

INVITATION TO BID  
ITB-4268

DEMOLITION OF FARMHOUSE, BARNs AND OUTBUILDINGS  
AT WHEELER SERVICE CENTER



Due Date: Wednesday, August 14, 2013  
By 10:00 a.m.

Issued by: City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, Michigan 48104

# TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents .....	TC-1
Advertisement .....	AD-1 to 2
Human Rights Division Contract Compliance Forms .....	AAF-1 to 4
Notice of Pre-Bid Conference.....	NP-1
Invitation to Bid .....	ITB-1 to 3
Bid Forms.....	BF-1 to 5
Contract.....	C-1 to 4
Bond Forms.....	B-1 to 2
General Conditions .....	GC-1 to 19
Standard Specifications.....	SS-1
Detailed Specifications .....	DS- 1 to 4
Appendix A – Contract Compliance & Living Wage Forms .....	AP-1
Appendix B – Fair Employment Practice .....	AP- 6
Appendix C – Site Sketch.....	AP- 8
Appendix D – Lead and Asbestos Survey .....	AP-10

**ADVERTISEMENT FOR  
DEMOLITION OF FARMHOUSE, BARNs AND OUTBUILDINGS AT WHEELER  
SERVICE CENTER, ITB-4268  
CITY OF ANN ARBOR, MICHIGAN**

Sealed Bids that include an original bid document and one additional proposal section copy will be received by the **Procurement Office, Finance Services, located on the 5th floor of the Guy Larcom Municipal Building, Ann Arbor, Michigan on or before Wednesday, August 14, 2013 by 10:00 a.m.** local time for the Demolition of Farmhouse, Barns and Outbuildings at Wheeler Service Center, ITB-4268, and all associated work as specified and detailed. Bids will be publicly opened and read aloud at this time. Prospective bidders are responsible for timely receipt of their proposal. Late proposals will not be considered.

Work to be done includes complete demolition, remediation, removal, disposal and site restoration of the existing farmhouse, barns and other outbuildings at the Wheeler Service Center Ellsworth Road entrance, 2270 E. Ellsworth Rd. Demolition work includes excavation, removal and backfilling of building foundations and footings; removal from the site and proper disposal of rubble, debris and trash; removal and disposal of vegetation in the immediate vicinity of structures to be removed; grading of cleared site to substantially meet pre-demolition elevations; and placement of topsoil, seed and mulch to establish turf on the site. A lead and asbestos survey was completed on March 28, 2013 by TriMedia Environmental Engineering, a copy of which has been included in the bid documents. Survey results indicate the presence of asbestos cement siding on the farmhouse and lead-based paint on/in the buildings. Demolition work, and removal and disposal of demolition debris, must be performed in accordance with all applicable State and Federal laws. Not all of the buildings on the site have been cleared of contents, some items may be salvageable for resale by the successful bidder.

A **mandatory pre-bid meeting** will be held at Wheeler Service Center, Conference Room A, 4251 Stone School Rd, Ann Arbor, MI on **Wednesday, July 31, 2013 at 10:00 a.m.**

Bid documents entirely downloadable on the Michigan Governmental Trade/BidNet (MITN) website at [www.mitn.info](http://www.mitn.info) and on the Purchasing page of the City of Ann Arbor's website at [www.a2gov.org/government/financeadminservices/procurement/Pages/OpenBidsandProposals.aspx](http://www.a2gov.org/government/financeadminservices/procurement/Pages/OpenBidsandProposals.aspx) on or after or after Tuesday, July 23, 2013. The City will not be distributing paper copies of the plan or specifications.

Each proposal shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of 45 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6576.



## **NOTICE OF PRE-BID CONFERENCE**

A **mandatory pre-bid meeting** will be held at Wheeler Service Center, Conference Room A, 4251 Stone School Road, Ann Arbor, MI 48108, on **Wednesday, July 31, 2013 at 10:00 a.m.** A site visit will follow the pre-bid meeting to allow potential bidders the opportunity to view the project site. This is the only time that the site will be made available to Bidders prior to the bid due date.

Attendance at this conference is required. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

**Failure to attend the meeting and sign the ITB #4268 sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid.** Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered.

It is strongly recommended that Bidders have a representative of their major subcontractor (if using one) attend as well.

## **INSTRUCTIONS TO BIDDERS**

### **General**

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed only on the date of the pre-bid meeting, Monday, July 29, 2013.

Any proposal which does not fully conform with these instructions may be rejected.

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bidders must submit the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before August 7, 2013 by 3:00 pm and should be addressed as follows:

Specification/Scope of Work questions emailed to Nichole Woodward at [nxwoodward@a2gov.org](mailto:nxwoodward@a2gov.org).  
Bid Process and HR Compliance questions emailed to [klancaster@a2gov.org](mailto:klancaster@a2gov.org).

### **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written

addenda.

### **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before August 14, 2013 by 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4268 – Demolition of Farmhouse, Barns And Outbuildings At Wheeler Service Center.**

#### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit, 5<sup>th</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Bids should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

### **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize discounts offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the contract will be awarded based upon the lump sum and unit prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing proposals, the City will give consideration to alternate proposals for items listed in the forms, or other alternates which the Bidder may wish to submit, but preference will be given to Base Bid Proposals.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

### **Official Documents**

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the “Alternate” section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

### **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of days specified in the Advertisement.

### **Contract Time**

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

### **Liquidated Damages**

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

### **Human Rights Information**

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the two pages of Human Rights Division Contract Compliance Forms (copy attached) or an acceptable equivalent. In the event the Human Rights forms are not submitted with the bid, the bidder will have 24 hours to submit the forms upon notice from the City.

### **Wage Requirements**

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages or of a living wage to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and may be required to provide documentary proof of compliance when requested.

### **Major Subcontractors**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

### **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

### **Disclosures**

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48104

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Proposal, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this proposal is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Bidder's/Contractor Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Printed Name of Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Bid Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal is authorized to execute contracts.

\*A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this Bid, is authorized to execute contract on behalf of the LLC.

\* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

\* An individual, whose signature with address, is affixed to this proposal: \_\_\_\_\_  
(initial here)



BID FORMS  
DEMOLITION OF FARMHOUSE, BARNS AND OUTBUILDINGS AT WHEELER  
SERVICE CENTER  
BID #4268

**Base Bid**

<u>Item</u>	<u>Description</u>	<u>Item Price</u>
1.	Mobilization and Demobilization	\$ _____
2.	Permits and Project Administration	\$ _____
3.	Demolition and Excavation	\$ _____
4.	Lead and Asbestos Abatement	\$ _____
5.	Site Grading and Restoration	\$ _____

**TOTAL BASE BID:**

\$ \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Use words Use Numbers

BID FORMS

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-1, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_

BID FORM

Section 4 - Major Subcontractors

For purposes of this contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Demolition Contractors who will be subcontracting asbestos abatement and/or any disposal work must list their proposed subcontractors below. All Asbestos abatement subcontractors must meet the qualifications listed in the bid document and be approved by the City.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder \_\_\_\_\_

BID FORM

Section 5 – References

List below a minimum of five (5) similar projects completed within the last five (5) years. Include the name of the project, the name of the project Owner, a telephone number or email address for the Owner and a brief description of the project work.

1. Project Name: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Information: \_\_\_\_\_  
Project Description: \_\_\_\_\_
  
2. Project Name: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Information: \_\_\_\_\_  
Project Description: \_\_\_\_\_
  
3. Project Name: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Information: \_\_\_\_\_  
Project Description: \_\_\_\_\_
  
4. Project Name: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Information: \_\_\_\_\_  
Project Description: \_\_\_\_\_
  
5. Project Name: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Owner Contact Information: \_\_\_\_\_  
Project Description: \_\_\_\_\_

## CONTRACT

THIS AGREEMENT is made on \_\_\_\_\_, 201\_\_ between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron St., Ann Arbor, Michigan 48104 (“City”) and \_\_\_\_\_ (“Contractor”).

Based upon the mutual promises below, the Contractor and the City agree as follows:

### ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled “DEMOLITION OF FARMHOUSE, BARNs AND OUTBUILDINGS AT WHEELER SERVICE CENTER” in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract	General Conditions
Compliance Forms	Standard Specifications
Living Wage Declaration of	Detailed Specifications
Compliance Forms	Plans
(if applicable)	Addenda
Bid Forms	
Proposal	
Contract and Exhibits	
Bonds	

### ARTICLE II - Definitions

Administering Service area means Public Services Unit

Supervising Professional means Craig Hupy or other persons acting under the authorization of the Director of the Administering Department.

Project means **Demolition of Farmhouse, Barns And Outbuildings At Wheeler Service Center - Bid No. 4268**

### ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed within **180** consecutive calendar days.
- (C) Failure to complete all the work within the time specified above, including any

extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$300.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

As an independent requirement, where the Detailed Specifications identify certain portions of the work to be completed within a shorter period of time and the Contractor fails to complete each portion within the shorter period specified for each portion, including any extension granted in writing by the Project Supervisor, the City is entitled to deduct from the monies due the Contractor, as liquidated damages and not as a penalty, the amount identified in the Detailed Specifications for each portion of the work not timely completed for each calendar day of delay in completion of each portion of the work.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Liquidated damages under this section are in addition to any liquidated damages due under Section 5 of the General Conditions.

#### ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated total of:

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Use words

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Use numbers

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the contract documents.

#### ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

#### ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

## ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

## ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing..

## ARTICLE IX - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

## ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.



**FOR CONTRACTOR**

By: \_\_\_\_\_

Its: President

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Craig Hupy, Public Services Area  
Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) \_\_\_\_\_ (referred to as "Principal"), and \_\_\_\_\_, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ \_\_\_\_\_, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated \_\_\_\_\_, 201\_\_ for: **Demolition of Farmhouse, Barns And Outbuildings At Wheeler Service Center, ITB-4268** and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
  - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

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

LABOR AND MATERIAL BOND

- (1) \_\_\_\_\_ of \_\_\_\_\_,  
(referred to as "Principal"), and \_\_\_\_\_,  
a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ \_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City, dated \_\_\_\_\_, 201\_\_\_\_ for: **Demolition Of Farmhouse, Barns And Outbuildings At Wheeler Service Center, ITB-4268**; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Its \_\_\_\_\_  
(Title of Office)

Approved as to form:

Name and address of agent:

\_\_\_\_\_  
Stephen K. Postema, City Attorney

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

## **GENERAL CONDITIONS**

### **Section 1 - Execution, Correlation and Intent of Documents**

The contract documents shall be signed in 3 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Drawings/Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Proposal.

### **Section 2 - Order of Completion**

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

### **Section 3 - Familiarity with Work**

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

## **Section 4 - Wage Requirements**

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

### **1:815. Living Wages Required.**

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$11.83 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$13.19 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2012, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the year 2012. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior

calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

### **Section 5 - Non-Discrimination**

The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

#### **9:161 NONDISCRIMINATION BY CITY CONTRACTORS**

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
  - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

## **Section 6 - Materials, Appliances, Employees**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

## **Section 7 - Qualifications for Employment**

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

## **Section 8 - Royalties and Patents**

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

## **Section 9 - Permits and Regulations**

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.



## **Section 10 - Protection of the Public and of Work and Property**

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

## **Section 11 - Inspection of Work**

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

## **Section 12 - Superintendence**

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

## **Section 13 - Changes in the Work**

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

## **Section 14 - Extension of Time**

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

### **Section 15 - Claims for Extra Cost**

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

### **Section 16 - Progress Payments**

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

### **Section 17 - Deductions for Uncorrected Work**

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

## **Section 18 - Correction of Work Before Final Payment**

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

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

## **Section 19 - Acceptance and Final Payment**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;

- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

### **Section 20 - Suspension of Work**

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

### **Section 21 - Delays and The City's Right to Terminate Contract**

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred.

The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

### **Section 22 - Contractor's Right to Terminate Contract**

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

### **Section 23 - City's Right to Do Work**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

### **Section 24 - Removal of Equipment and Supplies**

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

### **Section 25 - Responsibility for Work and Warranties**

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by

the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

### **Section 26 - Partial Completion and Acceptance**

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

### **Section 27 - Payments Withheld Prior to Final Acceptance of Work**

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

### **Section 28 - Contractor's Insurance**

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set



forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor.

Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company 's Key Rating Guide of ' A ' Overall and a minimum Financial Size Category of ' V '. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

### **Section 29 - Surety Bonds**

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

### **Section 30 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

### **Section 31 - Refusal to Obey Instructions**

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

### **Section 32 - Assignment**

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

### **Section 33 - Rights of Various Interests**

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

### **Section 34 - Subcontracts**

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

### **Section 35 - Supervising Professional's Status**

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

### **Section 36 - Supervising Professional's Decisions**

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

### **Section 37 - Storing Materials and Supplies**

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

### **Section 38 - Lands for Work**

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

### **Section 39 - Cleaning Up**

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

### **Section 40 - Salvage**

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

### **Section 41 - Night, Saturday or Sunday Work**

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

### **Section 42 - Sales Taxes**

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

**Section 43**

**CONTRACTOR'S DECLARATION**

I hereby declare that I have not, during the period \_\_\_\_\_, 201\_\_, to \_\_\_\_\_, 201\_\_, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ Contract \_\_\_\_\_ titled Demolition Of Farmhouse, Barns And Outbuildings At Wheeler Service Center, ITB-4268, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Past due invoices, if any, are listed below.

**Section 44**

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor, \_\_\_\_\_, represents that on \_\_\_\_\_ 201 \_\_, it was awarded a contract by the City of Ann Arbor, Michigan to \_\_\_\_\_ under the terms and conditions of a Contract titled Demolition Of Farmhouse, Barns And Outbuildings At Wheeler Service Center, ITB-4268. The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

Contractor

By \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title of Office)

Subscribed and sworn to before me, on this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_  
\_\_\_\_\_, \_\_\_\_\_ County, Michigan

Notary Public

My commission expires on: \_\_\_\_\_

## **STANDARD SPECIFICATIONS**

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

The Standard Specifications is available for public viewing on the City of Ann Arbor Website: [www.a2gov.org/government/publicservices/project\\_management/privatedev/Pages/Standardspecificationbook.aspx](http://www.a2gov.org/government/publicservices/project_management/privatedev/Pages/Standardspecificationbook.aspx)

## DETAILED SPECIFICATIONS

### **Mobilization and Demobilization**

Costs associated with bringing equipment to the site and removing equipment from the site, including transportation and labor, shall be included in the flat fee bid price for Mobilization and Demobilization.

### **Permits and Project Administration**

#### **A. Permits**

The Contractor shall be required to secure all necessary permits from applicable Township, County and State agencies. Anticipated permits include, but are not limited to:

City of Ann Arbor Right of Way Work Permit  
Pittsfield Charter Township Building and Planning Department demolition permits  
Pittsfield Charter Township Soil Erosion and Sedimentation Control permit  
State of Michigan Department of Environmental Quality Asbestos Notification form

Bids shall include all permit fees, disposal fees, material removals, disposal and restoration, and other direct charges in conjunction with the work as part of the stated flat fee in the bid submitted. Failure to include such fees and charges in the bid flat fee shall not relieve the bidder of responsibility for additional costs or the completion of the work at the flat fee bid price for Permits and Project Administration.

Any work associated with preparing the structures for demolition or actual demolition work may not occur on Saturday or Sunday without prior approval from the City of Ann Arbor Administrator and the Pittsfield Charter Township Supervisor. Furthermore, all work including soil erosion control, debris removal, grading and site restoration must be completed within 60 days of commencement.

#### **B. Utilities**

The contractor is responsible for coordinating disconnection of franchise utilities (natural gas, electric, telephone, cable television, etc.) with the franchise utility companies, and responsible for paying any fees the franchise utility charges for permanent disconnection and shall be included in the Contractor's flat fee bid price for Permits and Project Administration.

Costs associated with supplying electricity, sanitary facilities, potable water, or other temporary utilities not present on the site shall be included in the flat fee bid price for Permits and Project Administration.

#### **C. Soil Erosion and Sedimentation Control**

The Contractor shall install and maintain all necessary and required soil erosion control devices. Soil erosion and sedimentation control shall be in compliance with Pittsfield Charter Township standards, Washtenaw County regulations and State of Michigan law. Silt fence fabric shall be installed as a temporary erosion control measure at locations downhill of



excavations. Any other devices required by Pittsfield Charter Township shall be installed by the Contractor as a condition of meeting permit requirements set forth by the Township. Soil erosion control inspections will be conducted by Pittsfield Charter Township staff. The Contractor shall comply with all post-inspection corrections to soil erosion control devices ordered by Township staff. All costs associated with soil erosion/grading permits shall be the responsibility of the Contractor and included in the flat fee bid price for Permits and Project Administration.

#### D. Dust Control

The Contractor shall place and/or utilize necessary controls to contain dust and debris at the demolition site such that it does not travel to adjacent properties or the public Right-of-Way.

The Contractor shall apply water to surface areas lacking vegetation or hard surfacing as required, or at the direction of the Supervising Professional. All costs associated with containing and controlling dust shall be the responsibility of the Contractor and included in the flat fee bid price for Permits and Project Administration.

#### E. Site Safety and Security

The site shall be left in a safe condition at all times. Whenever the Contractor is off site, protective fencing shall be installed to prevent access to any open excavations and/or active remediation work areas on the site. The Contractor shall comply with MIOSHA standards for worker and site safety.

In order to prevent unauthorized inhabitation of any of the buildings on site during demolition work, the Contractor shall securely close up and/or lock all buildings opened which are not fully demolished during the course of work during the day.

All security and insurance provisions are the responsibility of the Contractor. The Contractor shall obtain and maintain insurance coverage as outlined in the General Conditions. All costs associated with maintaining site safety and security shall be included in the flat fee bid price for Permits and Project Administration.

### **Demolition and Excavation**

Demolition includes removal of all buildings, retaining walls, basement walls, foundations, footings and like subsurface structural elements, together with all walkways, driveways, gravel surfacing, rubble, trash, debris and vegetation, including root structure, in the vicinity of the structures on the site. The work also includes backfilling all excavations, grading disturbed areas to substantially meet pre-demolition grades, and restoring disturbed areas with topsoil, seed and mulch. There are five detached structures, three barns, one silo, approximately four unused foundations and several distinct piles of rubble located on the site.

The Contractor shall notify Owner prior to removing any trees from the site. Tree removals shall be limited to vegetation that must be removed in order to safely demolish buildings. Trees shall not be removed for the sake of the Contractor's convenience.

No on-site disposal or burning of demolition debris will be allowed.

## **Lead and Asbestos Abatement**

Asbestos and lead have been identified in the house and outbuildings, and shall be properly removed by the Contractor prior to beginning demolition at the site. All measures and methods required by local, State of Michigan, or Federal law shall apply with regard to removal and disposal of these and any other hazardous materials that are identified. All costs associated with addressing these materials shall be included in the bid flat fee. The Contractor shall provide the Supervising Professional with certified written receipts of appropriate/required disposal of hazardous materials as a condition of payment. Payment will not be made until the Supervising Professional has received such receipts. The results of the Phase I Environmental Site Assessment and the Pre-Demolition Building Survey (Asbestos and Lead-based paint) are available with these bid documents.

## **Site Grading and Restoration**

After removal of the demolished materials associated with the structures, all surfaces, including cuts, fills, embankments, and other areas which have been disturbed or damaged by construction operations, shall be graded to substantially meet pre-demolition grades. The Contractor shall make every effort to grade the site such as to provide positive drainage across backfilled areas. Final grades and surfaces shall be smooth, even, and free from clods and stones, weeds, brush and other debris. All equipment labor and supplying of backfill materials will be at the Contractor's expense and shall be included in the bid flat fee for Site Grading and Restoration.

Backfill of excavations shall consist of clean materials free from contamination, organic matter, debris, large stones, or other deleterious materials. Backfill outside of the road influence may be imported clay or granular materials for filling from the bottom of the excavation to within 4" of the final grade. Backfill within the road influence shall be granular material, meeting the requirements of MDOT Class II, for filling from the bottom of the excavation to within 4" of the final grade.

All disturbed areas of the site shall be restored with 4" of topsoil and seeded with MDOT TUF grass seed mix per MDOT 2012 Standard Specifications for Construction Section 917.12 and applied at the rates specified in MDOT Section 816.03. Topsoil shall be good quality loamy topsoil, free from lumps, sod, stones and other debris greater than 1", and approved by the Supervising Professional. Mulch shall be placed on top of seeded areas, and shall be clean, grain-free straw meeting the requirements of MDOT Section 917.15.

## **Salvage Operations**

The Contractor may endeavor to salvage materials found on the demolition site, at his own expense. Items of value noted during initial City inspection include two pottery kilns, a number of antique bicycles and various auto parts. A less cursory inspection of the contents of outbuildings may reveal other items with salvage value. The wood from the barn structures may also be of value for salvage. Additional time will not be added to the contract for the purpose of salvage operations.

## **Off-site Damage During Demolition Operations**

Any damage to the surrounding Wheeler Service Center access drive or the public roadway

pavement surface caused by associated demolition work must be restored to a condition equal to or better than its condition prior to demolition operation, to the satisfaction of the City at the Contractor's expense.

## APPENDIX A

### CONTRACT COMPLIANCE & LIVING WAGE FORMS

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations where applicable)*

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
(Street address) (City) (State) (Zip) (Area Code)

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

## City of Ann Arbor Procurement Office

### INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM

#### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

#### To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
    - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

#### **For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014**

**\$12.52** per hour

If the employer provides health  
care benefits\*

**\$13.96** per hour

If the employer does **NOT**  
provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

**ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact  
Karen Lancaster at 734/794-6500 or [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org)**



**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:*

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.  
\_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

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

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form? Please contact:**

Procurement Office City of Ann Arbor  
Phone: 734/794-6500

## APPENDIX B

### FAIR EMPLOYMENT PRACTICE

## FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

### 9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
  - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
  - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

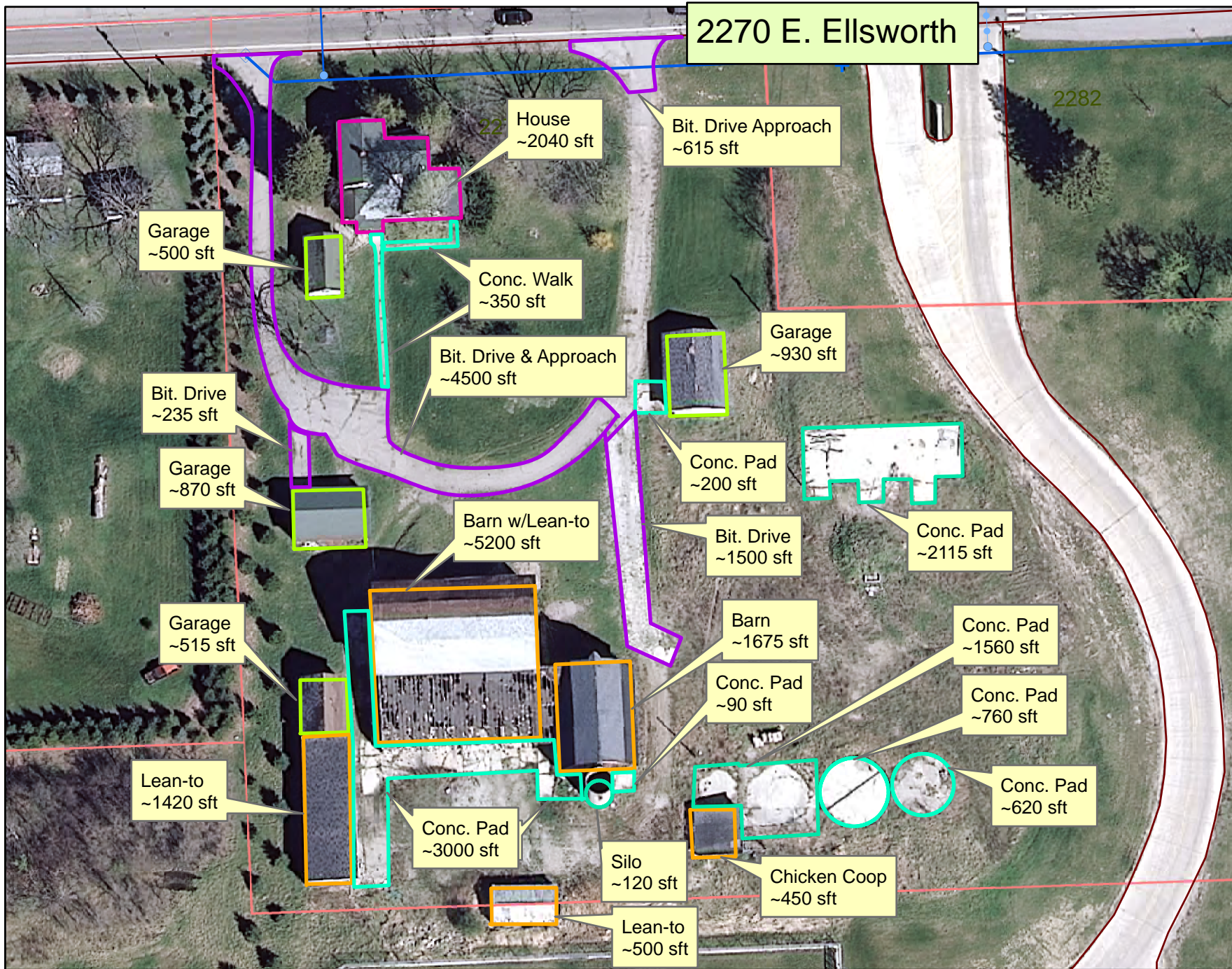
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

## APPENDIX C

### SITE SKETCH



N

(No Scale)



## APPENDIX D

### LEAD AND ASBESTOS SURVEY



124 W. Summit Street E., Suite E  
Ann Arbor, MI 48103  
734-213-6702  
734-213-6703 Fax  
[www.trimediaee.com](http://www.trimediaee.com)

**Sent Via Electronic Mail**

April 15, 2013

Ms. Nichole Woodward, P.E.  
Field Operations  
City of Ann Arbor  
301 East Huron Street  
Ann Arbor, Michigan 48107

Re: *Summary Report* – Demolition Asbestos and Lead Surveys at 2270 Ellsworth Rd (Wheeler Farm), Ann Arbor, Washtenaw County, Michigan  
TriMedia Project Number 2013-052

Dear Ms. Woodward:

TriMedia Environmental and Engineering Services, LLC (TriMedia) has prepared this correspondence to summarize sampling of building materials suspected of containing asbestos and lead/cadmium at 2270 Ellsworth Rd (Wheeler Farm), Ann Arbor, Washtenaw County, Michigan (Site). The survey was performed to assist the City of Ann Arbor in its evaluation of materials potentially containing asbestos and lead/cadmium prior to demolition activities, and to reduce occupational exposure to these potentially harmful materials. The Michigan Department of Licensing and Regulatory Affairs (LARA) requires a building survey for asbestos and lead/cadmium paint be completed prior to renovation or demolition activities. An inspection for the presence of asbestos is also required by National Emission Standards for Hazardous Air Pollutants (NESHAP), Title 40 of the Code of Federal Regulations (CFR), Part 61, Subpart M, for renovation and demolition projects. This correspondence also includes a summary of analytical laboratory results and pertinent recommendations for the Site.

As you are aware, TriMedia personnel were on-site on March 28, 2013, to collect representative samples of suspect asbestos/lead/cadmium-containing building materials. Mr. Eric Sajtar and Mr. James DeLiefde, State of Michigan Accredited Asbestos Building Inspectors, conducted the survey. TriMedia identified suspect asbestos/lead/cadmium-containing materials and homogeneous areas for the purpose of collecting the required number of representative samples from each homogeneous material. The asbestos survey was completed in general accordance with the Asbestos Hazard Emergency Response Act (AHERA).

**ASBESTOS SURVEY**

During the survey conducted by TriMedia, various suspect materials were identified. Materials sampled at the site included, but were not limited to: roofing materials, window glaze, caulk, ducting, gaskets, insulation, drywall, drywall joint compound, plaster, wall paper, ceiling tile, siding, vinyl floor tile, linoleum and associated mastic. TriMedia collected 99 samples total, properly containerized each sample in a sealable bag; labeled each sample with the material sampled, sample location, and a unique sample number; and shipped the samples to EMSL Analytical, Inc. (EMSL) in Cinnaminson, NJ for analysis utilizing polarized light microscopy techniques. Analytical laboratory results were received on April 11, 2013.

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Regional Offices

Marquette, Michigan

Ann Arbor, Michigan

Ft. Atkinson, Wisconsin

Phoenix, Arizona



**Final analytical results indicate that several caulks, window glaze, house siding and a furnace gasket contain regulated quantities of asbestos.** Asbestos-containing materials and non asbestos-containing materials have been outlined in Table 1A: Asbestos-Containing Materials, Table 1B: Sampled Materials NOT Containing Asbestos and the attached EMSL analytical report (EMSL Order: 041307881). Refer to the attached Figures 2 – 5 and photologs for sample locations.

TriMedia made every reasonable attempt to access all areas of the house and outer buildings, including examining the plenum space and wall cavities and inspecting thermal systems insulation. However, as with all asbestos inspections, there exists the potential for discovering additional suspect materials not addressed by this report during renovation or demolition activities. In the event that additional materials which have the potential to contain asbestos are identified during on-site activities, such materials must be sampled before being further disturbed. Note electrical system components (wire, boxes, outlets, fixtures, etc.) were not disturbed or sampled because the City could not verify if electrical service was active at the time of the survey.

#### **DEMOLITION REQUIREMENTS RELATED TO ASBESTOS PRESENT**

Asbestos Containing Materials (ACM) is classified as follows (NESHAP Section 61.141):

1. *Category I nonfriable asbestos-containing material (ACM)* means asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using Polarized Light Microscopy (PLM, method specified in Appendix E, Subpart E, 40 CFR, Part 763).
2. *Category II nonfriable ACM* means any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
3. *Friable ACM* means any material containing more than 1 percent asbestos as determined by PLM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
4. *Nonfriable ACM* means any material containing more than 1 percent asbestos as determined using PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
5. *Regulated asbestos containing material (RACM)* means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

If a facility to be demolished contains RACM at or above the threshold, NESHAP requires the RACM be removed prior to demolition. Asbestos containing siding, caulks, and a furnace gasket found on the house were generally in good condition (nonfriable Categories I & II). However, these materials require abatement prior to demolition because they have a high probability of becoming friable (crumbled, pulverized, or reduced to powder) during demolition activities. Additionally, window glazes on the house and G4 (white garage on eastern edge of property) are classified as RACM which also require abatement prior to demolition.

A Notification of Intent to Renovate or Demolish must be submitted to LARA and the Michigan Department of Environmental Quality (MDEQ) 10 working days prior to beginning demolition, even if there is no asbestos containing materials in the facility. NESHAP does not require removal of RACM in a demolition if the amount is below the threshold quantities (260 linear feet on pipes, 160 square feet on other facility components, or 35 cubic feet). However, if ACM is not abated prior to demolition, all demolition debris must be handled, transported, and disposed as ACM.

#### **LEAD/CADMIUM SURVEY**

TriMedia collected thirty (30) paint chip samples from each homogeneous paint type of the buildings, as determined by appearance and location; seventeen (17) samples were collected from the exterior coatings and thirteen (13) samples were collected from interior coatings. Each sample was properly containerized in a sealable bag and shipped to EMSL for analysis of total lead and cadmium via EPA Method 7000B and 7130, respectively. **Eighteen (18) of the paint chip samples exhibited lead concentrations above the reporting limit, and three (3) of the samples exhibited cadmium concentrations above the reporting limit.** Concentrations of lead/cadmium detected in the paint have been detailed in the enclosed Table 2: Lead & Cadmium Results. Complete analytical laboratory results for samples collected for lead and cadmium analysis are enclosed with this correspondence. Refer to the attached Figures 2 – 5, Table 2, and the photolog for locations of paint samples collected at the Site.

Paint-containing hazardous metals are generally managed in place until demolition or renovation. Detection of lead and/or cadmium-containing paint initiates Michigan Administrative Code Part 603 - *Lead Exposure in Construction* and Part 309 – *Cadmium*. Requirements for employees potentially exposed to lead and/or cadmium include:

- For contractors undertaking demolition or disturbing painted surfaces containing lead/cadmium during initial demolition activities, development of an Exposure Assessment, as detailed in the Part 603 and Part 309 rules, should be completed.
- Contractors are required to ensure that all employees who may be exposed to lead or cadmium are provided with appropriate training and protection pursuant to Part 603, *Lead Exposure in Construction* and Part 309 - *Cadmium*.

- Contractors must designate a “competent person” to determine the applicability of the rules by determining whether lead is present in the workplace and assessing the possibility that employee exposures will be at or above the action level (eight-hour time-weighted average):
  - 30 micrograms of lead per cubic meter of air; and
  - 2.5 micrograms of cadmium per cubic meter of air.
  
- In addition, the employer must:
  - Provide a medical surveillance program;
  - Complete an Exposure Assessment;
  - Establish a written compliance/training program for employees working where lead or cadmium paint is present; and,
  - Provide interim protection until levels of lead/cadmium are shown to be below the action level (Negative Exposure Assessment).

Note that an Exposure Assessment showing that employees were not exposed above the action level could be used as a Negative Exposure Assessment for future projects which will have equivalent tasks and lead/cadmium levels; and use equivalent equipment, processes, controls, and personnel.

### **RECOMMENDED ACTIONS**

The asbestos-containing building materials which could be impacted (i.e., made friable) by the planned demolition activities must be abated by a licensed State of Michigan asbestos abatement contractor. TriMedia is prepared to assist the City of Ann Arbor in developing a scope-of-work for asbestos abatement and associated abatement specifications and selecting an asbestos abatement contractor to perform abatement of all accessible friable and non-friable ACM prior to demolition of the buildings. In addition, TriMedia can prepare the Notification of Intent to Renovate or Demolish for submittal to the MDEQ Air Quality Division for the building demolition in accordance with applicable state regulations and guidance documents.

Additionally, TriMedia can ensure, and if necessary, provide asbestos awareness and lead hazard awareness training for all personnel working on the demolition project in accordance to the Asbestos in Construction Standard (Part 602 - 29 CFR 1926.1101), Lead Exposure in Construction Standard (Part 603 - 29 CFR 1926.62), and Cadmium in Construction Standard (Part 309 - 29 CFR 1926.1127). Asbestos Awareness training is required for employees whose work activities may contact ACM or presumed ACM but do not disturb the ACM or presumed asbestos containing material (PACM) during their work activities. This training consists of information regarding asbestos and its various uses and forms and also includes information on the health effects associated with asbestos exposure. Training for lead awareness includes general worker recognition and health hazards associated with exposure to lead or other heavy metals in the work place.

Ms. Nichole Woodward, P.E.  
Field Operations  
City of Ann Arbor  
April 15, 2013  
Page 5

To comply with the Lead and Cadmium Exposure in Construction Standards, an exposure assessment should be performed during demolition or renovation activities to assess employee exposure to lead/cadmium concentrations during each specific work task. TriMedia is prepared to conduct an exposure assessment and personnel monitoring as applicable for demolition work activities to comply with State and Federal requirements.

Should you have any questions or comments regarding this correspondence or the project in general, please do not hesitate to contact me at 734-213-6702. On behalf of the professional staff at TriMedia, thank you for the opportunity to be of service.

Sincerely,  
TriMedia Environmental and Engineering Services, LLC



Eric T. Sajtar, M.S., P.E.  
Project Environmental Engineer

JAD/ets/rrl/cmt  
Enclosures (13):

- Table 1A: Asbestos-Containing Materials
- Table 1B: Sampled Materials NOT containing Asbestos
- Table 2: Lead & Cadmium Results
- Figure 1: Site Diagram
- Figure 2: ACBM and LBP Sample Locations
- Figure 3: House Interior 1<sup>st</sup> Floor ACBM and LBP Sample Locations
- Figure 4: House Interior 2<sup>nd</sup> Floor ACBM and LBP Sample Locations
- Figure 5: House Exterior Floor ACBM and LBP Sample Locations
- Photo Log
- Analytical Results - Asbestos, EMSL Order: 041307881
- Chain of Custody - Asbestos
- Analytical Results - Lead/Cadmium, EMSL Order: 201303010
- Chain of Custody - Lead/Cadmium

TriMedia Project File 2011-034

G:\Projects\2013\2013-052 City of Ann Arbor - Wheeler Farm Asbestos & Lead Survey\Reports\130415 Asbestos Report.doc

**Table 1A: Asbestos-Containing Materials**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, Michigan**

TriMedia Project: 2013-052

EMSL Lab Report 041307881

Material & Asbestos Content	Friable	Nonfriable Category		Laboratory Sample ID	Description	Location	Approximate Quantity	Condition & Comments
		I	II					
Caulk / 2% Chrysotile			x	11	H-WC1, Window Caulk, Gray	West Kitchen Window	1 Window	Good Condition
Gasket / 40% Chrysotile		x		21	FG-1, West Furnace Gasket, Gray	Basement	1 Gasket	Good Condition
Siding / 20% Chrysotile			x	43	Siding, House Exterior, Gray/White	Exterior House	~ 5,100 S.F.	Good Condition
Caulk / 3% Chrysotile			x	46	H-EC1, Window Caulk, House Windows within East Porch, Tan	East Porch	3 Windows	Poor Condition
Caulk / 6% Chrysotile			x	47	H-EC2, Exterior Vent Caulk, Tan	West House Exterior	1 Vent	Poor Condition
Caulk / 2% Chrysotile			x	48	H-EC3, South Porch Window for West Kitchen, Tan	South House Exterior	1 Window	Poor Condition
Caulk, 3% Chrysotile			x	51	H-EC6, South Porch Roof Wood Trim Attached To House, Gray	House Exterior	20 Linear Feet	Poor Condition
Glaze / 5% Chrysotile	x			53	H-WG1, Window Glaze on 8 Pane Windows on West and North Faces of House, White	House	14 Windows	Poor Condition
Glaze / 2% Chrysotile	x			74	G4-WG1, Window Glaze, Tan	G4 - East Garage	8 Windows	Poor Condition

**Table 1B: Sampled Materials NOT Containing Asbestos**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, Michigan**  
 TriMedia Project: 2013-052  
 EMSL Lab Report 041307881

<b>Material &amp; Asbestos Content</b>	<b>Laboratory Sample ID</b>	<b>Description</b>	<b>Location</b>	<b>Condition &amp; Comments</b>
Counter Top / ND	1	H-C1, Kitchen Counter Top, Gray	West Kitchen	Good Condition
Counter Top / ND	2	H-C2, Kitchen Counter Top, Beige	West Kitchen	Good Condition
Counter Top / ND	3	H-C3, Kitchen Counter Top, Tan	East Kitchen	Good Condition
Ceiling Tile / ND	4	H-CT1 Kitchen Ceiling Tile, Brown/White	West Kitchen	Good Condition
Ceiling Tile / ND	5	H-CT2 Kitchen Ceiling Tile, White/Yellow	East Kitchen	Good Condition
Ceiling Tile / ND	6-1	H-CT3 Ceiling Tile, Brown/White (Above H-CT2)	East Kitchen	Good Condition
Ceiling Tile / ND	6-2	H-CT3 Ceiling Tile, Brown/White (Above H-CT2)	East Kitchen	Good Condition
Wallpaper / ND	7	H-WP1 Kitchen Wallpaper, Beige	West Kitchen	Good Condition
Wallpaper / ND	8	H-WP2 Kitchen Wallpaper, Beige	East Kitchen	Good Condition
Drywall / ND	9-1	H-DW1 Kitchen Drywall, Gray	West Kitchen	Good Condition
Flooring / ND	10	H-L1 Kitchen Flooring, Beige	West Kitchen	Good Condition
Caulk / ND	12	H-WC2 Kitchen, White	East Kitchen Window	Good Condition
Plaster Base Coat / ND	13-Base Coat	H-P1, Kitchen, Plaster, Gray	West Kitchen	Good Condition
Plaster Skim Coat / ND	13-Skim Coat	H-P1, Kitchen, Plaster, White	West Kitchen	Good Condition
Plaster Base Coat / ND	14-Base Coat	H-P2, Plaster, Gray	Parlor	Good Condition
Plaster Skim Coat / ND	14-Skim Coat	H-P2, Plaster, White	Parlor	Good Condition
Plaster Base Coat / ND	15-Base Coat	H-P3, Tub, Plaster, Gray	First Floor Bathroom	Good Condition
Plaster Skim Coat / ND	15-Skim Coat	H-P3, Tub, Plaster, White	First Floor Bathroom	Good Condition
Ceiling Tile / ND	16-Ceiling Tile	H-CT4, Ceiling Tile, Brown/White	Parlor	Good Condition
Mastic / ND	16-Ceiling Tile Mastic	H-CT4, Mastic, Brown	Parlor	Good Condition
Caulk / ND	17	H-WC3, Window Caulk, White	Parlor	Good Condition
Caulk / ND	18	H-WC4, Window Caulk, Gray	Parlor	Good Condition

**Table 1B: Sampled Materials NOT Containing Asbestos**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, Michigan**  
 TriMedia Project: 2013-052  
 EMSL Lab Report 041307881

<b>Material &amp; Asbestos Content</b>	<b>Laboratory Sample ID</b>	<b>Description</b>	<b>Location</b>	<b>Condition &amp; Comments</b>
Caulk / ND	19	H-IC1, Sink Caulk	First Floor Bathroom	Good Condition
Flooring / ND	20	H-L2, Lanolium, Beige	First Floor Bathroom	Good Condition
Gasket / ND	22	FG-2, North Gasket Furnace, Gray	Basement	Good Condition
Tub Backing/ ND	23	Tub Backing 1 (H-TB1), Gray	First Floor Bathroom	Good Condition
Wallpaper / ND	24	H-WP, Tan/Blue	Dining Room Closet	Good Condition
Wallpaper / ND	25	H-WP3, White	Dining Room and Living Room	Good Condition
Wallpaper / ND	26	H-WP4, Tan	Bedroom 1	Good Condition
Wall Board / ND	27	H-WB1, Brown/White	Dining Room Closet	Good Condition
Plaster / ND	28	H-P4, Plaster, White	Stairway	Good Condition
Drywall / ND	29	H-DW2	First Floor Bathroom	Good Condition
Caulk / ND	30	H-IC2, Sink and Tub Caulk, White	Second Floor Bathroom	Good Condition
Flooring / ND	31	VFT-1, Vinyl Floor Tile, Grey/Black	Second Floor Bathroom	Good Condition
Counter Top / ND	32	H-C4, Counter Top, Brown	Second Floor Kitchen	Good Condition
Insulation / ND	33	Attic Insulation (Mineral Wool)	Attic	Good Condition
Flooring / ND	34	H-L3, Lanolium, Beige	Bedroom 4	Good Condition
Wallpaper / ND	35	H-WP5, Various Colors	Bedroom 3	Good Condition
Wallpaper / ND	36	H-WP6, Various Colors	Second Floor Kitchen	Good Condition
Wallpaper / ND	37	H-WP7, Blue	Second Floor Bathroom	Good Condition
Wallpaper / ND	38	H-WP8, Under Ceiling Tile, Brown	Second Floor Landing	Good Condition
Ceiling Tile / ND	39	H-CT5, Brown/White	Second Floor Landing	Good Condition
Drywall / ND	40	H-DW3, White	Second Floor Bathroom	Good Condition
Plaster Base Coat / ND	41-Base Coat	H-P5, Gray	Bedroom 2	Good Condition

**Table 1B: Sampled Materials NOT Containing Asbestos**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, Michigan**  
 TriMedia Project: 2013-052  
 EMSL Lab Report 041307881

<b>Material &amp; Asbestos Content</b>	<b>Laboratory Sample ID</b>	<b>Description</b>	<b>Location</b>	<b>Condition &amp; Comments</b>
Plaster Skim Coat / ND	41-Skim Coat	H-P5, White	Bedroom 2	Good Condition
Plaster Base Coat / ND	42-Base Coat	H-P6, Gray	Bedroom 3	Good Condition
Plaster Skim Coat / ND	42-Skim Coat	H-P6, White	Bedroom 3	Good Condition
Tar / ND	44	H-RT1, Roof Tar, Black	House Roof	Good Condition
Exterior Insulation / ND	45	Under Exterior House Siding, Black	House Exterior	Good Condition
Caulk / ND	49	H-EC4, East Porch Windows, Brown	East Porch	Good Condition
Caulk / ND	50	H-EC5, 8 Pain Windows, West and North Face of House, Clear	House Exterior	Good Condition
Caulk / ND	52	H-EC7, Furnace Stack, Eastern side of House Roof	House Roof	Good Condition
Shingles / ND	54	H-R1, Shingle on South Western Roof, White/Black	House Roof	Good Condition
Shingles / ND	55	H-R2, Shingle on South Western Roof, Green/Black	House Roof	Good Condition
Roofing Paper / ND	56	H-R3, Roofing Paper Under H-R1 and H-R2, Black	House Roof	Good Condition
Shingles / ND	57-Shingle	H-R4, Shingles and Paper, Old Green/Black, South Porch Roof	House Roof	Good Condition
Roofing Paper / ND	57-Felt	H-R4, Shingles and Paper, Old Green/Black, South Porch Roof	House Roof	Good Condition
Rubber Black Roofing / ND	58	H-R5, Rubber Roofing, South Western Roof about West Kitchen, Black	House Roof	Good Condition
Shingles / ND	59	H-R6, Shingles, Black/Green	Some on South Kitchen Roof, but Mainly Entire House	Good Condition
Shingles / ND	60	H-R7, Roll On Shingles, South Facing Roof, Gray	House Roof	Good Condition
Shingles / ND	61	G-1R, G1 Roof, Black	G1 Roof	Good Condition
Roofing / ND	62	G2-R1, Felt, Roof, Black	G2 Roof	Good Condition
Shingles / ND	63	G2-R2, Roof, Black/Green	G2 Roof	Good Condition
Shingles / ND	64	G3-R1, Black	G3 Roof	Good Condition
Peg Board / ND	65	G3-PB, Peg Board In G3, Brown/White	G3	Good Condition
Shingles / ND	66-Shingle	L1-R1, Black Shingle, Roof	L1	Good Condition



**Table 1B: Sampled Materials NOT Containing Asbestos**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, Michigan**  
 TriMedia Project: 2013-052  
 EMSL Lab Report 041307881

<b>Material &amp; Asbestos Content</b>	<b>Laboratory Sample ID</b>	<b>Description</b>	<b>Location</b>	<b>Condition &amp; Comments</b>
Roofing Felt/ ND	66-Felt	L1-R1, Black Felt, Roof	L1	Good Condition
Glaze / ND	67	G3-WG1, Tan	G3	Good Condition
Shingles / ND	68	B-R1, Brown/Black	B	Good Condition
Glaze / ND	69	B-WG1, White	B	Good Condition
Shingles / ND	70	BL-R1, Gray/Black	BL	Good Condition
Shingles / ND	71	BL-R2, Red/Black	BL	Good Condition
Caulk / ND	72	CC-WG1, Caulk, Clear	CC	Good Condition
Shingles / ND	73-Shingle	CC-R1, Black	CC	Good Condition
Felt / ND	73-Felt	CC-R1, Black	CC	Good Condition
Shingles / ND	75	G4-R1, Black	G4	Good Condition

**Table 2: Lead & Cadmium Results**  
**2270 Ellsworth Road (Wheeler Farm) Ann Arbor, MI**  
 TriMedia Project: 2013-052  
 EMSL Lab Report 201303010

General Location	Laboratory Sample ID	Description	Total Lead (% wt)	Total Cadmium (% wt)
Interior	0001	P-1 West Kitchen Blue	3.9	0.0260
	0002	P-2 West Kitchen Cream	2.4	0.0130
	0003	P-3 East Kitchen Yellow	0.064	0.0030
	0004	P-4 East Kitchen White	<0.029	<0.0071
	0005	P-5 First Floor Bathroom White	0.24	<0.0025
	0006	P-6 Staircase Trim Brown	30	<0.0100
	0007	P-7 Bedroom 2 Greenish Blue	0.22	<0.0025
	0008	P-8 Bedroom 2 White	2.3	<0.0025
	0009	P-9 Bedroom 3 Purple	0.023	<0.0025
	0010	P-10 Second Floor Kitchen White	0.024	<0.0025
	0011	P-11 Second Floor Bathroom White	<0.011	<0.0028
	0012	P-12 Upstairs Ceiling White	0.037	<0.0025
	0017	P-17 Bedroom 1 Closet White	<0.042	<0.0100
Exterior	0013	P-13 Back Porch Light Blue	0.058	<0.0025
	0014	P-14 Outer House White	0.16	<0.0025
	0015	P-15 Enclosed Porch Red	<0.078	<0.0200
	0016	P-16 Front Porch Green	0.19	<0.0074
	0018	G-1 Exterior White	<0.010	<0.0025
	0019	G-2 P-1 Exterior Red	<0.020	<0.0050
	0020	G-2 P-2 Exterior White	1.9	<0.0073
	0021	G3-P1 Exterior Red	0.042	<0.0038
	0022	G3-P2 Window Trim White	<0.024	<0.0059
	0023	L1-P1 Exterior Red	<0.049	<0.0120
	0024	L2-P1 White Trim	<0.061	<0.0150
	0025	B-P1 Exterior Red	0.17	<0.0025
	0026	B-P2 Interior White	<0.030	<0.0075
	0027	CC-P1 Exterior Red/White	<0.025	<0.0025
	0028	BL-P1 Exterior Red	0.45	<0.0071
	0029	BL-P2 Exterior White	1.1	<0.0120
	0030	G4-P1 Exterior White	<0.023	<0.0057

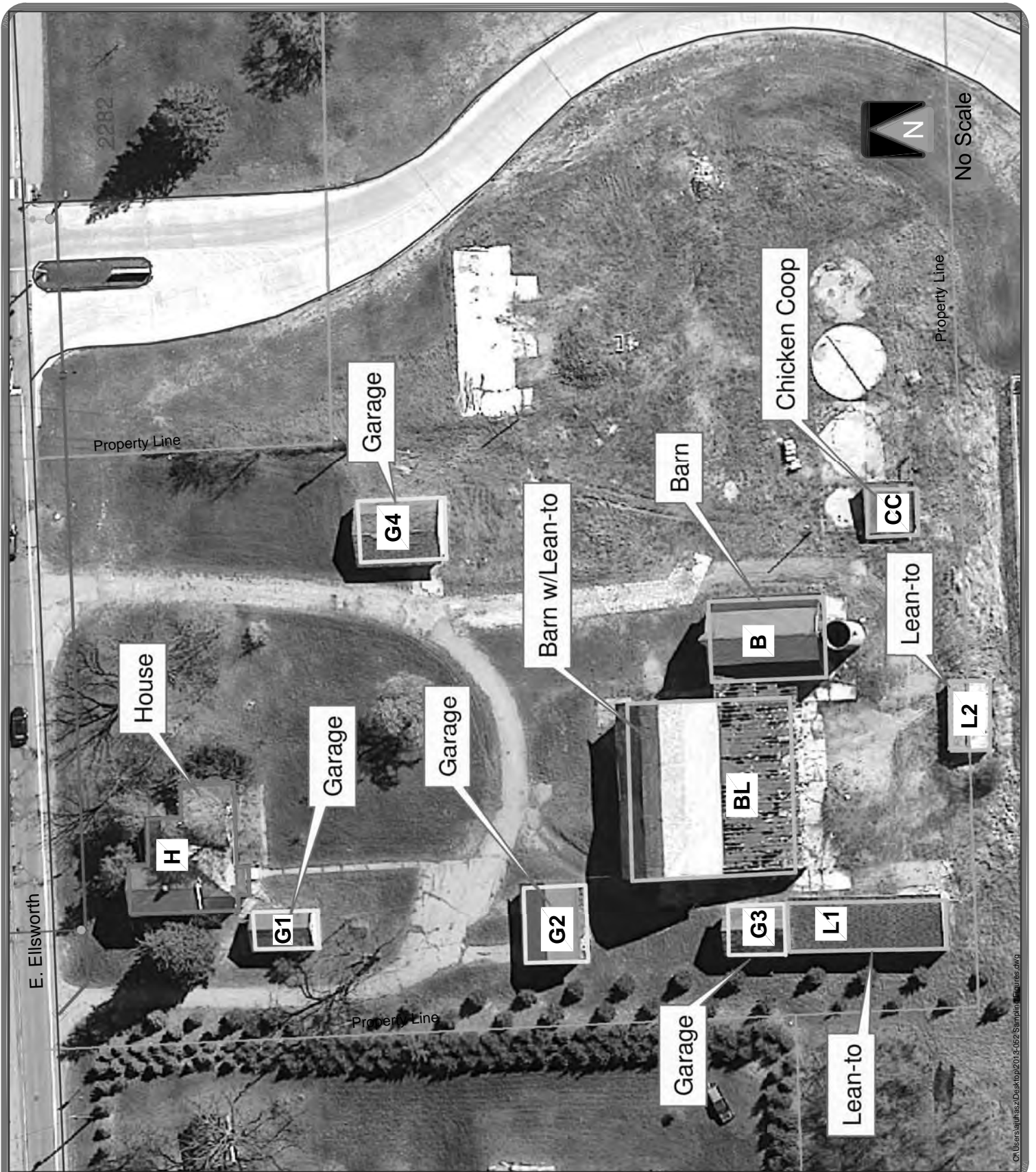


Figure 1: Site Diagram  
 Wheeler Farm Asbestos and Lead Survey  
 City of Ann Arbor  
 2270 E. Ellsworth  
 Ann Arbor, MI

PROJECT MGR: ETS  
 DRAWN: AEJ  
 CHECKED: ETS  
 APPROVED: ETS



PROJECT NO.: 2013-052  
 SCALE: NA  
 DATE: 4/1/13  
 FIGURE NO.: 1

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Figure 2: ACBM and LBP Sample Locations  
Wheeler Farm Asbestos and Lead Survey

City of Ann Arbor  
2270 E. Ellsworth  
Ann Arbor, MI

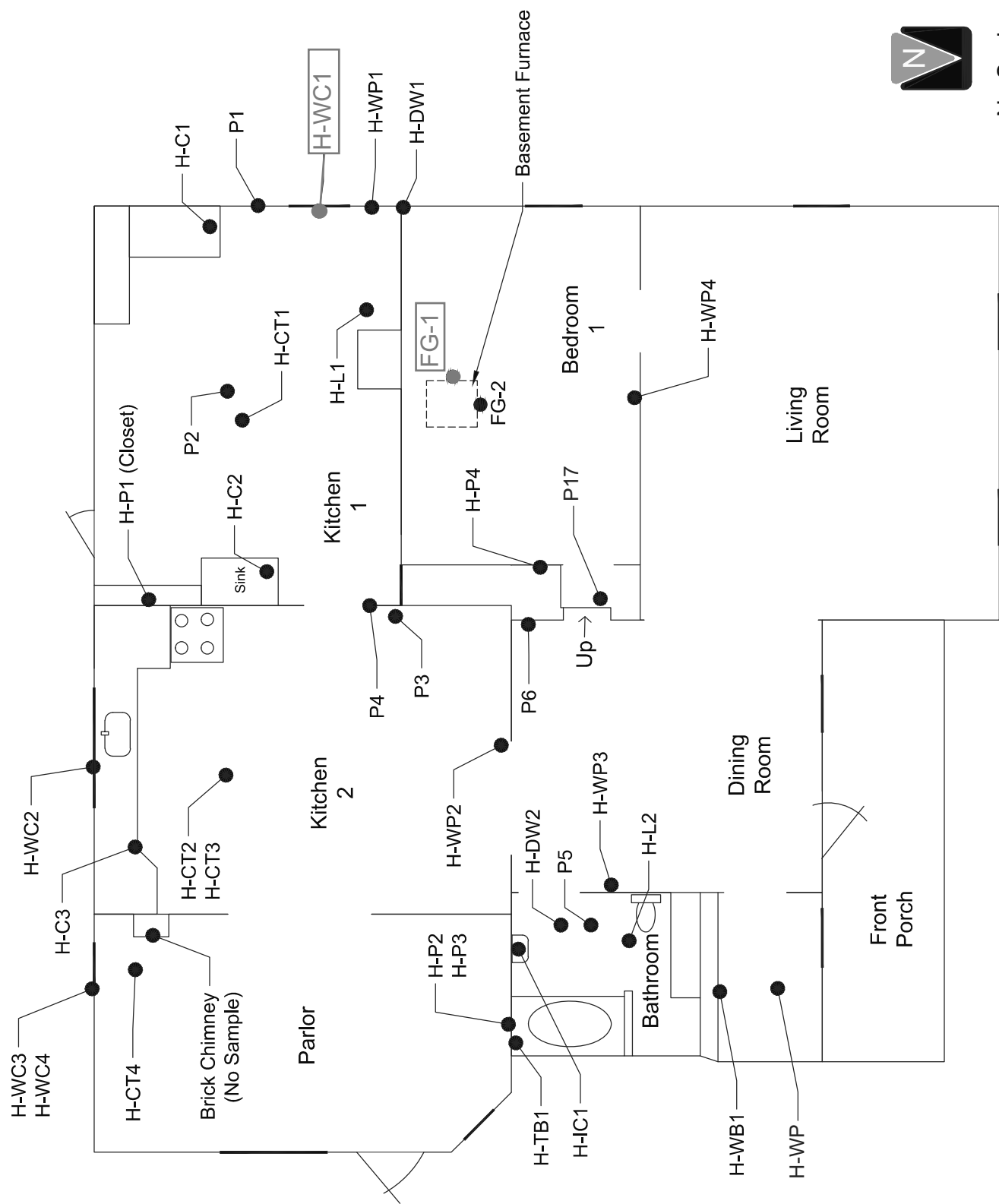
PROJECT MGR:	ETS
DRAWN:	AEJ
CHECKED:	ETS
APPROVED:	ETS



PROJECT NO.:	2013-052
SCALE:	NA
DATE:	4/1/13
FIGURE NO.:	2



No Scale



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Figure 3: House Interior 1st Floor ACBM & LBP Sample Locations  
Wheeler Farm Asbestos and Lead Survey

City of Ann Arbor  
2270 E. Ellsworth  
Ann Arbor, MI

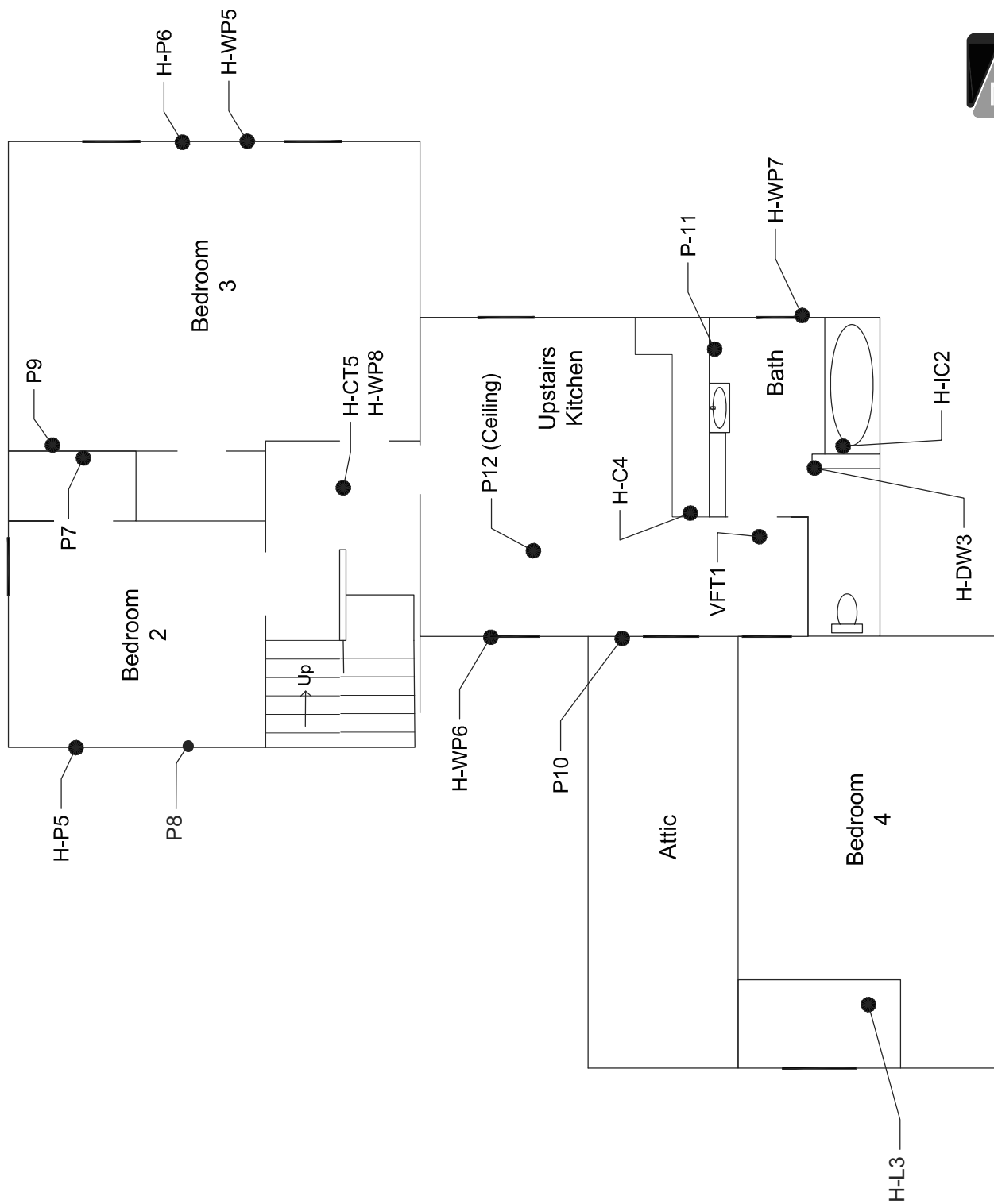
PROJECT MGR:	ETS
DRAWN:	AEJ
CHECKED:	ETS
APPROVED:	ETS



PROJECT NO.:	2013-052
SCALE:	NA
DATE:	4/1/13
FIGURE NO.:	3



No Scale



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Figure 4: House Interior 2nd Floor ACBM & LBP Sample Locations  
Wheeler Farm Asbestos and Lead Survey

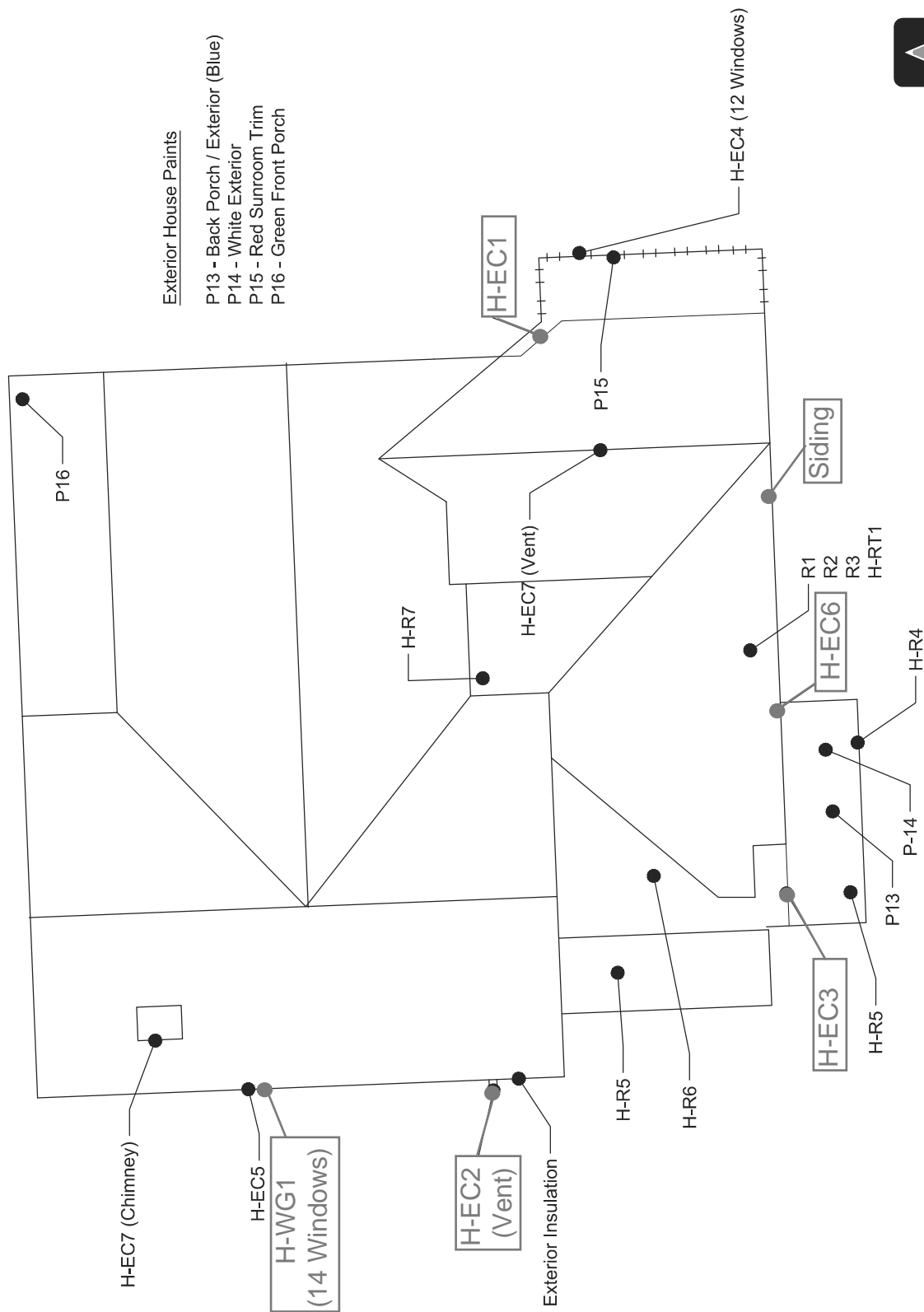
City of Ann Arbor  
2270 E. Ellsworth  
Ann Arbor, MI

PROJECT MGR:	ETS
DRAWN:	AEJ
CHECKED:	ETS
APPROVED:	ETS



**TriMedia**  
Environmental & Engineering

PROJECT NO.:	2013-052
SCALE:	NA
DATE:	4/1/13
FIGURE NO.:	4



C:\Users\ajuhasz\Desktop\2013-052 Sampling Figures.dwg

**Figure 5: House Exterior ACMB and LBP Sample Locations  
Wheeler Farm Asbestos and Lead Survey**

City of Ann Arbor  
2270 E. Ellsworth  
Ann Arbor, MI

PROJECT MGR:	ETS
DRAWN:	AEJ
CHECKED:	ETS
APPROVED:	ETS



PROJECT NO.:	2013-052
SCALE:	NA
DATE:	4/1/13
FIGURE NO.:	5



**Sample ID:** H-EC1 and P-15  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Caulk around house windows within eastern porch and red paint on interior porch walls.  
**Contains 3% Chrysotile**



**Sample ID:** H-EC2 and Exterior Insulation  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Caulk around exhaust vent on west side of house and black insulation under siding  
**Contains 6% Chrysotile**



**Sample ID:** House Siding  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** White siding around entire house.  
**Contains 20% Chrysotile**





**Sample ID:** H-EC3, P-13, and P-14  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Caulk around back porch window, light blue paint on porch railing/floor, and white paint on roof and trim.

Contains 2% Chrysotile



**Sample ID:** H-EC5 and H-WG1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Window caulk and window glaze on 14 windows on first and second floors of house.

Contains 5% Chrysotile



**Sample ID:** H-R1, H-R2, H-R3, and H-RT1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Grey roofing shingles, felt, and tar over eastern slope of the western kitchen.



**Sample ID:** H-R4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Greenish black shingles on top of back porch overhang.



**Sample ID:** H-R5 and H-R6  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Green shingles and black roofing material on western slope of roof above western kitchen



**Sample ID:** H-R4 and H-EC7  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Greenish Black Shingling and caulk around chimney.



**Sample ID:** H-R7  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Roll On Shingling Behind Grey Shingling (H-R1)



**Sample ID:** H-EC7  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Wall Furnace Stack Caulk



**Sample ID:** H-EC6  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Caulk Around Wood Trim Connecting to House Siding

Contains 3% Chrysotile



**Sample ID:** P-16  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Green paint on Front porch of house



**Sample ID:** P-15 and H-EC4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** East Porch



**Sample ID:** H-L1 and P-1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** Kitchen Linoleum Floor and blue wall/cabinet paint



**Sample ID:** H-P1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** Kitchen Closet Plaster



**Sample ID:** H-C1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** Kitchen Counter Top



**Sample ID:** H-C2  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** Kitchen Sink Counter Top



**Sample ID:** H-CT1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** West Kitchen Ceiling Tile



**Sample ID:** H-WC1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** West Kitchen Window  
Caulk

**Contains 2% Chrysotile**



**Sample ID:** H-DW1 and H-WP1  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** West Kitchen Dry Wall and Wallpaper



**Sample ID:** H-CT2, P-3, and P-4  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** East Kitchen Ceiling Tile Lower, yellow wall paint, and white paint a wooden trim.



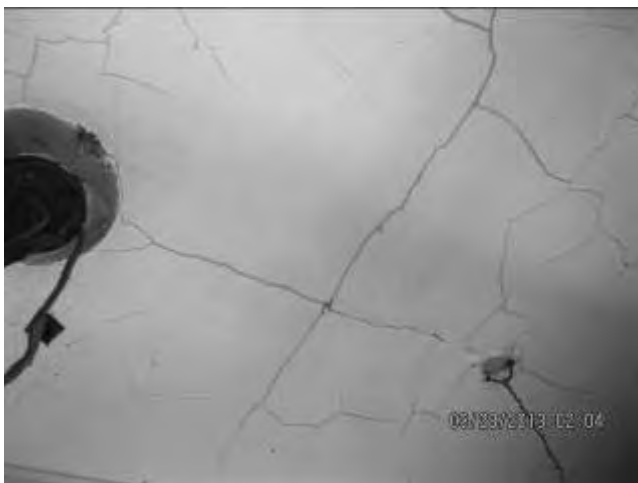
**Sample ID:** H-CT3  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** East Kitchen Ceiling Tile Upper



**Sample ID:** H-WC2 and H-C3  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** East Kitchen Window and Counter Top



**Sample ID:** H-WP2  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** East Kitchen Wallpaper



**Sample ID:** P-2  
**Taken By:** Alex Juhasz  
**Date Taken:** 3/28/2013  
**Description:** White paint above western kitchen drop ceiling





**Sample ID:** H-P2 and H-P3  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Parlor Plaster and Bath  
Tub Backing Plaster



**Sample ID:** H-CT4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Parlor and Dining Room  
12x12" Ceiling Tile



**Sample ID:** H-WC3 and H-WC4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Parlor Window Caulk and  
Storm Window Caulk



**Sample ID:** H-WP3  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Dining Room Wallpaper and Living Room Wallpaper



**Sample ID:** H-WB1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Dining Room Closet Wall Board



**Sample ID:** H-L2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** First Floor Bathroom Linoleum Floor



**Sample ID:** H-DW2 and P-5  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** First Floor Bathroom Dry Wall And White Paint On Walls and Ceiling.



**Sample ID:** H-IC1 and H-TB1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** First Floor Bathroom Caulk around Sink and Bath Tub Plaster



**Sample ID:** H-WP4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** First Floor Bedroom Wallpaper



**Sample ID:** FG-1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Basement Furnace Gasket  
  
Contains 40%  
Chrysotile



**Sample ID:** FG-2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Basement Furnace Wrap



**Sample ID:** P-17  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Paint in Bedroom 1 Closet



**Sample ID:** H-WP  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Blue and Tan Wallpaper  
In Dining Room Closet



**Sample ID:** H-P4 and P-6  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Stair Case Wall Plaster and Brown Paint on Trim.



**Sample ID:** H-P5 and P-8  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Bed Room 2 Wall Plaster and White Paint



**Sample ID:** P-7  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Greenish Blue paint in Bedroom 2 Closet.



**Sample ID:** H-WP5, H-P6, and P-9  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Bed Room 3 Wallpaper, Wall Plaster, and Purple Paint



**Sample ID:** H-WP5  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Bed Room 3 Wallpaper



**Sample ID:** H-C4  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Kitchen Counter Top



**Sample ID:** H-WP6 and P-10  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Kitchen  
Wallpaper and Paint



**Sample ID:** VFT-1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Bathroom Floor  
Tile



**Sample ID:** H-DW3 and H-IC2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Bathroom  
Drywall and Tub Caulking





**Sample ID:** H-WP7 and P-11  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Bathroom Ocean Wallpaper and White Paint.



**Sample ID:** H-L3  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Linoleum flooring in Bedroom 4 Entrance Up Stairs



**Sample ID:** H-CT5 and H-WP8  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Stair Case Ceiling Tile and Wallpaper



**Sample ID:** P-12  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Upstairs Kitchen Ceiling Paint



**Sample ID:** G1-R and G-1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Green Shingling on Garage 1 and White Exterior Paint (Upper Left in Photo).



**Sample ID:** G2-R1, G2-R2, G2-P1, and G2-P2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Garage 2 Shingles, Felt Paper, and Red and White Exterior Paint



**Sample ID:** G3-R1, G3-PB, and G3-P1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Garage 3 Black Shingles, Red Exterior Paint, and Peg Board Inside Of Garage



**Sample ID:** G3-WG1, G3-PB, and G3-P2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Garage 3 Window Glaze, Peg Board, And White Paint on Window Trim.



**Sample ID:** L1-R1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Black Shingles On Lean To Behind Garage 3



**Sample ID:** B-R1 and B-P1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Black Shingles and Red Exterior Paint On Barn With Silo



**Sample ID:** B-WG1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Window Glaze On Barn with Silo



**Sample ID:** CC-R1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Singles On Chicken Coop



**Sample ID:** CC-WG1 and CC-P1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Window Caulk and Exterior Paint on Chicken Coop



**Sample ID:** BL-R1, BL-R2, BL-P1, and BL-P2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Large Barn And Rear Lean To Shingling. Red and White Exterior Paint



**Sample ID:** G4-R1 and G4-P1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Shingling and White Paint on Garage 4



**Sample ID:** L2-P1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** White Paint on Trim of Lean To behind Biggest Barn.



**Sample ID:** B-P2  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** White Paint inside of Barn with Silo.



**Sample ID:** G4-WG1  
**Taken By:** Eric Sajtar  
**Date Taken:** 3/28/2013  
**Description:** Window Glaze  
8 Windows  
  
Contains 2% Chrysotile



# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (800) 220-3675 / (856) 786-5974  
<http://www.emsl.com> [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 041307881  
CustomerID: TRIC50C  
CustomerPO:  
ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering**  
**124 West Summit Street**  
**Suite E**  
**Ann Arbor, MI 48104**

Phone: (734) 213-6702  
Fax:  
Received: 04/02/13 9:15 AM  
Analysis Date: 4/8/2013  
Collected: 3/28/2013

Project: 2013-052

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 041307881-0001	H-C1 kitchen - counter top	Gray Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
2 041307881-0002	H-C2 kitchen - counter top	Beige Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
3 041307881-0003	H-C3 kitchen - counter top	Tan Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
4 041307881-0004	H-CT1 kitchen - ceiling tile	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
5 041307881-0005	H-CT2 kitchen - ceiling tile	White/Yellow Fibrous Homogeneous	90% Min. Wool	10% Non-fibrous (other)	None Detected
6-1 041307881-0006	H-CT3 kitchen - ceiling tile	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
6-2 041307881-0007	H-CT3 kitchen - ceiling tile	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
7 041307881-0008	H-WP1 kitchen - wall paper	Beige Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected

Analyst(s)

Kevin Ream (99)

Stephen Siegel, CIH, Laboratory Manager  
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA

Initial report from 04/08/2013 14:10:19





# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (800) 220-3675 / (856) 786-5974  
<http://www.emsl.com> [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 041307881  
CustomerID: TRIC50C  
CustomerPO:  
ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering**  
**124 West Summit Street**  
**Suite E**  
**Ann Arbor, MI 48104**

Phone: (734) 213-6702  
Fax:  
Received: 04/02/13 9:15 AM  
Analysis Date: 4/8/2013  
Collected: 3/28/2013

Project: 2013-052

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8 041307881-0009	H-WP2 kitchen - wall paper	Beige Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
9-1 041307881-0010	H-DW1 kitchen - drywall	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
9-2 041307881-0011	H-DW1 kitchen - drywall	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
9-3 041307881-0012	H-DW1 kitchen - drywall	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
10 041307881-0013	H-L1 kitchen - flooring	Beige Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
11 041307881-0014	H-WC1 kitchen - caulk	Gray Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
12 041307881-0015	H-WC2 kitchen - caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
13-Base Coat 041307881-0016	H-P1 kitchen - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Kevin Ream (99)

Stephen Siegel, CIH, Laboratory Manager  
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA

Initial report from 04/08/2013 14:10:19



# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (800) 220-3675 / (856) 786-5974  
http://www.emsl.com cinnasblab@EMSL.com

EMSL Order: 041307881  
CustomerID: TRIC50C  
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ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering**  
**124 West Summit Street**  
**Suite E**  
**Ann Arbor, MI 48104**

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Received: 04/02/13 9:15 AM  
Analysis Date: 4/8/2013  
Collected: 3/28/2013

Project: **2013-052**

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13-Skim Coat 041307881-0016A	H-P1 kitchen - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
14-Base Coat 041307881-0017	H-P2 parlor - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
14-Skim Coat 041307881-0017A	H-P2 parlor - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
15-Base Coat 041307881-0018	H-P3 tub - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
15-Skim Coat 041307881-0018A	H-P3 tub - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
16-Ceiling Tile 041307881-0019	H-CT4 parlor - ceiling tile	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
16-Mastic 041307881-0019A	H-CT4 parlor - plaster	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
17 041307881-0020	H-WC3 parlor - caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Kevin Ream (99)

Stephen Siegel, CIH, Laboratory Manager  
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA

Initial report from 04/08/2013 14:10:19



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EMSL Order: 041307881  
CustomerID: TRIC50C  
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ProjectID:

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
18 041307881-0021	H-WC4 parlor - caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
19 041307881-0022	H-IC1 bathroom sink - caulk	Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
20 041307881-0023	H-L2 bathroom - flooring	Beige Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	None Detected
21 041307881-0024	FG-1 - gasket	Gray Fibrous Homogeneous		60% Non-fibrous (other)	40% Chrysotile
22 041307881-0025	FG-2 - gasket	Gray Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
23 041307881-0026	Tub backing 1 - plaster	Gray Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
24 041307881-0027	H-WP dining room closet - wall paper	Tan/Blue Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
25 041307881-0028	H-WP3 - wall paper	White Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
26 041307881-0029	H-WP4 - wall paper	Tan Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
27 041307881-0030	H-WB1 - wall board	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
28 041307881-0031	H-P4 stairway - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
29-1 041307881-0032	H-DW2 - drywall	Various Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (other)	None Detected
29-2 041307881-0033	H-DW2 - drywall	Various Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (other)	None Detected
29-3 041307881-0034	H-DW2 - drywall	Various Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (other)	None Detected
30 041307881-0035	H-IC2 - caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
31 041307881-0036	VFT-1 - flooring	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
32 041307881-0037	H-C4 - counter top	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
33 041307881-0038	Attic insulation - insulation	Gray Fibrous Homogeneous	100% Min. Wool	0% Non-fibrous (other)	None Detected
34 041307881-0039	H-L3 - flooring	Beige Fibrous Homogeneous	10% Cellulose 2% Glass	88% Non-fibrous (other)	None Detected
35 041307881-0040	H-WP5 - wall paper	Various Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
36 041307881-0041	H-WP6 - wall paper	Various Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
37 041307881-0042	H-WP7 - wall paper	Blue Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
38 041307881-0043	H-WP8 - wall paper	Brown Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
39 041307881-0044	H-CT5 - ceiling tile	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
40-1 041307881-0045	H-DW3 - drywall	Various Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
40-2 041307881-0046	H-DW3 - drywall	Various Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
40-3 041307881-0047	H-DW3 - drywall	Various Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
41-1-Base Coat 041307881-0048	H-P5 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
41-1-Skim Coat 041307881-0048A	H-P5 - plaster	Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
41-2-Base Coat 041307881-0049	H-P5 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
41-2-Skim Coat 041307881-0049A	H-P5 - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
41-3-Base Coat 041307881-0050	H-P5 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
41-3-Skim Coat 041307881-0050A	H-P5 - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-1-Base Coat 041307881-0051	H-P6 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-1-Skim Coat 041307881-0051A	H-P6 - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-2-Base Coat 041307881-0052	H-P6 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-2-Skim Coat 041307881-0052A	H-P6 - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-3-Base Coat 041307881-0053	H-P6 - plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
42-3-Skim Coat 041307881-0053A	H-P6 - plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
43 041307881-0054	Siding - siding	Gray Non-Fibrous Homogeneous		80% Non-fibrous (other)	20% Chrysotile

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
44 041307881-0055	H-RT1 - tar	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected
45 041307881-0056	Exterior insulation - insulation	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
46 041307881-0057	H-EC1 - caulk	Tan Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
47 041307881-0058	H-EC2 - caulk	Tan Non-Fibrous Homogeneous		94% Non-fibrous (other)	6% Chrysotile
48 041307881-0059	H-EC3 - caulk	Tan Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
49 041307881-0060	H-EC4 - caulk	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
50 041307881-0061	H-EC5 - caulk	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
51 041307881-0062	H-EC6 - caulk	Gray Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
52 041307881-0063	H-EC7 furnace stack - caulk	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
53 041307881-0064	H-WG1 - glaze	White Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
54 041307881-0065	H-R1 - white/ black shingle	Black/Green Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
55 041307881-0066	H-R2 - green/ black shingle	Black/Green Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
56 041307881-0067	H-R3 - black roofing paper	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (other)	None Detected
57-Shingle 041307881-0068	H-R4 - old green shingle/ paper	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
57-Felt 041307881-0068A	H-R4 - old green shingle/ paper	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected
58 041307881-0069	H-R5 - rubber black roofing	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected

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			% Fibrous	% Non-Fibrous	% Type
59 041307881-0070	H-R6 - green shingle	Black/Green Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
60 041307881-0071	H-R7 - gray roll on shingle	White/Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
61 041307881-0072	G-1R - shingle	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
62 041307881-0073	G2-R1 - roofing	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
63 041307881-0074	G2-R2 - shingle	Black/Green Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
64 041307881-0075	G3-R1 - shingle	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
65 041307881-0076	G3-PB - peg board	Brown/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected
66-Shingle 041307881-0077	L1-R1 - roofing	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected

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Initial report from 04/08/2013 14:10:19



# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (800) 220-3675 / (856) 786-5974  
<http://www.emsl.com> [cinnasblab@EMSL.com](mailto:cinnasblab@EMSL.com)

EMSL Order: 041307881  
CustomerID: TRIC50C  
CustomerPO:  
ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering**  
**124 West Summit Street**  
**Suite E**  
**Ann Arbor, MI 48104**

Phone: (734) 213-6702  
Fax:  
Received: 04/02/13 9:15 AM  
Analysis Date: 4/8/2013  
Collected: 3/28/2013

Project: 2013-052

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
66-Felt 041307881-0077A	L1-R1 - roofing	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected
67 041307881-0078	G3-WG1 - caulk	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
68 041307881-0079	B-R1 - shingle	Brown/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected
69 041307881-0080	B-WG1 - glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
70 041307881-0081	BL-R1 - shingle	Gray/Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
71 041307881-0082	BL-R2 - shingle	Red/Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
72 041307881-0083	CC-WG1 - glaze	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
73-Shingle 041307881-0084	CC-R1 - shingle	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected

Analyst(s)

Kevin Ream (99)

Stephen Siegel, CIH, Laboratory Manager  
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA

Initial report from 04/08/2013 14:10:19



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EMSL Order: 041307881  
CustomerID: TRIC50C  
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Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering**  
**124 West Summit Street**  
**Suite E**  
**Ann Arbor, MI 48104**

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Received: 04/02/13 9:15 AM  
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## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
73-Felt <i>041307881-0084A</i>	CC-R1 - shingle	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
74 <i>041307881-0085</i>	G4-WG1 - glaze	Tan Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
75 <i>041307881-0086</i>	G4-R1 - shingle	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (other)	None Detected

Analyst(s)  
Kevin Ream (99)

Stephen Siegel, CIH, Laboratory Manager  
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Plymouth Meeting, PA

Initial report from 04/08/2013 14:10:19



# Asbestos Bulk Building Material Chain of Custody

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

EMSL Order Number (Lab Use Only):

041307881

Company: <u>TriMedia Environmental &amp; Engineering</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>124 W. Summit St. Suite E</u>		Third Party Billing requires written authorization from third party	
City: <u>Ann Arbor</u>	State/Province: <u>MI</u>	Zip/Postal Code:	Country:
Report To (Name): <u>Eric Sajter</u>		Telephone #:	
Email Address: <u>esajter@trimediaec.com</u>		Fax #:	Purchase Order:
Project Name/Number: <u>Z013-052</u>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken: <u>MI</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

**Turnaround Time (TAT) Options\* - Please Check**

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

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

<p style="text-align: center;"><b>PLM - Bulk (reporting limit)</b></p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (&lt;1%)</p> <p><input type="checkbox"/> PLM EPA NOB (&lt;1%)</p> <p>Point Count <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p>Point Count w/Gravimetric <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p><input type="checkbox"/> NIOSH 9002 (&lt;1%)</p> <p><input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)</p> <p><input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)</p> <p><input type="checkbox"/> OSHA ID-191 Modified</p> <p><input type="checkbox"/> Standard Addition Method</p>	<p style="text-align: center;"><b>TEM - Bulk</b></p> <p><input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1</p> <p><input type="checkbox"/> NY ELAP Method 198.4 (TEM)</p> <p><input type="checkbox"/> Chatfield Protocol (semi-quantitative)</p> <p><input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep Technique</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique</p> <p style="text-align: center;"><b>Other</b></p> <p><input type="checkbox"/></p>
---	--

Check For Positive Stop - Clearly Identify Homogenous Group      Date Sampled: 3/28/13

Samplers Name: James Debiefe      Samplers Signature:

Sample #	HA #	Sample Location	Material Description
1	1	H-C1 kitchen	Counter Top
2	1	H-C2 kitchen	Counter Top
3	1	H-C3 kitchen	Counter Top
4	1	H-CT1 kitchen	Ceiling Tile
5	1	H-CT2 kitchen	Ceiling Tile
6	2	H-CT3 kitchen	Ceiling Tile
7	1	H-WP1 kitchen	Wall Paper
8	1	H-WP2 kitchen	Wall Paper
9	30	H-DW1 kitchen	Dry Wall
10	1	H-L1 kitchen	Flooring

RECEIVED  
 ENST  
 CINNAMINSON, NJ  
 APR - 2 A 10:48

Client Sample # (s): \_\_\_\_\_ Total # of Samples: 86

Relinquished (Client): Date: 3/29/13 Time: \_\_\_\_\_

Received (Lab): AK UPS Date: 4/2/13 Time: 9:15A

Comments/Special Instructions: \_\_\_\_\_





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

## Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

041307881

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
11	1	H-WC1 Kitchen	Caulk
12	1	H-WC2 Kitchen	Caulk
13	1	H-P1 Kitchen	Plaster
14	1	H-P2 Parlor	Plaster
15	1	H-P3 Tub	Plaster
16	1	H-CT4 Parlor	Ceiling Tile
17	1	H-WC3 Parlor	Caulk
18	1	H-WC4 Parlor	Caulk
19	1	H-IC1 Bathroom Sink	Caulk
20	1	H-L2 Bathroom	Flooring
21	1	FG-1	Gasket
22	1	FG-2	Gasket
23	1	Tub backing 1	Plaster
24	1	H-WP Dining Room Closet	Wall Paper
25	1	H-WP3	Wall Paper
26	1	H-WP4	Wall Paper
27	1	H-WB1	Wall Board
28	1	H-P4 Stairway	Plaster
29	3	H-DW2	Dry wall
30	1	H-IC2	Caulk
31	1	VFT-1	Flooring
32	1	H-C4	Counter Top
33	1	Attic Insulation	Insulation
34	1	H-L3	Flooring

\*Comments/Special Instructions:

Page 2 of 4 pages



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

## Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

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200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
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FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
35	1	H-WP5	Wall Paper
36	1	H-WP6	Wall Paper
37	1	H-WP7	Wall Paper
38	1	H-WP8	Wall Paper
39	1	H-CT5	Ceiling Tile
40	3	H- <del>WP</del> DW3	Dry Wall
41	3	H-PS	Plaster
42	3	H-PL	Plaster
43	1	Siding	Siding
44	1	H-RF1	Tar
45	1	Exterior Insulation	Insulation
46	1	H-EC1	Caulk
47	1	H-EC2	Caulk
48	1	H-EC3	Caulk
49	1	H-EC4	Caulk
50	1	H-EC5	Caulk
51	1	H-EC6	Caulk
52	1	H-EC7 Furnace Stack	Caulk
53	1	H-WG1	Glaze
54	1	H-R <sub>1</sub> White/Black	Shingle
55	1	H-R <sub>2</sub> Green/Black	Shingle
56	1	H-R <sub>3</sub> Black	Roofing paper
57	1	H-R <sub>4</sub> Old Green	Shingle/paper
58	1	H-R <sub>5</sub> Rubber Black	Roofing

\*Comments/Special Instructions:

Page 3 of 4 pages





EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

### Asbestos Bulk Building Material Chain of Custody

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CINNAMINSON, NJ 08077  
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FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
59	1	H-R <sub>6</sub> Green	Shingle
60	1	H-R <sub>7</sub> Grey Roll on	Shingle
61	1	G-1R	Shingle
62	1	G-2-R1	Roofing
63	1	G-2-R2	Shingle
64	1	G-3-R1	Shingle
65	1	G-3-PB	Peg board
66	1	L1-R1	Roofing
67	1	G-3-WG1	Caulk
68	1	B-R1	Shingle
69	1	B-WG1	glaze
70	1	BL-R1	Shingle
71	1	BL-R2	Shingle
72	1	CC-WG1	Glaze
73	1	CC-R1	Shingle
74	1	G-4-WG1	glaze
75	1	G-4-R1	Shingle
*Comments/Special Instructions:			

1013 APR - 2 A 0:48  
CINNAMINSON, N.J.





# EMSL Analytical, Inc.

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EMSL Order: 201303010  
 CustomerID: TRIC50  
 CustomerPO:  
 ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering Svs**  
**1002 Harbor Hills Drive**

Phone: (906) 228-5125  
 Fax: (906) 228-5126  
 Received: 04/02/13 9:40 AM  
 Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

## Test Report

*Client Sample Description* P-1 *Lab ID* 0001 *Collected* 3/28/2013  
 Blue W.K.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	0.026 % wt
Pb-FLAA	7000B	Lead	4/6/2013	3.9 % wt

*Client Sample Description* P-2 *Lab ID* 0002 *Collected* 3/28/2013  
 Cream W.K.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	0.013 % wt
Pb-FLAA	7000B	Lead	4/6/2013	2.4 % wt

*Client Sample Description* P-3 *Lab ID* 0003 *Collected* 3/28/2013  
 Yellow E.K.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	0.0030 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.064 % wt

*Client Sample Description* P-4 *Lab ID* 0004 *Collected* 3/28/2013  
 White E.K.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0071 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.029 % wt

*Client Sample Description* P-5 *Lab ID* 0005 *Collected* 3/28/2013  
 White 1st Floor Bathroom

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.24 % wt

Julie Smith - Laboratory Director  
 NJ-NELAP Accredited:03036

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. \* slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.  
 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

**EMSL Analytical, Inc.**

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EMSL Order: 201303010

CustomerID: TRIC50

CustomerPO:

ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering Svs**  
**1002 Harbor Hills Drive**

Phone: (906) 228-5125  
 Fax: (906) 228-5126  
 Received: 04/02/13 9:40 AM  
 Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

**Test Report**

*Client Sample Description* P-6 *Lab ID* 0006 *Collected* 3/28/2013  
 Brown Staircase Trim

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.010 % wt
Pb-FLAA	7000B	Lead	4/6/2013	30 % wt

*Client Sample Description* P-7 *Lab ID* 0007 *Collected* 3/28/2013  
 Greenish Blue Bedroom 2

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.22 % wt

*Client Sample Description* P-8 *Lab ID* 0008 *Collected* 3/28/2013  
 White Bedroom 2

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	2.3 % wt

*Client Sample Description* P-9 *Lab ID* 0009 *Collected* 3/28/2013  
 Purple Bedroom 3

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.023 % wt

*Client Sample Description* P-10 *Lab ID* 0010 *Collected* 3/28/2013  
 White 2nd Floor Kitchen

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.24 % wt

Julie Smith - Laboratory Director  
 NJ-NELAP Accredited:03036  
 or other approved signatory

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**EMSL Analytical, Inc.**

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Phone: (906) 228-5125  
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 Received: 04/02/13 9:40 AM  
 Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

**Test Report**

*Client Sample Description* P-11 *Lab ID* 0011 *Collected* 3/28/2013  
 White 2nd Floor Bathroom

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0028 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.011 % wt

*Client Sample Description* P-12 *Lab ID* 0012 *Collected* 3/28/2013  
 White Up Stairs Ceiling General

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.037 % wt

*Client Sample Description* P-13 *Lab ID* 0013 *Collected* 3/28/2013  
 Light Blue Back Porch

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.058 % wt

*Client Sample Description* P-14 *Lab ID* 0014 *Collected* 3/28/2013  
 White Outer House

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.16 % wt

*Client Sample Description* P-15 *Lab ID* 0015 *Collected* 3/28/2013  
 Red Enclosed Porch

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.020 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.078 % wt

Julie Smith - Laboratory Director  
 NJ-NELAP Accredited:03036  
 or other approved signatory

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EMSL Order: 201303010

CustomerID: TRIC50

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Phone: (906) 228-5125  
 Fax: (906) 228-5126  
 Received: 04/02/13 9:40 AM  
 Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

**Test Report**

*Client Sample Description* P-16 *Lab ID* 0016 *Collected* 3/28/2013  
 Green Front Porch

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0074 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.19 % wt

*Client Sample Description* P-17 *Lab ID* 0017 *Collected* 3/28/2013  
 White Bedroom 1 Closet

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.010 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.042 % wt

*Client Sample Description* G-1 *Lab ID* 0018 *Collected* 3/28/2013  
 White Ext. Paint

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.010 % wt

*Client Sample Description* G-2-P1 *Lab ID* 0019 *Collected* 3/28/2013  
 Red Ext.

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0050 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.020 % wt

*Client Sample Description* G-2-P2 *Lab ID* 0020 *Collected* 3/28/2013  
 White Ext.

<i>Test</i>	<i>Method</i>	<i>Parameter</i>	<i>Analyzed</i>	<i>Concentration</i>
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0073 % wt
Pb-FLAA	7000B	Lead	4/6/2013	1.9 % wt

Julie Smith - Laboratory Director  
 NJ-NELAP Accredited:03036  
 or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. \* slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01



# EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077  
Phone/Fax: (856) 303-2500 / (856) 786-5974  
<http://www.emsl.com> [cinnaminsonleadlab@emsl.com](mailto:cinnaminsonleadlab@emsl.com)

EMSL Order: 201303010  
CustomerID: TRIC50  
CustomerPO:  
ProjectID:

Attn: **Eric Sajter**  
**TriMedia Environmental & Engineering Svs**  
**1002 Harbor Hills Drive**

Phone: (906) 228-5125  
Fax: (906) 228-5126  
Received: 04/02/13 9:40 AM  
Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

## Test Report

*Client Sample Description* G3-P1 *Lab ID* 0021 *Collected* 3/28/2013  
Red Ext. Paint

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0038 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.042 % wt

*Client Sample Description* G3-P2 *Lab ID* 0022 *Collected* 3/28/2013  
White (windows)

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0059 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.024 % wt

*Client Sample Description* L1-P1 *Lab ID* 0023 *Collected* 3/28/2013  
Red Ext.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.012 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.049 % wt

*Client Sample Description* L2-P1 *Lab ID* 0024 *Collected* 3/28/2013  
White Trim

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.015 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.061 % wt

*Client Sample Description* B-P1 *Lab ID* 0025 *Collected* 3/28/2013  
Red Ext.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.17 % wt

Julie Smith - Laboratory Director  
NJ-NELAP Accredited:03036  
or other approved signatory

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 Phone/Fax: (856) 303-2500 / (856) 786-5974  
<http://www.emsl.com> [cinnaminsonleadlab@emsl.com](mailto:cinnaminsonleadlab@emsl.com)

EMSL Order: 201303010  
 CustomerID: TRIC50  
 CustomerPO:  
 ProjectID:

Attn: **Eric Sajtar**  
**TriMedia Environmental & Engineering Svs**  
**1002 Harbor Hills Drive**

Phone: (906) 228-5125  
 Fax: (906) 228-5126  
 Received: 04/02/13 9:40 AM  
 Collected: 3/28/2013

**Marquette, MI 49855**

Project: 2013-052

## Test Report

*Client Sample Description* B-P2 *Lab ID* 0026 *Collected* 3/28/2013  
 Interior White Paint

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0075 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.030 % wt

*Client Sample Description* CC-P1 *Lab ID* 0027 *Collected* 3/28/2013  
 Red/White

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0025 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.025 % wt

*Client Sample Description* BL-P1 *Lab ID* 0028 *Collected* 3/28/2013  
 Red Ext.

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0071 % wt
Pb-FLAA	7000B	Lead	4/6/2013	0.45 % wt

*Client Sample Description* BL-P2 *Lab ID* 0029 *Collected* 3/28/2013  
 White

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.012 % wt
Pb-FLAA	7000B	Lead	4/6/2013	1.1 % wt

*Client Sample Description* G4-P1 *Lab ID* 0030 *Collected* 3/28/2013  
 White

Test	Method	Parameter	Analyzed	Concentration
Cd-FLAA	7130	Cadmium	4/8/2013	<0.0057 % wt
Pb-FLAA	7000B	Lead	4/6/2013	<0.023 % wt

Julie Smith - Laboratory Director  
 NJ-NELAP Accredited:03036  
 or other approved signatory

Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. The QC data associated with these results included in this report meet the method QC requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. \* slight modifications to methods applied. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01



EMSL ANALYTICAL, INC.  
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### Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

201303010

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Company: <i>TriMedia Environmental &amp; Engineering</i>		EMSL-Bill to: <input checked="" type="checkbox"/> Same / <input checked="" type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <i>124 W. Summit St. Suite E</i>		Third Party Billing requires written authorization from third party	
City: <i>Ann Arbor</i>	State/Province: <i>MI</i>	Zip/Postal Code:	Country:
Report To (Name): <i>Eric Sajtar</i>		Telephone #:	
Email Address: <i>esajtar@trimediaee.com</i>		Fax #:	Purchase Order:
Project Name/Number: <i>2613-052</i>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken: <i>MI</i>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

#### Turnaround Time (TAT) Options\* - Please Check

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

\*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm <sup>2</sup> <input type="checkbox"/> ppm	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM <input type="checkbox"/> non ASTM *if no box is checked, non-ASTM Wipe is assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	<input type="checkbox"/>
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler: *James A. DeLiefde*

Signature of Sampler: *[Signature]*

Sample #	Location	Volume/Area	Date/Time Sampled
1-	<i>P-1 Blue W.K.</i>	<i>1</i>	<i>3/28/13</i>
2-	<i>P-2 Cream W.K.</i>	<i>1</i>	<i>3/28/13</i>
3-	<i>P-3 Yellow E.K.</i>	<i>1</i>	<i>3/28/13</i>
4-	<i>P-4 White E.K.</i>	<i>1</i>	<i>3/28/13</i>
5-	<i>P-5 White 1st Floor Bathroom</i>	<i>1</i>	<i>3/28/13</i>

Client Sample #'s: *30* Total # of Samples: *30*

Relinquished (Client): *[Signature]* Date: *3/29/13* Time: *UPS*

Received (Lab): *[Signature]* Date: *4/3/13* Time: *UPS*

Comments: Bill to *1002 Harbor Hills Dr. Ann Arbor, MI 49885 (our Corporate Office)* Please Sample for Cd too on all Samples. Cd and Pb for all samples

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*1 week turn around*



EMSL ANALYTICAL, INC.  
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**LEAD (Pb) CHAIN OF CUSTODY**

EMSL ORDER ID (Lab Use Only):

201303010

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Location	Volume/Area	Date/Time Sampled
6	P-6 Brown Staircase trim	1	3/28/13
7	P-7 Greenish Blue Bed Room 2	1	
8	P-8 White Bed Room 2	1	
9	P-9 Purple Bed Room 3	1	
10	P-10 White 2nd Floor kitchen	1	
11	P-11 White 2nd Floor Bathroom	1	
12	P-12 White Up Stairs Ceiling General	1	
13	P-13 Light Blue Back Porch	1	
14	P-14 White Outer House	1	
15	P-15 Red Enclosed Porch	1	
16	P-16 Green Front Porch	1	
17	P-17 White Bedroom 1 Closet	1	
18	G-1 White ext. Paint	1	
19	G2-P <sub>1</sub> Red Ext.	1	
20	G2-P <sub>2</sub> White Ext.	1	
21	G3-P <sub>1</sub> Red Ext. Paint	1	
22	G3-P <sub>2</sub> White (windows)	1	
23	L1-P <sub>1</sub> Red Ext	1	

Comments/Special Instructions:

Test for Pb and Cd

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### LEAD (Pb) CHAIN OF CUSTODY

EMSL ORDER ID (Lab Use Only):

20303010

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Location	Volume/Area	Date/Time Sampled
24	L2-P <sub>1</sub> White Trim	1	3/28/13
25	B-P <sub>1</sub> Red Ext.	1	↓
26	B-P <sub>2</sub> Interior White Paint	1	
27	CC-P <sub>1</sub> Red/White	1	
28	BL-P <sub>1</sub> Red ext	1	
29	BL-P <sub>2</sub> White	1	
30	G4-P <sub>1</sub> White	1	

Comments/Special Instructions: Test for Pb and Cd

Controlled Document - Lead (Pb) COC - 445 - 6/12/2012

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