

CITY OF TRENTON
Wayne County, Michigan

TRENTON PAVILION DEMOLITION

CONTRACT NUMBER 2015-09

December, 2015

CITY OF TRENTON
Wayne County, Michigan

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CITY OF TRENTON
Wayne County, Michigan

Advertisement for Bids

**The City of Trenton is accepting proposals for:
Trenton Pavilion Demolition**

Sealed proposals for the **Demolition and Removal of the Trenton Pavilion, located at 239 West Road**, will be received by the City of Trenton, Michigan in the Office of the City Clerk, City Hall, 2800 Third St., Trenton, MI 48183 until **10:00 a.m., Monday, December 14, 2015** at which time and place all bids will be publicly opened and read, provided three (3) bids are received.

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds are being used in this project. The awarded contractors must comply with all appropriate regulations, including the Clean Air Act as amended, the Federal Water Pollution Control Act as amended, and the regulations of the Environmental Protection Agency with respect thereto, as amended, the Davis-Bacon Act, all United States Department of Labor Regulations and Standards: employment opportunity requirements, which includes Executive Order 11246, 11625, and the Section 3 Clause of the Housing and Urban Development Act of 1968, and the Federal Occupational Safety and Health Act of 1970. Attention is called to the fact that not less than minimum wages as set forth in the contract documents must be paid on the project (including any modifications of the minimum wages made by the Department of HUD within ten (10) days of the bid opening), and that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin, and also, to the greatest extent feasible, training and employment opportunities be given to lower income residents within Wayne County.

Bid documents may be obtained through the State of Michigan (MITN) web site after **12:00 noon, Monday, November 30, 2015**. Bid Documents may also be viewed at the Office of the City Engineer, 2800 Third St, Trenton, Michigan during this time period.

The Proposal must be properly made out on the forms included with the applications. A certified or cashier's check or bid bond (**issued by a bonding company licensed in the State of Michigan**) payable to the City of Trenton, Michigan in an amount equal to five percent (5.00%) of the bid, shall be submitted with each bid. This amount shall be forfeited to the City of Trenton by the accepted bidder upon their failure to enter into a contract with the City within ten (10) days after the award of the contract. The bid bond and/or certified check will be returned to all bidders after the award of the contract.

All bids shall remain firm for a period of sixty (60) days and shall not be withdrawn by the Contractor once submitted. The City of Trenton reserves the right to waive any irregularity, accept or reject any or all bids, in whole or in part, to waive any informalities therein and accept the proposal that, in the City's opinion, is in the best interest and to the advantage of the City of Trenton.

CITY OF TRENTON, MICHIGAN
Debra R. Devitt, City Clerk

CITY OF TRENTON
Wayne County, Michigan

EXAMINATION OF THE WORK

Prior to the submission of the Proposal, the Bidder shall make, and shall be deemed to have made, a careful examination of the site, plans, specifications, and forms of construction agreement as included herewith, and shall have become informed as to the location and nature of the proposed construction, the transportation facilities, general local conditions, and all other matters that may affect the cost and time of completion of the project.

Written demand upon Owner for extension of time to submit bid must be made, otherwise contractor waives any objection of sufficiency of time to prepare bid proposal.

Ignorance of conditions that now exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as result of failure to make such examination or investigation, will not be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements of the Contract, and will not be accepted as a basis for any claim for extra compensation or extension of time.

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

INSTRUCTIONS TO BIDDERS

1.0 Proposal

- 1.1 The City of Trenton, as Owner, invites bids on the form in section **Proposal**, all blanks of which must be appropriately filled in for the bid to be valid. Bids will be received at the time and place stated in the Advertisement for Bids.
- 1.2 All Bids must be prepared on the form of Proposal provided for that purpose, shall be in conformity with, and based upon, the requirements of the Drawings and Specifications.
- 1.3 The Bidder must complete the form, Certificate Regarding Debarment, Suspension, and other Responsibility Matters, and submit it as part of the Proposal.
- 1.4 A valid bid must be sealed and submitted in the pre-addressed envelope provided.
- 1.5 Erasures or changes in the Proposal must be initialed by the Bidder.
- 1.6 The Contract will be based on completion of the work according to the Contract Documents, all in the time and manner as therein set forth.

2.0 Estimate of Quantities (N/A this contract)

The estimated quantities of the several scheduled items of work involved in the prosecution of this Contract are set forth in as much detail as is practicable on the Proposal, and are to be used for comparison of the Proposals received. The actual quantities may be greater or less. **The Owner reserves the right to increase or decrease any or all of the quantities and the Contractor shall be paid for the actual amount of work completed and accepted at the prices stated in their Proposal.** The method of payment for the various items shall be as described in the Specifications.

3.0 Bid Prices

The lump sum price stated in the Proposal by the Bidder shall include the cost of everything necessary for the performance and completion of this Contract in the manner and time prescribed, including the furnishing of all materials, tools, equipment, transportation, labor, and supervision, asbestos material survey, abatement if required, and permit fees. The prices shall cover all costs on account of loss by damage or destruction of the work, unforeseen difficulties encountered, for settlement of damages, for replacement of defective work and materials, and for all else necessary therefore and incidental thereto.

4.0 **Form of Proposal**

All Proposals are to be made upon the attached Form of Proposal of which additional copies may be obtained at the office of the Engineer. Each Proposal must be enclosed in a sealed envelope labeled “**Trenton Pavilion Demolition, Contract No. 2015-09**” as well as the Bidder’s name, company and address, and addressed to:

City Clerk’s Office
City of Trenton
2800 Third St.
Trenton, MI 48183

5.0 **Legal Status of Bidder**

The legal status of the Bidder, whether it is a corporation, partnership, or individual, shall be stated in the Proposal. A corporation Bidder shall give the state in which incorporated; a partnership Bidder shall give the full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

6.0 **Address of the Bidder**

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after their signature.

7.0 **Agency**

Anyone signing a Proposal as an agent of another or others must submit with their Proposal evidence of their legal authority to do so.

8.0 **Bid Security**

Each bid must be accompanied by a certified check of the Bidder, or a bid bond (issued by a bonding company licensed in the State of Michigan) duly executed by the Bidder as principal and having surety thereon a surety company approved by the City, in the amount of 5% of the bid as a guarantee on the part of the Bidder that they will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. The certified check will be returned to all except the three lowest Bidders within three days after the opening of bids, and the remaining checks will be returned promptly after the City and the accepted Bidder have executed the contract, or if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.

9.0 **Execution of the Contract**

The Bidder to whom the Contract is awarded will be required to execute the Contract, in the attached form and to furnish sureties as hereinafter specified, within ten (10) days (Sundays and legal holidays excluded) after the award; and in case of their refusal or failure to do so, they may be considered by the Owners to have abandoned their right and interest in the Contract; and their certified check or Bid bond may be declared to be forfeited and the Contract may be awarded to another.

10.0 **Explanation by Addendum**

10.1 No verbal answers to inquiries regarding the meaning of the drawings or specifications, or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person, previous to the award, shall not be authoritative.

10.2 Explanations desired by Bidder shall be requested of the City in writing, and if explanations are necessary a reply will be made in the form of an Addendum, a copy of which will be forwarded to each Bidder whose work is affected. Every request for such explanation shall be in writing addressed to: City Engineer, 2800 Third Street, Trenton, Michigan 48183.

10.3 Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the specifications, and all proposals shall include the work described in the Addenda.

10.4 No inquiry received within five days of the date fixed for the opening of bids will be given consideration.

10.5 Any and all such interpretations and any supplemental instructions will be in the form of a written Addendum which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such Addendum shall not relieve such Bidder from any obligation under their bid as submitted.

11.0 **Examination of Sites, Drawings, etc.**

All inquires for access to the building shall be scheduled with **Mr. Virgil Maiani, City Building Official at 734-675-8251.**

Each Bidder shall visit the site of the proposed work and fully acquaint themselves with conditions relating to construction and labor so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine and be familiar with the drawings and contract documents. The failure or omission of any Bidder to receive and examine any form, instrument, addendum or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any Bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

12.0 **Time of Starting and Completing**

The work to be done under this Contract is to begin upon the Contractor's receipt of notice to proceed, and the work shall be prosecuted diligently thereafter and shall be completed within **(30)** calendar days; unless the time may be extended under the provisions of the Contract.

13.0 **Bonds and Insurance**

The successful Bidder will be required to execute a performance bond equal to the full amount of the bid and insurance as set forth in the General Conditions.

14.0 **Conformity to Contract and Specifications**

Proposals must be made in full conformity to all the conditions as set forth in the Contract and Specifications attached hereto.

15.0 **Availability of Materials**

The Owner reserves the right to withhold awarding of the Contract to the lowest responsible Bidder for a reasonable period of time so that the successful Bidder can furnish certifications and other proof that they have made arrangements to obtain the necessary materials and that these will be available to them in sufficient quantities so that the work can be carried on and completed within the specified time limit.

16.0 **Right to Accept, Reject and to Waive Defects**

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any defect or irregularity in any Proposal if it appears advantageous to the Owner to do so.

In particular, any alterations, erasure, or interlineation in the specifications which are made part, specifically of these instructions, or of the Form of Proposal, shall render the accompanying Proposal irregular and subject to rejection by the Owner. In case any explanation, additions, or alterations are to be offered, they shall be indicated on separate sheets attached to the Proposal form and referred to therein. Proposals that are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the Owner.

17.0 **Withdrawing Proposal**

A Proposal after being submitted may be withdrawn when request therefore is made in writing by the Bidder before the time designated in the Advertisement for opening of Proposals.

18.0 **Legal Conditions**

Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan and with the ordinances and regulations of the City of Trenton and any other governing agencies in whose jurisdiction which the work is to be done, with respect to the carrying on of public improvements.

19.0 **Bidders Ability**

It is the intention of the Owner to award the Contract for this job to a Contractor whose construction skills and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Contractor shall furnish at least three (3) references concerning their ability to do this particular class of work. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the Bidder. If the Contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany the executed Contract.

20.0 **Pay Items**

Only those items listed in the Proposal are pay items, and any other work called for by either plans or specifications is classified as incidental, the cost shall be included in other prices bid in the Proposal.

21.0 **Sub Soil Conditions** (N/A this contract)

The Contractor, as such and as Bidder, shall make their own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work in whatever material and under whatever conditions they may encounter or create, without extra cost to the Owner. This shall apply whether or not borings are shown on the drawings.

22.0 **Order of Work**

The right to prescribe the order in which the work called for under this Contract will be retained by the City.

23.0 **Sunday and Holiday Work**

No work shall be performed pursuant to this Contract on Sundays or Holidays except of an emergency nature that is necessary in order to safeguard life and property. Permission must be obtained in advance from the City Engineer for Sunday or Holiday work.

24.0 **Pre-Construction Meeting**

After receipt of the signed contract, a pre-construction meeting will be held at the City of Trenton, 2800 Third Street, Engineering Department. At this meeting the Contractor shall, in writing, submit to the City Engineer the following:

- 24.1 A construction schedule for review and approval indicating the commencement and completion of work required under this contract.
- 24.2 A plan for traffic control for review and approval, including signing, detours and street closing during the construction period. **(N/A this contract)**

25.0 Floodway and Wetland Protection (N/A this contract)

No removed material shall be disposed of in any designated floodway under the jurisdiction of the Federal Emergency Management Agency or National Wetlands under the jurisdiction of the U.S. Department of the Interior Fish and Wildlife Service.

26.0 Contractor's Liability

The Contractor represents and agrees that they have sufficient skill and experience to determine a Contract price for the performance of the work in conformity with the drawings and specifications. Unless the Contractor shall give written notice of any claimed ambiguities in the drawings and specifications to the Engineer prior to the submission of the Contractor's bid, it shall be conclusively presumed that the Contractor has exercised their aforementioned skill and experience and find the drawings and specifications sufficient and free from ambiguities for the purpose of determining their Contract price for the performance of the work in conformity with the drawings and specifications. Submission of a bid without prior written notice to the Engineer of any claimed ambiguities in the drawings and specifications shall constitute a waiver of any and all claims by the Contractor based upon any claimed ambiguities in the drawings or specifications.

The Contractor agrees that they are thoroughly familiar with the work to be done under this Contract and is familiar with all safety regulations of the State and Federal governments applicable to the work and will provide experienced and qualified full time superintendents, supervision and direction of all work done under this Contract.

27.0 Experience and Financial Statement

Each Bidder under consideration shall submit a statement of their experience and financial status.

28.0 Soil Erosion and Sedimentation Control (SESC)

The Contractor is required to adhere to any and all state and local laws concerning sediment control. This item shall be incidental unless the proposal lists a specific pay item. Soil erosion shall include, but is not limited to, dust, catch basins or inlets, slopes, tracking of soil or any other means of sediment move from the job site unto adjoining property or streets and alleys. A street sweeper shall have the capabilities to spray water onto the brushes and contain the swept debris inside an enclosure to prevent the material from entering the air. **A broom tractor is not acceptable.** The contractor shall be given 2 hours to clean the street after written notification, at which time city forces will perform the work. The city shall be reimbursed at a rate of \$150 per hour or part thereof. The contractor will be charged a minimum of 4 hours when sweeping occurs outside of the normal business hours of the DPW. There will be no charge for the required permit.

29.0 Required Submittals

Demolition permit obtained from the Building Department, asbestos material disposal documents.

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

Proposal

Trenton Pavilion Demolition, Contract No. 2015-09

TO: The Honorable Mayor and
Members of the City Council

ATTN: City Clerk

The undersigned as bidder declares that they have familiarized themselves with the location of the proposed work and the conditions under which it must be constructed; also, that they have carefully examined the plans, specifications and contract documents which they agree that they will contract with the City of Trenton to furnish labor, material, tools and equipment necessary to do all the work specified and prescribed and will accept in full payment therefore the sum of:

TOTAL DEMOLITION COST = \$ _____

DOLLARS

(TOTAL WRITTEN AMOUNT)

In submitting this bid, it is understood that the right is reserved by the City of Trenton, Michigan to reject any or all bids and to waive any irregularities in bidding. It is agreed that this bid may not be withdrawn for sixty (60) calendar days from the opening thereof.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the City of Trenton, they will after being notified of award, furnish the required insurance and execute a contract in conformity with the form of contract incorporated herein and furnish the required insurance as specified within ten (10) calendar days after the above said notification of award.

The undersigned further agrees to commence Work under this Contract after the issuance of the Notice to Proceed by the Owner and to complete all said Work within **thirty (30)** calendar days from the above said notification.

If the Bidder is a corporation, set forth legal name of corporation together with signature of officer or officers authorized to sign contracts on behalf of corporation, if bidder is partnership, set forth name of firm together with signature of partner or partners authorized to sign contracts on behalf of partnership.

Bidders shall identify business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), and indicate official capacity of person executing Proposal and Bid.

Name of Company

Business Address

Telephone Number

Signature of person executing the bid and official capacity

Date

Name and Title of Signatory

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of:

(Print or Type) _____

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____

State _____ Zip Code _____

The undersigned hereby declares that he has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
 The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan.
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
 The Corporation is
 - LICENSED TO DO BUSINESS IN MICHIGAN
 - NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN.

The name, titles and home addresses of all persons who are now officers or Partners in the organization are as follows:

<u>NAME AND TITLE</u>	<u>HOME ADDRESS</u>
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 2014.

Signature

Print or type name of signatory

Title

AFFIX
CORPORATE
SEAL

BIDDER'S LIST OF REFERENCES

Three (3) Required

1) Please indicate company name, mailing address, contact person and title, area code and telephone number.

COMPANY NAME	MAILING ADDRESS	CONTACT PERSON	TITLE	PHONE NUMBER

TYPE OF PROJECT

SIZE OF PROJECT TO CLOSEST \$1,000

Demolition ()

Other - Explain ()

2) Please indicate company name, mailing address, contact person and title, area code and telephone number.

COMPANY NAME	MAILING ADDRESS	CONTACT PERSON	TITLE	PHONE NUMBER

TYPE OF PROJECT

SIZE OF PROJECT TO CLOSEST \$1,000

Demolition ()

Other - Explain ()

BIDDER'S LIST OF REFERENCES

Three (3) Required

3) Please indicate company name, mailing address, contact person and title, area code and telephone number.

COMPANY NAME	MAILING ADDRESS	CONTACT PERSON	TITLE	PHONE NUMBER

TYPE OF PROJECT

SIZE OF PROJECT TO CLOSEST \$1,000

Demolition ()

Other - Explain ()

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 USC §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

PERFORMANCE BOND

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned of

as Principal, and _____

of _____

as Sureties, and hereby held and firmly bound into the **City of Trenton, 2800 Third Street,**

Trenton, Michigan, 48183 the full and just sum of

for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors,

and assigns.

Signed and sealed this _____ day of _____, AD, 2015.

The condition of the above obligation is such that if said _____

shall well and faithfully do and perform the things agreed by the **City of Trenton** to be done and

performed by the annexed contract, according to the terms thereof, then this obligation shall be

void; otherwise, the same shall remain in full force and effect.

It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer, or Owner or by mutual agreement, such change or changes shall not modify, discharge or release this bond.

By: _____
(PRINCIPAL) (Seal)

By: _____
(SURETY) (Seal)

Signed, Sealed and Delivered in the presence of:

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

NOTICE TO PROCEED

To:

located at

You are hereby notified that the Contract Time of **30** calendar days for **Trenton Pavilion Demolition, Contract No. 2015-09** will commence on _____, **2015**.

By that date, you are to start performing your obligations according to the Contract Documents.

Before you may start any Work at the Site, you must submit five (5) copies of the necessary and appropriate Certificates of Insurance as required under the General Conditions of the Contract stated above.

Dated: _____

By: _____
William R. Hogan, PE, City Engineer
City of Trenton

CONTRACTOR acknowledges receipt of this Notice to Proceed this _____ day of _____, 2015.

By: _____

Title: _____

CITY OF TRENTON
Wayne County, Michigan

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period from _____, **2015** to _____, **2015** performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the City of Trenton, the Owner, or their agents, in addition to the regular items set forth in the contract numbered **2015-09** and dated _____, **2015** for **TRENTON PAVILION DEOMOLITION**, executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is not an itemized statement attached.

Date: _____, **2015**

(Contractor)

By: _____

Title: _____

CITY OF TRENTON
Wayne County, Michigan

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN }
COUNTY OF WAYNE } *ss.*

The undersigned,
hereby represents that on _____, **2015** they were awarded a contract by the City of Trenton, hereinafter called the Owner, to complete **TRENTON PAVILION DEMOLITION** in accordance with the terms and conditions of **Contract Number 2015-09**; and the Undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The Undersigned hereby warrants and certifies that all of their indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from sub-contractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The Undersigned further agrees that, if any claim should hereinafter arise, they shall assume responsibility for the same immediately upon request to do so by the Owner.

The Undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the Undersigned now has or may hereinafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ____ day of _____, 2015.

(Contractor)

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, in the State of _____, on this _____ day of _____, 2015.

Notary Public:

My Commission Expires: _____

CITY OF TRENTON
Wayne County, Michigan

CERTIFICATE OF FINAL COMPLETION

For:
TRENTON PAVILION DEMOLITION
CONTRACT NO. 2015-09

Date Issued: _____

Contractor: _____

This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof: _____

The Work to which this Certificate applies has been inspected by authorized representatives of the City of Trenton, the Contractor and the City Engineer, and that Work is hereby declared to be finally complete in accordance with the Contract Documents **Council approved on _____, 2015.**

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to correct defective Work in accordance with the General Conditions of the Contract Documents.

Contractor accepts this Certificate of Final Completion on _____, **2015**
Date

Contractor

By: _____
(Authorized Signature)

Owner accepts this Certificate of Final Completion on _____, **2015**
Date

City of Trenton

Owner

By: _____
(Authorized Signature)

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

UNIT PRICE & LUMP SUM CONTRACT

ARTICLES OF AGREEMENT, made and entered on this _____, AD 2015 by and between the City of Trenton, Wayne County, Michigan, hereinafter designated FIRST PARTY and _____ hereinafter designated SECOND PARTY.

WITNESSETH:

In consideration of the mutual promises of the parties hereto, IT IS HEREBY AGREED:

1. That all copies of the attached proposals, addenda, specifications, plans, general conditions, instructions to bidders, and all attached bonds shall be and they are hereby made a part of this agreement and contract.
2. That the Second Party, under penalty of bonds attached, shall furnish all labor, materials and appliances necessary and does hereby covenant, to do all the work in accordance with the bid documents entitled **TRENTON PAVILION DEMOLITION, CONTRACT NO. 2015-09** in accordance with the specifications above referred to, in a manner, time and place, all the singular as therein set forth.
3. First Party hereby agrees and promises to pay to the Second Party according to the Lump Sum Base Bid, Unit Prices bid, any addenda issued, as provided in the attached Proposal for performance of the Work in accordance with the Contract Documents all in the time and manner therein provided. Proposal bid amount: (\$ _____).
4. For the faithful performances of all and singular of the stipulations, terms, covenants and conditions of this agreement, said parties hereto respectively bind themselves, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, on the day and year first hereinabove written.

CITY OF TRENTON

Authorized by Council Resolution on 2015

Kyle F. Stack Mayor

Debra R. Devitt City Clerk
(FIRST PARTY)

Company Name

Signature Title

Print Name (SECOND PARTY)

IN THE PRESENCE OF:

By _____
(Designate official capacity)

By _____
(Designate official capacity) (Second Party)

CITY OF TRENTON
Wayne County, Michigan

CONTRACT TERMINATION

TERMINATION BY CITY:

THE CITY MAY FURTHER TERMINATE THIS AGGREEMENT AT ANY TIME WITHOUT PENALTY UPON THE FILING OF ANY SUIT, CLAIM OR INJUNCTION, OR THE INITIATION OF ANY FURTHER JUDICIAL OR ADMINISTRATIVE PROCEEDING, REGARDING DEMOLITION ON THE PROPERTY.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, on the day and year first hereinabove written.

CITY OF TRENTON

Authorized by Council Resolution on _____

Kyle F. Stack Mayor

Debra R. Devitt City Clerk
(FIRST PARTY)

Company Name

Signature Title

Print Name (SECOND PARTY)

IN THE PRESENCE OF:

By
(Designate official capacity)

By
(Designate official capacity) (Second Party)

Act No. 524
Public Acts of 1980
Approved by Governor
January 29, 1981

STATE OF MICHIGAN
80TH LEGISLATURE
REGULAR SESSION OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL No. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Section 1

As used in this act:

- (a) "Agent" means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).
- (b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.
- (c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value of less than \$30,000.00 or a contract that provides for 3 or fewer payments.
- (d) "Contract documents" means the construction contract; instructions to bidders; proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.
- (e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.
- (f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.
- (g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

- (h) "Public agency" means this state, or a county, city, township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended, being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a distinct area upon which special assessments are levied or imposed for the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.
- (i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to section 3.

Section 2

- (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom request for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such times as provided in the construction contract.
- (2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.
- (3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:
 - (a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.
 - (b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.
- (4) Upon failure of a public agency to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

Section 3

- (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.
- (2) The retainage shall be limited to the following:
 - (a) Not more than 10% of the dollar value of all work in place until work is 50% in place.
 - (b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

- (3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.
- (4) Except as provided in section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.
- (5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Section 4

- (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.
- (2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:
 - (a) In an agreement reached within 10 days after a dispute arises.
 - (b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.
- (3) The public agency may request dispute resolution by the agent regarding the following:
 - (a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.
 - (b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in the performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.
- (4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.
- (5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

- (6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.
- (7) If the dispute resolution results in a decision:
 - (a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.
 - (b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:
 - (i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.
 - (ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).
 - (iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).
- (8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor within the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Section 5

- (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.
- (2) For a construction contract entered into before the effective date of this act, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Section 6

This act shall take effect January 1, 1983.

CITY OF TRENTON
Wayne County, Michigan

GENERAL CONDITIONS

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GENERAL CONDITIONS

1.0 Definitions

- 1.1 The term "Owner", "City", or "Party of the First Part" where used in these plans and specifications shall mean the City of Trenton, Wayne County, Michigan, or its agent.
- 1.2 The term "Engineer", or "Agent" where used shall mean the City Engineer or any designated representatives appointed by the City Engineer.
- 1.3 The term "Contractor" where used shall mean the Part of the Second Part entering into contract with the City of Trenton or its agents.
- 1.4 The term "ASTM" shall mean the American Society for Testing Materials.
- 1.5 The term "Sub-Contractor" shall mean a person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project.

2.0 Contract Documents

The work under this Contract shall consist of the items listed in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, Bonds, Contract and Contract Drawings.

3.0 Contract Drawings and Specifications

- 3.1 The work to be done is shown on the accompanying set of drawings prepared by City of Trenton Engineering Department, and are hereby made a part of this contract, it being mutually understood and agreed that when taken together, the plans and contract documents are complementary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water fuel, tools, plant, equipment, light transportation, and all other expenses as may be necessary for the proper execution and completion of the work.
- 3.2 These original drawings may be supplemented by other drawings approved by the Engineer during the progress of the work. All such supplementary drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable there from. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless the Contractor has first brought the matter in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.

4.0 **Contractor's Responsibility**

- 4.1 The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to the Contractor on account of the amount or character of the work or because the conditions under which the work is done is different, from what was estimated or expected, or on account of the weather, floods, elements or other causes, and they shall assume the defense and save harmless the City and its individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, their agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, their agents or employees.
- 4.2 The mention of any specific duty or liability of the Contractor in theirs or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contract Documents.

5.0 **Insurance Required of the Contractor**

Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the project such insurance as will protect them, the Owner(s) and the Engineer(s) from claims arising out of the work described in this contract and performed by the Contractor, Subcontractor(s) or Sub-subcontractor(s) consisting of:

- 5.1 Worker's Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.
- 5.2 A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposure:
- 5.2.1. All premises and operations.
 - 5.2.2. Explosion, collapse and underground damage.
 - 5.2.3. Contractor's Protective coverage for independent contractors or subcontractors employed by them.
 - 5.2.4. Contractual Liability for the obligation assumed in the Indemnification and Hold Harmless agreement found in paragraph 10.0 of these General Conditions of this contract.
 - 5.2.5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - 5.2.6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

5.2.7. Broad Form Property Damage

- 5.3 A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- 5.4 The Contractor will purchase for the Owner an Owner's Protective Liability policy to protect the Owner, the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the Contractor, the Subcontractor(s) or the Sub-subcontractor(s) under this contract.
- 5.5 The Contractor shall purchase a Builder's Risk-Installation Floater in a form acceptable to the Owner covering property of the project for full cost of replacement as of the time of any loss which shall include, as named insured, (a) the Contractor, (b) all Subcontractors, (c) all Sub-subcontractors, (d) the Owner, the Engineer(s) or Architect(s), as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "ALL RISK" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft and earthquake, with exclusions normal to cover. The Contractor may arrange for such deductibles as they deem within their ability to self-assume, but they will be held solely responsible for such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as Trustee for the other insured(s).

5.6 Umbrella or Excess Liability

The Owner or its representative may require for certain projects, limits higher than those stated in paragraph 5.8, which follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(s) and shall apply both to the contractor's general liability and to their automobile liability insurance.

5.7 Railroad Protective Liability (**N.A. this CONTRACT**)

Where such an exposure exists, the Contractor will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(s) involved. See Supplemental Specifications for limits and coverage requested.

5.8 Limits of Liability

The required limits of liability for insurance coverage requested in section 5.0 shall be not less than the following:

5.8.1. Workers' Compensation

Coverage A – Compensation	Statutory
Coverage B – Employer's Liability	\$ 100,000.00

5.8.2. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$ 500,000.00
Bodily Injury – Aggregate (Completed Operations)	\$ 500,000.00
Property Damage – Each Occurrence	\$ 100,000.00
Property Damage – Aggregate or combined single limit	\$ 1,000,000.00

5.8.3. Comprehensive Automobile Liability

Bodily Injury	\$ 500,000.00
Property Damage or combined single limit	\$ 250,000.00 \$ 1,000,000.00

5.8.4. Owner's Protective

Bodily Injury – Each Occurrence	\$ 1,000,000.00
Property Damage – Each Occurrence	\$ 500,000.00
Property Damage – Aggregate or combined single limit	\$ 500,000.00 \$ 1,500,000.00

5.8.5. Builder's Risk-Installation Floater

Cost to Replace at Time of Loss

5.8.6. Umbrella or Excess Liability

\$ 2,000,000.00

5.9 Insurance – Other Requirements

5.9.1. Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the Owner and to the Engineer of cancellation or of intent not to renew.

5.9.2. Evidence of Coverage

Prior to commencement of the work, the Contractor shall furnish to the Owner, five (5) Certificates of Insurance. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

5.9.3. Additional Named Insured

The Contractor shall include the City of Trenton, their consultants, agents, and employees as additional named insured in their insurance supplied.

6.0 **Insurance Required for the Contractor**

6.1 Worker's Compensation and Employers' Liability Comprehensive General Liability including:

6.1.1. All premises and operations.

6.1.2. Explosion, collapse and underground damage.

6.1.3. Contractors' Protective

6.1.4. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this Contract.

6.1.5. Personal Injury Liability

6.1.6. Products and Completed Operations.

6.2 Comprehensive Automobile Liability including owned, non-owned and hired vehicles.

6.3 Umbrella or Excess Liability.

7.0 **Insurance Required for the Owner**

Owners' Protective Liability which names as insured the Owner(s), the Engineer(s), their consultants, agents, and employees and such public corporations in whose jurisdiction the work is located.

8.0 **Insurance Required for the Contractor and the Owner**

Builders Risk-Installation Floater which names as insured(s) the Owner; the Engineer(s); their consultants, agents, and employees; the Contractor and all Subcontractors.

9.0 **Qualification of Insurers**

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than X1 and a policyholders' service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:X1 will be acceptable only upon written consent of the Owner.

10.0 **Indemnification and Hold Harmless Agreement**

“The Contractor agrees to indemnify, defend, and save harmless the Owner and the Engineer, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney’s fees) by reason of liability imposed by law upon the Owner and Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to the property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the Contractor, their Sub-contractors, the Owner, the Engineer, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by sole negligence of the Owner, the Engineer, and their agents and/or consultants.”

11.0 **Contract Security** (N.A. this Contract)

The Contractor shall furnish a surety bond in an amount at least equal to 100% of the contract price as security of the faithful performance of this contract. The Contractor shall furnish, also, a separate surety bond in an amount at least equal to 100% of the contract price as security for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety of each such bond shall be a duly authorized surety company satisfactory to the owner and the two above bond forms shall be executed to the City of Trenton.

12.0 **Maintenance and Guarantee Bond** (N.A. this Contract)

13.0 **Laws and Regulations**

The Contractor shall keep themselves fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times, observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees which become effective during the progress of the work; and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

14.0 **Assignment of Contract**

14.1 The Contractor shall not assign this contract or any part thereof without the written consent of the owner. No assignment shall be valid unless it shall contain a provision that the funds to be paid to the assignees under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work in favor of all persons, firms or corporations rendering such services or materials.

14.2 The Contractor shall not subcontract any work to be performed under this contract without the written consent of the Owner. If the Contractor shall sublet any part hereof, the Contractor shall be as fully responsible to the City for acts and omissions of their subcontractor and of persons either directly or indirectly employed by their subcontractor as they are for the acts and omissions of persons directly employed by themselves.

15.0 **Authority**

No agent of the City shall have power to revoke, alter, enlarge or relax the stipulations or requirements of these plans and specifications except insofar as such authority may be specifically conferred by the specifications themselves without the formal authorization to do so, conferred by the contract of which the specifications are a part or by ordinance, resolution or other official action by the City.

16.0 **Engineer's Status**

The Engineer shall have general supervision of the work and has authority to stop the work whenever such stoppage may be necessary to insure that the finished work will be in accordance with the plans and specifications. The Engineer shall also have authority to reject all work and material, which do not conform to the plans and specifications.

17.0 **Inspector's Status**

The City may appoint on the job inspectors who shall be under the direction of the Engineer. The inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. The inspector will call to the attention of the Contractor any failure to follow the plans and specifications that the inspector may observe. The inspector shall have the authority to reject materials or suspend the work until any questions on the performance of the work can be referred to and decided by the Engineer. The inspector shall have no authority to direct the contractor's work or workers, to supervise the contractor's operations or to change the contract plans or specifications.

In no instance shall any action or omission on the part of the inspector release the contractor of the responsibility of completing the work in accordance with the plans and specifications.

18.0 **Contractor's Supervision**

The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using their best skill and attention. The contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foreperson and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to them shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, efficient workers and shall not use on the work any unfit person or one not skilled in the work assigned to them, and they shall at all times enforce strict discipline and good order among their employees. Whenever the Engineer notifies the Contractor, in writing, that any person on the work is, in the opinion of the Engineer, careless, incompetent, disorderly, or otherwise unsatisfactory, such person shall be discharged from work and shall not again be employed on it except with the written consent of the Engineer.

19.0 **Relation To Other Contractors**

The Contractor shall so conduct their operation as not to interfere with or injure the work of other contractors or workers employed on adjoining or related work and they shall promptly make good any injury or damage which may be done to such work by them or their employees or their agent.

20.0 **Fair Employment Practices Act**

The Contractor agrees that neither they nor their subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, color, religion, national origin, ancestry, age, sex, height, weight, or marital status. This covenant is required pursuant to Section 4 of Act No. 251; Public Acts of the State of Michigan of 1955 and any breach hereof may be regarded as a material breach of this contract.

21.0 **Start of the Work**

Starting materials shall be ordered and work shall begin on the ground within ten days after the notice to proceed is issued, unless otherwise stated. Work shall be prosecuted diligently thereafter and at such a rate as to insure its completion within the time specified. A construction schedule shall be submitted to the City Engineer for approval prior to commencement of any construction.

22.0 **Lines and Grades**

22.1 Construction layout services will be provided by the Owner, unless otherwise stated, and will include one complete set of line and grade stakes for each portion of the work. The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the work. No work shall be undertaken until such stakes and marks have been set by the Engineer.

22.2 The Contractor shall notify the Engineer forty-eight (48) hours in advance for lines to be set and the work to be staked and graded.

22.3 The Contractor shall take due and proper precautions for the preservation of the stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith and shall provide all labor and materials to set required batter boards and locate the work accurately with reference to the above point.

22.4 The cost of re-staking any part of the work due to the Contractor's failure to protect the stakes will be deducted from the progress payments.

22.5 A written statement of any re-staking costs deducted from the progress payments will accompany the progress payment forms (estimate forms).

23.0 **Sunday and Night Work**

The Contractor is required to prosecute the work done under this contract during the hours of daylight (7:00 a.m. to 7:00 p.m.) and no work will be permitted at night or on Sundays except to save property or life or on operations which cannot be carried out in the minimum hours permitted and only upon written authorization of the Engineer.

24.0 **Testing and Sampling**

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Engineer for approval. Where tests are required, they shall be made at the expense of the City, except as otherwise called for in the Specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and their certificate therefore submitted to the Engineer.

Density compaction tests will be done at the discretion of the Owner, or their representative in the following sequence:

24.1 The first density test will be paid for by the City.

24.2 If the first density test does not meet the required percent of compaction, the second density test will be paid for equally by the City and the Contractor.

24.3 If the second density test does not meet the required percent of compaction, any further tests will be paid for by the Contractor.

24.4 When a density test has been completed and did not meet the required percent of compaction, the testing company technician will not remain on the project, at City expense, while the contractor continues to try to obtain the required compaction.

25.0 **Facilities for Inspection**

The Engineer shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this contract, and to inspect the work and materials, and to ascertain whether or not the construction is carried out in accordance with this contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications.

The Contractor shall promptly remove from the premises all materials rejected by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute their own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly, after written notice, the City may remove them and store the material at the expense of the Contractor.

The Engineer has the right to have removed by the Contractor such portion of the work as they may deem necessary for the discovery of improper work or material, and the Contractor must restore each work at their own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work, which during its progress and before its final acceptance may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

26.0 Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all property and private abutting property from injury or loss arising in connection with this Contract. The Contractor shall, without delay make good any such damage, injury or loss, and shall defend and save the City harmless from all such damages or injuries occurring because of their work. The Contractor shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchers and other facilities for protection required by public authority or by local conditions, all at no additional cost to the City.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the City, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever, not directly due to the acts or neglect of the City, including fire, vandalism and malicious mischief, and shall turn the finished work over to the City in good repair, at the time of the final estimate.

27.0 Responsibility for Adjoining Structures and Trees

The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by their operations, and shall indemnify, defend and save harmless the Owner against all damages to any such structure arising out of their work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of their operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the owner, and the Contractor will be held fully responsible for any damages caused by their work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Engineer.

28.0 **Maintenance of Service**

Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the work, which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

All detours, shown on the drawings or required because of the Contractor's operations, shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and suitable warning devices shall be maintained by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

29.0 **Clean-Up**

On or before the completion of the work, the Contractor shall without charge, unless there is a specific item in the proposal, tear down and remove all buildings and other temporary structures built by the Contractor, and shall remove all rubbish and left-over materials accumulated during construction from any grounds which they have occupied and shall leave the line of work in a neat and clean condition. Furthermore, all structures and appurtenances included in this contract shall be cleared of all scaffolding, rubbish and dirt.

30.0 **Time of Completion**

The time allowed for the completion of the work contemplated in this contract shall be stated in the proposal and is the time allowed for all construction and clean-up and any other pertinent operation required before final and formal acceptance by the City.

All days on which work is suspended by order of the Engineer or in accordance with these specifications shall automatically extend the time for completion of the work an equal number of days. No other extension of time shall be allowed except upon formal written consent of the Engineer.

It is distinctly understood and agreed by the parties hereto that the time specified for the completion is the essence of this contract and the Contractor shall not be entitled to claim performance of this contract unless the work is satisfactorily completed in every respect within the time specified.

31.0 **Use of Completed Work**

The City reserves the right to use and/or occupy portions of the completed structures which may be completed in accordance with the plans and other portions of these specifications prior to final acceptance. Such use shall in no way be construed as final acceptance of the work nor shall it release the Contractor or any of their sureties of any liability elsewhere herein.

32.0 **Injunctions**

Should the party of the first part be prohibited or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reason of the delays caused thereby, except for the actual cost of protecting such work as they may have underway or for the cost of removal and replacement of such tools, plant and materials as they may have delivered upon the work such as to be determined by the Engineer. Nor shall the Contractor be permitted to withdraw from this agreement until such delays as aforesaid aggregate one (1) year, but the time of completion shall be extended for such time as, in the judgment of the Engineer, shall be equal to the aggregate delay.

33.0 **Forfeiture of Contract**

In the event the Contractor is declared a bankrupt, makes an assignment for the benefit of creditors or their assets pass into the custody of a receiver appointed by a court or if the work to be done under this contract shall be abandoned by the Contractor, or if at any time in the judgment of the City the Contractor shall fail to prosecute the work at reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, and such action shall not affect the right of the City to recover damages resulting from such failure, then the City has a right to take possession of the work, including the Contractor's plant, supplies, tools and materials at any time after having notified the Contractor in writing to discontinue the work under this contract for said cause or causes. Upon receiving such notice, the Contractor shall upon demand, immediately give the part of the first part safe and peaceful possession of the work including the plant, and shall then cease to have any control over any portion of the workers employed thereon.

The part of the first part may then proceed to complete the work therein specified by contract or otherwise and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under this contract, the sureties to said party of the first part.

34.0 **Waiver of Contract**

Neither the acceptance by the City or its engineer or other agents, nor any order, measurements or certificate by the Engineer, nor any order by the City for the payment of money, nor any payment for or acceptance of the whole or any part of the work by the Engineer, or the City, nor any extension of time, nor any possession taken by the City or its agents, shall operate as a waiver for any portion of the contract and any power therein reserved to the City or any right to damages therein provided, nor shall any waiver of any breach of contract be held to be a waiver of any subsequent breach.

35.0 **Payment**

- 35.1 **Estimates and Payments.** The party of the first part shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, based upon measurements made by the Engineer, or as otherwise stipulated herein and such measurements shall be final and conclusive.
- 35.2 Payments, based upon progress estimates, will be made once each month on work completed during the preceding month for 90% of the work completed, less and deductions or reservations which may be made in accordance with the terms of this contract. No allowance will be made for material furnished unless incorporated in the finished work.
- 35.3 The party of the first part may withhold the payments of any estimate or portion of estimate until the Contractor has furnished satisfactory evidence that they have paid all claims of every nature. No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work and the payment of the final estimate within thirty (30) days after the completion of the work under this contract to the satisfaction of the city and its Engineer, in accordance with all singular terms and stipulations herein contained. The City shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the City, make affidavit that they have paid all claims of every nature, or secure a release from the sureties approving payment of final estimate by the City. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.
- 35.4 The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be a release to the City and its agents, from all claims and liabilities to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

36.0 **Lump Sum Contracts**

Promptly following the execution of the contract, the Contractor shall prepare and submit to the Engineer an itemized statement showing the unit quantities and corresponding unit prices and totals of all items of equipment or supplies required under this contract. Each item shall be described as indicated in the specifications. Partial payments shall be made on the basis of the unit prices submitted and approved by the engineer.

37.0 **Quantities**

Estimated quantities are approximate and will be used for comparison of bids only. Payment will be based upon actual measurements taken by the Engineer in conjunction with the Contractor after completion of the work.

38.0 **No Estoppel**

The party of the first part shall not, nor shall any officer thereof, be precluded or estopped by any return or certificate made or given by the Engineer or other officer, agent or appointee under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made thereof pursuant to any such return or certificates showing the true and correct amount of any money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or their sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly complied.

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

DEMOLITION AND REMOVAL OF BUILDING

SPECIFICATIONS

GENERAL

These specifications form a part of the total bidding and contract documents and the requirements herein specified are intended to describe the nature and procedures inherent in completing the demolition in a workmanlike manner.

1. Work Included

In general, the work includes the demolition and removal of one residential building including all contents and appurtenances, concrete or masonry slabs, service walks, walls, and the compacted fill of footings and/or a basement within the project limits.

2. Work Not Included

Removal of street paving, alley paving, curbs, public walks or City trees.

3. Order to Work

In the event it becomes necessary, the City of Trenton reserves the right to have the Contractor perform the demolition work in such order as, in its direction, it may require. Under no circumstances shall the Contractor be permitted to enter on occupied property for which they have not had a notice to proceed.

4. Asbestos Notification Requirements

The Contractor must be properly licensed in asbestos removal procedures, shall treat this site as asbestos contaminated and must follow all requirements as set forth for NESHAP & MIOSHA compliance. All asbestos contaminated portions of the structure and its contents, as detailed in the enclosed report, must be taken to an appropriate landfill for asbestos contaminated material for disposal. The contractor must provide documentation to the City that all building materials and contents were disposed of at a landfill licensed to accept asbestos. (See attached test results from Environmental Testing and Consulting, Inc.)

5. Utilities

A. Disconnection

The contractor shall remove the existing sanitary sewer lead and provide a water-tight cap at the property line, unless otherwise instructed. The contractor shall call for an inspection of the sanitary sewer capping prior to backfilling of the excavation. The water service shall be manually disconnected or cut near the stop box on the private property side of the stop box unless designated otherwise. ***Do not pull water lead out from stop box.***

The Contractor shall receive from the City an approved inspection for capping of the sewer lead and water line disconnection prior to backfill. The City will arrange for the disconnection/shutting off of utilities, including gas, electric and water.

B. Protection

The Contractor shall preserve in operating condition all active utilities traversing the project site: protect manholes, catch basins, valve boxes and other appurtenances. The Contractor shall repair damage to any such utility due to work under this contract to the satisfaction of the City of Trenton.

6. Demolition and Removal

A. Protection of Persons and Property

Adequate protection of persons and property shall be provided at all times. The Contractor shall execute the work in such a way as to avoid hazard to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.

Provide substantial barricades around all basements and cellars as soon as such openings are uncovered, adequate to block access and to afford protection to workmen and the public. Do not use materials salvaged from the demolition work for this purpose.

B. Demolition of Premises

Remove basements, crawl spaces and cellars, all partitions, stairways, mechanical equipment, piping, apparatus and debris.

Remove subsurface masonry and/or concrete foundations and walls, partition walls and chimney foundations.

Break up and remove all concrete and/or concrete slabs to virgin earth. This includes reinforced and plain concrete walks and steps, garage floors and approaches, first floor slabs on fill, and basement floor slabs.

Break up and remove approximately 500 square yards of site concrete pavement of variable depth and associated brick paving, one concrete bollard and concrete curbing surrounding existing trees. Removals are to occur at existing joints, but the contractor must take sufficient care as to not damage adjacent concrete slabs. Sawcutting at existing joints may be required to insure no damage to adjacent slabs occurs. The contractor shall be responsible for replacement of any concrete damaged during the removal of the building, site concrete or any associated appurtenance.

C. Dust Control

The contractor shall thoroughly wet down all portions of the structure during the demolition process to minimize the spread of dust. Any use of City water via access to a fire hydrant requires the appropriate permit and use of a backflow preventer, available from the City of Trenton Department of Public Works.

D. Use of Explosives

Blasting is prohibited

E. Fires

Burning is prohibited

F. Basement/Cellar/Crawl Space Backfilling

With the approval of the City Engineer or his representative, the Contractor shall fill the basement/cellar/crawl space excavation with suitable compacted earth fill (sand/clay or a combination of both) that is in conformance with Section 11 below. Under no circumstances shall basement/cellar excavations be filled with rubbish, trash, organic material, or other deleterious material.

G. Removal of Debris, Cleaning, Etc.

All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities or as deposited on the site by others during the duration of the contract shall be removed and legally disposed of by the Contractor, who shall keep the project area and public rights-of-way reasonably clear at all times.

The contractor shall provide the City with all copies of landfill tickets for this contract.

7. Responsibility of Contractor

The Contractor will be required to obtain a **demolition permit (\$80.00) and performance bond** in the amount of the bid cost from the City Building Department. The Contractor shall verify the building for demolition is unoccupied prior to demolition. Except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, taxes legally collectable because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the contract and deliver it complete in every respect within the specified time. **Any City sidewalk and/or street pavement damaged during the demolition shall be replaced by the Contractor per City specifications and at his own expense.**

8. Saturday Work

In the event the Contractor works Saturdays he must notify the City of Trenton at least 48-hours in advance of such overtime work if the overtime work involves the capping of sanitary the sewer or the filling of basements/cellars, crawl spaces or any excavated area.

9. Demolition on Site

All structures shown on the plans and/or listed in the proposal shall be completely demolished on the site and shall not be moved in whole or in part by the Contractor unless special permission for the purpose of relocation is received in writing from the City of Trenton.

10. Rodent Control

Prior to the demolition or removal of any structure on the site, the Contractor shall employ acceptable and adequate means to guarantee the extermination of all rodents on the premises.

11. Fill and Grade

All backfill to be used at the site is to be clean and free of any foreign matter. The Contractor shall further provide the City with a notarized affidavit indicating the origin of the backfill and a statement that to the best of the Contractor's knowledge, the earth fill material is not contaminated. Acceptable material includes sand or clay free from rocks, rubble, roots, stumps, refuse, organic matter, or other deleterious or contaminated material.

The earth fill shall be adequately compacted by mechanical means to approx. 95% maximum density to minimize future settlement, and to include a slight crown upon finish grade. The grade shall be continuous with no areas of water accumulation. All material encountered as part of the grading including brush, trees, and debris shall be removed from the site and disposed of by the Contractor.

The Contractor shall schedule a finish grade inspection for approval when the work is complete and prior to removing the grading equipment from the site.

12. Seeding

Install a blended fertilizer / grass seed at the rate recommended by the seed packaging to all required areas, followed by the required watering and mulching.

END OF SECTION

CITY OF TRENTON
Wayne County, Michigan

SPECIAL PROVISION FOR USE OF CITY WATER

DESCRIPTION

Water from the City of Trenton water system is available for use by the Contractor at no charge. The Contractor **MUST** apply for and have a permit for water use in the possession of the individual taking the water from the City system. Unauthorized use will not be permitted.

The Contractor is advised to contact the City Water Department at (734) 675-1267 to ascertain the procedures for obtaining a permit.

The Contractor, or any sub-contractor, shall use only designated hydrants per the City's Water Department.

Use of unauthorized hydrants by the Contractor or any sub-contractor will result in:

1. \$500 fine for the first offense, plus City expense and any damage resulting from authorized use.
2. Void of water permit for the second offense. Contractors will be responsible to provide their own source of water.

Use of private water from any residence or business will not be permitted. All hydrants used between November 1 and April 1 will be pumped down to 5 feet below grade following each use.

END OF SECTION



**NESHAP RENOVATION / DEMOLITION INSPECTION OF
ASBESTOS CONTAINING MATERIALS
FOR THE PROPERTY KNOWN AS: Pavilion**

239 West Road,
Trenton, MI 48183

Prepared for:

City Of Trenton
2800 Third Street
Trenton, MI 48183
734-675-8251

Prepared By:

ETC - Environmental Services
38900 Huron River Drive
Romulus, Michigan 48174
(734) 955-6600

September 11th, 2015

ETC Job #: 174365

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Appendices

Appendix A - Polarized Light Microscopy Asbestos Analysis Results

Appendix B – Site Map

Appendix C - State of Michigan Notification of Intent to Renovate or Demolish

1. Introduction

City Of Trenton contracted ETC - Environmental Services (ETC) to perform a renovation / demolition inspection of the building located at 239 West Road, , Trenton, MI 48183. This inspection was conducted on September 11th, 2015.

The EPA under the National Emission Standards for Hazardous Air Pollutants (NESHAPs) asbestos rule requires that prior to the start of a renovation and/or demolition project, the building must be inspected for asbestos containing materials (ACM's). The purpose of this inspection was to determine the presence and quantity of friable or potentially friable ACM's. Depending on the ACM found and the condition that it is in, removal of the material may be necessary before demolition work is to begin. Prior to the start of a demolition project, it is necessary that friable or potentially friable ACM's be removed.

ETC's certified inspector, Jonn Jacobson, conducted the ACBM Inspection and identified materials suspected of containing asbestos. Jonn Jacobson's State of Michigan Asbestos Building Inspector's certification number is A-36250.

Wherever potential asbestos materials were found, data was collected and recorded regarding quantities and observed conditions of the suspect material. As required by the Occupational Safety and Health (OSHA) and the Environmental Protection Agency (EPA), three (3) samples of each type of material were taken in different locations to determine actual asbestos content.

Included along with this report are copies of the bulk sample results, a site map showing sample locations and a copy of the State of Michigan Notification of Intent to Renovate/Demolish. This information will be necessary for the asbestos abatement contractor selected to perform asbestos abatement activities in the house. ETC has included its information on the second page.

2. Information about Asbestos Inspections

a. Sampling Procedures

Representative bulk samples of suspect asbestos containing building materials were randomly collected within each building area. The materials sampled were broken down into distinct homogenous (similar) materials. Homogenous material determination was based on the following criteria:

- Similar physical characteristics (same color and texture, etc.)
- Application (sprayed-on, troweled-on, assembly into a system etc.)
- Material function (Thermal insulation, floor tile, wallboard system etc.)

It is important to note that some companies are only taking one sample of select non-friable materials. While this procedure is allowed under the NESHAPs regulation, the OSHA standard suggests a minimum of three samples of each homogeneous material. This is a better approach due the potential errors in the

analytical method used. **To provide the most accurate information possible and be sure of our results, ETC chooses to take three samples of each sampled material.**

Additionally, some inspection companies have taken to assuming that materials contain asbestos rather than paying for the time and expenses of sampling them. This is not in the client's best interest. If materials are being assumed to contain asbestos, the client must treat them as asbestos containing even if they are not. This can lead to significantly increased costs for the building owner. **In general, ETC only assumes materials to be asbestos when sampling them will ruin their integrity (i.e. fire doors) or when they are too dangerous to sample (i.e. live electrical lines).**

b. PLM Analysis Methodology

PLM samples were analyzed utilizing the Environmental Protection Agency's Test Methods: Methods for the determination of Asbestos in Bulk Building Materials (EPA 600/R-93/116, July 1993) and the McCrone Research Institute's The Asbestos Particle Atlas as method references. Additional treatment and tests may be required to accurately define composition (i.e. ashing, extraction, acetone treatment, and TEM).

Analysis was performed by using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification. The samples analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/tremolite), fibrous non-asbestos constituents (mineral wool, cellulose, etc.) and non-fibrous constituents. Using a stereoscope, the microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample.

According to NESHAP requirements any bulk sample that has asbestos content above 0% but below 10% should be point counted for final determination of percentage. **Please note, the contract DID NOT include point counting as defined in NESHAP.** Should City Of Trenton wish to have this additional analysis conducted, ETC can send any samples in this range for point counting. However, this will require additional charges for analysis. Therefore, for any samples in the range above 0% but below 10% these results can only be considered estimates.

c. Interpretation of Inspection Results

A material is considered by OSHA, the EPA and the State of Michigan to be asbestos-containing if at least one sample collected from the homogenous material has asbestos fibers present in a concentration greater than one percent (>1 %).

A summary of the materials sampled, asbestos content, quantities and locations can be found on the Chart A in Section 4.0 – Summary and Conclusions.

3. Regulatory Requirements

There are two main regulations that affect renovation / demolition of residential homes and asbestos materials. The MIOSHA asbestos construction standard has requirements to protect the workers performing the renovation / demolition while the EPA – NESHAPs regulation has requirements that protect the general public and environment.

a. MIOSHA Construction Asbestos Regulations

The MIOSHA standard establishes a permissible exposure limit (PEL) average over an 8 hour day. This means that this is the maximum level of asbestos that workers and/or employees can be exposed to without respirator protection and protective clothing. Should air sampling during renovation or demolition activities be at or near the PEL the employer will have to:

- Notify Workers
- Worker Training
- Post Danger Signs
- Establish periodic air monitoring regulated areas, and decontamination facilities
- Provide respiratory protection and personnel protective clothing
- Employee Respiration Monitoring
- Record keeping
- Medical Surveillance (if employee will be exposed 30 days per year or more).

Until recently, only schools were federally mandated to conduct asbestos inspections of their buildings. However, with the passage of new MIOSHA regulations, all building owners (in this case City Of Trenton) is now required to notify all renovation / demolition workers of presence, location and quantity of all asbestos containing building materials within the building.

In most cases, it is more practical to have an asbestos contractor removal the ACM from the building prior to renovation / demolition than have the renovation / demolition contractor comply with all these requirements.

b. NESHAP Requirements

Prior to beginning a renovation or demolition project, NESHAP (enforced in Michigan by the Department of Environmental Quality – MDEQ) requires a full inspection of the following materials to determine their asbestos content:

- Friable Materials
- Category 1 – Non-friable Materials (Packing, gaskets, resilient floor covering, and asphalt roofing products)
- Category II – Non-friable Materials (All other non-friable materials)

In general, MDEQ requires any identified asbestos materials to be removed prior to renovation or demolition activities that would dislodge, disturb or otherwise affect these materials. There is an exception that if a licensed supervisor will state in writing that the material will not become friable during the renovation / demolition process it may be left in the building. However, be very careful with this exemption. MDEQ has stated that they believe that the only materials that MIGHT qualify for this exemption would be roofing felt and asphalt roofing materials. In order to use even this small exemption, the following would be required from the demolition contractor:

- A licensed asbestos abatement supervisor will sign that the material will not become friable
- The supervisor will have to be on-site during all renovation or demolition to insure that material stays intact.
- If MDEQ reviews that site and finds the material crumbled or disturbed both the contractor and building owner may be cited up to \$27500 per day.
- The waste generated from the activity must be taken to an asbestos dump and they must be informed that the waste is mixed asbestos waste.

It is obviously very expensive and difficult to try and leave ACM within and area / building during renovation or demolition activities. Therefore, ETC recommends that all ACM be removed. This is why ETC does not assume materials to be ACM.

c. Notification Requirements

When performing abatement work within the State of Michigan, notification requirements depend on the quantity of materials and the friability of the material being removed.

If removing friable material above >160 square feet and / or 260 linear feet, the contractor must provide a ten working day notification to Michigan Department of Environmental Quality (MDEQ) and a ten calendar day notification to Michigan Department of Licensing and Regulatory Affairs (LARA) – Asbestos Program. If only non-friable materials are being removed, MDEQ does not want a notification.

If removing above >15 square feet but < 160 square feet, or > 10 linear feet but < 260 linear feet the contractor only needs to notify the LARA as stated above.

For removals of < 15 square feet or < 10 linear feet, no notification is required.

In conjunction with any notification to LARA, the contractor must pay a 1% fee for the project. This fee is to reflect 1% of the total abatement contract amount.

d. Abatement Requirements

Any company hired to remove identified ACM must insure that all asbestos companies, supervisors, workers are be licensed by the LARA. Additionally, these companies must insure that:

- The State of Michigan must be notified of the work in advance
- An asbestos supervisor must be on-site at all times when work is occurring
- All work must be completed within regulated work areas
- All work must be completed utilizing asbestos work practices defined in the MIOSHA regulations
- Have on-site personnel sampling conducted during the removal activities
- The contractor must request and pass (below 0.05 f/cc) a final asbestos clearance performed by a neutral third party prior to dismantling and leaving the site.
- Meet all other current regulations and standards.

In addition to these requirements, ETC strongly recommends that City Of Trenton insure that they receive the following documents from the contractor prior to making final payment:

- Written / signed documentation from the supervisor if any asbestos materials are to be left in place during renovation or demolition (Not recommended)
- Copy of the asbestos abatement notification
- Copy of the personnel monitoring during the work
- Copy of the final asbestos clearance report

By requiring these documents, City Of Trenton will substantially reduce their liability should something occur during the asbestos removal at this site.

4. Summary and Conclusions

ETC has endeavored to identify potential asbestos containing materials (ACM) that were accessible (without destructive testing) at the time of the inspection, other potential ACM may be buried or inaccessible at the time of the initial survey.

As has been evidenced on numerous other demolition and renovation projects, when tearing out or demolishing existing building surfaces, it is very common to encounter other building materials that were not accessible during the initial testing for ACM or lead / cadmium painted surfaces. It is therefore incumbent on City Of Trenton or their selected construction / renovation contractor to refer to the chart of sampled materials consistently during the renovation process. If materials are encountered during this process that are not clearly identifiable on the initial survey chart, ETC should be called to test and verify the asbestos / lead / cadmium content of these items.

ETC cannot be held responsible for materials encountered after the initial survey is completed unless we are contacted and given the opportunity to test and verify the material content. The costs associated with this additional testing are not

included within the scope of this project and will incur additional charges for the additional sampling and analysis.

On the following charts, please find:

- Chart A - Is a summary of the materials that were sampled. Materials that test positive for asbestos have been bolded to make identification easier. ***If additional materials are encountered that were not previously identified, the contractor is responsible to contact ETC and have these materials tested. These additional sampling costs are not included in the scope of work or price for this survey.***

Quantities that are listed are estimates only; in general, listed quantities represent only what was visible during testing. It is likely that where ACM has been identified throughout specific floors, similar materials and quantities exist on other like floors. It is the contractors'/client's responsibility to verify all amounts of asbestos identified during any bid process, or during future renovation and/or demolition activities. Materials that are identical in both relative location and physical description to already tested materials listed in this report should always be assumed to be ACM.

Chart A – Materials Sampled and Asbestos Content				
Material #	Material Description	Asbestos	Quantity	Location (Refer to map in Appendix B)
1	Caulk Window Exterior	No	150 LF	All windows but N. Windows
2	Glazing Windows exterior	No	150 LF	All windows but N. Windows
3	Glazing Window interior	No	150 LF	All windows but N. Windows
4	Caulk Aluminum window interior	No	50 LF	North Windows
5	Drywall	No	50-400 SF	Bathroom, behind laminated covering.
6	Glue on drywall	No	50-400 SF	Bathroom, behind laminated covering.
7	Roof Layers	No	1000 SF	Roof
8	Shingle	No	500 SF	Surrounding N. Section from 12 to 18 feet from ground.
9	Shingle, Paper Backing	No	500 SF	Surrounding N. Section from 12 to 18 feet from ground

5. Inspector's Information

All inspection work was completed by a Michigan certified asbestos abatement inspector as detailed below.

This report reviewed and submitted by:



Jonn Jacobson
State of Michigan Certified Asbestos Building Inspector
State of Michigan Card #: A-36250

APPENDICES

APPENDIX A

POLARIZED LIGHT MICROSCOPY ASBESTOS ANALYSIS RESULT FORMS

ENVIRONMENTAL TESTING LABORATORIES, INC.

38900 HURON RIVER DRIVE, SUITE 200
ROMULUS, MICHIGAN 48174
(734) 955-6600
FAX: (734) 955-6604



To : Environmental Testing And Consulting Inc.
38900 Huron River Drive
Romulus, MI 48174

Project Location : Trenton Pavilion Structure
239 West Road, Trenton, MI 48183

Attention : Dennis Chegash

Client Project : N/A

ETC Job : 174365

Report Date : 9/14/2015

Login #	Sample ID	Work Requested	Completed
363873	01A	Asbestos Analysis	09/14/2015
363874	01B	Asbestos Analysis	09/14/2015
363875	01C	Asbestos Analysis	09/14/2015
363876	02A	Asbestos Analysis	09/14/2015
363877	02B	Asbestos Analysis	09/14/2015
363878	02C	Asbestos Analysis	09/14/2015
363879	03A	Asbestos Analysis	09/14/2015
363880	03B	Asbestos Analysis	09/14/2015
363881	03C	Asbestos Analysis	09/14/2015
363882	04A	Asbestos Analysis	09/14/2015
363883	04B	Asbestos Analysis	09/14/2015
363884	04C	Asbestos Analysis	09/14/2015
363885	05A	Asbestos Analysis	09/14/2015
363886	05B	Asbestos Analysis	09/14/2015
363887	05C	Asbestos Analysis	09/14/2015
363888	06A	Asbestos Analysis	09/14/2015
363889	06B	Asbestos Analysis	09/14/2015
363890	06C	Asbestos Analysis	09/14/2015
363891	07A	Asbestos Analysis	09/14/2015
363892	07B	Asbestos Analysis	09/14/2015

This report is intended for use solely by the individual or entity to which it is addressed. This report may not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. It may contain information that is privileged, confidential and otherwise exempt by law from disclosure. If the reader of this information is not the intended recipient or an employee of its intended recipient, you are herewith notified that any dissemination, distribution or copying of this information is strictly prohibited. If you have received this information in error, please notify ETL immediately. Thank you.

Login #	Sample ID	Work Requested	Completed
363893	07C	Asbestos Analysis	09/14/2015
363894	08A	Asbestos Analysis	09/14/2015
363895	08B	Asbestos Analysis	09/14/2015
363896	08C	Asbestos Analysis	09/14/2015
363897	09A	Asbestos Analysis	09/14/2015
363898	09B	Asbestos Analysis	09/14/2015
363899	09C	Asbestos Analysis	09/14/2015

Reviewed by:



Quality Assurance Coordinator



Certificate of Analysis

Environmental Testing Laboratories, Inc.
 38900 Huron River Drive,
 Suite 200, Romulus, Michigan 48174,
 (734) 955-6600, Fax: (734) 955-6604

Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.
 38900 Huron River Drive
 Romulus, MI 48174
 Location : Trenton Pavilion Structure
 239 West Road, Trenton, MI 48183

ETC Job : 174365
 Client Project : N/A
 Date Collected : 09/11/2015
 Date Received : 09/14/2015
 Date Analyzed : 09/14/2015

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
363873 01A 3rd Flr, W Wdw from N on W Side Analyst: Natalie Barnas	Exterior Window Caulk	Grey Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected
363874 01B 1st Flr, S Inset Wdw from W Analyst: Natalie Barnas	Exterior Window Caulk	Grey Non-Fibrous Homogenous		100% Other	None Detected
363875 01C 1st Flr, W Inset Wdw from Cntr N Analyst: Natalie Barnas	Exterior Window Caulk	Grey Non-Fibrous Homogenous		100% Other	None Detected
363876 02A Btm of 1st Wdw on E Side from N Analyst: Natalie Barnas	1/16in Thick Exterior Window Glazing	Grey Non-Fibrous Homogenous		100% Other	None Detected
363877 02B Btm N of 2nd E Wdw from N Analyst: Natalie Barnas	1/16in Thick Exterior Window Glazing	Grey Non-Fibrous Homogenous		100% Other	None Detected
363878 02C Btm S of 2nd E Wdw from N Analyst: Natalie Barnas	1/16in Thick Exterior Window Glazing	Grey Non-Fibrous Homogenous		100% Other	None Detected
363879 03A 1st Flr, S Wdw from W, W Side Analyst: Natalie Barnas	1/2in Wide Interior Window Glazing	White Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected

ETL, Inc. maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced without written approval by ETL, Inc. Test Method EPA 600/R-93-116 & EPA 800/M4-82/020 or NYSDOH-ELAP Item 198.1 and/or 198.6 was used to analyze all samples. Matrix interference and/or resolution limits (i.e. detecting asbestos in non-friable organically bound materials) may yield false results in certain circumstances. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing. Interpretation and use of test results are the responsibility of the client. ETL, Inc. is not responsible for the accuracy of the results when requested to physically separate and analyze layered samples. Any PLM results below 10% should be re-analyzed using the EPA recommended Point Count method. Any material that has greater than 1% asbestos content is considered to be an Asbestos Containing Material (ACM). These materials are regulated by both OSHA and the EPA and must be treated accordingly. Results are related to only to samples that were tested.



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Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.
38900 Huron River Drive
Romulus, MI 48174
Location : Trenton Pavilion Structure
239 West Road, Trenton, MI 48183

ETC Job : 174365
Client Project : N/A
Date Collected : 09/11/2015
Date Received : 09/14/2015
Date Analyzed : 09/14/2015

Table with 6 columns: Sample, Description, Appearance, % Fibrous, % Non-Fibrous, % Asbestos. Contains 8 rows of analysis data for various samples like 363880, 363881, 363882, 363883, 363884, 363885, 363885.

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Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.
38900 Huron River Drive
Romulus, MI 48174
Location : Trenton Pavilion Structure
239 West Road, Trenton, MI 48183

ETC Job : 174365
Client Project : N/A
Date Collected : 09/11/2015
Date Received : 09/14/2015
Date Analyzed : 09/14/2015

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
363887 05C S Wall Opening E Analyst: Natalie Barnas	3/8in Drywall	Cream Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363888 06A S Wall Opening W Analyst: Ian McCusker	Glue (on drywall)	Brown Non-Fibrous Homogenous	5% Cellulose	95% Other	None Detected
363889 06B S Wall Opening Cntr Analyst: Ian McCusker	Glue (on drywall)	Brown Non-Fibrous Homogenous	5% Cellulose	95% Other	None Detected
363890 06C S Wall Opening E Analyst: Ian McCusker	Glue (on drywall)	Brown Non-Fibrous Homogenous	5% Cellulose	95% Other	None Detected
363891 07A Cntr E of S Roof, W Analyst: Ian McCusker	Roof Layers (tar)	Black Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363892 07B Cntr E of S Roof, Ctr Analyst: Ian McCusker	Roof Layers (tar)	Black Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363893 07C Cntr E of S Roof, E Analyst: Ian McCusker	Roof Layers (tar)	Black Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected

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Suite 200, Romulus, Michigan 48174,
(734) 955-6600, Fax: (734) 955-6604

Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.
38900 Huron River Drive
Romulus, MI 48174
Location : Trenton Pavilion Structure
239 West Road, Trenton, MI 48183

ETC Job : 174365
Client Project : N/A
Date Collected : 09/11/2015
Date Received : 09/14/2015
Date Analyzed : 09/14/2015

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
363894 08A Over 3rd Wdw, S of NW Crnr, N Analyst: Ian McCusker	Roof Shingle	Black/Green Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363895 08B Over 3rd Wdw, S of NW Crnr, Cntr Analyst: Ian McCusker	Roof Shingle	Black/Green Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363896 08C Over 3rd Wdw, S of NW Crnr, S Analyst: Ian McCusker	Roof Shingle	Black/Green Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
363897 09A Over 3rd Wdw, S of NW Crnr, N Analyst: Ian McCusker	Shingle Paper Backing	Black Fibrous Homogenous	70% Cellulose	30% Other	None Detected
363898 09B Over 3rd Wdw, S of NW Crnr, Cntr Analyst: Ian McCusker	Shingle Paper Backing	Black Fibrous Homogenous	70% Cellulose	30% Other	None Detected

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(734) 955-6600, Fax: (734) 955-6604

Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.
38900 Huron River Drive
Romulus, MI 48174
Location : Trenton Pavilion Structure
239 West Road, Trenton, MI 48183

ETC Job : 174365
Client Project : N/A
Date Collected : 09/11/2015
Date Received : 09/14/2015
Date Analyzed : 09/14/2015

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
363899 09C Over 3rd Wdw, S of NW Cmr, S Analyst: Ian McCusker	Shingle Paper Backing	Black Fibrous Homogenous	70% Cellulose	30% Other	None Detected

Lab Supervisor/Other Signatory

Analyst: Ian McCusker

Analyst: Natalie Barnas

400 Point Count Results by EPA 600/R-93/116 PLM (denoted by "PC")
Item 198.1: PLM Methods for Identifying and Quantitating Asbestos in Bulk Samples
Item 198.6: PLM Methods for Identifying and Quantitating Asbestos in Non-Friable Organically Bound Bulk Samples
EPA 600/R-93/116: Method for Determination of Asbestos in Bulk Building Materials
EPA 600/M4-82-020: Interim Method for Determination of Asbestos in Bulk Insulation Samples

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Asbestos Material Sampling Summary Sheet

Job #:	174365	Building:	239 West Road, Trenton, MI 48183	Date:	Friday, September 11, 2015		
Material no.	Description	M, S, T Pic F, NF	Sample Letter	Sample Location Include: Floor, Room #, Room name, and exact sample location	Quantity	Material Located throughout bldg. (Please list all rooms)	Overall condition of material (Good, fair, bad)
1	Material: Caulk window exterior Size: White gray various Color: thicknesses Description:	M	01A	Third west window from north on west side	363873	All windows but north windows	Bad
			01B	First south inset window from west	363874		
			01C	First west inset window from center north	363875		
2	Material: Glazing window exterior Size: white small 1/16 thick Color: Description:	M	02A	Bottom of first window on east side from north	363876	All windows but north windows	Bad
			02B	Bottom north of second east window from north	363877		
			02C	Bottom south of second east window from north	363878		
3	Material: Glazing window interior Size: White 1/2" wide Color: Description: angled	M	03A	First south window from west, west side	363879	All windows but north windows	Bad
			03B	First window south of west garage door	363880		
			03C	Second window south of west garage door	363881		
4	Material: Caulk aluminum window interior Size: White 1/4" Color: Description:	M	04A	East bottom of first window west of north garage door	363882	North windows	Fair
			04B	East bottom of second window west of north garage door	363883		
			04C	West bottom of second window west of north garage door	363884		
5	Material: Drywall Size: Cream 3/8" Color: Description: no tape no skim	M	05A	South wall opening west	363885	Bathroom behind laminated covering	Bad
			05B	South wall opening center	363886		
			05C	South wall opening east	363887		

Shaded areas must be completed for Demolition and OSHA surveys only
Revised 3/22/11

Asbestos Material Sampling Summary Sheet

Job #:	174365	Building:	239 West Road, Trenton, MI 48183		Date:	Friday, September 11, 2015	
Material no.	Description	M,S,T F,NF	Sample Letter	Sample Location Include: Floor, Room #, Room name, and exact sample location	Quantity	Material Located throughout building (Please List all Rooms)	Overall condition of material (good, fair, bad)
6	Material: Glue on drywall	M	06A	South wall opening west	363888	Bathroom	Bad
	Size: Brown		06B	South wall opening center	363889	behind laminated covering	Bad
	Description:	NF	06C	South wall opening east	363890		
7	Material: Roof layers	M	07A	Center east of south roof, west	363891		
	Size: Black		07B	Center east of south roof, center	363892	Roof	Bad
	Description: Tar	NF	07C	Center east of south roof, east	363893		
8	Material: Shingle	M	08A	Over third window south of NW corner, north	363894	Surrounding north section from 12 to 18 feet from ground	Bad
	Size: Black, green		08B	Over third window south of NW corner, center	363895		
	Description:	NF	08C	Over third window south of NW corner, south	363896		
9	Material: Shingle paper backing	M	09A	Over third window south of NW corner, north	363897	Surrounding north section from 12 to 18 feet from ground	Bad
	Size: Black, thin		09B	Over third window south of NW corner, center	363898		
	Description: fragile	NF	09C	Over third window south of NW corner, south	363899		
	Material:						
	Size:						
	Color:						
	Description:						

Shaded areas must be completed for Demolition and OSHA surveys only
Revised 3/22/11

APPENDIX B

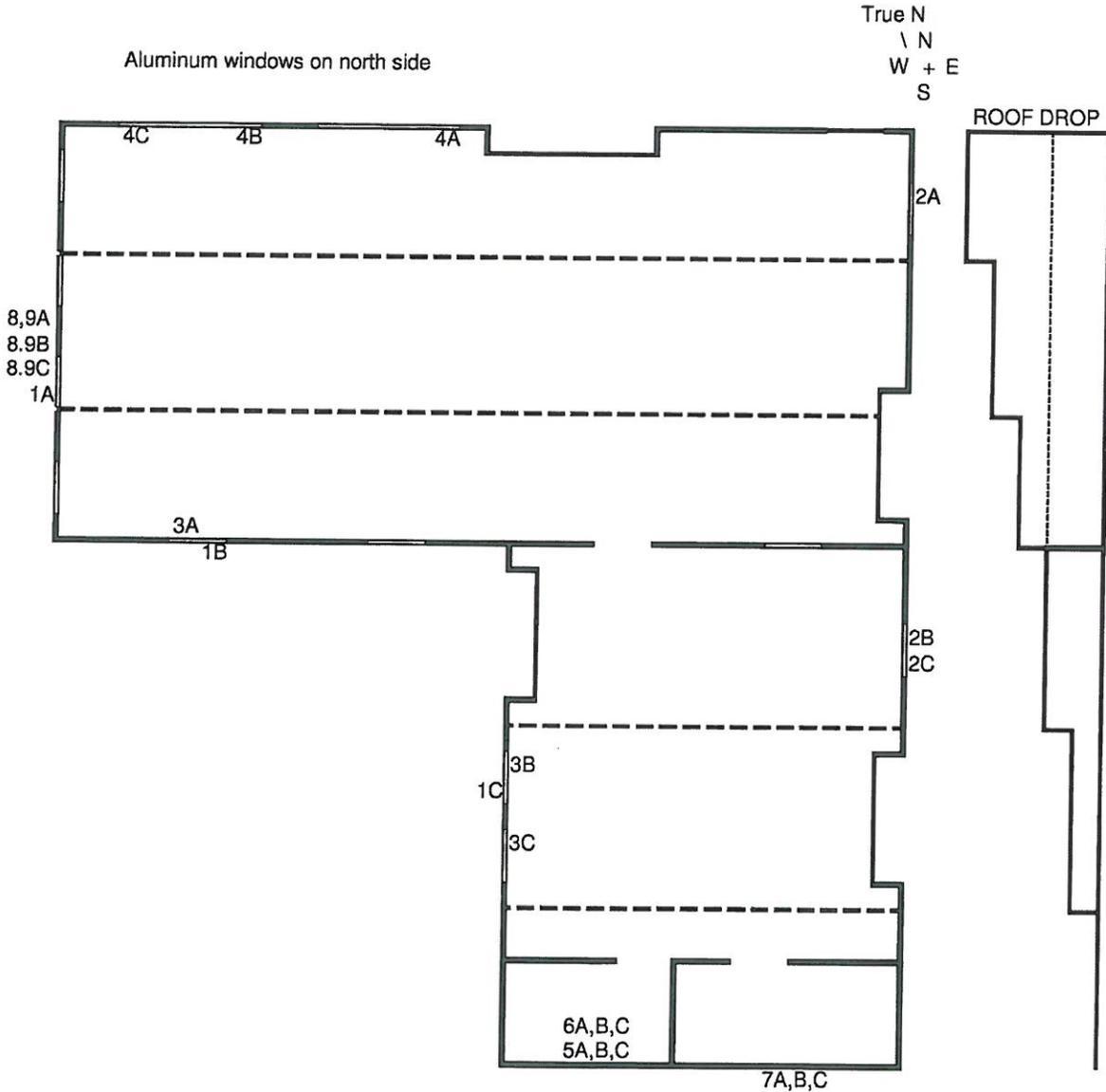
SITE MAP

Asbestos Demolition Survey Project



Contractor:
Client: City of Trenton
Facility: 239 West Road, Trenton, MI 48183
ETC Project #: 174365
Date: 9/11/2015
Hygienist: Jonn Jacobsson
Area of Abatement:

NOT TO SCALE



APPENDIX C

STATE OF MICHIGAN NOTIFICATION OF INTENT TO REMOVE/DEMOLISH

NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
(MDEQ) AIR QUALITY DIVISION
NESHAP, 40 CFR Part 61, Subpart M



MICHIGAN DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS (LARA), ASBESTOS PROGRAM,
P.A. 135 OF 1986, AS AMENDED, Section 220 (1-4) or (8)

DEQ/LARA USE ONLY

Postmark Date ___/___/___ Rec'd Date ___/___/___
 Emergency Date ___/___/___ Valid No. _____
 OK Send Def Ltr. Date of Def Ltr. ___/___/___
 FOLLOW UP ___/___/___ Spoke w/ _____
 Comments: _____

 Notification No. _____ Trans No. _____

Calculate LARA Asbestos Project Fee: (1% Project Fee)
 Total Project Cost: _____ x 0.01 = _____
 Type of Contractor: _____ License No.: _____
 Licensing Authority: _____

1. NOTIFICATION:

Date of Notification: _____
 Date of Revision(s): _____
 Notification Type: Original Revised Canceled Annual
Mark appropriate boxes: (both DEQ and LARA may apply):
DEQ (NESHAP) [260 ln. ft./160 sq. ft. or more is threshold]
 Planned Renovation – 10 **working** days notice
 Emergency Renovation
 Scheduled Demolition – 10 **working** days notice
 Intentional Burn – 10 **working** days notice
 Ordered Demolition
LARA (MIOSHA) [Will not accept annual notifications]
 Demo, Reno, Encap. (>10 ln. ft./15 sq. ft.) 10 **calendar** days notice
 Emergency Renovation/Encapsulation

2. PROJECT SCHEDULE:

	START DATE	END DATE
* Renovation	_____	_____
+Asb. Removal	_____	_____
+Demolition:	_____	_____
Encapsulation:	_____	_____

Work Schedule: Please indicate the anticipated days of the week and work hours for the purpose of scheduling a compliance inspection.

	Days of the Week	Work Hours
Asb. Removal:	_____	_____
Demolition:	_____	_____
Encapsulation:	_____	_____

* Includes setup, build enclosure, asbestos removal, demobilizing, etc.
 +Include only those dates you are conducting asbestos removal/demo.
 Check here if this is a multi-phased project, attach a schedule showing the start/end date of each phase.

3. ABATEMENT CONTRACTOR: Internal Project #: _____
 Name: _____
 Mailing Address: _____
 City/State/Zip: _____
 E-mail: _____
 Contact: _____ Phone: _____

4. DEMOLITION CONTRACTOR: Internal Project #: _____
 Name: _____
 Mailing Address: _____
 City/State/Zip: _____
 E-mail: _____
 Contact: _____ Phone: _____

5. FACILITY OWNER: ("Facility" includes Bridges)
 Name: _____
 Mailing Address: _____
 City/State/Zip: _____
 E-mail: _____
 Contact: _____ Phone: _____

6. FACILITY DESCRIPTION:
 Facility Name: _____
 Location Address/Description: _____
 _____ If Apt. # of units: _____
 City/Twp. _____ State: _____ Zip Code: _____
 County: _____ Nearest Crossroad: _____
 Size: (sq. ft.) _____ No. of Floors: _____ Floor No.: _____
 Age: _____ Present Use: _____ Prior Use: _____
 Specific Location(s) in Facility: _____

7. DISPOSAL SITE:
 Name: _____
 Location Address: _____
 City/State/Zip: _____

8. WASTE TRANSPORTER 1:	WASTE TRANSPORTER 2:
Name: _____	_____
Address: _____	_____
City/State/Zip: _____	_____
Phone: _____	_____

9. ORDERED DEMOLITIONS: (See NESHAP regulations for definition of "Ordered Demolition.") A copy of the official Order must accompany this notification.
 Gov't Agency Ordering Demo: _____
 Name/Title of Person Signing Order: _____

 Date of Order: _____ Date Ordered to Begin: _____

10. IS ASBESTOS PRESENT? Yes No To be removed prior to demolition

Estimate the amount of asbestos: Include RACM (Regulated Asbestos Containing Material) to be removed, encapsulated, etc. Also include the amount and type (floor tile, roofing, etc.) of non-friable Category I and/or Category II ACM that **will not** be removed prior to demolition. (NOTE: In a demolition, cementitious ACM **cannot** remain in a structure, as it is likely to become regulated in the demolition/handling process. It **must** be removed prior to demolition.)

RACM to be Removed	RACM to be Encapsulated	Non-friable ACM not removed prior to demo.		Units of Measure	
		Category I	Category II		
_____	_____	_____	_____	<input type="checkbox"/> Ln. Ft.	<input type="checkbox"/> Ln. M.
_____	_____	_____	_____	<input type="checkbox"/> Sq. Ft.	<input type="checkbox"/> Sq. M.
_____	_____	_____	_____	<input type="checkbox"/> Cu. Ft.*	<input type="checkbox"/> Cu.M.*

*Volume (cubic ft./meters) should be used only if unable to measure by linear/square measure (example: asbestos has fallen off of surface).

NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH (continued)

11. PROJECT DESCRIPTION: Complete A) for Renovation (asbestos removal/encapsulation) and/or B) for Demolition:

- A) RENOVATION:** Mark all surfaces/types of RACM to be removed:
- Piping Fittings Boiler(s) Tanks(s)
 Beam(s) Duct(s) Tunnel(s) Ceiling Tile(s)
 Mag Block Other (describe) _____

- Encapsulation (for LARA):** Mark surfaces/types to be encapsulated:
- Piping Fittings Boiler(s) Tank(s)
 Beam(s) Duct(s) Tunnel(s) Ceiling Tile(s)
 Other (describe) _____

Method of removal: Describe how the asbestos will be removed from the surface (example: glove bag, scrape with hand tools, cut in sections and carefully lower, etc.): _____

B) DEMOLITION: Describe the method of demolition of facility, bridge, etc., and indicate if complete or partial. If partial, describe which part of facility bridge, etc., will be demolished: _____

12. ENGINEERING CONTROLS: Describe work practices and engineering controls used to prevent visible emissions before, during, and after removal, and until proper disposal: _____

13. UNEXPECTED ASBESTOS: Describe the steps you intend to follow in the event that unexpected RACM is found or previously non-friable asbestos becomes friable (crumbled, pulverized, reduced to powder, etc.) and therefore regulated: _____

14. PROCEDURE(S) USED TO DETECT THE PRESENCE OF ASBESTOS: A) Indicate how you determined whether or not asbestos is in the facility. If analytical sampling was used, describe method of analysis. (The determination of the presence or absence of asbestos must be made prior to submitting a renovation/demolition notification.): _____

B) Name, address, and phone number of company performing asbestos survey: _____

C) Name, accreditation number of inspector, and date of inspection: _____

15. EMERGENCY RENOVATIONS: Date/time of emergency: _____ Describe the sudden, unexpected event: _____

Explain how the event caused unsafe conditions, and/or would cause equipment damage and/or an unreasonable financial burden: _____

16. I certify that an individual trained in the provisions of 40 CFR Part 61, Subpart M, will be on-site during the renovation and during demolition involving RACM above the threshold and/or during an ordered demolition. Evidence that this person has completed the required training will be available for inspection at the renovation or demolition site.

Signature of Owner or Abatement Contractor Date

Signature of Owner or Demolition Contractor Date

17. Signature Requirements for Projects with Negative Pressure Enclosures: (required by LARA)

Per Section 221(1)(2) of P.A. 135 of 1986, as amended, clearance air monitoring is required for any asbestos abatement project involving 10 linear feet/15 square feet or more of friable material which is performed within a negative pressure enclosure. I (the building owner or lessee) have been advised by the contractor of my responsibility under Act 135 to have clearance air monitoring performed on this project.

Signature of Building Owner or Lessee Date

Signature of Asbestos Abatement Contractor Representative Date

NOTE: It is not mandatory that a signed copy be sent to LARA unless requested. For affected projects, this section of the notification form must be completed, signed, and made part of your records before the project begins.

18. I certify that the above information is correct:

Printed Name of Owner/Operator Date

Signature of Owner/Operator Date

MAILING ADDRESSES/PHONE NUMBERS: (See Item 1 to determine which agency requirements/regulations are applicable to your project)

For Public Act 135 of 1986, as amended, Section 220 (1-4) or (8), mail to address below. For more info visit: <http://www.michigan.gov/asbestos>

MIOSHA Asbestos Program
LARA, CSHD
P.O. Box 30671
Lansing, MI 48909-8171

517.636.4551 (office), 517.322.1713 (fax)

For NESHAP Demolitions/Renovations, 40 CFR, Part 61, Subpart M, mail notifications to the appropriate address below (by county of subject facility): For more info visit <http://www.michigan.gov/deq> click on Air, then Asbestos NESHAP Program.

All Counties (except Wayne County)

NESHAP Asbestos Program
DEQ, AQD
P.O. Box 30260
Lansing, MI 48909-7760

517.241.7463 (Office)
517.373.7064 (Revision Line)

Wayne County Only

NESHAP Asbestos Program
Detroit Field Office, DEQ, AQD
Cadillac Place, Suite 2-300
3058 West Grand Boulevard
Detroit, MI 48202

313.456.4686 (Office)
313.456.2558 (Revision Line)

West Road

Third St.

490 SY
PAVEMENT
REMOVAL

239

EXISTING PAVILION
TO BE DEMOLISHED

PARKING LOT

PARKING LOT



JOB NO. 2015-09



CITY OF TRENTON, MICHIGAN

ENGINEERING AND BUILDING DEPT.

PHONE: (734) 675-8251

2800 THIRD STREET, TRENTON, MI 48183

FAX: (734) 675-8504

CITY ENGINEER: WILLIAM R. HOGAN, P.E.

TRENTON PAVILION DEMOLITION CONCRETE REMOVAL PLAN

DRAWN BY WM	SCALE N.T.S.	DATE 11-19-15
APPROVED BY WRH	SHEET 1 of 1	DWG FILE SiteDemo2

General Decision Number: MI150101 11/27/2015 MI101

Superseded General Decision Number: MI20140101

State: Michigan

Construction Type: Building

County: Wayne County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/02/2015
1	02/06/2015
2	02/20/2015
3	03/06/2015
4	06/05/2015
5	06/26/2015
6	07/10/2015
7	07/24/2015
8	08/07/2015
9	08/14/2015
10	08/21/2015
11	09/04/2015
12	10/02/2015
13	10/30/2015
14	11/20/2015
15	11/27/2015

ASBE0025-002 06/01/2015

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 31.51 30.24

BOILO169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

BRMI0001-001 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.67	18.40
TILE FINISHER.....	\$ 26.15	16.22
TILE SETTER.....	\$ 32.25	16.22

CARPO687-003 06/01/2015

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 30.41	26.90

CARP1045-001 06/01/2015

Rates Fringes

CARPENTER (Floor Layer -
Carpet, Resilient, & Vinyl
Flooring).....\$ 27.50 22.84

CARP1102-002 06/01/2013

Rates Fringes

MILLWRIGHT.....\$ 31.11 28.64

ELEC0058-001 06/30/2015

Rates Fringes

ELECTRICIAN (Low Voltage
Wiring and Installation of
Alarms)
Installer.....\$ 24.25 12.38
Technician.....\$ 31.83 10.91
ELECTRICIAN.....\$ 35.88 21.12

ELEV0036-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.73	28.685

* ENGI0324-017 06/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.39	22.40
GROUP 2.....	\$ 37.89	22.40
GROUP 3.....	\$ 36.39	22.40
GROUP 4.....	\$ 36.09	22.40
GROUP 5.....	\$ 35.27	22.40
GROUP 6.....	\$ 34.41	22.40
GROUP 7.....	\$ 33.44	22.40
GROUP 8.....	\$ 31.73	22.40
GROUP 9.....	\$ 23.39	22.40

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined
by the combined length of the mast and the boom. If the

worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2015

Rates Fringes

IRONWORKER

REINFORCING.....\$ 28.30 24.60

STRUCTURAL.....\$ 33.78 27.84

IRON0025-022 04/01/2014

Rates Fringes

IRONWORKER STRUCTURAL (Metal

Building Erection Only).....\$ 23.39 21.13

LABO0259-002 08/01/2015

Rates Fringes

LABORER: Asbestos Abatement

(Removal from Floors, Walls &

Ceilings).....\$ 27.18 13.22

LABO0334-005 06/01/2015

Rates Fringes

LABORER: Landscape &

Irrigation

GROUP 1.....\$ 19.76 9.15

GROUP 2.....\$ 15.54 9.15

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1191-002 06/01/2015

Rates Fringes

LABORER

Common or General; Grade

Checker; Mason Tender -

Brick/Cement/Concrete;

Pipelayer; Sandblaster.....\$ 23.89 20.05

PAIN0022-003 06/01/2015

Rates Fringes

PAINTER: Brush and Roller.....\$ 26.06 17.66

PAINTER: Drywall

Finishing/Taping.....\$ 27.05 18.26

PAINTER: Spray.....\$ 26.86 17.66

PAIN0357-002 06/01/2015

Rates Fringes

GLAZIER.....\$ 30.05 18.10

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of

July, Labor Day, Thanksgiving Day and Christmas Day;
provided that the employee has worked the last full regular
scheduled work day prior to the holiday, and the first full
regular scheduled work day following the holiday, provided
the employee is physically able to work.

PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

PLUM0098-001 06/01/2014

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 32.84	24.44

PLUM0636-003 06/03/2014

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe and Unit Installation.....	\$ 39.86	25.15

ROOF0149-001 06/01/2014

	Rates	Fringes
ROOFER.....	\$ 29.10	20.83

SFMIO704-001 08/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 42.76	22.66

SHEE0080-004 07/01/2015

Rates	Fringes
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SHEET METAL WORKER (Including
 HVAC Duct Installation;
 Excluding HVAC System
 Installation).....\$ 37.24 26.56

 TEAM0247-001 06/01/2015

Rates Fringes

TRUCK DRIVER

GROUP 1

Flatbed; Pickup; Dump &
 Tandem.....\$ 25.69 0.60+a

GROUP 2

Semi.....\$ 25.84 0.60+a

GROUP 3

Lowboy.....\$ 25.94 0.60+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
 Day, Labor Day, Thanksgiving Day and Christmas Day. If any
 of the above holidays fall on a Sunday, the following
 Monday shall be considered the holiday and, if work is
 performed, the rate shall be double time.

FOOTNOTE:

a. \$404.45 per week, plus \$59.60 per day.

SUMI2011-026 02/01/2011

	Rates	Fringes
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul		
Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION