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JEANNA PALUZZI



www.inghamlandbank.org



Ingham County Land Bank Fast Track Authority

3024 Turner Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

Help for Hardest Hit Funds

Request for Proposal

RFP #: DEMO17-HHF-08-2017

Title: Asbestos Containing Material & Hazardous Materials Removal & Disposal
Demolition & Debris Removal

Of residential structures for Properties located in Ingham County

Release Date: August 22, 2017

Due Date & Time: August 29, 2017, 12:30pm

Introduction:

The Ingham County Land Bank Fast Track Authority (ICLB) is requesting proposal for Asbestos Containing Material & Hazardous Materials Removal and Demolition & Debris Removal of residential structures. This Project was established to stabilize neighborhoods whose viability is negatively affected by properties that have been abandoned and blighted.

Vendor selection will be based upon proposal submitted to the Ingham County Land Bank by ICLB staff. A public bid opening will be held at the Ingham County Land Bank Office located at 3024 Turner Street, Lansing Michigan, at 12:30pm on August 29, 2017.

If you have any questions about this Request for Proposal, please feel free to contact Roxanne Case, Grant & Program Manager, rcase@ingham.org at Ingham County Land Bank.

Project #: DEMO17-HHF-08-2017

Title: Asbestos Haz Mat Removal and Demolition & Debris Removal

Release Date: 8/22/17

Bid Opening: 8/29/17, 12:30pm

General:

The Ingham County Land Bank will receive Proposal packets marked clearly on the outside of the package with RFP Packet number at their office at 3024 Turner Street, Lansing, Michigan 48906. Request for Proposal documents may be obtained at the offices of the Ingham County Land Bank or on-line at www.inghamlandbank.org after the release date.

Submissions may be withdrawn prior to the date and time specified for Proposal Packet submission date with a formal written notice by an authorized representative of the respondent. All responses, inquiries, and correspondence relating to a Request for Proposal and all reports charts, displays, schedules, exhibits, or other documentation, including the Bid Packets become the property of the Ingham County Land Bank after the due date for submission. No bid may be withdrawn for a period of ninety (90) days after submission. Bids offering less than ninety (90) days will be considered non-responsive and will be rejected.

The Ingham County Land Bank reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the RFP as may be deemed in the best interest of Ingham County Land Bank. It is the intent to award the project to the lowest, most qualified and responsible bidder.

In the event that it is evident to a Respondent that the Ingham County Land Bank has omitted or misstated a material requirement(s) to this packet, the Respondent shall advise the Land Bank at (517) 267-5221. The Land Bank will notify other Respondents of the omission or misstatement.

Federal and State Requirements

It is the policy of the Ingham County Land Bank that all vendors who provide goods and services to the Land Bank by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 U.S.C. 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to the Land Bank shall be regarded as a material breach of any contract between the Land Bank and Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, vendors will be responsible for compliance with other Federal, State and local laws, ordinances, rules and regulations, and policies, as they may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)
3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).
6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Respondent agrees to comply with Ingham County Land Bank requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with city and federal procurement rules, as applicable to this contract.

Respondent agrees that if this contract results in any patentable inventions, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees that if this contract results in any copyrightable material, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Respondent agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

Access and Retention of Records

Respondent agrees to provide access by the Ingham County Land Bank, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.

Respondent also agrees to retain all required records for five (5) years after completion of the work, receipt of final payments and all other pending matters are closed.

Prevailing Wage Requirement

It is the policy of Ingham County Land Bank Fast Track Authority to require the payment of prevailing wages on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. The most current Prevailing Wage Determinations are attached.

The Contractor is required to submit certified payrolls for all periods worked on said project to the Ingham County Land Bank, 3024 Turner Street, Lansing, MI 48906. Attention: Roxanne Case. Payment shall not be made until such time that the certified payrolls have been reviewed.

1. Contractor shall submit to the Ingham County Land Bank before commencing work a list of all his/her Subcontractors.
2. It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
3. Prevailing wage rates shall be conspicuously posted at the jobsite.
4. Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
5. Prevailing wage compliance will be monitored by the Ingham County Land Bank and Michigan Fair Contracting Center (MFCC).
6. Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
7. Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by the County.
8. Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.

9. Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.
10. Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.
11. When requested by the Ingham County Land Bank, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on County construction projects.

Local Vendor Preference

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County. To be considered a local vendor, the Respondent must complete the "Local Vendor Certification Form" included in this bid packet.

Legal Venue

This Agreement shall be construed according to the laws of the State of Michigan. The Land Bank and the respondent agree that the venue for bringing of any legal or equitable action under this bid or any resulting agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other Respondent and will not be so communicated to any other Respondent prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to the Ingham County Land Bank, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Ingham County Land Bank that have a minimum A.M. Best Company's Insurance Report of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$2,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
5. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": the Ingham County Land Bank, all its elected and appointed officials, all its employees, agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 3024 Turner St. Lansing, Michigan 48906."
7. Proof of Insurance - The respondent shall provide to the Ingham County Land Bank at the time the contracts are returned by it for execution, one (1) copy of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

The successful Respondent will be required to submit an IRS Form W-9 and proof of satisfactory insurance prior to any work being started. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificated and/or policies to ICLB at least ten (10) days prior to the expiration date.

Performance Bond

Contractors must secure a performance bond in an amount equal to one hundred percent (100%) of the total contract amount. Bonds must be issued by a bona fide company authorized to do business with the State of Michigan.

Evaluation and Award Timeline

One or more staff members will review each submission. Evaluations will be based on qualification data submitted, past performance with ICLB, price, references and local vendor status. The results will be presented to the Executive Director who shall review and approve final award(s). This may take 2-3 weeks from the proposal opening date.

It is the intent of ICLB to award to the lowest, most qualified, and responsible bidder.

Invoicing Requirements

Vendor is required to follow ICLB's Invoicing Requirements. Information can be found on our website, www.inghamlandbank.org, on the Contractors page.

**Ingham County Land Bank Fast Track Authority
Help for Hardest Hit Funds**

**SCOPE OF SERVICES
ASBESTOS HAZARDOUS MATERIALS ABATEMENT**

DESCRIPTION

The purpose of the project is to abate hazardous materials present within the building, or within close proximity to the building, before a structure is demolished. ***See corresponding Asbestos Hazardous Materials Reports.*** Structures have been surveyed for the following materials:

- Asbestos containing building materials (ACBM)
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB)
- Potentially hazardous or regulated materials/waste located in containers and/or drums
- Potential mercury containing equipment

Lead based paint materials do not require removal in preparation for demolition. Painted surfaces in these structures should be assumed to contain lead.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents, including, but not limited to the following:

1. US EPA, 40 CFR Part 61, Subpart M-National Emission Standards for Hazardous Air Pollutants.
2. OSHA , 29 CFR Part 1926.1101/MIOSHA Part 602-Asbestos in Construction Standard.
3. Michigan Public Act 154 of 1974 – “Michigan Occupational Safety and Health Act”.
4. Michigan Public Act of 135 of 1986 – “Asbestos Abatement Contractors Licensing Act”.
5. Michigan Public Act of 440 of 1988 – “Asbestos Workers Accreditation Act”.
6. US DOT, 49 CFR Parts 171 and 172 – Hazardous Materials Regulations.

If removal of windows is necessary during the abatement of hazardous materials, steps must be taken to secure the opening left after the removal. (i.e. OSB board).

Abatement activities are the responsibility of the Contractor to include, but not necessarily limited to:

- Development of a plan for the removal of regulated materials at the site and provide copy to the Ingham County Land Bank
- Acquisition of all required permits
- Submission of all necessary regulatory notifications
- Provide and maintain all qualified personnel, equipment, materials and other resources necessary to perform activities
- Provide a Third Party air monitoring for final clearance as applicable, providing sampling records
- Remove and package regulated materials for disposal according to regulatory standards, providing documentation of abatement permits and reconciliation with hazardous material survey
- Dispose of regulated materials in licensed landfills or recycling centers with proper transport
- Provide disposal documentation including copies of abatement waste transportation and disposal records to Ingham County Land Bank

All permits, landfill tickets, receipts for disposal, lien waivers and other proof of compliance shall be presented to the Ingham County Land Bank at the time invoice is submitted. Payment will be made according to the Ingham County Land Bank’s Invoice Submission and Payment Schedule.

**Ingham County Land Bank Fast Track Authority
Help for Hardest Hit Funds**

**SCOPE OF SERVICES
DEMOLITION & DEBRIS REMOVAL**

DESCRIPTION

This project consists of building and site demolition of buildings and basement/foundation including backfill of the excavation, securing all necessary permits (demolition, water/sewer cuts, soil erosion, Right-of-Way, and any other required permits by Local, State or Federal government) and disconnect gas, water (if not already completed) and sewer utilities or cap wells and abandonment of septic (if any). **Each Property is subject to a hold back until funding is received through the Hardest Hit Funds.**

Contractor must comply with all federal and administrative requirements which will ensure that all work is performed and carried out in a safe and timely manner. It is the responsibility of the Contractor to provide and maintain all qualified personnel, equipment, materials and other resources necessary to perform activities identified in this Scope of Service.

Contractor must adhere to City of Lansing Department of Planning and Neighborhood Development Demolition Permit Check List and Development Ready Demolition letter, included in this RFP.

A description of the work of the contract can be summarized as follows:

1. Site and Building demolition
 - a. Be aware of property corners and lot lines accurately to set limit of demolition/deconstruction. While some properties may receive stake surveys prior to demolition, contractor is responsible to verify property location. Any properties with completed surveys will have copies of those surveys available in the Ingham County Land Bank office.
 - b. Site and building demolition including the removal of structures, basement, footings, concrete, landscaping and walls, cut brush and trees and/or bituminous/concrete pavement, driveways, private sidewalks, stone, brick, rubbish and miscellaneous debris on site.
 - c. All brush, branches, downed trees, stumps, and debris on site must be removed, cleared, and cleaned up, with the exception of areas indicated by the Ingham County Land Bank to remain.
 - d. All fence/property lines need to be cleaned up and clear of concrete, rocks, trash, debris, etc.
 - e. Create 2-4 holes in attic (if applicable) and pre-soak with water for at least 5 minutes before demolition.
2. Protection of trees - It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished.
3. Site restoration - Site restoration including fill and compaction all disturbed areas, seeding and mulch as follows: a slow growing grass seed appropriate for Michigan's environment, placed upon 3 inches of top soil and mulched with straw or wood fiber.
4. Contractor will work with City of Lansing officials to ensure that all sewer lines connected to demolished and removed structures are appropriately and securely capped, and inspected. If a septic tank is located, the contents needs pumped, inspected, and then removed.

5. Except for items indicated to remain the Land Bank's property, demolished materials shall become the Contractor's property and shall be removed and disposed of legally.
6. Curb and Gutter Insert, noted in the City of Lansing Development Ready Demolitions letter, should be followed per City of Lansing specifications. Tetra Tech Inc will be inspecting and approving per specifications, and will need to be notified at the beginning.
7. Right of Way Permits for Curb Inserts must be pulled for each property at the City of Lansing Public Service Department. No cost of this permit is required. Copy of each property ROW permit must be sent or emailed to: Tetra Tech, 517-316-3930, 401 S Washington Sq, Lansing, MI 48933.
8. Gas lines per Consumers Energy have already been shut off at main, retired, and/or capped. No cost should be included in your bid. Paperwork will be provided by the Land Bank.
9. Electric and Water lines per BWL have already been disconnected and shut off with meters removed. No cost should be included in your bid. Paperwork will be provided by the Land Bank.

WORK SCHEDULE

A preliminary work schedule must be supplied to the Ingham County Land Bank within 10 days of contract awards. Updated schedules must be provided a minimum of 48 hours in advance before start of work to provide for adequate time to remove Land Bank locks and property and to provide appropriate staffing.

Work should be scheduled for the most efficient operation. Coordinate with utility companies and/or local agencies (if not already completed) to verify the shutting off and capping utility services (electric, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to the start of demolition.

Contractor shall coordinate the hazmat and asbestos remediation with the required demolition NESHAP notice to the MDEQ and submit to the Ingham County Land Bank for review, a tentative schedule of completion dates and work plan for the aforementioned work.

Contractor shall notify the Ingham County Land Bank 24 hours in advance of any sub-contractor being on site and provide the subs company name, address, telephone and FAX number.

Contractor will furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and sub-contractor prior to commencement of work. Certificates shall be sent to the Ingham County Land Bank, 3024 Turner St, Lansing, MI 48906.

CONTRACTORS USE OF PREMISES

During the period of this contract, the Contractor shall have full use of the lots occupied by the structures. The Contractors use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded. Do not disturb portions of the site beyond the areas which the work is indicated.

1. Driveways and Entrances: Keep driveways and entrances servicing adjacent properties clear.
2. Drive approaches located between the sidewalk and curb must be left as is, unless otherwise specified by ICLB, per the City of Lansing Demolition Ready letter.
3. Any debris or sedimentation deposited in the road right-of-way shall be properly removed by the Contractor at the Contractors expense.

PROJECT CONDITIONS*Dust Control*

1. The Contractor will use all means necessary to control dust on and near the work and on or near all off-site areas if such dust is caused by Contractors operations during performance of the work or if it results from the condition in which the contractor leaves the site.
2. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance and to minimize the spread of lead-containing dust to the public and adjacent properties.
3. Create 2-4 holes in attic (if applicable) and pre-soak with water for at least 5 minutes before demolition.

Protection

1. The Contractor will use all means necessary to protect adjacent property before, during and after demolition work.
2. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the Ingham County Land Bank and at no cost to the Land Bank.
3. Sites within 500 feet of a lake, body of water, stream or county drain, require a City of Lansing permit and sedimentary controls in place. See "Soil Erosion & Sedimentation Control Permit"

Safety

1. The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154, per the Michigan Department of Labor and Energy Construction Safety Standards Commission.
2. Installation of barricades, warning signs, caution tape, etc. as safety precautions prior to and during wrecking operations shall be performed in strict compliance with all applicable regulations per City of Lansing.
3. Any open ground hole in excess of 3' in depth left unattended is to be extended or partially filled to create a slope on one of the four sides that would allow any person or animal falling into the hole to escape by climbing up a reasonable scalable slope.
4. Personnel working inside the site shall be trained as required and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. Work associated with hazardous/regulated materials shall be performed at appropriate Personal Protection Level as defined by MIOSHA.

Debris and Removal

1. Clearance of sites include, removal and disposal of all materials, including asbestos containing and non-asbestos containing waste and debris, in compliances with federal and state or local requirements, and compaction, as required. Provide erosion control and other incidentals necessary to satisfactorily complete the improvement removal.
2. The Contractor is responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan and DOT regulations.
3. Clean adjacent buildings, driveways, sidewalks, and road right-of-ways caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

PRODUCTS*Fill Material*

All fill material except MDOT Class II Granular Material shall be subject to the approval of the Land Bank.

For approval, notify Land Bank in advance of the intention to import material, its location and the sources name, address, and telephone number.

Provide receipts or analytical data or certification from the source documenting that all off-site materials to be used as backfill or fill is uncontaminated. The following tests shall be performed, by the source or by the Land Bank or agent at the Contractors expense, for certification of contaminate-free fill.

1. Volatile Organics (Method 8260)
2. Semi-volatile Organics (Method 8270)
3. Pesticides/PCBs (Method 8080) and
4. Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.

Fill material shall be free of rocks or lumps larger than three (3) inches in greatest dimension.

Pulverized building materials shall not be used as fill material.

Fill from off-site shall be from a commercial source. In the event, the demolition is in a designated flood plain, grading should be filled using the current ground on site, and then supplemented with fill.

EXECUTION*Preparation*

1. Protect structures, utilities, sidewalks, pavements and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - a. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the Ingham County Land Bank and at no cost to the Land Bank.
2. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, drives and walkways.
3. Protect existing trees to remain.
4. No tree removal shall be allowed in a flood plain area without prior approval from the ICLB in conjunction with the City of Lansing.

Dewatering

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared sub-grades, or flooding project site and surrounding area.
2. Protect sub-grades from softening and damage by rain or water accumulation.

Excavation

1. Do not use explosives.
2. Excavation is unclassified and includes excavation to required sub-grade elevations regardless of the character of materials and obstructions encountered.

Stability of Excavations

Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

Approval of Sub-grade

1. Notify the Land Bank when excavations have reached required sub-grade.
2. When the Land Bank determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.
3. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities.

Backfill

Backfill excavation promptly, but not before completing the following:

1. Removal of trash and debris from excavated site.
2. Approval and acceptance of removals below finish grade
3. Removal of temporary shoring and bracing and sheeting.

Fill

Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

When sub-grade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.

Place fill in layers to an elevation of between 4" to 6" above adjacent undisturbed ground.

Moisture Control

Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry satisfactory soil that is too wet to compact to specified density.

Compaction

Place backfill or fill materials in layers not more than 12 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by the Land Bank. Heavy Equipment such as loaders, bulldozers, etc. may be used to achieve compaction. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

Grading

General: Uniformly grade areas to a smooth surface, free from irregular surface changes.

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
3. Avoid directing watershed onto adjacent properties.

Site Grading: Slope grades to direct water to middle of property or adjacent right-of-ways. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

Protection

All trees 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the Contractor shall replace damaged tree if directed by the Land Bank.

Protecting Graded Areas: Protect newly graded area from traffic, freezing, and erosion. Keep free of trash and debris.

Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.

Settling

Where settling occurs during the project correction period, remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.

Disposal of Surplus and Waste Material

Remove surplus satisfactory soils and waste material, including unsatisfactory soil, trash, debris and legally dispose of it off of Land Bank Property.

The work of excavating, filling, and grading shall be included in the lump sum project cost. The work of grading shall include all labor, materials, and equipment necessary for filling and compacting the sub-grade prior to placing any improved surface. Any areas disturbed by construction activities shall be re-graded and reseeded as necessary. **Each Property is subject to a 20% hold back until final activity is completed.**

All permits, landfill tickets, receipts for disposal, lien waivers and other proof of compliance shall be presented to the Ingham County Land Bank at the time invoice is submitted. Payment will be made according to the Ingham County Land Bank's Invoice Submission and Payment Schedule.

**Ingham County Land Bank Fast Track Authority
Help for Hardest Hit Funds**

**BID DETAILS
ASBESTOS & HAZARDOUS MATERIALS ABATEMENT
DEMOLITION & DEBRIS REMOVAL**

Submission Requirements

The Bidder, in compliance with your invitation for bids for the asbestos & hazardous materials abatement and demolition/deconstruction & debris removal of residential structures, having examined the scope of work and specifications prepared by the Ingham County Land Bank, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the prices stated below.

In evidence of Respondent's ability to satisfy the requirements set forth in the Scope of Services, please include a narrative describing, but not limited to the following information:

- ☐ Cover Letter of Interest including
 - Principal place of business and business history
 - Contact Person, Title, Phone/fax Numbers, E-mail address
 - Experience providing similar services
- ☐ Main Proposal
 - Firm Background and Years in Business – minimum 5 years.
 - Evidence of financial stability – 2015-2016 financial statements, 2 years corporate tax returns, or 2 years audited financials
 - Evidence of legal standing with the SOM -- Certificate of Existence (LLC) issued by LARA or Certificate of Good Standing (corporate) or Articles of Organization.
 - Attest to capability of securing 100% Performance Bond.
 - List of all Board Members or Officers.
 - Three references documenting past experience in this area, including: name, company or agency and contact telephone number.
 - Copies of current and applicable certifications held and trainings completed.
 - Copies of firm's certification(s) as applicable
 - Copies of applicable State/EPA certification/license.
 - Current resume (1-2 pages) for staff person to be actively involved in providing services. At a minimum, this shall include a listing of the relevant certifications (with document numbers and effective dates), licenses, training, and experience for persons providing services.
 - Disclose any potentially related conflict(s) of interest, including personal or familial relationships to ICLB's staff or Board.

- Disclose any citations from either DEQ and/or MiOSHA in the past 3 years and, if any, please list with an explanation of the outcome.
- Disclose any other businesses that you own, co-own, operate or sit on the Board of Directors.
- Disclose any late property or business taxes and include a brief explanation as applicable.
- ❑ Evidence of Insurance
 - General Liability in coverage of no less than \$2,000,000; workers compensation and employers liability coverage no less than \$500,000. (Additional Insured Clause not required until contract awarded).
 - Automobile liability with limits not less than \$1,000,000 per occurrence.
- ❑ Signed Certifications and Authorized Signatures page(s) from this RFQ. If applicable, signed Local Vendor Certification from this RFQ.
- ❑ Minority Business Enterprise (MBE), Women Owned Business (WOB), Local Vendor Status and/or Section 3 eligibility, as applicable.
- ❑ Contractor Application, submitted prior to your response or already on file with our office (can be found on our website www.inghamlandbank.org or through our office).

All Respondents will be screened against the federal Excluded Parties List System (EPLS).

INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY
UNIT PRICE FOR ASBESTOS & HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION & DEBRIS REMOVAL
See corresponding Hazardous Materials Reports for details of Abatement

CONTRACTOR NAME: _____

	Parcel #	Address	Area / House / Garage info	Misc info	Asbestos / Haz Mat Bid	Demo Bid	Debris Removal	Dirt / Backfill	Grading	Seed	Sidewalk Repair / Replacemt	Curb Insert	Total Bid
1	33-01-01-14-359-242	648 S Hayford Ave, Lansing	2 story, basement, gravel drive. No curb.	Garage remains. Stumps to be pulled.							None	None	
2	33-01-01-10-251-081	1514 Illinois Ave, Lansing	1.5 story, basement, concrete shared drive	No Curb Insert							None	None	
		Grand Totals											

TOTAL BID \$ _____

Date _____

Time Frame for Completion _____

Bidder, if awarded this contract, hereby agrees to commence work under this contract on or before

_____ and to fully complete on or before _____.

Bidder understands that the Ingham County Land Bank reserves the right to reject any or all bids and to waive any informalities or irregularities herein. Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates, copies of licenses and City registration to the Ingham County Land Bank within ten (10) days.

Ingham County Land Bank Fast Track Authority

Project #: DEMO17-HHF-08-2017

Title: Asbestos Haz Mat Removal and Demolition & Debris Removal

Release Date: 8/22/17

Bid Opening: 8/29/17, 12:30pm

Certifications and Authorized Signatures

To be returned with your Proposal package

Upon notice of acceptance of this packet, Respondent will execute a Contract Agreement and deliver properly executed insurance certificates to the Ingham County Land Bank within ten (10) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF RESPONDENT

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

P.O. Box (if applicable): _____

Street: _____

City: _____

Phone: _____ Fax: _____

Email: _____

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

☐ Individual

☐ Limited Liability Corporation (LLC)

☐ Partnership

☐ Corporation, State of Incorporation: _____

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

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

This Proposal Packet is submitted in the name of

(Vendor)

Respondent hereby certifies that the information provided in their submittal to ICLB is accurate and complete, and they are duly authorized to sign. Respondent hereby certifies that they have reviewed the RFP in its entirety and accepts its terms and conditions.

Signed: _____

Date: _____

Printed Name: _____

Local Vendor Certification

If applicable, return with your Proposal package

To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a “registered local vendor”(RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted. This must be the site at which business operation take place. ICLB staff reserves the right to make a site visit to verify location and business activities.

Any person, firm, corporation or entity intentionally submitting false information to the Land Bank in an attempt to qualify for the local purchasing preference shall be barred from bidding on Land Bank contracts or a period of not less than three years.

If you believe you qualify as a local vendor, please provide the following information for verification. Please note that there are some exceptions to the local vendor rule. More information can be found at www.inghamlandbank.org.

Complete Legal Firm Name: _____

Company Physical Address: _____

Company Phone: _____

Company Website: _____

Name and Title of Person Authorized to sign on behalf of your company:

Signature: _____

Date: _____

**Ingham County Land Bank Fast Track Authority
Help for Hardest Hit Funds**

Prevailing Wage Rates

General Decision Number: MI170014 08/11/2017 MI14

Superseded General Decision Number: MI20160014

State: Michigan

Construction Type: Residential

County: Ingham County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
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0	01/06/2017
1	03/31/2017
2	07/14/2017
3	07/28/2017
4	08/11/2017

CARP1004-012 09/01/2016

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 18.91	18.76

* ELEC0252-006 05/29/2017

Townships of Bunker Hill, Leslie, Onondaga and Stockbridge

	Rates	Fringes
ELECTRICIAN.....	\$ 29.02	13.68

ELEC0665-010 05/28/2017

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy,
Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

	Rates	Fringes
ELECTRICIAN.....	\$ 27.74	9.32

ENGI0325-029 06/01/2017

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.58	23.30
GROUP 2.....	\$ 34.28	23.30
GROUP 3.....	\$ 31.63	23.30

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50
per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00
per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or
220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or
longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper

IRON0025-004 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.78	27.84

LABO0499-008 10/01/2014

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.72	12.75

PAIN0845-002 05/21/2014

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 16.43	11.85

PLUM0333-003 06/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 23.23	16.91
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 23.23	16.91

ROOF0070-012 06/01/2017

	Rates	Fringes
ROOFER.....	\$ 28.91	14.33

SHEE0007-023 06/01/2014

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit		

Installation.....\$ 23.32 7.82

SUMI2010-012 09/16/2010

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 17.64	6.70
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85
LABORER: Common or General.....	\$ 17.21	5.46
LABORER: Landscape.....	\$ 9.64	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 17.66	7.65
TRUCK DRIVER: Dump Truck.....	\$ 17.00	5.71

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL
DECISION

[illegible]

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

classifications set forth therein for each laborer or mechanic conform with the work he performed

State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(3) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

employees, except as noted in section 4(c) below.

- ☐ - Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(F)

[illegible]**REMARKS:**

NAME AND TITLE	SIGNATURE
<p>THE MULTIPLE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR DISCOUNTER TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.</p>	

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

[WH-347](#) (PDF)

OMB Control No. 1235-0008, Expires 02/28/2018.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state

"See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.