



**CITY OF BATTLE CREEK**  
**NOTICE OF INVITATION FOR BIDS**

**IFB# 2018-002 Demolition**

**ISSUE DATE: May 16, 2017**

**BID DUE DATE:** June 5, 2017 at 2:00 PM Local Time (office hours 8-12 and 1-5)

**LOCATION:** Purchasing Department  
10 N. Division Street, Suite 214  
Battle Creek, MI 49014

**Purchasing Contact:** Christine Huff  
**E-mail:** [clhuff@battlecreekmi.gov](mailto:clhuff@battlecreekmi.gov)

**Technical Questions:** Don Wilkinson, Code Compliance  
269-966-3387

**DESCRIPTION:** The City is soliciting bids for the purpose of contracting for demolitions of various buildings and their foundations in their entirety. The City will most likely award *by property*, but reserves to award as a whole. Bidders should read entire IFB or call the Purchasing Contact listed above if they have any questions **before** submitting their bids.

If you only received this first page, you may download the complete solicitation from our website at: [battlecreekmi.gov](http://battlecreekmi.gov). Copies of the complete Invitation for Bids document may also be obtained from the Purchasing Department, Room 214, 10 N. Division Street, Battle Creek, Michigan 49014, (269) 966-3390.

Bids must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Bids received by the correct time and date shall be opened and the amounts bid shall be publicly read. Late bids shall not be considered.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.**

THIS BID IS OFFERED BY: \_\_\_\_\_

(Company Name)

## 1.0 INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION:**
  - A. Bids must be submitted in complete original form by mail or messenger to the following address:  
Office of the Purchasing Agent, Room 214, City Hall, 10 N. Division Street, Battle Creek, MI 49014
  - B. Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud. The prevailing clock shall be [www.time.gov](http://www.time.gov).
  - C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the Invitation for Bid number, due date and the bidder's name and address clearly indicated on the envelope.
  - D. Late bids will not be accepted and will be returned to the bidder.
  - E. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.
  
2. **PREPARATION OF BIDS:**
  - A. The bid shall be legibly prepared with ink or typed.
  - B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder with ink.
  - C. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
  - D. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices
  
3. **SIGNATURES:** All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.
  - (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
  - (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.
  
4. **REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.
  
5. **AWARD:** The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have his bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Owner shall consider the qualifications of the Bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as Owner deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the contract.
  
6. **CONTRACT:** A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an Addendum or a Contract Amendment.
  
7. **BID RESULTS:** A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.
  
8. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or

addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid and allowed by the IFB. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
10. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
11. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
12. **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
13. **PRICING:** Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
14. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.
15. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
  - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
16. **DEFINITIONS:**
- "CITY" - The City of Battle Creek.
  - "CITY UNIT" - The department of the City that intends to use the resulting contract.
  - "CONTRACTOR" - The bidder whose proposal is accepted by the City.
17. **MICHIGAN CONSTITUTIONAL REQUIREMENT:** Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, The City or its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract. This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonable necessary to the execution of this Contract. In the event of conflict between any term of this Contract and this section, the language of this section shall control.

## 2.0 GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable (such as, but not limited to, Construction Managers) contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

## TERMS AND CONDITIONS CONSTRUCTION/INSTALLATION/DEMOLITION

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** All work shall be done in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall familiarize himself with local conditions affecting the job prior to submitting the bid. He shall take his own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in his behalf by reason of error or omission on his part. If any part of the Contractor's work depends on proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Building Official in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. Work will be performed only based on written authorization from the City. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and at the completion of the work he shall remove all his waste, tools, equipment, staging and surplus materials from the structure and grounds and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, being Act 89 of the Public Acts of 1963, as amended.
12. **TERMINATION FOR BREACH:** The City may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the City. In the event of such termination, the City may complete the contracted work and the Contractor will be liable for any excess cost occasioned the City thereby and in such case the City may take possession of and use in completing the work such materials and equipment as may be on the site and necessary therefore.
13. **SUBCONTRACTORS:** Bidders should submit with the Bid all known subcontractors to be associated with their bid, including the type of work to be performed. Bidder shall notify the City of all subcontractors before work begins. All subcontractors shall be bound by all of the requirements of this contract; however, the prime contractor shall be responsible for the performance of their subcontractors.
14. **EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among his employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the worksite at all times.

### SPECIAL TERMS AND CONDITIONS

1. **AWARD:** The City reserves the right to award each property to the lowest, responsive, responsible bidder for that property.
2. **ORDER OF WORK:** If the Contractor has been awarded multiple properties, the City reserves the right to prioritize the sequence in which work shall be completed.
3. **PROPER DISPOSAL OF DEBRIS:** The Contractor must provide the Building Official of Community Services with landfill dump tickets for debris from each house before payment will be made.
4. **CITY WRECKER'S LICENSE:** The Contractor must hold a Wrecker's License with the City of Battle Creek Inspection Division in order to obtain the necessary permit to begin the work. The Wrecker's License requires a performance bond and current insurance verification meeting the requirements herein.
5. **STATE LICENSE:** The State of Michigan requires that any individual or company contracting for the wrecking of a residential structure must have a Residential Builders License or Maintenance and Alteration Contractors License. If a Maintenance and Alteration Contractors license is in force, the license must specify "wrecking" as part of the license. **The bidder MUST provide evidence of the State license with the bid.**
6. **LIQUIDATED DAMAGES FOR DELAY:** If the work is not completed within the time stipulated in the contract documents, including any extensions of time for excusable delays as pre-approved by the Purchasing Agent or Building Office of Community Services, the contractor shall pay the City for the liquidated damages, and not as punishment, a rate of **\$150.00 per day for each calendar day of delay per property beyond the completion date, unless extended in writing by the City**, until the work is completed. No extra allowance will be made for holidays. The City will enforce the liquidated damages for failure to complete the work within the allotted time frame. The City shall have the right to deduct from payment due, or to become due, to the Contractor or to sue for and recover compensation or damages for non performance of this Contract at the time stipulated herein.
7. **CONTRACTOR'S OBLIGATIONS:** The contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of federal, state and local government. All disconnections and demolition shall comply with all applicable ordinances and codes, inclusive of all written waivers. Should the contractor fail to observe the foregoing provision and do demolition work at variance with any ordinance, code or written waivers, the contractor shall correct, with no additional cost to the City.
8. **DOCUMENTATION SUBMITTAL:** The following documentation is to be submitted to the Building Official of Community Services 10 days prior to the start of all demolitions.
  - A. A copy of the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR 61, Subpart M form that is required to be submitted to the Michigan Department of Environmental Quality.
  - B. Written notification of when asbestos removal will commence and end. It is mandatory in order for the City to coordinate an inspection of this process at the site.
9. **HAZARDOUS MATERIAL REMOVAL:** This solicitation contains a report specifying whether or not asbestos is present in the structure being demolished. Contractor shall be a licensed asbestos abatement firm, or shall subcontract with a licensed asbestos abatement firm, in those cases where asbestos is removed. The City must be notified of all subcontractors, and receive all appropriate licenses for subcontractors, upon bid opening. Not providing this information may result in a bid being deemed non-responsive. Contractor shall be responsible for the actions of their subcontractor. Contractor is responsible for removal of structure, including all hazardous material removal, even if completed by a subcontractor.
10. **DUST CONTROL:**
  - A. The Contractor will use all means necessary, and as required by Federal and/or State and/or local laws, if applicable, to control dust on or near the work and on or near all off site areas if such dust is caused by Contractor's operations during performance of the work or if it results from the conditions in which the Contractor leaves the site.
  - B. The Contractor will use all means necessary to protect the adjacent properties before, during, and after, demolition.
  - C. In the event of damage, Contractor shall immediately make all repairs and replacements necessary, to the approval of the City of Battle Creek and at no cost to the City of Battle Creek.

- D. Contractor is responsible for conducting operations in a safe and orderly fashion and in compliance with PA 154 of 1974.

**11. TIME OF COMPLETION:** The Contractor shall promptly begin work under this contract upon receipt of the Purchase Order, and all portions shall be completed and ready for final inspection within 45 calendar. The City may extend this completion date for contractors who are awarded many properties. Such an extension should be requested at the time of contract award. The City will approve the completion extension in writing.

**12. EXTENSION OF TIME:**

- A. **AVOIDABLE DELAYS:** Avoidable delays in the prosecution or completion of the work shall include all delays that might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the contractor.
- B. **UNAVOIDABLE DELAYS:** Unavoidable delays in the prosecution or completion of the work under these contracts shall include all delays that are caused by an act of God, and delays that may be the result of causes beyond the control of the Contractor and that he could not have provided against by the exercise of care, prudence, foresight or diligence. Delays due to equipment failure will not be allowed for more than two (2) days per contract.
- C. **CITY SCHEDULED DELAYS:** If the City deems it necessary, completion dates beyond 45 days may be scheduled without penalty to the Contractor.

**13. NOTICE OF DELAYS:** Immediately upon the foreseeability or occurrence of any delay, Contractor shall notify the Community Services Department in writing of the probability of the occurrence and its cause. After the completion of the work, the Community Services Department, will assume that any delays that have occurred in its prosecution and completion have been avoidable delays, except such delays that have been requested in writing and have been approved in advance by the Community Services Department. The Contractor shall make no claims that any delay not called to the attention of the Community Services Department at the time of its occurrence has been an unavoidable delay.

**14. THE CITY OF BATTLE CREEK'S RIGHT TO WITHHOLD CERTAIN AMOUNTS:** The City may withhold from payments to the Contractor such an amount or amounts as may be necessary to cover:

- A. Any Liquidated Damages that have accrued, due to delay;
- B. Any actual damages assessed by MDEQ that are the direct result of contractor negligence;
- C. Failure of the Contractor to make proper payments to a subcontractor;
- D. Failure to provide the City with landfill tickets;
- E. Damage to city or neighboring property caused by the Contractor and not remedied.

**15. PENALTIES FOR TERMINATION FOR NON-PERFORMANCE:** If a Contractor has a contract terminated by the City for non-performance, the Contractor may be removed from the bidders list and debarred from bidding on future bids for an indefinite period of time, commencing on the date of the termination notice. The City may reinstate a vendor when it is in the City's best interest to do so.

**16. MDEQ NOTIFICATION:** The Contractor shall abide by the requirement to notify the Michigan Department of Environmental Quality (MDEQ) Air Quality Division of intent to demolish. Notification must be submitted a minimum of 10 working days prior to beginning demolition. The contractor must also provide a copy of this notice to The Building Official of Community Services, 10 days prior to beginning demolition.

**17. LAND OWNER(S) NOTIFICATION:** The demolition contractor is to notify all land owners within 100 feet of the demolition site 10 days prior to the start of all demolitions.

- A. A copy of the national Emission Standards Air Pollutants (NESHAP), 40 CFR 61, Subpart Form that is required to be submitted to the Michigan Department of Environmental Quality.

**18. CONTRACTOR'S INSURANCE:**

- A. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is

to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

- B. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. Sole proprietors are not required to have workers' compensation insurance.

**Coverage Afforded**

		<b><u>Limits of Liability</u></b>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: including XCU	Bodily Injury	\$1,000,000 each occurrence
	Property Damage or Combined Single Limit	\$1,000,000 each occurrence \$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage or Combined Single Limit	\$ 500,000 \$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance, prior to award, that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

- 19. **VENDOR EVALUATION:** Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
- 20. **PAYMENT:** Payment shall be made within 30 days of submittal of a correct invoice for complete demolition of each property.
- 21. **FINES:** In the event that the City is fined by MDEQ or any other government agency solely due to the negligence of the contractor in following the rules and regulations of that government agency, the City may seek actual damages against Contractor, pursuant to all legal means of collection. In no case shall the City seek damages greater than the fine(s).
- 22. **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:
  - (i) in the United States District Court for the Western District of Michigan; or
  - (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.
- 23. **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

## SPECIFICATIONS

1. The City has contracted with Soil and Materials Engineers (SME) to provide hazardous material testing on buildings and supply the City with reports for the abatement of the hazardous materials. If applicable, these specifications will be included with this IFB, as **ATTACHMENT B**
2. The Contractor shall provide the Building Official of Community Services with landfill dump tickets for debris from each house before payment will be made.
3. Contractor shall remove all: foundations, exterior walls, basement walls, concrete slabs, driveway and approaches. Contractor shall remove no structure substantially as a whole, but demolish on the premises. Contractor shall demolish masonry walls in small sections and remove structures, steel, cast iron, and heavy timber framing by individual pieces. Contractor shall remove from the structure all interior partitions, piers, chimneys, columns, piping, furnaces apparatus, debris, etc. No construction debris shall be buried onsite.
4. The basement or part basements shall be entirely cleaned out of debris, including that debris resulting from the demolition of the structures. Following the removal of debris the floor slabs and footings shall be completely removed. An Open Hole Inspection must be performed prior to any fill placed in the hole. Contractor shall provide temporary fencing for any open hole left unattended or overnight. Concrete and masonry steps or porches shall be removed.
5. Adequate protection of persons and property shall be provided at all times. Contractor shall provide fencing, or if not feasible, then a person on the ground, in addition to any worker(s) operating equipment to monitor work area, insuring work area is clear of pedestrians or dangerous situations. Execute work in such a way as to avoid hazards to persons and property, protect entrance to the use of adjacent buildings and prevent interruption of free passage to and from such adjacent building.
6. Contractor shall raze structures in conformance with all State and Local laws.
7. The contractor shall grade the site to match the elevations of the site perimeter. Continuity of these grades will be maintained throughout the site by direction of the City. Retaining walls shall be removed, at the discretion of the City. Contractor is to fill the entire area with 4 inches of top soil and plant grass seed. All roots, sticks, rocks trees (4" in diameter and under) and similar objects shall be removed from the top six inches or graded areas. Contractor shall remove any fences or other debris (tires, rubbish and garbage, etc). The Inspection Division prior to final payment will determine adequacy of grading.
8. The contractor shall secure and pay to the appropriate department of the local government, the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, and repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies. Such costs shall be included in the bid price; there will be no additional charges allowed for these costs.
9. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the project area, and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
10. The contractor shall be responsible for all salvageable materials of the structure for which he has received a notice to proceed, whether or not he has removed such materials from said structure.
11. Only such property may be salvaged by the contractor as the City is authorized by the laws of the State of Michigan and the ordinances of the City of Battle Creek to declare as such and to have removed from the premises, and in the event of any doubt respecting the ownership or the right of salvage of any particular property, the contractor shall request from the City a written statement with respect thereto.
12. Subject to the above, all salvage becomes the property of the contractor, but storage of such materials and equipment on the project area will not be permitted.
13. Personal property of third persons or of occupants of buildings on the site shall not become the property of the contractor.

14. The person intending to cause a demolition or an excavation shall deliver written notice of such intent to the owner of each potentially affected adjoining lot, building or structure at least one week prior to the commencement of work. The notice shall request license to enter the potentially affected lot, building or structure prior to commencement of work and at reasonable intervals during the work to inspect and preserve the lot, building or structure from damage.
15. If afforded the necessary license to enter the adjoining lot, building or structure, the person causing the demolition or excavation to be made shall at all times and at his or her own expense preserve and protect the lot, building or structure from damage or injury. If the necessary license is not afforded, it shall be the duty of the owner of the adjoining lot, building or structure to make safe his or her own property, for the prosecution of which said owner shall be granted the necessary license to enter the premises of the demolition or excavation.
16. All waste materials shall be removed in a manner that prevents injury or damage to persons, adjoining properties and public rights-of-way.
17. If the person causing a demolition or excavation to be made is not afforded license to enter an adjoining structure, that person shall immediately notify in writing both the Building official and the owner of the adjoining property that the responsibility of providing support to the adjoining lot, building or structure has become the exclusive responsibility of the owner of the adjoining property.
18. Where a structure has been demolished or removed and a building permit has not been approved, the vacant lot shall be filled, graded and maintained in conformity to the established elevation of the street grade at curb level nearest to the point of demolition or excavation. Provision shall be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
19. Contractor shall make necessary arrangements for all service utility connections to be discontinued and capped in accordance with the approved rules and the requirements of the authority having jurisdiction.
20. The contractor shall daily keep all public sidewalks, streets and alleys clean to the satisfaction of the City of Battle Creek. The contractor shall leave all parcels in the contract in a condition acceptable to the City of Battle Creek before final payment will be approved.
21. Contractor is responsible for the demolition of the entire structure, including all hazardous materials identified herein and all actions of any subcontractor(s). Removal of any materials from this site shall meet all local, State, and Federal standards and laws.

## PRICE SHEET

We propose to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below.

**TOTAL PRICE**

\$ \_\_\_\_\_

**169 W Fountain Street**

Provide names of any and all subcontractors AND the specific work that they would do (be sure to provide copies of their licenses):

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### OFFER TO CONTRACT:

**TO THE CITY OF BATTLE CREEK:** We hereby offer and agree to furnish the materials, transportation, or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Battle Creek. We agree to complete the contract within 45 calendar days of the date of the purchase order. The City may extend this completion date for contractors who are awarded many properties. Such an extension should be requested at the time of contract award. The City will approve the completion extension in writing. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City 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 the contract as a result of a material breach in the Contract for violations of Chapter 214.

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

For clarification of this offer, contact:

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

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

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

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

\_\_\_\_\_  
Title

---

### ACCEPTANCE OF OFFER:

The Offer is hereby accepted for the following items: \_\_\_\_\_

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_, The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

**COUNTERSIGNED:**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
City Manager Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Witness Signature

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

**ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM**

**I. YOUR FIRM'S BACKGROUND:**

Is your firm an MBE (at least 51% minority ownership)?    \_\_\_ YES    \_\_\_ NO  
 Is your firm a WBE (at least 51% woman ownership)?    \_\_\_ YES    \_\_\_ NO  
 Are you subcontracting any part of this project?    \_\_\_ YES    \_\_\_ NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

**III. DBE RECRUITMENT ACTIVITY LOG:** List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM APPROACHED, BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____

**ATTACHMENT B**

**ENVIRONMENTAL INSPECTION SUMMARY REPORT**

# PRE-DEMOLITION ENVIRONMENTAL INSPECTION SUMMARY REPORT

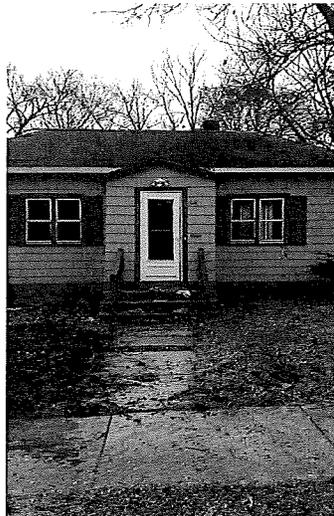
Prepared For:

City of Battle Creek  
10 Division St N  
Battle Creek, MI 49014

Parcel:	NA
House No:	169 Fountain St W, Battle Creek, MI 49037
Date Inspected:	3/9/2017
Inspected By:	Jake Gleason
Inspectors State Card #	A-49991

## Building Information

No. Stories	1	Garage	Detached
Square Footage	1100 SF	Garage Square Footage	500 SF
Basement Square Footage	500 SF	Garage Siding	Brick
Siding	Wood	Garage Color	Blue
Color	Blue	Garage Shingles	Asphalt Shingle
Roof Shingles	Asphalt Shingle	Electric (Gone)	Disconnected
Asbestos present	Yes	Gas (Gone)	Disconnected
Inaccessible areas			



## Pre-Demolition Environmental Inspection Summary Report

Parcel: NA  
House No. 169 Fountain St W, Battle Creek, MI 49037  
Date Inspected: 3/9/2017

**TABLE 1**

### HAZARDOUS MATERIALS

Material Description	Quantity & Units	Location
Cleaner	5	Room 10
Smoke Detector	1	Room 2
Thermostat	1	Room 5

### TIRE(s) REPORT

**Material**                      **Quantity & Units**                      **Location**

None observed above household quantities

Pre-Demolition Environmental Inspection Summary Report

Parcel: NA  
 House No. 169 Fountain St W, Battle Creek, MI 49037  
 Date Inspected: 3/9/2017

**TABLE 2**  
**SUSPECT ASBESTOS CONTAINING MATERIALS**

Material #	Friable (F) / Non-Friable (NF)	Material Description	Material Location	Estimated Quantity	ACM Present
1	F	Plaster	Throughout	3500 SF	No
2	F	Skim coat	Throughout	3500 SF	No
3	F	Ceiling texture	Room 5, 8	500 SF	No
<b>4</b>	<b>F</b>	<b>Duct wrap, grey</b>	<b>Room 3, 6, 8</b>	<b>10 SF</b>	<b>YES</b>
5	NF	Concrete, grey	Room 10	500 SF	No
6	NF	Wire wrap, black	Throughout	1500 LF	No
7	F	Mastic wood tiles, yellow	Room 8	10 SF	No
8	NF	Cement surfacing, white	Room 10	900 SF	No
9	F	Drywall	Room 2, 5	3500 SF	No
10	F	Drywall, tape	Room 8	1000 SF	No
11	F	Drywall, mud	Room 8	1000 SF	No
12	NF	12x12 Peel and stick, white	Room 8	96 SF	No
<b>13</b>	<b>NF</b>	<b>Linoleum, orange with stripes</b>	<b>Room 8</b>	<b>96 SF</b>	<b>YES</b>
14	F	Linoleum, tan with gold specs	Room 6	36 SF	No
15	NF	Linoleum, orange	Room 4	36 SF	No
16	F	Underlayment, brown fiber	Room 4	36 SF	No
17	NF	Mortar chimney, grey	Room 4	36 SF	No
18	F	Ceiling tile, brown	Room 10	500 SF	No
19	F	Blown-in insulation, grey	Throughout	3500 SF	No
20	NF	Linoleum, brown wood grain	Room 7	1 SF	No

Table 2 - Is a summary of the materials that were sampled. Materials that test positive for asbestos have been bolded to make identification easier. Quantities that are listed are estimates only. It is the contractor's responsibility to verify all amounts of asbestos identified during the bid process.

Pre-Demolition Environmental Inspection Summary Report

Parcel: NA  
 House No. 169 Fountain St W, Battle Creek, MI 49037  
 Date Inspected: 3/9/2017

**TABLE 2**  
**SUSPECT ASBESTOS CONTAINING MATERIALS**

Material #	Friable (F) / Non-Friable (NF)	Material Description	Material Location	Estimated Quantity	ACM Present
21	NF	Linoleum, white with specs	Room 7	1 SF	No
22	F	Ceiling board, brown fiber	Room 9	12 SF	No
23	F	House wrap, tan fiber	Exterior (house)	1600 SF	No
<b>24</b>	<b>F</b>	<b>Window glazing, white</b>	<b>Exterior</b>	<b>28 windows</b>	<b>YES</b>
25	F	Roof asphalt, black and white	Exterior (garage)	400 SF	No
26	F	Roof asphalt, black and green	Exterior (house)	1500 SF	No
27	F	Linoleum, tan/gold	Room 8	10 SF	No

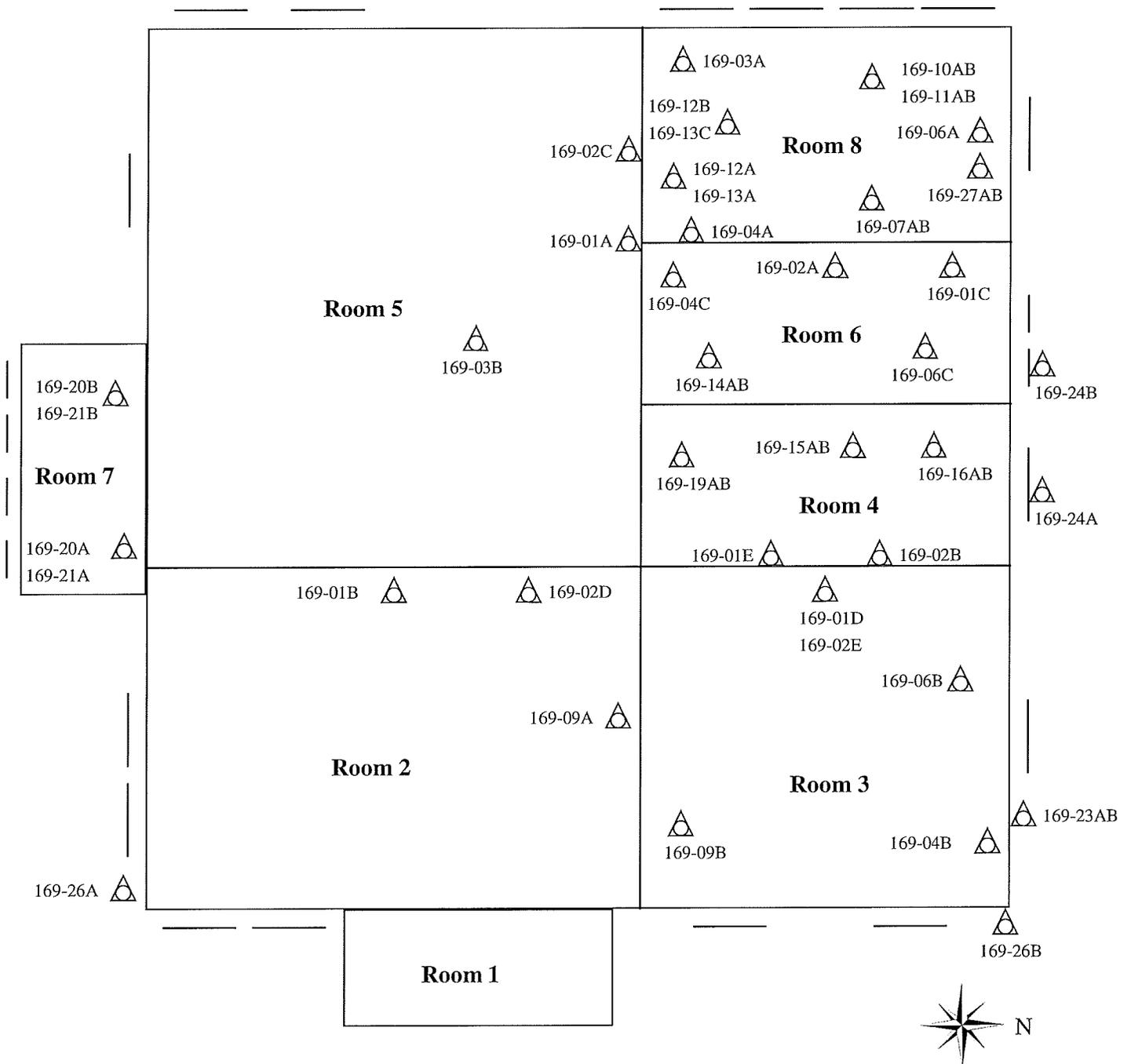
Table 2 - Is a summary of the materials that were sampled. Materials that test positive for asbestos have been bolded to make identification easier. Quantities that are listed are estimates only. It is the contractor's responsibility to verify all amounts of asbestos identified during the bid process.

Attachment:

Site Drawing

1st floor

NA  
169 Fountain St W, Battle Creek, MI 49037  
3/9/2017



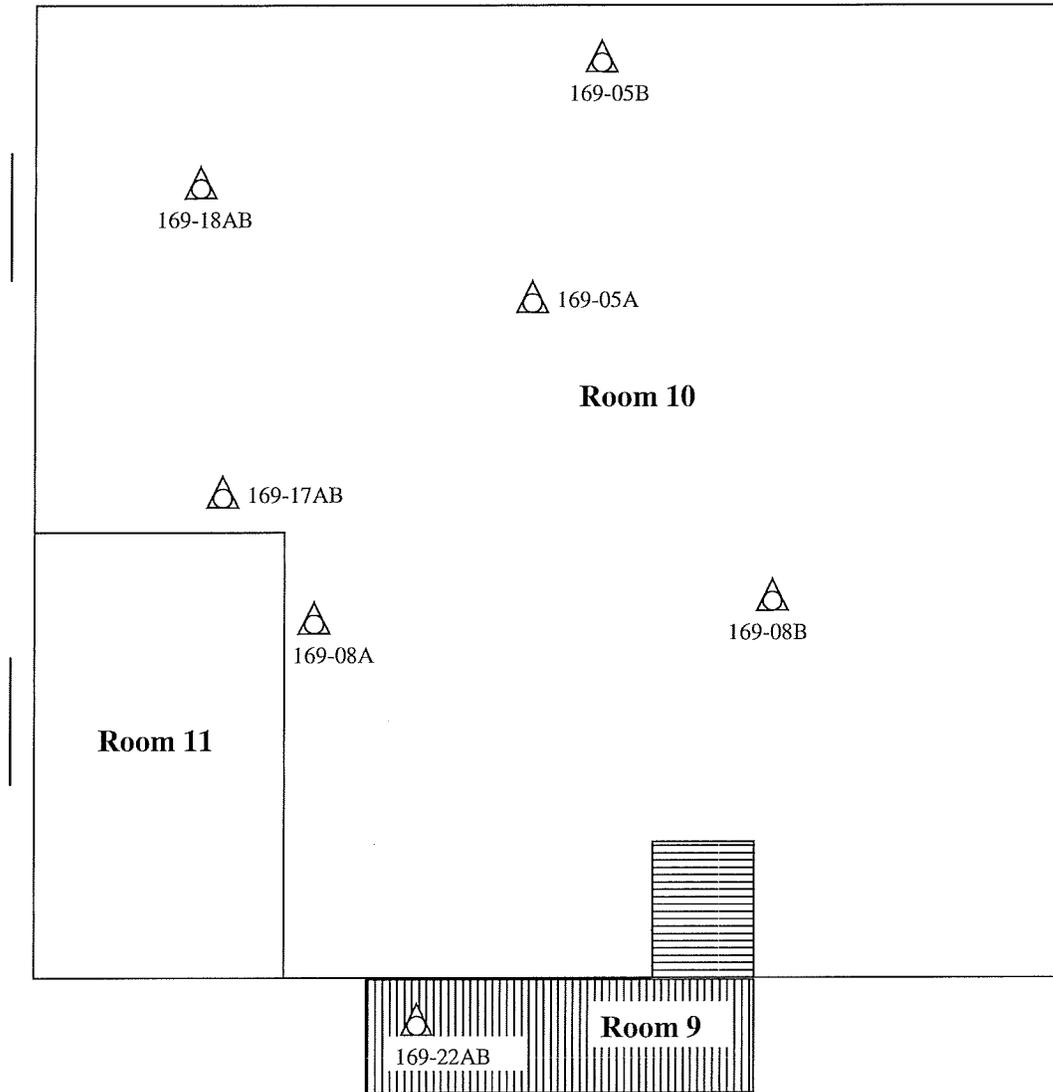
- HAZ     Hazardous materials
-      Sample Location
-      Tires

Please Note: This is a rough floor plan only. All items, (doorways, Windows, etc.) may not be included in this illustration. Also, room and component sizes are not drawn to scale.

City of Battle Creek  
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**Basement**

NA  
169 Fountain St W, Battle Creek, MI 49037  
3/9/2017



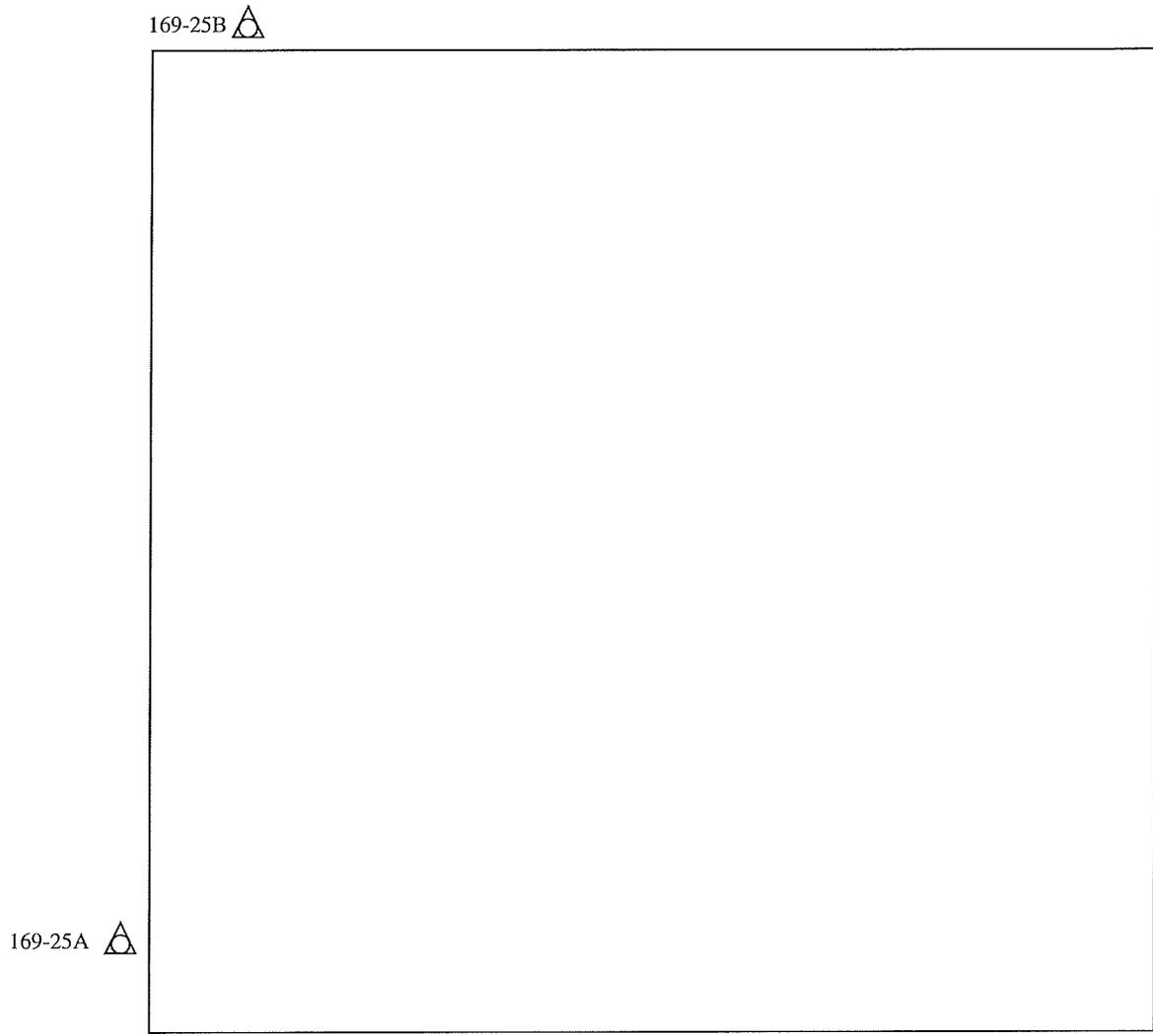
- HAZ Hazardous materials
-  Sample Location
-  Tires

Please Note: This is a rough floor plan only. All items, (doorways, Windows, etc.) may not be included in this illustration. Also, room and component sizes are not drawn to scale.

City of Battle Creek  
\*\*

Garage

NA  
169 Fountain St W, Battle Creek, MI 49037  
3/9/2017



- HAZ Hazardous materials
-  Sample Location
-  Tires

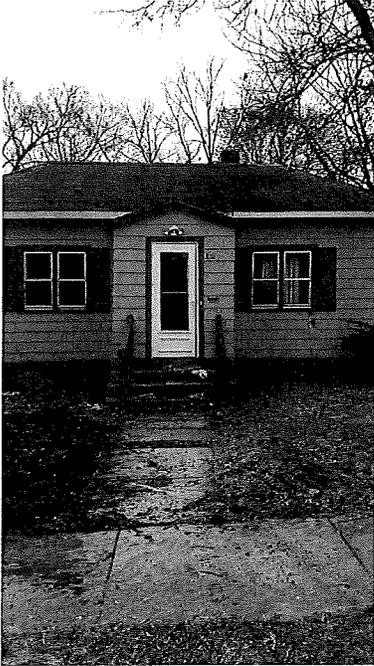
Please Note: This is a rough floor plan only. All items, (doorways, Windows, etc.) may not be included in this illustration. Also, room and component sizes are not drawn to scale.

City of Battle Creek  
\*\*

Attachment:  
Site Photographs

## Representative Pictures of House/Property

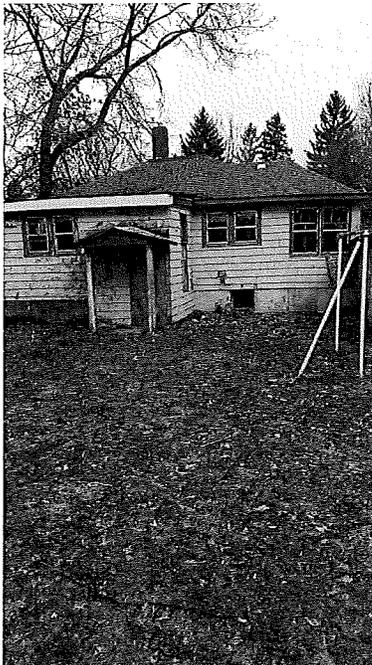
Parcel: NA  
House No. 169 Fountain St W, Battle Creek, MI 49037  
Date Inspected: 3/9/2017



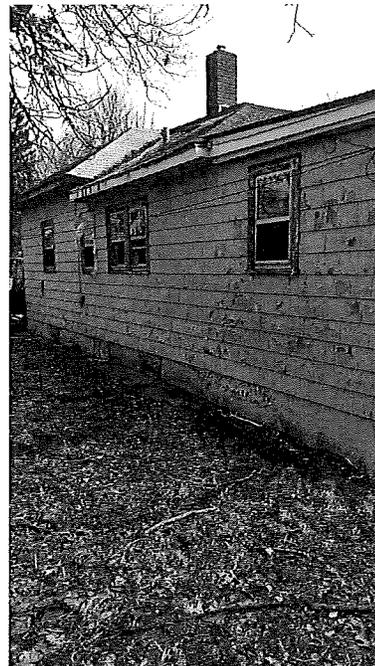
Front of house/property



Side #1 of house/property



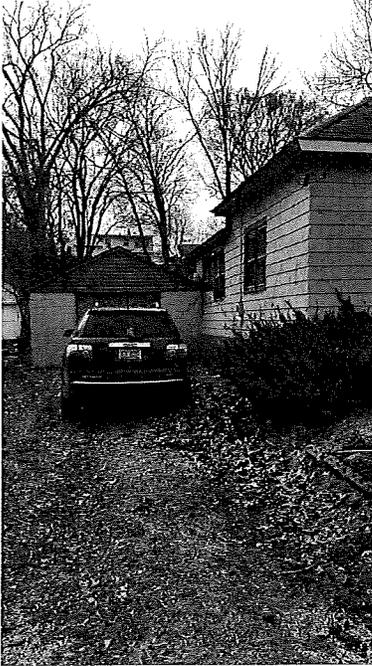
Back of house/property



Side #2 of house/property

## Representative Pictures of House/Property

Parcel:	NA
House No.	169 Fountain St W, Battle Creek, MI 49037
Date Inspected:	3/9/2017



Garage

## Representative Pictures of Hazardous Materials

Parcel: NA  
House No. 169 Fountain St W, Battle Creek, MI 49037  
Date Inspected: 3/9/2017



Cleaner



Smoke Detector



Thermostat

## Representative Pictures of Asbestos Containing Materials

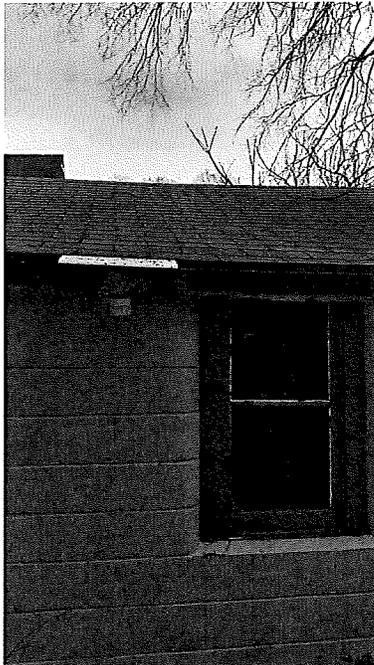
Parcel: NA  
House No. 169 Fountain St W, Battle Creek, MI 49037  
Date Inspected: 3/9/2017



Duct Wrap



Linoleum (stripes)

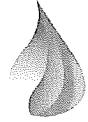


Window Glazing

Attachment:

Laboratory Analytical Results

# ENVIRONMENTAL TESTING LABORATORIES, INC.



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

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

Project Location : Vacant Residence  
169 Fountain St W, Battle Creek

Attention : Matt Flanders

Client Project : N/A

ETC Job : 190653

Report Date : 3/21/2017

Login #	Sample ID	Work Requested	Completed
526969	01A	Asbestos Analysis	03/21/2017
526970	01B	Asbestos Analysis	03/21/2017
526971	01C	Asbestos Analysis	03/21/2017
526972	01D	Asbestos Analysis	03/21/2017
526973	01E	Asbestos Analysis	03/21/2017
526974	02A	Asbestos Analysis	03/21/2017
526975	02B	Asbestos Analysis	03/21/2017
526976	02C	Asbestos Analysis	03/21/2017
526977	02D	Asbestos Analysis	03/21/2017
526978	02E	Asbestos Analysis	03/21/2017
526979	03A	Asbestos Analysis	03/21/2017
526980	03B	Asbestos Analysis	03/21/2017
526981	04A	Asbestos Analysis	03/21/2017
526982	04B	Asbestos Analysis	03/21/2017
526983	04C	Asbestos Analysis	03/21/2017
526984	06A	Asbestos Analysis	03/21/2017
526985	06B	Asbestos Analysis	03/21/2017
526986	06C	Asbestos Analysis	03/21/2017
526987	05A	Asbestos Analysis	03/21/2017
526988	05B	Asbestos Analysis	03/21/2017

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

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Login #	Sample ID	Work Requested	Completed
526989	07A	Asbestos Analysis	03/21/2017
526990	07B	Asbestos Analysis	03/21/2017
526991	08A	Asbestos Analysis	03/21/2017
526992	08B	Asbestos Analysis	03/21/2017
526993	09A	Asbestos Analysis	03/21/2017
526994	09B	Asbestos Analysis	03/21/2017
526995	10A	Asbestos Analysis	03/21/2017
526996	10B	Asbestos Analysis	03/21/2017
526997	11A	Asbestos Analysis	03/21/2017
526998	11B	Asbestos Analysis	03/21/2017
526999	12A	Asbestos Analysis	03/21/2017
527000	12B	Asbestos Analysis	03/21/2017
527001	13A	Asbestos Analysis	03/21/2017
527002	13B	Asbestos Analysis	03/21/2017
527003	14A	Asbestos Analysis	03/21/2017
527004	14B	Asbestos Analysis	03/21/2017
527005	15A	Asbestos Analysis	03/21/2017
527006	15B	Asbestos Analysis	03/21/2017
527007	16A	Asbestos Analysis	03/21/2017
527008	16B	Asbestos Analysis	03/21/2017
527009	17A	Asbestos Analysis	03/21/2017
527010	17B	Asbestos Analysis	03/21/2017
527011	18A	Asbestos Analysis	03/21/2017
527012	18B	Asbestos Analysis	03/21/2017
527013	19A	Asbestos Analysis	03/21/2017
527014	19B	Asbestos Analysis	03/21/2017
527015	20A	Asbestos Analysis	03/21/2017

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Login #	Sample ID	Work Requested	Completed
527016	20B	Asbestos Analysis	03/21/2017
527017	21A	Asbestos Analysis	03/21/2017
527018	21B	Asbestos Analysis	03/21/2017
527019	22A	Asbestos Analysis	03/21/2017
527020	22B	Asbestos Analysis	03/21/2017
527021	23A	Asbestos Analysis	03/21/2017
527022	23B	Asbestos Analysis	03/21/2017
527023	24A	Asbestos Analysis	03/21/2017
527024	24B	Asbestos Analysis	03/21/2017
527025	25A	Asbestos Analysis	03/21/2017
527026	25B	Asbestos Analysis	03/21/2017
527027	26A	Asbestos Analysis	03/21/2017
527028	26B	Asbestos Analysis	03/21/2017
527029	27A	Asbestos Analysis	03/21/2017
527030	27B	Asbestos Analysis	03/21/2017

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Reviewed by:



Quality Assurance Coordinator

### Polarized Light Microscopy Asbestos Analysis Report

**To :** Environmental Testing And Consulting Inc.  
 38900 Huron River Drive  
 Romulus, MI 48174  
**Location :** Vacant Residence  
 169 Fountain St W, Battle Creek

**ETC Job :** 190653  
**Client Project :** N/A  
**Date Collected :** 03/09/2017  
**Date Received :** 03/15/2017  
**Date Analyzed :** 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
526969 01A RM-05 Wall Analyst: Dave Cousino	Plaster	Gray Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526970 01B Rm-02 Wall Analyst: Dave Cousino	Plaster	Gray Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
526971 01C RM-06 Wall Analyst: Dave Cousino	Plaster	Gray Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526972 01D RM-03 Wall Analyst: Dave Cousino	Plaster	Gray Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
526973 01E RM-04 Wall Analyst: Dave Cousino	Plaster	Gray Non-Fibrous Homogenous	5% Cellulose	95% Other	None Detected
526974 02A RM-06 Wall Analyst: Dave Cousino	Skim Coat	White Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
526975 02B RM-04 Wall Analyst: Dave Cousino	Skim Coat	White Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected

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



NVLAP LAB CODE 201025-0

# Certificate of Analysis

Environmental Testing Laboratories, Inc.



38900 Huron River Drive,  
Suite 200, Romulus, Michigan 48174,  
(734) 955-6600, Fax: (734) 955-6604

## Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.  
38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
526976 02C RM-05 Wall Analyst: Dave Cousino	Skim Coat	White Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526977 02D RM-02 Wall Analyst: Dave Cousino	Skim Coat	White Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526978 02E RM-03 Wall Analyst: Dave Cousino	Skim Coat	White Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
526979 03A RM-08 Ceiling Analyst: Dave Cousino	Ceiling Texture	White Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526980 03B RM-05 Ceiling Analyst: Dave Cousino	Ceiling Texture	White Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526981 04A RM-08 Duct Analyst: Dave Cousino	Duct Wrap	Gray Fibrous Homogenous	60% Cellulose	15% Other	25% Chrysotile
526982 04B RM-03 Duct Analyst: Dave Cousino		Not Analyzed			

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NVLAP LAB CODE 20-025-01

# Certificate of Analysis

Environmental Testing Laboratories, Inc.



38900 Huron River Drive,  
Suite 200, Romulus, Michigan 48174,  
(734) 955-6600, Fax: (734) 955-6604

## Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.  
38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
526983 04C RM-06 Duct Analyst: Dave Cousino		Not Analyzed			
526984 06A RM-08 Analyst: Dave Cousino	Wire Wrap	Black Non-Fibrous Homogenous	15% Cellulose	85% Other	None Detected
526985 06B RM-03 Analyst: Dave Cousino	Wire Wrap	Black Non-Fibrous Homogenous	12% Cellulose	88% Other	None Detected
526986 06C RM-06 Analyst: Dave Cousino	Wire Wrap	Black Non-Fibrous Homogenous	10% Cellulose	90% Other	None Detected
526987 05A Basement Analyst: Dave Cousino	Concrete Poured Floor	Gray Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526988 05B Basement Analyst: Dave Cousino	Concrete Poured Floor	Gray Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
526989 07A RM-08 Analyst: Dave Cousino	Mastic	Yellow Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected

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NVLAP LAB CODE 201026-9

# Certificate of Analysis

Environmental Testing Laboratories, Inc.



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## Polarized Light Microscopy Asbestos Analysis Report

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38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
526990 07B RM-08 Analyst: Dave Cousino	Mastic	Yellow Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
526991 08A Basement Analyst: Dave Cousino	Cement Surfacing	White Non-Fibrous Homogenous	5% Cellulose	95% Other	None Detected
526992 08B Basement Analyst: Dave Cousino	Cement Surfacing	White Non-Fibrous Homogenous	6% Cellulose	94% Other	None Detected
526993 09A RM-02 Analyst: Dave Cousino	Drywall	White Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
526994 09B RM-03 Analyst: Dave Cousino	Drywall	White Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
526995 10A RM-08 Ceiling Analyst: Dave Cousino	Tape	White Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected
526996 10B RM-08 Ceiling Analyst: Dave Cousino	Tape	White Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected

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### Polarized Light Microscopy Asbestos Analysis Report

**To :** Environmental Testing And Consulting Inc.  
 38900 Huron River Drive  
 Romulus, MI 48174  
**Location :** Vacant Residence  
 169 Fountain St W, Battle Creek

**ETC Job :** 190653  
**Client Project :** N/A  
**Date Collected :** 03/09/2017  
**Date Received :** 03/15/2017  
**Date Analyzed :** 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
526997 11A RM-08 Ceiling Analyst: Dave Cousino	Mud	White Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
526998 11B RM-08 Ceiling Analyst: Dave Cousino	Mud	White Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
526999 12A RM-08 Analyst: Dave Cousino	12x12 Floor Tile Peel N Stick	White Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected
527000 12B RM-08 Ceiling Analyst: Dave Cousino	12x12 Floor Tile Peel N Stick	White Non-Fibrous Homogenous	1% Cellulose	99% Other	None Detected
527001 13A RM-08 Ceiling Analyst: Dave Cousino	Linoleum (Stripes)	Orange Fibrous Homogenous	50% Cellulose	30% Other	20% Chrysotile
527002 13B RM-08 Ceiling Analyst: Dave Cousino		Not Analyzed			
527003 14A RM-06 Analyst: Dave Cousino	Linoleum (Gold Specks)	Tan Fibrous Homogenous	20% Cellulose	80% Other	None Detected

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# Certificate of Analysis

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## Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.  
38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
527004 14B RM-06 Analyst: Dave Cousino	Linoleum (Gold Specks)	Tan Fibrous Homogenous	25% Cellulose	75% Other	None Detected
527005 15A RM-04 Analyst: Dave Cousino	Linoleum	Orange Fibrous Homogenous	2% Cellulose	98% Other	None Detected
527006 15B RM-04 Analyst: Dave Cousino	Linoleum	Orange Fibrous Homogenous	3% Cellulose	97% Other	None Detected
527007 16A RM-04 Analyst: Dave Cousino	Underlayment	Brown Fibrous Homogenous	90% Cellulose	10% Other	None Detected
527008 16B RM-04 Analyst: Dave Cousino	Underlayment	Brown Fibrous Homogenous	90% Cellulose	10% Other	None Detected
527009 17A Basement Analyst: Dave Cousino	Chimney Mortar	Gray Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected
527010 17B Basement Analyst: Dave Cousino	Chimney Mortar	Gray Non-Fibrous Homogenous	4% Cellulose	96% Other	None Detected

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## Polarized Light Microscopy Asbestos Analysis Report

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38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
527011 18A Basement Analyst: Dave Cousino	Ceiling Tile	Brown Fibrous Homogenous	90% Cellulose	10% Other	None Detected
527012 18B Basement Analyst: Dave Cousino	Ceiling Tile	Brown Fibrous Homogenous	85% Cellulose	15% Other	None Detected
527013 19A Attic- RM-04 Analyst: Dave Cousino	Blown In Insulation	Gray Fibrous Homogenous	80% Cellulose	20% Other	None Detected
527014 19B RM-04 Analyst: Dave Cousino	Blown In Insulation	Gray Fibrous Homogenous	80% Cellulose	20% Other	None Detected
527015 20A RM-07 Analyst: Dave Cousino	Linoleum (Wood Grain)	Brown Fibrous Homogenous	85% Cellulose	15% Other	None Detected
527016 20B RM-07 Analyst: Dave Cousino	Linoleum (Wood Grain)	Brown Fibrous Homogenous	80% Cellulose	20% Other	None Detected
527017 21A RM-07 Analyst: Dave Cousino	Linoleum (Specks)	White Fibrous Homogenous	75% Cellulose	25% Other	None Detected

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## Polarized Light Microscopy Asbestos Analysis Report

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Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
527018 21B RM-07 Analyst: Dave Cousino	Linoleum (Specks)	White Fibrous Homogenous	80% Cellulose	20% Other	None Detected
527019 22A RM-09 Analyst: Dave Cousino	Ceiling Board	Brown Fibrous Homogenous	80% Cellulose	20% Other	None Detected
527020 22B RM-09 Analyst: Dave Cousino	Ceiling Board	Brown Fibrous Homogenous	90% Cellulose	10% Other	None Detected
527021 23A Ext. House Analyst: Dave Cousino	House Wrap	Tan Fibrous Homogenous	95% Cellulose	5% Other	None Detected
527022 23B Ext. House Analyst: Dave Cousino	House Wrap	Tan Fibrous Homogenous	90% Cellulose	10% Other	None Detected
527023 24A Ext. Window Analyst: Dave Cousino	Window Glazing	White Non-Fibrous Homogenous	5% Cellulose	85% Other	10% Chrysotile
527024 24B Ext. Window Analyst: Dave Cousino		Not Analyzed			

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## Polarized Light Microscopy Asbestos Analysis Report

To : Environmental Testing And Consulting Inc.  
38900 Huron River Drive  
Romulus, MI 48174  
Location : Vacant Residence  
169 Fountain St W, Battle Creek

ETC Job : 190653  
Client Project : N/A  
Date Collected : 03/09/2017  
Date Received : 03/15/2017  
Date Analyzed : 03/21/2017

Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
527025 25A Garage Analyst: Dave Cousino	Roof Asphalt	Black/White Non-Fibrous Homogenous	2% Cellulose 3% Fiberglass	95% Other	None Detected
527026 25B Garage Analyst: Dave Cousino	Roof Asphalt	Black/White Non-Fibrous Homogenous	1% Cellulose 3% Fiberglass	96% Other	None Detected
527027 26A Ext House Analyst: Dave Cousino	Roof Asphalt	Black/Green Non-Fibrous Homogenous	2% Cellulose	98% Other	None Detected
527028 26B Ext House Analyst: Dave Cousino	Roof Asphalt	Black/Green Non-Fibrous Homogenous	3% Cellulose	97% Other	None Detected
527029 27A KIT8 Countertop Analyst: Dave Cousino	Linoleum	Tan/Gold Fibrous Homogenous	30% Cellulose	70% Other	None Detected
527030 27B KIT8 Countertop Analyst: Dave Cousino	Linoleum	Tan/Gold Fibrous Homogenous	40% Cellulose	60% Other	None Detected

Lab Supervisor/Other Signatory

Analyst: Dave Cousino

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**ETC Job :** 190653  
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**Date Collected :** 03/09/2017  
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Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Asbestos
--------	-------------	------------	-----------	---------------	------------

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

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# Asbestos Material Sampling Summary Sheet

## Surfacing materials

Revision date 5/7/2015

Job #:	Building: 169 W. Fountain St BOSTON Creek			Date: 3/21/17	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #
Material no.	Material Description	Friable (F) / Non-Friable (NF)	Sample Letter	Sample Location			
01	Material: PLASTER GREY	F	A	Rm 5 WALL	526969	3500 SF	
			B	Rm 2 WALL	70		
			C	Rm 6 WALL	71		
			D	Rm 3 WALL	72		
			E	Rm 4 WALL	73		
02	Material: SKIM COAT	F	A	Rm 6 WALL	74	3500 SF	
			B	Rm 4 WALL	75		
			C	Rm 5 WALL	76		
			D	Rm 2 WALL	77		
			E	Rm 3 WALL	78		
03	Material: CEILING TEXTURE	F	A	Rm 8 Ceiling	79	500 SF	
			B	Rm 5 Ceiling	80		
			C				
			D				
			E				

<1000 SF = 3 samples

1000 - <5000 = 5 samples

2 of 2

>5000 = 7 samples

Asbestos Material Sampling Summary Sheet  
 TSI (Thermal System Insulation) materials

Job #:	190653	Building:	169 W. Fountain St, Battle Creek	Date:	3/9/17	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #
Material no.	Material Description	Friable (F)/ Non-Friable (NF)	Sample Letter	Sample Location	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #	
04	Material: <del>PIPE</del> DUCT WRAP	F	A	Rm 8 DUCT	Rooms 3, 4, 8	10 SF		
	Description: Covey		B	Rm 3 DUCT				82
			C	Rm 4 DUCT				83
06	Material: WIRE WRAP	NF	A	Rm 8 "	Average of 4 rooms	1500 LF		
	Description: Black		B	" 3 "				85
			C	" 4 "				86
	Material: Description:							
	Material: Description:							
	Material: Description:							
	Material: Description:							
	Material: Description:							
	Material: Description:							

3 samples with the exception of patches less than 6 LF or 6 SF, then only 1 sample

# Asbestos Material Sampling Summary Sheet

## Miscellaneous materials

Revision date 5/7/2015

Job #:	Building: 169 W. Fountain St, BATHY Creek		Date: 3/9/17	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #
Material no.	Material Description	Friable (F)/ Non-Friable (NF)	Sample Letter	Sample Location		
05	Material: CONCRETE FLOORED FLOOR	F	A	Basement	500 SF	
	Description: Grey		B	Basement		
07	Material: MASTIC WOOD TILES	F	A	Rm 8	10 SF	
	Description: yellow		B	Rm 8		
08	Material: Cement Surfaces	F	A	Basement	900 SF	
	Description: white		B	Basement		
09	Material: Drywall	F	A	Rm 2	3500 SF	
	Description: white		B	Rm 3		
10	Material: Drywall Tape P	F	A	Rm 8 ceiling	600 LF	
	Description: white		B	Rm 8 ceiling		
11	Material: Drywall MUD	F	A	Rm 8 ceiling	1000 SF	
	Description: white		B	Rm 8 ceiling		
12	Material: 12X12 Peel Stick Tile	NF	A	Rm 8	96 SF	
	Description: white		B	Rm 8		
13	Material: Linoleum	F	A	Rm 8	96 SF	
	Description: BRASS w STRIPES		B	Rm 8		
14	Material: Linoleum	F	A	Rm 6	36 SF	
	Description: TAN w GOLD STRIPS		B	Rm 6		
15	Material: Linoleum	F	A	Rm 4	36 SF	
	Description: ORANGE		B	Rm 4		

2 samples

4 of 6

# Asbestos Material Sampling Summary Sheet

## Miscellaneous materials

Revision date 5/7/2015

Job #:	Building:		Date:	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #
Material No.	Material Description	Friable (F) / Non-Friable (NF)	Sample Letter	Sample Location		
16	Material: UNDECORATED Description: Brown FIBER	F	A B	Rm 4 Rm 4	36 SF	
17	Material: masonry-chimney Description: CEMENT	NF	A B	Bsmt Bsmt	60 SF	
18	Material: ceiling tile Description: Brown	F	A B	Bsmt Bsmt	500 SF	
19	Material: INSULATION, Brown in Description: Green	F	A B	Attic - Rm 4 Rm 4	3500 SF	
20	Material: LINOLEUM Description: Brown WOODGRAIN	NF	A B	Rm 7 Rm 7	10 SF	
21	Material: LINO LUM Description: WHITE W SYERS	NF	A B	Rm 7 Rm 7	10 SF	
22	Material: Ceiling board Description: Brown FIBER	F	A B	Rm 9 Rm 9	12 SF	
23	Material: HOUSE WRAP Description: TAN FIBER	F	A B	Ext. House Ext. House	1000 SF WINDOWS	
24	Material: WINDOW GLAZING Description: WHITE	F	A B	Ext. Windows Ext. Windows	28 Windows	
25	Material: ROOF ASPHALT Description: Black WHITE	F	A B	Garage Garage	400 SF	

5 of 6

2 samples

# Asbestos Material Sampling Summary Sheet

## Miscellaneous materials

Revision date 5/7/2015

Job #:	Building: 169 W. Fountain St. BATTLE CREEK		Date: 5/9/07	Material Located throughout bldg (Please List all Rooms)	Quantity	Picture #
Material no.	Material Description	Friable (F) / Non-Friable (NF)	Sample Letter	Sample Location		
26	Material: ROOF ASPHALT	F	A	EXT HOUSE	1500	
	Description: Black Green		B	5210 27 EXT HOUSE 28		
27	Material: LINOLEUM	F	A	KIT & Counter top	24	
	Description: TAN Solid		B	KIT & Counter top		
	Material: Description		A			
	Material: Description		B			
	Material: Description		A			
	Material: Description		B			
	Material: Description		A			
	Material: Description		B			
	Material: Description		A			
	Material: Description		B			
	Material: Description		A			
	Material: Description		B			
	Material: Description		A			
	Material: Description		B			

2 samples

6 of 10

Attachment:

Inspection Procedures

## Pre-Demolition Environmental Inspection Procedures

### HAZARDOUS MATERIALS INSPECTION

A table showing hazardous materials, above the household quantity limitations, found at the house is included as **Table 1: Hazardous Materials**. This table lists non-asbestos materials that may be hazardous and require special handling and disposal requirements. Items that might be in this category include: mercury switches, fluorescent lighting tubes and ballasts, halogen lights, Freon in refrigeration units, pesticides, herbicides, paints, solvents, etc.

Under the Resource Conservation and Recovery Act (RCRA) that addresses hazardous wastes, there is a residential household quantity exclusion. Materials are listed in Table I if they are present in quantities larger than what would typically be expected to be used and disposed in a normal household, and/or may require special handling and disposal requirements, such as: paints, solvents, adhesives, oils, tires, large circuit boards (such as televisions, computers, and security systems), prescription drugs, and syringes. On the other hand, if there were only household sized containers of maintenance, cleaning, non-prescription health and personal hygiene products, radios, and controllers present, as would be found in most homes, these materials would not be listed.

Fluorescent lighting systems have ballasts that have the potential to contain polychlorinated biphenyls (PCBs). Although PCBs are no longer commercially produced in the United States, they may be present in U.S. products that were produced prior to 1979, and may still be commercially available from other countries. Fluorescent bulbs, thermostats, and thermometers may contain mercury and can be treated as Universal Waste, which are streamlined standards for managing common types of hazardous waste.

If obtained, photographs of hazardous materials for the above referenced property are included in **Attachment: Site Photographs**.

### ASBESTOS CONTAINING BUILDING MATERIAL INSPECTION

The property was inspected for the presence of asbestos-containing materials (ACMs) in order to meet the requirements of 40 CFR, Part 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP).

#### Asbestos Inspection

The property was inspected for the presence of suspected ACMs. Typical building materials that may contain asbestos included drywall, plaster, stucco, floor tiles, roofing felt and shingles, ceiling tiles, insulation, pipe insulation, and duct insulation.

#### Sample Collection

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

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

## Pre-Demolition Environmental Inspection Procedures

At least two samples of each suspected asbestos containing material identified during the inspection was collected. For surfacing materials (sprayed and/or troweled on) a minimum of three samples were collected for areas that contained less than 1000 square feet of the material; 5 samples were collected for materials 1000 to 5000 square feet, and 7 samples were taken for areas greater than 5000 square feet. A Michigan Accredited Asbestos Inspector collected representative samples of each suspected ACM. Each sample was placed into a sealed plastic bag and labeled. A description of the material and location of the sample collected was recorded in the field notes. The total quantity of each suspected ACM was estimated and recorded in the field notes.

A listing of suspect ACMs at this property that were sampled and sent to the laboratory for analysis is included in **Table 2**. A copy of a floor plan showing sample locations is included in **Attachment: Site Drawing**.

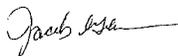
### **Laboratory Analysis / Results**

Each sample of suspect ACM collected at this property was analyzed for asbestos content using polarized light microscopy (PLM) by a NVLAP and NIST accredited laboratory in accordance with 40 CFR Ch. I (1-1-87 Edition) Part 763, Subpart F, Appendix A, pp. 293-299. Asbestos containing materials are defined as materials that contain greater than one percent (>1%) asbestos.

Each sample collected for analysis was delivered to either IATL (International Asbestos Testing Laboratories), 9000 Commerce Parkway, Suite B, Mt. Laurel, NJ 08054, ETL (Environmental Testing Laboratories), 38900 W. Huron River Drive, Suite 200, Romulus, MI 48174, and/or ACM Engineering & Environmental Services, 26598 US Highway 20 West, South Bend, IN 46628. Laboratory results are included in **Attachment: Laboratory Analytical Results**.

### **SIGNATURE**

This report was prepared based on the site conditions that existed at the time of the inspection, sample collection, and the laboratory analytical results.



Prepared by: \_\_\_\_\_

Jake Gleason, Michigan Certified Asbestos Inspector (s)

Michigan Accreditation Number (s) A-49991