

CITY OF NILES

Niles, Michigan

***DEMOLITION OF A RESIDENTIAL STRUCTURE
INCLUDING ASBESTOS ABATEMENT
(1009 N 6th)***

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Community Development
333 N. Second Street
Niles, MI 49120
(269) 683-4700
July 2024

ADVERTISEMENT FOR BIDS
CITY OF NILES, MICHIGAN

**DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS
ABATEMENT (1009 N 6th)**

Sealed proposals will be received by the City of Niles, Michigan in the City Hall office of the City Clerk until **Monday, July 22nd, 2024 at 10:00am** Local Time, at which time and place the proposals will be publicly opened and read aloud for the demolition project.

The proposal and contract forms as well as the plans and specifications under which the work will be done are on file and may be examined at the Department of Community Development, City Hall, 333 N. Second St, Niles, Michigan 49120, (269) 683-4700, ext. 3020. Copies thereof may be obtained from the Department of Community Development.

All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

The successful bidder will be required to furnish satisfactory performance bond as well as labor and material bond.

A certified check or bidder's bond in an amount of not less than five percent (5%) of the amount of the proposal will be required with each proposal.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal, which in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF NILES
Sanya Vitale
CDBG Coordinator
July 10 2024

PROPOSAL TO CITY OF NILES, MICHIGAN

***DEMOLITION OF A RESIDENTIAL STRUCTURE
INCLUDING ASBESTOS ABATEMENT
(1009 N 6th)***

To the City of Niles, Michigan:

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Advertisement, Instruction to Bidders, General Conditions, the Form of Proposal, the Form of Contract, and Specifications on file in the office of the Department of Community Development. Hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the demolition work for the City of Niles. All in accordance with the plans and specifications as prepared by the Department of Community Development, at and for the following named price:

TOTAL BID PRICE: \$ _____

COMPLETION DATE: _____

BIDDERS EXCEPTIONS/COMMENTS: _____

The undersigned affirms that in making such proposal neither he/she nor any company that he/she may represent nor anyone in behalf of him/her or company directly or indirectly. Has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work. Or any compact to prevent any other bidder or bidders from bidding on said contract or work. And further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the City shall accept the foregoing proposal. He/she will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal. Enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work at and for the price named in his proposal. And he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

Proposal - continued

In submitting this bid it is understood that the right is reserved by the City of Niles to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Dated and signed at _____ State of _____
this _____ day of _____, 2024.

Company Name

Name of Bidder (Print or Type)

Signature of Bidder (Authorized Signature)

Title: _____

Business Address: _____

Telephone Number _____ FAX Number _____

Cell Phone Number _____

E-Mail Address _____

Proposal - continued

CERTIFICATION OF NON-DISCRIMINATION

Please Check One

A. Contractor _____ B. Supplier _____ C. Other _____

Project/Product Description

DEMOLITION OF A RESIDENTIAL STRUCTURE

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Niles:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.
2. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.
3. The undersigned will indemnify and hold harmless the City of Niles, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

Signature

Date

Print Name

Company Name

INSTRUCTIONS TO BIDDERS

Work to be Done

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for the proposed demolition project and other related work complete and in accordance with the plans and specifications.

Construction Conditions

It is required that each bidder will examine the plans and specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he/she will obtain firsthand information concerning the available facilities for receiving, transporting, handling, and storing construction equipment and materials and concerning other environmental conditions that may affect his/her work.

Basis Upon Which Proposals are Solicited

Proposals are solicited for the proposed demolition project and other related work as shown on the plans or described in the specifications. The basis on which proposals will be received will be that of unit prices for the work described in the Form of Proposal.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable beforehand, are to be regarded as approximate only, and as being given for the general guidance of bidders and as a basis upon which the different proposals will be compared. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal.

Time of Completion

The Contractor shall commence work under this contract as soon as possible and shall fully complete all work under this contract by September 15, 2024.

Form of Proposal

All proposals must be made and signed by the bidder in the form attached hereto.

All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City.

Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Niles, Michigan, and labeled on the outside **"SEALED BID FOR DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT (1009 N 6th)"**

Conformity to Plans and Specifications

Proposals must be made in full conformity to all the conditions as set forth in the plans and specifications for the work now on file in the Department of Community Development.

Name, Address and Status of Bidder

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

Financial Statement

If required by the City, each bidder under consideration may be required to submit a statement of his/her financial status.

Certified Check or Bidder's Bond

Each proposal must be accompanied by a certified check for a sum of not less than five percent (5%) of the amount of the proposal drawn upon some local bank, or upon some other well-known bank in good standing, or upon New York or Chicago Exchange, or a U.S. Government standard form of bidder's bond by a recognized surety company in an amount of five percent (5%) of the amount of the proposal, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract, in the attached form to do the work covered by such proposal and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Treasurer of the City of Niles, Michigan, and shall be subject to the conditions specified in the proposal.

Written or Oral Explanations

Should a bidder find discrepancies in or omission from the contract documents, plans or specifications, or should he be in doubt as to their meaning, he may at once notify the Public Works Director, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The Public Works Director will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

Execution of Contract

The bidder whose proposal shall be accepted will be required to execute the contract in the form attached hereto and to furnish sureties as hereinafter specified, within ten consecutive calendar days after receipt of notice of such acceptance. In case of his refusal to do so, he will be considered to have abandoned all of his rights and interests in the award, and his certified check or bidder's bond may be declared to be forfeited to the City and the work may be awarded to another.

*

* Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

Indemnification

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work. Provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom. Which is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly employed by them or by anyone for those acts any of them may be liable regardless of whether or not it's caused in part by a party indemnified hereunder.

Protection of Work

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, monuments, fences, poles and other structures which may occur near his work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract specifications.

Right to Accept, to Reject and to Waive Defects

The City reserves the right to accept any proposal, or reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineation in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City.

Award of Contract

The contract shall be deemed as having been awarded when, formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the Department of Community Development of the City of Niles.

Withdrawal of Bids

No bidder may withdraw his/her bid after receipt by the Department of Community Development for a period of 30 days.

Contract Period

The contract period shall commence as soon as possible after award of contract and signing and submittal of all documents and be completed no later than 28 days after the award of the contract.

Safety

The Contractor shall maintain safety during the continuance of the work such protective devices as will effectual prevent any accidents in consequence of his/her work. And he/she shall be liable for all accidents and damages occasioned in any way by his/her acts or neglect, or by the acts of neglect of his/her Sub-Contractor's, agents, employees or workmen. The Contractor shall use safety devices, which are approved by the Michigan Department of Occupational Health and Safety. The Contractor shall comply with all of the current laws, rules and regulations of the Michigan Occupational Health and Safety Act.

Payment Method

Full payment shall be made upon 100% completion of the work. The City pays twice a month and the payment to the Contractor would occur at either time depending upon the approval process. The bills shall be mailed or sent to the designated contact person.

GENERAL CONDITIONS

Definition of Terms

The following terms as used in these CONTRACT documents are defined as follows:

Contractor - The person, firm or corporation to whom the within contract is awarded by the City and who is subject to the terms thereof.

Sub-Contractor - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

Project - The public improvement proposed by the City to be constructed under this contract.

City - The City of Niles, Michigan

Owner - The City of Niles, Michigan and/or private property owner.

Common Council - The legislative body of the City Government of the City of Niles.

Deputy Chief - The Deputy Chief of the Public Safety Division and Chief Code Enforcement Official and/or other properly authorized representatives.

Supervision

The work covered by this contract will be executed under the supervision of the Deputy Chief, who shall have the authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions on the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Deputy Chief may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully meet all requirement of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated into the work. The Contractor shall furnish, upon request therefore by the Deputy Chief, such samples for examination or testing as the Deputy Chief may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Deputy Chief, be equal to the requirements of the plans or specifications may be rejected by the Deputy Chief, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of work.

The Deputy Chief and his/her duly authorized agent and employees may, at any time and for any purpose enter upon the work and upon the premise occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

General Conditions - continued

Measurements

Due and proper measurement of the work will be taken by the Deputy Chief during the progress of the work, and his/her estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and shall furnish such watchman as will effectually prevent any accidents in consequence of his/her work; and he/she shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his Sub-Contractors, agents, employees or workman.

The Contractor shall use safety devices that conform to the Michigan Manual of Uniform Traffic Control Devices.

Contractor's Insurance

The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and the Owner has approved such insurance, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the Contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the Contractor shall provide and shall cause each sub-Contractor to provide adequate insurance coverage for the protection of is employees not otherwise protected.

b. Public Liability and Property Damage Insurance: * The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

* Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

*

Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person, and property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.

General Conditions – continued

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required.

Protection of Work

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, poles and other structures which may occur near his/her work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications.

No trees or shrubbery of any kind shall be moved or destroyed by the Contractor without written permission of the Deputy Chief, and the Contractor will be held fully responsible for any damage incurred by this work to adjoining trees and shrub. Ample precaution shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replace in a manner acceptable to the Deputy Chief.

The Contractor shall assume full responsibility for the loss or damage to the work during the entire construction period resulting from the caving earth and from storms, floods, frost, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the owner, and shall turn the finished work over to the owner in good condition and repair, at the time of final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Stored Materials

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as to not to interfere with street drainage, or with fire hydrants, or with access hereto, and to hinder any more than may be necessary to maintain the ordinary traffic of the street.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work. The Contractor shall also obey and abide by all the laws and requirements of the City regulating or applying to public improvements, specifically, Ordinance No. 165, Section 6, which states that the Contractor shall be obligated not to discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, nation origin, or ancestry, and said Contractor shall be required to include a similar provision in all sub-contracts. The Contractor, as used in Ordinance No. 165, is defined and declared to be only employers of four or more employees.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Deputy Chief in the matter of personal conduct shall, at the request of the Deputy Chief, be promptly discharged and shall not thereafter be re-employed without the consent of the Deputy Chief.

Sanitary Regulations

The Contractor shall provide at convenient points, properly secluded from observation a sufficient number of toilets for the use of the employees and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work.

General Conditions - continued

Water Supply

The Contractor must make all necessary arrangements for securing an adequate water supply for use in construction and for drinking water for his employees. Water may be taken from the City water mains by making suitable application to the City of Niles Utilities Department. City water drawn from fire hydrants may not be available for this project. If City water is used on the work, the Contractor shall make the necessary advance arrangements and applications and pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the Contractor. The Contractor shall make payment for water used to the City of Niles Utilities Department in accordance with their regular established rates.

Clean Up

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises that he/she has occupied during the construction period.

Before the time of final estimate, the Contractor shall remove from the premises all surplus excavation, debris and rubbish and all unused materials, together with all tool and equipment, or shall deposit them at such point and in such manner as the Deputy Chief may require.

Right of Way

In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself/herself strictly within the rights secured by the City. The city will endeavor to obtain right-of way in plenty of time ahead of construction work, but there shall be no claim for loss of damage by the Contractor due to unforeseen delay on the part of the City in securing the right-of-way.

Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the method may be distinctly demand by the plans. The Deputy Chief may, however, make such reasonable requirements as may, in his/her judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

Sunday and Night Work

No Sunday work shall be done except in a case of emergency or to protect from damage or injury any work that has already been done; and then only with written consent of the Deputy Chief, and only such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Deputy Chief or an inspector, except with written permission of the Deputy Chief. Night work is permissible in an emergency but the Contractor shall notify the Deputy Chief, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

General Conditions - continued

Intent of the Contract Documents

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

Plans and Specifications

The nature and extent of the work to be done under this contract shall in accordance with and governed by the plans and specifications therefore which are on file in the Department of Community Development, and which copies are appended hereto and which form a part of this contract.

The specifications describe and define the kinds and quality of materials, the methods and means of construction and the character and quality of workmanship which shall enter into the work of this contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Deputy Chief and supplied to the Contractor during the progress of the work as the Deputy Chief may deem to be necessary or expedient. The owner shall furnish to the Contractor, free of charge, two sets of specifications and associated plans.

When required by the specifications, or when called for by the owner, the Contractor shall furnish the owner, for approval, full information concerning the materials or articles which he/she contemplates incorporation in the work. Samples of the materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

Correction of Work After Final Payment

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall remove any defects due thereto and pay for any damage due to other work resulting there from, which shall appear within one year after date of completion and acceptance.

Owner's Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor and his/her surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

Sub-Contracts

This work shall not be sublet without the approval of the City.

General Conditions - continued

Delays

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion will be extended for such reasonable time may be agreed upon by the owner and Contractor after notice in writing to the Owner of the cause of such delay. The Contractor must give such notice to the owner within five (5) days following beginning of such delay.

Termination for Breach

In the event that any of the provisions of this contract are violated by the Contractor or by any of his/her Sub-Contractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be necessary therefore.

Extra Work

It is agreed that the Contractor shall do such extra work in connection with this contract as the City may especially order in writing. Such extra work may be paid for at unit prices set up in the contract or, if no prices are acceptable, at a price mutually agreed upon in advance by the Contractor and the City. But if such extra work, or any part thereof, be a kind for which no price has been agreed upon in advance, then the City will pay and the Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Contractor for labor (including compensation insurance) and materials actually used therein, plus fifteen percent (15%) of such net cost for superintendent, power, the use of tools and plant, and all overhead expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor shall furnish to the Deputy Chief at the end of each day, suitable time slips showing the name of, and number of hours worked by each workman employed thereon, suitable and adequate memoranda of materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price.

All extra work shall be done by the Contractor in effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract and the Contractor will be responsible for the maintenance and protection of such extra work, until the time of the final acceptance of the entire job by the City.

No claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable for the completion of such extra work and before making of the final estimate.

General Conditions - continued

Alterations in Plans and Specifications

The Owner shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and the exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Deputy Chief. When such alterations are so made, and in case the amount to be added or subtracted from the contract sum cannot be agreed upon in advance, or cannot be determined by unit prices enumerated herein, the cost of the work thereby added or omitted shall be estimated by the Deputy Chief, and in the amount so ascertained shall be added to or deducted from the contract sum provided for in the contract. In case of dissent from the said estimate by either party, the question of fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten (10) days by each of the parties and the third by the two thus chosen.

Materials and Workmanship

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition in bidding but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Deputy Chief and the Deputy Chief's decision will be final as to whether the materials or equipment are equal to those specified.

Unless otherwise stipulated in the specifications, all workmanship, equipment, material and articles incorporated in the work covered by this contract are to be new and of best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of material as the Deputy Chief may require. The Contractor shall furnish to the owner for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he/she contemplates installing, together with their performance capacities and other pertinent information.

The Contractor shall furnish suitable tools and building appliances to employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Deputy Chief, be suitable or competent to produce this result may be ordered from the work by him, and such labor and tools or appliances shall be substituted, therefore, by the Contractor as will meet with the approval of the Deputy Chief.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, Deputy Chief, and the trade.

Title in City

It is agreed that the title of all materials for which the Owner is required to pay and all work completed in full or in the course of completion shall be in the Owner. Title of all equipment not purchased by the Owner shall be in the Contractor, or in the event such equipment is rented, title shall remain the person supplying such rented equipment.

Notices

All notices provided for herein shall be served by Certified Mail addressed to the last known address of the party concerned, and it is agreed service in this manner shall be sufficient.

General Conditions - continued

Payment

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Deputy Chief will make an estimate of the amount and value of the work that has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurements with exactness, but may be made either wholly or in parts by appraisalment or estimation, or by consideration of accounts for labor and material, and it shall be sufficient if it is approximate only. Any error or inaccuracy, which may occur in such progress estimate, may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon its approval by the City, the City will pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligation of the Contractor for labor, materials or equipment furnished for the work in accordance with the provision herein.

The progress estimates and payments thus provide for will include all extra work which may be done under the provisions of the contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and merely an addition to it. No allowances will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work.

Contractor's Obligation to Pay Bills

Before the Contractor shall demand partial or final payment estimates or payment he will furnish the owner if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, material, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid such sums as the Owner may deem necessary to meet lawful claims of such persons may be retained by the Owner from any monies that may be due or become due to the Contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

Owner's Right to Withhold Certain Amount

In addition to the payment by the Owner under the preceding provisions of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover payments that may be earned or due for just claim for labor or materials furnished in and about the performance of the work on the project under this contract, b) for defective work not remedied, and c) for failure of the Contractor to make proper payment to his Sub-Contractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Assignment of Contract

The Contractor shall not assign this contract or any part thereof without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

SPECIFICATIONS
**DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS
ABATEMENT (1009 N 6th)**

SCOPE OF WORK

This work shall include the furnishing of all labor, materials, equipment, tools, cost of insurance and bonds and other miscellaneous costs for the complete demolition of the residential structure, located at 1009 N 6th, Niles, MI., in accordance with the obvious intent of the contract documents and described as follows:

**DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS ABATEMENT
(1009 N 6th)**

DEMOLITION REQUIREMENTS

Demolition shall include the removal of the entire building, retaining walls, chimneys, walls, cisterns, foundations, basements, billboards/signs, antennas, trash, rubble, sign posts, etc. and items which may now be remaining in the structure but not limited to supplies, equipment, appliances and heating, electrical and plumbing equipment. The project will also include the removal of the garage, fencing associated with the property and any debris located on the property. Demolition shall include the removal below existing ground level of all foundations and slabs. This shall include the sealing of all sewer drains and filling of any basement or other excavations up to ground level. All fill areas shall be filled with clean granular fill material, compacted at one (1) foot intervals up to a point 3 inches below the adjoining ground elevation. Site shall be top soiled (3"), seeded with perennial grasses and mulched.

Prior to backfilling, the Contractor shall notify the City of Niles Building Official to verify that all requirements for demolition have been met.

All demolition and removal shall be performed by laborers skilled in this type of work, in an orderly, neat and quiet manner so as to cause the least amount of inconvenience, noise, dust, or other objectionable conditions. The Contractor shall conduct the demolition work to insure the least obstruction to traffic. Barricades, lights, warning signs and other safety features as required for the protection of the public, adjacent buildings and adjacent property shall be provided by the Contractor. Any traffic obstruction shall be coordinated with the Police Department and the Department of Public Works.

DISCONNECTING/ABANDONING UTILITY LINES

All storm and sanitary leads, laterals and connections shall be disconnected at a point no greater than two (2) feet behind the right of way line. The pipes shall be cut clean and capped with a neoprene rubber cap and stainless-steel clamp as manufactured by Fernco or approved equal. Each connection shall not be covered until approved by the Department of Community Development. Sidewalk removal/replacement to facilitate plugging, disconnecting or capping of utility lines shall be included in the cost of building demolition and not a separate pay item.

S-1

The Contractor shall disconnect all water service leads to the structure at the curb stop. The curb stop shall be turned to the "off" position. The services shall not be covered until approved by the City Utilities Department.

Disconnection /abandonment of Gas, Telephone, Cable Television and other utilities may be necessary as well and shall be the responsibility of the Contractor to contact the appropriate utility.

HAULING ROUTES AND DISPOSAL SITES

Haul routes will be subject to local regulations. The disposal of all rubbish and waste material will be made in legally designated disposal areas where such type of disposal is sanctioned. The Contractor shall be responsible for keeping streets clean, free of dirt and debris caused by demolition and hauling. ALL LOADS MUST BE COVERED. Contractor shall present with his billing copies of landfill receipts, receipts from licensed waste hauler or such other documentation as may be required. Final approval of the work will not be given until such documentation is provided.

UTILITY LOCATIONS

The Contractor shall assume full responsibility for the safeguarding and protection of all underground utilities which may occur near to his work, or in any way be affected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications. It shall also be the Contractor's responsibility to contact "Miss Dig", phone 1-800-482-7171 or **811**, at least seventy-two (72) hours prior to doing any excavation work. The Contractor shall be responsible for ascertaining the locations of any active utilities traversing the project site and preserve and protect them in operating condition. The Contractor shall protect property including but not limited to manholes, catch basins, valve boxes, line poles, end poles and guys, vaults, meters, pedestals and other appurtenances. The Contractor shall be responsible for the repair of any such utility.

PERMITS

The Contractor shall be responsible for securing any necessary permits and the costs for permits shall be waived by the City of Niles.

ASBESTOS ABATEMENT

An asbestos survey conducted by Villa Environmental of Benton Harbor, MI (attached excerpt) indicates the presence of asbestos in the building, including in the roofing materials. As part of this project the Contractor will be required to remove the asbestos and the building addition with the collapsed roof as asbestos waste as it would be dangerous to sort through.

Asbestos abatement work shall only be performed by a trained and Michigan licensed asbestos abatement contractor.

Any questions pertaining to the Asbestos Abatement shall contact Villa Environmental of Benton Harbor, MI at 269-927-2434.

PAYMENT FOR WORK

Payment will be made for this demolition project upon 100% completion of the work. Upon completion of the work, Contractor shall submit an invoice to the Department of Community Development a minimum of one week prior to the next scheduled Niles City Council meeting. Council meetings are normally held on the second and fourth Mondays of each month. Accompanying the invoice shall be a notarized statement that all materials, labor and other costs related to this work have been fully paid for.

S-3

ENVIRONMENTAL SITE REVIEW

City of Niles
333 North 2nd Street
Niles, MI 49120



Site:
1009 North 6th Street
Niles, MI 49120

Completed by:
Villa Environmental Consultants, Inc.
215 Colfax Ave
Benton Harbor MI 49022

Project # 24-095

Report Date: 29 May 2024



215 Colfax Avenue
Benton Harbor, MI 49022
Phone: (269) 927-2434
www.villaenv.com



Environmental Review



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name: 1009 N 6th St.

Responsible Entity: City of Niles

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Michigan

Preparer: Villa Environmental Consultants, Inc.

Certifying Officer Name and Title: Nick Shelton, Mayor – City of Niles

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): Villa Environmental Consultants, Inc.

Direct Comments to: Sanya Vitale, CDBG Coordinator

Email – CDBGCoordinator@nilesmi.org

Number – (574) 400-3600

Project Location: 1009 N. 6th St.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: *Provide a project description that captures the maximum anticipated scope of the proposal. It should include all contemplated actions which logically are, either geographically or functionally, a composite part of the project, regardless of the source of funding. Describe all physical aspects of the project, such as plans for multiple phases of development, size and number of buildings, and activities to be undertaken. Include details of the physical impacts of the project, including whether there will be ground disturbance. If applicable, indicate whether the project site will require acquisition or if the sponsor already has ownership.*

The house located at 1009 North 6th St., Niles, Michigan (subject property) is currently vacant and blighted. The proposed project is to utilize funds to demolish the house at the subject property to remove blight from the City of Niles and clear the land for potential redevelopment.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5

Funding Information

Grant Number	HUD Program	Funding Amount
	CDBG	\$30,000

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project is not within 15,000 feet of a military airport or 2,500 feet of a civilian airport. A map identifying the location is attached.</i>
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not within a Coastal Barrier Resource System as indicated on the supporting documentation.</i>
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not located within a FEMA designated Special Flood Hazard Area. Supporting documentation demonstrating this is attached.</i>
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air	Yes No <input type="checkbox"/> <input type="checkbox"/>	<i>The site is not in a designated attainment area. The project does not include new</i>

Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units.</i>
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not within a coastal zone management area as indicated in the map attached to this review.</i>
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>There is no evidence of contamination or toxic substances at the site based on interviewing site management, reviewing government databases, and reviewing assessor records for the property.</i>
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The U.S. Fish & Wildlife Service was consulted during this review. The following species were identified in Berrien County as endangered or threatened: Indiana Bat, Northern Long-Eared Bat, Tri-colored Bat, Rufa Red knot, Whooping Crane, Copperbelly Water Snake, Eastern Massasauga, Mitchell's Satyr Butterfly, Monarch Butterfly, and Pitcher's Thistle. No Critical Habitat was identified on this project, and we recommend no further review to the potential impact to endangered species.</i>
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project will not increase residential densities or conversion, so an evaluation of explosive and flammable hazards is not required.</i>
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project does not include any activities, including new construction, acquisition of undeveloped land or conversion that could convert agricultural land to a non-agricultural use.</i>
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not located within a FEMA designated Special Flood Hazard Area. Supporting documentation is attached.</i>
Historic Preservation	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This site is not on or adjoined to a property that is on the National Register of Historic Places, 50 years or older or a</i>

National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800		<i>new construction project. We do not recommend further evaluation since no historic properties were encountered during our evaluation; however, it is the decision of the Responsible Entity if a historic review by the State Historic Preservation Office is required for this project.</i>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This property is "Acceptable" under the Noise Assessment Guidelines and no further evaluation is required. Supporting documentation is attached.</i>
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project does not include any activities beyond acquisition, leasing, or rehabilitation of existing buildings and no further evaluation is required.</i>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project will not disturb any on site or off-site wetlands. No wetlands were identified at or near the project as indicated on the attached map.</i>
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project is not in proximity to a Wild and Scenic River, Sturdy River, or Nationwide Inventories River. No further evaluation is required.</i>
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>No other adverse environmental impacts were identified during this review. No additional evaluation is required.</i>
HOUSING REQUIREMENTS		
Lead-based Paint	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project site is a facility used as a commercial facility.</i>
Radon	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project is in zone 3 of EPA's Radon zone map. No testing is needed. Supporting documentation and zone map are attached.</i>
Asbestos	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>An asbestos inspection was completed for this building and after the asbestos material is removed, the building can be demolished according to all State and</i>

		<p><i>Federal regulations. The following was identified:</i></p> <ul style="list-style-type: none"> <i>Duct wrap on heating and cooling registers and ducts. .</i> <p><i>ACM identified for this project will be removed and disposed in a manner that follows all applicable state and federal regulations prior to the material(s) being disturbed. Materials sampled and the associated analytical report are included in the appendix material for reference.</i></p>
--	--	--

Field Inspection: Completed on 15 May 2024 by Keith Lewis

Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements **publish NOI/RROF and obtain “Authority to Use Grant Funds”** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Richard P. Villa Date: 29 May 2024

Name/Title/Organization: Richard P. Villa, President

Villa Environmental Consultants, Inc.

Responsible Entity Agency Official Signature: _____ Date:

City of Niles

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



APPENDIX A

Site Photographs



1009 N. 6th St., Niles



**Villa
Environmental
Consultants, Inc.**

PHOTOPLATE

Project:

City of Niles
1009 N. 6th St.
Niles, MI

Date: May 2024

Project No: #24-095

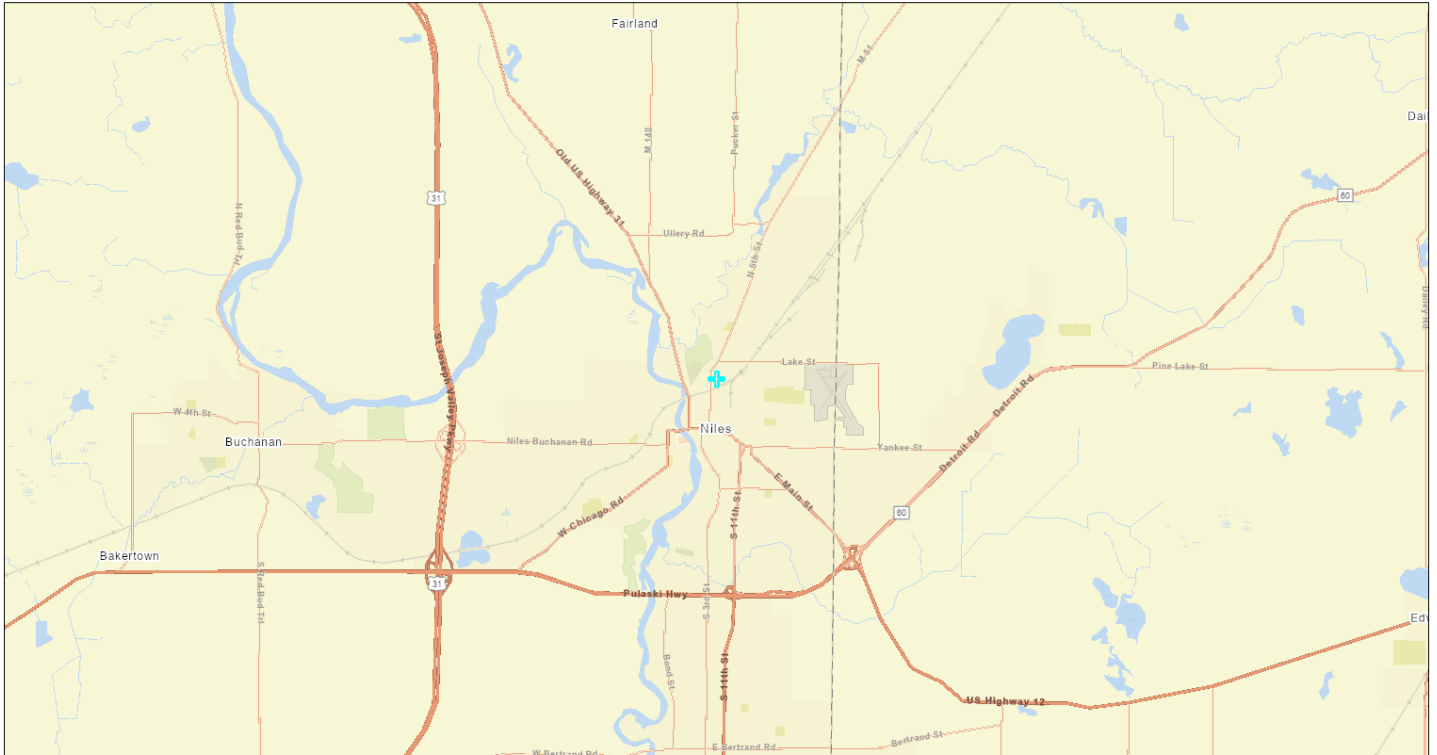


APPENDIX B

NEPAssist Report

NEPAssist Report

A3 Landscape



April 29, 2024

✚ Search Result (point)

1:91,725

0 0.75 1.5 3 mi
0 1.25 2.5 5 km

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Project Location	41.838489,-86.252352
Within 0.5 miles of an Ozone 1-hr (1979 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 miles of an Ozone 8-hr (1997 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 miles of an Ozone 8-hr (2008 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of an Ozone 8-hr (2015 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 miles of a Lead (2008 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a SO2 1-hr (2010 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a PM2.5 24hr (2006 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a PM2.5 Annual (1997 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a PM2.5 Annual (2012 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a PM10 (1987 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a CO Annual (1971 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a NO2 Annual (1971 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 miles of a Federal Land?	no
Within 0.5 miles of an impaired stream?	yes
Within 0.5 miles of an impaired waterbody?	no
Within 0.5 miles of a waterbody?	yes
Within 0.5 miles of a stream?	yes
Within 0.5 miles of an NWI wetland?	Available Online
Within 0.5 miles of a Brownfields site?	no
Within 0.5 miles of a Superfund site?	no
Within 0.5 miles of a Toxic Release Inventory (TRI) site?	yes

Within 0.5 miles of a water discharger (NPDES)?	yes
Within 0.5 miles of a hazardous waste (RCRA) facility?	yes
Within 0.5 miles of an air emission facility?	yes
Within 0.5 miles of a school?	no
Within 0.5 miles of an airport?	no
Within 0.5 miles of a hospital?	no
Within 0.5 miles of a designated sole source aquifer?	no
Within 0.5 miles of a historic property on the National Register of Historic Places?	yes
Within 0.5 miles of a Land Cession Boundary?	yes
Within 0.5 miles of a tribal area (lower 48 states)?	no
Within 0.5 miles of the service area of a mitigation or conservation bank?	no
Within 0.5 miles of the service area of an In-Lieu-Fee Program?	yes
Within 0.5 miles of a Public Property Boundary of the Formerly Used Defense Sites?	no
Within 0.5 miles of a Munitions Response Site?	no
Within 0.5 miles of an Essential Fish Habitat (EFH)?	no
Within 0.5 miles of a Habitat Area of Particular Concern (HAPC)?	no
Within 0.5 miles of an EFH Area Protected from Fishing (EFHA)?	no
Within 0.5 miles of a Bureau of Land Management Area of Critical Environmental Concern?	no
Within 0.5 miles of an ESA-designated Critical Habitat Area per U.S. Fish & Wildlife Service?	no
Within 0.5 miles of an ESA-designated Critical Habitat river, stream or water feature per U.S. Fish & Wildlife Service?	no

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APPENDIX C

NEPAssist Maps & Supporting Documents

The map displays the town of Niles, Michigan, with a focus on the Niles SDA Church. The church is indicated by a pink cross icon and is enclosed within a red circular boundary. Key geographical features include the River Bluff St, Plym Park Golf Course, and the Northside Child Development Center. Major roads shown are Old US Highway 31, N 5th St, Lake St, and Silverbrook Ave. Other labeled streets include Harrah Rd, Hance St, Brown St, Platt St, Lykins Ln, Niles Sda, Park Ln, Clay St, Pine St, Woodruff St, Lincoln Ave, Parkway St, Front St, N 3rd St, N 4th St, N 5th St, N 6th St, N 7th St, N 8th St, N 9th St, N 10th St, N 11th St, N 12th St, N 13th St, N 14th St, N 15th St, N 16th St, N 17th St, N 18th St, N 19th St, Merrifield Ave, Eagle St, Howard St, Ferry St, Broadway St, Oak St, Hickory St, Cherry St, Maple St, S 5th St, S 16th St, S 17th St, Lewis Dr, Spansail Dr, Rebecca Ln, Miller Dr, and Carberry Rd. The Niles SDA Church is situated on N 5th St, between Wayne St and Vine St.

- Project Buffer
- Search Result (point)

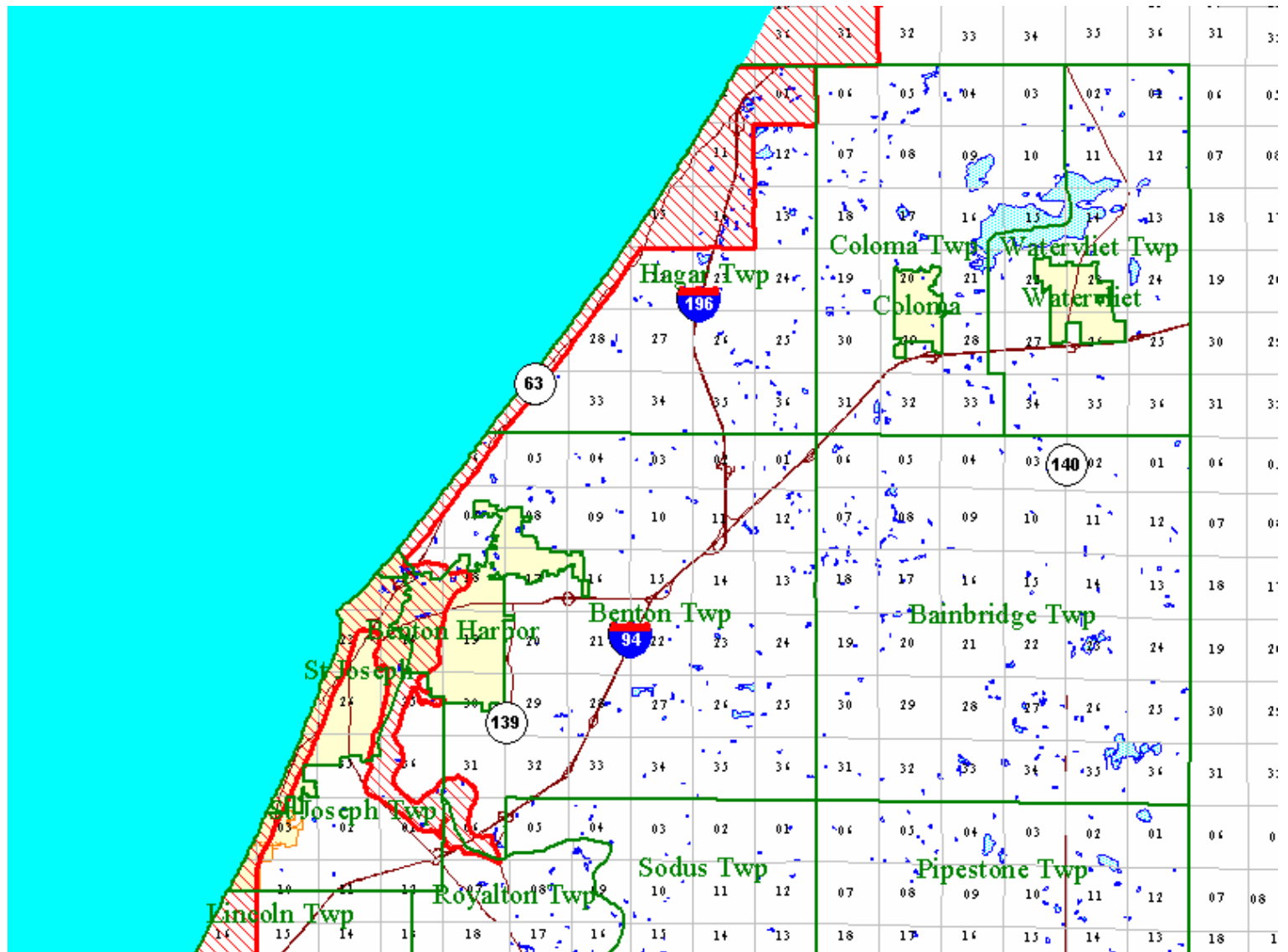
 Airport Polygons

A number line illustrating the conversion of miles to kilometers. The top scale is in miles, ranging from 0 to 0.9. The bottom scale is in kilometers, ranging from 0 to 1.4. Key points are marked: 0.23 miles corresponds to 0.35 kilometers, and 0.45 miles corresponds to 0.7 kilometers.

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, EPA OEI

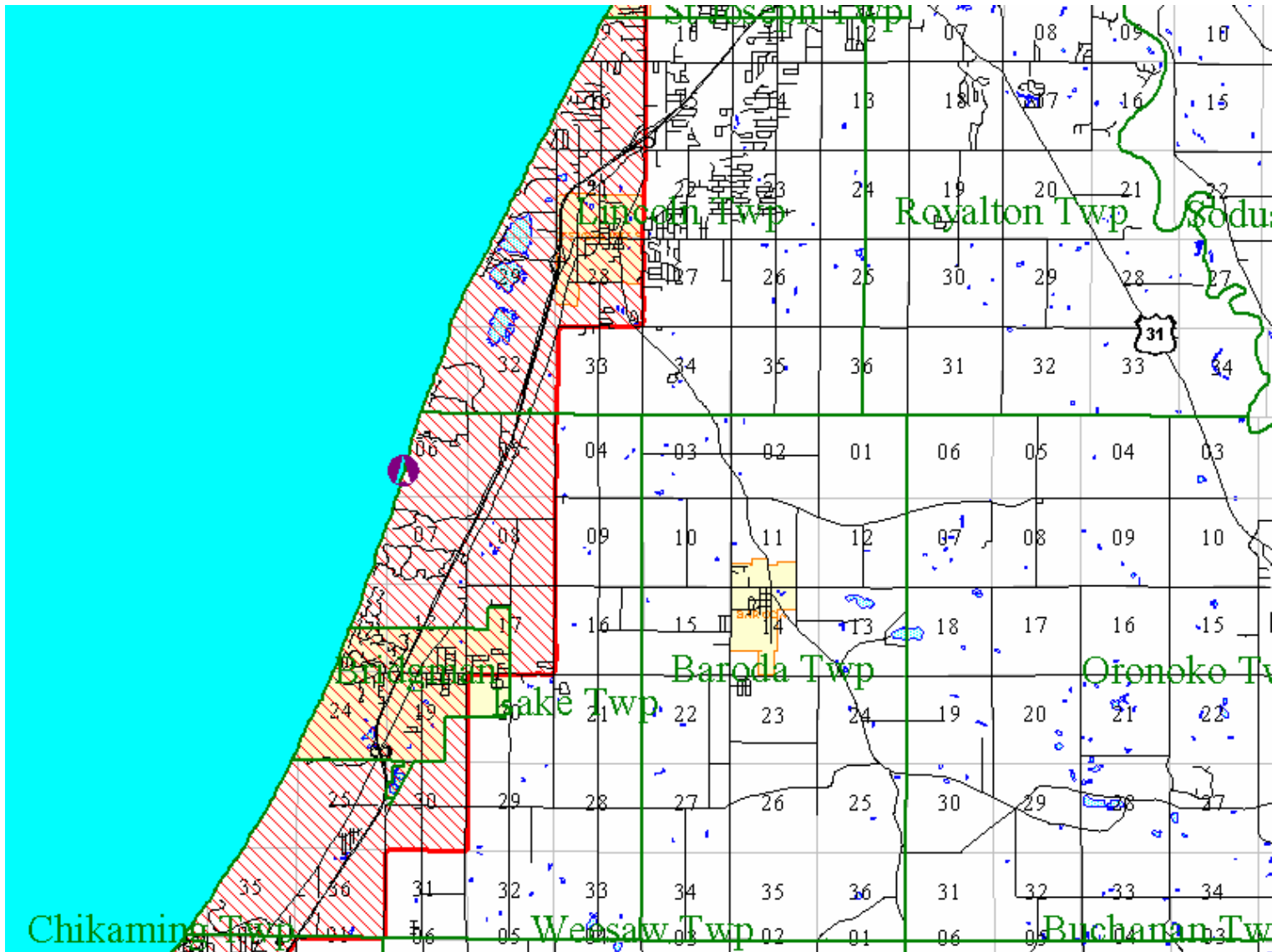
Berrien County
 Hagar Township, T3S R18W
 Benton Township, T4S R18W, T4S R19W and T5S R18W
 St. Joseph Township, T4S R19W, T5S R18W and T5S R19W
 Benton Harbor, T4S R19W and T4S R18W
 St. Joseph, T4S R19W

The heavy red line is the **Coastal Zone Management Boundary**
 The red hatched area is the **Coastal Zone Management Area**



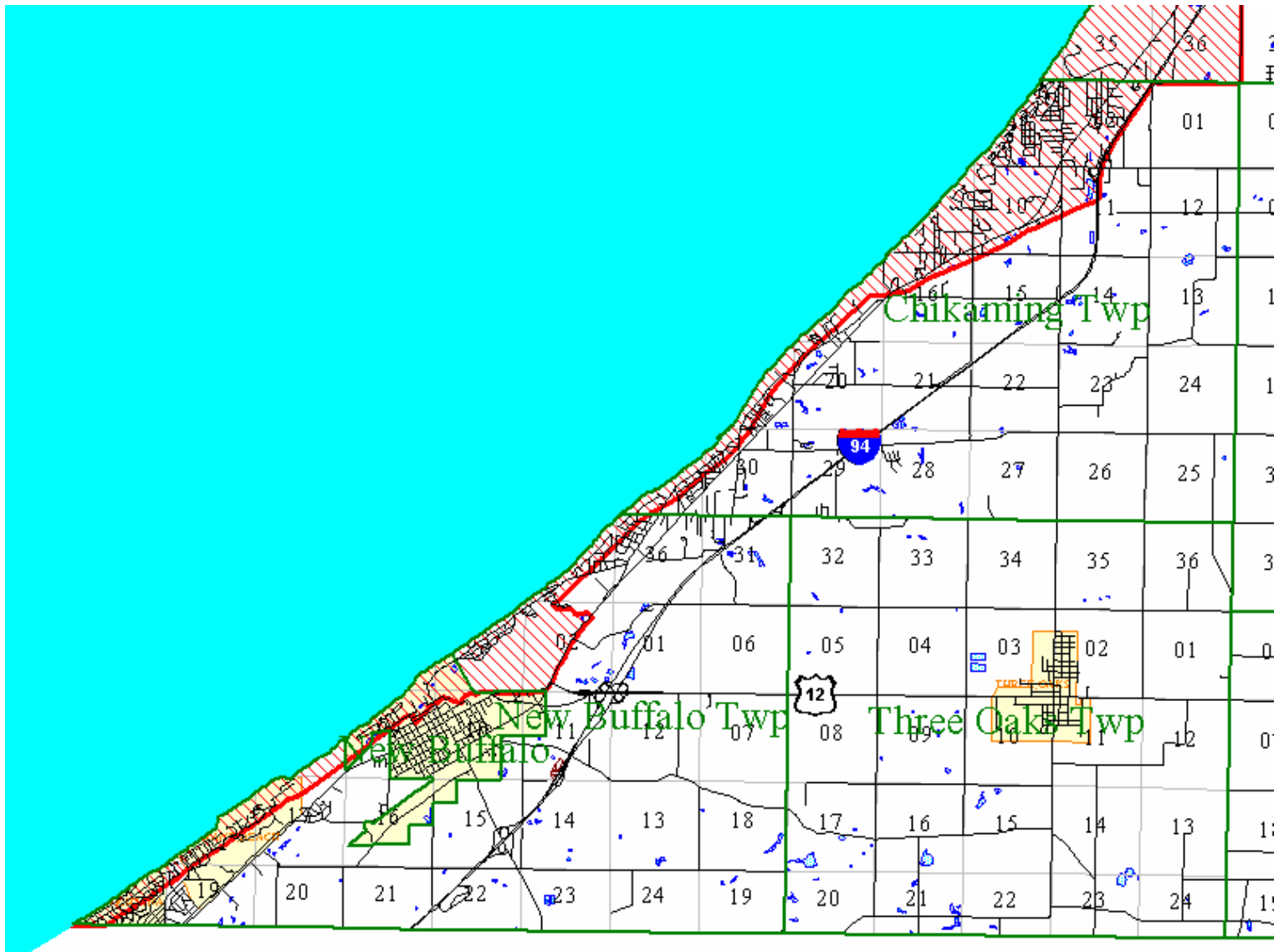
Berrien County
Lincoln Township, T5S R19W
Lake Township, T6S R19W and T6S R20W
Bridgman, T6S R19W and T6S R20W

The heavy red line is the **Coastal Zone Management Boundary**
The red hatched area is the **Coastal Zone Management Area**

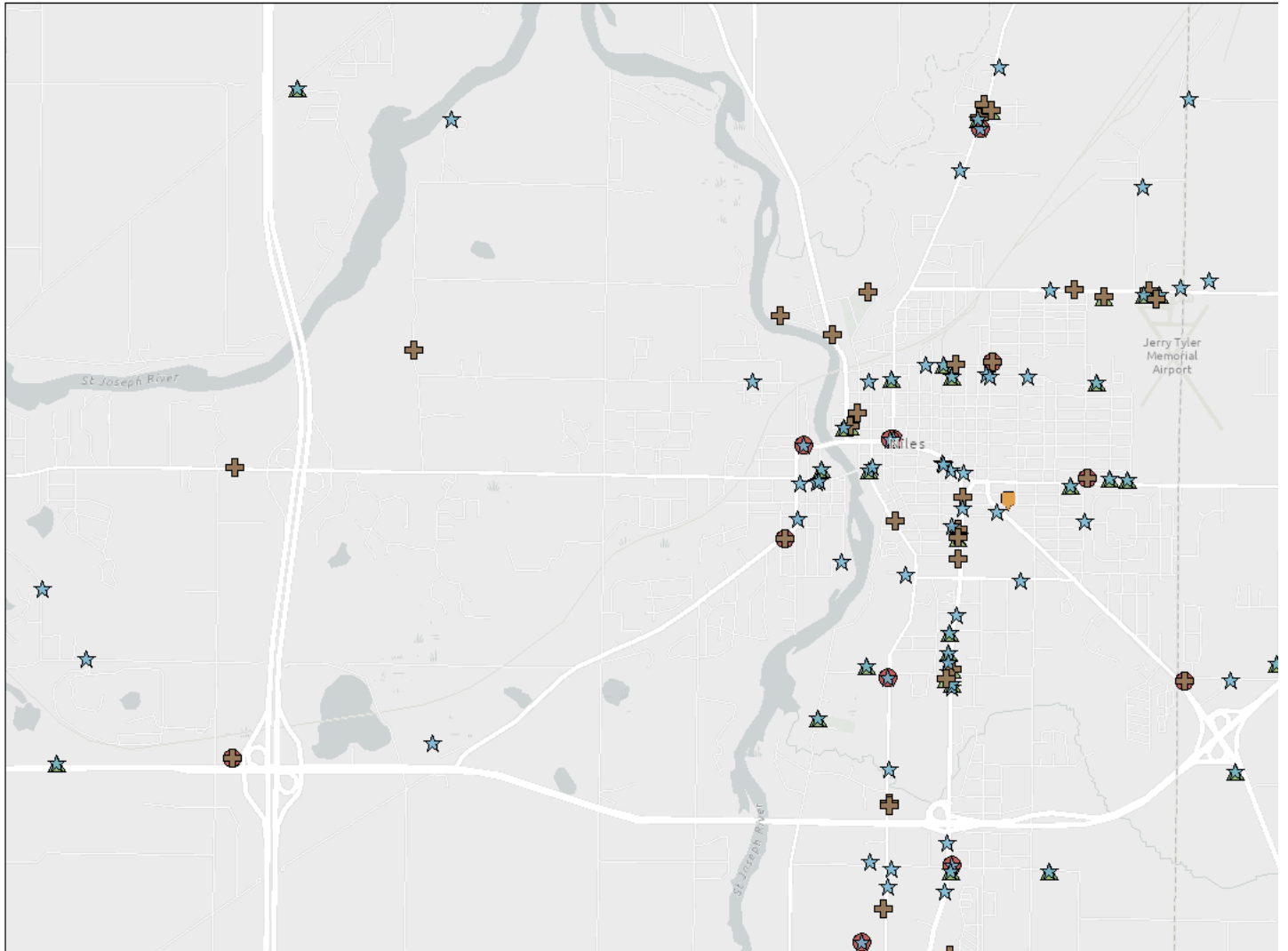


Berrien County
New Buffalo, T8S R21W
New Buffalo, Township, T7S R21W, T8S R21W and T8S R22W
Chickaming Township, T7S R20W, and T7S R21W

The heavy red line is the **Coastal Zone Management Boundary**
The red hatched area is the **Coastal Zone Management Area**

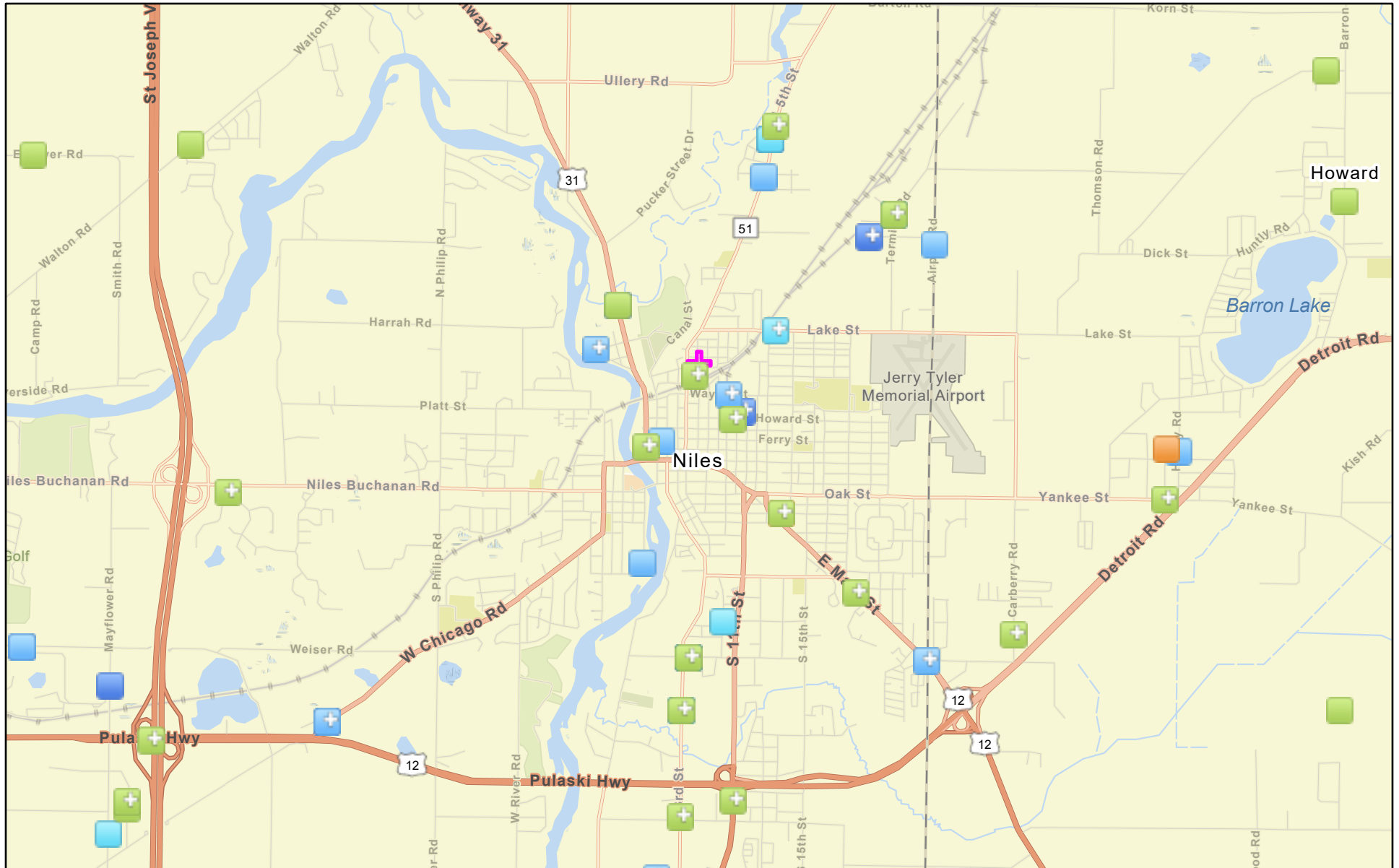


Environmental Mapper



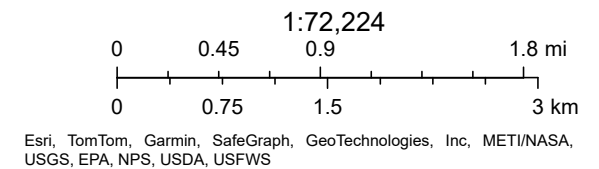
4/29/2024, 3:19:02 PM

EPA Facilities



April 29, 2024

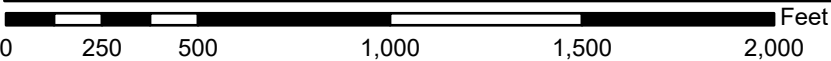
- | | | | | | | | |
|--|----------------------------|--|---------------------------|--|--------------------------|--|--------------------------|
| | Hazardous Waste (RCRAInfo) | | Superfund (NPL) | | Toxic Releases (TRI) | | Air Pollution (ICIS-AIR) |
| | Hazardous Waste (RCRAInfo) | | Water Dischargers (NPDES) | | Toxic Releases (TRI) | | Search Result (point) |
| | Brownfields (ACRES) | | Water Dischargers (NPDES) | | Air Pollution (ICIS-AIR) | | |



National Flood Hazard Layer FIRMMette



86°15'27"W 41°50'32"N



1:6,000

86°14'50"W 41°50'5"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



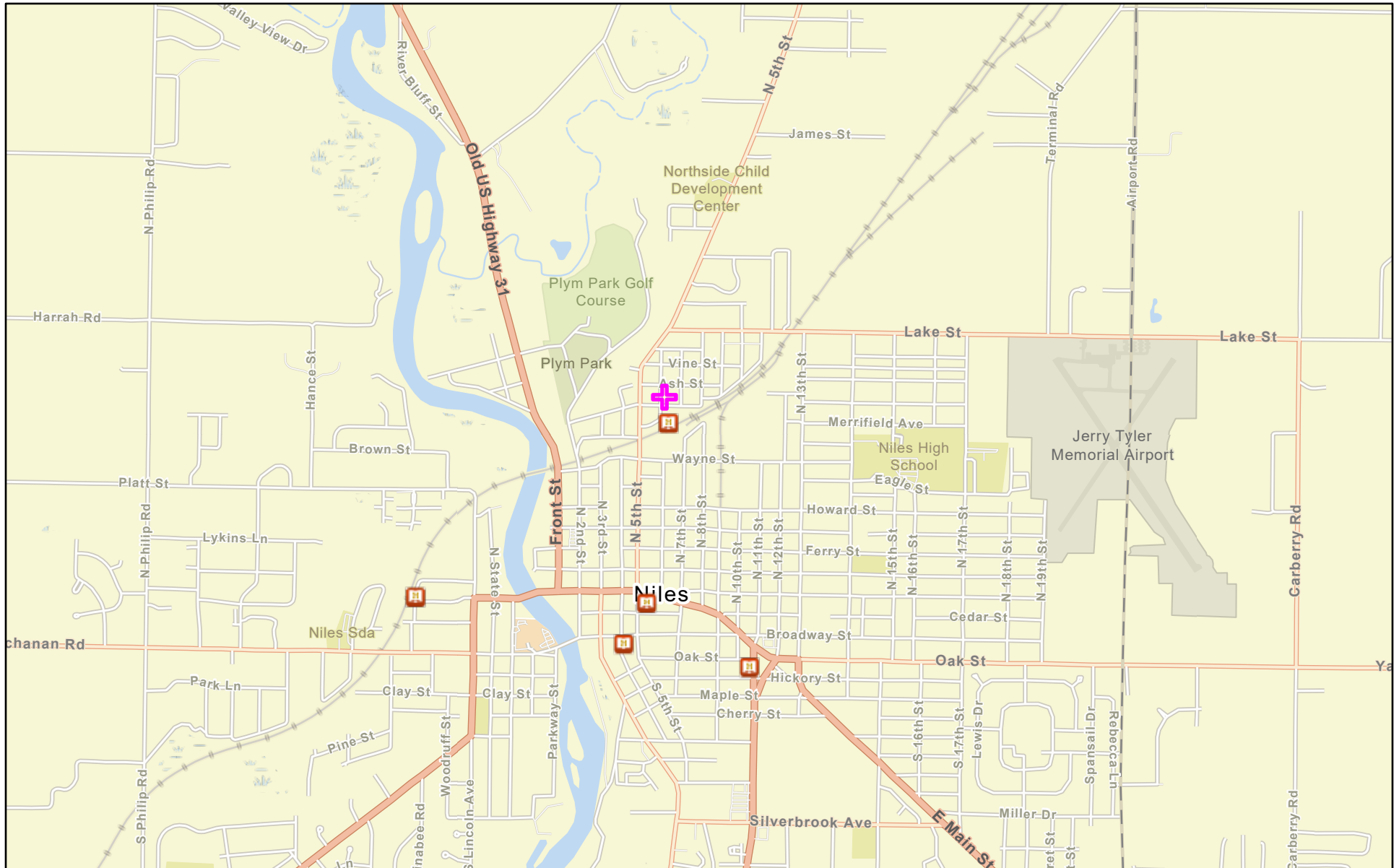
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/29/2024 at 4:13 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Historic places Map



April 29, 2024



Search Result (point)



National Register of Historic Places

1:36,112

0 0.23 0.45 0.9 mi

0 0.35 0.7 1.4 km

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, EPA OEI, OFA



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Michigan Ecological Services Field Office
2651 Coolidge Road Suite 101
East Lansing, MI 48823-6360
Phone: (517) 351-2555 Fax: (517) 351-1443



In Reply Refer To:
Project Code: 2024-0083537
Project Name: 1009 N. 6th St.

04/30/2024 12:36:16 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Official Species List

The attached species list identifies any Federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat if present within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement section 7 of the Endangered Species Act), the accuracy of this species list should be verified after 90 days. You may verify the list by visiting the IPaC website (<https://ipac.ecosphere.fws.gov/>) at regular intervals during project planning and implementation. To update an Official Species List in IPaC: from the My Projects page, find the project, expand the row, and click Project Home. In the What's Next box on the Project Home page, there is a Request Updated List button to update your species list. Be sure to select an "official" species list for all projects.

Consultation requirements and next steps

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize Federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-Federal representative) must consult with the Fish and Wildlife Service if they determine their project may affect listed species or critical habitat.

There are two approaches to evaluating the effects of a project on listed species.

Approach 1. Use the All-species Michigan determination key in IPaC. This tool can assist you in making determinations for listed species for some projects. In many cases, the determination key

will provide an automated concurrence that completes all or significant parts of the consultation process. Therefore, we strongly recommend screening your project with the **All-Species Michigan Determination Key (Dkey)**. For additional information on using IPaC and available Determination Keys, visit <https://www.fws.gov/media/mifo-ipac-instructions> (and click on the attachment). Please carefully review your Dkey output letter to determine whether additional steps are needed to complete the consultation process.

Approach 2. Evaluate the effects to listed species on your own without utilizing a determination key. Once you obtain your official species list, you are not required to continue in IPaC, although in most cases using a determination key should expedite your review. If the project is a Federal action, you should review our section 7 step-by-step instructions before making your determinations: <https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance>. If you evaluate the details of your project and conclude “no effect,” document your findings, and your listed species review is complete; you do not need our concurrence on “no effect” determinations. If you cannot conclude “no effect,” you should coordinate/consult with the Michigan Ecological Services Field Office. The preferred method for submitting your project description and effects determination (if concurrence is needed) is electronically to EastLansing@fws.gov. Please include a copy of this official species list with your request.

For all **wind energy projects** and **projects that include installing communications towers >450 feet that use guy wires**, please contact this field office directly for assistance, even if no Federally listed plants, animals or critical habitat are present within your proposed project area or may be affected by your proposed project.

Migratory Birds

Please see the “Migratory Birds” section below for important information regarding incorporating migratory birds into your project planning. Our Migratory Bird Program has developed recommendations, best practices, and other tools to help project proponents voluntarily reduce impacts to birds and their habitats. The Bald and Golden Eagle Protection Act prohibits the take and disturbance of eagles without a permit. If your project is near an eagle nest or winter roost area, see our Eagle Permits website at <https://www.fws.gov/program/eagle-management/eagle-permits> to help you avoid impacting eagles or determine if a permit may be necessary.

Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your consideration of threatened and endangered species during your project

planning. Please include a copy of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Michigan Ecological Services Field Office

2651 Coolidge Road Suite 101

East Lansing, MI 48823-6360

(517) 351-2555

Project Code: 2024-0083537
Project Name: 1009 N. 6th St.
Project Type: Residential Construction
Project Description: demolish of onsite structure.
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@41.83887405,-86.25002524876028,14z>



Counties: Berrien County, Michigan

ENDANGERED SPECIES ACT SPECIES

There is a total of 10 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 4 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
<p>Indiana Bat <i>Myotis sodalis</i></p> <p>There is final critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/5949</p> <p>General project design guidelines: https://ipac.ecosphere.fws.gov/project/7424FW2BDNBSJLEKRDTFKI2ADI/documents/generated/6982.pdf</p>	Endangered
<p>Northern Long-eared Bat <i>Myotis septentrionalis</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> This species only needs to be considered if the project includes wind turbine operations. <p>Species profile: https://ecos.fws.gov/ecp/species/9045</p>	Endangered
<p>Tricolored Bat <i>Perimyotis subflavus</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> This species only needs to be considered if the project includes wind turbine operations. <p>Species profile: https://ecos.fws.gov/ecp/species/10515</p>	Proposed Endangered

BIRDS

NAME	STATUS
<p>Rufa Red Knot <i>Calidris canutus rufa</i></p> <p>There is proposed critical habitat for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> Only actions that occur along coastal areas during the Red Knot migratory window of MAY 1 - SEPTEMBER 30. <p>Species profile: https://ecos.fws.gov/ecp/species/1864</p>	Threatened
<p>Whooping Crane <i>Grus americana</i></p> <p>Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY)</p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/758</p>	Experimental Population, Non-Essential

REPTILES

NAME	STATUS
<p>Copperbelly Water Snake <i>Nerodia erythrogaster neglecta</i></p> <p>Population: Indiana north of 40 degrees north latitude, Michigan, Ohio</p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/7253</p>	Threatened
<p>Eastern Massasauga (=rattlesnake) <i>Sistrurus catenatus</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> For all Projects: Project is within EMR Range 	Threatened

NAME	STATUS
Species profile: https://ecos.fws.gov/ecp/species/2202 General project design guidelines: https://ipac.ecosphere.fws.gov/project/7424FW2BDNBSJLEKRDTFKI2ADI/documents/generated/5280.pdf	

INSECTS

NAME	STATUS
Mitchell's Satyr Butterfly <i>Neonympha mitchellii mitchellii</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8062	Endangered
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Pitcher's Thistle <i>Cirsium pitcheri</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8153	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Bald and Golden Eagle Protection Act](#) of 1940.
2. The [Migratory Birds Treaty Act](#) of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

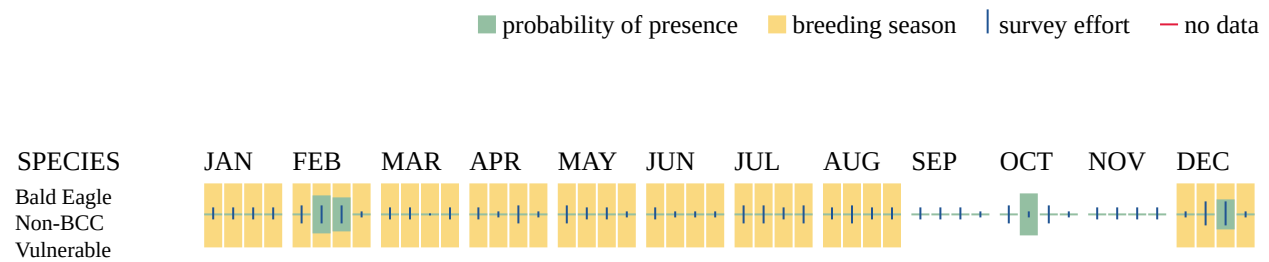
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Cerulean Warbler <i>Setophaga cerulea</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 22 to Jul 20
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Grasshopper Sparrow <i>Ammodramus savannarum perpallidus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

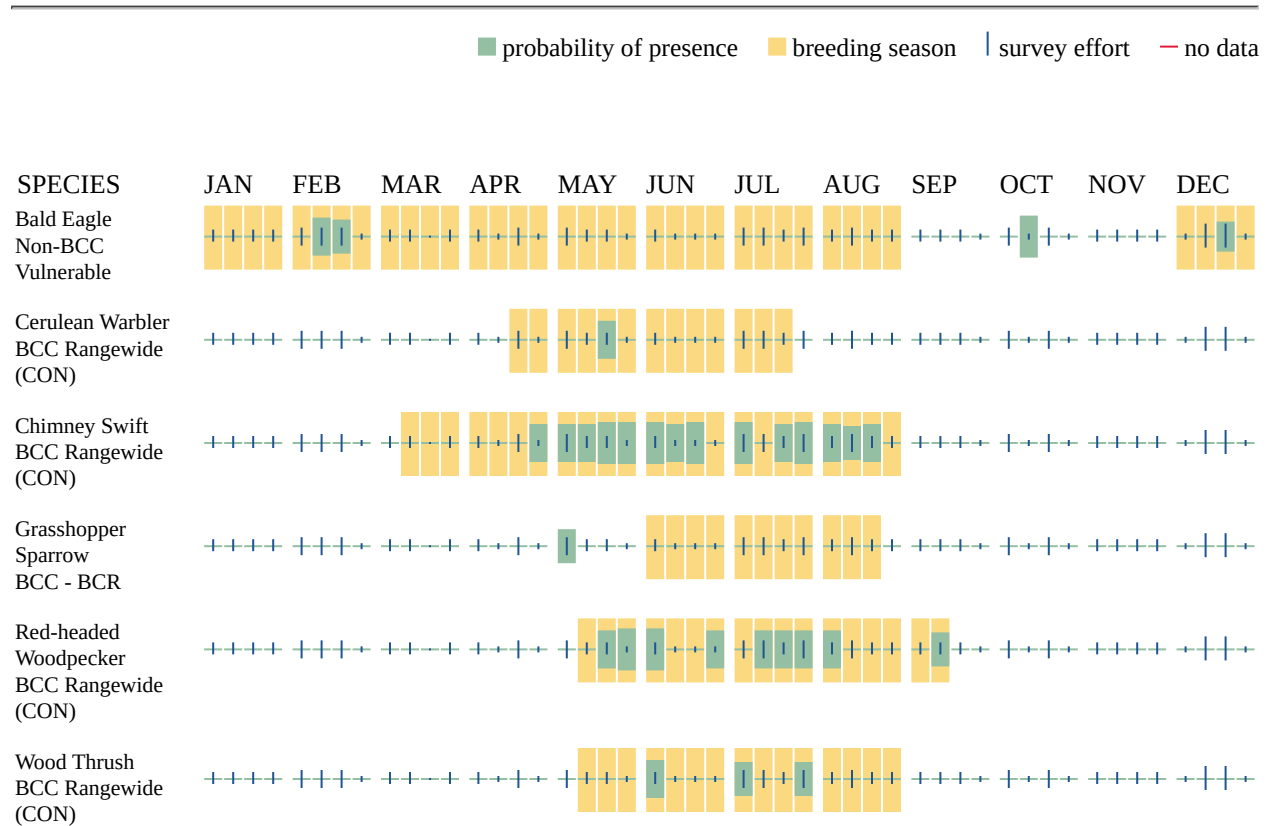
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1/EM1A

IPAC USER CONTACT INFORMATION

Agency: Niles city (Berrien County, MI; Cass County, MI)

Name: Robert Taylor

Address: 215 Colfax Ave

City: Benton Harbor

State: MI

Zip: 49022

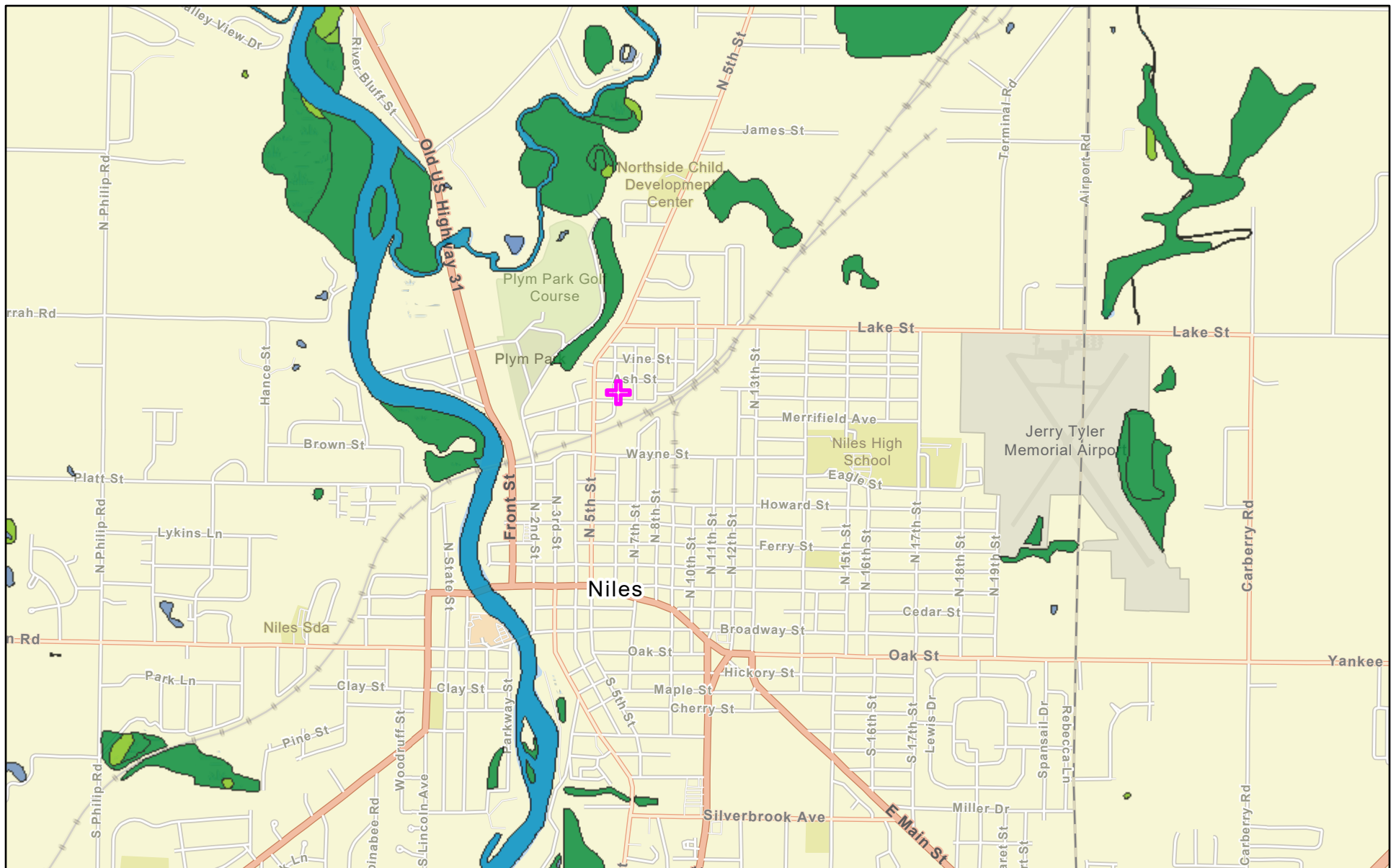
Email: rtaylor@villaenv.com

Phone: 2699264246

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Niles city (Berrien County, MI; Cass County, MI)

Wetlands Map



April 29, 2024

Wetlands

 Estuarine and Marine Deepwater

 Estuarine and Marine Wetland

 Freshwater Emergent Wetland


 Freshwater Forested/Shrub Wetland

 Freshwater Pond

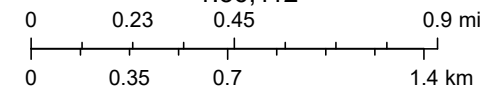
 Lake

 Other

 Riverine

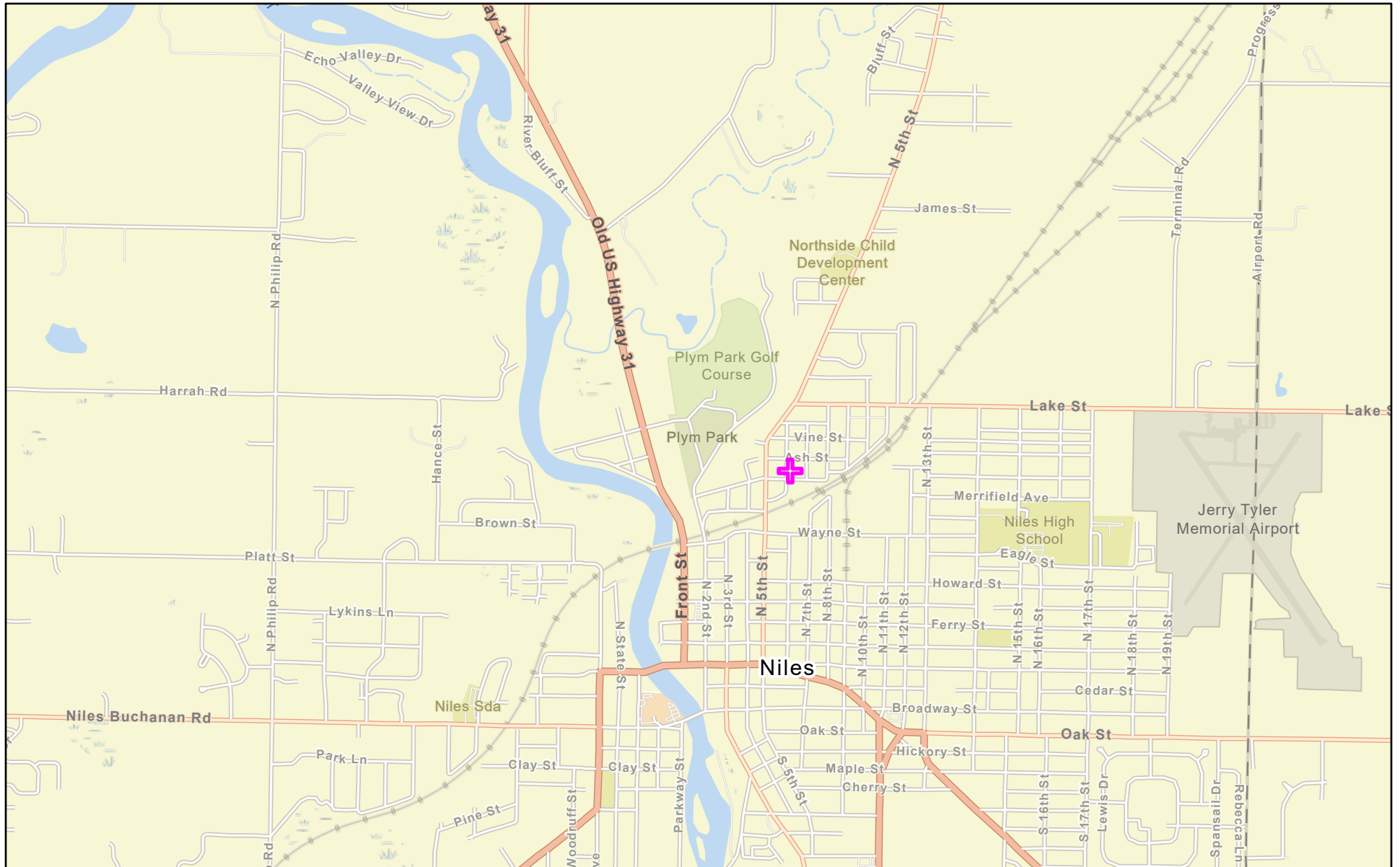
 Search Result (point)

1:36,112



U.S. Fish and Wildlife Service, National Standards and Support Team,
wetlands_team@fws.gov, Esri, TomTom, Garmin, SafeGraph,

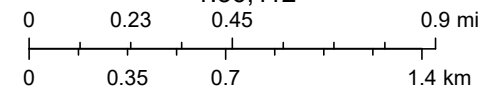
Wild and Scenic Map



April 29, 2024

 Search Result (point)

1:36,112



Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



APPENDIX D

Asbestos Report



May 29, 2024

Sanya Vitale, CDBG Coordinator
City of Niles
333 N. 2nd St.
Niles, MI 49120

RE: Demolition NESHAP-Asbestos-Containing Materials Survey- 1009 N. 6th St, Niles
Villa Environmental Consultants, Inc. Project No. 24-095

Dear Ms. Vitale:

Villa Environmental Consultants, Inc. (VEC) completed a National Emissions Standards for Hazardous Air Pollutants (NESHAP) asbestos inspection, prior to planned demolition of the referenced building. This service was conducted in accordance with the scope of services agreed between VEC and the city of Niles.

VEC performed this survey in accordance with the United States Environmental Protection Agency (US EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61, Subpart M guidelines. The locations within the building were inspected physically by Homogeneous Areas (HA)¹ to determine the presence of ACM. The inspection of the building included access to the requested survey areas and a listing of the determined Functional Spaces (FS)². The visual inspection was conducted by Keith Lewis (Accreditation No. A49959), a State of Michigan Asbestos Building Inspector.

Locating and identifying materials containing asbestos in buildings and structures is a difficult and time-consuming task. All buildings have hidden spaces that may not be immediately obvious to a surveyor who is not intimately familiar with the building and who has only a limited time to inspect the facility. It is possible that there are materials containing asbestos that were not found because they were not visible or accessible (under concrete or in an obscure/hidden area) to the inspector.

All quantities reported are estimates. Any contractor using the information found in this report must quantify their own measurements. VEC is not responsible for any misrepresentation of quantities or any discrepancies with potential asbestos abatement budgeting.

The following are some general comments on the property:

1. No limitations were encountered during this inspection.
2. The only ACM discovered during this inspection was duct wrap (HA3). This wrap was found in the basement and crawl space. The wrap was also found on the register boots. VEC exposed one of the supply lines and no wrap was found on this ductwork. There is a possibility that other ductwork may have this ACM wrap. VEC recommends that during abatement, exposing all registers, returns and ducts to ensure that all ACM duct wrap is removed during abatement. The

¹ Homogeneous Area is defined as material(s) that is uniform in texture and color and appears identical in every other aspect.

² Functional space is defined as a room, group of rooms, or homogenous area designated by a person accredited to prepare management plans, design abatement plans, inspections, or conduct response actions.

asbestos contractors should also bid a unit price for removal of asbestos ductwork found during the abatement process.

3. No ACM materials were found associated with the shed.

The asbestos materials identified on the attached tables are to be removed prior to demolition. Please feel free to contact Keith Lewis or me at (269) 927-2434 or via email to review or discuss any aspect of this report.

Yours truly,



Richard Villa, President

Attached

Tables

Table 1:	Description of Functional Spaces
Table 2:	Summary of Homogeneous Areas
Table 3:	Summary of ACM and Material Characteristics

Figures

Figure 1:	Site Sketch/Functional Space Diagram
Figure 2:	Photo plate

Appendices

Appendix A:	Asbestos Laboratory Analytical Report
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Table 1
Description of Functional Spaces
1009 N. 6th St., Niles
VEC Project No. 24-095

Functional Space No.	Functional Space Description	Floor
1	porch	1
2	family room	1
3	living room	1
4	bedroom 1	1
5	dining room	1
6	kitchen	1
7	bathroom	1
8	hall and stairs	1-2
9	bedroom 2	2
10	bedroom 3	2
11	basement	-1
12	exterior	1-2
13	shed	1

Table 2
Summary of Homogenous Areas
1009 N. 6th St., Niles
VEC Project No. 24-095

HA No.	Homogenous Area Description	Functional Space Locations (FS#)	Asbestos Content	Estimated Quantity
1	plaster	throughout	ND	4,000 SF
2	2'x4' ceiling tiles	FS3	ND	160 SF
3	duct wrap	FS2, FS3, FS4, FS5, FS6, FS9, FS10, FS11	65% CH	7 register boots, 17 lf of wrapped duct in basement
4	drywall and mud	FS6	ND	900 SF
5	linoleum	FS6	ND	130 SF
6	12"x12" vinyl floor tile	FS7	ND	60 SF
7	CMU	FS11	ND	350 SF
8	brick and mortar	FS11	ND	500 SF
9	concrete	FS11	ND	600 SF
10	glazing on exterior windows	FS12	ND	3 SF
11	shingle and felt-exterior porch	FS12	ND	1,320 SF
12	shingle and felt-main house	FS13	ND	80 SF
13	window caulk	FS12	ND	3 SF
14	glazing porch	FS12	ND	1 SF
15	cementitious tub	FS12	ND	3 SF

Table 2 Notes and Acronyms:

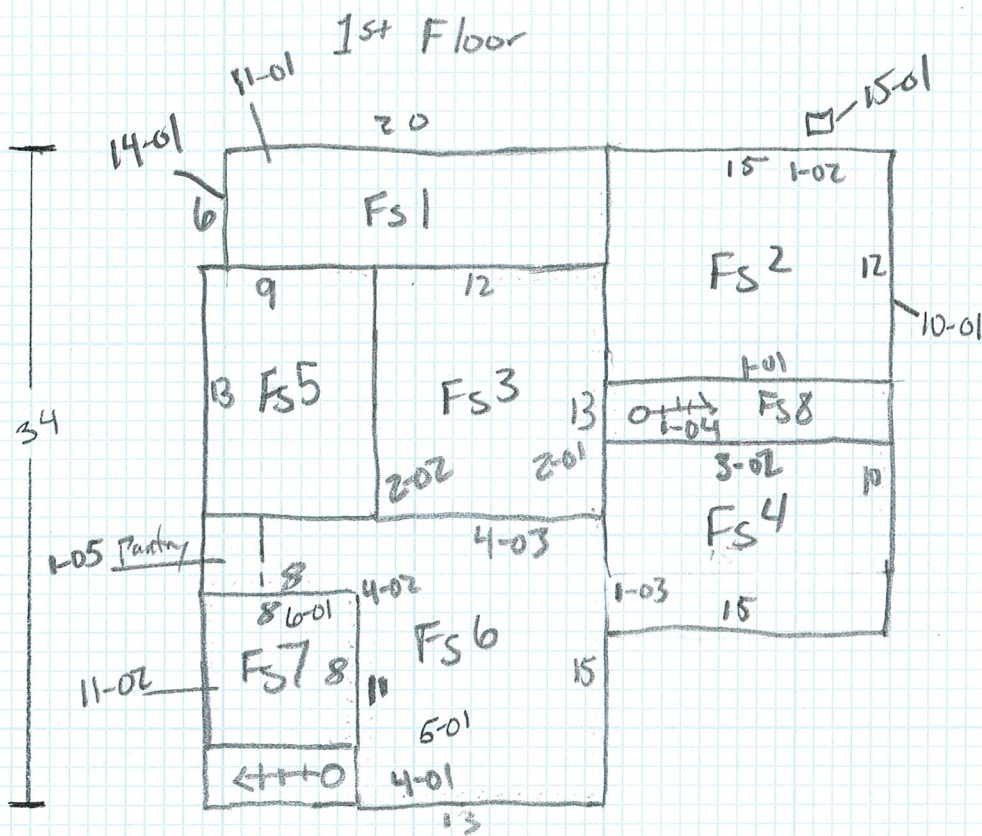
1. Asbestos is a group of fibrous minerals that include: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite
2. Homogeneous Areas listed in bold text were identified to contain asbestos by laboratory analysis or were assumed to contain asbestos based on the scope of work requirements.
3. Functional Space (FS) is defined as a one or more spatially distinct units within a building or structure
4. Homogeneous Area (HA) is defined as an area of surfacing materials, thermal surface insulation, or miscellaneous material that is uniform in color and texture.
5. SF = Square Feet; LF = Linear Feet; CF = Cubic Feet; EA = Each

Table 3
Summary of ACM and Material Characteristics
1009 N. 6th St., Niles
VEC Project No. 24-095

HA No.	Homogenous Area Description	Condition	Friable (Yes/No)	EPA Category	Estimated Quantity
3	duct wrap	good	No	II	31 SF (7 register boots, 17 LF of wrapped duct in basement)

Table 3 Notes and Acronyms:

1. Homogeneous Area (HA) is defined as an area of surfacing materials, thermal surface insulation, or miscellaneous material that is uniform in color and texture.
2. EPA Category I non-friable ACM consist of asbestos containing packings, gaskets, resilient floor coverings, and asphalt roofing materials. These materials can be left in-place during demolition if materials remain intact and non-friable. If concrete is planned to be recycled as part of demolition activities, all Category I non-friable flooring materials must be removed.
3. SF = Square Feet; LF = Linear Feet; CF = Cubic Feet; EA = Each

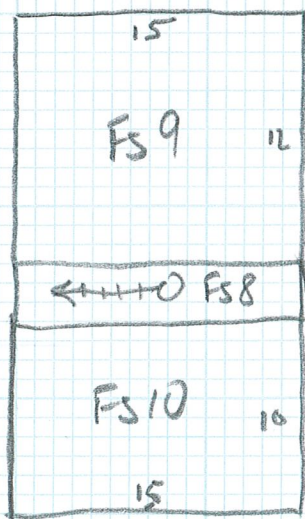


N →

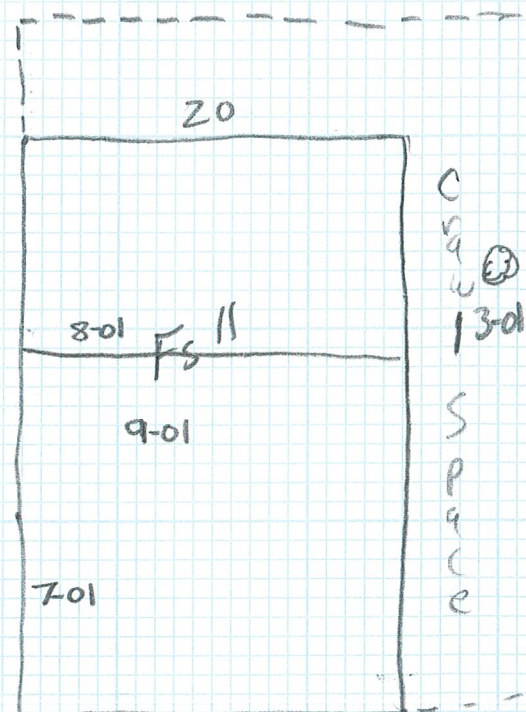
1009 N. 6th St.
Niles, MI 49120

NESHAP
VEC # 24-095

2nd floor



Basement





1009 N. 6th St., Niles



HA #3 typical register with duct wrap



HA #3 duct wrap in basement



HA #3 duct wrap in basement



Villa
Environmental
Consultants, Inc.

PHOTOPLATE

Project:

City of Niles - NESHAP
1009 N. 6th St.
Niles, MI

Date: May 2024

Project No: #24-095



HA #3 duct wrap crawl space



**Villa
Environmental
Consultants, Inc.**

PHOTOPLATE

Project:

City of Niles - NESHAP
1009 N. 6th St.
Niles, MI

Date: May 2024

Project No: #24-095



3130 Old Farm Lane, Suite 1
Commerce Twp., MI 48390

877-665-3373

Asbestos Laboratory Report

Prepared Exclusively For:

Villa Environmental Consultants, Inc.
Keith Lewis
215 Colfax Ave.
Benton Harbor, MI 49022
269-927-2434
klewis@villaenv.com





Report Prepared For: Villa Environmental Consultants, Inc.
Project Name: Niles, City of - 1009 N 6th St
Project Number: 24-095
Report Date: 05/21/24
Lab Number: A32239

IMS Laboratory, LLC

IMS Laboratory, LLC operates a state-of-the-art environmental laboratory, specializing in full service microbial, asbestos and radon analyses. We maintain the highest levels of quality and personalized service in the industry. Our analytical staff includes only Certified Indoor Air Quality Professionals, Ph.D. Microbiologists, Mycologists, Microbiologists, and Biochemists. Our team's extensive experience in indoor air quality sampling techniques, microbial identification, and analytical interpretation allows us to offer our clients expert personalized service and has made IMS Laboratory an industry leader.

IMS Laboratory is accredited through the American Industrial Hygiene Association (AIHA) for both viable and nonviable fungal identification and through the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos. To maintain quality control and quality assurance, we use standardized procedures approved under strict AIHA and NVLAP guidelines. Client data information is compiled and stored in a specially designed computer management system for secure, redundant data and the ability to comply with AIHA and NVLAP quality system requirements. A portion of this quality system includes inter-analyst comparisons and statistical quality control using blind duplicate analyses and process blanks. Laboratory data is provided in compliance with AIHA and NVLAP policy modules and ISO 17025:2017 guidelines.

This data is intended for use by professionals having the necessary knowledge of the testing methods to interpret them accurately.



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Asbestos Report Summary

Test Method: Polarized Light Microscopy (PLM)

38 Samples Analyzed

2 Samples Containing >1% Asbestos

Greater than 1% Asbestos

Client ID	Lab Number	Description	Asbestos
3-01	A32239 - 10	Duct Wrap / FS11 Crawlspace	Chrysotile 60%
3-02	A32239 - 11	Duct Wrap / FS4 Register	Chrysotile 65%



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Certificate of Laboratory Analysis

Test Method: Polarized Light Microscopy (PLM)

EPA 600/R-93/116 and/or EPA - Appendix E to Subpart E of 40 CFR Part 763;
Interim Method for the Determination of Asbestos in Bulk Insulation Samples

Project: Niles, City of - 1009 N 6th St

Project Number: 24-095

Prepared For

Villa Environmental Consultants, Inc.
Keith Lewis
215 Colfax Ave.
Benton Harbor, MI 49022
269-927-2434
klewis@villaenv.com

IMS Lab No. A32239
Date Collected: 05/15/24
Date Received: 05/16/24
Date Reported: 05/21/24

Client ID Lab No.	Client Description	Sample Color(s)	Laboratory Attributes	Fibrous Components	Non-Fibrous Components	Asbestos Type / Percent
1-01 A32239 - 1A	Plaster / FS2	Gray	Heterogeneous Non-Friable Fibrous	2% Other	30% Quartz 68% Matrix	No Asbestos Detected
1-01 A32239 - 1B	Skim Coat*	White	Homogeneous Non-Friable Non-Fibrous		2% Quartz 98% Matrix	No Asbestos Detected
1-02 A32239 - 2A	Plaster / FS2	Gray White	Heterogeneous Non-Friable Fibrous	3% Other	30% Quartz 67% Matrix	No Asbestos Detected
1-02 A32239 - 2B	Skim Coat*	White	Homogeneous Non-Friable Non-Fibrous		2% Quartz 98% Matrix	No Asbestos Detected
1-03 A32239 - 3A	Plaster / FS4	Gray	Heterogeneous Non-Friable Fibrous	2% Cellulose 2% Other	30% Quartz 66% Matrix	No Asbestos Detected
1-03 A32239 - 3B	Skim Coat*	White	Homogeneous Non-Friable Non-Fibrous		5% Quartz 95% Matrix	No Asbestos Detected
1-04 A32239 - 4A	Plaster / FS8	Gray	Heterogeneous Non-Friable Fibrous	2% Cellulose 2% Other	35% Quartz 61% Matrix	No Asbestos Detected
1-04 A32239 - 4B	Skim Coat*	White	Homogeneous Non-Friable Non-Fibrous		5% Quartz 95% Matrix	No Asbestos Detected
1-05 A32239 - 5A	Plaster / FS6	Gray	Heterogeneous Non-Friable Fibrous	<1.0% Chrysotile 2% Cellulose	15% Quartz 83% Matrix	Chrysotile <1.0%

*Material description provided by laboratory.



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Client ID Lab No.	Client Description	Sample Color(s)	Laboratory Attributes	Fibrous Components	Non-Fibrous Components	Asbestos Type / Percent
1-05 A32239 - 5B	Skim Coat*	White	Homogeneous Non-Friable Non-Fibrous		2% Quartz 98% Matrix	No Asbestos Detected
1-06 A32239 - 6	Plaster / FS3 on Lath	Gray	Heterogeneous Non-Friable Fibrous	5% Cellulose	95% Matrix	No Asbestos Detected
1-07 A32239 - 7	Plaster / FS9 on Lath	Gray	Heterogeneous Non-Friable Fibrous	5% Cellulose	95% Matrix	No Asbestos Detected
2-01 A32239 - 8	2x4 Ceiling Tile / FS3	White Gray	Heterogeneous Friable Fibrous	40% Cellulose 10% Fiberglass	50% Matrix	No Asbestos Detected
2-02 A32239 - 9	2x4 Ceiling Tile / FS3 Pile	White Gray	Heterogeneous Friable Fibrous	40% Cellulose 10% Fiberglass	50% Matrix	No Asbestos Detected
3-01 A32239 - 10	Duct Wrap / FS11 Crawlspace	Gray Tan	Heterogeneous Friable Fibrous	60% Chrysotile 10% Cellulose	30% Matrix	Chrysotile 60%
3-02 A32239 - 11	Duct Wrap / FS4 Register	Gray	Heterogeneous Friable Fibrous	65% Chrysotile 10% Cellulose	25% Matrix	Chrysotile 65%
4-01 A32239 - 12A	Drywall / FS6	White Brown	Heterogeneous Non-Friable Fibrous	12% Cellulose	88% Matrix	No Asbestos Detected
4-01 A32239 - 12B	Mud	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
4-02 A32239 - 13A	Drywall / FS6	White Brown	Heterogeneous Non-Friable Fibrous	12% Cellulose	88% Matrix	No Asbestos Detected
4-02 A32239 - 13B	Mud	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
4-03 A32239 - 14A	Drywall / FS6	White Brown	Heterogeneous Non-Friable Fibrous	12% Cellulose	88% Matrix	No Asbestos Detected
4-03 A32239 - 14B	Mud	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
5-01 A32239 - 15	Linoleum / FS6	Gray	Heterogeneous Friable Fibrous	20% Cellulose	80% Matrix	No Asbestos Detected
Note on 15: No Mastic Observed						
6-01 A32239 - 16A	12x12 Vinyl Floor / FS7	Gray	Heterogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
6-01 A32239 - 16B	Mastic*	Brown	Homogeneous Non-Friable Non-Fibrous	15% Cellulose	85% Matrix	No Asbestos Detected

*Material description provided by laboratory.



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Client ID Lab No.	Client Description	Sample Color(s)	Laboratory Attributes	Fibrous Components	Non-Fibrous Components	Asbestos Type / Percent
7-01 A32239 - 17	CMU / FS11	Gray Blue	Heterogeneous Non-Friable Non-Fibrous		30% Quartz 70% Matrix	No Asbestos Detected
8-01 A32239 - 18A	Brick / FS11	Orange	Heterogeneous Non-Friable Non-Fibrous		5% Quartz 95% Matrix	No Asbestos Detected
8-01 A32239 - 18B	Mortar	Gray	Heterogeneous Non-Friable Non-Fibrous		35% Quartz 65% Matrix	No Asbestos Detected
9-01 A32239 - 19	Concrete / FS11	Gray	Heterogeneous Non-Friable Non-Fibrous		10% Quartz 90% Matrix	No Asbestos Detected
10-01 A32239 - 20	Glazing / Exterior Windows	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
11-01 A32239 - 21	Shingle & Felt / Exterior Porch	Black	Heterogeneous Non-Friable Fibrous	25% Cellulose 5% Fiberglass	70% Matrix	No Asbestos Detected

Note on 21: Layers Homogenized

11-02 A32239 - 22A	Shingle / Exterior Main House	Black	Heterogeneous Non-Friable Fibrous	15% Cellulose	85% Matrix	No Asbestos Detected
11-02 A32239 - 22B	Felt	Black	Heterogeneous Non-Friable Fibrous	40% Cellulose	60% Matrix	No Asbestos Detected
12-01 A32239 - 23A	Shingle / Shed	Black	Heterogeneous Non-Friable Fibrous	8% Fiberglass	92% Matrix	No Asbestos Detected
12-01 A32239 - 23B	Felt	Black	Heterogeneous Non-Friable Fibrous	30% Cellulose	70% Matrix	No Asbestos Detected
13-01 A32239 - 24	Window Caulk / Exterior	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
14-01 A32239 - 25	Glazing / Porch Window	White	Homogeneous Non-Friable Non-Fibrous		100% Matrix	No Asbestos Detected
15-01 A32239 - 26	Cementitious Tub / Exterior Debris	Gray Beige	Heterogeneous Non-Friable Fibrous	15% Fiberglass	85% Matrix	No Asbestos Detected



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05/21/24

Sean Bocek, Asbestos Laboratory Manager



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Glossary

- Actinolite** - This form of asbestos was not commonly used commercially, but can be found occasionally in some building products.
- Amosite** - This form of asbestos was commonly used in ceiling tiles, cement sheets, pipe insulation, and in many different types of thermal insulation products.
- Anthophyllite** - This form of asbestos was not commonly used commercially, but can be found occasionally in some building products.
- Asbestos** - Any of six naturally occurring silicate minerals (Chrysotile, Amosite, Crocidolite, Tremolite, Actinolite, and Anthophyllite). Inhalation of these minerals can cause asbestosis and certain types of cancer. Because of asbestos' fireproofing and other desirable properties, these minerals can be found in many different types of building materials.
- Chrysotile** - This is the most commonly used form of asbestos and can be found today in many building components including floors, roofs, ceilings, walls and insulation cement materials, piping and sealants of residential and commercial buildings. It was also used in automobile brake pads, linings and blocks, clutch plates and gaskets.
- Crocidolite** - This form of asbestos has been used in some building products including cement, pipe insulation and spray-on coatings.
- Fibrous** - Any material that contains, consists of, or resembles fibers.
- Friable** - Any material that can be crumbled, pulverized, or reduced to powder by the pressure of an ordinary human hand. Friable asbestos containing materials are dangerous because they allow asbestos fibers to get into the air where they can be inhaled.
- Heterogeneous** - A mixture that consists of two or more substances. It is non-uniform and the different components of the mixture can be seen.
- Homogeneous** - A substance which has uniform composition and properties throughout.
- Non-Fibrous** - Any material that does not contain fibers.
- Non-Friable** - Any material that cannot be pulverized under hand pressure.
- Tremolite** - This form of asbestos was not commonly used commercially, but can be found in some roofing materials, insulation products (including vermiculite), paints, sealants, and talc powders.



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Warranties, Legal Disclaimers, and Limitations

Stereoscopic microscopy and polarized light microscopy coupled with dispersion staining is the analytical technique used for sample identification. The percentage of each component is visually estimated by volume. The detection limit for this method is <1% by visual estimation and 0.25% by 400 point counts or 0.1% by 1,000 point counts. The samples were analyzed as submitted by the client and may not be representative of the larger material in question. IMS Laboratory, LLC ("IMS") will discard all samples after 7 days.

Matrix interference and/or resolution limits may yield false results in certain circumstances. Samples collected via tape and/or wipe may reduce sensitivity and reliability of quantification. Suspect floor tiles containing less than 1% asbestos should be tested with SEM or TEM. Many vinyl floor tiles have been manufactured using greater than 1% asbestos. Often the asbestos was milled to a fiber size below the detection limit of polarized light microscopy. Therefore, a "No Asbestos Found" reading on vinyl floor tile does not necessarily exclude the presence of asbestos. TEM provides a more conclusive form of analysis for vinyl floor tiles.

This certificate of analysis relates only to the samples tested, as received by IMS and, to insure the integrity of the results, may only be reproduced in full. IMS is not responsible for the accuracy of the results for layered samples or samples comprising multiple materials. Unless otherwise noted in the body of this report, the condition of samples upon receipt was acceptable.

This report is generated by IMS at the request of, and for the exclusive use of, the IMS client named on this report. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government. Project Name, Project Number, Sampling Date, Material Descriptions, Sampling Locations and Volume have been provided to IMS by the client and may affect the validity of the results. This report applies only to the samples taken at the time, place and location referenced in the report and received by IMS. Please be aware that property conditions, inspection findings and laboratory results can and do change over time relative to the original sampling due to changing conditions and many other factors. IMS does not furnish, and has no responsibility for, the inspector or inspection service that performs the inspection or collects the test samples. It is the responsibility of the end-user of this report to select a properly trained professional to conduct the inspection and collect appropriate samples for analysis and interpretation. Neither IMS, nor its affiliates, subsidiaries, suppliers, employees, agents, contractors and attorneys ("IMS related parties") are able to make and do not make any determinations as to the safety or health condition of a property in this report. The client and client's customer are solely responsible for the use of, and any determinations made from, this report, and no IMS related party shall have any liability with respect to decisions or recommendations made or actions taken by either the client or the client's customer based on the report.

IMS hereby expressly disclaims any and all representations and warranties of any kind or nature, whether express, implied or statutory, related to the testing services or this report including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of IMS and whether IMS has been informed of the possibility of such damages, arising out of or in connection with IMS's services or the delivery, use, reliance upon or interpretation of test results by client or any third party. In no event will IMS be liable for any special, indirect, incidental, punitive, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, arising from or related to the testing services or this report.

IMS accepts no legal responsibility for the purposes for which the client uses the test results. IMS will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Additionally, neither this report nor IMS makes any express or implied warranty or guarantee regarding the inspection or sampling done by the inspector, the qualifications, training or sampling methodology used by the inspector performing the sampling and inspection reported herein, or the accuracy of any information provided to IMS serving as a basis for this report. The total liability of IMS related to or arising from this report to a client or any third party, whether under contract law, tort law, warranty or otherwise, shall be limited to direct damages not to exceed the fees actually received by IMS from the client for the report. The invalidity or unenforceability, in whole or in part, of any provision, term or condition herein shall not invalidate or otherwise affect the enforceability of the remainder of these provisions, terms and conditions. Client shall indemnify IMS and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with IMS's services, the test result data or its use by client.

- End of Lab Report Number A32239 -

- 9 -

This report has been prepared by IMS Laboratory, LLC at the request of and for the exclusive use of Villa Environmental Consultants, Inc. Read the important terms, conditions, and limitations that apply to this report carefully.

EQUAL OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements 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, sex or national origin.
- (3) The contractor 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, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, 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 No. 11246 of Sept. 24, 1965, 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 No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 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 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

March, 2022
Equal Opportunity Clause – continued

- (8) The contractor win take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.” [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

§ 135.38 Section 3 clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.38 Section 3 clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



**CONTRACT
CITY OF NILES, MICHIGAN**

**DEMOLITION OF A RESIDENTIAL STRUCTURE INCLUDING ASBESTOS
ABATEMENT (1009 N 6th)**

THE CONTRACT made this ____ day of _____, 2024, by and between _____ hereinafter called the “Contractor”, and the **City of Niles, Michigan**, hereinafter called the “City”.

WITNESSETH: That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the building demolition, asbestos abatement, and related work at various locations in the City of Niles, Michigan, all in a strict accordance with the Specifications, including any and all addenda, prepared by City of Niles Staff, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof.

ARTICLE II TIME - It is agreed that the said Contractor will schedule work under this contract after approval and signing of the contract by the City and that he will be prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by **September 15, 2024**, the date of completion being considered an essential element of the Contract.

ARTICLE III COMPLETION - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before **September 15, 2024**

C - 1

Payments are to be made to the Contractor in accordance with and subject to the

CONTRACT CONT'D

provisions embodied in the document made part of this contract.

ARTICLE IV LIQUIDATED DAMAGES - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$50.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

ARTICLE V THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

DEMOLITION OF A RESIDENTIAL STRUCTURE AND ASBESTOS ABATEMENT

Location No.	Address	Bid Price
1	1009 N 6th. Niles MI 49120	\$

ARTICLE V COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. ADVERTISEMENT
2. PROPOSAL
3. NON-DISCRIMINATION CERTIFICATE
4. INSTRUCTION TO BIDDERS
5. GENERAL CONDITIONS
6. SPECIFICATIONS
7. ENVIRONMENTAL REVIEWS
8. EQUAL OPPORTUNITY CLAUSE
9. SECTION 3 CLAUSE
10. CONTRACT
11. CDBG GENERAL CONDITIONS
12. FEDERAL LABOR STANDARDS PROVISION

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written above.

CONTRACT CONT'D

Attest:

Company Name

Authorized Signature

Authorized Official's Name (Please Print)

Address

Telephone

FAX

City of Niles

City

Nick Shelton

Attest:

Authorized Official

Authorized Signature

Mayor

Title

**Addendum to Contract
City of Niles
&
CONTRACTOR
CDBG General Contract Clauses**

Termination for Convenience. The City of Niles may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Niles due to such termination.

CONTRACT CONT'D

Equal Employment Opportunity. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 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.

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

CONTRACT CONT'D

(6) 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.

(7) 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 procedures 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 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.

Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). In accordance with the statute, CONTRACTOR agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor in compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In addition, CONTRACTOR understands that they must pay wages not less than once a week and provide evidence thereof to the City of Niles in the format provided by the City as a means of complying with Davis Bacon. The City of Niles provided the approved prevailing wage rate determination on May, XX, 2024, through the approved change order signed and dated XXXX, 2024. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City of Niles will report all suspected or reported violations to the US Department of Housing and Urban Development and the US Department of Labor.

CONTRACT CONT'D

Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). XXX agrees to comply with the aforementioned and understands that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Niles entity will report all suspected or reported violations to the US Department of Housing and Urban Development and the Department of Labor.

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). XXX will comply with the Contract Work Hours and Safety Standards Act and ensure that the employment of mechanics or laborers complies with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)).

Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. CONTRACTOR agrees to provide documentation to the City of Niles of Compliance with [40 U.S.C. 3702](#) of the Act.

The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. XXX agrees to provide documentation to the City of Niles of Compliance with [40 U.S.C. 3704](#) of the Act on a weekly basis.

Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251–1387](#)), as amended—XXX agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)— CONTRACTOR understands that a federal contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” CONTRACTOR agrees that they are not listed on the governmentwide exclusions in the System for Award Management.

CONTRACT CONT'D

UEI: _____ Date of Verification: _____
Niles Verified By: _____ Printed Name: _____

Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—XXX certifies to that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#).

XXX understands that it must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. CONTRACTOR agrees to the requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Domestic Preferences for Procurements.

(a) As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

CONTRACT CONT'D

Agreed to on this day_____ 2024

CONTRACTOR'S AGENT

City of Niles

CONTRACTOR'S AGENT, Printed Name

City of Niles, Printed Name

C – 8

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(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 regulations issued 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 equivalents 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 29 CFR 5.5(a)(1)(iv); 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 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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 be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 the work, all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** 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(s), 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 Section 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 cost 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(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 regulations issued 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 equivalents 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 29 CFR 5.5(a)(1)(iv); 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 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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 be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 the work, all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** 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(s), 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 Section 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 cost 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or 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 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; and
- (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 subparagraph (a)(3)(ii)(b).
- (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 3729 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD or its designee 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, 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.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or 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 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; and
- (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 subparagraph (a)(3)(ii)(b).
- (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 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD or its designee 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services, 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, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, 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 this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 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 U.S. 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 HUD or its designee, 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (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 in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, 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 subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, 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 subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MI20240026 06/28/2024

Superseded General Decision Number: MI20230026

State: Michigan

Construction Type: Residential

Counties: Berrien and Cass Counties in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024

2

06/28/2024

ELEC0153-005 06/08/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	18.29

ENGI0325-005 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 39.53	25.25

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; stiff leg derrick

IRON0292-007 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.75	22.84

LABO0355-002 06/01/2022

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.90	12.95

PAIN0312-011 06/12/2014

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 21.75	11.94

PLUM0172-005 05/30/2016

BERRIEN (City of Niles & vicinity) & CASS COUNTIES

	Rates	Fringes
PIPEFITTER (HVAC Pipe		

Installation Only).....\$ 20.96 19.18

* ROOF0023-009 06/01/2024

	Rates	Fringes
ROOFER		
Composition.....	\$ 34.55	21.04
Slate & Tile.....	\$ 36.05	21.04

SHEE0020-030 07/01/2009

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 19.87	13.46

* SUMI2010-024 09/16/2010

	Rates	Fringes
CARPENTER.....	\$ 18.81	6.38
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85
LABORER: Common or General.....	\$ 16.87 **	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
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.17	7.55
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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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"