



# **DEMOLITION GUIDELINES**

Office of Aeronautics

March 26, 2013

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Sample demolition contracts can be obtained by contacting the Office of Aeronautics at the address provided on the cover of these guidelines.

## INTRODUCTION

The purpose of this document is to provide guidance to all Michigan airport sponsors and land consultants in procedures to be followed for demolition contracting.

It is recommended that demolition be included in the land consultant agreement. The land consultant would be responsible for obtaining qualified demolition contractors to accomplish the work. The Michigan Department of Transportation (MDOT) maintains a list of pre-qualified demolition contractors. The list is available from the Office of Aeronautics (AERO).

It is required that when estimates of demolition costs are greater than \$25,000 or more that the land demolition project be publicly advertised. Michigan Contractor & Builder will no longer be advertising after 4/20. Therefore, MDOT - Aeronautics will begin advertising locally let airport construction projects, airport equipment procurement, and consultant procurement on their home page located at [www.michigan.gov/aero](http://www.michigan.gov/aero). Please send a pdf (adobe acrobat) copy of any airport advertisements (this includes local only projects) to your project manager, with a cc to [forbesj@michigan.gov](mailto:forbesj@michigan.gov). MDOT will post the ads on the advertisement page with an automatic drop off date set for the day after the bid is due.

Projects less than \$25,000 can be handled through small procurement procedures which require solicitation of bids from a minimum of three qualified contractors.

**\*\*\* DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at Michigan Department of Licensing and Regulatory Affairs (LARA).**

## **ADMINISTRATIVE GUIDELINES REGARDING FUNDING OF LAND ACQUISITION AND SITE CLEARING**

### **GENERAL**

Michigan Aeronautics Commission (MAC) policy allows for state participation in land acquisition (see MAC Policy 10030 dated March 25, 2004 and associated Administrative Guidelines). Land acquisition is also eligible for federal participation both under the Block Grant Program and at primary airports.

### **BUILDING DEMOLITION**

Typically, all structures on land acquired with federal funds shall be removed at the time of acquisition. The cost to demolish them is eligible for federal participation.

If the structures are not obstructions to FAR Part 77 surfaces, the Sponsor may chose not to demolish the buildings at the time the land is acquired. The appraised value of the structure must be determined and that amount deducted from the land acquisition cost. The remaining amount will be eligible for federal participation. Approval must be received from the FAA (primary airports) or the Office of Aeronautics (block grant airports) to leave structures in place.

Structure demolition will not be eligible for state participation unless the land acquisition has been determined to be eligible for state participation under the limited circumstances noted above.

### **TREE REMOVAL**

The cost of removing of trees on land acquired with federal funds is eligible for federal participation. Federal funds will be used only once to remove trees. After that the Sponsor will be responsible for ensuring that the trees to do grow to a height that they become an obstruction.

Individual contracts to clear trees will not be eligible for state participation unless the land acquisition has been determined to be eligible for state participation under the limited circumstances noted above. State funds can be used only once to clear trees on a given piece of property. Once the approach to the land being acquired has been cleared, it will be the Sponsor=s responsibility to maintain the property clear unless new land is acquired.

If the land acquired is for proposed development (i.e. runway extension, new parallel taxiway, etc.) and clearing of the trees is included in the construction plans, the tree clearing will be eligible for state participation.

## ADVERTISEMENT FOR BIDS

### For Removal of Structures

Airport Name: \_\_\_\_\_  
Township: \_\_\_\_\_  
County: \_\_\_\_\_  
City: \_\_\_\_\_, Michigan

Federal Project No. \_\_\_\_\_

Sealed proposals will be received by \_\_\_\_\_ until \_\_\_\_\_ for the removal of structures on Parcel Nos. \_\_\_\_\_ and at which time and place, all proposals will be publicly opened and read aloud.

Information is available at the office of \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_ Michigan.

Proposals will not be accepted after the time designated for the receipt of proposals. The bidder shall assume full responsibility for delivery of the proposal prior to the appointed hour for receipt and shall assume the risk of late delivery or non-delivery regardless of the manner he or she employs for transmission thereof.

The \_\_\_\_\_ reserves the right to reject any and all proposals and to waive any informalities in proposals and to negotiate with bidders who in the judgment of the \_\_\_\_\_ are deemed the most advantageous for the public and the \_\_\_\_\_.

The \_\_\_\_\_ hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

Buildings will be available for inspection on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_. For further information contact \_\_\_\_\_ (ph: \_\_\_\_\_).

Bid deposit: security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid(s) or \$500, whichever is greater, is required.

\_\_\_\_\_  
(Consultant)

# PROPOSAL

\_\_\_\_\_ Airport

Township of \_\_\_\_\_  
County of \_\_\_\_\_  
\_\_\_\_\_, Michigan

Federal Project No. \_\_\_\_\_

Parcel Nos. \_\_\_\_\_

BIDS WILL BE OPENED ON \_\_\_\_\_, AT \_\_\_\_\_ AM/PM, \_\_\_\_\_.S.T.,  
AT \_\_\_\_\_, LOCATED AT \_\_\_\_\_, IN THE  
CITY OF \_\_\_\_\_, STATE OF \_\_\_\_\_.

## INSTRUCTIONS TO BIDDERS

The proposal shall be legibly prepared with ink. Information will be furnished free of charge. The full amount of the bid must be submitted with the bid Proposal. The bid shall be legally signed and the complete address and telephone number of the Bidder given thereon.

The sealed proposal shall be accomplished by a certified or cashier's check in the amount of \_\_\_\_\_, which will be the Site Clearance Deposit. The Site Clearance Deposit will be held by the \_\_\_\_\_, guaranteeing removal of building, clearance of site and removal of combustible material, basement walls, foundations, masonry, and debris.

Proposals will not be accepted after the time designated for the receipt of proposals. The bidder shall assume full responsibility for delivery of the proposal prior to the appointed hour for receipt and shall assume the risk of late delivery or non-delivery regardless of the manner he or she employs for transmission thereof.

\_\_\_\_\_ WILL NOT BE HELD ACCOUNTABLE OR RESPONSIBLE FOR CASH BID DEPOSITS SUBMITTED BY MAIL. UNSUCCESSFUL BIDS, BID DEPOSITS, AND/OR REJECTED BIDS WILL BE PROMPTLY RETURNED. In the event a certified or cashier's check bears a date which is more than 10 days immediately prior to the letting date, the bid may be held unresponsive and result in rejection of the bid.

NO LATE QUOTATIONS WILL BE ACCEPTED.

TO BE CONSIDERED, ALL BIDS MUST BE SUBMITTED ON THE PRESCRIBED BID FORM ATTACHED HERETO AND MADE A PART HEREOF. ALL PAGES OF THIS PROPOSAL ARE TO BE RETURNED WITH YOUR BID.

THE VENDOR'S NAME AND ADDRESS MUST APPEAR ON THE ENVELOPE. THE QUOTATION MUST BE SEALED AND THE PARCEL NUMBER(S) SHOULD APPEAR ON THE ENVELOPE. PLEASE MARK "SEALED BID" ON THE FRONT OF THE SEALED ENVELOPE.

SUCCESSFUL BIDDERS WILL NOT BE PERMITTED TO TAKE POSSESSION OF OR OTHERWISE COMMENCE WITH THE REMOVAL OF THE STRUCTURES UNTIL WRITTEN AUTHORIZATION TO PROCEED HAS BEEN RECEIVED FROM \_\_\_\_\_.

Structures must be removed at the risk and expense of the successful bidder and in conformity with the ordinances, rules and regulations of all governmental agencies. **The obtaining of all necessary permits is the responsibility of the bidder.**

It is the responsibility of the bidder to inspect the structures as the \_\_\_\_\_ (Owner) makes no warranties or representations as to its state or condition at any time.

IF INDICATED ON THE ASBESTOS SURVEY AND TESTING REPORTS, IT IS YOUR RESPONSIBILITY TO INCLUDE THE COST OF REMOVAL AND DISPOSAL, PURSUANT TO THE ATTACHED SPECIAL PROVISIONS FOR REMOVAL AND DISPOSAL FOR DEMOLITION OF STRUCTURES. DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at LARA.

The removal of individual systems (septic, oil tanks, wells) may occur on some or all of the parcels or properties. You are required to include in your quote the cost of removal, abatement, and/or plugging of the wells.

Questions relating to this bid should be directed to \_\_\_\_\_, Telephone No..

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS

## NOTICE TO BIDDERS

The proposal is for:

\_\_\_\_\_ at the \_\_\_\_\_ Airport  
in \_\_\_\_\_, Michigan.

After the site has been cleared, it will be necessary to disk, fertilize, seed, and mulch as per attached information.

Performance and Lien Bonds will be required by the successful bidder as per specifications.

There will be no group bid but all items must be bid on. The contract will be awarded to the lowest overall bidder. Payment will be made per item basis (on bid), 45 days after written authorization to proceed.

### Performance Under This Contract

The contractor agrees to terms of Appendix A (Prohibition of Discrimination in State Contracts), Appendix B (Title VI-Civil Rights Act of 1964), and Appendix D (Report of Retired State Employees).

The contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The \_\_\_\_\_ encourages eligible bidders, including minorities and women, to bid the package.

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

PLEASE READ ALL PAGES OF THIS PROPOSAL FOR BIDS AS IT WILL BE A PART OF THE CONTRACT DOCUMENTS.



## BID FOR Removal of Structures

Federal Project No. \_\_\_\_\_

PARCEL NO.	ADDRESS	POSITIVE BID (Bidder to pay Sponsor)	NEGATIVE BID (Sponsor to pay Bidder)
	TOTALS		

The above bid amount includes the removal of the building(s) located at the above properties and the removal of the basement walls, foundations, masonry, site concrete, roads, etc. The buildings have been inspected for asbestos. Whether the bid is positive or negative, the successful bidder is responsible for abatement of all asbestos per the report and attached specifications as they apply. Asbestos abatement must be performed by a licensed asbestos abatement contractor. Required Site Clearance Deposit is \$ \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_

**BID NO. 2**

Name of Contractor \_\_\_\_\_

## BID FOR Removal of Structures

\_\_\_\_\_ Airport  
Township of \_\_\_\_\_  
County of \_\_\_\_\_  
\_\_\_\_\_, Michigan

Federal Project No. \_\_\_\_\_

PARCEL NO.	ADDRESS	POSITIVE BID (Bidder to pay Sponsor)	NEGATIVE BID (Sponsor to pay Bidder)
	TOTALS		

The above bid amount includes the removal of the building(s) located at the above properties and the removal of the basement walls, foundations, masonry, site concrete, roads, etc. The buildings have been inspected for asbestos. Whether the bid is positive or negative, the successful bidder is responsible for abatement of all asbestos per the report and attached specifications as they apply. Asbestos abatement must be performed by a licensed asbestos abatement contractor. Required Site Clearance Deposit is \$ \_\_\_\_\_.

Submitted By: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BID NO. 3**

Name of Contractor \_\_\_\_\_

## BID FOR Removal of Structures

\_\_\_\_\_, Airport  
Township of \_\_\_\_\_  
County of \_\_\_\_\_  
\_\_\_\_\_, Michigan

Federal Project No. \_\_\_\_\_

PARCEL NO.	ADDRESS	POSITIVE BID (Bidder to pay Sponsor)	NEGATIVE BID (Sponsor to pay Bidder)
	TOTALS		

The above bid amount includes the removal of the building(s) located at the above properties and the removal of the basement walls, foundations, masonry, site concrete, roads, etc. The buildings have been inspected for asbestos. Whether the bid is positive or negative, the successful bidder is responsible for abatement of all asbestos per the report and attached specifications as they apply. Asbestos abatement must be performed by a licensed asbestos abatement contractor. Required Site Clearance Deposit is \$ \_\_\_\_\_.

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

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

City/State/Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(INSERT PROJECT LOCATION and/or ADDRESS)

## DEMOLITION SPECIFICATIONS

The \_\_\_\_\_ is requesting bids for which are currently located on property at the \_\_\_\_\_ Airport, \_\_\_\_\_, Michigan.

### BIDDING REQUIREMENTS AND CONDITIONS

#### Competency of Bidders

Bidders must be pre-qualified and capable of performing the various items of work on which they bid.

Unless otherwise provided, bidders must have a net prequalification, in accordance with prequalification

- a. If the proposals on a form other than that furnished by the \_\_\_\_\_, or if the form is altered or any part thereof is detached.
- b. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- c. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the \_\_\_\_\_.

#### On-Site Inspection

Bidders are urged to inspect the site prior to submitting a bid.

#### Contract Requirements

The \_\_\_\_\_ hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

#### Bid Deposit/Site Clearance Deposit

Security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid(s) or \$500, whichever is greater, is required. A Site Clearance Deposit in the amount of \_\_\_\_\_ will be held by the \_\_\_\_\_, guaranteeing removal of building, clearance of site and removal of combustible material, basement walls, foundations, masonry, and debris.

#### Delivery of Proposal

The proposal shall be submitted in an envelope, which shall be sealed and plainly marked with the same complete designation shown on the title sheet of the proposal and with the name and address of the bidder on the outside of the envelope. When sent by mail, the sealed proposal, marked as indicated above, shall be enclosed in an additional envelope. All proposals must be received by the \_\_\_\_\_ prior to the time and at the place specified in the advertisement. More than one proposal for the same project from an individual, partnership or corporation will not be considered.

## DEMOLITION SPECIFICATIONS

### Wage Rate Requirements

All AIP funded construction projects are subject to the Davis-Bacon Act and the labor standards and provisions set forth in 29 CFR Parts 1.3 and 5. Contracts for clearing a site of timber or brush, and/or for demolition or dismantling of buildings or other structures may be a contract for construction activity subject to the Davis-Bacon Act, where it appears that the clearing of the site is to be followed by construction at the same location. If, however, no further construction activity at the site is contemplated, the Davis-Bacon Act is considered not applicable to such clearing, demolition, or dismantling work.

Contracts that contained exempted clearing, demolition, or dismantling work require separate specifications for construction work and for service contract work. The Davis-Bacon Act would only apply to the construction portion of the work. (US-DOT FAA Memorandum on Wage Rates, dated 4/20/94)

### Permits and Codes

The successful bidder is responsible for obtaining all necessary permits and licenses so that the completed work complies with all applicable codes, ordinances, regulations, standards and laws. The cost of such permits and licenses is understood to be a part of the bid price.

The successful bidder is responsible for performing all work in accordance with all applicable laws, regulations, codes, standards, and ordinances including, but not limited, to those promulgated in accordance with the Michigan Occupational Safety and Health Act. Any fines, fees, or other costs taxed or charged to the \_\_\_\_\_ because of the successful bidder's violation(s) of any laws, standards, et cetera, will be paid by the successful bidder.

### Taxes

The contractor shall include and be deemed to have included in his bid and contract price all Michigan sales and use taxes currently imposed by legislative enactment and as administered by the Michigan Department of Revenue on the bid date.

### Insurance Requirements

The Contractor shall furnish \_\_\_\_\_ with satisfactory Certificates of Insurance for acceptance and prior to signing the structure removal agreement between the Contractor and \_\_\_\_\_. Proof of insurance (e.g. Certificate of Insurance, Binder, copy of Policy Declaration page) must accompany the bid.

Liability policies shall include the \_\_\_\_\_ as Additional Insured.

The insurance requirements attached to these specifications shall apply to this contract. The contractor shall save harmless and indemnify the \_\_\_\_\_, the Federal Aviation Administration, and the Michigan Department of Transportation against all claims for damage to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this section and such insurance has been approved by the \_\_\_\_\_, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

### Method of Measurement

Building demolition will be measured as a lump sum for the removal of the building or buildings listed in the proposal.

## DEMOLITION SPECIFICATIONS

### Basis of Payment

Building demolition will be paid for, or payment will be received, as a lump sum price, which price shall be payment in full for the removal of the building or buildings listed in the proposal, including appurtenances and waste material, clearing the site, and final cleanup.

### Bid Selection

The \_\_\_\_\_ reserves the right to award the bid by line item and to accept or reject any or all parts of the bid. Separate bids are requested for each location for possible award by individual location. An additional bid amount is requested for all residences.

It is projected that bid award shall be in the month of \_\_\_\_\_, \_\_\_\_\_. It is desired that work be completed by \_\_\_\_\_.

## AWARD AND EXECUTION OF CONTRACT

### Consideration of Proposals

The proposals received will be compared on the basis of the summation of the items listed and the unit prices/total bid. In case of discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items as written in the proposal shall govern, and any errors found in said computations will be corrected.

## CONTROL OF THE WORK

### Authority of Consultant

The consultant or their authorized agent shall decide all questions which may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the contractor.

### Deviation from the Specifications

Deviations from the specifications for the work will not be permitted without prior order of the \_\_\_\_\_.

### Cooperation by Contractor

The contractor shall conduct his operations so as to interfere as little as possible with those of other contractors, utilities, or any public authority on or near the work. The \_\_\_\_\_ reserves the right to perform other work by contract or otherwise, and to permit utility companies and others to do the work on or near the project during progress of the work. The contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with their operations and as the \_\_\_\_\_ may direct. No additional compensation will be paid to the contractor for any reasonable delay or inconvenience due to the operations of such other parties doing the work indicated or shown in the proposal.

### Removal of Defective and Unauthorized Work

Unauthorized work, work done beyond the specifications, work done without the required inspection, and any extra work done without authority will be considered as unauthorized and may not be paid for under the provisions of the contract. Work so done may be ordered and/or replaced at the contractor's expense. All sanitary installations for use during demolition work shall be removed from the project by the contractor before acceptance of the work. The removal of all temporary sanitary facilities shall be incidental to the project and will not be paid for separately.

## DEMOLITION SPECIFICATIONS

### Protection and Restoration of Property

The contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequence of any act or omission on his part or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restoration, and will deduct the cost thereof from any monies that are or may become due the contractor.

### Compliance with Environmental Protection Law

It is the responsibility of the contractor to take such measures as may be necessary and comply with all federal, state, and local laws and regulations for the protection of the public health, safety, welfare, and environment in the performance of the work. The cost of such compliance represents a cost of doing business to be borne by the contractor unless the \_\_\_\_\_ clearly, expressly, and specifically provides in the contract that a particular cost will be borne by the \_\_\_\_\_.

### Specification for Asbestos Abatement

DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at LARA.

The asbestos must be removed and disposed of in accordance with federal, state, and local regulations including, but not limited to 29 CFR 1926.58, 40 CFR Part 61, Subpart M and State of Michigan P.A. 135, 154 and 440. This may include air monitoring, transportation, and disposal requirements.

Prior to demolition of the structure the contractor must remove all asbestos-cement siding and floor tile material and other nonfriable ACM.

1. Remove siding and floor tile and other nonfriable AMC by hand without breakage.
2. Keep working areas wetted during removal
3. Do not drop material to the ground so as to cause breakage.
4. Place stripped material in a truck, trailer, or roll-off lined with visqueen.
5. Cover truck, trailer, or roll-off securely when work is not in progress and during transport to a Class II landfill.

If these procedures cannot be followed, then a licensed asbestos abatement contractor must handle the removal.

### Disposal

All friable asbestos material and other nonfriable material must be disposed of at a Type II sanitary landfill which has been authorized by the Michigan Department of Natural Resources to accept asbestos waste. The \_\_\_\_\_ must approve the landfill selection prior to disposal. All asbestos waste disposal must be documented and said documentation provided to the \_\_\_\_\_ upon completion of the removal and disposal work. Asbestos containing materials may not be disposed of by incineration.

### Use of Explosives

When the use of explosives is necessary for the prosecution of the work, contractor shall comply with all laws and ordinances as well as exercise the utmost care not to endanger life or property, including new work. He shall employ a person competent and experienced in the use of explosives to supervise the work. The contractor shall be responsible for all damage resulting from the use of explosives. The contractor shall provide the \_\_\_\_\_ due notice of where and when explosives are to be used.



## **DEMOLITION SPECIFICATIONS**

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. The contractor shall notify each public utility company having structures in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

### **Salvage**

If salvage or recycling of a building is to take place, then removal procedures as listed need to be followed to ensure the asbestos containing material remains nonfriable.

### **Site Clearance**

Basements or other excavations in connection with the work are to be filled in accordance with the specifications within 48 hours after removal of the buildings. If the contractor fails to complete such fill work within 48 hours, the \_\_\_\_\_ may, without further notice to the contractor, use such methods to their judgment may be required for proper completion of the work. In such case all additional costs and damages for completing the work shall be deducted from monies due or to become due the contractor.

The buildings shall be demolished, or removed, the excavation filled as required, and the site cleared by the method specified for each item in the proposal. The requirements for each method are listed in the Building Removal Specification which is part of this contract.

The Site Clearance Deposit will be held by the \_\_\_\_\_, guaranteeing removal of building, clearance of site and removal of combustible material, basement walls, foundations, masonry, and debris.

### **Final Cleanup**

Upon completion and before final acceptance of the work, the contractor shall remove all falsework and useless materials, rubbish, and protective fencing which may have been used or damaged during the prosecution of the work. The contractor shall remove from the area all machinery, equipment, and surplus materials and leave the site in a neat and presentable condition as approved by the consultant.

### **Authority and Duties of Inspectors**

Inspectors may be appointed and directed to inspect all work done. Inspectors will also call to the attention of the contractor any failure to follow the proposal and specifications that may be observed. In no instance shall any action or omission on the part of the inspector relieve the contractor of the responsibility of completing the work in accordance with the proposal and specifications.

## **INSPECTION**

The consultant or authorized agent shall be allowed access to all parts of the work site at all times and shall be furnished such information and assistance by the contractor as may be required to make a complete and detailed inspection.

The consultant shall make inspection of all work included in the contract as soon as possible after notification by the contractor that the work is completed. If the work is not acceptable to the consultant at the time of such inspection, he will advise the contractor in writing as to the particular defects to be remedied before final acceptance.

## **FINAL PAYMENT**

When the work shall have been completed and the consultant has ascertained that each and every part of the work has been performed in accordance with the contract, or such modifications thereof as may be approved, the same will be accepted, and the consultant will make a final estimate, as soon as practicable, for the completed work, and the total amount due the contractor, less the total amount of all previous payments, will be paid.

## BUILDING REMOVAL SPECIFICATIONS

(Specifications Governing the Submission of Sealed Bids For Improvements to Be Removed From the Site)

### POSITIVE BIDDERS ONLY

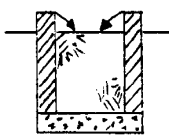
Bidders submitting positive bids wherein the bidder pays the \_\_\_\_\_ for improvements listed on the attached proposal will be governed by the following specifications, including instructions listed under GENERAL INFORMATION, as well as any supplemental specifications attached hereto and applying to positive bidders.

The full amount of the SITE CLEARANCE DEPOSIT, as indicated in the description of the item, is the only bid deposit required. Bidders will submit separate checks, bank drafts, or money orders for each item bid, made payable to the \_\_\_\_\_ (CERTIFIED). Sealed bids without the required Site Clearance Deposit enclosed will be rejected. The \_\_\_\_\_ will not be held accountable or responsible for cash bids submitted by mail. Bid Bonds are not acceptable. All deposits accompanying unsuccessful bids and/or rejected bids will be promptly returned.

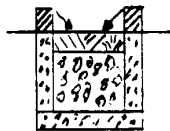
### SITE CLEARANCE

The Site Clearance Deposit of successful bidders will be held by the \_\_\_\_\_, guaranteeing removal of buildings, clearance of site to specifications, and removal of all combustible material, masonry and debris. Sites must be cleared in accordance with the following specifications:

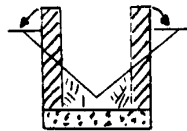
- SGL: The bidder will remove basement walls to the basement floor level, remove all masonry and other debris from the site and fill the basement to ground level with earth containing not more than 2% field stone in excess of 6" in diameter.
- DGL: The bidder will remove basement walls and all masonry to ground level, remove all combustible materials and debris from site; however, he may deposit non-combustible masonry in the excavation to a depth which is not less than two feet below grade level, and complete filling the excavation with earth containing not more than 2% of field stone in excess of 6" diameter.
- RWS: The bidder will remove basement walls to basement floor level, remove all masonry and other debris from the site and fill excavation from existing soil to a one on two back slope (1 foot vertical and 2 feet horizontal).
- NB: Walls, slabs, footing and debris to be removed from site. Site is to be graded to ground level.
- WG: Well to be grouted in accordance with attached specifications.
- STR: Septic tank to be pumped out and removed.
- SM: Site to be seeded and mulched in accordance with attached specifications.



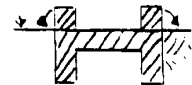
SGL



DGL



RWS



NB

### BUILDING REMOVAL SPECIFICATIONS

Basements and/or other excavations in connection with items of this proposal are to be completely filled within forty-eight (48) hours after removal of the structures. Should the bidder fail to complete such fill, the \_\_\_\_\_ may, at its option, and with no further notice to the bidder, undertake and complete such fill, utilizing its own forces of any contractor approved by the \_\_\_\_\_. The bidder specifically agrees, that should such action be taken by the \_\_\_\_\_, the site clearance deposit shall be retained by the \_\_\_\_\_ as liquidated damages for failure to perform as herein specified.

Basement must be inspected by the \_\_\_\_\_ prior to being filled. Bidder is to contact \_\_\_\_\_ Telephone No. \_\_\_\_\_ for the required inspection.

### SPECIFICATIONS FOR SEEDING AND MULCHING

Upon removal of buildings by demolition contractors, purchasers, or owner moves, all ornamental trees of less than 3" in diameter and all shrubs are to be removed. All exposed concrete is to be removed. Basements and other depressed areas are to be filled and mounded to allow for setting.

Sites are to be fertilized, disked, seeded and mulched in the following manner:

#### FERTILIZER

Application Rate	Ratio (N-P205-K20)	Pounds/Acre of Available		
		Nitrogen	Phosphoric Acid	Potash
800	10-10-10	80	80	80
666	12-12-12	80	80	80
533	15-15-15	80	80	80

#### MULCHING

Hay or straw evenly spread at the rate of two tons per acre.

#### SEEDING

Kind of Seed	Mixture
Perennial Ryegrass	30%
Kentucky Bluegrass	30%
Creeping Red Fescue	40%

To be applied at the rate of 60 lbs. per acre.

TOPSOIL TO BE USED AND MULCH TO BE ANCHORED AS DIRECTED BY THE CONSULTANT.

**ADDENDUM TO SPECIAL PROVISION  
FOR  
ASBESTOS NOTIFICATION**

The contractor shall fully comply with all requirements of the Michigan Air Pollution Act, 1965 PA 348, as amended, MCL 336.11 etc. seq., MSA 14.58 (a), etc. seq., and the Federal Clean Air Act, and the National Emission Standards for Hazardous Air Pollutants (NESHAP), Subpart M. asbestos standards of 40 CFR 61.140 through 61.156. In complying with Subpart M of the NESHAP standards, the contractor shall submit a complete written notice to the Michigan DNR, Air Quality Division, notifying the DNR of the contractor's intent to begin work at any subject facility per 40 CFR 61.141 using the DNR prescribed notice form with attached instructions. The notice shall be postmarked or delivered to the DNR at least 10 working days before work shall begin. A revised notification shall be submitted to the DNR if the contractor discovers during work on the project different conditions than that which were included on the original notice form.

If the contractor fails to comply with these requirements, the contractor shall be assessed \$1,000.00 per violation for each day of violation. Payment of liquidated damages shall not alter or modify in any way the contractor's obligation to comply with these requirements.

DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at LARA.

## **SPECIAL PROVISION FOR ASBESTOS INVESTIGATION, TESTING, REPORTING, NOTIFICATION OF REGULATORY AGENCIES AND DISPOSAL FOR THE DEMOLITION AND RENOVATION OF BUILDINGS AND STRUCTURES**

### Description

The work consists of removing and disposing of all asbestos containing materials from buildings and structures to be renovated or demolished on this project in compliance with all Federal, State, and Local laws and regulations.

### Contractor Remains Responsible For Method of Operations

The contractor is required to comply with all Federal, State, and Local laws when completing the work required by this contract. This Special Provision is intended to set forth minimum steps to avoid violating environmental laws. It remains the responsibility of the contractor to determine whether more than those minimum steps may be required and then, at the sole expense of the contractor, to perform all the work required by this contract in whatever manner may be required to comply with all applicable laws. The contractor is liable to the Department for any fines, costs, or remediation costs incurred by the Department as a result of the contractor's failure to be in compliance with this special provision and/or all Federal, State, and Local laws.

### Requirements

DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at LARA.

The contractor shall be responsible for the investigation, testing, reporting, notification of regulatory agencies, removal, and disposal of all asbestos containing materials from the demolition and renovation of buildings and structures on this project. The contractor shall comply with all the requirements including, but not limited to, the Michigan Air Pollution Act 1965, P.A. 348, as amended; CI 336.11, etc., seq. MSA 14.58 (a), etc., seq. the Federal Clean Air Act; the National Emissions Standards for Hazardous Air Pollutants (NESHAP), Subpart M; Asbestos Standards of 40 CFR 61.140 through 61.156; the Occupational Safety and Health Act 154 of 1974, as amended; Public Act 440 of 1988; Public Act 135 of 1986, as amended and the Federal OSHA Asbestos Construction Standard, 29 CFR 1926.58.

A copy of the National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations, 40 CFR Part 61, Subpart M can be obtained by written request to Air Quality Division, Michigan Department of Natural Resources, 530 West Allegan Street, P.O. Box 30028, Lansing, Michigan 48909. Copies of 29 CFR 1926.58, Acts 135, 154, and 440 can be obtained by calling the Michigan Department of Public Health's asbestos program at (517)335-8229.

### Construction Procedures

The contractor, upon receiving notice of award of contract, shall have an asbestos materials survey conducted and a written report prepared for each building and structure that is to be demolished or renovated on the project by an accredited asbestos inspector.

The accredited asbestos inspector shall determine the presence, quantity, and classification of all friable and non-friable asbestos containing materials by the polarized light microscopy (PLM) in each building or structure.

The accredited asbestos inspector's asbestos materials survey report shall include, for each building or structure to be demolished or renovated, a summary of the asbestos findings, the measures to be taken to remove the friable asbestos materials, and an estimate of the friable asbestos removal cost.

The contractor shall provide the Engineer with a copy of the asbestos materials survey report and copies of all test reports signed by the accredited asbestos inspector.

## **ASBESTOS INVESTIGATION, TESTING, REPORTING, NOTIFICATION OF REGULATORY AGENCIES AND DISPOSAL FOR THE DEMOLITION AND RENOVATION OF BUILDINGS AND STRUCTURES**

The following procedure shall be adhered to by the contractor in the demolition and renovation of buildings and structures. The contractor shall complete, sign as owner/operator and submit form PR 5661 (revised February 1991) "Notification of Intent to Renovate/Demolish" to the regulatory agencies specified on the form. The Notification of Intent to Renovate/Demolish shall be submitted to the DNR by the contractor for the demolition of any building or structure and for the renovation of any building or structure where the amount of friable asbestos containing materials equals or exceeds 260 linear feet on pipes or 160 square feet on other facility components, or one cubic meter on other components that cannot be measured in terms of lineal feet or square feet. The contractor shall notify the MDPH on all demolition, renovation, or encapsulation projects (as defined by Act 135) exceeding 10 linear feet or 15 square feet of friable asbestos containing materials, no less than 10 consecutive days prior to the project. The Notification of Intent to Renovate/Demolish form shall be submitted on a time schedule that will provide a minimum of ten (10) working days notice to the Air Quality Division of the Michigan Department of Environmental Quality (DEQ) and, in \_\_\_\_\_ County, the \_\_\_\_\_ County Health Department Air Pollution Control Division before the start date of any demolition or renovation of a structure or building. The start date is the date work is to start on the removal of friable asbestos containing materials or the demolition of a structure or building.

If the start or ending date is changed for any reason, the contractor shall immediately notify the Air Quality Division of the DEQ before the original start or ending date by telephone (517-241-7463) in \_\_\_\_\_ County, the \_\_\_\_\_ County Health Department Air Pollution Control Division; the MDPH; and the Project Engineer and provide them with a new start or ending date. The telephone notice shall be followed up before the original start or ending date with a copy of the original Notification of Intent to Renovate/Demolish with the old start or ending date crossed out and the new start or ending date inked in and signed. In no way is the friable asbestos removal or the demolition of a building or structure to begin or end on a date other than the start or ending date provided to the Air Quality Division of DEQ, in \_\_\_\_\_ County, the \_\_\_\_\_ County Health Department Air Pollution Control Division, or to the MDPH.

The copy of the Notification of Intent to Renovate/Demolish sent to the Michigan Department of Public Health (MDPH) shall be accompanied by the contractor's check or money order made payable to the State of Michigan for the MDPH asbestos project fee. The MDPH asbestos project fee paid by the contractor shall be one percent of the cost of removal or encapsulation of the friable asbestos containing materials from the building or structure to be renovated or demolished. If the contractor's check or money order is not attached to the notice sent to the MDPH, the notice will be considered non-notification.

The contractor shall prepare and submit a revised Notification to Renovate/Demolish form to the regulatory agencies if the amount of friable asbestos containing materials to be removed, stripped, or disturbed changes by at least 20 percent of the amount noted on the original notification.

The revised Notification of Intent to Renovated/Demolish sent to the MDPH shall have attached the contractor's check or money order for the additional asbestos project fee. The additional asbestos project fee shall be one percent of the additional friable asbestos materials removal or encapsulation cost.

The contractor, after November 2, 1991, shall have on site at the time of any demolition or asbestos removal, stripping, or disturbance a person who has been trained and possesses means and authority for complying with the rules and regulations of handling and disposing of asbestos containing materials. The contractor's trained on site person shall have in his/her possession documented proof of completing the 32 hour training course for contractors and supervisors.

## **ASBESTOS INVESTIGATION, TESTING, REPORTING, NOTIFICATION OF REGULATORY AGENCIES AND DISPOSAL FOR THE DEMOLITION AND RENOVATION OF BUILDINGS AND STRUCTURES**

Prior to demolition of a building or structure, the contractor shall have removed by a licensed asbestos abatement contractor all friable asbestos containing materials. Type II non-friable materials that may become friable during the course of the demolition project must also be removed. On buildings and structures that are to be renovated, the contractor shall have a licensed asbestos abatement contractor remove all friable asbestos materials that is to be disturbed.

All asbestos containing material, friable and non-friable, must be taken immediately and directly to a licensed type II landfill.

The contractor shall have the temperature taken and recorded three times each day at the asbestos removal site when the wetting of the asbestos containing materials is suspended because of freezing temperatures. The contractor shall provide the engineer with a signed copy of the temperature records for the project file. The temperature records shall be kept in the project file for a minimum of two years.

### Waste Shipment and Disposal

The contractor shall be responsible for filling out and signing the generator section of DEQ Air Quality Division's Waste Shipment Record.

The Waste Shipment Record shall be completed for the disposal of both friable and non-friable asbestos containing materials. All asbestos containing materials shall be disposed of at a licensed type II landfill. The contractor shall provide the Project Engineer with a copy of the Waste Shipment Record immediately after filling out and signing the generator section.

The contractor, upon receiving a signed copy of the Waste Shipment Record from the owner/operator of the disposal site, shall immediately provide the Project Engineer with a copy of the Waste Shipment Record. If a copy of the Waste Shipment Record, signed by the owner/operator of the disposal site, is not received by the Project Engineer within 35 working days, the Project Engineer shall contact the contractor, the waste transporter, and owner/operator of the disposal site and determine the status of the asbestos materials shipment.

If the Project Engineer does not receive a copy of the Waste Shipment Record, signed by the owner/operator of the waste disposal site within 45 working days of the date the waste was accepted by the initial waste transporter, he must notify in writing the NESHAP Coordinator, Air Quality Division, DNR, P.O. Box 30028, Lansing, Michigan 48909.

# **ASBESTOS INVESTIGATION, TESTING, REPORTING, NOTIFICATION OF REGULATORY AGENCIES AND DISPOSAL FOR THE DEMOLITION AND RENOVATION OF BUILDINGS AND STRUCTURES**

## **DEFINITIONS**

Asbestos Containing Material (ACM) is defined as any material that contains more than 1% asbestos as determined by the method specified in Appendix A., subpart F, 40 CFR, Part 763, Section 1, Polarized Light Microscopy (PLM).

Friable is defined as a material that when dry can be crumbled, pulverized, or reduced to powder by hand pressure, or any previously non-friable material that has become damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

Category I Non-friable ACM is defined as asbestos containing packings, gaskets, resilient floor coverings, and asphalt roofing products.

Category II Non-friable ACM is defined as any material, excluding Category I non-friable ACM, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Regulated Asbestos Containing Material (RACM) includes; Friable asbestos containing material (ACM); Category I non-friable ACM that has become friable; Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; Category II in non-friable ACM that has become or has a high probability of becoming crumbled, pulverized, or reduced to powder by the actions of demolition.

All Regulated Asbestos Containing Material (RACM) should be removed before demolition or renovation. Removal should be in accordance with Section 61.145 of the NESHAP 40 CFR, Part 61 regulations, if the combined quantity of RACM is 260 linear feet or greater of piping insulation, or 160 square feet or greater of material on other facility components, or at least 35 cubic feet of material that could not be adequately measured. If the combined quantity of RACM is less than the three quantities listed above, only the notification requirements under section 61.145 of these regulations need to be followed. The regulations pertain to the general construction industry and cover the reporting procedures for the removal and disposal of ACM from demolition or renovation projects.

Category I and II materials (normally non-friable ACM) must be inspected before demolition or renovation to determine if the ACM is in poor condition, indicated by peeling, cracking, or crumbling of the material. If normally non-friable ACM is in poor condition, the material must be tested for friability. If the ACM is friable it must be handled in accordance with NESHAP and removed before demolition or renovation. If the non-friable ACM is subject to sanding, grinding, or abrading as part of the demolition or renovation, the non-friable ACM must be handled in accordance with NESHAP and removed before demolition or renovation. If the building is demolished by burning, all ACM must be removed prior to burning.

All ACM should be collected, processed, packaged, transported, and disposed of according to NESHAP 40 CFR, Part 61, Section 61.150 and DOT 49 CFR, Part 171 and 172 regulations.

It is also recommended that worker protection measures follow the OSHA 29 CFR 1926.58 regulations.

DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at LARA.



## **SPECIAL PROVISION FOR SEALING ABANDONED WELLS**

### **Scope of Work**

This work shall consist of the sealing and abandoning wells using methods and materials approved by the Michigan Department of Public Health and the consultant.

The abandoned water well shall be properly sealed to prevent it from becoming a hazard or serving as a channel for contamination of the ground water, being a potential health or safety hazard, becoming an avenue for loss of artisan pressure from aquifers, and threatening ground water resources.

### **Materials**

Neat cement grout (one bag of cement [94 pounds] of Type I Portland Cement to not more than six gallons of clean water) shall be the material of choice. A bentonite plugging material may be substituted for the neat cement grout on a case by case basis if approved by the Michigan Department of Public Health, the local County Health Department and the consultant.

### **Construction Methods**

Sealing of the abandoned well shall be accomplished by a Michigan registered well drilling contractor. A copy of the well driller's license shall be provided to the consultant.

Sealing of abandoned wells shall be in accordance with Part 127, Act 368, P.A. 1978 (Michigan Public Health Code), and Administrative Rules, with the approval of the Michigan Department of Public Health or local County Health Department and the consultant.

Abandoned water wells are to be checked before they are sealed in order to insure freedom from obstructions that may interfere with sealing operations. The contractor shall initially contact the local County Health Department or Michigan Department of Public Health in order to coordinate inspection.

The existing pump, pressure tank, and all related miscellaneous items shall be removed from the site. These items shall become property of the contractor.

A sealing report must be filed with and approved by the local County Health Department and the consultant. The report must include the type of plugging material, the volume of material used and its method of placement into the well.

### **Basis of Payment**

Payment for sealing abandoned water wells will be considered as included in the contract.

## **GENERAL REQUIREMENTS FOR RECIPIENTS**

### **Excerpts from USDOT Regulation 49CFR, Part 23**

#### **A. 23.5 and 23.62 Definitions**

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- (a) Black (a person having origins in any of the black racial groups of Africa);
- (b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (c) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
- (d) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- (e) American Indian and Alaskan Native  
(a person having origins in any of the original peoples of North America);
- (f) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

"Minority Business Enterprise" or "MBE" means a small business concern, as defined pursuant to Section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. This definition applies only to financial assistance programs. For the purposes of this part, owned and controlled means a business:

- (a) Which is at least 51 percent owned by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
- (b) Whose management and daily business operations are controlled by one or more such individuals.

"Disadvantaged Business" means a small business concern:

- (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous three fiscal years. The Secretary shall adjust this figure from time to time for inflation.

"Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged.

## **GENERAL REQUIREMENTS FOR RECIPIENTS**

### **Excerpts from USDOT Regulation 49CFR, Part 23**

#### **B. 23.43 General Requirements for Recipients**

- (a) Each recipient shall agree to abide by the statements in Paragraphs (a) (1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.
  - (1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."
  - (2) "MBE Obligation. (i) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

#### **C. 23.47 Counting MBE Participation Toward Meeting MBE Goals**

- (e) (1) A recipient or contractor may count toward its MBE, DBE or WBE goals 60 percent of its expenditures for materials and supplies required under a contract and obtained from a MBE, DBE or WBE regular dealer, and 100 percent of such expenditures to a MBE, WBE, or DBE manufacturer.
  - (2) For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the recipient or contractor.
  - (3) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

#### **D. 23.49 Maintenance of Records and Reports**

- (2) Awards to MBE's. These awards shall be measured against projected MBE awards and/or MBE goals. To assist in this effort, the applicant shall obtain regular reports from prime contractors in their progress in meeting contractual MBE obligations.

## **SPECIAL PROVISION**

### **PARTICIPATION BY FOREIGN CONTRACTORS-SUBCONTRACTORS-SUPPLIERS**

The contractor and/or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor and/or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the Airport Sponsor and its agent, cancellation of the contract at no cost to the U.S. Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitations, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the Airport Sponsor and its agent, if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Airport Sponsor and its agent, cancellation of the contract or subcontract for default at no cost to the U.S. Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directive, and order of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based up such findings, certify said finding to the Administrative board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivision, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to an or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

## **CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS**

During the performance of this contract, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Airport Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Airport Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Airport Sponsor to enter into such litigation to protect the interests of the Airport Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FEDERAL CONTRACT PROVISIONS – Construction Contracts & Professional Services**

### **CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Application**

Required in all contracts and subcontracts

#### **Reference**

49 CFR Part 21  
AC 150/5100-15



## **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **Application**

Incorporate in all contracts funded under AIP

### **Reference**

Airport and Airway Improvement Act of 1982, Section 520  
Title 49 47123

## **ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **Application**

Incorporate into all procurement contracts that funded by AIP funds

### **Reference**

49 CFR Part 18.36(i)  
FAA Order 5100.38

## **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

### **Application**

Incorporate into all procurement contracts that funded by AIP funds

### **Reference**

49 CFR Part 18.36(i)(8)  
FAA Order 5100.38

## BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### Application

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

### Reference

49 CFR Part 18.36

## DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the prime contractor receives from *[Name of recipient]*. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

### Application

The contract assurance clause shall be incorporated verbatim. The prompt payment clause represents sample language that meets the requirements of 49 CFR Part 26.29. Recipients should refer to the language included their approved DBE program

### Reference

49 CFR Part 26

## TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### Application

Incorporate into all contracts funded by AIP.

### Reference

49 CFR Part 30.13

FAA Order 5100.38

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

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

### **Application**

Incorporate into all contracts that exceed \$25,000, which funded under the AIP. Incorporate in all contracts for auditing services regardless of the contract amount.

### **Reference**

49 CFR Part 29

FAA Order 5100.38

## **VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates..

### **Application**

Incorporate into all construction contracts financed under the AIP program.

### **Reference**

Title 49 U.S.C. 47112(c)

Advisory Circular 150/5100-6d

## **TERMINATION OF CONTRACT**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **Application**

Incorporate into all procurement contracts that funded by AIP funds that exceed \$10,000.

### **Reference**

49 CFR Part 18.36(i)(2)

FAA Order 5100.38

## **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

### **Application**

Incorporate in all contracts and subcontracts that exceed \$100,000.

### **Reference**

49 CFR Part 18.36(i)(12)

Section 306 of the Clean Air Act

Section 508 of the Clean Water Act

## DAVIS BACON REQUIREMENTS

### 1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons

employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

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

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

#### 4. Apprentices and Trainees.

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



classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between

the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Application**

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

**Reference**

29 CFR Part 5.5

Advisory Circular 150/5100-6d

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5**

### **1. Overtime Requirements.**

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

### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

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

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

### **4. Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### **Application**

Incorporate into all construction contracts and subcontracts that exceed \$100,000 and are financed under the AIP program.

### **Reference**

29 CFR Part 5.5

Advisory Circular 150/5100-6d

## **EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)**

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

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

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

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Application

Incorporate in all construction contracts and subcontracts that exceed \$10,000

#### Reference

Executive Order 11246

41 CFR Part 60 -1.4

AC 150/5100-15, Para. 22.a.

## **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

### **Timetables**

Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)

Goals for female participation in each trade (6.9%)

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. This notice should be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table listed all EA and SMSA and their associated minority goals. The 6.9% for female participation represents a national goal.

### **Reference**

Executive Order 11246

41 CFR Parts 60 - 4

AC 150/5100-15, Para. 22.c.

## **CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8**

### **Notice to Prospective Federally Assisted Construction Contractors**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### **Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices should be placed within the solicitation for proposals. The actual certification should be incorporated in the contract agreement.

### **Reference**

Executive Order 11246

41 CFR Part 60 -1.8

**AC 150/5100-15, Para. 22.b.**

## **ENERGY CONSERVATION REQUIREMENTS**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

### **Application**

The regulation does not prescribe the language for the requirement. The above clause represents sample language that meets the intent of 49 CFR Part 18.36(i)(13)

### **Reference**

49 CFR Part 18.36  
Public Law 94-163

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

### **Application**

Required in all contracts and subcontracts

### **Reference**

49 CFR Part 20, Appendix A

## DEMOLITION ACCEPTANCE CERTIFICATION

AIRPORT NAME:
CITY:
PROJECT NO.:
DEMOLITION CONTRACTOR:
CONSULTANT:

The Demolition Contractor for the above referenced contract has acceptably completed all required contractual development.

All tests specified in the specifications were performed and the test results documented. For any test results outside allowable tolerance appropriate corrective actions were taken.

Payments to the Demolition Contractor were made in compliance with contract provisions. If appropriate, pay reduction factors required by the specifications were applied in computing final payments and a summary of pay reductions has been made available to the Federal Aviation Administration (FAA).

The project was completed without significant deviations, changes, or modifications from the approved specification, except where approval was obtained from the FAA or MDOT-Office of Aeronautics.

ACCEPTED BY:

\_\_\_\_\_  
Project Engineer:  
Title:

\_\_\_\_\_  
Date

Based on reasonable close conformance to all contract requirements, the work is considered acceptable and sufficient in all aspects and is hereby accepted.

ACCEPTED BY:

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

\_\_\_\_\_  
Date



DEQ's Notification of Intent to Renovate/Demolish (included in the Guidelines) must be submitted to DEQ whenever a demolition or partial demolitions is performed, regardless of the presence or absence of asbestos containing material. It must also be submitted to DEQ whenever regulated asbestos containing material (RACM) in amounts equal to or greater than 260 ln. ft. of piping material, 160 sq. ft. of material not on pipes, or 35 cu. ft. is removed. The notification needs to be postmarked 10 business days prior to the start date. Also, if friable asbestos containing material is removed, this form must also be sent to the MIOSHA asbestos program at the Michigan Department of Licensing and Regulatory Affairs (LARA).