



CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022



City of Saginaw, Michigan  
Blight Elimination Program 2022  
**Inspection of Environmentally Hazardous  
Materials for Residential and Commercial  
Demolitions in the City of Saginaw &  
Saginaw County  
Bid Proposal # P1871-22**

**PROPOSAL REQUEST**

Inspection of Environmentally Hazardous Materials for Residential and Commercial Demolitions in the City of Saginaw & Saginaw County.

**DUE DATE: MAY 17, 2022 AT 3:00 PM LOCAL TIME**

**PROJECT PARTNERS**

City of Saginaw (COS)  
Saginaw County Land Bank Authority (SCLBA)  
Michigan State Housing Development Authority (MSHDA)  
Michigan Homeowner Assistance Nonprofit Housing Corporation (MHA)  
Department of Housing and Urban Development (HUD)

**PROPOSED SCHEDULE**

Bids Due:	May 17, 2022 at 3:00 PM Local Time
Approximate Award Date:	Within 90 days of Bid Due Date
Anticipated Start Date:	July 1, 2022
Contract:	2 Years, with a 3 <sup>rd</sup> Year Option



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### TABLE OF CONTENTS

PROPOSAL REQUEST .....	4
A. Overview .....	4
B. Time of Completion .....	5
C. Term of Contract .....	6
D. Background .....	6
E. Federal Regulations and Additional Requirements .....	6
OWNER REQUIREMENTS .....	8
A. Scope of Work .....	8
B. Bidders Pricing List Requirements .....	11
C. Evaluation Criteria and Scoring .....	12
SUBMITTAL REQUIRMENTS .....	13
A. Minimum Qualifications of Bidders .....	13
B. Sealed Bid Instructions .....	23
C. Letter of Interest .....	25
D. Information Required of Bidders .....	26
SELECTION PROCESS .....	27
IMPORTANT DATES .....	27
QUESTIONS .....	27
RFP SUBMITTAL REQUIREMENTS CHECKLIST .....	29
ADDITIONAL INFORMATION .....	30



## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

### **ATTACHMENTS**

- A – CITY OF SAGINAW, SAGINAW COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES(3)
- C – CERTIFICATION FORM NOTE
- D – CAPACITY & UNIT RATE PRICING BID TAB
- E – SECTION 3 CLAUSE
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE

### **APPENDICES**

- 1 – MDEQ – NESHAP PROGRAM
- 2 – FEDERAL AND COUNTY REGULATIONS
- 3 – DEMOLITION COST-OUT STEPS AND CALCULATIONS

**NOTE! THERE ARE EIGHT SIGNATURE PAGES CONTAINED WITHIN THIS RFP. ALL EIGHT MUST BE SIGNED IN ORDER FOR THIS RFP TO BE ACCEPTABLE. IF ANY OF THE EIGHT SIGNATURES ARE NOT COMPLETED THIS RFP WILL BE DISQUALIFIED.**



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **PROPOSAL REQUEST**

Inspection of Environmentally Hazardous Materials for Residential and Commercial Demolitions in the City of Saginaw & Saginaw County.

#### **INTRODUCTION**

##### **A. Overview**

Demolition of residential and commercial structures is being undertaken as an approved eligible activity under the City of Saginaw (COS) Demolition Program. COS invites the submission of proposals from contractors experienced and licensed to conduct pre-demolition inspections of environmentally hazardous materials for residential and commercial structures in the City of Saginaw and Saginaw County. Funding sources for services to be provided included, but are not limited to:

- COS Direct Funding
- Community Development Block Grant
- Neighborhood Stabilization Program
- Hardest Hit Fund
- Saginaw County Treasurer Funding
- Possible Future Funding from Various Sources

Qualified hazardous material inspection contractors may submit bids for the Scope of Work defined in this RFP. This proposal will be scored on the evaluation criteria set forth in this RFP. The COS anticipates entering a contract for the Scope of Work set forth herein. COS invites the submission of proposals from environmental consultants with expertise, experience, and licensing to conduct inspections of Asbestos & Environmentally Hazardous Materials from residential and commercial structures.

Addendums to this RFP can be found at [www.saginaw-mi.com](http://www.saginaw-mi.com) under the tab *Current Bids*. Please check any updates to this proposal.

Companies with demonstrated experience in the scopes of work defined in this RFP and with an interest in making their services available to COS are invited to respond to this RFP. "Respondents" means the companies or individuals that submit proposals in response to this RFP. The Respondent shall be financially solvent, and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

COS is seeking to encourage participation by respondents who are MBE/WBE/DVBE or Section 3 business enterprises.

Nothing in this RFP shall be construed to create any legal obligation on the part of COS or any respondents. COS reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall COS be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from COS for any costs, expenses, or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the COS. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

Each respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time and your firm's name. Late proposals will not be accepted. The proposal request due date for this Bid is:

**DUE DATE: MAY 17, 2022 AT 3:00 PM LOCAL TIME**

All inquiries relating to this RFP should be directed in writing to Mr. James L. Martin, Chief Inspector, City of Saginaw Inspections Department, 1315 South Washington Avenue, Saginaw, Michigan 48601, or [jmartin@saginaw-mi.com](mailto:jmartin@saginaw-mi.com).

No proposal may be withdrawn for a period of thirty (30) days after submission. Proposals offering less than thirty (30) days for acceptance by the City of Saginaw from the date set for opening will be considered non-responsive and will be rejected.

The COS reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the COS's interest. It is the COS's intent to award the project to the lowest responsive and responsible contractor for the proposal. The COS may choose to enter into multiple contracts for the same scope of services to ensure that there is enough capacity to complete the work in a timely manner, as required by the funding sources identified.

### **B. Time of Completion**

Any agreement awarded pursuant to this RFP solicitation shall be in accordance with the scope of work and compensation as outlined below, and, within a mutually agreed upon expedited timeframe.



## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

### **C. Term of Contract**

It is anticipated that the Respondent(s) will start work on or around July 01, 2022 depending on the readiness of the projects. Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Sunday, June 30, 2024, with a third year option until Monday, June 30, 2025, or until the funds are exhausted, whichever comes first. Work will be released in batches with a Notice to Proceed. All work must be completed by and final paperwork and payment requests must be submitted to Mr. James L. Martin, Chief Inspector, City of Saginaw Inspections Department by the dates specified in Notice to Proceed. Respondents must note that work may also include Emergency Demolitions, as declared by the City of Saginaw Inspections Department. Additionally, the City of Saginaw may require a continuation of the third year option, if applicable, based on identified extenuating circumstances by the City of Saginaw.

### **D. Background**

The COS receives Community Development Block Grant Fund (CDBG) via HUD for demolition projects. The COS also uses its own General Fund Dollars to abate dangerous structures. Contractors are expected to be able to handle the COS needs and be very responsive to staff requests.

### **E. Federal Regulations and Additional Requirements**

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, MDEQ, and DCH), and any other local regulations and standards that may apply.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

Proposals shall be responsible for compliance with the following additional requirements:

1. Certification Form Note
2. Michigan Accredited Asbestos Building Inspector Certification for Company
3. Michigan Accredited Asbestos Certification for Asbestos Supervisor
4. Michigan Accredited Asbestos Certification for workers
5. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
6. OSHA 8-hour refresher HAZWHOPER Re-certification
7. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
8. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) [http://www.michigan.gov/documents/CIS\\_WSH\\_part602\\_37719\\_7.pdf](http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf)
9. OSHA 29 CFR 1926- Construction Industry Standards
10. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
11. 29 CFR 1910.1200 – Hazard Communication
12. 40 CFR Part 261- EPA Regulations
13. HUD Title X parts 1012-1013
14. Federal Labor Standards and Provisions
15. Equal Opportunity Clause
16. Section 3 Clause (See Attachment E)
17. HUD Contract and Subcontract Activity
18. Copeland Anti-kickback Act
19. Bidders Insurance Checklist (Attachment A)
20. City of Saginaw Labor Standards
21. And other Regulations Referenced throughout this document and attachments



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **OWNER REQUIREMENTS**

#### **A. Scope of Work**

COS seeks sealed proposals from qualified respondents to provide the scope of services described below for residential buildings and commercial buildings located in the City of Saginaw and Saginaw County. Applicants can respond to the proposal/ scope of services described below:

Inspection of environmentally hazardous materials from Residential and Commercial Structures

During the contract period through June 30, 2024, with a third year option until June 30, 2025, COS The purpose of the survey is to locate and identify asbestos and potential hazardous materials present within the building, or within close proximity to the building, that may require removal and disposal, or other consideration, before a structure is demolished. Structures need to be surveyed for the following materials/cut sheet items:

- Asbestos containing building materials (ACM)
- Inventory debris within the interior of the subject building and the exterior
- Measurement of items to be removed, such as but not limited to; curb cuts, approaches, driveway(s), concrete pads, all foundations, private walks, subject building(s) (sheds, garages, etc.), etc.
- Identify and measure cisterns, septic tanks, and septic fields for removal
- Inventory trees to be removed; either dead trees and/or trees in way of structure demolition, shrubs, etc.
- Inventory Landfill Prohibited Materials
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB)
- Potentially hazardous or regulated materials/waste located in containers or drums
- Potential mercury containing equipment

During preparation of the survey, an inspection should be performed to assess and evaluate the presence of hazardous material at the property. As part of the inspection, the following methodology should be used for ACM:

1. A survey should be performed to determine the extent and location of ACM in the survey area. The survey should be qualitative and quantitative in that an attempt should be made to locate accessible friable, non-friable and non-ACM areas, as well as an estimate of the amount of ACM. All accessible areas of the survey area should be inspected. **Sampling of Category I & II non-friable ACM including flooring and roofing materials is required. Material cannot be assumed, must be sampled (this is a recent change in program requirements). Every effort should be made to conduct a thorough survey, including removal of debris blocking access to certain areas, and possibly dewatering flooded basements/structures as necessary and where applicable.**





## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

Bulk samples of all suspect ACM shall be collected by a Michigan Accredited Asbestos Inspector. Samples shall be collected in a safe manner. As required, limited destructive sampling (i.e. interior wall or ceiling demolition) should be conducted as a part of this assessment in order to gain access to suspected ACM.

2. Per EPA recommended sampling guidelines, bulk samples shall be collected in each homogenous area encountered. Homogenous area is defined as an area of material that is uniform in color, texture, and appearance.
3. Samples of suspect ACM shall be analyzed by an accredited National Voluntary Laboratory Accreditation Program via polarized light microscopy and dispersion staining following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology Bulk Asbestos Handbook.
4. In an effort to minimize costs, contractor/consultant shall utilize first positive stop analysis methodologies.
5. Upon completion of the field inspection, and receipt of laboratory data contractor/consultant shall prepare a report that will include: (a) a general description of the ACM identified, (b) a determination of the quantity of materials observed, and diagrams indicating the location of the materials and sampling, (c) a description of the physical assessment of friable, non-friable and thermal insulating materials, (d) a discussion regarding the quality assurance and quality control as well as methodology, (e) laboratory testing results, and (f) photos of hazardous materials and conditions limiting the scope of survey, along with written descriptions of any limitations, and (g) photos of the front, left side, back, and right side of the structure. Reports shall be available in PDF format with color photographs.

During preparation of the survey, an inspection should be performed to assess and evaluate the presence of hazardous material at the property. As part of the inspection, the following methodology should be used for the identification of landfill prohibited items:

1. Inspect the accessible areas of the building(s) for landfill prohibited items.
2. Inspect the interior and exterior areas of the subject building(s) to identify the location of landfill prohibited items.
3. Note appropriate information identified during this inspection and provide recommendations for the disposal of landfill prohibited items.



## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

The survey for polychlorinated biphenyls (PCBs), potential mercury containing equipment, and containers that may contain hazardous or regulated/wastes shall be completed according to the following procedures:

1. Inspect the accessible areas of the building for potential hazardous materials such a PCB containing light ballasts, transformers, and mercury light bulbs and switches.
2. Inspect the interior and exterior areas of the building to identify the location of containers, drums, batteries, oil water separator basins, or other features that may contain potentially hazardous regulated materials/waste. Label identified containers for removal.
3. Note appropriate information identified during this inspection and provide recommendations for the disposal of equipment or containers identified as containing PCBs, mercury, or potentially hazardous or regulated/waste.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

The survey of the subject building(s) and subject property features shall be completed according to the following procedures and the Contractor must provide a site sketch and completed cut sheet for any and all properties awarded, as required by the COS:

1. Measure of the subject building(s) dimensions to obtain data for COS cut sheets.
2. Measure and/or quantify the subject properties features identified on the COS cut sheets and as directed by the COS, including, but not limited to; curb cuts to be replace, approaches, driveways, fences, cisterns, wells, septic tanks, septic fields, debris/waste (interior and exterior), applicable trees (dead, or in way of demolition of structure), landscaping features (raised garden beds, decorative stone, decorative concrete), etc.
3. Complete a site sketch of the awarded subject properties; residential and/or commercial properties.

The COS will provide limited training to measure and quantify applicable items listed on the COS cut sheets as outlined in Appendix 3, the Demolition Cost-Out Steps and Calculations. Additionally, the COS requires all applicable surveys completed by the Contractor to be accompanied with a completed site sketch and a cut sheet. Examples of a Site Sketch and Cut Sheet are provided as Appendix 4.

**Please note COS expects the contractor to be available and responsive to any and all questions/concerns arising from the thoroughness/quality of completed surveys. The COS will not pay for re-inspections resulting from contractor error and fully expects that contractor will correct any oversights that are identified after completion of the original survey.**

### **B. Bidders Pricing List Requirements**

Bidders are required to provide: a flat rate fee for inspections based on the type of structure (see structure types below). Bidders shall identify the number of samples included with the flat rate fee in their proposal.

1. Vacant Lot/ Occupied Structures (No inspection completed)
2. Burnout/unsafe Structures (Limited inspection completed)
3. Single Family Residential Structures up to 1,500 square feet
4. Single Family Residential Structures 1,501 square feet and over
5. Residential duplexes
6. Commercial Structures up to 1,500 square feet
7. Commercial Structures between 1,501 square feet and 5,000 square feet
8. Commercial Structures 5,001 square feet and over



## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

Additional Sampling - Bidders shall include a cost for additional samples, per sample.

Rush Pricing - Bidders shall include a price for rush sampling and the timeframe(s) for properties that are considered rush samples and how that differs from the standard sampling process and timeframe.

Additional Items - Bidders shall include a cost for removal of debris/dewatering of structures as necessary in order to conduct a thorough and complete survey.

### **C. Evaluation Criteria and Scoring**

The COS will evaluate the qualifications received and identify the submittals that are the most responsive, responsible and offer the best service to the COS. The COS will consider consultant qualifications, financial viability, project references, and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria:

#### **PROPOSAL/EVALUATION CRITERIA:**

<b>Evaluation Factors</b>	<b>Maximum Points</b>
<b>Ability to Meet Production Goals within Timelines</b> The bidder's demonstration of understanding of scope of work, readiness to proceed and availability to complete work assigned within timeframes required.	<b>40</b>
<b>HUD Section 3</b> Contractor provides letter from the City of Saginaw or Saginaw County certifying them as a Section 3 Business Concern	<b>5</b>
<b>Local Contractor</b> Points awarded to contractors that are located in Saginaw County	<b>5</b>
<b>Price</b> The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	<b>50</b>

\*\* Up to twenty (20) points may be deducted when evaluating Contractor capacity. The COS staff will consider past experience with Contractor's response to issues and complaints, including the timeframe in which the Contractor responded to identified issues and where Contractor performed substandard work (work performed by Contractor or Contractor's subcontractors that did not meet bid specifications) on any previous COS or other local projects.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **SUBMITTAL REQUIREMENTS**

RFP responses must be submitted both via hard copy and electronic copy. Each respondent shall submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy of the following documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Responses not submitted via hard copy will not be considered. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

Bidders may, without prejudice to himself, withdraw Bid/Tender after it has been submitted, provided the request for such withdrawal is received in writing before time set for opening. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for period indicated.

The Bidder will be held responsible to have a clear understanding of the scope of work.

If there are any changes with the documents or renewals, it is the contractor's responsibility to submit the correct documents to the COS in a timely manner.

The COS reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

#### **A. Minimum Qualifications of Bidders**

These documents must be submitted and acceptable before COS will review the Experience and Capacity proposal:

**INDEMNITY:** The Contractor shall indemnify and save harmless the City of Saginaw, its officers and employees of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing of making of the work specified herein, and by reason of failure to pay all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said contract, and to promptly pay all just debts, dues and demands incurred in the completion of this contract, or of whatsoever other kind or nature, which shall be caused by delay or completion of this contract, or of whatsoever other kind or nature, which shall be caused by delay or failure in the performance and completion of this contract, and further to indemnify and save harmless of and from all suits and actions the City of Saginaw, its officers and employees, on account of any injuries or damages sustained by any person or persons by reason of any act, or omission or negligence, or by the use of improper or defective material on the part of said Contractor in the performance of any part of this contract, and further to indemnify and protect any



#### CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

and all demands, fees or royalties for any patented invention, materials, articles, methods, arrangements or process of manufacture or any infringements thereon, that may be used on or in any manner connected with the construction, erection or maintenance of the work, material, or any part thereof, embraced in this contract.

1. **INSURANCE**: During the life of the contract, the Contractor shall effect and maintain the following types of insurance:
  - General Liability, including contractual liability with combined single-limit coverage of at least \$500,000 to \$1,000,000 naming the City of Saginaw as additionally insured.
  - Workers Compensation Statutory Limits of Michigan
  - Workers Disability Insurance
  - Employers Liability
  - Automobile Liability
  - Pollution Liability (Whereas Applicable)
  - Professional Liability

Such insurance shall be carried by financially responsible companies, licensed in the State of Michigan, and satisfactory to the City of Saginaw. The Contractor shall submit to the City of Saginaw for review and approval certificates of insurance for the above required coverage's. The certificate of insurance shall provide at least 30-days written notice to the City of Saginaw of any changes in the policy and any cancellation or termination thereof. ***Refer to Additional Bidder Requirements, No. 2 Evidence of Insurance, for further information pertaining to insurance. See Attachment A for Bidder's Insurance Checklist COS must be listed as an additional insured.***



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **§14.36 PREFERENCE FOR LOCAL BIDDERS (COS Ordinance)**

*(A)(1) If the lowest bidder is not a Saginaw-based bidder, as defined above, any Saginaw-based bidder with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lower bidder. Such a bidder will remain bound to all other terms of their original bid.*

*(2) A lower bid by a Saginaw-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered.*

*(B) If such a Saginaw-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Saginaw-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder. Such a bidder will remain bound to all other terms of their original bid.*

*(C) If no responsive and responsible Saginaw-based businesses within 5% of the lowest bid agree to reduce their bids, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.*

*(D) In the event if a tie between two (2) or more Saginaw-based business, where all other factors are equal, the award of the bid shall be by coin toss conducted by the Purchasing Officer or his/her designee.*

*(E) No contract awarded pursuant to this RFP shall be sublet in any manner that permits 50% or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Saginaw-based business".*

*(F) The section shall not waive or constrain, in any manner, the right and prerogative of the City of Saginaw to reject any and all bids or proposals from any Saginaw-based business which fails to meet the requirements of any other division of this section, or to reject a bid which is in any way incomplete, irregular, not responsive or not responsible.*

*(G) Local preferences shall not be applied in cases of procurements funded, even in part, with federal dollars, unless such procurement is for architectural and engineering services. When contracting for architectural and engineering services, local preference may be a selection criterion provided its application leaves an appropriate number of qualified vendors, given the nature and size of the project, to complete the contract.*



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **CITY OF SAGINAW BIDDER REQUIREMENTS:**

1. EACH PROPOSAL SHALL BE GOOD FOR 120 DAYS FROM THE BID OPENING DATE OR STATE HOW LONG PRICING IS GOOD FOR.
2. EACH BIDDER SHALL INCLUDE ONE (1) ADDITIONAL COPY OF YOUR PROPOSAL **"MARKED COPY"**.
3. EACH BIDDERS ENVELOPE, FEDEX BOX/LETTER, UPS BOX/LETTER OR ANY OTHER METHOD OF SEALED DELIVERY **MUST HAVE THE BID NUMBER ON THE OUTSIDE** OF THE CONTAINER. **UNMARKED BIDS WILL BE DISQUALIFIED AND RETURNED UNOPENED!**
4. EACH CITY OF SAGINAW DEPARTMENT SHALL BE VIEWED AS A SEPARATE ACCOUNT (NOT A BLANKET ACCOUNT) WITH THE RESPECTIVE SUCCESSFUL BIDDER(S).
5. WHEN A BRAND IS IDENTIFIED, OR WHEN A SPECIFIC METHOD OR PROCESS IS REQUESTED, YOU MAY QUOTE AN EQUAL. YOU MUST IDENTIFY THE BRAND, MODEL, PART NUMBER, ETC., METHOD OR PROCESS AN ENCLOSE LITERATURE VERIFY EQUAL (WHEN APPLICABLE). CITY PERSONNEL RETAIN THE RIGHT TO DETERMINE EQUALS. IF THE ITEM(S) STATES "NO SUBSTITUTES," NO SUBSTITUTES WILL BE ACCEPTED.
6. ALL SHIPPING AND HANDLING CHARGES & ALL COST ASSOCIATED WITH THE DELIVERY, INSTALLATION AND/OR COMPLETION OF THE PRODUCT OR SERVICE REQUESTED MUST BE INCLUDED IN YOUR BID PRICE, INCLUDING BUT NOT LIMITED TO ANY TITLES, FEES, AND TRANSFER COST. ALL VEHICLES PURCHASED BY THE CITY SHALL BE TITLE TO "CITY OF SAGINAW". PLEASE CONSULT WITH THE PURCHASING OFFICE FOR TITLE LICENSE PLATE INSTRUCTIONS. **WHERE APPLICABLE AND UNLESS OTHERWISE NOTED, YOUR BID PRICING MUST REMAIN CONSTANT FOR THE LENGTH OF THE AGREEMENT AND/OR CONTRACT PERIOD.**
7. IN THE EVENT THE SUCCESSFUL BIDDER USES A THIRD PARTY COMPANY TO PROVIDE THE GOODS AND/OR SERVICES REQUESTED, THE SUCCESSFUL BIDDER MUST NOTIFY THE PURCHASING OFFICE BEFORE SAID GOODS ARE SHIPPED AND/OR SERVICES ARE PROVIDED. AT THAT TIME, THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT THE USE OF A THIRD PARTY. THE SUCCESSFUL BIDDER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE THIRD PARTY COMPANY.
8. THE CITY OF SAGINAW AT IT'S SOLE DISCRETION MAY CHOOSE TO EXTEND ANY AGREEMENT/CONTACT FOR GOODS AND/OR SERVICES FOR A PERIOD OF NO MORE THAN A ONE (1) YEAR EXTENSION PROVIDING THE BIDDER IS WILLING TO KEEP THEIR PRICING FOR SAID GOODS/AND/OR SERVICES THE SAME AS THE PREVIOUS AGREEMENT/CONTRACT.
9. THE ITEMS ON THIS BID MAY BE REQUESTED ON AN AS NEEDED BASIS AS APPLICABLE.
10. **REGARDING ADDENDUMS, THE FULL ADDENDUM DOCUMENT, AND ANY OTHER ITEMS NOTED AS SUCH MUST BE RETURNED AND INCLUDED WITH YOUR SEALED BID.**





**CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

11. ALL BIDS MUST BE RETURNED TO THE PURCHASING OFFICE AT 1315 SOUTH WASHINGTON, SAGINAW, MI 48601, BY THE PREVIOUSLY STATED DUE DATE. PLEASE NOTE: THE PURCHASING OFFICE NOW CLOSES AT 4:00 PM DAILY. AS SUCH, BIDS HAND-DELIVERED PRIOR TO THE ABOVE MENTIONED DEADLINE MUST BE RECEIVED BEFORE THE OFFICE CLOSES.
12. **IRAN ECONOMIC SANCTIONS ACT:** The act provides that Iran linked businesses are ineligible from submitting a bid on the City's requests for proposals. The Act further provides that the City shall require all bidders to certify that they are not Iran linked businesses.

**Definition:** Iran linked businesses are those linked to the Iranian energy sector. An Iran linked business is specifically defined as:

- (i) A person engaging in investment activities in the energy sector or Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
- (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector or Iran.

The provisions of the Act are only in effect if a country is a state sponsor of terror. A state sponsor of terror is defined as any country determined by the United States secretary of state to have repeatedly provide support for acts of international terrorism. Iran is currently on the US SOS state sponsor terrorism list (<http://www.state.gov/j/ct/list/c14151.htm>), along with Cuba, Sudan, and Syria.

By submitting a response to this request for proposal, the bidder agrees to the terms and conditions set forth herein. Any changes made to such terms and conditions by bidder in bidder's response may result, at the City's sole discretion, in the bidder's disqualification.

The successful bidder will conform to all specifications & requirements which are attached and incorporated as part of this bid. The city reserves the right to accept or reject any and all bids, or parts thereof, and to waive any irregularities in the bid except those specifically mentioned in the sealed bid instruction.

By signature, the bidder acknowledges that the signer has complete authority to execute the bid on behalf of the bidder and that the bid is genuine and not collusive in any manner: and that no other bidders were improperly induced to refrain from bidding or induced to submit a sham bid: and that the bidder agrees to have withheld from any payment due them, any amounts owed for taxes or other charges due the City of Saginaw; and successful bidders are subject to mandatory City of Saginaw income tax withholdings.



**CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

**COMPANY:**

**DATE**

**SIGNATURE: (INK)**

**PRINTED NAME:**

**TITLE:**

**ADDRESS:**

**TELEPHONE #:**

**FAX #:**

**EMAIL:**



**CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

**Michigan's Iran Economic Sanctions Act:**

The signature below certifies your company is in compliance with the Michigan Iran Economic Sanctions Act as identified on the above page of this document. Further information on this act can be viewed at (<http://www.state.gov/j/ct/listc14151.htm>).

---

(Signature)

---

(Printed Name)

---

(Title)

IF THIS BID PROPOSAL IS SELECTED AS THE LOWEST AND BEST OFFER, IT WILL BE ACCEPTED IN THE FOLLOWING MANNER:

- 1) THE CITY COUNCIL WILL APPROVE THIS BID PROPOSAL AT A REGULARLY SCHEDULED OR SPECIAL MEETING
- 2) THE CITY PURCHASING OFFICER WILL SIGN THIS BID PROPOSAL ON BEHALF OF THE CITY. THE BID PROPOSAL SHALL THEN CONSTITUTE A WRITTEN CONTRACT BETWEEN THE PARTIES.
- 3) FOR ADMINISTRATIVE PURPOSES, THE CITY WILL ALSO ISSUE A SEQUENTIALLY NUMBERED PURCHASE ORDER.

**CITY OF SAGINAW**, a Municipal Corporation

BY:

DATE:

---

(Purchasing Officer)

1315 SOUTH WASHINGTON  
SAGINAW, MICHIGAN 48601  
TELEPHONE: (989) 759-1430  
FACSIMILE: (989) 759-1498

THE PURCHASE ORDER/CONTRACT CANNOT BE INCREASED OVER 10% OF THE TOTAL PURCHASE ORDER WITHOUT THE PRIOR APPROVAL OF CITY COUNCIL.



**CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

THIS OFFER IS ACCEPTED BY THE ISSUANCE OF A PURCHASE ORDER SIGNED BY THE CITY PURCHASING OFFICER FOR ALL OR ANY PORTION OF THIS BID AND SHALL CONSTITUTE A CONTRACT BETWEEN THE PARTIES.

ALL INVOICES MUST BE SUBMITTED WITHIN SIXTY (60) DAYS FROM THE TIME OF DELIVERY OF GOODS OR SERVICES OR THE COMPLETION OF PROJECTS. INVOICES MUST MAKE REFERENCE TO A VALID PURCHASE ORDER NUMBER IN ORDER TO BE PAID. ALL INVOICES THAT DO NOT REFERENCE A VALID PURCHASE ORDER NUMBER WILL BE RETURNED TO THE ORIGINAL SOURCE.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **ADDITIONAL BIDDER REQUIREMENTS:**

1. Evidence of Financial Stability: The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist COS in determining the Respondent's financial condition. COS is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
2. Evidence of Insurance: The bidder must have General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$1,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence, \$600,000 in aggregate for Medical Malpractice. A certificate of insurance must be included with submission of qualifications. ***(See Attachment A for Bidder's Insurance Checklist) COS must be listed as an additional insured.***
3. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
4. Experience: Bidders must have a minimum of **three (3) years** of proven experience providing professional licensed hazardous material inspection services.
5. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):
  - Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

- Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
  - Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
  - Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.
6. Capacity: The bidder must have the capacity to complete the number projects that is required by the COS on a weekly basis.
- Hazardous Material Inspection: Complete thirty (30) or more hazardous material inspections per week.
7. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project. (See Attachment B)
8. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the COS. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
9. Michigan Accredited Asbestos Building Inspector Certification
10. Staff certifications in 40-hour and 8-hour OSHA HAZWOPER
11. Copy of Laboratory Certificate of Accreditation to ISO/IEC 17025:2005
12. Certification Form Note (Attachment G)



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **B. Sealed Bid Instructions**

- Bids must be submitted on printed forms furnished by the City Purchasing Office. Voluntary alternates may be attached to bid form, if necessary.
- Bids must be in ink or typewritten.
- Bids must contain bidder's complete name, address, and telephone number.
- Bids must be signed in ink and dated.
- Bids must include delivery or completion time.
- If an addendum (Form B02) is issued by the City, it must be signed, dated, and returned with bid.
- All erasures or corrections to pricing information must be initial in ink.
- In case of a discrepancy between a unit price and its extension, the unit price will be considered correct and the bid will be recalculated to determine the amount bid.
- All addition errors will be corrected and the total bid will be adjusted to reflect the corrections.
- All bids must be in the City Purchasing Office by the date and time specified on bid forms. Purchasing Office is located at Saginaw City Hall in Room #105.
- EACH BID MUST BE ENCLOSED IN A SEPARATE SEALED ENVELOPE WITH "SEALED BID AND THE BID NUMBER" MARKED ON THE FRONT.
- Each bidder's envelope, FED EX box/letter, UPS box/letter or any other method of sealed delivery must have the bid number on the outside of the container. UNMARKED BIDS WILL BE DISQUALIFIED.

NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL. Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000.00 or more shall require the approval of City council. No City employee has the authority to bind the City to such a contract.

### **RIGHT OF CITY TO ACCEPT OR REJECT BIDS**

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR PARTS THEREOF, AND TO WAIVE ANY IRREGULARITIES IN THE BID EXCEPT THOSE SPECIFICALLY MENTIONED ABOVE.

### **GENERAL INFORMATION**

MAIL OR DELIVER ALL SEALED BIDS TO THE FOLLOWING ADDRESS BY THE DATE, TIME, AND OFFICE HOUR DEADLINE SPECIFIED ON BID FORM:



## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

**CITY OF SAGINAW PURCHASING OFFICE  
ROOM #105  
1315 SOUTH WASHINGTON AVENUE,  
SAGINAW, MICHIGAN 48601**

### **NO CONTRACT SHALL BE VALID UNLESS APPROVED BY CITY COUNCIL**

Pursuant to the Charter of the City of Saginaw, written contracts involving the expenditure of \$2,000.00 or more shall require the approval of City Council. No City employee has the authority to bind the City of such a contract.

### **ALTERATION OF BID BY BIDDER**

After bids have been opened, the bidder will not be allowed to withdraw, modify, or correct any bid.

### **EVIDENCE OF BIDDERS QUALIFICATIONS**

Bidders may be required to give some satisfactory evidence that they have been regularly engaged in the business or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials, and machinery to component the work or to furnish the materials contracted for to the satisfaction of the City.

### **FAMILIARITY OF BIDDER WITH CONTRACT REQUIREMENTS**

Bidders are warned that they must inform themselves of the character and amount of work, labor, or material to be furnished under the contract.

### **CONTRACT ASSIGNMENTS OR TRANSFERS PROHIBITED**

The assignment or transfer of a contractor or of interest in the contract are prohibited unless approved by the proper City department and City Council.

### **CITY INCOME TAX COMPLIANCE**

Per Section 14 of the City of Saginaw Uniform Income Tax Ordinance, the tax percentage is 1.5% on income earned from the City. The tax shall apply on the taxable net profits of a corporation doing business with the City, being levied on such part of the taxable net profits as is earned by the corporation as a result of work done, services rendered and other business activities conducted with the City, as determined in accordance with this Ordinance.

### **WITHHOLDING FROM PAYMENTS**

As part of the consideration for any bid/contact, all bidders agree to have withheld from any payments due them, any amounts for taxes, fees or other charges due the City of Saginaw.





## **CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

### **CONTRACT COMPLIANCE ORDINANCE**

The City of Saginaw has a Contract Compliance Ordinance which requires bidders to submit documentation furnished by the City indicating compliance with the Ordinance. Contract compliance forms must be sent to the City Purchasing Office; 1315 South Washington Avenue; Saginaw, Michigan 48601. Forms may be obtained by calling (989) 759-1430.

### **INSTRUCTIONS AS PART OF CONTRACT**

These instructions are to be construed with and made a part of the contract or purchase order.

#### **C. Letter of Interest**

Please submit a Cover Letter of Interest on your firm's letterhead signed by a duly authorized officer or representative of the Respondent, not to exceed two (2) pages in length. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Respondent and team. Please ensure you are including information for COS to assess your qualifications in regards to the scoring criteria set forth in this RFP.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Respondent. For purposes of this RFP "Principals" shall mean persons possessing an ownership interest in the Respondent.
  - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Respondent.
5. Experience and capacity to implement the scope of work described in Scope of Services. Please ensure you are including information for COS to assess your qualifications in regards to the scoring criteria set forth in this RFP. Include a list of projects your company is currently committed to and briefly explain whether you see any conflict between being able to complete projects currently under contract and a COS contract should the project be awarded.
6. Familiarity with the COS and basic understanding of programs including previous experience with the COS various grant programs and the project partners.

The Signature Page attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **NOTICE TO ALL BIDDERS**

#### **SEALED BID DOCUMENTS:**

**EFFECTIVE IMMEDIATELY:** All interested bidders may obtain **Sealed Bid Document Forms**, proposal instructions, general specification and Bid Results from the City of Saginaw internet Web Site ([www.saginaw-mi.com](http://www.saginaw-mi.com)) (GO TO "Look up a bid" and scroll down to the applicable document).

YOU CAN REFER TO THIS SITE FOR INFORMATION ON OUR FUTURE BID REQUIREMENTS AS WELL AS BID RESULTS. Companies who do not have access to the Internet may contact the Purchasing Offices at (989) 759-1430 for bid document copies.

#### **PLEASE MAKE NOTE OF THIS NEW FORMAT FOR RECEIVING OUR BID DOCUMENTS.**

#### **D. Information Required of Bidders**

Please provide the following information:

1. Experience and capacity to implement scope of work described in Scope of Services. *Please ensure you are including information for COS to assess your qualifications in regards to the scoring criteria set forth in this RFP.*
2. Familiarity with the COS and basic understanding of programs (see [www.saginaw-mi.com](http://www.saginaw-mi.com) for more information) including previous experience with other Land Banks.
3. **The qualification of assigned project staff and subcontracts, including:**
  - a. Relevant professional and educational experience.
  - b. Identification of specific staff individuals with experience managing demolition projects
  - c. Identification of landfills and disposal sites who will participate in the project.
  - d. Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.
4. Capacity to complete multiple inspections on a weekly basis. Must provide an itemized list of the firm's equipment, number of employees, and number of inspections that can be completed in one week. (See Attachment D for Capacity Experience and Evaluation Criteria & Scoring Section)
5. Pricing proposal. The contractor should provide a fixed price fee schedule including unit rates to the COS for all work and services provided (please complete Attachment D)
6. Reporting format to facilitate use of information collected to complete demolition. (Please provide a sample report.)



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **SELECTION PROCESS**

The Selection Committee comprised of COS staff will review qualifications in accordance with the evaluation criteria set forth herein, the Michigan Hardest Hit Fund Demolition Program, and other applicable funding sources' objectives and policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. **Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract(s) shall be awarded to vendor(s) whose proposal(s) received the most points in accordance with criteria set forth in RFP.**

### **IMPORTANT DATES**

<b>Bids Due</b>	May 17, 2022 At 3:00 PM Local Time
<b>Notice of Award</b>	Within 90 days of Bid Due Date
<b>Contract Signed</b>	Within 90 days of Bid Due Date
<b>Anticipated Start Date</b>	July 1, 2022
<b>Contract Ends</b>	On or before June 30, 2024 (Optional 3 <sup>rd</sup> Year Ends June 30, 2025)
<b>Final Paperwork and Payment Request</b>	<ul style="list-style-type: none"><li>• COS pay on a net 30-60 day cycle upon receiving a <u>COMPLETE</u> payment request packet.</li><li>• Notice to Proceed - Properties will be released in batches</li><li>• Timelines/schedules will be specified in Notice to Proceeds.</li></ul>

### **QUESTIONS**

Questions regarding this RFP should be submitted in writing via email to [jmartin@saginaw-mi.com](mailto:jmartin@saginaw-mi.com) or [djerome@saginaw-mi.com](mailto:djerome@saginaw-mi.com).



**CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022**

**SUBMITTAL DUE DATES**

Responses to this RFP are due May 17, 2022 at 3:00 PM Local Time. Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies and must be delivered to:

**CITY OF SAGINAW PURCHASING OFFICE  
ROOM #105  
1315 SOUTH WASHINGTON AVENUE,  
SAGINAW, MICHIGAN 48601**



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **RFP SUBMITTAL REQUIREMENTS CHECKLIST**

Please provide Checklist with response to RFP. These documents must be submitted in this order and found acceptable. Failure to submit, incomplete information or documents found to be unacceptable will result in disqualifying the bidder's qualifications. No additional review for experience or other factors will be considered.

- ☐ RFP Submittal Requirements Checklist
- ☐ Please provide the requirements as described in Submittal Requirements. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections:
  - ☐ Section C: Letter of Interest
  - ☐ Section D: Information Required from Bidders
- ☐ Sample Report (As requested under Section D: Information Required from Bidders)
- ☐ Certification Form Note
- ☐ Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ☐ Evidence of Insurance
- ☐ Michigan Accredited Asbestos Building Inspector Certification
- ☐ Staff certifications in 40-hour and 8-hour OSHA HAZWOPER
- ☐ Copy of Laboratory Certificate of Accreditation to ISO/IEC 17025:2005
- ☐ Evidence of Financial Stability
- ☐ References (Attachment B)
- ☐ Conflict of Interest Statement & Supporting Documentation
- ☐ Description of Company
- ☐ Capacity of Company
- ☐ Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
- ☐ HUD Section 3, if applicable (Attachment E & G)
- ☐ Any other State License and/or Certification that is deemed necessary
- ☐ Received Addendum(s): \_\_\_\_\_



## CITY OF SAGINAW, MICHIGAN BLIGHT ELIMINATION PROGRAM 2022

### **ADDITIONAL INFORMATION**

#### ATTACHMENTS

- A – CITY OF SAGINAW BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES(3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION FORMS
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE

#### APPENDICES

- 1 – MDEQ – NESHAP PROGRAM
- 2 – FEDERAL AND COUNTY REGULATIONS
- 3 – DEMOLITION COST-OUT STEPS AND CALCULATIONS
- 4 – EXAMPLE SITE SKETCH AND CUT SHEET

**NOTE! THERE ARE EIGHT SIGNATURE PAGES CONTAINED WITHIN THIS RFP. ALL EIGHT MUST BE SIGNED IN ORDER FOR THIS RFP TO BE ACCEPTABLE. IF ANY OF THE EIGHT SIGNATURES ARE NOT COMPLETED THIS RFP WILL BE DISQUALIFIED.**

# ATTACHMENTS

---

A – CITY OF SAGINAW BIDDERS INSURANCE CHECK

LIST B – LIST OF REFERENCES (3)

C – CERTIFICATION FORM NOTE

D – CAPACITY & UNIT RATE PRICING BID

TAB E – SECTION 3 CERTIFICATION  
INFORMATION

F – CONFLICT OF INTEREST/NON-COLLUSION

AFFIDAVIT G – CERTIFICATION FORM OF BUSINESS  
ENTERPRISE

## ATTACHMENT A: CITY OF SAGINAW BIDDER'S INSURANCE CHECKLIST

### Coverages Required

1. Workers' Compensation
2. Employers Liability
3. General Liability 1,000,000/OCC/AGG
4. Professional liability
5. Products/Completed operations
6. Contractual liability
7. Explosion, Collapse, Subsidence
8. Automobile liability  
Owned, hired, non-owned
9. Pollution Liability Insurance (Whereas applicable)
10. Authoritys and Contractors Protective
11. City of Saginaw named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate.
12. Cancellation notice is to read:  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.
13. The certificate must state bid number and title

### Limits (Figures denote minimums)

Statutory limits of Michigan  
\$100,000 accident/disease  
\$500,000 policy limit, disease  
Including Premises/operations  
\$1,000,000 per occurrence with \$1,000,000 aggregate  
\$1,000,000 including errors & omissions  
\$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice  
\$1,000,000 per occurrence with \$1,000,000 aggregate  
\$1,000,000 general aggregate (gen. agg.)  
Excess Policy with limits at least \$1,000,000  
\$1,000,000 combined single limit each accident-Owned, hired, non-owned  
Limits no less than no less than  
\$1,000,000 per loss/\$1,000,000 aggregate

---

**A copy of the insurance certificate with the City of Saginaw listed as a certificate holder is required and must be attachment to the response to this proposal.**

---

### Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

---

Bidder

---

Signature





## ATTACHMENT B: LIST OF REFERENCES (3) RELATED TO SCOPE OF WORK FROM THE LAST 5 YEARS

Reference #1:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Project Timeline (Dates): \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

Reference #2:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Project Timeline (Dates): \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

Reference #3:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Project Timeline (Dates): \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

## ATTACHMENT C: CERTIFICATION FORM NOTE

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION**

*The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Saginaw is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.*

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_ **Will** be responding to this RFP.

\_\_\_\_\_ **Will not** be responding to this RFP, but to remain on the City of Saginaw approved contractors list. (Please return only this form)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Typed Name of Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_ License Number: \_\_\_\_\_

### **NAME OF AUTHORIZED REPRESENTATIVES FOR SUBCONTRACTORS:**

\_\_\_\_\_  
(Typed Name of Subcontractor's Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Typed Name of Subcontractor's Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Typed Name of Subcontractor's Authorized Representative)

\_\_\_\_\_  
(Title)

## ATTACHMENT D: CAPACITY & UNIT RATE PRICING BID COVERSHEET & BID TAB

Company Name: \_\_\_\_\_

### **Statement of Experience**

Years of Company Experience: \_\_\_\_\_

Years of Individual Experience: \_\_\_\_\_

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

---

---

---

### **The qualification of assigned project staff and subcontracts, including:**

- Relevant professional and educational experience (Provide documentation on attached sheet)
- Identification of specific staff individuals with experience managing demolition projects:

---

---

---

---

---

**ATTACHMENT D: CAPACITY & UNIT RATE PRICING BID COVERSHEET & BID TAB**

Provide three (3) examples of projects that are similar in nature to projects described in the RFP.

---

---

---

---

**Demonstration of Capacity**

**Number of abatement projects completed in a week period:** ☐ 10      ☐ 15      ☐ 20

☐ Other \_\_\_\_\_

Number of employees: \_\_\_\_\_ How many will be dedicated to this project? \_\_\_\_\_

List of equipment (can attach list if need): \_\_\_\_\_

---

---

---

**Subcontractor**

Will you be using a sub-contractor? \_\_\_\_\_ Subcontractor DBA: \_\_\_\_\_

Sub-Contractor Service: \_\_\_\_\_

Sub-contractor Authorized Representative: \_\_\_\_\_

Sub-Contractor Years of Experience: \_\_\_\_\_

Sub-Contractors License or Certification: \_\_\_\_\_

---

Sub-Contractor's Number of employees: \_\_\_\_\_

List of equipment (can attach list if need): \_\_\_\_\_

---

---

---

**Identification of landfills and disposal sites who will participate in the project:**

---

---

---

**Does Contractor or subcontractor have any EPA, MDEQ, or MIOSHA active investigations? If yes, please give dates and describe incident.**

---

---

**Has the Contractor or subcontractor been the recipient any EPA, MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates and describe incident.**

---

---

---

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have read the Scope of Work included in this bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor/ Authorized Representative)

\_\_\_\_\_  
(Signature of Contractor /Authorized Representative)

\_\_\_\_\_  
(Contractor Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email)

**BID/TENDER FORM**

SUBMITTED TO: City of Saginaw, Inspections Department  
1315 South Washington Avenue  
Saginaw, Michigan 48601

FOR: Invitation to Bid Inspection of Environmentally Hazardous Materials for Residential and  
Commercial Demolitions in the City of Saginaw and Saginaw County:

DATE: \_\_\_\_\_  
NAME OF  
BIDDER: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

TO: City of Saginaw (hereinafter called COS)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the inspections of asbestos and environmentally hazardous materials for residential and commercial structures in the City of Saginaw and Saginaw County having examined the Bid prepared by the City of Saginaw, and other related documents and being familiar with conditions and area of proposed work, and all conditions surrounding surveying properties, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with the Bid for the inspections of asbestos and environmentally hazardous materials for residential and commercial structures in the City of Saginaw and Saginaw County, within time set forth herein or by each Notice to Proceed, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

## **BID/TENDER FORM**

Successful bidder agrees to provide performance and payment bonds written by surety acceptable to City of Saginaw; made in favor of City of Saginaw as obligee. The Bidder recognizes that the City of Saginaw may award the bid packages separately and not as a total contract.

The City of Saginaw reserves the right to cancel any project(s) that has been issued on a bid or entered into a contract if the City of Saginaw deemed project(s) infeasible and is unable to proceed with demolition.



The City of Saginaw is soliciting sealed proposals for a two-year contract with a third year option for the Inspection of Environmentally Hazardous Materials for Residential and Commercial Demolitions with specifications as follows:

**UNIT PRICE FOR INSPECTION OF ASBESTOS AND ENVIRONMENTALLY HAZARDOUS MATERIALS FOR DEMOLITION**

**YEAR ONE COSTS**

ITEM NO.	INSPECTION OF ASBESTOS AND ENVIRONMENTALLY HAZARDOUS MATERIALS FOR DEMOLITION	FEE	# OF SAMPLES INCLUDED IN PRICE
1	Vacant Lot/ Occupied Structures (No Inspection Completed)		0
2	Burnout/ Unsafe Structures (Limited Inspection Completed)		
3	Single Family Residential Structures up to 1,500 Square Feet		
4	Single Family Residential Structures 1,501 Square Feet and Over		
5	Residential Duplexes		
6	Commercial Structures up to 1,500 Square Feet		
7	Commercial Structures Between 1,501 Square Feet and 5,000 Square Feet		
8	Commercial Structures 5,001 Square Feet and Over		

ITEM NO.	ADDITIONAL SAMPLING	FEE
9	Cost Per Sample	
<b>Cost for Rush Pricing – Per Sample or Per Order (Please Indicate)</b>		
10	Cost for Rush Pricing for 24 – Hour Turnaround	
11	Cost for Rush Pricing for 36 – Hour Turnaround	

ITEM NO.	ADDITIONAL ITEMS	COUNT OR COSTS
12	Number of Hazardous Material Inspections Completed in a Week Period	
13	How Long Will It Take to Complete a Report	
14	Quantity of Completed Reports Can You Release to COS at One Time	
Is There a Mobilization Fee? (Yes or No)		
15	Cost of Mobilization	
Is There a Re-Inspection Fee?* (Yes or No)		
16	Cost to Re-Inspect	
17	Cost for Additional Oversight if Required (Per Hour)	
18	Cost Per Hour for Debris Removal to Access Blocked Areas of Structure	
19	Cost Per Hour to Dewater Inaccessible Areas of a Structure Due to Flooding	
20	Cost for Revisit to Assess Additional Materials/Items Identified	

***\*Please note the COS will not pay for re- inspections or revisits due to contractor error.***

ITEM NO.	MEASUREMENT AND CUTSHEET PREPARATION	FEE
21	Vacant Lot/ Occupied Structures (No Inspection Completed)	
22	Burnout/ Unsafe Structures (Limited Inspection Completed)	
23	Single Family Residential Structures up to 1,500 Square Feet	
24	Single Family Residential Structures 1,501 Square Feet and Over	
25	Residential Duplexes	
26	Commercial Structures up to 1,500 Square Feet	
27	Commercial Structures Between 1,501 Square Feet and 5,000 Square Feet	
28	Commercial Structures 5,001 Square Feet and Over	

ITEM NO.	SUPPORT TASKS	COSTS
29		
30		
31		
32		
33		
34		
35		

ITEM NO.	UNIT COST TASKS	UNIT COST/ PER HOUR
36		
37		
38		
39		
40		
41		
42		
43		

**YEAR TWO COSTS AND THIRD YEAR OPTION COSTS***(Third Year Option Pricing to Be Same as Second Year)*

ITEM NO.	INSPECTION OF ASBESTOS AND ENVIRONMENTALLY HAZARDOUS MATERIALS FOR DEMOLITION	FEE	# OF SAMPLES INCLUDED IN PRICE
1	Vacant Lot/ Occupied Structures (No Inspection Completed)		
2	Burnout/ Unsafe Structures (Limited Inspection Completed)		
3	Single Family Residential Structures up to 1,500 Square Feet		
4	Single Family Residential Structures 1,501 Square Feet and Over		
5	Residential Duplexes		
6	Commercial Structures up to 1,500 Square Feet		
7	Commercial Structures Between 1,501 Square Feet and 5,000 Square Feet		
8	Commercial Structures 5,001 Square Feet and Over		

ITEM NO.	ADDITIONAL SAMPLING	FEE
9	Cost Per Sample	
<b>Cost for Rush Pricing – Per Sample or Per Order (Please Indicate)</b>		
10	Cost for Rush Pricing for 24 – Hour Turnaround	
11	Cost for Rush Pricing for 36 – Hour Turnaround	

ITEM NO.	ADDITIONAL ITEMS	COUNT OR COST
12	Number of Hazardous Material Inspections Completed in a Week Period	
13	How Long Will It Take to Complete a Report	
14	Quantity of Completed Reports Can You Release to COS at One Time	
Is There a Mobilization Fee? (Yes or No)		
15	Cost of Mobilization	
Is There a Re-Inspection Fee?* (Yes or No)		
16	Cost to Re-Inspect	
17	Cost for Additional Oversight if Required (Per Hour)	
18	Cost Per Hour for Debris Removal to Access Blocked Areas of Structure	
19	Cost Per Hour to Dewater Inaccessible Areas of a Structure Due to Flooding	
20	Cost for Revisit to Assess Additional Materials/Items Identified	

***\*Please note the COS will not pay for re- inspections or revisits due to contractor error.***

ITEM NO.	MEASUREMENT AND CUTSHEET PREPARATION	FEE
21	Vacant Lot/ Occupied Structures (No Inspection Completed)	
22	Burnout/ Unsafe Structures (Limited Inspection Completed)	
23	Single Family Residential Structures up to 1,500 Square Feet	
24	Single Family Residential Structures 1,501 Square Feet and Over	
25	Residential Duplexes	
26	Commercial Structures up to 1,500 Square Feet	
27	Commercial Structures Between 1,501 Square Feet and 5,000 Square Feet	
28	Commercial Structures 5,001 Square Feet and Over	

ITEM NO.	SUPPORT TASKS	COSTS
29		
30		
31		
32		
33		
34		
35		

ITEM NO.	UNIT COST TASKS	UNIT COST/ PER HOUR
36		
37		
38		
39		
40		
41		
42		
43		

**Bidder Name:**\_\_\_\_\_

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around July, 2022; and to fully complete on or before Sunday, June 30, 2024 (w/option Monday, June 30, 2025).

Properties/projects will be released to Contractor(s) in batches and will be fully complete on or before the timelines/schedules specified in each Notice to Proceed as issued.

Bidder understands that the City of Saginaw reserves right to reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

Upon notice of acceptance of this Bid/Tender, bidder will execute Contract Agreement and deliver properly executed insurance certificates, Performance and Payment Bonds to the City of Saginaw within 10 days.

Bidder acknowledges receipt of following addenda:

---

---

---

If awarded a contract, bidder's surety will be (name of Surety Company).

---

---

**THIS IS NOT A BID ON INDIVIDUAL PROPERTIES**

Before submitting a proposal, each Bidder will be held accountable to fully understand the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.

No allowance or extra compensation concerning any matter or thing about which the bidder might have fully informed himself will be allowed. Additional quantities will not be compensated without the City of Saginaw's prior approval.



**ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER**

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

The undersigned does hereby declare that it has the legal status checked below.

\_\_\_\_\_ Individual

\_\_\_\_\_ Co-Partnership

\_\_\_\_\_ Corporation Incorporated under the laws and State

of \_\_\_\_\_

The names and address of all persons indicated as partners in this Bid Proposal are as follows:

**NAME**

**ADDRESS**


This Bid Proposal is submitted in the name of:

\_\_\_\_\_

(Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_

Title

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

INSTRUCTIONS: Submit this form to the City of Saginaw.

**END OF SECTION**

## ATTACHMENT E: SECTION 3 CLAUSE

TITLE 24  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CHAPTER 1 SUBCHAPTER B  
PART 135  
SECTION 3 CLAUSE (135.20)

A.

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

B.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in CFR, Chapter I, Subchapter B, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C.

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

D.

The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Chapter I, Subchapter B, Part 135. The contractor will not subcontract with any subcontracting where it has notice or knowledge that the letter has been found in violation of regulation under 24 CFR Chapter I, Subchapter B, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Chapter I, Subchapter B, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by CFR Chapter I, Subchapter B, Part 135.

## SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## ATTACHMENT F: CONFLICT OF INTEREST / NON- COLLUSION AFFIDAVIT

State of \_\_\_\_\_:

S.S.

County of \_\_\_\_\_:

I, \_\_\_\_\_ of

\_\_\_\_\_

(Name of Company/Firm)

And that I am authorized to make this affidavit on behalf of my firm, its owner, directors and officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state:

1. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person in this type of business prior to the official opening of this proposal.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
3. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.





4. This company, corporation, firm, partnership or individual is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the City of Saginaw.

I state that \_\_\_\_\_ understands and

(Name of my Company/Firm)

acknowledges that the above representations are material and important, and will be relied on by the City of Saginaw in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatements in this affidavit is and shall be treated as fraudulent concealment from the City of Saginaw of the true facts relating to the submission bids for this contract.

#### **SIGNATURE SECTION**

_____	
(Signature)	(Title)
_____	
(Company Name)	(Street / P. O. Box)
_____	
(Company Telephone Number)	(City) (State) (Zip)

#### **NOTARIZATION SECTION**

Subscribed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

_____	_____
Notary Public Signature	My Commission Expires:



## ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: \_\_\_\_\_

### Business Enterprise Status:

Check all that apply: MBE \_\_\_\_\_ WBE \_\_\_\_\_ SBE \_\_\_\_\_

LBE \_\_\_\_\_ DVBE \_\_\_\_\_ OBE \_\_\_\_\_

### Ethnicity of Owner (s):

Check all that apply: White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_

Asian \_\_\_\_\_ Native American \_\_\_\_\_

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Contractor Name (please print)

\_\_\_\_\_

Contractor Signature



## **Explanation of Business Enterprise Status**

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Saginaw County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following: 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California, 2) one or more disabled veterans own 51% percent of the firm, 3) the management and control of the daily business operations are by one or more disabled veterans, and 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.



# APPENDICES

---

- 1 – MDEQ – NESHAP PROGRAM
- 2 – FEDERAL AND COUNTY REGULATIONS
- 3 – DEMOLITION COST-OUT STEPS AND CALCULATIONS
- 4 – EXAMPLE SITE SKETCH AND CUT SHEET

## **APPENDIX 1 – MDEQ NESHAP PROGRAM**

# DEMOLITION/RENOVATION OF A BUILDING/STRUCTURE

## Pre-1981 Buildings - Asbestos Building Survey by Michigan Accredited Asbestos Building Inspector or CIH

Note, the inspection must identify, locate and quantify all PACM and also other materials that may contain asbestos based upon the inspector's/CIH's past knowledge and due diligence

### Notify contractors/employees of inspection results

No Asbestos Present	Asbestos-Containing Material Present				
Requirements	Requirements for Class I TSI & Surfacing Materials	Requirements for Class II All Other ACM	Requirements for Class III Disturbance or removal of Class I or II materials not to exceed contents of 1 glovebag (60" x 60")	Requirements for Class IV Custodial and Maintenance work activities that contact but do not disturb ACM/PACM	G(11) Materials Intact Roofing and Pipeline Coating Materials
<p><b>No MIOSHA Asbestos Requirements</b></p> <ul style="list-style-type: none"> <li>• MIOSHA Part 20 Demolition, Construction Safety Standard Requirements</li> <li>• <b>National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Requirements</b></li> <li>• Notification for demolition of a facility - confirm applicability with Department of Environmental Quality's (DEQ's) Air Quality Division.</li> <li>• No NESHAP Asbestos Requirements on renovations.</li> </ul> <p><b>*Respirators</b> Mandatory if</p> <ul style="list-style-type: none"> <li>• Class I, or</li> <li>• Class II substantially non-intact removal, or</li> <li>• Class II or III no NEA, or</li> <li>• &gt; PEL, or</li> <li>• Class II or III dry removal (except for intact sloped roofing projects where NEA obtained), or</li> <li>• In emergencies, or</li> <li>• Class III asbestos work when TSI or Surfacing Material ACM/PACM is being disturbed, or</li> <li>• Class IV within regulated area where other employees required to wear respirators</li> </ul> <p><b>**Medical Surveillance</b> Mandatory if</p> <ul style="list-style-type: none"> <li>• Wearing negative-pressure respirator, or</li> <li>• Exposed ≥ PEL ≥ 30 days of work/year, or</li> <li>• Class I, II, or III work ≥ 30 days/yr.</li> </ul> <p><b>***Protective Clothing</b> Protective clothing is coveralls or similar whole body clothing, head-coverings, gloves and foot coverings. Mandatory if</p> <ul style="list-style-type: none"> <li>• Class I = 25' or 10 ft; or</li> <li>• Class I = 25' or 10 ft; Class II and Class III with No NEA, or</li> <li>• &gt; PEL</li> </ul> <p><b>MIOSHA Regulations:</b></p> <ul style="list-style-type: none"> <li>• Part 602, 29 CFR 1926.1101, Asbestos Standards for Construction</li> <li>• Act 135, Asbestos Abatement Contractors Licensing Act, P.A. 1986, as amended</li> <li>• Act 440, Asbestos Workers Accreditation Act, P.A. 1988, as amended</li> </ul>	<ul style="list-style-type: none"> <li>• Licensed asbestos abatement contractor or exempt licensed trade group performing asbestos abatement work incidental to primary licensed trade and &lt;260' or 180 ft² and work contracted out</li> <li>• Project notification on project &gt; 10' or 15 ft² and work contracted out</li> <li>• 40-hour initially trained and accredited competent person and 8-hour annual refresher training and accreditation - accreditation excludes &lt;10 residential units or exterior ACM</li> <li>• 32-hour initially trained and accredited worker(s) and 8-hour annual refresher training and accreditation - accreditation excludes &lt;10 residential units or exterior ACM</li> <li>• Regulated area (restrict access to work site)</li> <li>• Personal air monitoring or NEA</li> <li>• Wet methods [unless not feasible (e.g., electrical hazard, equipment malfunction, or creates roofing safety hazard)]</li> <li>• Decontamination area (equipment room, shower and clean room if project &gt; 25' or 10 ft²; drop cloth &amp; HEPA vacuum &lt; 25' or 10 ft²)</li> <li>• Respirators (establish and implement a written respirator program)</li> <li>• Medical surveillance***</li> <li>• Protective clothing***</li> <li>• Waste disposal (labeled sealed impermeable bags/containers)</li> <li>• Waste transport requirements, if friable (USDOT Hazardous Materials for Asbestos, 49 CFR Parts 100-180) - contact State Police Motor Carrier Division for information</li> <li>• Engineering and work practice controls for renovations and pre-building demolition interior removals [see Part 602, 29 CFR 1926.1101 (g)(1), (g)(2), (g)(4)(i)-(vi) and (g)(5)]</li> <li>• Engineering controls for demolition of building where ACM remains [see Part 602, 29 CFR 1926.1101 (g)(6)]</li> <li>• <b>NESHAP Requirements (contact DEQ)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Licensed asbestos abatement contractor or exempt licensed trade group performing asbestos abatement work incidental to primary licensed trade and &lt;260' or 180 ft² if friable and work contracted out</li> <li>• Project notification on friable project &gt; 10' or 15 ft² and work contracted out</li> <li>• 40-hour initially trained and accredited (if friable) competent person and 8-hour annual refresher training and accreditation (if friable) - accreditation excludes &lt; 10 residential units or exterior ACM</li> <li>• 12-hour trained competent person if only supervising intact ACM flooring projects utilizing compliant work practices</li> <li>• 32-hour initially trained (if friable, if substantially non-intact interior project, or interior project w/o NEA) and accredited worker(s) (if friable) and 8-hour annual refresher training (if friable, if substantially non-intact interior project, or interior project w/o NEA) and accreditation (if friable) - accreditation excludes &lt; 10 residential units or exterior ACM</li> <li>• 8 or more hours initial worker training and annual refresher training for one Class II material (non-friable and intact roofing materials, flooring materials, siding materials, ceiling tiles, or transite materials)</li> <li>• &gt; 8 hours worker initial training and annual refresher training for more than one Class II material (non-friable and intact roofing materials, flooring materials, siding materials, ceiling tiles, or transite materials)</li> <li>• For non-friable intact Class II materials other than those above, no specified time for initial or refresher training</li> <li>• Regulated area (restrict access to work area)</li> <li>• Personal air monitoring or NEA</li> <li>• Wet methods [unless not feasible (e.g., electrical hazard, equipment malfunction, or creates roofing safety hazard)]</li> <li>• Decontamination area (drop cloth + HEPA vacuum) if no NEA</li> <li>• Respirators* (establish and implement a written respirator program)</li> <li>• Medical surveillance**</li> <li>• Protective clothing***</li> <li>• Waste Disposal (labeled sealed impermeable bags/containers)</li> <li>• Waste transport requirements, if friable (USDOT Hazardous Materials for Asbestos, 49 CFR Parts 100-180) - contact State Police Motor Carrier Division for information</li> <li>• Engineering and work practice controls for renovations and pre-building demolition interior removals [see Part 602, 29 CFR 1926.1101 (g)(1), (g)(2), (g)(7)(i)-(iv) and (g)(8)(i)-(v) for specific controls]</li> <li>• Engineering controls for demolition of building where ACM remains [see Part 602, 29 CFR 1926.1101 (g)(8)(vi)]</li> <li>• <b>NESHAP Requirements (contact DEQ)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Licensed asbestos abatement contractor or exempt licensed trade group performing asbestos abatement work incidental to primary licensed trade if friable and work contracted out</li> <li>• Project notification on friable project &gt; 10' or 15 ft² and work contracted out</li> <li>• 16-hour initial competent person training and annual refresher training</li> <li>• 16-hour initial worker training and annual refresher training unless competent person determines otherwise</li> <li>• Regulated area (restrict access to work area)</li> <li>• Personal air monitoring or NEA</li> <li>• Wet methods [unless not feasible (e.g., electrical hazard, equipment malfunction, or creates roofing safety hazard)]</li> <li>• Decontamination area (drop cloth + HEPA vacuum) if no NEA</li> <li>• Respirators* (establish and implement a written respirator program)</li> <li>• Medical surveillance**</li> <li>• Protective clothing***</li> <li>• Waste Disposal (labeled sealed impermeable bags/containers)</li> <li>• Waste transport requirements, if friable (USDOT Hazardous Materials for Asbestos, 49 CFR Parts 100-180) - contact State Police Motor Carrier Division for information</li> <li>• Engineering and work practice controls for repair and maintenance operations [isolation/containment, see Part 602, 29 CFR 1926.1101 (g)(1), (g)(2), and (g)(9)(i)-(v) for specific controls]</li> </ul>	<ul style="list-style-type: none"> <li>• At least 2 hour initial and annual refresher training</li> <li>• Respirators* (establish and implement a written respirator program)</li> </ul> <p><b>Definitions:</b> Accredited: means individuals accredited under the Asbestos Workers Accreditation Act (Act 440, P.A. 1988, as amended). Asbestos-Containing Material: means any material containing more than one percent asbestos (Part 602). Class I Asbestos Work: means activities involving the removal of TSI and surfacing ACM or PACM (Part 602). Class II Asbestos Work: means activities involving the removal of ACM which is not TSI or surfacing material (Part 602). Class III Asbestos Work: means repair and maintenance operations where "ACM", including TSI and surfacing ACM or PACM, may be disturbed (Part 602). Class IV Asbestos Work: means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM (Part 602). Demolition: means wrecking or taking out of any load-supporting structural member and any related removing or stripping of friable asbestos material (Act 135) asbestos products (Part 602). Disturbance: means activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM or generate visible debris from ACM or PACM (Part 602). Exempt Licensed Trades: means Michigan licensed plumber, electrician, mechanical contractor, residential building or residential maintenance alteration contractor (Act 135). Friable: means ACM that can be crumbled, pulverized, or reduced to powder when dry, by hand pressure (Act 135 and Act 440). G(11) Materials: means intact roofing (i.e., roof cements, mastics, coatings or flashings with asbestos encapsulated or coated by bituminous or resinous compounds) and pipeline (i.e., asphaltic wrap) coating materials (Part 602). Intact: means that the ACM has not crumbled, been pulverized, or otherwise deteriorated so that asbestos is no longer likely to be bound to its matrix (Part 602). Negative Exposure Assessment: means a demonstration by the employer in accordance with Part 602(r)(2)(iii) that employee exposure to asbestos is consistently below PEL. Permissible Exposure Limits (PEL): 1) Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter of air (f/cc) as an 8 hour TWA; 2) Excursion limit - 1.0 f/cc averaged over 30 minute period (Part 602). Presumed Asbestos Containing Material: means thermal system insulation (TSI) and surfacing materials found in pre-1981 buildings. Note, asphalt and vinyl flooring material found in pre-1981 buildings is also assumed to be an asbestos-containing material (Part 602). Renovation: modifying of existing structure or portion thereof (Part 602). Surfacing Material: means material that is sprayed, troweled-on or otherwise applied to surfaces (Part 602). Thermal System Insulation (TSI): means ACM applied to pipe fittings, boilers, breeching, tanks, ducts, and other structural components to prevent heat loss of gain (Part 602). Key: • ACM: Asbestos-Containing Material • CIH: Certified Industrial Hygienist • PACM: Presumed Asbestos-Containing Material • HEPA: High Efficiency Particulate Air Filter • NEA: Negative Exposure Assessment • &gt;PEL: Greater than Permissible Exposure Limits • &gt;PEL: Greater than or equal to Permissible Exposure Limits • PPE: Personal Protective Equipment (i.e., protective clothing) • TSI: Thermal System Insulation</p>	<ul style="list-style-type: none"> <li>• Competent person adequately trained [see 1926.1101(g)(11)(i) and (g)(11)(ii)]</li> <li>• Workers trained [see 1926.1101(g)(11)(ii)]</li> <li>• Work practices [see 1926.1101(g)(11)(i-vi) if intact]</li> <li>• Non-Intact Roofing and Pipeline Coating Materials - Refer back to Class II requirements</li> </ul>



## INSTRUCTIONS FOR THE ASBESTOS NOTIFICATION SYSTEM (ANS)

Register your business. You will need to register the business using the business owner information. **Once you register you will receive a confirmation email that you must click on to confirm registration.** After registration is confirmed you can log into the Asbestos Notification System.

Once you are able to log into the site, you will see several tabs - **Workspace, Notification Management, Notification, Profile and Manage Delegated Authority.**

The **Manage Delegated Authority** allows you to add additional users to the system. . You can add multiple delegated users to enter notifications for your business.


The **Profile Tab** allows you to update your business information or change your password

The **Workspace Tab** is where you begin your notification entry. Start your notification by clicking the button that looks like




on the right side of the screen. You can also click on the **Notification Tab** to start a new notification.

Once you are under the **Notification Tab**, you must fill in all of the required information. If there is an exclamation point (!) on any tab, information is missing or incorrect and you **will not** be able to submit your notification.

Notifications that are saved for further editing and are not submitted can be found under the **Workspace Tab**. You can revise your notification by clicking on the  tab.

Once you submit your notification, it will be saved under the **Notification Management Tab**. Under the Actions header, you can view attachments, copy, revise and cancel your notifications. You can sort by clicking the headers, and export information to Excel. You can click on the document number to print or save it.



The delete button  is for housekeeping purposes only. REMEMBER - if you delete a notification you are also deleting all notifications associated with it and will not be able to edit them once they are deleted.

**You must submit your Demolition and Renovation notifications separate and mark the appropriate project type!**

- The ANS currently supports the following browsers:
  - Internet Explorer 10 & 11.  
Note: In IE the ANS is presently experiencing issues when generating the PDF and Excel spreadsheet. You must select the option to Always Allow pop-ups for "\*.state.mi.us" in order for these features to work.
  - Firefox 25 and above
  - Chrome
  - Safari

If you have questions pertaining to this system, please contact Kim Dohm at 517-284-6777 or [dohmk@michigan.gov](mailto:dohmk@michigan.gov).

## **APPENDIX 2 – FEDERAL AND COUNTY REGULATIONS**

1. Federal Labor Standard Provisions
2. Equal Opportunity Clause (Executive Order 11246)



## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-



graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EQUAL OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11246)**

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

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

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

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

## APPENDIX 3 - DEMOLITION COST-OUT STEPS & CALCULATIONS

### Demolition Cost-out Steps and Calculations

- I. Measure the width and length of the house to determine the area of the house.
2. Measure the height of the house from the ground to the cave.
3. Measure the height of the !basement walls from the floor to the exterior grade.
4. Measure the height of the gables from the level of the cave edge to the peak.
5. Use the cost-out form and measurements from steps 1-4 to compute the cubic feet and cost of demolition.
6. Multiply the width times (x) the length times (x) the height to calculate (=) the gross volume of the house not including the basement and gables. (Width x length x height = gross volume of the house including the basement and gables.)
7. Multiply the area of the house times (x) the height of the basement walls to calculate (=) the gross volume of the basement. (Area of the house x height of basement walls = gross volume of the basement.)
8. Multiply the area of the house times (x) the height of the gables times (x) one half (.5) to calculate (=) the gross volume total. (Area of the house x the height of the gables x .5 = the gross volume total.)
9. Add the gross volume of the house, the basement and the gables to calculate (=) the gross volume total. {Gross volume of the house + the basement + the gables = the gross volume total.}
10. Multiply the total gross volume times (x) the contractors bid price per cubic foot to determine the basic cost of demolition. - (Gross volume total x contractors bid price per cubic foot = basic cost of demolition.)
11. If there is a garage other accessory building, use the steps required above to calculate gross volume and cost of demolition volume.

## Foundation Calculations

### **Walls:**

Length x Height x Thickness / 27 = Cubic Yards

Length = total wall length.

Height = basement wall height from floor to grade.

Wall thickness. Standard is 8" or .67.

### **Floor:**

Width x Length x Thickness / 27 = Cubic Yards

Width = width of basement floor.

Length = length of basement floor.

Thickness = floor thickness. Standard is 4" or .33.

### **Footings:**

Length x Width / 27 = Cubic Yards

Length = total footing length.

Width = footing width. Standard is 18" or 1.5'.

### **Total Cubic Yards:**

Wall cubic yards + Floor cubic yards + Footing cubic yards = Total Cubic Yards.

### **Foundation Cost:**

Total cubic Yards x Cost Per Yard = Foundation Demolition Cost.

## **APPENDIX 4 – SITE SKETCH AND CUT SHEET**

1. Site Sketch
2. Cut Sheet



Address: EXAMPLE CUT SHEET EXAMPLEDate: EXAMPLE

Gross Volume- Cub Ft.	12,257.00	x	0.1150	=	1,410.00
Gross Concrete- Sq. Ft.	215.00	x	0.55	=	119.00
Gravel - Sq. Ft.	480.00	x	0.4	=	192.00
Foundation Removal- Cub Ft.	303.88	x	1.00	=	304.00
Ft. Sidewalk Replacement- Sq. Ft.	125.00	x	3.55	=	444.00
Lot Seeding - Sq. Ft.	5,950.00	x	0.10	=	595.00
Landscaping	5,950.00	x	0.1875	=	1,115.63
Tree Removal 12"-18"	2.00	x	150.00	=	300.00
Tree Removal Over 18"	2.00	x	400.00	=	800.00
Curb Cut - Lin. Ft.	15.00	x	26.00	=	390.00
Asbestos Removal	152.00			=	152.00
Debris/Fence- Cu. Yd.	94.00	x	20.00	=	1,880.00
Well Removal		x	150.00	=	-

Total = \$ 7,701.63

Area		W	L	Ft. Sq.	Ht.	Bsmt.	Volume
A	Porch	18	x	6.5	117.00	11	1,287.00
B	House	20	x	15.5	310.00	17	5,580.00
C	House	20	x	13	260.00	13.5	3,770.00
D	House	20	x	9	180.00	9	1,620.00
E			x	-	-		-
F			x	-	-		-
G			x	-	-		-
H			x	-	-		-
I			x	-	-		-
J			x	-	-		-
K			x	-	-		-
L			x	-	-		-
M			x	-	-		-
N			x	-	-		-
Total				867.00	Total		12,257.00

ACM Removal	Quantity	
Transite Siding	0.80	Per Sq. Ft. = -
Floor tile/Linoleum	0.80	Per Sq. Ft. 190 = 152.00
Window Caulk	30.00	Per Window = -
Pipe Insulation	3.50	Per Lin. Ft. = -
Duct Tape	3.50	Per Lin. Ft. = -
Duct Insulation	3.50	Per Lin. Ft. = -
Joint Insulation	7.00	Per Fitting = -
Drywall	1.30	Per Sq. Ft. = -
Hard Plaster	1.30	Per Sq. Ft. = -
Roofing/Order Demo	0.065	Per Cu. Ft. = -
Attic Insulation	5.00	Per Cu. Ft. = -
Total		= 152.00

Curb Cut	26.00	Per Lin. Ft.	15	=	390.00
Fence Removal	20.00	Per Cu. Yd.	14	=	280.00
Debris Removal	20.00	Per Cu. Yd.	80	=	1,600.00

Note: Sections "A, D" block foundation at grade. Sections

"B,C" post and beam foundation - 1' depth. Heavy brush in rear of house. Debris count includes small trees in fence line and cedar shrubs out front. Gravel drive (12'x40'). Four trees for removal. Replace city sidewalks as marked.

Foundation Removal				Total	Cubic	
	Thick	Ht.	L	W	Linear Ft.	Feet
Walls	0.67	2	6.5	18.0	49.00	65.66
		2	9.0	20.0	58.00	77.72
					-	-
					-	-
Ftng	1.5				107.00	160.50

Total 303.88

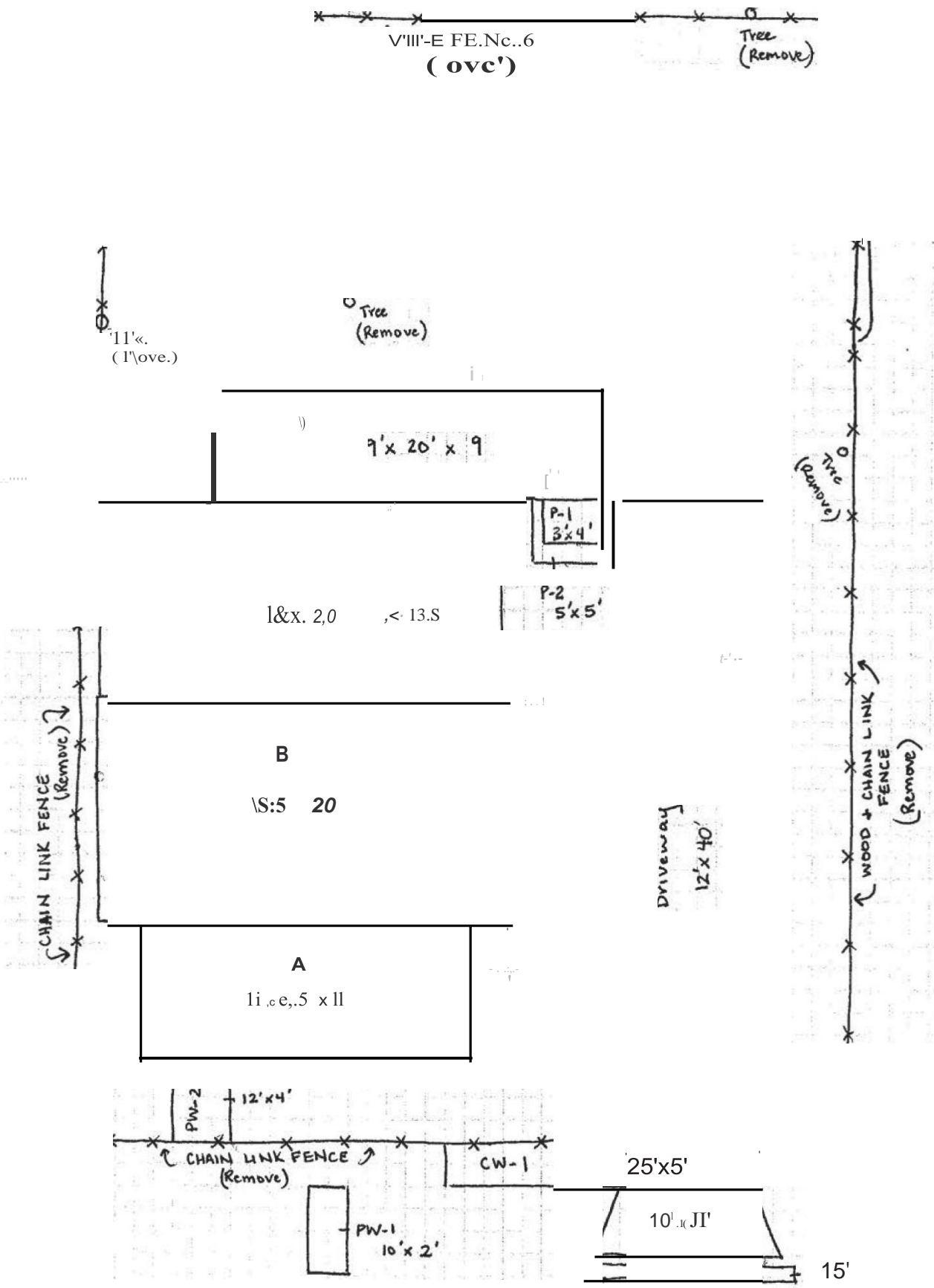
Lot Size	L	W	Ft. Sq.
	119	50	5,950.00
Landscaping Total			5,950.00

Lot Size	L	W	Ft. Sq.
	119	50	5,950.00
Seeding Total			5,950.00

Concrete Location	L	W	Ft. Sq.
PW-1	10	x	2 = 20.00
PW-2	12	x	4 = 48.00
P-1 (Side Steps)	3	x	4 = 12.00
P-2 (Pad Under Steps)	5	x	5 = 25.00
Approach	10	x	11 = 110.00
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -
		x	= -

Total = 215.00

EXAMPLE CUT SHE



EXAMPLE SITE SKETCH