

**January 28, 2016**  
**RFP 16- CGRPDEMO1**  
**Request for Qualifications and Cost Proposal**  
**Deconstruction and Demolition Services**  
**Muskegon County Land Bank / City of Muskegon Heights**

**Bidder's Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

The Muskegon County Land Bank / City of Muskegon Heights invites all interested companies and individuals to submit qualifications and a cost proposal for the Neighborhood Stabilization Program. A set of conditions and specifications I requirements are enclosed.

Sealed Proposals clearly marked with "**RFP 16- CGRPDEMO1**" will be accepted at the **Muskegon County Land Bank**, 173 East Apple Avenue, Suite 104. Muskegon, Michigan 49442 until 3:00 p.m. February 11, 2016 .

**No Late Bids will be accepted**

Document published by  
Christopher J. Dean Fire Chief  
City of Muskegon Heights

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**Project Purpose**

The Muskegon County Land Bank / City of Muskegon Heights is accepting qualifications and cost proposal for the site demolition and removal of one commercial structure located 28\_\_Hoyt, Muskegon Heights, MI 49444

**Bid Packet**

Bid packets will be available starting January 28, 2016. The bid packet must be returned to the **Muskegon County Land Bank**, 173 East Apple Avenue, Suite 104. Muskegon, Michigan 49442 until 3:00 p.m. February 11, 2016.

Bid documents may be obtained at [www.cityofmuskegoheights.org](http://www.cityofmuskegoheights.org) or the Builders Exchange of Michigan. A pre-bid voluntary conference will be held on February 4, 2016, from 11AM to 12 Noon at Muskegon Heights, City Hall, Council Chambers (2715 Baker, Muskegon Heights, MI). Inquiries can be made by the following means: Phone 231-724-6170 Timothy Burgess or via email at [BurgessTi@co.muskegon.mi.us](mailto:BurgessTi@co.muskegon.mi.us)

No late bids will be accepted. The Muskegon County Land Bank / City of Muskegon Heights reserves the right to accept or reject any or all bids and reserves the right to waiver formalities and to take such actions as it deems necessary in the best interest of Muskegon County Land Bank / City of Muskegon Heights. Both the Muskegon County Land Bank / City of Muskegon Heights operates on an equal opportunity / affirmative action basis in its bidding policy (Title VII of the Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A. 60-1.4, Revised Order No. 4)

Christopher J. Dean Fire Chief

Publish: January 28,2016

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Section I.  
Bid Certification  
(Page 1 of Bid Document)

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentence and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, and certify that I am authorized to sign for the bidder.

Bidder: \_\_\_\_\_

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

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

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

FAX: \_\_\_\_\_

E- Mail: \_\_\_\_\_

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

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

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

**Total Bid Amount:** \_\_\_\_\_

Bid Breakdown

Asbestos Abatement Total: \_\_\_\_\_

Demolition Total: \_\_\_\_\_

Disposal Total: \_\_\_\_\_

Fill and Landscaping Total: \_\_\_\_\_

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**CONFLICT OF INTEREST DISCLOSURE FORM**

(Page 2 of Bid Document)

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Muskegon Heights Or County of Muskegon employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a city employee or county, elected official, or employee is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

NAME(S)

POSITION(S)


FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Page 3 of Bid Document)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

Bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed

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

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**A. General Bid Conditions/Instruction to Bid**

These conditions are an integral part of this bid, and as such, the bidder must comply with them.

1. The prospective bidder must use Local Governmental Units bid documents.
2. Alternatives must be placed on a separate sheet of paper.

**B. Federal and State Regulation Compliance**

1. In accordance with the Housing and Urban Development Act of 1968, as amended (12USC1701 u) and stated in the City of Muskegon Heights, Section 3 Employment Plan 10% of the grant dollars/ contract will be used to directly employ Muskegon Heights residents or businesses in the deconstruction or demolition of buildings funded under this program.
2. At the time of the solicitation, the Prime Demolition Contractor must identify and enter into a partnership with a deconstruction company for the purpose of providing services for this contract. The Prime Demolition Contractor will be responsible for the deconstruction activities on the site. The deconstruction company will be employed and the responsibility of the Prime Demolition Contractor.

**C. Project Submission Schedule**

The payment time or closing dates, as stated in the bid form, shall be required to deliver and complete items after the receipt of the award. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the closing time in each item separately. The payment schedule must be included in and restated in each bid and adhered to as the following:

- |   |                       |
|---|-----------------------|
| 1. Request for Qualifications and Cost Proposal Available to the Public | January 28, 2016      |
| 2. Pre-bid Meeting  | February 04, 2016     |
| 3. Submission of Request for Qualifications and Cost Proposal Due       | February 11, 2016     |
| 4. Bid Awarded by the Muskegon County Land Bank                         | Apx February 17, 2016 |
| 5. Work commence by   | March 17, 2016        |
| 6. Demolition Completed   | April 30, 2016        |

If there are any questions concerning the specifications contained in this bid request please contact Timothy Burgess phone 231-724-6170 or via email at [BurgessTi@co.muskegon.mi.us](mailto:BurgessTi@co.muskegon.mi.us)

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The Muskegon County Land Bank / City of Muskegon Heights reserves the right to accept or reject any and all bid requests, all rights granted to it by law, the right to waiver formalities and take such action as it deems necessary in the best interest of the Muskegon County Land Bank / City of Muskegon Heights.

**D. Bidder/Offeror Representation**

1. Each bidder / offer must sign the bid with his or her signature and shall give his or her full business address on the form provided in this bid.
2. The County of Muskegon and the City of Muskegon Heights operates on an equal opportunity / affirmative action basis in its bidding policy (Title VII of the Civil Rights Act of 1964. Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-1.4, Revised Order No 4.) Bidding is open to all interested parties, in compliance with national, state and local laws.
3. This award will be made to that responsible bidder whose bid conforms to this solicitation, and will be most advantageous to the County and City in price and number of items purchased.

**E. Bid / Offer Qualifications**

No bid shall be accepted and no contract will be awarded to any person, firm or corporation that is in arrears to the City or County, upon debt or contract that is a defaulter as surety or otherwise, upon any obligation to the City or County, or that is deemed irresponsible or unreliable by the City or County. If requested, bidder/offer shall be required to submit satisfactory evidence that they have a practical knowledge of the particular sale/supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the specifications.

**F. Vendor /Bidder Complaints or Protests**

The Muskegon County Land Bank / City of Muskegon Heights have established administrative procedures for handling bidder complaints in a fair and timely manner.

Step 1: Bidders should inform the Muskegon County Treasure's Office in writing within five days of the incident that he or she has a complaint. The County Treasure will investigate the complaint and make a decision concerning the matter.

Step 2: If the bidder is dissatisfied with the Muskegon County Treasure's reply, an appeal must be made in writing within seven days to the Muskegon County Board of Commissioners

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**G. Errors I Omissions I Discrepancies**

Any errors, omissions or discrepancies in the specifications discovered by a prospective bidder shall be brought to the attention of the Muskegon County Land Bank as soon after discovery. Further, the bidder shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

**H. Bid Submission**

Prospective bidders will be expected to allow adequate time for the delivery of their bid by mail. Faxed bids will **not** be accepted.

**I. Bid Awards**

1. No bid award will be made at the time of the bid opening.
2. Individuals submitting bids, who wish to know the results before the award is made, may contact the Muskegon County Land Bank 5 business days following the bid opening.

**J. Termination for Convenience**

The Muskegon County Land Bank / City of Muskegon Heights may terminate a contract, in whole or in part, whenever the City / County Land Bank determines that such termination is in the best interest of the City / County Land Bank, without showing cause, upon given notice to the contractor.

**K. Termination for Default**

When the bidder/contractor has not performed or has unsatisfactorily performed the contract, the Muskegon County Land Bank may terminate the contract for default.

Bid conditions/instructions to the bidder, specifications/requirements may become part of the service contract.



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**Section II**  
**Terms and Conditions**

**1. Scope of Services.**

The Contractor shall, perform and carry out in a satisfactory and proper manner, as determined by the Local Governmental Units, the following:

- A. Act as Prime Contract on this demolition project.
- B. Perform, partner with or subcontract all deconstruction activities if required
- C. Remove and dispose of asbestos materials in accordance with Environmental Protection Agency, Michigan Occupational Safety and Health Administration and Michigan Department of Environmental Quality regulations.
- D. Demolition and removal of all structures located on property
- E. Break up and removal of all concrete, i.e., basements, driveways, walkways, slabs, etc

**2. Time and Performance.**

The services of the Contractor shall commence by March 17, 2016 and shall be completed by April 30, 2016. All requests for payment along with approved completion inspection reports shall be submitted to the Muskegon County Land Bank no later than January 1, 2015. A 10% retainage will be held by the Muskegon County Land Bank until all waivers and inspections are submitted.

**3. Relationship Between Parties.**

The Contractor is engaged by the Local Governmental Units only for the purposes and to the extent set forth in this Contract, and his relationship the Local Governmental Units during the term of this contract shall be that of an independent contractor. The Contractor shall be free to dispose of such portion of his entire time, energy, and skill during regular business hours as he is not obligated to devote hereunder to the Local Governmental Units in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. The Contractor shall not be considered as having employee status or as being entitled to participate in any plans, arrangements, or distributions by the Local Governmental Units pertaining to or in connection with any vacation, sick leave, insurance, retirement, longevity, or similar benefits for the Local Governmental Units' regular employees.

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**4. Insurance**

All Prime and Subcontractors, working under this contract, must include the Local Governmental Units as co-insured and furnish evidence of comprehensive public liability general liability insurance coverage in the amount of \$1,000,000. The contractor must also comply with local laws governing the work place including Workers Compensation Insurance. Unemployment insurance is also required to participate in this project.

The Contractor shall indemnify and hold harmless the Local Governmental Units, its officers and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of services under this Contract, provided any such claim, damage, loss or expense that is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

**5. Permits and Codes**

The Prime and Subcontractor shall obtain and pay for all permits and license necessary for the completion and execution of the work and labor performed. All work performed must conform to applicable local codes and requirements.

**6. Assignment of Contract**

The Prime and Subcontractor shall not assign this contract without the prior written consent of the Local Governmental Units.

**7. Work Force**

**A. Project Management**

The demolition contractor will act as the prime contractor for the project. He / She, herein called the prime demolition contractor, will be responsible for all activities on the demolition site.

**B. Deconstruction Company**

At the time of the Request for Qualification and Cost Proposal solicitation, the Prime Demolition Contractor must identify and enter into partnership with a deconstruction company, which will either be a full partner or a subcontractor for the purpose of this contract. The Prime Demolition Contractor will be responsible for deconstruction activities on the sites. The deconstruction company will be employed by and responsible to the Prime Demolition Contractor. (If applicable)

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**8. Penalty for Unexcused Delays**

If the work is not completed within the time stipulated in this contract, including any time for excusable delays as provided below, the Contractor and or his sureties shall be liable for and shall pay to the Local Governmental Units the sum of \$200 for each calendar day of the delay as a fixed surcharge to cover the costs of additional administration and re-inspection, commencing from the time stipulated for the completion until such work is satisfactorily completed and accepted. Any such surcharge levied shall be certified by Muskegon County Land Bank and deducted from the final payment.

The rights of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with surcharge for any delays in the completion of work due to:

- a. Any acts of government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, national defense or other national emergency.
- b. Causes not responsible or foreseeable by the parties to this contract at the time of execution of this contract, which are beyond the control and without fault or negligence of the Contractor, such as extreme weather conditions, fires, epidemic, quarantine strikes, freight embargo, and acts of another contractor in the performance of some other contract.

**9. Default**

In the event of default by the Contractor in the observance or performance of any covenant, condition, or agreement on his part to be observed or performed under this Contract, and the continuance of such default for seven (7) days after written notice thereof by the City to the Contractor. Any notice given hereunder shall be sufficiently given if delivered to the Contractor personally or mailed to him by United States Postal Service with certified mail/ return receipt requested at the address set forth in the heading of this contract.

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**10. Compensation**

- A. The Local Governmental Units shall pay compensation to the Contractor for his services under this contract as follows:
1. Compensation for completion of the work shall be payable monthly upon a billing from the Contractor describing in detail the services performed by the Contractor during the preceding month.
  2. Local Governmental Units will only be billed monthly for each completed demolition that has passed city inspections.
  3. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all services under this Contract.

**11. Michigan Law**

The laws of the State of Michigan shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State court, or in the Federal District Court nearest to Muskegon County, if in Federal Court.

**12. Terms and Conditions**

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

**13. Severability**

If anyone or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

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**Section IV**  
**Work Elements**

**A. Work Site / Structure Addresses**

2804 Hoyt Street, Muskegon Heights, MI 49444 (See attached Equalizer Data including location Photo)

**B. General Statement of Work Requirements**

**The principal items of work consist of:**

1. Remove asbestos removal and disposal as required by law.
2. Deconstruction of structure when appropriated.
3. Demolition of all structures located on the property.
4. Break up and remove all concrete, i.e., driveways, walkways, slabs, etc.
5. Remove the basement and footings.
6. Removal of lead-based paint-containing materials according to the appropriate regulations.
7. Fill basement with clean backfill with 3 inches of clean topsoil and **seed with clover.**
  - a. Clover shall be evenly applied at a rate of 5 lbs of seed per 50x100 city lot
  - b. Approved types of clover include (common name): New Zealand White Clover, Ladino Clover or Dutch White or Sweet Clover. (A 50% -50% blend of any two approved clover types is preferred)
8. Protect all trees not being removed as part of the project.
9. Remove **all** trash and debris on the work site.

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**C. Technical Specifications**

**Before commencing demolition work:**

1. Execute rodent extermination procedures as specified by and to the satisfaction of the Muskegon County Health Authority.
2. Disconnect, or arrange for the disconnection of, utility service connections, such as water, sewers, steam, and telephone, to building to be demolished in accordance with the regulations of the utility concerned.
  - a. **Note:** Natural gas and electrical disconnects have be done prior to the pre-bid conference and cost should **not** be included in the bid. However the contractor is responsible for confirming service disconnections prior to commencing work.
3. Seal storm and sanitary sewers leading from structures to be demolished. (Note: Sanitary Sewer lateral to be plugged within five (5) feet of property line.) Also, all water services to be cut at curb box and plugged. These service cut and caps must inspected in accordance with local ordinances.
4. Preserve in operating condition active utilities traversing the project site; protect property, including but not limited to mains, manholes, catch basins, valve boxes, poles, gigs, and other appurtenances.
5. Provide adequate time for deconstruction contractors to evaluate and remove salvageable materials and equipment from the structure. (if applicable)
6. Assist when necessary the deconstruction contractor in removal of salvageable materials.

**During demolition:**

1. Provide adequate protection to persons and property.
2. Execute the work in such a manner as to avoid interference with the use of or passage to and from adjoining buildings and facilities.
3. Except as otherwise shown or specified, demolish structures and foundations, and remove complete steps, posts, porches, and similar construction.
4. Demolish masonry walls in small sections.
5. Remove, regardless of elevation, all floor construction over basements and cellars.

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6. Remove structural steel, cast iron, and heavy timbers by individual pieces and lower carefully.
7. Remove partitions, stairways, furnaces, piping, apparatus, and debris from within existing basements.
8. Wet down masonry thoroughly during demolition; prevent spread of dust; provide water and necessary connections therefore.
9. Do no blasting on the project site.
10. Burn no materials or debris on the premises
11. Provide substantial barricades around all basements and cellars, as soon as such openings are uncovered, adequate to block access, and to afford protection to workers and the public.
12. Leave no demolished material of any sort in any basement.
13. Remove from the site rubbish and debris found thereon and or resulting from the work of demolition. At completion, leave the site in a safe and clean condition, free or materials or equipment.
14. It shall be the Contractor's responsibility to properly dispose of **all** demolition materials. This includes regulated materials (i.e. asbestos, mercury, lead base paint etc).
15. Properly grade soil to match existing topography. This includes two inches of topsoil.

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**Section V**  
**Bid Submission**

The following information must be included in the bid package. Any omission of the requested information may cause you to forfeit the bid.

- Page 1: Bid certification
- Page 2: Conflict of interest disclosure form
- Page 3: Certification regarding debarment and suspension
- Page 4: Copy of deconstruction and or residential demolition license
- Page 5: Proof of comprehensive liability insurance
- Page 6: Cost proposal for deconstruction and demolition of 36 units.
- Page 7: Identification of asbestos abatement subcontractor (if not the same as the demolition company).
- Page 8: Copies of asbestos abatement contractor license(s).
- Pages 9+ Business History/ Experience in Deconstruction and Demolition.  
Project list references, with contact person's name and telephone numbers.



Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WALKER JACQUELINE ANN	COUNTY OF MUSKEGON TREASURER	0	04/01/2014	QC	TAX REVERTED	4021/50	DEED	0.0
HAAN JAMES/BARBARA	WALKER JACQUELINE ANN	25,000	03/18/2005	WD	WARRANTY DEED	3645/337	DEED	100.0
		0	01/08/1993		WARRANTY DEED	1671:0699	DEED	0.0

Property Address	Class: EXEMPT-CITY/CTY/ST	Zoning: C1-NEI	Building Permit(s)	Date	Number	Status
2804 HOYT ST	School: MUSKEGON HEIGHTS SCHOOLS			12/12/2006	B-351-06	
	P.R.E. 0%			01/10/2006	B-7-06	
Owner's Name/Address	MAP #: 26-000-247-010			10/03/2001	B-318-01	
COUNTY OF MUSKEGON TREASURER 173 E APPLE AVE STE 104 MUSKEGON MI 49442	2016 Est TCV 0 TCV/TFA: 0.00			04/28/1998	B-96-98	

Tax Description	X Improved		Vacant	Land Value Estimates for Land Table 20100.CENTRAL BUSNISS DISTRICT								
	Public Improvements			Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
HT3796 BLK 247 LOTS 1 & 2 MUSKEGON IMPROVEMENT CO'S ANNEX #1	X	Dirt Road		COMM	148.00	0.00	1.0000	1.0000	150	50	IRREGULAR SHAPE	11,100
Comments/Influences	X	Gravel Road		148 Actual Front Feet, 0.00 Total Acres Total Est. Land Value = 11,100								
CONDEMNED SUB-STANDARD DILAPIDATED STRUCTURE 5/11/09	X	Paved Road										
	X	Storm Sewer										
	X	Sidewalk										
	X	Water										
	X	Sewer										
	X	Electric										
	X	Gas										
	X	Curb										
	X	Street Lights										
		Standard Utilities										
		Underground Utils.										

CONDEMNED SUB-STANDARD DILAPIDATED STRUCTURE 5/11/09



The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Muskegon Heights, County of Muskegon, Michigan

Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
X Level	2016	EXEMPT	EXEMPT	EXEMPT			EXEMPT
Rolling	2015	EXEMPT	EXEMPT	EXEMPT			EXEMPT
Low	2014	5,600	3,500	9,100			9,100S
High	2013	5,600	4,100	9,700			9,700S
Landscaped							
Swamp							
Wooded							
Pond							
Waterfront							
Ravine							
Wetland							
Flood Plain							
Who	When	What					
RJ	11/18/1998	REVIEWED					
RJ	05/19/2009	REVIEWED					
ROB	10/23/2014	FIELD REVI					

Desc. of Bldg/Section: COMMERCIAL Calculator Occupancy: Store, Retail				<<<<< Calculator Cost Computations >>>>>					
Class: D Floor Area: 4,128 Gross Bldg Area: 4,128 Stories Above Grd: 1 Average Sty Hght : 10 Bsmnt Wall Hght				Class: D      Quality: Low Cost      Percent Adj: +0  Base Rate for Upper Floors = 39.00					
Depr. Table : 2.25% Effective Age : 53 Physical %Good: 37 Func. %Good : 37 Economic %Good: 60		Construction Cost <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">High</td> <td style="width:25%;">Above Ave.</td> <td style="width:25%;">X Ave.</td> <td style="width:25%;">Low</td> </tr> </table>		High	Above Ave.	X Ave.	Low	(10) Heating system: Forced Air Furnace      Cost/SqFt: 0.00      100% Adjusted Square Foot Cost for Upper Floors = 39.00	
High	Above Ave.	X Ave.	Low						
1930 Year Built Remodeled		** ** Calculator Cost Data ** ** Quality: Low Cost      Adj: %+0      \$/SqFt:0.00 Heat#1: Forced Air Furnace      100% Heat#2: Zoned A.C. Warm & Cooled Air      0% Ave. SqFt/Story: 4128 Ave. Perimeter: 260 Has Elevators:		1 Stories      Number of Stories Multiplier: 1.000 Average Height per Story: 10      Height per Story Multiplier: 0.960 Ave. Floor Area: 4,128      Perimeter: 260      Perim. Multiplier: 1.017 Refined Square Foot Cost for Upper Floors: 38.08					
10 Overall Bldg Height		*** Basement Info *** Area: Perimeter: Type: Finished/Office Heat: Forced Air Furnace		County Multiplier: 1.37, Final Square Foot Cost for Upper Floors = 52.165  Total Floor Area: 4,128      Base Cost New of Upper Floors = 215,336  Reproduction/Replacement Cost = 215,336 Eff.Age:53      Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 37 /37 /37 /60 /3.0 Total Depreciated Cost = 6,544					
Comments: OBSOLETE OUT DATED MULTI-USE STRUCTURE		* Mezzanine Info * Area #1: Type #1: Office Area #2: Type #2: Office		ECF (CENTRAL BUSNIESS DISTRICT)      1.000 => TCV of Bldg: 1 = 6,544 Replacement Cost/Floor Area= 52.16      Est. TCV/Floor Area= 1.59					
* Sprinkler Info * Area: Type: Low									
(1) Excavation/Site Prep:		(7) Interior:		(11) Electric and Lighting:		(39) Miscellaneous:			
(2) Foundation:		(8) Plumbing:		Outlets:      Fixtures:					
X Poured Conc.	Brick/Stone	Block	Footings	Many Above Ave.	Average Typical	Few None			
(3) Frame:		Total Fixtures 3-Piece Baths 2-Piece Baths Shower Stalls Toilets		Urinals Wash Bowls Water Heaters Wash Fountains Water Softeners		X Few Average Unfinished Typical X Few Average Unfinished Typical			
(4) Floor Structure:		(9) Sprinklers:		Flex Conduit Rigid Conduit Armored Cable Non-Metalic Bus Duct		Incandescent Fluorescent Mercury Sodium Vapor Transformer			
(5) Floor Cover:		(10) Heating and Cooling:		(13) Roof Structure:      Slope=0		(40) Exterior Wall:			
(6) Ceiling:		X Gas Oil	Coal Stoker	Hand Fired Boiler			Thickness      Bsmnt Insul.		
				(14) Roof Cover:					

\*\*\* Information herein deemed reliable but not guaranteed\*\*\*



# Certificate of Laboratory Analysis

## Test Method, Polarized Light Microscopy (PLM)

Project: 2804 Hoyt


**Report To:**

Mr. Chris Decker  
MicroAir Consulting  
P.O. Box 908  
Greenville, MI 48838

ARI Report # 15-61851  
Date Collected: 11/17/15  
Date Received: 11/19/15  
Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 01 Cust. #: H-1 Material: Window Glazing Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 61851 - 02 Cust. #: H-2 Material: Shingles from Roof Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 40% Other - 60%
Lab ID #: 61851 - 03 Cust. #: H-3 Material: Rolled Roofing Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 40% Other - 60%

For Layered Samples, each component will be analyzed and reported separately.



Robert T. Letarte Jr., Laboratory Director

Test Method EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples tested and to insure the integrity of the results, may only be reproduced in full. This certificate may not be used by the customer to claim product endorsement by NVLAP or any agency of the US Government. APEX Research Inc. is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0



# Certificate of Laboratory Analysis

## Test Method, Polarized Light Microscopy (PLM)

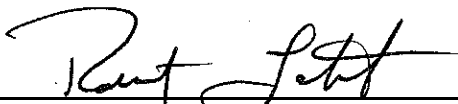
Project: 2804 Hoyt

**Report To:**  
Mr. Chris Decker  
MicroAir Consulting  
P.O. Box 908  
Greenville, MI 48838

ARI Report # 15-61851  
Date Collected: 11/17/15  
Date Received: 11/19/15  
Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 04 Cust. #: H-4 Material: Asphalt Siding Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: <b>YES</b> Chrysotile - 10%	Cellulose - 10% Other - 80%
Lab ID #: 61851 - 05 Cust. #: H-5 Material: Paper under Siding (Darker) Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 61851 - 06 Cust. #: H-6 Material: Paper under Siding (Lighter) Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 80% Other - 20%

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 Robert T. Letarte Jr., Laboratory Director

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# Certificate of Laboratory Analysis

## Test Method, Polarized Light Microscopy (PLM)

Project: 2804 Hoyt

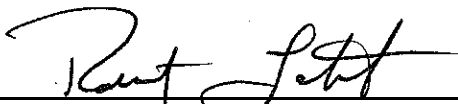
**Report To:**

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MicroAir Consulting  
P.O. Box 908  
Greenville, MI 48838

ARI Report # 15-61851  
Date Collected: 11/17/15  
Date Received: 11/19/15  
Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 07 Cust. #: H-7 Material: Fiber Wallboard Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 70% Other - 30%
Lab ID #: 61851 - 08 Cust. #: H-8-1 Material: Drywall Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 61851 - 09 Cust. #: H-8-2 Material: Drywall Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 20% Other - 80%

For Layered Samples, each component will be analyzed and reported separately.



Robert T. Letarte Jr., Laboratory Director

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Project: 2804 Hoyt

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ARI Report # 15-61851  
Date Collected: 11/17/15  
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Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 10 Cust. #: H-8-3 Material: Drywall Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 61851 - 11 Cust. #: H-9-1 Material: Plaster - Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Other - 100%
Lab ID #: 61851 - 11a Cust. #: H-9-1 Material: Plaster - Base Coat Location: Appearance: brown, fibrous, homogenous Layer: 2 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 2% Other - 98%

For Layered Samples, each component will be analyzed and reported separately.

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## Test Method, Polarized Light Microscopy (PLM)

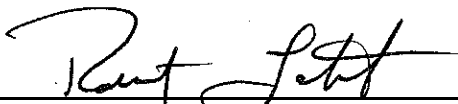
Project: 2804 Hoyt

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MicroAir Consulting  
P.O. Box 908  
Greenville, MI 48838

ARI Report # 15-61851  
Date Collected: 11/17/15  
Date Received: 11/19/15  
Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 12 Cust. #: H-9-2 Material: Plaster - Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Other - 100%
Lab ID #: 61851 - 12a Cust. #: H-9-2 Material: Plaster - Base Coat Location: Appearance: brown, fibrous, homogenous Layer: 2 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 61851 - 13 Cust. #: H-9-3 Material: Plaster - Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

  
 Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0



# Certificate of Laboratory Analysis

## Test Method, Polarized Light Microscopy (PLM)

Project: 2804 Hoyt

**Report To:**

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MicroAir Consulting  
P.O. Box 908  
Greenville, MI 48838

ARI Report # 15-61851  
Date Collected: 11/17/15  
Date Received: 11/19/15  
Date Analyzed: 11/23/15  
Date Reported: 11/23/15

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 61851 - 13a Cust. #: H-9-3 Material: Plaster - Base Coat Location: Appearance: brown, fibrous, homogenous Layer: 2 of 2	Asbestos Present: <b>NO</b> No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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NVLAP Lab Code 102118-0



November 24<sup>th</sup>, 2015  
Project Number: MA-254-15

Mr. Chris Dean  
Fire Chief  
City of Muskegon Heights  
2715 Baker Street  
Muskegon Heights, MI 49444

Re: ACM Building Inspection  
2804 Hoyt Street  
Muskegon Heights, MI

Dear Mr. Dean:

MicroAir Consulting, LLC (MicroAir) was retained by the city of Muskegon Heights, to conduct an ACM building inspection at the un-occupied structure located at 2804 Hoyt Street in Muskegon Heights, Michigan. The inspection was conducted according to the protocol described in the U.S. Environmental Protection Agency Asbestos Hazard Emergency Response Act of 1986 (40 CFR 763).

## **CERTIFICATION**

The building inspection was conducted on November 17<sup>th</sup>, 2015 by Mr. Grant Edgerly; a State of Michigan accredited Asbestos Building Inspector. Mr. Edgerly's Accreditation Number is A41792.

## **REGULATORY BACKGROUND**

The reinspection was performed based on the requirements outlined in Asbestos Hazard Emergency Response Act (AHERA), EPA 40CFR, Part 763.85, Section (b), titled "Re-Inspection" for school buildings. The initial inspection was conducted 1988. MicroAir reviewed WDC's management plan and incorporated the findings of the previous reinspections and historical information into the current management plan.

The Asbestos Hazard Emergency Response Act (AHERA), 40 CFR 763, and its associated requirements, applies only to schools or school-owned structures. However, there are some portions of AHERA that are used as guidelines for compliance with 29 CFR 1910.1001. In particular, 29 CFR 1910.1001(j)(1) requires owners of buildings constructed prior to 1989 to presume that certain types of building materials are asbestos-containing materials (ACM), unless the owner demonstrates that those materials are not ACM.

During construction or renovation activities, the persons performing those activities would be governed by 29 CFR 1926.1101, Occupational Health Standards for Asbestos in Construction. As public and commercial buildings, OVS is governed by 29 CFR 1910.1001, Occupational Health Standards for Asbestos for the normal course of business activities by OVS employees.

## **INSPECTION PROCEDURES**

MicroAir inspected the building and identified materials that were suspect for asbestos content. These materials were sampled and sent to a laboratory for analysis.

It was beyond the scope of this inspection to locate, identify, or quantify ACM in areas that were concealed and/or inaccessible areas, such as within walls, hard ceilings, or equipment.

## **2015 INSPECTION FINDINGS**

At the time of the ACM inspection, MicroAir identified the following known ACM homogeneous materials remaining at 2804 Hoyt Street:

- ***Asphalt Roof Flashing***



119 West Cass Street  
P.O. Box 908  
Greenville, MI 48838  
Phone: 616-302-0819

Web: [microairconsulting.com](http://microairconsulting.com)  
Email: [microairconsulting@gmail.com](mailto:microairconsulting@gmail.com)



Appendix A of this report is a table that identifies the ACM homogeneous materials in the building, their corresponding identification number and the general condition of ACMs identified during the inspection.

## **CONCLUSIONS AND RECOMMENDATIONS**

MicroAir Consulting was retained by the city of Muskegon Heights, to conduct an ACM building inspection at the un-occupied structure located at 2804 Hoyt Street in Muskegon Heights, Michigan. MicroAir completed the inspection on November 17<sup>th</sup>, 2015. The inspection was conducted by a State of Michigan accredited Asbestos Building Inspector.

If the city of Muskegon Heights plans to conduct any demolition, the identified ACMs should be removed by a licensed asbestos abatement contractor, as required by current federal, state, and local laws and regulations, should perform any necessary removal and disposal of the identified ACM. MicroAir notes that if suspect ACM other than those identified during the course of this reinspection are encountered during any renovation or demolition, such materials should be sampled and analyzed using PLM to verify presence of asbestos.

We also recommend that visual observations, verification of removal and cleanup, and air monitoring or clearance air monitoring for asbestos fibers be performed to demonstrate compliance with applicable regulations. MicroAir can perform these services.

## **LIMITATIONS**

The conclusions drawn from the observations and sample results are only valid for the time the observations occurred. In the process of gathering the field data included in this report, procedures were followed that represent reasonable and acceptable industrial hygiene practices and procedures in a manner consistent with the level of care and skill ordinarily exercised by other members of this profession currently practicing under similar conditions. However, the information and opinions provided in this report are not to be construed as a warranty of the conditions of this site in any way, implied or explicit. MicroAir accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, nor does this report represent an instrument of regulatory compliance or an asbestos abatement specification.

In conducting the reinspection there are a number of obstacles and limitations that can affect the final outcome of the report. These limitations include but are not limited to the following factors: access concerns, materials that can not be intrusively sampled or damaged, materials that have been replaced by renovation activities, materials with conflicting laboratory results, and materials that are located in inaccessible and/or concealed areas which limits its quantification. Due to these limitations, the results of this investigation cannot be construed as a certification of the presence or absence of ACM, beyond the materials identified, but rather a diligent and prudent review of available data within an established work scope, and time and budgetary constraints.

If you have any questions or require additional information, please contact me at 616-302-0819 or [microairconsulting@gmail.com](mailto:microairconsulting@gmail.com). Thank you.

Sincerely,

**MicroAir Consulting, LLC**

A handwritten signature in black ink that reads 'Christian T. Decker'.

Christian T. Decker  
Accredited Building Inspector and Management Planner

Enclosures

**APPENDIX A**

**TESTED ASBESTOS-CONTAINING MATERIALS**

**APPENDIX A  
TESTED ASBESTOS-CONTAINING MATERIALS  
2804 HOYT STREET, MUSKEGON HEIGHTS MI  
INSPECTION DATE: NOVEMBER 17, 2015**

HSA NO.	HSA MATERIAL DESCRIPTION	ASBESTOS?	MATERIAL TYPE	F/NF	FUNCTIONAL AREA / (ESTIMATED QUANTITY)	CONDITION
H-01	Window Glazing	No	MM	NF-II	Exterior of windows (100 LF)	Damaged
H-02	Shingles from Roof	No	MM	NF-I	Sides and overhangs (350 SF)	Damaged
H-03	Rolled Roofing	No	MM	NF-I	Upper and lower flat roofs (500 SF)	Damaged
H-04	Asphalt Roof Flashing	<b>Yes</b>	MM	NF-I	Chimney area and transitions (250 SF)	Damaged
H-05	Paper under Siding (darker)	No	MM	NF-II	Siding under exterior stairway (400 SF)	Damaged
H-06	Paper under Siding (lighter)	No	MM	NF-II	Under remaining siding (450 SF)	Damaged
H-07	Fiber Wallboard	No	MM	F	Interior walls randomly, plus debris (250 SF)	Damaged
H-08	Drywall	No	SM	F	Interior walls randomly, plus debris (700 SF)	Damaged
H-09	Plaster	No	SM	F	Interior walls randomly, plus debris (800 SF)	Damaged

**FRIABILITY:**

F: Friable  
NF-I: Non-friable Category I  
NF-II: Non-friable Category II

**MATERIAL TYPE:**

TSI: Thermal System Insulation  
SM: Surfacing Material  
MM: Miscellaneous Material

**CONDITION:**

Good: Little or no damage  
Damaged: Less than 10% damage of total surface area, or less than 25% damage in a localized area  
Significantly Damaged: Greater than 10% damage of total surface area, or greater than 25% damage in a localized area

SF: Square feet    LF: Linear feet    FT: Fittings    NQ: Not Quantified