or other devices required for adequate control or measurement of the well output.
4. "Aquifer" means a water-bearing formation that transmits water in sufficient quantities to supply a well.



5. "Casing" shall mean the pipe installed in the drill hole to give unobstructed access to the water-bearing formation.
6. "Constructing" a well includes boring, digging, drilling, or excavation in installing casings, well screens, and other appurtenances.
7. "Contamination" means alteration of the physical, chemical, or biological quality of the water so that it is harmful or potentially injurious to the health of the users or for the intended use of the water.
8. "Department" means the North Dakota state department of health.
9. "Disinfection" means the killing of infectious agents outside the body by chemical or physical means.
10. "Drawdown" means the extent of lowering the water surface in a well and of the water table adjacent to the well, resulting from the discharge of water from the well by pumping or natural flow.
11. "Drilling" means making any opening in the earth's surface by drilling, boring, or otherwise, and includes inserting any object into any part of the earth's surface for the purpose of obtaining an underground water supply except drainage tiles or similar devices designed primarily to improve land by removing excess water.
12. "Established ground surface" means the permanent elevation of the surface of the ground at the site of the well.
13. "Filter pack" means a clean sand or sand and gravel material of selected grain size and gradation which is installed in the annular space between a well hole excavation and the outside of the well screen for the purpose of preventing formation material from entering the screen.
14. "Geothermal system driller" means any person who is certified to conduct the business of drilling, boring, or excavating for the purpose of constructing or substantially modifying a geothermal energy extraction facility.
15. "Ground water source" means all water obtained from dug, drilled, bored, or driven well, infiltration lines, and springs.
16. "Grout" or "grouting material" means any stable impervious bonding material which is capable of providing a watertight seal between the casing and the formation throughout the depth required to protect against objectionable matter and which is reasonably free of shrinkage.
17. "Liner pipe" means a pipe installed inside a completed and cased well for the purpose of sealing off undesirable water or for repairing ruptured or punctured casing or screens.
18. "Pitless adapter" means a commercially manufactured device designed for attachment to a well casing and is so constructed as to prevent the entrance of contaminants into the well or potable water supply, conduct water from the well below the frostline to prevent freezing, and provide full access to the water system components within the well.
19. "Pitless unit" means a factory-assembled device with cap which extends the upper end of a well casing to above grade and is so constructed as to prevent the entrance of contaminants into the well or potable water supply, conduct water from the well below the frostline to prevent freezing, and provide full access to the well and the water system components within the well.



20. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects, with the bacteriological and chemical quality conforming to applicable standards.
21. "Pressure tank" or "hydropneumatic tank" means a closed water storage container constructed to operate under a designed pressure rating to modulate the water system pressure within a selected range.
22. "Private water supply" means one that is not for public use.
23. "Public water supply" means a water supply connected to at least fifteen service connections or regularly serves an average of twenty-five persons daily, sixty days out of the year.
24. "Pumps" and "pumping equipment" means any equipment or materials utilized or intended for use in withdrawing or obtaining ground water for any use, including, without limitation, seals and tanks, together with fittings and controls.
25. "Repair" means any action which results in a breaking or opening of the well seal or replacement of a pump.
26. "Shall" means mandatory compliance with all aspects of the rules and regulations for water well construction and water well pump installation.
27. "Should" means provisions which are not mandatory but which are recommended or desirable procedures or methods. Deviation from the rules and regulations for water well construction and water well pump installation is subject to individual consideration.
28. "Static water level" means the elevation of the surface of the water in a well when no water is being discharged therefrom.
29. "Water well contractor" means any person who is certified to conduct the business of well drilling under the provisions of North Dakota Century Code chapter 43-35.
30. "Water well pump and pitless unit installer" means any person who is certified to conduct the business of installing water well pumps and pitless units under the provisions of North Dakota Century Code chapter 43-35.
31. "Well development" means the general process to achieve sand-free water at the highest possible well capacity.
32. "Well seal" means an approved arrangement or device used to cap a well or to establish and maintain a junction between the casing or curbing of a well and the piping or equipment installed therein, the purpose or function of which is to prevent pollutants from entering the well at the upper terminal.
33. "Well vent" means an outlet at the upper terminal of the well casing to allow equalization of air pressure in the well and escape of toxic or inflammable gases.
34. "Wells" means any artificial opening or artificially altered natural opening however made by which ground water is sought or through which ground water flows under natural pressure or is artificially withdrawn; provided, that this definition does not include a natural spring, stock ponds, or holes drilled for the purpose of exploration for production of oil, gas, gravel, or other minerals.

**History:** Amended effective September 1, 1986; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1



### **33-18-01-03. Plans and specifications.**

No public water well shall be constructed or modified, or water well pump, pitless unit, or other appurtenances be installed without prior approval of plans and specifications. Plans and specifications shall be submitted to the department for review prior to construction. Note chapter 33-03-08. The plans and specifications shall include:

1. Proposed well location.
2. Location and depths of existing wells, location of septic tanks, absorption fields, sewers, barnyards, feedlots, landfills, and high water marks of lakes or streams with a radius of five hundred feet [152.4 meters].
3. Elevation of highest known flood levels, upper terminal of well casing, floor of structure, and outside grade.
4. A schematic drawing of the well construction showing diameter and depth of drill holes, casing and liner diameters and depths, grouting depths, and other details as necessary to completely describe the proposed well.
5. Certification that the state engineer, North Dakota state water commission, has issued a conditional water permit for the beneficial use of water from the well to be constructed, if such a permit is required pursuant to North Dakota Century Code section 61-04-02.

Routine maintenance and repair does not require submission of plans and specifications.

**History:** Amended effective January 1, 1984.

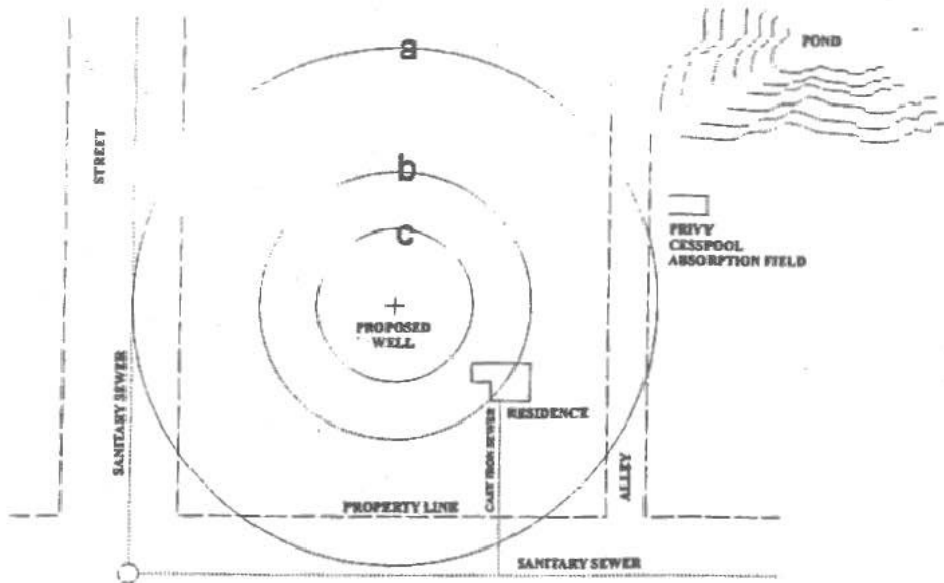
**General Authority:** NDCC 43-35-19

**Law Implemented:** NDCC 43-35-19

### **33-18-01-04. Location of wells.**

1. **Relation to sources of contamination.** Determination of minimum lateral distances of a well from potential sources of contamination, involves evaluation of the character and location of the sources of contamination, types of geologic formations, depth to the aquifer, effect on ground water movement by well pumping, and possibilities of flooding of the site by surface waters.

Based on experience, accepted minimum lateral distances for some common sources of pollution with respect to a well have been established. The lack of specific distances for other possible sources of contamination such as refuse disposal sites, excavations, waste treatment facilities, buried oil and gasoline storage tanks, improperly constructed wells and cisterns, etc., does not minimize their potential hazards.



The site should be on high ground and be:

- a. At least one hundred feet [30.48 meters] (fifty feet [15.24 meters] for private wells) from privy pits, cesspools, septic tanks, absorption fields, barnyards, feedlots, high water marks of lakes, streams, sloughs, ponds, etc., when well is constructed in unconsolidated soils with filtering properties.
- b. At least thirty feet [9.14 meters] from sewerlines.
- c. At least ten feet [3.05 meters] from basements or pits.
- d. At least twenty feet [6.1 meters] from overhead powerlines and other hazardous devices. Note North Dakota Administrative Code section 24-02-01-03.

Greater distances are always preferable and often necessary, depending upon soil conditions. When wells are constructed in consolidated formations, care must be taken in locating the wells as pollutants have traveled great distances in such formations.

2. **Relation to buildings.** When a well must be located adjacent to a building, it shall be located so that the centerline of the well extended vertically will clear any projection from the building by not less than two feet [60.96 centimeters].

Every well shall be reasonably accessible for proper repair, cleaning, testing, inspection, or other attention as may be necessary.

The well casing shall not extend through nor shall the top of the well casing or any other well opening terminate in the basement of any building or in a pit, room, or other space which is below ground surface.

**History:** Amended effective January 1, 1984.

**General Authority:** NDCC 43-35-19



Law Implemented: NDCC 43-35-19

**33-18-01-05. Protection of ground water sources.**

1. **Minimum protective depths of wells.** All wells shall be watertight to exclude contamination. Wells shall be designed to seal off formations that are or may be contaminated or undesirable.

Unless approved otherwise by the department, the annular space between a well hole excavation and the outside of the well casing shall be filled with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets at least one and one-half inches [3.81 centimeters] in thickness from a depth of not less than thirty feet [9.1 meters] to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed. Wells with a depth of thirty feet [9.1 meters] or less shall be grouted from within two feet [60.96 centimeters] of the top of the well screen to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed. Greater depths are preferable and may be required for specific installations as determined by review of the plans and specifications.

The annular space of wells constructed in unconsolidated formations without overlying confining beds and static water levels less than thirty feet [9.1 meters] below the ground surface shall be filled with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets at least one and one-half inches [3.81 centimeters] in thickness from the static water level or a depth of not less than ten feet [3.0 meters], whichever is greater, to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed.

Driven well casing may, when conditions warrant, be installed without grouting.

2. **Required protection for various sources.**

- a. **Radial collector wells.** The location of all caisson construction joints and porthole assemblies shall be indicated. The caisson wall shall be substantially reinforced. Radial collectors shall be in areas and at depths approved by the department. Provisions shall be made to assure minimum vertical rise. The top of the caisson shall be covered with a watertight floor. All openings in the floor shall be curbed and protected from entrance of foreign material. Pump discharge piping shall not be placed through caisson walls.
- b. **Dug or bored wells.** Dug or bored wells greater than two feet [60.96 centimeters] in diameter shall be developed only where geological conditions preclude the development of a satisfactory drilled well.

Every dug or bored well shall have a continuous watertight casing. The section of casing in the producing zone serving as the well screen shall readily admit water and be structurally sound to withstand external pressures.

The open space between the excavation and the installed casing shall be sealed with neat cement grout, high-solids bentonite clay grout, bentonite chips, or bentonite tablets.

The watertight casing shall extend at least twelve inches [30.48 centimeters] above finished ground surface. A cover slab at least four inches [10.16 centimeters] thick, adequately reinforced and having a diameter sufficient to overlap the lining by two inches [5.08 centimeters] shall be provided. The slab shall be constructed without joints.

The top of the slab shall be sloped to drain to all sides and a watertight joint made where the slab rests on the well casing using cement mortar or a mastic compound.

A manhole, if installed, shall be provided with a curb cast in the slab and extending at least four to six inches [10.16 to 15.24 centimeters] above the slab. The manhole shall



have a watertight overlapping cover extending down around the curb by at least two inches [5.08 centimeters].

Adequate sized pipe sleeve or sleeves shall be cast in place in the slab to accommodate the type of pump or pump piping proposed for the well.

- c. Infiltration wells. Infiltration wells may be considered where geological conditions preclude possibility of developing an acceptable drilled well. The area around the well shall be under the control of the water purveyor for a distance acceptable to or required by the department. The flow in the lines shall be by gravity to a collecting well. The water shall be continuously chlorinated to assure bacterial purity.
- d. Flowing wells. The construction of flowing wells shall be in compliance with North Dakota Century Code chapter 61-20.

The construction of flowing wells shall be such that the flow from them can be controlled. Well casing shall be installed, and the annular space grouted with neat cement to form a tight seal. The neat cement grout shall extend upward from within twenty feet [6.1 meters] of the top of the aquifer to the ground surface or the upper end of the well casing if a pitless unit or adapter is installed.

Well casings shall be joined in a watertight manner. Flow control should consist of valved pipe connections, watertight pump connections, or receiving reservoirs set at an elevation corresponding to the artesian head.

- e. Existing wells. The department shall be consulted for requirements concerning the reconstruction of existing wells.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

**33-18-01-06. General well construction requirements.**

- 1. **Construction water.** Water used in the drilling process shall be obtained from a source which will not result in contamination of the well. Chlorination of the water with an initial dosage of not less than fifty milligrams per liter (one gallon [3.78 liters] of laundry bleach or 0.6 pounds [1.32 kilograms] of calcium hypochlorite per one thousand gallons [3.78 kiloliters] of drilling water) is recommended.

Waters from surface sources must be chlorinated with a minimum dosage of one hundred milligrams per liter (two gallons [7.56 liters] of laundry bleach or 1.2 pounds [2.64 kilograms] of calcium hypochlorite per one thousand gallons [3.78 kiloliters] of drilling water).

- 2. **Ferrous well casing.**

- a. **General.** Casing and liner pipe of wrought iron or steel through ten inches [25.4 centimeters] in diameter shall be prime pipe meeting current American Society for Testing and Materials Schedule 40, or equivalent specifications. Larger diameter pipes shall have a minimum wall thickness of three hundred seventy-five thousandths of an inch [0.952 centimeter].

All casing shall have additional thickness and weight if standard thickness is not considered sufficient to assure reasonable life expectancy of the well or be capable of withstanding forces to which they are subjected.



have a watertight overlapping cover extending down around the curb by at least two inches [5.08 centimeters].

Adequate sized pipe sleeve or sleeves shall be cast in place in the slab to accommodate the type of pump or pump piping proposed for the well.

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All casing shall have additional thickness and weight if standard thickness is not considered sufficient to assure reasonable life expectancy of the well or be capable of withstanding forces to which they are subjected.



8. **Yield and drawdown test.** Every well should be tested for yield and drawdown. The test method to be followed should be clearly outlined in the specifications. The test pump should have a maximum capacity at least equal to one and one-half times the capacity of water anticipated. The test pump should be able to operate continuously until the rate of decline of the pumping water level has stabilized. Test data to be recorded should include:
  - a. Static water level.
  - b. Pumping rate.
  - c. Drawdown during test.
  - d. Recovery water levels.
  - e. Depth of pump setting.

Duration of the test shall be determined with due consideration given to pumping of sand, clarity of water pumped, and the obtaining of a representative sample of water for chemical analysis.

9. **Chemical conditioning.** When chemical treatment of a public well is proposed, the method of conditioning shall be included in the specifications. The equipment, chemicals, and inhibitors to be used, the method of testing for chemical residuals, and the disposal of waste shall be indicated.

10. **Grouting requirements.**

- a. **Neat cement grout.** The mixture should consist of one sack of cement (ninety-four pounds [42.64 kilograms]) to not more than six gallons [22.71 liters] of clean water. Bentonite additives up to five pounds [2.27 kilograms] per sack of cement to increase fluidity may be used. Pozzuolana additives up to thirty-three pounds [14.97 kilograms] per sack of cement may be used.
- b. **Heat of hydration.** Care must be used when grouting thermoplastic well casing with neat cement grout. Heat caused by hydration during curing of the cement may cause weakening of the well casing. High peak temperatures may be minimized by adding sand or bentonite clay to the neat cement grout mixture to increase the curing time. The amount of sand or bentonite clay added to the neat cement grout may not exceed five pounds [2.27 kilograms] per sack of cement.
- c. **High-solids bentonite clay grout.** The mixture must consist of not less than three pounds [1.36 kilograms] of bentonite clay per gallon [3.79 liters] of clean water.

High-solids bentonite clay grout, bentonite chips, or bentonite tablets must be commercially prepared specifically for the purpose of sealing water wells. The use of bentonite drilling fluids as a grouting material is not permitted.
- d. **Grouting guides.** Casing that is to be grouted in the drill hole or annular opening shall be provided with sufficient guides welded to the casing to permit the unobstructed flow and uniform thickness of grout.
- e. **Grout application.** Grout material must be positively and accurately placed to fill all voids. All grouting should be performed by adding the mixture, from the bottom of the annular space upward, in one continuous operation, until the annular space is filled. Sufficient annular opening shall be provided to permit a minimum of one and one-half inches [3.81 centimeters] of grout around the casing, including couplings, if used.



Bentonite chips or tablets may be added from the top of the annular space to a maximum depth of thirty feet [9.1 meters] provided the grout material is positively and accurately placed to fill all voids and hydrated after placement.

11. **Plumbness and alignment.** Every well shall be tested for plumbness and alignment upon completion of construction. The casing shall be sufficiently plumb so as not to interfere with the installation and operation of the pump. (See recommended procedures in the appendix to this chapter.)
12. **Well construction data.** The water well contractor shall provide the North Dakota board of water well contractors with an accurate record of well construction data. Drill cuttings should be obtained at five-foot [1.52-meter] intervals, and at all pronounced changes in formation. Well construction data shall include an accurate record of the drill hole diameters and depths, assembled order of size and length of casings and liners, grouting depths, formations penetrated, water levels, location of blast shots, and pumping tests. Well construction report forms are available from the North Dakota board of water well contractors.
13. **Upper terminal of well.** The casing or pitless unit for all ground water sources shall project not less than twelve inches [30.48 centimeters] above the final ground elevation, the well cover slab, or pumphouse floor.

Sites subject to flooding shall have the top of the protective casing, pitless unit, the cover of every dug well, and the floor of the pumphouse at least two feet [60.96 centimeters] above the highest-known flood elevation and be surrounded by earthfill.

14. **Capping.** The well must be protected during construction. A properly fitted cap designed for the type of well casing installed shall be used to protect the well from surface contamination until pumping equipment is installed.
15. **Bacteriological and chemical quality of water.** Every new, modified, or reconditioned ground water source shall be thoroughly cleaned and disinfected after the completion of construction and again after the permanent pump has been installed. The certified water well contractor or pump and pitless unit installer in charge during well construction and pump installation shall advise the well owner that one or more water samples from the source should be submitted to an approved laboratory for bacteriological analysis and that the well should not be placed into service until satisfactory bacteriological results are obtained.

Wells intended for use by a public water system shall be sampled for bacteriological analysis and the following chemicals and not placed into service until the results are deemed by the department to comply with the primary drinking water standards established under the Safe Drinking Water Act: antimony, arsenic, barium, beryllium, cadmium, chromium, copper, cyanide, fluoride, lead, mercury, nickel, combined nitrate/nitrite, selenium, thallium, manganese, and sulfate. When it is established that the ground water is subject to continuous or intermittent contamination, or for public water systems that the ground water is under the direct influence of surface water, provisions for continuous disinfection will be required.

16. **Chemical quality of water.** Every new, modified, or reconditioned ground water source should be examined for its chemical characteristics by tests of a representative sample in a department or other approved laboratory. The samples should be collected and tested as soon as practical.
17. **Water level measurement.** Provisions should be made for periodic measurement of the static and pumping water levels in the completed well. The installation shall be made in such manner as to prevent the entrances of foreign material.



18. **Water supply wells, geothermal ground water and return wells, and special purpose water wells.** All wells designed as water supply wells, geothermal ground water or return wells, or special purpose water wells shall be constructed in accordance with this chapter.

Each well shall be protected at its upper terminal to preclude the entrance of foreign materials.

19. **Abandoned wells.** Any abandoned water wells, including test wells, uncompleted wells, and completed wells shall be sealed by restoring, as far as possible, the controlling geological conditions which existed before the wells were drilled.

Sealing of wells results in:

- a. Elimination of physical hazards.
- b. Prevention of contamination of ground water.
- c. Conserving yield and hydrostatic head of aquifers.
- d. Prevention of intermingling of desirable and undesirable waters.

Wherever feasible, the wells should be filled with concrete grout or other approved materials. (Note: recommended grouting procedures are in the appendix to this chapter.)

At no time shall any sewage or other contaminated or toxic materials be discharged into an abandoned well.

20. **Organic polymers.** The use of biodegradable organic polymers as a drilling fluid additive has resulted in persistent microbiological contamination of ground water supplies. Organic polymers shall be used only when approved in writing by the department for a specific well construction project.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997; July 1, 2008.

**General Authority:** NDCC 43-35-19, 43-35-19.1, 43-35-19.2

**Law Implemented:** NDCC 43-35-19, 43-35-19.1, 43-35-19.2

### **33-18-01-07. Pump installation for water wells.**

1. **Pumphouse appurtenances.** The installation of necessary appurtenances for public wells shall be as illustrated in pump installation details contained in the diagrams attached to this chapter.
  - a. **Floor drain.** The pumphouse floor shall be watertight and shall slope away from the pump base. The pumphouse floor shall be provided with a floor drain discharging to a sump at least twenty-five feet [7.62 meters] from the well.
  - b. **Vents.** Provisions shall be made for venting the well casing to the atmosphere. There shall be no holes in the pump base which might allow wastewater or other material to enter the well. A breather tube shall be installed of sufficient size to permit air to enter and leave the well freely with the changing of water elevation caused by starting and stopping the pump. The breather tube shall terminate in a full one-hundred-eighty-degree bend at least eighteen inches [45.72 centimeters] above the floor, securely screened with sixteen mesh wire screen. If the breather tube or a depth gauge line passes through the base of the pump or through the seal connection into the well, the hole about the tube shall be sealed.
  - c. **Water level measurement.** An access plug for a measuring tape or an air line and drawdown gauge for determining location of the water level shall be installed during the installation of the pump on all public wells. Installation of permanent water level



18. **Water supply wells, geothermal ground water and return wells, and special purpose water wells.** All wells designed as water supply wells, geothermal ground water or return wells, or special purpose water wells shall be constructed in accordance with this chapter.

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  - c. **Water level measurement.** An access plug for a measuring tape or an air line and drawdown gauge for determining location of the water level shall be installed during the installation of the pump on all public wells. Installation of permanent water level



- (3) The pitless adapter must be connected to the well casing with clamps-and-gasket or by welding and must be watertight. To assure a watertight connection between the pitless adapter and the well casing, care must be used in cutting the hole in the well casing, preferably with a hole-cutting saw. All burrs from the cutting process must be removed. Both the outside and the inside surfaces of well casing surrounding the hole must be smooth.
  - (4) A pitless cap or cover must enclose the upper terminal of the well casing. The cap, entrance of electrical cables, vent piping, air lines, etc., must be as specified for pitless units.
  - (5) All field connections between the pitless adapter and the water service pipe must be threaded, flanged, or mechanical joint.
  - (6) All other aspects of pitless adapter requirements must be as specified for pitless units.
- c. Freezing. Water service piping must be installed below recorded frost penetration. A minimum depth of seven feet [2.28 meters] below grade is recommended to prevent freezing.
4. **Over-the-well pumps.** Power-driven pumps located over a well shall be installed on a concrete base of sufficient height to permit the outside casing to extend one inch [2.54 centimeters] above the concrete base. On all public water wells, the annular opening between the drill hole and casing shall be filled with cement grout before the pump base and pumphouse floor are constructed. If the well is of the gravel wall type, the outer casing shall extend at least twelve inches [30.48 centimeters] above the pumphouse floor with suitable provisions made for adding gravel. The inner casing shall extend one inch [2.54 centimeters] above the pump base. Note diagrams no. 1 and no. 2, pump installation details, in the diagrams attached to this chapter.  
  
A sanitary well seal shall be installed at the top of the well casing to prevent the entrance of contaminated water or objectionable material.
  5. **Pump column.** A separate pump column, suction or discharge pipe shall be installed inside the well casing in all instances, whether the well is to be pumped by suction, airlift, or deep well pump.
  6. **Submersible pumps.** The discharge line installed inside of the well casing must meet the standards for ferrous or nonferrous well casing in subsections 2 and 3 of section 33-18-01-06. The discharge line shall leave the well at the top of the casing. The opening between the discharge line and casing or pipe sleeve shall be sealed watertight with an expanding rubber seal or equivalent device. When an underground discharge is desired, a properly installed pitless unit or, when approved by the department, a pitless adapter shall be used.  
  
The electrical cable shall be firmly attached to the pump riser at intervals of twenty feet [6.10 meters] or less.  
  
When a check valve is not part of the pump, a check valve shall be installed on the pump discharge line within the well.  
  
A check valve on the pump discharge line is not required on nonpressurized wells for livestock use that would be damaged by freezing, when an airgap or other cross-connection control protection is provided.
  7. **Offset pumps.** Pumps offset from public wells shall be located in an aboveground pumphouse or other building. All portions of suction lines buried below the ground surface



between the well and the pump shall be enclosed in a protective pipe of standard thickness and be sealed watertight at both ends.

This requirement shall be considered satisfied if the suction line lies within a pressure discharge line.

Offset pumps for private wells may be located in a basement provided that the pumps and all suction pipes are elevated at least twelve inches [30.48 centimeters] above the floor.

8. **Hand pumps.** Hand pumps shall be of the force type equipped with a packing gland around the pump rod, a delivery spout which is closed and downward directed, and a one-piece bell-type base which is part of the pump stand or is attached to the pump column in a watertight manner.

The bell base of the pump shall be bolted with a gasket to a flange which is securely attached to the casing or pipe sleeve.

9. **Pump controls.**

- a. **Public water wells.** Pump controls for public water wells must be installed in accordance with the manufacturer's recommendations as shown on approved plans and specifications.
- b. **Private water wells.** Pump controls for private water wells should be installed in accordance with manufacturer's recommendations and must include:
  - (1) A pressure-activated pump switch.
  - (2) A thermal overload switch.
  - (3) A flow control orifice or a low water level cutoff switch on all pumps having an output in excess of the well capacity.
  - (4) A pressure relief valve on positive displacement pumps.
  - (5) The installation of necessary appurtenances for private water wells should be as illustrated in diagram no. 4 - pitless unit and appurtenances for private wells.

**History:** Amended effective January 1, 1984; September 1, 1986; April 1, 1997.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

**33-18-01-08. Storage tanks.**

1. **Public water systems.** Storage equipment for public water systems must be as shown on approved plans and specifications.
2. **Private water systems.** Storage equipment must be as follows:
  - a. All tanks must be certified under water system council standards for size and pressure.
  - b. Hydropneumatic tanks must have a working pressure rating in excess of the maximum system pressure but not less than seventy-five pounds per square inch [34.02 kilograms per 6.45 square centimeters].
  - c. All tanks must be coated or made of materials resistant to corrosion.
  - d. All tanks must be constructed of materials or coatings which are nontoxic.



- e. All tanks must be provided with a means of draining.
- f. Atmospheric storage tanks must be provided with a cover to prevent the entrance of unauthorized persons, dirt, or vermin. The cover must be vented with a return bend vent pipe having an area not less than the area of the downfeed riser pipe and the vent must be screened with corrosion-resistant screen having not less than fourteen and not more than twenty openings per linear inch [2.54 centimeters].

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

**33-18-01-09. Materials for water distribution.**

**1. Water service pipe.**

- a. Public water systems. Water service pipe from the well to the point of entrance to a pumphouse or building must be as shown on approved plans and specifications.
- b. Private water systems. Water service pipe from the well to point of entrance to a pumphouse or building must be made of copper, galvanized steel, or approved plastic. Approved plastic (polyvinyl chloride, polyethylene, or polybutylene) must have a minimum pressure rating of one hundred sixty pounds per square inch at seventy-three degrees Fahrenheit [11.25 kilograms per square centimeter at 22.8 degrees Celsius]. Copper tube, when used underground, may not be less than type L. All threaded ferrous pipe and fittings must be galvanized or cement-lined and, when used underground in corrosive soil or filled ground, must be coal tar enamel-coated and threaded joints must be coated and wrapped when installed.

All piping must comply with applicable standards for such piping. Polyvinyl chloride, polyethylene, and polybutylene pipe shall carry the seal of the national sanitation foundation.

Permeation through polyethylene and polybutylene pipes by organic contaminants (including petroleum byproducts) can occur resulting in contamination of water supplies. Where there is known contamination of soils by organics or a high probability that contamination of soils by organics may occur, it is recommended that polyethylene and polybutylene pipe not be used to construct water supply lines.

- 2. **Fittings.** The materials of which water supply system pipe fittings are made must be compatible with the type of piping materials used in the water supply system.
- 3. **Material strength.**
  - a. All materials used for water piping must be suitable for use with the maximum temperature, pressure, and velocity that may be encountered in the installation, including temporary increases and surges.
  - b. When the standards for the piping material used for hot and cold water distribution limit the working pressure or temperature to values lower than usually encountered, the relief valve may be set no higher than the limits of the standard.

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1



**33-18-01-10. Cross-connection control - Backflow protection.**

All wells discharging to sources of contamination, such as livestock watering tanks, must be provided with an approved backflow prevention device or an airgap to prevent the backflow or siphonage of contaminants into the well. The airgap should provide a minimum vertical distance between the potable water pipe outlet and the water surface of not less than twice the diameter of the outlet pipe. Greater distances are preferable.

Overflow lines from stock watering tanks or other sources of contamination may not discharge to the well.

Please consult the North Dakota state plumbing code for details.

**History:** Effective September 1, 1986.

**General Authority:** NDCC 43-35-19, 43-35-19.1

**Law Implemented:** NDCC 43-35-19, 43-35-19.1

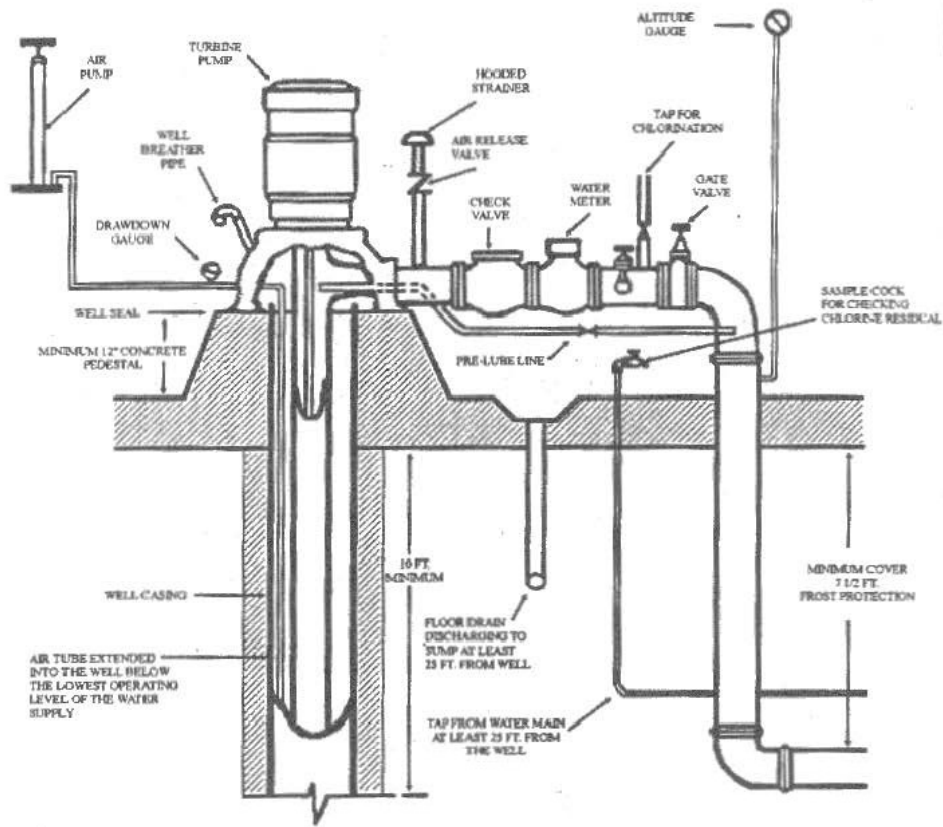


DIAGRAM NO. 1. TURBINE TYPE PUMP AND APPURTENANCES

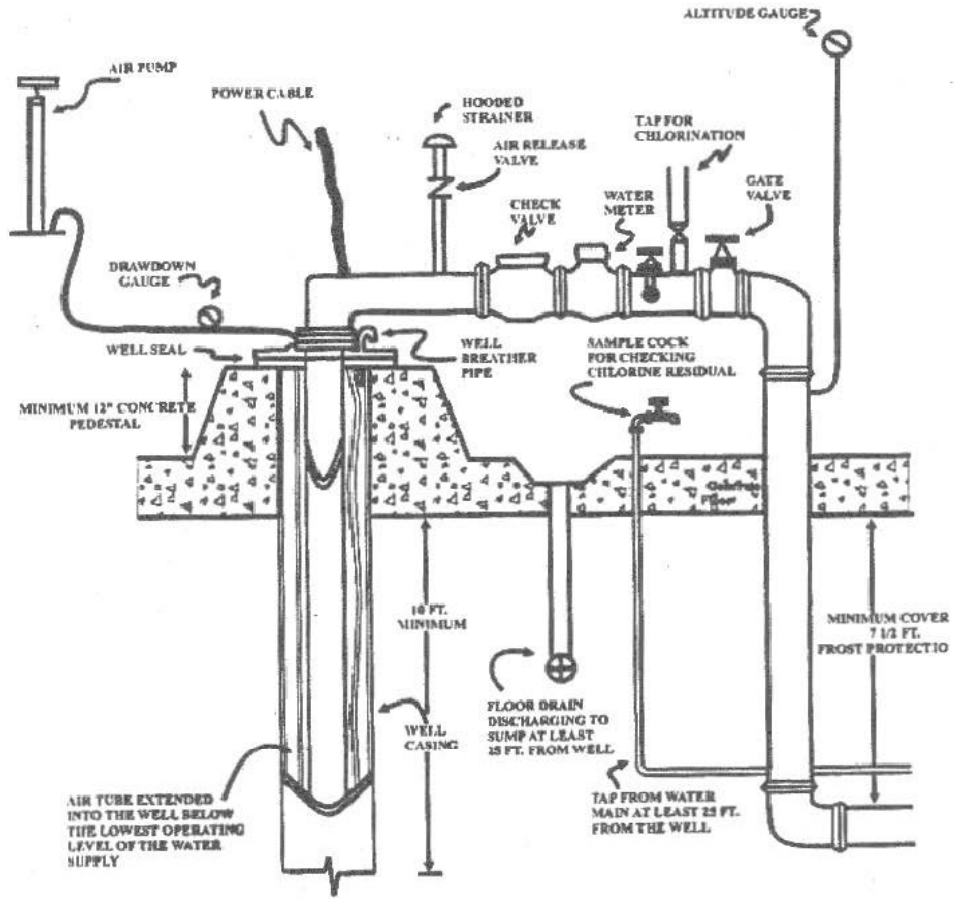


DIAGRAM NO. 2. SUBMERSIBLE TYPE PUMP AND APURTENANCES

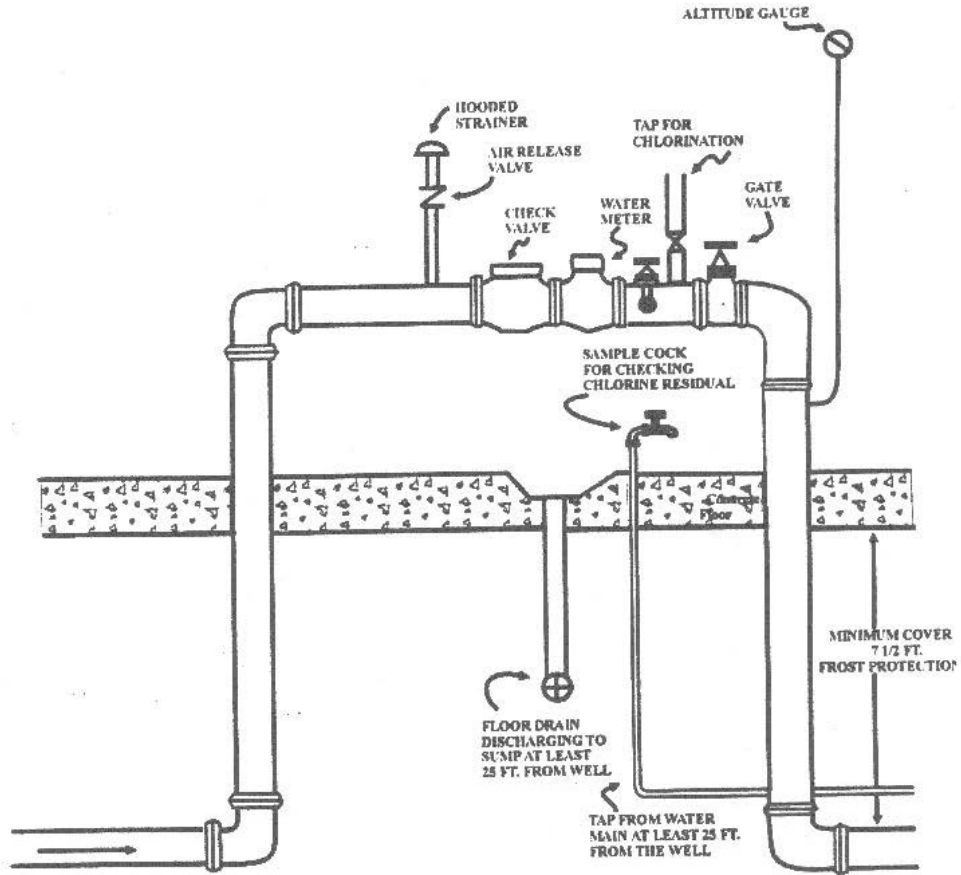


DIAGRAM NO. 3. PITLESS UNIT APPURTENANCES

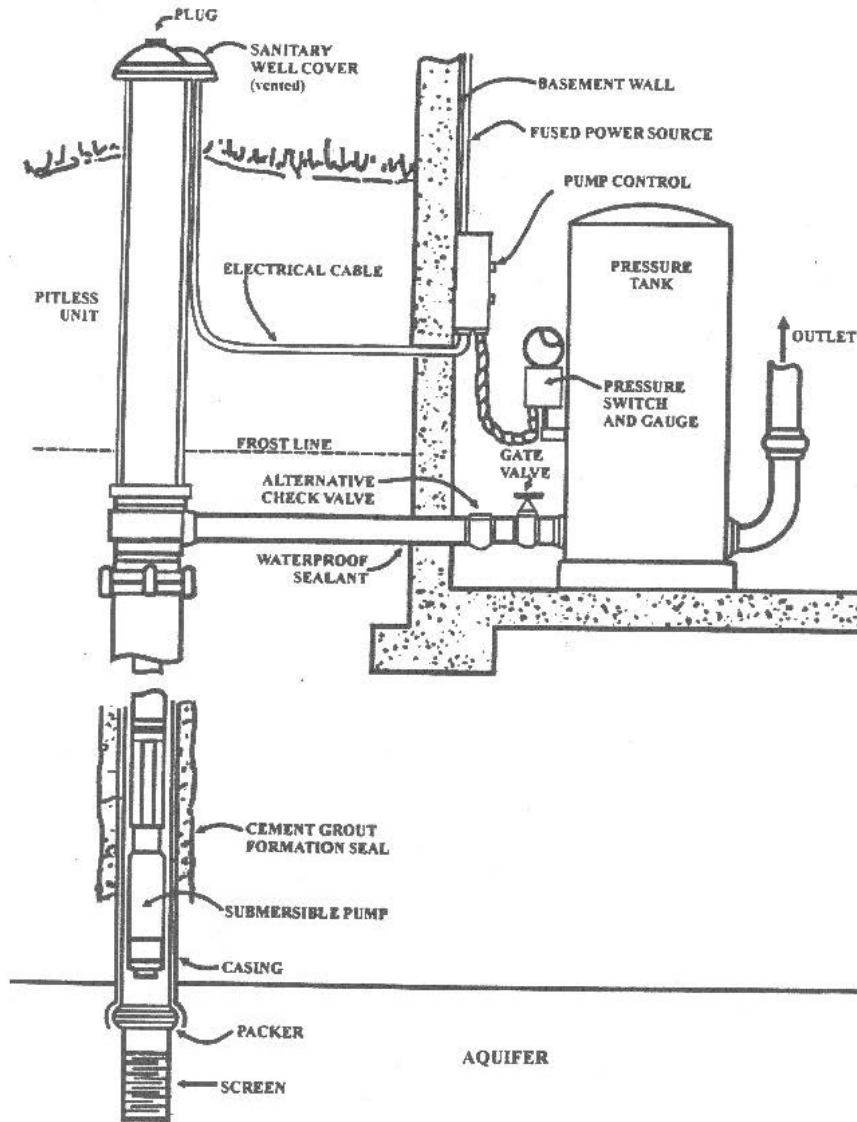


DIAGRAM NO. 4. PITLESS UNIT AND APPURTENANCES FOR PRIVATE WELLS



APPENDIX

I. WELL DISINFECTION

A. General.

Immediately after construction or repair, always disinfect with a strong chlorine solution of fifty to one hundred milligrams per liter. Materials used in construction or repair of a well are contaminated with dirt and bacteria and the water from a well is considered safe to drink only when laboratory tests show that no harmful bacteria are present.

B. Procedure.

1. Determine the amount of water in the well by referring to the table.
2. Add the amount of chlorine compound necessary to give a dosage of fifty milligrams per liter as indicated on the table, into the opening between the casing and the drop pipe. On new well construction, the chlorine should be added just before installation of the pumping equipment.
  - a. Chlorine tablets may be dropped in the top of the well and allowed to settle to the bottom.
  - b. Deep wells with high water levels may require that chlorine solutions be added through a hose inserted down the well casing to ensure proper diffusion of the chlorine.

Chlorine can destroy only the bacteria with which it comes in contact. Agitation of the water in the well may be required to assure thorough mixing. After adding the chlorine, start the pump and operate until the odor of chlorine is detected at the pump discharge.

3. The storage and distribution system should be disinfected along with the well. Open the house faucets and let the water run until the odor of chlorine is apparent.
4. Allow the chlorine solution to remain in the well and distribution system for a period of twenty-four hours. Pump the well and flush the distribution system to remove all traces of chlorine.
5. After pumping, collect a water sample and submit to a laboratory for a bacteriological analysis to assure the safety of the water supply. If contamination is shown to be still present in the water supply, the chlorination procedure should be repeated.
6. When time does not permit well disinfection by the procedure previously described, apply to the entire depth of the well a total volume of 50 mg/l chlorine solution at least four times greater than the volume of water in the well. Allow the chlorine solution to remain in the well for a period of at least two hours. Pump the well and flush the distribution system to remove all traces of chlorine.

QUANTITY OF DISINFECTANT REQUIRED TO GIVE A DOSE OF 50 MILLIGRAMS PER LITER CHLORINE

Diameter of Well, Spring, or Pipe, in Inches	Gallons of Water Per Foot of Water Depth	Ounces of Disinfectant Per 10-Ft. Depth of Water	
		65% Calcium Hypochlorite	5 1/4% Sodium Hypochlorite*
2	0.16	0.02	0.21
3	0.37	0.04	0.47
4	0.65	0.07	0.83



5	1.00	0.10	1.30
6	1.47	0.15	1.87
8	2.61	0.27	3.32
10	4.08	0.31	5.19
12	5.88	0.60	7.47
18	13.22	1.36	16.80
24	23.50	2.41	29.87
36	52.88	5.43	67.20
48	94.01	9.65	119.47

\*Sodium Hypochlorite, also known as Bleach, Clorox, etc., can be purchased at most drug and grocery stores.

One heaping tablespoon of 65% calcium hypochlorite = approximately 1/2 oz.

Six (6) 65% calcium hypochlorite tablets = approximately 1 oz.

Heavy concentrations of chlorine on or near the well screen with waters very high in iron and/or iron bacteria may result in oxidation of iron on the well screen. Efficiency of the well screen and well output could be reduced under such conditions.

II. LABORATORY SERVICE. Chemical and microbiological laboratory service is provided by the North Dakota state department of health laboratory located at 1205 Avenue A West, Bismarck, North Dakota. Mailing address is:

North Dakota State Department of Health  
 Division of Laboratory Services  
 P.O. Box 937  
 Bismarck, ND 58502

Microbiological laboratory service is available from:

First District Health Unit  
 801 11th Avenue SW  
 P.O. Box 1268  
 Minot, ND 58702-1268

Southwestern District Health Unit  
 2869 Third Avenue West  
 Dickinson, ND 58601

Fargo Cass Public Health  
 Environmental Laboratory  
 435 14th Avenue South  
 Fargo, ND 58103

Grand Forks Environmental  
 Laboratory  
 503 South Fourth Street  
 Grand Forks, ND 58201

III. RECOMMENDED PROCEDURES.

A. Plumbness and Alignment.

Every public water well, before being officially accepted, should be tested for plumbness and alignment. The test method to be followed should be clearly stated in the specifications. As a minimum, a forty-foot [12.19-meter] section of pipe, or rigid dummy of the same length, having an outside diameter not more than one-half inch [12.7 millimeters] smaller than the diameter of the casing or hole being tested, shall move freely throughout the length of the casing or hole



to the lowest anticipated pump setting. The well should not vary from the vertical in excess of two-thirds of the smallest inside diameter of that part of the well being tested, per one hundred feet [30.48 meters] of depth.

#### B. Abandoned Wells.

For detailed procedures for abandoning wells, see Section A1-13, Sealing Abandoned Wells, AWWA Standards for Deep Wells, A100-66 or later amendments prepared by the American Water Works Association and the National Water Well Association.

#### C. Springs.

Springs should be considered as a water supply only when it is not possible to develop an acceptable well. Springs shall be protected from entry of surface water and should be housed in a permanent structure. Continuous chlorination of springs is recommended to assure the bacterial purity of the water supply.

#### D. Continuous Chlorination of Public Well Water Supplies.

Continuous chlorination is recommended for the safeguarding of public well water supplies. Chlorination not only assists in maintaining the bacterial purity of the water, but also eliminates the growth of taste-and-odor-producing nuisance organisms.

#### E. Livestock Wells.

A check valve on the pump discharge line is not required on nonpressurized wells for livestock use that would be damaged by freezing. The pump discharge line shall have a minimum airgap equal to twice the effective diameter of the discharge line to prevent backflow or siphonage into the well to prevent contamination of the well.

### IV. MEASUREMENT OF WATER WELL DRAWDOWN AND SPECIFIC CAPACITY.

Pumping tests of water supply wells can serve many purposes. Properly planned and conducted tests will reveal information about the performance and efficiency of the well being pumped. In addition, from the data obtained, calculations can be made which interpret ground water aquifer performance.

Measuring each well for pump and well yield, depth to water level, drawdown, and specific capacity should be done on a routine basis. These test results should be compared with previous tests to estimate current well and/or aquifer conditions.

#### A. Terminology.

It is important to understand the meaning of the terms used relating to the pumping test. Some of these terms are as follows:

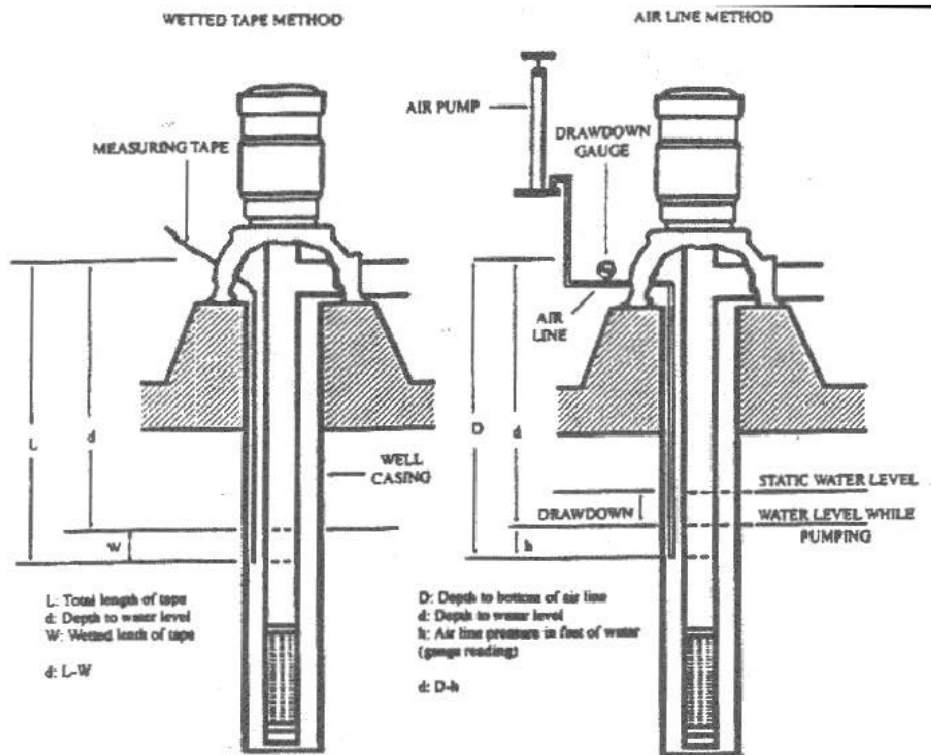
1. **Static Water Level.** This is the level at which water stands in the well when no water is being pumped. It is generally expressed as the distance in feet from the ground surface to the water level in the well.
2. **Pumping Level.** This is the level at which water stands in the well when pumping is in progress. The pumping level may also be referred to as the dynamic water level.
3. **Drawdown.** When a well is pumped, the water level in the vicinity of the well will be lowered. Drawdown is the difference, measured in feet, between the static water level and the pumping level.



4. **Well Yield.** The well yield is the volume of water per unit of time discharged from a well either by pumping or by free flow.
5. **Specific Capacity.** Specific capacity of the well is its yield per unit of drawdown, usually expressed as gallons per minute (gpm) per foot of drawdown.

**B. Determination of Depth to Water Level.**

1. **Wetted Tape Method.** The wetted tape method will accurately measure the depth to water in a well and can be used for depths up to one hundred feet [30.5 meters] or more. Attach a lead weight to the end of a steel measuring tape, if needed. Wipe dry the lower three or four feet [.91 or 1.22 meters] of the tape and coat with carpenter's chalk. Lower the tape into the well through the air vent or other opening until part of the chalked section is below water. Continue to lower the tape until the next even foot mark can be held exactly at a reference point and record the number of feet indicated. The tape is then removed from the well and note is made of the footage of chalked section washed away by the water. Subtract this reading from the reading obtained at the top reference point. The difference in these readings is the depth from the reference point to the water level.
2. **Air Line Method.** The air line method measures depth to water level by determining the air pressure required to push all of the water out of a submerged tube of known length. The air line consists of a one-fourth inch [6.35 millimeters] pipe, copper or plastic tubing, extending from the top of the well to a point several feet below the lowest anticipated water level. To avoid turbulence near the intake of the pump, the lower end of the air line should be at least five feet [1.52 meters] above or below the point where water enters the pump. The exact length of the air line must be known or should be measured as it is placed in the well. Make all joints airtight with white lead or piping compound. The upper end of the tube is fitted with suitable connections for an air gauge, a tire valve, and an air pump.



Pump the air into the line until the gauge pressure is constant. This indicates that all of the water has been expelled from the tube. The gauge reading shows the pressure necessary to support a column of water of a height equal to the depth the tube was submerged. If the gauge indicates feet of water, then it shows directly the submerged length of the line in feet. Subtracting the submerged length from the total length of the air line gives the depth to static water level. Gauges calibrated in pounds per square inch (psi) may be converted to feet of water by multiplying by 2.31.

C. Determination of Drawdown.

Example:      Depth to water before pumping      =    100 feet  
                   Depth to water after pumping         =    125 feet

Drawdown        =    Depth after pumping - depth before pumping  
                       =    125 feet - 100 feet = 25 feet

First, determine the static water level. Second, after the well has achieved a constant pumping rate or yield, measure the depth to the water level. The difference of these readings before and after pumping the well at a specific rate is measured in feet and recorded as feet of drawdown.

D. Determination of Specific Capacity.



Example: Yield of well = 160 gpm Drawdown = 20 feet  
Specific capacity = 160/20 = 8 gpm per foot of drawdown

Specific capacity is calculated by dividing the yield of the well in gallons per minute by the drawdown. Both measurements shall be taken at the same time.

#### E. Interpretation of Water Well Problems.

With proper records of water well tests, well problems can be interpreted. Some rules to follow are:

1. If the output of the well (gpm) drops, the drawdown decreases, and the specific capacity remains the same, the problem is most likely the pump.
2. If the output of the well (gpm) drops, the static water level remains the same, the drawdown increases and the specific capacity decreases, the well may be plugging. Acid clean the well when the specific capacity drops about twenty-five percent.
3. If the output of the well (gpm) drops and the static water level is declining, the aquifer may be depleting.

#### V. GENERAL POLICY - GEOTHERMAL ENERGY

Geothermal energy is the renewable thermal energy of the earth or ground water. Using this form of energy for heating and cooling purposes has become increasingly popular for both commercial and residential purposes. Geothermal regulations are administered by the North Dakota Geological Survey, and require a permit from the State Geologist prior to the installation of a geothermal system. All construction of geothermal energy systems must comply with the rules contained in Chapter 43-02-07, Geothermal Energy Production. These regulations cover both vertical-loop and horizontal-loop systems. Installers should contact the North Dakota Geological Survey for more information regarding installation of geothermal energy systems.

Because of the potential for contamination of drinking water systems and aquifers, and the pollution of surface waters, the North Dakota state department of health provides the following guidance for users of geothermal energy. This policy relates primarily to private individual systems. Commercial and industrial projects should be constructed only after consultation with the department regarding water supply and disposal requirements and the North Dakota Geological Survey regarding construction permitting requirements.

1. The department encourages the conservation of ground water resources, therefore, closed-loop geothermal systems are recommended. Closed-loop systems also have fewer maintenance problems. If an open-loop system is constructed, whenever possible, the water should be reinjected into the supply aquifer or used for other beneficial purposes such as irrigation or stock watering.
2. Users of open-loop geothermal energy systems must be aware of the scale-forming or corrosive nature of some of the highly mineralized water in North Dakota. Some ground water supplies may require treatment prior to use, or serious problems with operation of the heat exchange system can develop. Chemicals used for cleaning the heat exchange system, and the material removed through cleaning, may not be suitable for discharge to the storm sewer system. Problems with the development of scale will often reduce the volume of water that can be disposed into injection wells.
3. All supply and disposal wells shall be constructed to comply with state department of health rules, chapter 33-18-01, "Water Well Construction and Water Well Pump Installation." The



geothermal system should be constructed to eliminate all sources of contamination to the water supply system and the ground water aquifer.

4. If municipal water supply systems are to be used as a source of geothermal energy, an approved backflow prevention device shall be used to separate the geothermal energy from the public water supply system.
5. To protect the drinking water supply, heat exchangers, unless otherwise permitted under the North Dakota state plumbing code, shall be of double-wall construction with a space between the two walls which is vented to the atmosphere.
6. Geothermal energy systems shall not discharge water to either municipal drinking water or sanitary sewer systems. Discharge to the municipal drinking water system is a cross-connection and could result in chemical and/or microbiological contamination of the system. Nearly all cities in the state have sewer use ordinances specifically prohibiting the connection of clear water discharges to the sewer system.
7. Geothermal energy systems may discharge to municipal storm sewer systems with approval of the municipality, and if the discharge water is compatible with the waters of the receiving stream. Degradation of surface waters by discharges from geothermal energy systems will not be allowed.
8. If water is to be reinjected into the ground water system, the discharge should be made to a similar or inferior quality aquifer.
9. Highly mineralized or saline waters, such as from the Dakota formation, should be returned to those aquifers if secondary use is not possible.
10. Evaporation ponds, which do not discharge, may be used as a means of disposal where other methods of disposal are not feasible.
11. Disposal permits under the Underground Injection Control Program or the National Pollutant Discharge Elimination System Regulations may be required. Users of geothermal energy systems should contact the department to determine whether a permit is required for their installation.

#### VI. ABANDONMENT OF TEST HOLES, PARTIALLY COMPLETED WELLS, AND COMPLETED WELLS

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##### Section 1.1 - General

The recommendations contained in this appendix pertain to wells and test holes in consolidated and unconsolidated formations. Each sealing job should be considered as an individual problem, and methods and materials should be determined only after carefully considering the objectives outlined in the standard.

##### Section 1.2 - Wells in Unconsolidated Formations

Normally, abandoned wells extending only into consolidated formations near the surface and containing water under water-table conditions can be adequately sealed by filling with concrete, grout, neat cement, clay, or clay and sand. In the event that the water-bearing formation consists of coarse gravel and producing wells are located nearby, care must be taken to select sealing materials that will not affect the producing wells. Concrete may be used if the producing wells can be shut down for a sufficient time to allow the concrete to set. Clean, disinfected sand or gravel



may also be used as fill material opposite the water-bearing formation. The remainder of the well, especially the upper portion, should be filled with clay, concrete, grout, or neat cement to exclude surface water. The latter method, using clay as the upper sealing material, is especially applicable to large-diameter abandoned wells.

In gravel-packed, gravel-envelope, or other wells in which coarse material has been added around the inner casing to within twenty to thirty feet [6.1 to 9.1 meters] of the surface, sealing outside the casing is very important. Sometimes this sealing may require removal of the gravel or perforation of the casing.

#### Section 1.4 - Wells in Noncreviced Rock Formations

Abandoned wells encountering noncreviced sandstone or other water-bearing consolidated formations below the surface deposits may be satisfactorily sealed by filling the entire depth with clay, provided there is no movement of water in the well. Clean sand, disinfected if other producing wells are nearby, may also be used through the sandstone up to a point ten to twenty feet [3.0 to 6.1 meters] below the bottom of the casing. The upper portion of this type of well should be filled with concrete, neat cement, grout, or clay to provide an effective seal against entrance of surface water. If there is an appreciable amount of upward flow, pressure cementing or mudding may be advisable.

#### Section 1.5 - Multiple Aquifer Wells

Some special problems may develop in sealing wells extending into more than one aquifer. These wells should be filled and sealed in such a way that exchange of water from one aquifer to another is prevented. If no appreciable movement of water is encountered, filling with concrete, neat cement, grout, or alternate layers of these materials and sand will prove satisfactory. When velocities are high, the procedures outlined in section 1.6 are recommended. If alternate concrete plugs or bridges are used, they should be placed in known nonproducing horizons or, if locations of the nonproducing horizons are not known, at frequent intervals. Sometimes when the casing is not grouted or the formation is nocaving, it may be necessary to break, slit, or perforate the casing to fill any annular space on the outside.

#### Section 1.6 - Wells With Artesian Flow

The sealing of abandoned wells that have a movement of water between aquifers or to the surface requires special attention. Frequently the movements of water may be sufficient to make sealing by gravity placement of concrete, cement grout, neat cement, clay, or sand impractical. In such flow, if preshaped or precast plugs are used, they should be several times longer than the diameter of the well, to prevent tilting.

Since it is very important in wells of this type to prevent circulation between formations or loss of water to the surface or to the annular space outside the casing, it is recommended that pressure cementing, using the minimum quantity of water that will permit handling, be used. The use of wells, large stone aggregate (not more than one-third of the diameter of the hole), lead wool, steel shavings, a well packer, or a wood or cast-lead plug or bridge will be needed to restrict the flow and thereby permit the gravity placement of sealing material above the formation producing the pressure mudding instead of this process if sometimes permissible.

In wells which the hydrostatic head producing flow to the surface is low, the movement of water may be arrested by extending the well casing to an elevation above the artesian-pressure surface. Previously described sealing methods suitable to the geologic conditions can then be used.

#### Section 1.7 - Sealing Materials



A number of materials that can be used for sealing wells satisfactorily, including concrete, cement grout, neat cement, clay, sand, or combinations of these materials, are mentioned in this appendix. Each material has certain characteristics and distinctive properties; therefore, one material may be especially suited for doing a particular job. The selection of the material must be based on the construction of the well, the nature of the formations penetrated, the material and equipment available, the location of the well with respect to possible sources of contamination, and the cost of doing the work.

Concrete is generally used for filling the upper part of the well or water-bearing formations, for plugging short sections of casings, or for filling large-diameter wells. Its use is cheaper than neat cement or grout, and it makes a stronger plug or seal. However, concrete will not penetrate seams, crevices, or interstices. Furthermore, if not properly placed, the aggregate is likely to separate from the cement.

Cement grout or neat cement and water are far superior for sealing small openings, for penetrating any annular space outside of casings, and for filling voids in the surrounding formation. When applied under pressure, they are strongly favored for sealing wells under artesian pressure or those encountering more than one aquifer. Neat cement is generally preferred to grout because it does not separate.

Clay, as a heavy mud-laden or special clay fluid applied under pressure, has most of the advantages of cement grout. Its use is preferred by some competent authorities, particularly for sealing artesian wells. Others feel that it may, under some conditions, eventually be carried away into the surrounding formations.

Clay in a relatively dry state, clay and sand, or sand alone may be used advantageously as sealing materials, particularly under water-table conditions where diameters are large, depths are great, formations are caving, and there is no need for achieving penetration of openings in casings, liners, or formations, or for obtaining a watertight seal at any given spot.

Frequently combinations of these materials are necessary. The more expensive materials are used when strength, penetration, or watertightness are needed. The less expensive materials are used for the remainder of the well. Cement grout or neat cement is now being mixed with bentonite clays and various aggregates. Superior results and lower cost are claimed for such mixtures.



ASTM STANDARD A 53\*  
Welded and Seamless Steel  
Pipe Schedule 40 - Standard Weight

Nominal Size (Inches)	External Diameter (Inches)	Internal Diameter (Inches)	Wall Thickness (Inches)	Weight Per Foot (lb)	
				Plain End	Threads and Couplings
1 1/4	1.660	1.380	0.140	2.27	2.28
1 1/2	1.900	1.610	0.145	2.72	2.73
2	2.375	2.067	0.154	3.65	3.68
2 1/2	2.875	2.469	0.203	5.79	5.82
3	3.500	3.068	0.216	7.58	7.62
3 1/2	4.000	3.568	0.226	9.11	9.20
4	4.500	4.026	0.237	10.79	10.89
5	5.563	5.047	0.258	14.62	14.81
6	6.625	6.065	0.280	18.97	19.18
8	8.625	7.981	0.322	28.55	29.35
10	10.750	10.020	0.365	40.48	41.85
12	12.750	12.000	0.375	49.56	51.15
14	14.000	13.250	0.375	54.57	57.00
16	16.000	15.250	0.375	62.58	65.30
18	18.000	17.250	0.375	70.59	73.00
20	20.000	19.250	0.375	78.60	81.00
22	22.000	21.000	0.500	114.81	
24	24.000	23.000	0.500	125.49	
26	26.000	25.000	0.500	136.17	
28	28.000	27.000	0.500	146.85	
30	30.000	29.000	0.500	157.53	
32	32.000	31.000	0.500	168.21	
34	34.000	33.000	0.500	178.89	
36	36.000	35.000	0.500	189.57	



ASTM STANDARD A 589\*  
Water-Well Reamed and Drifted Pipe

Nominal Size (Inches)	External Diameter (Inches)	Internal Diameter (Inches)	Wall Thickness (Inches)	Weight Per Foot (lb)	
				Plain End	Threads and Couplings
1 1/4	1.660	1.380	0.140	2.27	2.30
1 1/2	1.900	1.610	0.145	2.72	2.75
2	2.375	2.067	0.154	3.65	3.75
2 1/2	2.875	2.469	0.203	5.79	5.90
3	3.500	3.068	0.216	7.58	7.70
3 1/2	4.000	3.548	0.226	9.11	9.25
4	4.500	4.026	0.237	10.79	11.00
5	5.563	5.047	0.258	14.62	15.00
6	6.625	6.065	0.280	18.97	19.45
8	8.625	7.981	0.322	28.55	29.35
10	10.750	10.020	0.365	40.48	41.85
12	12.750	12.000	0.375	49.56	51.15

\*From "1973 Annual Book of ASTM Standards"



SDR RATED PVC CASING - WEIGHTS AND DIMENSIONS

NOMINAL SIZE	STANDARD DIMENSION RATIO (SDR)	AVERAGE INCHES O.D.	MIN. INCHES WELL	WEIGHT (LBS/FT)		MINIMUM I.D.					
				AIR	S.P.C.-1	ROUND	I.D. AT ADDITIONAL % OUT OF ROUND				
							1%	2%	3%	4%	5%
4"	21	4.500	.214	1.875	.555	3.961	3.921	3.882	3.842	3.803	3.763
	17	4.500	.285	2.292	.878	3.882	3.843	3.804	3.765	3.726	3.686
	13.5	4.500	.333	2.831	.838	3.730	3.693	3.655	3.618	3.580	3.544
5"	21	5.583	.265	2.870	.850	4.908	4.860	4.811	4.762	4.713	4.664
	17	5.583	.327	3.497	1.035	4.781	4.743	4.695	4.647	4.598	4.552
	13.5	5.583	.412	4.341	1.285	4.801	4.555	4.509	4.463	4.417	4.371
6"	21	6.625	.318	4.074	1.206	5.856	5.797	5.738	5.680	5.621	5.563
	17	6.625	.390	4.966	1.470	5.705	5.648	5.590	5.534	5.478	5.420
	13.5	6.625	.491	6.144	1.819	5.461	5.426	5.371	5.317	5.262	5.207
8"	21	8.625	.410	6.884	2.038	7.817	7.541	7.464	7.388	7.312	7.236
	17	8.625	.508	8.421	2.493	7.427	7.353	7.278	7.204	7.130	7.056
10"	21	10.750	.511	10.693	3.165	9.516	9.421	9.325	9.230	9.135	9.040
12"	21	12.750	.508	15.042	4.452	11.302	11.189	11.078	10.963	10.848	10.736
18"		16.000	.763	23.748	7.029	14.236	14.093	13.950	13.808	13.666	13.523

Pvc / Vinyl Chloride (PVC) casing for water wells will carry the following labels for compliance with the American Society for Testing and Materials (ASTM) specification F480-81.

8" WELL CASING PVC 1120 SDR 21 IC2 F480

This label includes the SDR, IC number, and the NSF-WC logo.

8" WELL CASING PVC 1120 200 PSI SDR 21 IC2 F480 D2241

This label is the same as the first except it has also been tested as ASTM D2241 pressure pipe; therefore, the label includes the NSF-PW logo, as well as the NSF-WC logo.

NOTE: A label will also include the manufacturer's name and production code number, which are not included in the above labels.





## SECTION 01 14 00

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 General Requirements

- A. Measurement and payment shall be as specified in this Section.
- B. The Contractor will be paid for demolition, removal, loading, transporting, and disposal on a per site or per unit item basis as described in each bid category listed in the Bid Schedule (BIDDERS ARE WARNED TO ACCOUNT FOR ALL INCIDENTAL ITEMS AND WORK PERFORMED AT NO ADDITIONAL COST TO THE OWNER). Measurement of Supplemental Bid Items (non-incidentals) will be determined by each unit delivered, removed, and disposed of in accordance with the unit prices listed in the Bid Schedule. The quantity of debris removed under this Contract may vary significantly from the estimated quantities listed on the Bid Form. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in the quantity of work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit prices stated on the Bid Form. Any questions regarding the BID ITEM or CATEGORY must be provided in writing to the Program Administrator prior to six (6) business days before Bid Opening Date.
- C. General scope of work under each bid item includes all labor and materials required for accessing, demolition, removal, loading, transportation, and disposal as outlined in these Specifications.
- D. The total unit bid price shall cover all work required by the Contract Documents for the demolition of structures, removal of slabs and flatwork, fill and grading, and other associated work located on properties identified in work orders. All costs in connection with the proper and successful completion of the work, including mobilization and demobilization from each approved site, furnishing all materials, equipment, supplies, and appurtenances; providing all plans, equipment, and tools; and, performing all necessary labor and supervision to fully complete the work in accordance with these Contract Documents, shall be included in the unit prices bid. All work not specifically set forth as a pay item in the bid proposal shall be considered a subsidiary obligation of the Contractor and as such, all costs in connection therewith shall be included in the bid prices.
- E. All estimated quantities for unit price bid items stipulated in the bid proposal are approximate and are to be used only: (a) as a basis for estimating the probable cost of the work; and, (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein. In the event that there are two or more main structures on a property, all ground level structure square footage will be added together on the appropriate line item.
- F. All measurement and payments will be based on completed work performance in strict accordance with the Contract Documents and in accordance with Contract unit prices. Incidental work and items not listed in the Contract unit price schedule will not be paid for separately but will be included in the payment for the listed item or items to which such incidental work applies. Measurement and payment for bid items shall be full compensation for all labor, equipment,



materials, testing, and incidentals necessary to perform the work in accordance with these Contract Documents and shall include all incidentals thereto for which separate payment is not provided under other items.

#### 1.02 Debris Removal and Disposal

- A. The Contractor is solely responsible for securing and utilizing appropriate disposal facilities for waste generated under this Contract.
- B. Landfill tipping fees, taxes, and all other costs associated with disposal at the certified landfills shall be paid by the Contractor and shall be included in the quoted unit prices listed in the Bid Form.

#### 1.03 Measurement and Payment

##### CATEGORY A – C&D STRUCTURES

Category A Bid Items are for SITES that contain only Construction and Demolition (C&D) type waste. All specified and incidental work described in BIT ITEM NO. 00001 shall apply without limitation to Bid Item No. 00001.

##### BID ITEM NO. 00001 – 625 15<sup>th</sup> St SE

#### A. Measurement

This Bid Item is for the demolition of any standing structures, removal of all concrete/flatwork and site restoration of the entire site located at 625 15<sup>th</sup> St SE. Although this bid item is for a single address, the Contractor shall be aware that there are multiple building sites, trailer sites, roads, utilities, foundations, and other infrastructure that must be demolished and properly disposed of – followed by site restoration under this Bid Item. Structures with slabs, under this Bid Item, shall be considered all-inclusive and no separate payment for the slab and flatwork removal will apply. The Contractor shall perform work under this Bid Item complete in its entirety and in accordance with project specifications. The Contractor shall demolish, load, haul, and dispose of debris at the Contractor’s designated approved landfill. It shall be noted that it is solely the responsibility of the Contractor to ensure that all debris associated with this bid item is disposed of at appropriate permitted landfill(s). Incidental to this bid item and at no additional cost to the Owner, the Contractor shall perform the following:

- Freon extraction from all fixed HVAC units
- Remove and dispose of all small gasoline powered equipment
- Remove and dispose of all electronic waste (e-waste)
- Remove and dispose of all Household Hazardous Waste (HHW)
- Remove and dispose of all Hazardous and Toxic Waste (HTW)
- Remove and dispose of all white goods
- Remove and dispose of all tires and rims



- Remove and dispose of all Municipal Solid Waste (MSW)
- Remove and dispose of all medical waste
- Remove and dispose of all miscellaneous Construction and Demolition (C&D) material
- Removal and disposal of any below-ground debris, concrete, metal, wood or other materials discovered on site during project activities
- Remove and dispose of all miscellaneous loose vegetation
- Remove and dispose of all fencing, fenceposts, as well as fill and compact all resulting holes
- Remove all concrete structural foundations
- Removal and disposal or recycling of all rocks, concrete, slabs, basements, fountains, pavement, and flatwork
- Remove trees, limbs, and tree hangers that the Contractor deems an obstruction to the structure demolition or slab removal if approved by the Owner
- Remove all trees/shrubs and stumps that are 8 inches in diameter or smaller, as directed by the Engineer
- Provide water for wetting structures during demolition and for controlling dust at each individual project site
- Verify with the local utility company that electricity and gas has been properly disconnected prior to starting work
- Obtain Stormwater Discharge Permit and provide a Storm Water Pollution Prevention Plan (SWPPP) and implement same during the work as required by NDDEQ
- Disconnect and cap all water lines and sewerage lines at or near the curb stop
- Remove all water lines, sewerage lines, and gas lines that are located on the property
- Disconnect and remove all phone and cable lines
- Properly remove any above-ground storage tanks
- All disconnection, plus, and cap requirements shall be completed and the Engineer provided documentation a minimum of 24 hours prior to mobilizing for demolition of the structure
- Demolish, remove, haul, and dispose of any in-ground or above-ground fountains or decorative concrete, brick, or stucco items
- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications



All utility disconnect work performed under these incidental items shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State, and Local regulations and laws governing same. All other work must also be performed in accordance with all applicable Federal, State, and Local regulations and laws governing same.

IT SHALL BE NOTED THAT ALL DEBRIS MATERIAL AND NON-PAY REGULATED ITEMS MAY BE TRACKED FROM THE WORK SITE TO THE FINAL DISPOSAL OR RECYCLING SITE BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM THE APPROVED LANDFILL OR DISPOSAL SITE WHERE HHW AND HTW IS DISPOSED AND WHERE OTHER ITEMS ARE SENT FOR DISPOSAL, RECYCLING, OR REUSE. LOAD TICKETS OR RECEIPTS WILL BE REQUIRED TO PROVE COMPLIANCE AND FOR INVOICING BY THE CONTRACTOR.

B. Payment

Payment for this Bid Item shall be at the unit price bid for successful completion of all in Section A above. Upon completion of the work, payment for this item shall be made at the unit price bid in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above.

CATEGORY B – SUPPLEMENTAL BID ITEMS

BID ITEM NO. 00002 – ASBESTOS ABATEMENT – UNDERGROUND ASBESTOS PIPE OR PIPE WRAP

A. Measurement

Measurement shall be in place on a per linear foot basis.

B. Payment

Payment for this item shall be made at the unit price per linear foot and in accordance with the specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the work in accordance with these specifications for which separate payment is not provided under other items on the Bid Form.

BID ITEM NO. 00003 – REMOVAL OF TREES AND STUMPS – GREATER THAN 8 INCHES

A. Measurement

Measurement for payment for tree and stump removal shall be on a per each basis for each tree identified by the Engineer or these specifications to be removed. The diameter will be determined by dividing the circumference of the tree, measured at 4' above adjacent grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.



B. Payment

Payment for this item shall be made at the unit price bid per each tree and stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of trees and stumps identified by the Engineer to be removed. No payment will be made for tree removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to Federal, State and Local procedures and protocols for management, safety, site control, loading, hauling and final disposition of all material included in this Bid Item.

BID ITEM NO. 00004 – STUMP REMOVAL – GREATER THAN 8 INCHES

A. Measurement

Measurement for payment for stump removal shall be on a per each basis for each stump identified by the Engineer or these specifications to be removed. The stump diameter shall be determined by dividing the circumference of the stump, measured at existing grade, by 3.14, rounded to the nearest inch. Upon removal, Contractor will be issued a haul ticket at the site of removal. Engineer, at its sole discretion, will either collect the haul ticket(s) at the Contractor's disposal site or allow the Contractor's disposal site to certify receipt of the material and receive the certified received haul tickets from the Contractor or its disposal site.

B. Payment

Payment for this item shall be made at the unit price bid per each stump removed and disposed of in accordance with these specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove, extract, backfill (see Section 3700 Part 2) and dispose of stumps identified by the Engineer to be removed. No payment will be made for stump removal without haul tickets signed by the Engineer's or Owner's representative at the site and certified as received by the disposal site. The Contractor shall be responsible to adhere to federal, state and local procedures and protocols for management, safety, site control, loading, hauling and final disposition of all material included in this Bid Item.

BID ITEM NO. 00005 – BORROW

A. Measurement

Measurement for payment for borrow shall be on a cubic yard basis for each CY of borrow that may be needed at the site, as directed by the Engineer. This is in addition to what is included in Bid Items 00003 and 00004, above.

B. Payment

Payment for this item shall be made at the unit price bid per cubic yard and in accordance with these specifications. No payment will be made for borrow installed without haul tickets signed or initialed by the Engineer's or Owner's representative. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly fill, spread, and compact.



**BID ITEM NO. 00006 – CONCRETE SAW CUT**

**A. Measurement**

Measurement for payment for concrete saw cut shall be on a per linear foot basis identified by the Engineer.

**B. Payment**

Payment for this item shall be made at the unit price bid per linear foot and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly make cut.

**BID ITEM NO. 00007 – SANITARY SEWER SERVICE LATERAL DISCONNECT, CAP AND REMOVAL FROM PROPERTY LINE TO MAIN**

All utility disconnect work performed under these alternate bid items shall be performed by a licensed plumber and authorized to perform this work in the local jurisdiction of this Contract in accordance with all Federal, State, and Local regulations and laws governing same.

**A. Measurement**

Measurement shall be on a per each basis for sanitary sewer service disconnections and removal from the curb stop to the main sewerage line. In the event that sections of the road, curbs, or walkways will need to be removed, all repairs must be made to the pre-existing conditions, after which Contractor will schedule inspections for approval with the Owner.

**B. Payment**

Payment shall be made at the unit price bid per each sanitary sewer service lateral disconnection and removal performed in accordance with these Contract Documents contained herein. This price and payment shall be full compensation for all mobilization, material, labor, equipment, watertight caps, excavation, bedding, backfill, compaction, grading of the surface to match existing topography, loaming and seeding, dewatering, concrete/asphalt repair, traffic control and devices, traffic plan (if required), disposal of excess excavation material, and any other related or incidental items required to complete this item of work for which separate payment is not provided for under other items on the Bid Form.

**BID ITEM NO. 00008 – WATER SERVICE DISCONNECT AND REMOVAL FROM CURB STOP TO MAIN**

**A. Measurement**

Measurement shall be on a per each basis for water service disconnections from the curb stop to the main water line. In the event that sections of the road, curbs, or walkways will need to be removed, all repairs must be made to the pre-existing conditions, after which Contractor will schedule inspections for approval with the Owner.

**B. Payment**

Payment shall be made at the unit price bid per each water service disconnected in accordance with these Contract Documents contained herein. This price and payment shall be full compensation for



all mobilization, material, labor, equipment, watertight caps, excavation, backfill, compaction, grading of the surface to match existing topography, loaming and seeding, dewatering, concrete/asphalt repair, traffic control and devices, traffic plan (if required), disposal of excess excavation material, and any other related or incidental items required to complete this item of work for which separate payment is not provided for under other items on the Bid Form.

**BID ITEM NO. 00009 – SEPTIC/CISTERN REMOVAL**

**A. Measurement**

Measurement for payment for a septic system or a cistern removal shall be on a per each basis identified by the Engineer.

**B. Payment**

Payment for this item shall be made at the unit price bid per each removal and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly remove the tanks and any associated drain lines and/or piping on the property in accordance with the City of Minot and North Dakota Department of Environmental Quality rules and regulations.

**BID ITEM NO. 00010 – WATER WELL ABANDONMENT**

**C. Measurement**

Measurement for payment for abandoning a water well shall be on a per each basis identified by the Engineer.

**D. Payment**

Payment for this item shall be made at the unit price bid per each removal and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to properly abandon the water well in accordance with the City of Minot and North Dakota Department of Environmental Quality rules and regulations.

**END OF SECTION**



## SECTION 02 41 00

### DEMOLITION AND DEBRIS REMOVAL, TRANSPORTATION, AND DISPOSAL

#### PART 1 GENERAL

##### 1.01 Project Description

- A. The Owner desires to demolish designated stick-built structures and to remove and dispose of resultant and flood generated debris. Such debris may include construction and demolition debris, household hazardous waste, hazardous and toxic waste, petroleum products, electronic wastes, ozone depleting substances, white goods, small gasoline motorized equipment, loose vegetative debris, leaning trees and trees with hanging limbs, etc. All work performed under this Project/Contract shall be coordinated, supervised, and monitored by the Engineer.

##### 1.02 General Requirements

- A. The demolition and debris removal, transportation, and disposal work included in the Contract Documents shall be completed by September 30, 2026.
- B. The Contractor and/or the Subcontractor performing the demolition of structures must have a North Dakota Contractors License to perform demolition and ACM removal.
- C. All personnel on site must have the applicable Federal and State licenses and certifications to perform ACM, HHW, HTW, and Freon removal, extractions, and inspections.
- D. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures and shall include the signatures of all in attendance.
- E. The site superintendent shall meet with the Engineer once weekly in the Engineer's office or at a designated location.

##### 1.03 Demolition

- A. The work shall consist of structural demolition and demolition debris removal. The scope of demolition will include the demolition of City-owned structures and the removal, transportation, and disposal of the demolition debris in accordance with all applicable Federal, State, and Local regulations governing demolition and the demolition of structures containing hazardous substances. Structures may include ancillary detached structures.
- B. It shall be the responsibility of the Contractor to determine if a structure identified for demolition is safe enough to have its employees and/or subcontractors enter to remove waste debris items such as HHW, HTW, petroleum products, e-wastes, ozone depleting substances, white goods, small gasoline powered motorized equipment, etc. prior to the start of demolition.
- C. The use of explosives is prohibited.



- D. Demolition shall not begin on structures without the Engineer present. The Contractor shall check the structures immediately prior to demolition to ensure that the properties are vacated.

1.04 Decommissioning of Hazardous Substances and Other Waste

- A. The work shall include the hazardous substance decommissioning of structures prior to or during demolition. Such decommissioning, removal, handling, and transportation of hazardous substances to the Contractor's approved disposal site of choice shall be performed in accordance with all applicable Federal, State, and Local regulations and laws. Hazardous substances to be commissioned shall include, but not be limited to, asbestos, HHW, HTW, petroleum products, e-waste, ozone depleting substances, white goods, and small motorized equipment.
- B. The Contractor will conduct ACM inspections if necessary and if feasible in accordance with the latest North Dakota's Regulations and Protocols.

1.05 Construction and Demolition Debris and Loose Vegetative Debris Removal, Transportation, and Disposal

- A. The work shall include the removal of construction and demolition and loose vegetative debris from private property as specified on the Work Order. Such work shall include the removal, transportation, and disposal of this debris in accordance with all applicable Federal, State, and Local regulations and laws governing same.
- B. The structures and contents are considered to have no salvage value.

1.06 Damage

- A. The Contractor shall repair all roadways, sidewalks, utilities, drainage structures, and other features not designated for demolition or removal, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to original grade. It shall be duly noted that concrete slabs, sidewalks, structural foundations, and piers/pilings attached to the ground which ARE EXCLUDED from the scope of this work shall not be demolished or damaged.

1.07 Performance

- A. The Contractor shall be expected to demolish and remove debris from approximately one to five (1-5) houses per day.

1.08 Mobilization and Demobilization

- A. Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures as need to access the project sites, the costs of bonds, required insurance and all other pre- and post-construction expenses necessary to perform this work. It shall be duly noted that such expenses are the sole responsibility of the Contractor.
- B. Demobilization shall consist of removing all signs of temporary facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of the work of this Contract at each site. Restoration to original contours will generally not be required, unless specifically directed by the CDA. However, all restored areas shall be smoothly and evenly



dressed. Street signs shall be returned to pre-existing location and condition following completion of the work at each site. It shall be duly noted that such activities are incidental and related expenses are the sole responsibility of the Contractor.

#### 1.09 Staging and Disposal Sites

- A. The Contractor is responsible to negotiate and secure contracts for all sites and site access for staging areas and loading. All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities, and property affected by site access and staging shall be restored to their original condition. The Contractor shall video tape and photograph all staging areas prior to mobilization to assure proper restoration as well as furnish the Engineer with copies of all video tapes and photographs.
- B. The Contractor shall be responsible for the segregation of debris to facilitate disposal in approved sites. The Contractor is responsible for all tipping fees and disposal costs and shall provide proof of a contract or an account with all of the landfills, which he designates for disposal under this Contract. The Contractor is responsible for providing an approved area for truck and equipment inspections.

### PART 2 SUBMITTALS

#### 2.01 Contractor Safety Plan

- A. The Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The Plan shall address decommissioning of hazardous material tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning. One (1) copy of the completed Contractor Safety Plan shall be provided to the Engineer within three (3) working days of the Contract award. This Plan must be reviewed by the Engineer prior to the commencement of any work.

#### 2.02 Contractor Decommissioning and Demolition Plan

- A. The Contractor shall develop a Decommissioning and Demolition Plan for the decommissioning of structures to be demolished, that shall be in accordance with all Federal, State, and Local requirements. The Decommissioning and Demolition Plan's components shall address, but not be limited to the following items: decommissioning inspections; inspector qualifications and training; evaluation of structures for the presence of regulated and hazardous substances and materials; hazardous material removal; and, transport and disposal of decommissioned and demolition waste (Waste Disposal Plan).
- B. As part of the Decommissioning and Demolition Plan, the Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The Plan shall address decommissioning of hazardous materials tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning.
- C. One (1) copy of the completed Decommissioning and Demolition Plan, including the Contractor Safety Plan, shall be provided to the Engineer within five (5) working days of the Contract Award. This Plan must be reviewed by the Engineer prior to the commencement of any work.



## 2.03 Daily Operational Report

- A. The Contractor shall submit daily operational reports. A separate operational report is required for each site. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including, but not limited to, verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report, the structures demolished that day, including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective pre-demolition or post-demolition checklist.

## 2.04 Work Schedule

- A. The Contractor shall provide a work schedule including a timeline for each site. The work schedule shall include number of hours per day and days of the week the Contractor anticipates working.

## 2.05 Permits and Licenses

- A. Five (5) calendar days after Notice of Award and prior to commencing the work, the Contractor shall submit to the Engineer a schedule of and copies of all permits and licenses required to complete the work. Required permits include but may not be limited to Demolition Permit and Right-of-Way Permit.

## PART 3 EQUIPMENT AND MATERIALS

### 3.01 General

- A. All trucks and other equipment shall be in compliance with all applicable Federal, State, and Local regulations and laws.
- B. Trucks or equipment, which is designated for use under this Contract, shall not be used for any other work during the working hours of this Contract.

### 3.02 Trucks

- A. All trucks and other equipment shall be equipped with backup alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris and shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2-inch by 6-inch boards or greater and shall not extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the Engineer. All trailers shall have a metal-framed exterior and a minimum of 5/8-inch plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All hauling equipment shall be measured and marked and certified for its load capacity by the Engineer or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing the site in accordance with all applicable Federal, State and Local regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds, and containers



must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bedsides.

- B. Trucks designated for use under this Contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The Contractor shall provide these signs. Each truck or trailer shall be certified after being inspected and shall contain a placard that will be numbered and clearly display identification information with permanent marking.

### 3.03 Loading Equipment

- A. Loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris.

## PART 4 ENVIRONMENTAL PROTECTION, HISTORIC PRESERVATION, PROTECTION OF PROPERTY, AND RESTORATION

### 4.01 General

- A. For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this Contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the demolition and debris/waste removal activities in performance of this Contract in accordance with all Federal, State, and Local regulations and laws.
- B. The Contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with all Federal, State, and Local requirements; (2) removal of appropriate ACM; and, (3) classifying the waste stream resulting from demolition as construction and demolition (C&D).

### 4.02 Historical and Archaeological Concerns or Resources

- A. The Contractor shall not remove or disturb any historical, archaeological, architectural, or cultural artifacts, relic remains, or objects. All items having any apparent historical or archaeological interests, which are discovered shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and immediately report to the Engineer.

### 4.03 Hazardous and Sensitive Materials

- A. The Contractor shall not remove or disturb any human remains. If human remains are encountered during removal activities, all work at that site shall be stopped. The Contractor shall immediately notify the Engineer.
- B. If the Contractor encounters animal remains, the remains shall be secured onsite, and work may continue. The Contractor shall immediately notify the Engineer.
- C. If the Contractor encounters ammunition, weapons, or explosives during project activities, all work shall be stopped in the adjacent area. The Contractor shall immediately notify the Engineer.



#### 4.04 Valuables

- A. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstances shall the Contractor, Subcontractor, or employees keep any found items for souvenirs or other uses. If the Contractor encounters valuables, such items shall be secured onsite, and work may continue. The Contractor shall immediately notify the Engineer.

#### 4.05 Household Hazardous Waste (HHW)

- A. Household Hazardous Waste is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW including, but are not limited to, batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners. HHW shall be segregated onsite and disposed of in a proper landfill. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

#### 4.06 Hazardous and Toxic Wastes (HTW)

- A. Hazardous and Toxic Wastes assessments of structures to be demolished will have been accomplished by others as part of the Work Order process. If suspected HTW materials are found by the Contractor (i.e., 55-gallon drum of unknown material), they shall be immediately identified and report to the Engineer, so a determination as to the disposition of the material can be made. The Contractor's personnel who will handle HTW materials shall be appropriately trained and shall have the required accreditations.

#### 4.07 Petroleum Products

- A. All storage tanks containing gasoline, diesel, propane, or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and Local regulations and laws. Portable storage containers (i.e., oil cans, gas cans, etc.) containing these products shall be segregated onsite and disposed of in an appropriate manner. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

#### 4.08 E-Wastes

- A. E-waste products shall be segregated onsite and disposed of in an appropriate manner. Examples of e-waste include, but are not limited to, computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

#### 4.09 Ozone Depleting Substances

- A. If in the process of demolition, items containing ozone depleting substances are identified (white goods and HVAC required recycling Freon), the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

#### 4.10 White Goods

- A. All white goods shall be removed from the structure during demolition and shall be segregated onsite and transported to the Contractor's approved recycling site.



#### 4.11 Small Gasoline Motorized Equipment

- A. Small gasoline motorized items including lawn mowers, generators, and other small lawn-care equipment such as, but not limited to edgers, weed eaters, chain saws, pole saws, etc., shall be segregated onsite and transported to the Contractor's approved disposal site.

### PART 5 EXECUTION OF THE WORK

#### 5.01 Demolition Services

- A. Prior to demolition at each site, the Contractor shall complete the pre-demolition checklist. A minimum of four (4) digital photographs of each structure to be demolished on the site shall be included with each checklist. The Engineer shall approve each checklist prior to the Contractor beginning demolition at each site.
- B. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone with caution tape and ensure that it is effectively delineated to prevent access by unauthorized personnel. All personnel within the work zone shall have the required accreditations.
- C. If decommissioning of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two (2) workdays upon issuance of a Work Order, unless the Engineer provides written authorization for increased work durations. ACM removal crew size and composition shall be included in the Contractor's Waste Disposal Plan and submitted with their Bid.
- D. The demolition work also includes disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to sewer systems in accordance with Local requirements. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be removed. All water service line caps shall be tested for leaks prior to backfilling. The CDA shall observe testing and sewer line capping prior to backfilling. All sewer and water service cut, and capping shall be performed by a North Dakota Licensed Master Plumber. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The Contractor will not be liable for any pre-existing damage to utilities.
- E. The Contractor is responsible for the complete demolition and removal of all structures listed in the Work Order, and shall include the existing foundations, piers, and/or slabs.
- F. Basements or crawl spaces located on properties cleared for demolition shall be excavated and concrete shall be removed.

#### 5.02 Removing the Debris/Waste

- A. Debris under this Contract consists of demolition debris generated from the demolition of City-owned structures, and also general debris left on the property by the flood. Prior to debris removal, the Engineer shall determine which debris on the property shall be removed.



- B. Once demolition on a structure starts, it shall be completed, and the demolition debris removed from the property that same day. Debris and other waste shall be taken off site throughout the demolition process. The Contractor shall not allow debris to accumulate during demolition.
- C. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. The foundation of the structure shall be swept clean of potentially harmful debris.
- D. During the removing and loading of debris, the Contractor shall control the amount of dust resulting from the work to prevent the spread of dust to occupied areas near the site and to avoid the creation of a nuisance in the surrounding area. Use water misting, if necessary, to control dust and inhibit potentially harmful emissions from becoming airborne. Use appropriate misting nozzles to apply water to the debris. Fire hydrants shall not be used for water misting without the express written consent of the Owner. Acquisition and supply of water shall be the responsibility of the Contractor. While the Contractor shall implement engineering controls (e.g., wetting) to maintain no visible emissions criteria during project activities, the Contractor shall also manage surface water runoff for compliance with applicable Federal, State, and Local requirements.
- E. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.
- F. During and following the removal and loading of debris, the Contractor shall, by sweeping or other method, remove from the streets, alleys, and sidewalks, all dirt, mud, nails, glass, and debris resulting from its operations.

5.03 Transporting and Disposing of the Debris/Waste

- A. The Contractor shall provide means for hauling debris and waste from the work site to the designated disposal facilities included in the Contractor's Waste Disposal Plan. The Contractor may store loaded trucks and containers overnight, however, it shall be the responsibility of the Contractor to assure that same are covered by an additional tarp and are sealed tightly by binding straps and shall have any required warning placards displayed in accordance with all applicable regulations. Equipment and trucks will not be allowed to park overnight on any streets within the City of Minot.
- B. The Contractor shall transport and dump debris and waste at the appropriate disposal facility. Debris shall be transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall be in compliance with all applicable Federal, State, and Local regulations and laws governing same.

END OF SECTION



SECTION 02 82 00

ASBESTOS REMOVAL

PART 1 GENERAL

1.01 Summary

- A. The Contractor shall adhere to all Federal, State, and Local rules, laws, and regulations and protocol with regard to asbestos removal during the execution of the work specified in these Contract Documents. The Contractor is encouraged to fully understand all rules and regulations established by applicable regulatory agencies regarding the management, handling, removal, and disposal of asbestos when demolishing structures and basements and conducting all other work associated with this Contract.

END OF SECTION



## SECTION 1200

### TEMPORARY EROSION AND SEDIMENT CONTROL

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. Temporary erosion and sedimentation devices and techniques.

##### 1.02 Related Sections

- A. Section 1800 – Excavation and Embankment
- B. Section 3700 – Lawns and Grasses

##### 1.03 References

- A. North Dakota Department of Transportation – Standard Specification for Road and Bridge Construction, 2008 edition, as revised
- B. Section 708.02 – Seeding, Sodding, and Mulching
- C. Section 708.03 – Erosion Control Blanket and Turf Reinforcement Mat
- D. Section 708.04 – Riprap and Aggregate Cushion
- E. Section 708.05 – Fabric Formed Slope Protection
- F. Section 708.07 – Silt Fence
- G. Section 708.08 – Fiber Rolls
- H. Section 708.09 – Floating Silt Curtain
- I. Section 708.10 – Stabilized Construction Access
- J. Section 709 – Geotextile Fabrics
- K. Section 856 – Erosion Control Blanket and Turf Reinforcement Fabric

##### 1.04 Submittals

- A. Erosion Control Plans
  - 1. Temporary Erosion Control Plan for use during construction activities.
  - 2. Permanent Erosion Control Plan for site restoration after construction.
  - 3. Storm Water Pollution Prevention Plan (SWPPP).



4. "Notice of Intent to Obtain Coverage Under NDPDES General Permit for Storm Water Discharge Associated with Construction Activity" (NOI).

1.05 Permits

A. NDPDES General Permit

1. Contractor shall acquire and maintain a NDPDES permit from the North Dakota Department of Environmental Quality. The Contractor shall pay all fees associated with acquiring and maintaining the permit.

1.06 Sequencing and Scheduling

- A. Before starting any grading or construction activities, submit for approval all items listed in paragraph 1.04 of this Section and all permits listed in paragraph 1.05 of this Section.
- B. All temporary erosion control devices shall be installed before any construction may begin and shall remain in place and be maintained at all times, at the Contractor's expense.
- C. Permanent erosion control shall be installed as soon as construction shall allow.
- D. The Contractor is responsible for establishing permanent turf to avoid excessive soil erosion and for installation of landscaping and final project site stabilization.

PART 2 PRODUCTS

2.01 Silt Fence

- A. Prefabricated silt fence will not be permitted. Any other variations in materials and/or devices shall be approved by the Engineer.
- B. Posts – Conform to NDDOT Specification Section 708.07.B.1.
  1. Wood
    - a. Length – Minimum 6-foot Green-treated.
    - b. Width – 2-inch diameter round or 1½-inch by 1½-inch.
  2. Steel
    - a. Length – Minimum 5-foot with projections for fastening wireor  
Fabric and steel plate welded to bottom for extra support.
    - b. Minimum weight of 1.3 lb/LF.
- C. Fabric – Conform to NDDOT Specification Section 708.07.B.3.
  1. Minimum width of 36 inches
    - a. For specific properties, conform to Table 1 in NDDOT Specification Section 708.07.B.3.
    - b. Monofilament Geotextile fabric shall be used when possible.



2.02 Stabilized Construction Access

A. Aggregate

1. Washed rock or woodchips.

B. Geotextile Fabric

1. Meet the requirements for R1 fabric according to NDDOT Specification 858.

2.03 Storm Drain Inlet Protection

A. Fiber Rolls

1. 6-inch fiber rolls, minimum.

B. Sandbags

C. Road Drain

1. Manufacturer – Wimco, LLC or approved equal.

D. Straw Bales

2.04 Ditch Checks and Velocity Checks

A. Silt Fence – Supported and Unsupported

B. Straw Bales

C. Fiber Rolls

2.05 Erosion Control Blanket

- A. Erosion Control Blanket shall meet the requirements of the type specified on the Plans, as detailed in NDDOT Specification 856, Table 856-1.

2.06 Dust Control

- A. Water – Free of any material which impedes flow through spraying device.

2.07 Temporary Cover Crop

A. Seed

1. Use NDDOT seed mix Class IV in all areas except for high maintenance areas where winter wheat shall be omitted and replaced with an equal amount of rye seed by weight.

B. Cover Material

1. Conform to NDDOT Specification Section 708.02.B.3.



## PART 3 EXECUTION

### 3.01 General

- A. Conform to NDDOT Specification 708 except as modified herein:
  - 1. Where not specifically stated, use Best Management Practices (BMPs) at a minimum.
  - 2. Only clear and grub, disturb, or grade areas necessary for construction.
- B. Contractor shall inspect, maintain, and repair all erosion control devices after each rainfall greater than 0.5 inches and at a minimum once every week.

### 3.02 Installation

- A. Silt Fence – Conform to NDDOT Specification 708.07.
  - 1. Bury bottom of silt fence a minimum of 6 inches, in a “J” configuration. The trench on the upstream side shall be filled with soil and compacted.
  - 2. Splices shall only be at supported posts and shall be 18 inches in overlap.
  - 3. Posts shall be 4 feet apart and driven to a minimum of 20 inches into the ground. Depth shall be increased to 24 inches if on a slope 3:1 or greater.
  - 4. Attach Geotextile fabric to posts with staples, wire, nails, or in accordance with manufacturer’s specifications.
  - 5. Silt fences should be continuous and traverse to flow and shall be placed so water cannot flow around the edge.
- B. Stabilized Construction Access – Conform to NDDOT Specification 708.10.
  - 1. If an access is constructed that restricts flow through a ditch, the Contractor shall determine the length and size of culvert needed to meet the conditions.
  - 2. If an access is constructed where topsoil exists, the topsoil shall be stripped before construction, and replaced and re-seeded after construction.
- C. Storm Drain Inlet Protection
  - 1. Fiber Rolls
    - a. Each roll shall be overlapping by 1 foot minimum and tied tightly together. Fiber rolls shall be trenched and staked according to manufacturer’s specifications.
    - b. Use 6-inch rolls for drop inlets and sheet flows down backslopes and foreslopes. Use 12-inch and 20-inch rolls in ditch bottoms, pipe inlets, and at the edge of right-of-way.
    - c. 2-inch by 2-inch stakes should be used to secure fiber rolls, angled such that the force of water would rotate the stakes vertically. Secure stakes a minimum of 1 foot in the ground.
  - 2. Sandbags
    - a. Fill sandbags and secure ends so sand will not escape.



- b. Place sandbags around inlet on all sides no closer than 1 foot from the inlet.
- 3. Road Drains
  - a. Insert into catch basin as detailed in manufacturer's specifications. Inlet grate shall be inserted over top of the device.
- 4. Straw Bales
  - a. Bales must be tied together to prevent gaps in protection. Also, they must be secured in place to avoid being displaced.
    - 1) Bales are not allowed in street sections for inlet protection.
- 5. Silt Box
  - a. Silt box shall be constructed around the catch basin so that water must be filtered through the fabric.
- D. Ditch Checks and Velocity Checks
  - 1. Silt Fence
    - a. Conform to the requirements of paragraph 3.02.A of this Section.
    - b. In high flow, high velocity situations, supported silt fence may be used. The mesh must be a minimum of 32 inches above the ground and have a maximum opening size of 6 inches by 6 inches. The wire shall be 14 gauge and grade 60 and shall conform to ASTM A116, Class 1 zinc coating for wire.
    - c. Straw bales may also be used in conjunction with silt fence for ditch and velocity checks.
  - 2. Straw Bales
    - a. Bales must be packed tightly together to avoid gaps in protection.
    - b. Each bale must have two (2) 1½-inch by 1½-inch by 3-inch stakes through each bale to secure them in place. Each stake must be driven into the ground a minimum on 18 inches.
- E. Erosion Control Blanket
  - 1. All Erosion Control Blankets and Type 1 Turf Reinforcement Mat
    - a. The area to be covered should be properly prepared and seeded before the blanket is applied. All rocks and clods over 1½-inch in diameter, and all sticks and other foreign material shall be removed.
  - 2. Type 2 Turf Reinforcement Mat
    - a. Conform to NDDOT Specification Section 708.03.C.2.
- F. Dust Control
  - 1. Contractor shall apply water to areas where dust is being generated due to construction activities. The Contractor shall apply water as directed by the Engineer.
- G. Temporary Cover Crop
  - 1. Seed
    - a. Conform to NDDOT Specification Section 708.02.C.1.
  - 2. Cover Material



- a. Conform to NDDOT Specification Section 7087.02.C.3-5.

### 3.03 Maintenance

- A. Conform to NDDOT Specification 708 for maintenance information, and as follows:
  1. The Contractor is responsible for inspection, maintenance, and repair of any washouts or accumulations of sediment that occur as a result of the grading or construction.
  2. Inspection of all erosion control devices shall occur within 24 hours after a rainfall event of 0.5 inches or greater. At a minimum, one (1) inspection per week must be conducted.
    - a. An Inspection Report shall be given to the Engineer after every inspection.
  3. Immediately remove any material that has been deposited onto public roadways. Remove all sediment within 24 hours.
  4. Damage from the elements, Contractor's operation, or negligence shall be repaired at the Contractor's expense. Repair must be made before final acceptance.

### 3.04 Measurement and Payment

- A. Bid Items have been provided for temporary erosion control measures and devices. Payment at the Bid Unit Price will be considered compensation in full for all work necessary to complete the Bid Item in full, including installation, maintenance, sediment removal, repairs, and removals.
  1. Silt Fence – Measurement will be made by linear foot (LF) of material specified on the plans.
  2. Stabilized Construction Entrance – Measurement will be made by each (EA) entrance installed.
  3. Storm Drain Inlet Protection – Measurement will be made by each (EA) inlet protection installed.
  4. Erosion Control Blanket and Turf Reinforcement Mat – Measurement will be made by square yard (SY) for each type of material specified on the plans.
  5. Ditch Check – Measurement shall be by the linear foot (LF) for the type of ditch check specified on the plans.
  6. Velocity Check – Measurement shall be made by the linear foot (LF) for the type of velocity check specified on the plans.
  7. Dust Control – Measurement shall be based on units of M (1,000) gallons (MGAL).
  8. Temporary Cover Crop – Measurement shall be made by the acre (Ac), and shall include seeding, cover crop, and soil preparation.
- B. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION



## SECTION 1800

### EXCAVATION AND EMBANKMENT

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. This Section includes excavation, haul, placement, and compaction of embankment materials.
- B. General excavation of ponds, channels, and other areas.

##### 1.02 Relation Sections

- A. Section 1500 – Removals
- B. Section 1600 – Project Site Clearing
- C. Section 1900 – Subgrade Preparation
- D. Section 2000 – Trench Excavation and Backfill

##### 1.03 References

- A. North Dakota Department of Transportation “Standard Specifications for Road and Bridge Construction” 2008 edition, as revised.

##### 1.04 Submittals

- A. Gradation test results.
- B. Compaction test results.
- C. Geotextile fabric sample.

##### 1.05 Definitions

- A. Common Excavation – Common Excavation shall include all excavation not otherwise classified.
- B. Muck Excavation – Muck Excavation shall include materials that are organic in nature and unsuitable for embankment material.
- C. Borrow Excavation – Borrow excavation shall include materials obtained from locations outside of the right-of-way.
- D. Subgrade – Top of the surface underneath the Class 5 or subbase layer.



## PART 2 PRODUCTS

### 2.01 Soil Materials

- A. Embankment and Fill – Soil that is free of organic materials, frozen clumps, and large rocks. Also, the soil must be compactable to support the roadway above.
- B. Granular Borrow – Any pit run, or crusher run material that is graded from course to fine such that the portion passing the #200 sieve divided by the portion passing the 1-inch sieve may not exceed 10 percent by mass.

### 2.02 Geotextile Fabric

- A. Conform to NDDOT Specification 858.01 Type R1 woven.

## PART 3 EXECUTION

### 3.01 General Construction Requirements

- A. Conform to NDDOT Specification Section 203.02.F and Section 203.02.G.
- B. Contractor shall be responsible for locating and coordinating all utility relocations due to construction.
- C. Before any construction activities begin, erosion control must be in place.
- D. Strip and stockpile all topsoil to be used for restoration purposes.
- E. Prior to placement of the embankment material, the site must be reviewed by the Engineer.

### 3.02 Excavation

- A. Perform excavations to line, grade, cross section, and contours as detailed in the plans or as directed by the Engineer.
- B. If unsuitable materials are discovered, these materials will be excavated and removed at the direction of the Engineer. Excess common excavation shall be used as backfill unless directed otherwise by the Engineer. If the Contractor proceeds without the direction of the Engineer, all work and material to restore the roadbed to the proper grade will be at the Contractor's expense.
- C. Protect the subgrade from weather events. Provide drainage away from the excavation to prevent washouts and damage to the subgrade.
- D. Remove all large rocks that are within 12 inches of the subgrade.

### 3.03 Compacting Embankments

- A. Place soil in layers not to exceed 6 inches. Place layers evenly to provide for uniform compaction.
- B. All embankments shall be compacted by specified density method:



1. Under areas with proposed paved or structural improvements – 100 percent Standard Proctor from the proposed pavement subgrade elevation down 1 foot.
  2. Ninety-five percent (95%) Standard Proctor from the bottom of the excavation up to 1 foot below the subgrade elevation. Moisture content shall be within +/- three percent (3%) of optimum.
- C. Ninety-five percent (95%) Standard Proctor for areas with no paved or structural improvements. Moisture content shall be within +/- three percent (3%) of optimum.

#### 3.04 Field Quality Control

- A. Engineer shall engage a qualified independent testing laboratory to perform geotechnical testing.
- B. Contractor shall assist the testing agency in performing field tests.
- C. If testing agency reports failing tests, Contractor shall correct the deficiencies until specified compaction is obtained.
- D. The minimum amount of testing must be completed as detailed in Section 600 – Project Testing Requirements.
- E. Before placement of granular base, subgrade will be checked by the Engineer.
  1. A tolerance of 0.04 feet above or below the finished subgrade elevation will be allowed.

#### 3.05 Geotextile Fabric Installation

- A. Prepare subgrade in conformation with Section 1900 – Subgrade Preparation before geotextile is installed.
- B. Conform to the NDDOT Specification Section 709.03.A and Section 709.03.E, except as modified herein:
  1. The first lift of aggregate applied above the fabric shall be a minimum of 8 inches.
  2. Metal pins will be allowed in lieu of stitching.
  3. Minimum overlap shall be 30 inches.

#### 3.06 Measurement and Payment

- A. Common Excavation – Common Excavation shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul, and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- B. Muck Excavation – Muck Excavation shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul, and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.



- C. Common Borrow – Common Borrow shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- D. Granular Borrow – Granular Borrow shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- E. Geotextile Fabric – Geotextile Fabric shall be measured by the square yard (SY) and shall include all costs for placement. No payment for overlap shall be made.
- F. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION



## SECTION 3700

### LAWNS AND GRASSES

#### PART 1 GENERAL

##### 1.01 Section Summary

- A. Restoration of construction areas using topsoil, seed, mulch, and other materials.

##### 1.02 Related Sections

- A. Section 1200 – Temporary Erosion and Sediment Control.
- B. Section 1800 – Excavation and Embankment.

##### 1.03 References

- A. North Dakota Department of Transportation “Standard Specifications for Road and Bridge Construction” 2008 edition, as revised.
  - 1. Section 203 – Excavation and Embankment.
  - 2. Section 708 – Erosion Control.
  - 3. Section 856 – Erosion Control Blanket and Turf Reinforcement Mat.

##### 1.04 Submittals

- A. Provide Engineer verification of seed type used on the Project.

##### 1.05 Quality Assurance

- A. At the end of the warranty period, a final inspection shall be made to determine areas of insufficient growth of the specified seed type. Areas of insufficient growth shall be re-seeded and established at the sole expense of the Contractor.

#### PART 2 PRODUCTS

##### 2.01 Topsoil

- A. Topsoil shall consist of loose, friable, loamy topsoil free of excess acid, alkali, and objectionable amounts of sod. Topsoil shall have demonstrated the growth of healthy crops or grasses.

##### 2.02 Fertilizer

- A. Conform to fertilizer requirements of NDDOT Specification Section 708.02.B.1.e or as modified by the Engineer.



2.03 Seed

A. Seeding in developed urban areas shall be:

<b>Common Name</b>	<b>Bulk Rate lb/acre</b>	<b>% of Mixture Component</b>
Bluegrass – Park	72	60
Ryegrass – Fineleaf Perennial	36	30
Red Fescue, creeping	12	10
<b>Totals</b>	<b>120</b>	<b>100.00</b>

B. Seeding in areas not regularly maintained shall conform to NDDOT Class II or Class III seed mixtures as specified on the plans.

2.04 Sod

A. Conform to NDDOT Specification Section 708.02.B.2.

2.05 Mulch

A. Conform to NDDOT Specification Section 708.02.B.3.

2.06 Erosion Control Blanket

A. Conform to NDDOT Specification 856.01.

PART 3 EXECUTION

3.01 General

- A. Prior to beginning restoration activities, the Contractor will review the site with the Engineer to determine the extent of restoration to take place.
- B. The Contractor shall notify the Engineer in advance before placing topsoil in the event that the Engineer will have the topsoil tested.
- C. All finish grading activities shall be completed and accepted by the Engineer prior to topsoil placement.
- D. The Contractor shall comply with the seeding dates as stated in the NDDOT Specifications. The Contractor assumes full risk if he seeds outside the specified seeding dates. All areas not established or damaged due to erosion resulting from seeding outside the recommended dates shall be repaired at no cost to the Owner.
- E. No seeding shall occur when sustained wind velocities exceed 20 mph, in standing water, or on frozen ground.
- F. Areas of inadequate or non-uniform coverage shall be re-seeded at the Contractor’s expense.



### 3.02 Seedbed Preparation

- A. Conform to NDDOT Specification Section 708.02.C.1, except as modified herein:
  - 1. Topsoil shall be placed 6 inches thick, areas that settle or hold water will be repaired by the Contractor.
  - 2. Unless otherwise state in the Contract Documents, Type C seedbed preparation shall be used.

### 3.03 Sowing Seed

- A. Conform to NDDOT Specification Section 708.02.C.1, except as modified herein:
  - 1. A Brillion seeder is an acceptable piece of equipment for sowing seed as long as it places seed at the specified depth and rate, and rolls in a single operation.
  - 2. Seed shall be sown at the rate specified.

### 3.04 Hydro-Mulch

- A. In all urban areas where a manicured lawn will be installed, the seed must be covered with hydro-mulch conforming to NDDOT Specification Section 708.02.C.3.

### 3.05 Straw Mulch

- A. Conform to NDDOT Specification Section 708.02.C.4.
- B. Conform to NDDOT Specification Section 708.02.C.2.

### 3.06 Erosion Control Blanket

- A. Erosion Control Blanket shall be installed after the seedbed has been prepared and seeded. The blanket shall be installed according to NDDOT Specification Section 708.03.C.1.

## PART 4 MEASUREMENT AND PAYMENT

- 4.01 Seeding – Seeding shall be paid for by the square yard (SY) or by the acre (Ac) for the type and class specified on the plans. Price shall include all materials and equipment necessary for installation including preparation of seedbed, seed, hydro-mulch, disk anchoring and related activities, and maintenance.
- 4.02 Erosion Control Blanket – Erosion Control Blanket shall be paid for by the square yard (SY) for the type of blanket specified in the plans. Price shall include all materials and labor necessary for installation including preparation of seedbed, seed, blanket, staples, and maintenance.
- 4.03 Sod – Sod shall be paid for by the square yard (SY) complete and in place. Price shall include all materials and labor necessary for installation including soil preparation, sod, staking, and maintenance.
- 4.04 Topsoil for Type C Seeding – Topsoil for Type C Seeding shall be paid for by the cubic yard (CY) in its original position in the borrow area or in the hauling unit.



4.05 All other work and costs of this Section shall be incidental to the Project.

END OF SECTION