

**CITY OF DETROIT BUILDING AUTHORITY
JOE LOUIS ARENA ASBESTOS/HAZARDOUS MATERIALS ABATEMENT SERVICES
AGREEMENT**

WITH

HOMRICH, INC.

THIS AGREEMENT, dated and made effective as of this 8th day of November, 2018 (hereinafter called the "Agreement"), by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and **HOMRICH, INC.**, a Michigan corporation located at 65 Cadillac Square, Suite 2701, Detroit, Michigan 48226 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to provide asbestos/hazardous materials abatement services for the former Joe Louis Arena facility located at 19 Steve Yzerman Drive, Detroit, Michigan (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement and remaining Exhibits (B-F).

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II
Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. The Contractor further understands that Services performed by Contractor or its subcontractors shall adhere to the provisions of the JLA-Cobo Hall Right of Entry Agreement attached hereto as Exhibit F. Contractor shall include the JLA-Cobo Hall Right of Entry Agreement in all subsequent RFP/Qs it may issue for work and any of its subcontractor agreements. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security

interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.04.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III
Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than July 31, 2019, (the Contract Term), unless, the term of this Agreement is otherwise extended in writing by the Authority. Contractor shall adhere to the project schedule agreed to between the parties (Exhibit E), with the understanding that the first phase of abatement is to be completed 2/12/19, the second and final phase (exterior panel removal) will begin 6/3/19 to be completed by 7/25/19.

ARTICLE IV
Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for an amount not to exceed Three Million Four Hundred Eighty-Three Thousand and 00/100 (\$3,483,000.00) Dollars which includes the required performance and payment bond.

Conditional reduction of total compensation: Should the Contractor be awarded the contract for demolition services of the former Joe Louis Arena, the Contractor has agreed to reduce the cost of services under this Agreement by Three Hundred Thousand and 00/100 (\$300,000.00) Dollars, which would reduce the total compensation to an amount not to exceed Three Million One Hundred Eighty-Three Thousand and 00/100 (\$3,183,000.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement

benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.03 Requests for progress payments shall be submitted by Tom Lantagne or by another duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Exhibit C.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this

- Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
 - (d) The Contractor abandons the Services to be undertaken; and/or
 - (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
 - (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or
 - (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
 - (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
 - (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
 - (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
 - (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
 - (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
 - (m) The Contractor ceases to conduct business in the normal course, and/or
 - (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
 - (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which

enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than

as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this

Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly

agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any

entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.

- (b) Any failure by the Contractor, its personnel, employees, agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims

covered hereunder, the Contractor, upon notice from the Authority, shall at the Contractor's sole cost and expense, resist or defend the same to the degree of Contractor's fault with counsel of the Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

12.03 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City of Detroit harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.05 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.06 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of

the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII
Insurance

13.01 Throughout the Contract Term, the Authority shall procure and maintain at its sole expense the following insurance in the following amounts:

- (a) All-risks property insurance (including comprehensive boiler & machinery coverage) on a full replacement cost basis covering the Project. It is agreed and understood that this coverage will only cover the real and personal property owned by the City, the Authority and their assigns and will not cover any of the property of the Contractor.
- (b) The City and the Authority are self-insured for commercial general liability risks with limits of Two Million and 00/100 (\$2,000,000.00) each occurrence on bodily injury, death or property damage. The Authority's insurance shall be primary and non-contributory to any insurance otherwise carried by the Contractor.

13.02 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence-based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.
- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

- (c) Contractor's Pollution Liability Coverage with limits of Five Million and 00/100 (\$5,000,000.00) Dollars. The Contractor shall keep this insurance in force for at least one (1) year after termination of this Agreement and shall deliver to the Authority a certificate of contractor pollution liability coverage for such one (1) year after such termination.
- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.
- (e) Professional Liability (errors and omissions) insurance with minimum limits of \$1,000,000 each claim, \$2,000,000 aggregate. This insurance shall be kept in force and effect for six (6) years after receipt of final payment by the Authority to the extent such insurance is commercially available to the Contractor for the duration of the six (6) year period;
- (f) The Contractor will provide evidence of Crime insurance coverage, including protection for third parties, with the following limits.

Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises and In Transit Theft	\$1,000,000
Money Orders and Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000

13.03 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.04 [INTENTIONALLY OMITTED].

13.05 Unless prohibited by law, all insurance policies, except for Worker's Compensation, maintained by the Contractor hereunder shall name the Authority and the City as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.06 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.07 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

ARTICLE XIV Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment

because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 To the extent permitted by law, the Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

ARTICLE XVI Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII
Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority:	City of Detroit Building Authority 1301 Third Street, Suite 328 Detroit, Michigan 48226 Attention: Tyrone Clifton, Director
with a copy to:	The Allen Law Group, PC 3011 W. Grand Blvd., Suite 2500 Detroit, Michigan 48202 Attention: Floyd E. Allen, Esquire
If to Contractor:	Homrich, Inc. 65 Cadillac Square, Suite 2701 Detroit, Michigan 48226 Attention: Tom Lantagne

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to

incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.

- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or

materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.

- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.
- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit. Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX Miscellaneous

19.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- (b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

19.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.03 This instrument, including all exhibits, attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

19.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

19.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

19.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

19.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than

those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

19.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

19.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

19.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

19.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

19.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

19.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

19.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

19.15. [INTENTIONALLY OMITTED].

19.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

19.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

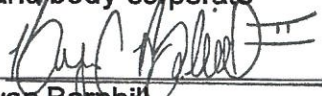
19.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

19.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

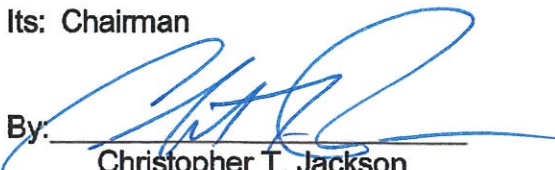
[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING
AUTHORITY, a Michigan public
authority and body corporate

By: 
Bryan Barnhill
Bryan Barnhill II, DBA Chairman

Its: Chairman

By: 
Christopher T. Jackson

Its: ~~Secretary~~ 

HOMRICH, INC., a Michigan
corporation

By: 
Scott I. Homrich

Its: CEO _____

APPROVED AS TO FORM:

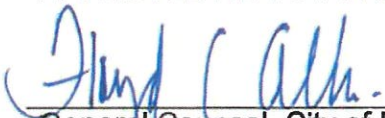

General Counsel, City of Detroit
Building Authority

EXHIBIT A
SCOPE OF SERVICES

[SEE ATTACHED]

EXHIBIT A
SUMMARY OF WORK
ASBESTOS/HAZARDOUS MATERIALS ABATEMENT SERVICES

1. Overview. The Detroit Building Authority (hereafter: the “DBA”) respectfully requests the following services:

- a. **Asbestos Hazardous/Regulated Abatement Services.** In accordance with all applicable laws, regulations, authorities and protocols, provide abatement services of the following:
 - i. Remove and dispose of properly, the asbestos-containing materials and as identified in Appendix A – Asbestos/Hazardous Material Assessment Report for the Joe Louis Arena;
 - ii. Remove and dispose of properly, the Hazardous Materials as identified in Appendix A – Asbestos/Hazardous Material Assessment Report for the Joe Louis Arena; and
- b. **Report.** Prepare a written report of the:
 - i. Provide notification(s), licensing; permits, worker paperwork, contractor’s sign-in sheets, daily log, SDS information, workplan, etc.
 - ii. Provide testing results of all required air monitoring (i.e., OSHA personal exposure).

2. Successful Vendor Qualifications. The Successful Vendor must possess the following qualifications:

- a. **Credentials.** The Successful Vendor must be a State of Michigan Licensed Asbestos Abatement Contractor with appropriate asbestos accreditation, and experience; in addition, the individuals who are responsible for Hazardous Material Removal and Disposal must have Occupational Safety and Health Administration (OSHA) 40–hour Hazardous Waste Operations (HAZWOPER) Certification and the OSHA 8–hour refresher HAZWOPER Re–certification. The work must be done under the direction of a Certified Hazardous Materials Manager (CHMM); designed by a State of Michigan Accredited Asbestos Project Designer and performed by State of Michigan Accredited Asbestos Abatement Supervisors and Workers.
- b. **Industry Knowledge.** The Successful Vendor must possess extensive knowledge of all applicable Federal, State and local laws, regulations and authorities related to the abatement and disposal of asbestos–containing materials and other hazardous/regulated materials. This includes, but is not limited to, NESHAP, MIOSHA, OSHA, NIOSH, NREPA, and RCRA. The Successful Vendor must also possess extensive knowledge of industry best practices related to the same, and the Successful Vendor must possess a basic understanding and knowledge of building

construction, materials and finishes.

- c. **Relevant Experience.** The Successful Vendor must possess experience in the abatement and disposal materials at sites of similar scale, scope, and complexity for asbestos-containing and other hazardous/regulated materials in accordance with all applicable laws, authorities, regulations, and best practices. The actual abatement and disposal of the assigned site must be performed by State of Michigan Accredited Asbestos Supervisors with no less than two (2) years of full-time work experience in the abatement and disposal of sites for asbestos-containing materials or other hazardous/regulated materials. The Successful Vendor may allow an Accredited Asbestos Worker who has less than two (2) years of full-time work experience to assist with the abatement and disposal of the site if that person is supervised in the field by another Accredited Asbestos Supervisor who possesses two (2) or more years of full-time work experience.
- d. **Professional Relationships.** The Successful Vendor must possess a strong, positive and professional relationship with the appropriate regulatory authorities, particularly the Michigan Department of Environmental Quality (MDEQ) and the Michigan Occupational Safety and Health Administration (MIOSHA).

3. Pre-Abatement Site Familiarity.

- a. **Document/Records Review.** The Successful Vendor must review any readily-available site and/or building records or documents (including deeds, surveys, maps, plats, images, drawings, specifications or blueprints) to become familiar with the physical layout of and improvements on the assigned site and the construction of the structure(s).
- b. **Building Familiarity.** The Successful Vendor must review and become familiar with the specific nature of the building including but not limited to the electrical distribution network, the operational aspects of the elevators, the water distribution system, the high bay work areas requiring OSHA fall protection measures, etc.
- c. **Engagement with Connecting Building Authorities.** Prior to the abatement and disposal, the Successful Vendor must engage the MDEQ (particularly the Air Quality Division) and MIOSHA on behalf of the Owner and its Authorized Representative to identify and resolve any concerns/issues expressed by the regulatory authorities. The Successful Vendor must notify the authorities of the connecting structures/entities ("the People Mover" and Cobo Hall) to coordinate and satisfy any concerns. After engaging with representatives of the connecting structures, the Successful Vendor must provide the DBA with a brief summary of the engagement via e-mail to the designated point(s) of contact. The e-mail shall identify the following:
 - i. the date(s) of the engagement;
 - ii. the method of engagement (i.e. conference call, e-mails, or in-person meeting);
 - iii. the staff person(s) from the regulatory authorities;
 - iv. the issues/concerns discussed; and
 - v. any strategies/plans to address those issues/concerns

4. Work Plan Development

Work Plan. To the greatest degree possible, the Successful Vendor must provide a work plan that identifies the issues that may be encountered during the abatement of materials at the Joe Louis Arena. Project submittals are specified in this section and Exhibit A, Section S, parts a through k.

Schedule and Phasing: The following proposed milestone schedule dates shall be part of the contract documents. These projected dates are presented to convey the phasing sequence and approximate dates of start for each phase. The phasing as presented reflects the need to maintain the overall project schedule as required by the Owner. The Contractor shall submit a milestone schedule, which reflects time lines to complete each phase of work. Final acceptance by the Owner is required. The Contractor is responsible to review the Contract Documents for additional scheduling requirements.

The awarded contractor shall submit a **Gantt Chart Schedule** of all activities contained in the Summary of Work. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment, identify precedent relationships between the contractor's activities, the dollar value, necessary manpower loadings, and precedent activities from other. The activities on the schedule must be of a level of detail approved by the Owner.

If the Contractor delays progress for any reason other than those allowed by the General Conditions, said Contractor will take all necessary steps to expedite their contract work to maintain milestone target dates at no expense or additional cost to the Owner.

If, in the opinion of the Owner, the Contractor is behind schedule and is so notified by the Owner in writing, said Contractor may be required to furnish to the Owner a short interval makeup schedule of their work showing location, number of men and crew required to get back on the agreed upon Schedule. The Contractor shall employ such means as overtime work, multiple work shifts, and additional equipment, without additional compensation and shall continue to do so until the Owner determines the progress of the work is in conformance with the Project Construction Schedule. If the Contractor fails to maintain and meet the short interval makeup schedule the Owner reserves the right to take whatever steps are necessary to put the work back on schedule at the Contractor's expense.

All work shall be conducted during standard working hours 8-5pm Monday through Friday. The Owner and/or their Environmental Consultant must approve any variation.

Work Plan Requirements: A work plan must be submitted as an element of the bid. Bids not accompanied by a work plan will be considered incomplete. No removal shall take place until the Owner and/or the Environmental Consultant have accepted an approved work plan. At minimum the work plan shall briefly describe the following:

- type of enclosure system;
- negative pressure design including NAM placement and containment exhausting locations configuration of containment system;
- removal techniques;
- waste handling procedures;

- decontamination procedures;
- proposed landfill including type, name, and address;
- manpower loading schedules;
- personal air monitoring practices.
- Item S (a-k); **Project Work Plan Submittals**

To the extent possible, the Owner shall move all moveable objects from the subject work areas. Where objects remain, the Contractor shall work around those objects. The Contractor shall comply with all site security rules, regulations and requirements. It shall be the responsibility of the Contractor to maintain site security 24 hours per day.

- a. Compliance with All Applicable Health and Safety Laws, Regulations and Protocols.
The Successful Vendor must conduct the abatement and disposal in accordance with all applicable laws, regulations and protocols pertaining to worker and public health and safety.

5. Summary of Work – Abatement

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of contract, including General and Supplementary Conditions, and other Owner requirements, apply to work of this Section.

A. WORK SITE LOCATION:

Project Name as shown on Contract Documents will involve the following building:

Joe Louis Arena
19 Yzerman Drive
Detroit, Michigan 48226

Refer to Section 01011, Site Specific Description of the Work, Asbestos Abatement, for scheduled asbestos abatement activities and work shift schedules for the above referenced building.

B. GENERAL PROJECT REQUIREMENTS:

Contractors and Sub-contractors are required to meet the requirements of these specifications.

Mechanical and/or electrical work is to be performed by Skilled Trades people.

Contractors and Subcontractors are required to follow current Federal, State, and Local rules and regulations in force for the duration of the contract. The Abatement Trade Contractor must be prepared to comply with currently proposed regulations that may become effective during the course of the project at no increase in cost to the owner.

Where conflict among regulations or with these specifications exists, the conflict shall be brought to the attention of the Owner and/or their Environmental Consultant and the most stringent requirements shall be utilized.

Prior to beginning Work, the Abatement Trade Contractor shall confirm with the Owner and/or their Environmental Consultant the schedule and anticipated resource utilization (i.e., planned labor and material usage) for each work area involved in the project. Once the project is started, it shall be carried to completion without delay.

Modifications in Summary of Work or approved Project Plans and Schedules must be confirmed through the Owner and/or their Environmental Consultant. Work Schedules shall be clearly established and verified with the Owner and/or their Environmental Consultant prior to commencing Work in any area. No asbestos abatement shall begin until

the Owner and/or their Environmental Consultant and the Abatement Trade Contractor have inspected the work area for its integrity, completeness, pressure differential, the minimum number of air exchanges per hour confirmed, and the "Certification of Work Area Inspection" form has been signed.

Owner and/or their Environmental Consultant approvals shall be in writing and the Abatement Trade Contractor shall have all approvals, notifications, project logs, air sample data, and worker accreditations on site at all times and available to the Building Owner's representatives, the Environmental Consultant.

The Abatement Trade Contractor is to plan his/her crew size, work shift(s), and shift length to conform to the Construction Project Manager's work schedule. This information is to be reflected on the project plan submittals.

The Owner and/or their Environmental Consultant reserves the right to alter work schedules as defined in these specifications as needed to accommodate the owner's needs. The Abatement Trade Contractor shall immediately comply with any such schedule alteration(s).

Operational systems within the buildings including, but not limited to; electrical, mechanical, heating, and cooling, will be left operational during abatement activities except as specified in Section 01011, Site Specific Description of the Work. Contractor Bids and Proposals must include costs for special working conditions or operational requirements.

Working conditions are to be addressed and described in the Abatement Trade Contractor's project plan submittals.

The work force per project work site shall be submitted for approval in the project plan for each phase. Project Plans (see Sub-Section 01010.18 Project Plan Submittals) must be approved by the Owner and/or their Environmental Consultant before any work may begin. Once the work force number has been approved, the Abatement Trade Contractor shall commit this number of workers to each site as approved for the duration(s) agreed.

If use of a smaller work force occurs, and in the opinion of the Owner and/or their Environmental Consultant the progress or safety of the project(s) are hindered in any way, and the Abatement Trade Contractor cannot or fails to increase his/her workforce for the site work, the Owner and/or their Environmental Consultant shall hire other Abatement Trade Contractor(s) to work on behalf of the Project Abatement Trade Contractor to assist him or her in completing the work in a safe and timely manner. The Owner and/or their Environmental Consultant shall deduct all costs incurred for said action from the Abatement Trade Contractor.

Prior to beginning any phase of any work, the Abatement Trade Contractor shall submit to the Owner and/or their Environmental Consultant in accordance with Sub-Section 01010.18, Project Plan Submittals, a written and detailed work procedures plan for each work area. **This Project Plan must be approved by the Owner and/or their Environmental Consultant prior to starting any portion of the Work.**

A representative of the Abatement Trade Contractor, along with the Owner and/or their Environmental Consultant's representative and the Environmental Consultant, may be required to attend a meeting held at least weekly for the purpose of progress reporting, scheduling, job needs, reports on changes, etc.

Abatement Trade Contractors and Sub-contractors are responsible for complying with any patents or product fees pertaining to the removal of asbestos.

C. EXAMINATION OF THE PREMISES AND THE CONTRACT DOCUMENTS:

The Bidder will familiarize himself/herself with local conditions affecting the job. The Bidder will take his/her own measurements and be responsible for the correctness of same.

The Bidder will be held to have made such examinations and no allowances will be made in his/her behalf by reason of error or omission on his/her part. All such examinations are to be documented by the Bidder and submitted to the Owner and/or their Environmental Consultant along with the Project Plan Submittals.

Any diagram(s) attached are provided for identification purposes only; dimensions are not necessarily scaled. Quantities and locations of asbestos/asbestos contaminated materials within a work area may have been approximated and/or gathered from either dated, incomplete, or original construction documents. Therefore, any quantities listed are not to be used for bidding purposes.

The Abatement Trade Contractor must assume responsibility for all work material necessary for completion of the Work. The Contract Documents are intended to provide only part of the information for the Abatement Trade Contractor to assume the above responsibilities. **The Abatement Trade Contractor's own site inspection of the work areas shall be relied upon to provide the Abatement Trade Contractor all information he/she may require to properly execute and complete the Work.** If this inspection presents unanswered questions, they must be submitted in writing to the Owner and/or their Environmental Consultant and received at least seven (7) days before the bid to allow a written addendum to be issued.

Any incidental item(s) of material, labor, and/or detail required for the proper execution and completion of the Work which may be omitted from the Contract Documents, but obviously required by governing codes, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the Contract Work without extra charge, even though not specifically detailed or mentioned.

D. NOTIFICATION:

The Abatement Trade Contractor will make all necessary notifications, including early completion or extension of completion date, to the appropriate Federal, State, and Local agencies.

Copies of all notifications must be submitted to the Owner and/or their Environmental Consultant prior to the start of any asbestos abatement activities and be posted at the job site during the Work.

E. USE OF THE SITE:

Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.

The Abatement Trade Contractor is to repair all landscape and/or property damage caused by his/her use of the premises, at no cost to the Owner.

The Abatement Trade Contractor shall not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of dumpsters to the areas approved by the Owner and/or their Environmental Consultant. If additional staging space for soil, debris, and/or equipment is necessary, obtain and pay for such storage off site.

The Abatement Trade Contractor shall lock all vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

F. ABATEMENT CONTRACTOR USE OF THE EXISTING BUILDING:

Abatement Trade Contractor occupancy of the building will be restricted to specified areas scheduled for asbestos abatement during scheduled work.

Equipment and supplies are to be stored in pre-designated storage areas which are not accessible to site personnel. Storage areas will be kept locked at all times except when the

Abatement Trade Contractor's Competent Person is present at the storage location. Maintain existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction, abatement, and clean-up period. Keep public area such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste, rubbish or construction debris. Smoking will not be permitted within the building enclosure or on the premises. Use of the Owner's existing toilet facilities, as indicated or approved, will be permitted, so long as these facilities are properly cleaned and maintained in a condition acceptable to the owner. Bathrooms are not to be used as decontamination facilities.

G. SITE SECURITY:

The work area is restricted to authorized, trained, and protected personnel only. Authorized personnel may include the Abatement Trade Contractor's employees, employees of approved Sub-contractors, designated owner's employees and representative, State and Local inspectors, and any other Owner and/or their Environmental Consultant designated individuals.

Entry to and exit from the building shall be restricted to specified locations unless the Owner and/or their Environmental Consultant issues a written variance. Decontamination units and bag out chambers shall also be restricted to specified locations, unless otherwise approved in writing by the Owner and/or their Environmental Consultant. Alternate plans submitted by the Abatement Trade Contractor may be considered by the Owner and/or their Environmental Consultant for implementation, if submitted in a timely fashion.

The Abatement Trade Contractor shall construct temporary security barriers where required to secure the Owner's property and where stipulated in Section 01011, Site Specific Description of the Work. At a minimum, all such barriers shall be in place prior to any abatement activity in the work area. Barrier placement and attachment to existing building structures must be approved by the Owner and/or their Environmental Consultant prior to construction and must appear on approved project plans. Some security barriers may require lockable door passageways to allow for access to the work area if the Owner has ongoing activities adjoining the work. Security barriers and critical barriers shall be constructed where deemed necessary by the Owner and/or their Environmental Consultant, at no cost to the Owner.

Additional employees assigned to this project must be cleared through the Owner and/or their Environmental Consultant or the Environmental Consultant. All training certifications, medical surveillance authorizations, fit test data, employee release forms, and other pertinent requirements must be submitted for review before their participation.

Entry into the work area by unauthorized individuals will be strictly prohibited.

Prior to entering the work area, all visitors shall first obtain authorization from the Owner and/or their Environmental Consultant who shall certify in writing that said visitors have appropriate credentials and are trained to safely enter the work area. This authorization shall be submitted to the Abatement Trade Contractor prior to entry into the work area.

The Abatement Trade Contractor will record the names of all people (authorized) who enter the work site every day, with all times in and out of the work site on the sign-in sheet, and provide a copy to the Owner and/or their Environmental Consultant. This log will be scrutinized for completeness and subject to approval of the Owner and/or their Environmental Consultant as a contract close-out item.

Any tools or material left within the confines of the job site overnight must be in locked cabinets, locked rooms, or otherwise secured. Neither the General Contractor (Barton

Malow), the Environmental Consultant, nor the Owner will be held liable in any way for the Abatement Trade Contractor's tools or other equipment.

The Abatement Trade Contractor shall not use nor request the use of any of the owner's custodial or maintenance supplies, tools, or equipment.

Failure by the Abatement Trade Contractor to comply with security requirements will result in all loss prevention, security inspection, vandalism, and theft costs being deducted from the Abatement Trade Contractor's progress payment(s).

Access to a containment will be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) will be blocked or locked so as to prevent entry to or exit from the work area except for fire or accident. Emergency exits will not be locked; however, they will be sealed with polyethylene sheeting and tape until needed.

H. OWNER OCCUPANCY:

a. Partial Owner Occupancy:

The Owner reserves the right to place and install equipment as necessary in areas of the building in which all asbestos abatement and project decontamination procedures have been completed, and to occupy such areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placement of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

I. APPROVAL REQUIRED PRIOR TO BEGINNING ABATEMENT:

No asbestos abatement will begin until the Environmental Consultant has inspected and approved the enclosure built around the work area including full enclosures, mini-enclosures, and glove bags.

J. PREPARATION OF WORK AREAS FOR ASBESTOS REMOVAL:

Electrical outlets and water taps in an, as is, condition at the time work is performed. The Abatement Trade Contractor can use them for equipment and removal/decontamination practices so long as he/she can demonstrate in writing that such use does not interfere in any way with the Owner's ongoing operations. (Adequate power may not be available at every regulated work area. The Abatement Trade Contractor may employ a Licensed Electrician to extend additional portable power sub-panels with written approval of the Owner and/or their Environmental Consultant.)

Connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation at the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment.

If any part of the Abatement Trade Contractor's work depends on proper results, or upon existing work, special access, or the work of another Contractor, the Abatement Trade Contractor shall notify the Owner and/or their Environmental Consultant, before commencing work. Failure to so notify will constitute his/her acceptance of the conditions. Equip all circuits that enter the Work Area for any purpose with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type GFCI equipped with test button and reset switch for all circuits to be used for any purpose. In work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA, or other authority. Locate in panel exterior to Work Area.

The Abatement Trade Contractor is responsible for the removal of all items within a specified work area, which may interfere with work within that area, unless otherwise specified in Section, Site Specific Description of the Work.

The Abatement Trade Contractor will remove ceiling tile and grid work unless otherwise

specified in Section, Site Specific Description of Work.

Warning signs will be posted at a sufficient distance from the asbestos removal work area to permit an employee to read the sign and take necessary protective measures to avoid exposure. Warning signs will be posted in accordance with OSHA regulations. All possible entrances to the work area will be posted.

Polyethylene will be flame resistant and conform to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films.

The Abatement Trade Contractor shall isolate enclosure work areas for the duration of the project by completely sealing off all openings to the area. The sealing of openings and fixtures in the Work area including, but not limited to, heating and ventilation ducts, doorways, corridors, windows, drains, sky lights, and lighting shall be accomplished with six mil polyethylene sheeting, tape, and glue. Critical barrier walls shall be constructed of six-mil polyethylene. Isolation of the work area heating and ventilation systems is to be carried out first.

Containment walls will be covered with at least one layer of six-mil polyethylene sheeting, unless otherwise specified.

Containment floors without carpeting will be covered with at least three layers of six-mil polyethylene with all seams staggered so as to minimize the potential for water leakage. Floor sheeting will extend at least 12 inches up the sidewalls and no seams will be located at floor and wall intersections.

Containment floors with carpeting will be covered with at least four layers of six-mil polyethylene with all seams staggered so as to minimize the potential for water leakage. A layer of cardboard, plywood or other approved material shall be placed between two of the layers of polyethylene floor sheeting. Floor sheeting will extend at least 12 inches up the sidewalls and no seams will be located at floor and wall intersections.

All suspect asbestos material, which has fallen onto the floors (i.e. "visible debris") shall be vacuumed and/or wet wiped and then encapsulated before the floors are covered with plastic. The Environmental Consultant must approve of clean up prior to the covering of floors.

Mechanical and electrical motors, pumps, and other active system components are not to be washed or encapsulated. Mechanical and electrical control panels, computer and telephone cables, and any other building equipment or structures specified by the Owner and/or their Environmental Consultant shall also be adequately protected from washing and encapsulation. These components may need to be HEPA vacuumed and/or wet wiped as directed by the Owner and/or their Environmental Consultant.

If mechanical and/or electrical equipment that includes but is not limited to; duct work, conduit, lights, speakers, etc., may in the written opinion of the Abatement Trade Contractor interfere with the Abatement Trade Contractor's asbestos removal operations, it will be the Abatement Trade Contractor's responsibility to have the equipment removed at no extra cost to the owner.

In a Full Enclosure (FE) work area, all air ventilation ductwork must be temporarily sealed with spray glue and polyethylene, or an approved equivalent, prior to, during, and after abatement, through the time successful final clearance is reported by the Environmental Consultant.

The Abatement Trade Contractor is to seal all intake exhaust vents with 6-mil polyethylene, spray glue, and duct tape.

The Abatement Trade Contractor shall have no less than one surplus 2000 cfm HEPA equipped air filtration device on site for each work area. This unit must be a spare that has

been tested and is ready for immediate use at any time for the duration of each project. The Abatement Trade Contractor shall provide instrumentation to monitor the pressure differential - on a continuous basis for all negative pressure full enclosure systems. The Abatement Trade Contractor shall also submit proof that the instrumentation has been properly calibrated within the past year.

Each critical barrier enclosed work area shall require, as a minimum, the utilization of at least one negative air filtration unit. If make-up air and exhaust air cannot be provided, the machine(s) shall be used to clean the air in the work area locally and operated for two (2) hours before, for the duration of work, and until the results of successful clearance monitoring are reported by the Environmental Consultant.

The Abatement Trade Contractor shall construct air locks at all entrances and exits to the Work area (containment structure) so that the Work area is always isolated by at least one air lock when workers or equipment exit or enter. The change room, shower room and equipment room (decontamination unit) shall be serial and contiguous to the work area. Polyethylene barriers (air locks) between work area and equipment room (contaminated area) and serial arrangement of change room, shower room, and equipment room are described in 29 CFR 1926.1101.

Alternate techniques for isolating, sealing, covering, or removing asbestos may be recommended by the Abatement Trade Contractor. Alternate techniques shall be utilized only after approval is received from the Owner and/or their Environmental Consultant.

K. ABATEMENT ENCLOSURES:

Where a Full Enclosure (FE) is specified, a pressure differential containment with a minimum three stage decontamination facility concurrent with the containment will be constructed as outlined in these specifications prior to removal of asbestos materials or any other preparatory work which may involve disturbing the asbestos containing material. Where asbestos abatement is being performed to facilitate demolition, certain Full Enclosure construction requirements may be modified to expedite the Work. Modifications must be approved by the Owner and/or their Environmental Consultant and, in all cases, must comply with 29 CFR 1926.1101.

Where a Mini Enclosure (ME) is specified, a pressure differential containment with a minimum two stage decontamination facility concurrent with the containment will be constructed as outlined in these specifications prior to removal of asbestos materials or any other preparatory work which may involve disturbing the asbestos material. A shower facility shall be installed.

Where a Critical Barrier Enclosures (CBE) is specified, effective seals will be installed at all interior and exterior passageways, and all ventilation systems or other such airways connected to other parts of the building, (e.g. boiler rooms, mechanical rooms, tunnels, plenums, etc.). Critical barrier enclosures will be used for operations that include, but are not limited to, the removal of floor tile and transite.

All glove bag removal operations will be performed utilizing wet methods; see Sub-Section 02081.7, Asbestos Removal.

In the event that the work area and/or adjacent areas become contaminated due to work of the Abatement Trade Contractor, it will be the responsibility of the Abatement Trade Contractor to clean up the affected area to the satisfaction of the Environmental Consultant, at no extra cost to the owner.

L. ASBESTOS ABATEMENT REQUIREMENTS:

Asbestos Removal Work Procedures are described in the following specification Sections:

- Removal of Asbestos Containing Material (ACM)
- Disposal of Asbestos Contaminated Waste Material

M. General Requirements for Asbestos Abatement:

The use of common garden hose(s) and power washers for wetting material and/or cleaning are prohibited from all removal operations unless approval for their use is received, in writing, from the Owner and/or their Environmental Consultant. Approval is also contingent on acceptable liability waiver.

A minimum pressure drop of 0.02 inches of water head, when compared to atmospheric pressure outside the containment, will be maintained throughout the enclosed abatement process, regardless of the number of air exchanges specified.

If evidence of asbestos debris or contamination is found on any work surface in a designated work area, the Abatement Trade Contractor shall effectively clean and decontaminate the immediately affected area using a HEPA vacuum and appropriate encapsulation methods, prior to work area set-up or enclosure.

The Abatement Trade Contractor will adequately seal all power supply boxes and electrical equipment to isolate them from the wet work environment and it shall be the Abatement Trade Contractor's responsibility to plan for safe performance of work around these energized lines.

N. DECONTAMINATION REQUIREMENTS:

a. General Requirements for Decontamination

The walls of the dirty room (or equipment room) and clean room will consist of at least one (1) layer of 6-mil polyethylene.

The shower room will consist of a shower pan with a drain connected to a HEPA equipped filtering device that will be in operation at all times that the shower is being used. A showerhead with a water source connected to it at all times that abatement is in progress will be present in the shower room.

At least two layers of 6-mil polyethylene will be placed on the floor of the entire decontamination chamber where showers are used to prevent leakage of water from the showers. Two layers of 6-mil polyethylene will be permitted on mini-enclosure decontamination chambers.

One end of this construction will exit to the clean area outside the containment barrier walls. The other end of this construction will exit inside or at the containment barrier walls. All chambers will have partitions with air and watertight flaps made of 6-mil polyethylene or self-sealing doors. Doors will be constructed with two (2) layers of 6-mil polyethylene at the entrance to the clean room, the shower, the dirty room, and the work area. If self-sealing doors are used, a filtered make up air system must be incorporated into the construction of the containment for the purpose of providing air exchanges within the containment.

The use of remote decontamination facilities may be used for critical barrier enclosure activities, unless otherwise specified. Such decontamination facilities shall conform to all requirements of this section except that the decontamination unit does not have to exit inside or at the critical barrier enclosure barrier walls. In all cases, the use of decontamination facilities shall conform to the requirements of 29 CFR 1926.1101.

The dimensions of the decontamination chambers will be adequate for the number of workers assigned to the project.

Load-outs are to consist, at a minimum, of a two (2) chambered decontamination facility (unless otherwise specified in Section 01011, Site Specific Description of the Work) and will house a washroom connected to the containment followed by a clean room. The wash room will consist of a shower pan with a drain connected to a HEPA equipped filtering device that will be in operation at all times that the load-out is being used. A mister and/or showerhead shall also be present in the washroom at all times. An approved amended

water solution will be used at all times for washing off waste containers leaving the containment.

For full enclosure abatement, all workers, without exception, will change street clothes at designated areas (clean room) prior to the start of each day's work. Lockers or acceptable substitutes will be provided by the Abatement Trade Contractor for street and work clothes. After workers are properly dressed in protective gear, they will walk through the decontamination unit and into the work area.

At the end of the work shift, and any time a worker leaves the work area, he/she will decontaminate by removing all contaminated work clothes in the dirty room. The respirator will remain in use. He/she will then proceed to the showers and properly wash including shampooing his/her hair. Respirators will remain in use while showering and remain on until the respirator is clean of asbestos. The filters will then be removed and disposed of as asbestos waste and the respirator stored appropriately.

Workers will shower before breaks, lunch, and at the end of each work shift. The Abatement Trade Contractor will provide hot water, towels, soap, shampoo, and sanitary conditions. Failure to provide hot water, towels, soap, shampoo, and sanitary conditions will constitute adequate reason for Owner and/or their Environmental Consultant to issue a stop work order.

For critical barrier enclosures, workers will change street clothes in designated area prior to the start of each day's work as stated above except that, at the end of the work shift, and any time a worker leaves the work area, he/she will decontaminate by removing all contaminated work clothes in the work area entry airlock and don a clean suit before proceeding to the remote shower facility. Respirators will remain on and in use while changing suits and proceeding to the remote shower. Shower decontamination shall proceed as outlined above.

Adequate toilet facilities will be located outside of the work area and decontamination for this purpose will be employed. Where such facilities do not exist, the Abatement Trade contractor will provide portable service.

No eating or drinking is to take place within the regulated area. Prior to eating or drinking or using toilet facilities, workers will fully decontaminate by showering. A new coverall will then be donned upon reentering the work area.

Provide cascaded filter units on drain lines from showers or any other water source carrying RFQ-contaminated water from a work area. Units shall be equipped with disposable filter elements as indicated below. Connect so that discharged water passes through a primary filter and output of the primary filter passes through a secondary filter. Filter media shall meet the following minimum requirements:

Primary - captures 20 micron and smaller particles

Secondary - captures 5 micron and smaller particles

Filtered wastewater may be discharged to a sanitary sewer.

b. Decontamination Requirements for Glove Bag Removal

For all Class I work involving the removal of more than 25 linear feet of thermal system insulation, at minimum a decontamination unit shall be constructed that conforms to all requirements of Section 01010.13.1 of these specifications and 29 CFR 1926.1101.

O. WORKER SAFETY:

a. Worker Clothing

The Abatement Trade Contractor will provide worker clothing. Rips and tear in the coveralls will be promptly repaired, or the coveralls will be replaced.

The Abatement Trade Contractor will provide protective clothing for air sampling professional(s), inspection personnel, and authorized visitors.

Work clothing will consist of disposable full body coveralls, head covers, gloves, and rubber boots. The Abatement Trade Contractor will supply whatever additional safety gear is necessary to protect those people authorized to enter the work site, including eye protection. The only non-disposable clothing allowed in the containment will be limited to underwear, nylon swimwear, and rubber or plastic footwear.

No street shoes will be allowed in the containment. Workers footwear will remain inside the containment until completion of the job.

Any street clothing worn into the containment will not leave the containment unless placed in an impermeable container that is free of any contamination on the outside surface. The container will be decontaminated before leaving the containment area.

b. Respirators

The Abatement Trade Contractor will provide respiratory protection for worker(s).

At a minimum, full-face PAPR's shall be used for respiratory protection in all full enclosure containments, unless otherwise approved by the Environmental Consultant.

At a minimum, half-face negative pressure respirators may be used during glove bag removal operations.

Workers will continuously wear a respirator when in the work area. While wearing the respirator, no worker will pull the respirator away from his/her face to talk, smoke, eat, or drink. No worker will be permitted to wear a respirator without being clean-shaven.

Any person discovered without appropriate respiratory protection while in the work area shall be permanently removed from the project.

If negative pressure respirators are used, then a qualitative fit test for each employee engaged in this work must be documented. These fit tests must be completed in accordance with OSHA regulations. Two sanitized, fully operational Powered Air Purifying Respirators must be available at the work site for qualified and authorized visitors who may be required to enter the work site.

c. Emergency Planning

Emergency planning must be detailed in writing and posted in clear view at the job site. See Section 01010.18 Project Plan Submittals.

For non-life-threatening situations, employees injured or otherwise incapacitated will decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.

For life-threatening injury or illness, worker decontamination will take least priority after measures to stabilize the injured worker, remove him from the workplace, and secure proper medical treatment have taken place.

It shall be the sole responsibility of the Abatement Trade Contractor to take all necessary precautions and actions to protect his employees, sub-contractors, owner's representatives, consultants, government inspectors, general public, and the building and structure from exposure to asbestos.

The Abatement Trade Contractor shall conspicuously post a list of emergency phone numbers (including fire, police, ambulance, owner representative, Environmental Consultant, off-site Abatement Trade Contractor representative, etc.) and location of emergency phone outside all entrances to containment structures. It is the Abatement Trade Contractor's responsibility to notify all on-site abatement workers of the existence and location of these lists and the telephone(s) they are to use in emergencies. The Owner's facility telephones may be used only for life threatening emergencies.

The Abatement Trade Contractor shall provide adequate and necessary protection to isolate workers from electrical shock hazards.

The Abatement Trade Contractor shall provide a first-aid kit that will be readily accessible

to abatement crewmembers during all Work activities. The first-aid kit must meet MIOSHA Construction Safety Standards.

All scaffolding erected at the site will be in conformance with OSHA/MIOSHA scaffolding regulations (29 CFR 1910.28 and 1910.29). For Work above six feet, the Abatement Trade Contractor will provide and require the use of safety belts and lanyards. All ladders on site will conform to MIOSHA standards. **The Owner and/or their Environmental Consultant will rigorously enforce up to and including the issuance of a stop work order these requirements.**

The Abatement Trade Contractor and their on-site representative shall be aware of the signs and symptoms of heat stress (e.g. heat exhaustion, heat stroke) and shall be prepared to take appropriate corrective actions should any worker(s) exhibit these symptoms.

d. Hazard Communication:

The Abatement Trade Contractor shall provide the Owner and/or their Environmental Consultant separate copies of the Material Safety Data Sheets (MSDS) for all products used at the work site. The Abatement Trade Contractor shall conspicuously post a notice to the employees of the job-site location of the Abatement Trade Contractors MSDS file along with advice as to how the Abatement Trade Contractor's Hazard Communication Program is implemented.

P. AIR MONITORING:

Air monitoring shall be provided by the Owner's Environmental Consultant. The air monitoring protocol shall comply with the State of Michigan's – Asbestos Abatement Contractors Licensing Act (EXCERPT) Act 135 of 1986, Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101 "Asbestos Standard for Construction", and the Environmental Protection Agency (EPA), 40 CFR 763, the "Asbestos Hazard Emergency Response Act (AHERA)" and 40 CFR Subpart M, the "National Emission Standard for Hazardous Air Pollutants (NESHAP)."

a. Exposure Monitoring:

The Environmental Consultant will conduct all air sampling (**with the exception of OSHA personal monitoring**), which includes baseline, environmental, and clearance sampling, throughout all phases of the contract. Throughout the removal and cleaning operations, air monitoring will be conducted to ensure that the Abatement Trade Contractor is maintaining the enclosure system. The air monitoring technician and his equipment will be subject to the approval of the Owner.

Abatement operations shall cease and all employees shall decontaminate and leave the work area if for any reason the Environmental Consultant's air sampling equipment is disconnected, disturbed, or tampered with in any way.

The Abatement Trade Contractor must provide OSHA Air Sampling results to the Environmental Consultant within 24-hours of collection. The Abatement Trade Contractor must cooperate with the Environmental Consultant's on-site representative to ensure adequate representative exposure monitoring takes place.

Due to the sensitivity of the Phase Contrast Microscopy (PCM) sampling media/analysis, it is critical that fiberglass or other non-asbestos insulation remaining in the work area at the time of clearance sampling be adequately cleaned and/or sealed to prevent fiber release/debris contamination.

If any two sequential representative samples indicate asbestos air concentrations greater than clearance criteria, the Environmental Consultant will issue a stop work order. The stop work order shall be lifted when the affected areas are cleaned and the areas are proven to

have been lowered through improved engineering controls.

It is the Abatement Trade Contractor's sole responsibility to maintain adequate engineering controls in order to keep asbestos fiber counts within regulatory limits.

b. Barrier Monitoring

Throughout the abatement and cleaning operations, air sampling will be conducted to ensure that the Contractor is complying with all codes, regulations, and ordinances. Barrier samples will be considered elevated when a sample exceeds 0.01 fibers/cc on two consecutive occasions or if the barrier sample exceeds 0.05 fibers/cc on any occasion.

c. Post Abatement PCM Clearance Testing

Post Abatement PCM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor at the completion of lock down activities and a drying period. Acceptable clearance testing results will be considered 0.01 f/cc.

It will be in the judgment of the Owner's Representative as to when Post Abatement PCM Clearance Samples will be collected. All Post Abatement PCM Clearance Samples will be analyzed on-site. PCM Clearance Samples may not be collected on the same day as visual inspection and lockdown.

When the work site has become completely dry, the Owner's Environmental Consultant shall collect at least five, post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). Five samples shall be taken in the abatement site. A minimum of 1,200 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, the cleaning and measurement operations will be repeated until the area is in compliance.

d. Post Abatement TEM Clearance Testing (optional)

Post Abatement TEM Clearance Samples will be collected, analyzed on an as needed basis to confirm ambiguous PCM clearance testing results. Acceptable TEM clearance testing results will be considered when the average number of asbestos structures on samples inside the abatement area is no greater than 70 s/mm² of the filter.

It will be in the judgment of the Owner's Environmental Consultant as to when Post Abatement TEM Clearance Samples will be collected. The Owner will not authorize any turn-around time of less than twenty-four (24) hours. The Contractor may request turn-around times of less than twenty-four hours and incur any additional costs.

When the work site has become completely dry, the Owner's Environmental Consultant shall collect at least ten post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). At least five samples shall be taken in the abatement site; and five samples shall be taken at locations representative of air entering the abatement site. A minimum of 1,200 liters per air sample and a maximum of 1,800 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of an average of 70 s/mm², and/or if the Z-Test analysis in accordance with AHERA does not pass, the cleaning and measurement operations will be repeated until the area is in compliance. Performing the Z-Test analysis is solely at the discretion of the Owner/Owner's Consultant.

Q. STOP WORK ORDERS:

If, at any time, the Owner and/or their Environmental Consultant decide that work practices are violating contract specifications or endangering workers, the on-site Abatement Trade Contractor's representative shall be immediately notified and all removal operations are to cease until corrective action is taken.

The Abatement Trade Contractor will cooperate fully with the Owner and/or their Environmental Consultant.

No additional time will be added to the work schedule completion date following a stop

work order.

R. TRANSPORT AND STORAGE OF ASBESTOS WASTE:

The Abatement Trade Contractor will decontaminate and dispose of all asbestos and asbestos contaminated waste, as described in section 02084, Disposal of Asbestos Waste Material, generated during each work shift to a dumpster which will be locked and located in a pre-designated area, or to the Abatement Trade Contractor's vehicle for transport off-site at the end of each shift.

No asbestos material waste can be stored in the work area. Waste must be containerized, removed from the work area and transported to the dumpster or waste transport vehicle by the end of each work shift.

Dumpsters or vehicles, which are used to store ASBESTOS, ASBESTOS contaminated waste or equipment must be securely locked at all times, except during supervised loading or unloading. The Abatement Trade Contractor's representative must remain at the dumpster or vehicle at all times it is unlocked. There will be no exception to this policy.

Dumpsters, which remain on site and/or waste transport vehicles, must be labeled and bannered

S. PROJECT WORK PLAN SUBMITTALS:

Project submittals are specified in Exhibit A. Part 4 Work Plan Development and Exhibit A, Section S, parts a through k.

Submittals are a discrete and essential part of the work.

The Abatement Trade Contractor must visit the site and assure themselves that the details required in the Work Plan are thoroughly considered and that the Work Plan accurately represents the methods and system components the Abatement Trade Contractor will actually use in the course of performing his/her work.

The Abatement Trade Contractor shall make any revisions to the work plans necessary to facilitate the Owner's ongoing operations without increase in cost to the Owner.

a. Pre-Work Plan Submittals:

The Owner and/or their Environmental Consultant may consider alternative work plans submitted by the Abatement Trade Contractor that differ from these plans and specifications. Any variations shall not result in submittal delays and/or project delays. Any additional cost associated with approved alternative project plans shall be incurred by the Abatement Trade Contractor.

Work plan submittals shall be received by the Owner and/or their Environmental Consultant and approved prior to allowance of project start.

In a bound work plan, submit an orderly and legible description of the project(s) based on the following:

b. Description of The Work Area, Plans.

Building name and work area location(s) within the building. Refer to room numbers and names as they are enumerated within the specification.

c. Abatement Trade Contractor's work schedule.

- i. Includes mobilization set up, removal, cleanup, clearances, sub-contractor work, etc. and number of personnel and other resource utilization to be used for each phase of work for each work area.
- ii. The schedule is to reflect a day-by-day planned progress schedule including weekends. No holiday work will be performed.
- iii. The schedule is to reflect an adequate amount of time for cleanup activities prior to encapsulation and clearance sampling.

- iv. Work shift(s) planned and length. Include start times.

d. Preparation of the work area.

- i. Describe how containment is to be constructed and materials to be used such as tape, spray glue, lumber, etc.
- ii. Describe make up air system and include layout and description of all physical components in each regulated area.
- iii. Location of AFD's, make-up air, and calculations showing how number of AFD's was determined. Air exchange calculations are to assume an airflow volume per minute of 75% of each AFD operating. A **minimum of four- (4) air exchanges per-hour is required**, unless otherwise indicated in Section 01011, Site-specific Description of the Work.
- iv. Water and electrical supply hook-up and back-ups.
- v. Layout and construction of load-out chamber if utilized.
- vi. Describe how mechanical and electrical equipment is to be protected.
- vii. Name of licensed tradesmen/firms to be used for mechanical/electrical work, if utilized.

e. Abatement methods.

- i. Describe in detail, methods to be utilized including but not limited to: hand scrubbing, scraping, use of pressurized spray units, gross removal, stripping of layers (i.e., drywall, paneling, etc.).
- ii. Explain how the accumulation of asbestos waste, water, etc. will be controlled during the course of the project.

f. Materials.

- i. Submit product characteristic and performance data and Safety Data Sheets for each encapsulant, wetting agent, sealant, encapsulant, solvent, etc. proposed for use on the work site.

g. Procedures for handling and disposing of waste materials.

- i. Explain procedure for removing asbestos waste from the containment.
- ii. Copy of state or local license and insurance certificates for waste hauler.
- iii. Name and address of landfill(s) where asbestos waste material is to be buried. Include contact person and telephone number.

h. Emergency Planning Procedures/Health and Safety Plan (HASP).

- i. Emergency egress locations. Include drawings.
- ii. Quantity, type, and location of fire extinguishers.
- iii. Personnel in charge of emergency situations and their qualifications (Red Cross or CPR training, etc.)
- iv. A contingency plan for the possibility of negative air filtration device(s) losing power.
- v. A contingency plan for the possibility of contamination occurring outside the containment as a result of abatement activities.
- vi. A contingency plan for the possibility of a fire and/or explosion occurring inside and/or outside the containment.
- vii. A contingency plan for the possibility of an injury or illness including the hospital or care facility to which the individuals(s) will be transported.
- viii. Location of first-aid station and method of communication (cellular phone, etc.) if available.

i. Notification:

- i. provide a copy of the initial notification

i. All Employees.

All training, certification, documentation of medical surveillance, fit test data, employee release forms, and other pertinent requirements must be submitted to the Owner and/or their Environmental Consultant before their participation will be allowed in, on, and/or around any active work area.

k. During Work Submittals:

- i. Manifest. Submit within ten (10) days of disposal all waste manifests showing generator, location, Number of bags/containers, approximate volume, and date. Also submit landfill receipts.
- ii. New Employees. All training, certification, documentation of medical surveillance, fit test data, employee release forms, and other pertinent requirements must be submitted to the Owner and/or their Environmental Consultant before their participation will be allowed in, on, and/or around any active work area.
- iii. Provide any updates to the Project Notification.

PART 2. PRODUCTS

GENERAL:

All products must meet the approval of the Owner and/or their Environmental Consultant prior to use. See Section 02081.4.2.

PART 3 EXECUTION (Not Applicable)

6. Specific Description of the Work – Asbestos/Hazardous Materials Abatement

PART 1 GENERAL

A. RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other owner requirements, apply to work of this section.

B. PROJECT/WORK IDENTIFICATION:

General

Project Name: Joe Louis Arena – Asbestos/Hazardous Materials Abatement

a. Description of Work:

The Tables included in this section represent the scope of work of the specification includes the following information:

i. Work Area.

This describes the actual room or work area scheduled for asbestos abatement.
The bid document is broken down into

Third Floor Asbestos Abatement (70,000 ft² drywall ceiling), Fourth Floor Asbestos Abatement (70,000 ft² drywall ceiling), Miscellaneous Asbestos Abatement (All asbestos containing and assumed asbestos containing materials except the 3rd floor ceiling, the 4th floor ceiling and the exterior perimeter wall abatement disassembly.), Miscellaneous Hazardous Material Abatement (the suspected Hazardous Material Inventory), and the Exterior Perimeter Wall Abatement/Disassembly (160,000 ft²).

ii. Quantity

Estimate of the material quantity present in a specific work area. **QUANTITIES LISTED ARE APPROXIMATE AND MUST BE VERIFIED BY THE BIDDERS.** The awarded contractor must verify acceptance of the quantities as listed.

A combination of enclosure methods is to be used on this project.

C. SITE-SPECIFIC SCHEDULED ASBESTOS ABATEMENT:

Work Areas, materials, estimated quantities and removal methods are delineated as

follows:

TABLE 1: CONFIRMED AND ASSUMED ABESTOS CONTAINING MATERIALS

Site: 19 Steve Yzerman Drive, Detroit, Michigan 48226 Survey Date(s): 3/27/2018 to 6/26/18

Material Description	Material Location	F/NF ¹	EPA NESHAP Category ^{1, 2}	OSHA Class Designation ³	Estimated Quantity
Brown 12" x 12" Marble and Mortar Bed	Not Sampled 3 rd Floor Suites	NF	Cat II NF	Class II	~154 SF
Brown 18" x 18" Marble and Mortar Bed	Not Sampled 3 rd Floor Suites	NF	Cat II NF	Class II	~196 SF
Boiler Flat Gasket Material	Boiler Room	NF	Cat II NF	Class II	7 SF
Heat Converter Tank Insulation	Boiler Room	F	RACM	Class I	50 SF
Fire Door's	Not Sampled - Assumed Positive ⁴	NF	Cat I NF	Class II	30
Adhesive Behind Mirrors	Not Sampled - Assumed Positive	NF	Cat II NF	Class II	350 SF
Counter Top Glue Pod's	Not Sampled - Assumed Positive 4 th Floor Suite Level	NF	Cat II NF	Class II	315 SF
Black Sink Undercoating	A - Suite 73 B - Suite 13 C - Suite 27	NF	Cat II NF	Class II	5 sinks ~10 SF
Layer 1 - Red Fire Stop Layer 2 - Insulation (White) on 4 th Floor Ceiling/Drywall as a Patch Layer 3 - Drywall 3 rd and 4 th Floor Drywall Ceilings	A - 4 th FL Ceiling Near AHU 6, B and C - 1 st FL Boiler Rm D-F - 3 rd FL Suite 75 and 76	Layer 1 - NF, Layer 2 - F Layer 3 - F	NA/ RACM/ NA	NA/ Class I/ NA	140,000 SF ⁵
Exterior Perimeter Wall Insulation Samples A-C, Material One - Perlite And Material Two - Paper Baffle; Samples D-F, Material Three - Fireproofing Material	A-C - 2nd FL South Entrance, D-F - 5 th FL North Elevator Lobby ¹¹	NF	Cat II NF	Class II	160,000 SF (surface area quantity of whole panels)
Roof Flashing	Roof	NF	Cat II NF	Class II	4,500 SF

1 F = Friable ; NF = Non-friable

2 NESHAP Category - Regulated ACM (RACM), Cat I NF=Category I Non-Friable ACM, Cat II NF= Category II Non-Friable ACM; NA = Not Applicable

3 OSHA/EPA Class Definitions:

Class I asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.

Class II asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

Class IV asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

4 Tagged Standard Size Fire Doors were only found in certain areas; a majority of the doors throughout the arena were not tagged.

5 Based on a decision made by the Environmental Affairs, the entire 4th Floor ceiling/ 5th Floor deck and 3rd Floor ceiling is assumed to contain asbestos; the quantity reflects this assumption. The 4th floor ceiling is approximately 70,000 square feet in size; the 3rd Floor ceiling is also approximately 70,000 square feet in size.

Table 2: Suspected HAZARDOUS MATERIALS Inventory
 Site: 19 Steve Yzerman Drive, Detroit, Michigan 48226; Survey Date(s): 3/27/2018 to 6/26/18

Inspection Item	Constituent of Concern	Size/Quantity	Notes:
Elevator Hoists	PCB containing Hydraulic Fluid	5	Includes four elevators and the Scoreboard Hoist
Air Conditioners	CFC / HCFC	12	Includes 10 HVAC Units in the Catwalk areas, the boiler room chiller unit for the ice surface and various cooling units throughout
Batteries	Lead	112	As Emergency Lights (throughout) and Battery Backups to the Hoist System on 5 th Floor
Exit Signs	Mercury / H-3	117	Throughout
Transformers	Lead	20	Throughout
Stove Hoods Fire Extinguishing Systems	potassium carbonate, potassium acetate-based, wet chemical	2	In Kitchen Areas of the 1 st Floor and 4 th Floor
Light Ballasts	PCB	1350	Includes ballasts associated with Florescent Lights and a 50 Gallon Barrel in the 1 st Floor Transformer room filled with ballasts
Miscellaneous Items (Glue, Solvents, Cleaners, etc.)	Varied	2	CO ₂ Tanks in Large Refrigerated Room West of South Ice Surface Entrance
Paint Cans	Lead/Asbestos	5	5 Gallon Cans of Roof Sealant; paint storage room locked and inaccessible
Refrigerators	CFC / HCFC	32	Includes refrigerators and ice machines
Roof Vents	Lead	11	Approximately 2 SF per vent cover of elemental lead sheeting
Florescent Bulbs	Mercury	2500	Throughout
Spot Lights	Halogen, Metal Halide	250	Concourse, Catwalk Level, Exterior
Coolant Tanks	CFC/HCFC	10	Boiler Room

a. Specific Requirements of the Site:

- i. The Abatement Trade Contractor is responsible for locking out and sealing all mechanical systems that supply air to or return air from the work area(s).
- ii. Transport of asbestos and non-asbestos packaged waste generated from the Work and the Owner or environmental consultant will determine location of roll-off container or truck.
- iii. The Abatement Trade Contractor and his/her employees shall store all equipment and supplies in areas designated by the building Owner or designee.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

7. Project Closeout – Asbestos/Hazardous Materials Abatement

PART 1 - GENERAL

A. RELATED DOCUMENTS

Drawings, general provisions of Contract, including the City's Service Agreement, and other owner requirements, apply to work of this Section.

B. SUMMARY

This Section specifies administrative and procedural requirements for project closeout,

including but not limited to:

- Inspection procedures.
- Project record document submittal.
- Final cleaning.

C. VISUAL INSPECTION PROCEDURES:

On receipt of a request for inspection, the Environmental Consultant will proceed with inspection and advise the Abatement Trade Contractor of necessary requirements to achieve successful visual inspection. The Environmental Consultant will advise the Abatement Trade Contractor of work or items that must be completed or corrected before the certificate will be issued.

Results of the completed inspection will form the basis of requirements for final acceptance.

D. FINAL ACCEPTANCE

a. First Reinspection Procedure:

The Abatement Trade Contractor, and the Owner and/or their Environmental Consultant will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, have been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner and/or their Environmental Consultant.

Upon completion of reinspection(s), the Owner and/or their Environmental Consultant will prepare a Certificate of Final Acceptance, or advise the Abatement Trade Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.

If necessary, reinspection(s) will be repeated at the expense of the Abatement Trade Contractor as soon as the Owner and/or their Environmental Consultant representatives can be scheduled to reinspect the work area(s).

E. FINAL CLEANING

General:

General cleaning during construction is required by the General Conditions.

a. Cleaning.

This section not applicable.

b. Removal of Protection:

Remove temporary protection and facilities installed for protection of the work during construction.

F. REPAIRS:

This section not applicable.

G. COMPLIANCE:

Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

PART2 PRODUCTS (Not Applicable)

PART3 EXECUTION (Not Applicable)

8. Project Decontamination – Asbestos/Hazardous Materials Abatement

PART 1 - GENERAL

A. RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other owner requirements, apply to work of this section.

B. DESCRIPTION OF REQUIREMENTS:

a. General:

Decontamination of the Work Area following asbestos abatement.

If the asbestos being abated is undamaged, the decontamination procedure is a one-step procedure involving cleaning of the Primary Barrier plastic to remove contamination, thus preventing contamination of the building when the Work Area isolation barriers are removed.

Operation of the pressure differential system is used during cleaning to remove airborne asbestos generated by the abatement work.

C. RELATED WORK SPECIFIED ELSEWHERE:

a. Removal of Gross Debris:

Removal of gross debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:

Section 5. Summary of Work - Abatement

b. Work Area Clearance:

Clearance air testing and other requirements, which must be met before release of Abatement Trade Contractor and re-occupancy of the work area, are specified in Section 5, P. c. Post Abatement PCM Clearance Testing.

PART2 PRODUCTS (Not Applicable)

PART3 EXECUTION (Not Applicable)

D. WORK TO BE PERFORMED:

Work of this section includes:

The decontamination of air in the Work Area which has been, or may have been, contaminated by ASBESTOS generated during abatement activities, or which may previously have had elevated levels due to asbestos materials existing in the space.

The cleaning, decontamination, and removal of temporary barriers installed prior to abatement work, including:

- Primary and critical Barriers.
- Decontamination Unit.
- Pressure Differential System.

The cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

G. START OF DECONTAMINATION WORK:

a. Previous Work:

During completion of the asbestos abatement work specified in other sections, the secondary barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

b. Start of Work:

Work of this section begins with the cleaning of the Primary Barrier. At start of work, the following will be in place:

- i. Primary Barrier: A minimum of two layers of polyethylene sheeting on floor and one layer on walls.
- ii. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
- iii. Critical Barrier Sheeting: Over ventilation openings, doorways, connectors, and other openings.
- iv. Decontamination Units: For personnel and equipment in operating condition.
- v. Pressure Differential System: In operation.

H. CLEANING:

Carry out a cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filter equipped vacuum. (Note: A HEPA vacuum may fail if used with wet material.) **Do not perform dry dusting or dry sweeping.** Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

Remove All Filters in the Facility's Air Handling System(s) and dispose of as asbestos waste in accordance with requirements of this specification. This requirement shall be enforced rigorously.

a. Removal of Primary Barriers:

Following cleaning, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:

- i. Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
- ii. Critical Barrier Sheeting: Cover lighting fixtures and clocks, ventilation openings, doorways, connectors, speakers, and other openings.
- iii. Decontamination Unit: For personnel, in operating condition.
- iv. Pressure Differential System: **Maintain in continuous operation until clearance criteria is attained and permission of the Owner and/or their Environmental Consultant is given.**

I. VISUAL INSPECTION:

a. After Cleaning:

Abatement Trade Contractor, upon completion of all abatement and cleaning, shall perform with the Owner and/or their Environmental Consultant a Complete Visual Inspection of the entire Work Area including; all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certificate, by the Owner and/or their Environmental Consultant.

The visual inspection will not be conducted when wet conditions exist in the work area. A successful visual inspection is necessary prior to "lock down".

b. Temporary Lighting:

Abatement Trade Contractor must provide adequate lighting on all surfaces in the areas to be subjected to visual inspection. Visual inspections will not be performed in poorly lit work areas until such time that adequate lighting is provided as described above, by the Abatement Trade Contractor.

c. Lifts:

The Abatement Trade Contractor must provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow physical contact to all surfaces.

J. ENCAPSULATION:

Encapsulation in all full and mini enclosures must be performed with airless spray equipment. Before encapsulation, check and change, if necessary, Air Filtration Device (AFD) filters and continue to run the AFD'S.

a. Encapsulation of Substrate:

Maintain Pressure Differential System in operation during encapsulation work and leave running for a period of time necessary to allow encapsulant to dry, unless otherwise authorized by Project Manager.

In no case are AFD's to be turned off until successful air clearance, as specified in section 01714, Work Area Clearance, is achieved in the work area, as measured and reported by the Environmental Consultant.

K. FINAL CLEARANCE AIR SAMPLING:

a. Post Abatement PCM Clearance Testing

Post Abatement PCM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor at the completion of lock down activities and a drying period. Acceptable clearance testing results will be considered 0.01 f/cc. It will be in the judgment of the Owner's Representative as to when Post Abatement PCM Clearance Samples will be collected. All Post Abatement PCM Clearance Samples will be analyzed on-site. PCM Clearance Samples may not be collected on the same day as visual inspection and lockdown.

When the work site has become completely dry, the Owner's Consultant shall collect at least five post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). Five samples shall be taken in the abatement site. A minimum of 1,200 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, the cleaning and measurement operations will be repeated until the area is in compliance.

b. Post Abatement TEM Clearance Testing (optional)

Post Abatement TEM Clearance Samples will be collected, analyzed on an as needed basis to confirm ambiguous PCM clearance testing results. Acceptable TEM clearance testing results will be considered when the average number of asbestos structures on samples inside the abatement area is no greater than 70 s/mm² of the filter.

It will be in the judgment of the Owner's Environmental Consultant as to when Post Abatement TEM Clearance Samples will be collected. The Owner will not authorize any turn-around time of less than twenty-four (24) hours. The Contractor may request turn-around times of less than twenty-four hours and incur any additional costs.

When the work site has become completely dry, the Owner's Environmental Consultant shall collect at least ten post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). At least five samples shall be taken in the abatement site; and five samples shall be taken at locations representative of air entering the abatement site. A minimum

of 1,200 liters per air sample and a maximum of 1,800 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of an average of 70 s/mm², and/or if the Z-Test analysis in accordance with AHERA does not pass, the cleaning and measurement operations will be repeated until the area is in compliance. Performing the Z-Test analysis is solely at the discretion of the Owner/Owner's Consultant.

L. REMOVAL OF WORK AREA ISOLATION:

After all requirements of this section and Section, Work Area Clearance have been met:

- Decontaminate, shut down and remove the Pressure Differential System. Remove and dispose of all equipment HEPA filters. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6-mil polyethylene sheet and duct tape to form a tight seal at intake and exhaust before removal from Work Area.
- Thoroughly decontaminate, sanitize and then remove Personnel Decontamination Unit.
- Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection.
- If significant quantities of residual material are found, as determined solely by the Environmental Consultant, then the entire area affected shall be decontaminated as specified in Section, Cleaning & Decontamination Procedures.
- Remove all equipment, materials, and debris from the work site.
- Dispose of all asbestos waste material as specified in Section, Disposal of Asbestos Waste Material.

M. ABATEMENT TRADE CONTRACTOR RELEASE AND FINAL COMPLETION:

Work of the Abatement Trade Contractor shall not be considered complete until all visible asbestos/Hazardous Material debris is removed and the entire work area is cleaned and decontaminated and all punch list items have been addressed. **Abatement Trade Contractor shall guarantee and warranty that all asbestos/hazardous materials and visible debris within a defined work area shall have been legally removed and disposed of, for a period of ninety (90) days from the date of project close out.**

9. Cleaning and Decontamination Procedures

PART 1 - GENERAL

A. RELATED DOCUMENTS:

Drawings, general provisions of Contract, including the City's Service Agreement, and other Owner requirements, apply to work of this section.

B. RELATED WORK SPECIFIED ELSEWHERE:

Work Area Clearance:

Specified in Section 5, P, Post Abatement Work Area Clearance.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

B. GENERAL:

Provide all personal protection as required by these specifications titled "Worker Safety" before start of work of this section.

In several work areas where glove bag and/or critical barrier enclosure removal is employed, and cleaning of the total functional area is not specified, additional cleaning of

the immediate work area may be necessary to achieve successful aggressive clearance sampling. Polyethylene barriers may also need to be installed in select locations to effectively isolate the immediate work site from the rest of the functional area, so as to minimize the disturbance of miscellaneous dust from the surrounding environment. The Environmental Consultant shall provide direction to the Abatement Trade Contractor site supervisor where this will be required. This additional cleaning and polyethylene barrier installation shall be performed as directed by the Environmental Consultant without additional cost to the Owner.

C. WET CLEANING:

Accomplish wet cleaning during decontamination with paper towels, disposable rags or equivalent.

D. CLEANUP OF WORK AREAS:

Work of this Section is limited to the cleanup of the work area following successful clearance monitoring.

Clean work areas of asbestos debris and decontaminate the area involved using the following sequence:

- Locate and operate at least one HEPA equipped air filtration unit within the work area and exhaust outside of the work area.
- Adequately wet any visible asbestos/asbestos contaminated debris.
- Pick up all large pieces of asbestos/asbestos contaminated debris and place in the bottom of a six-mil polyethylene disposal bag conforming to the requirements of Section 02084, Disposal of Asbestos Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
- Remove all remaining visible debris with HEPA vacuum.
- HEPA vacuum, wet wipe, and remove all suspect ASBESTOS/ASBESTOS CONTAMINATED attached to ladders and/or any tools used and pass out of the work area.
- HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor-to-attachment height. Vacuum the floor in parallel passes with each pass overlapping the previous by one-half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.

E. CLEANING AND DECONTAMINATING OBJECTS

F. Cleaning of Objects Prior to Construction of Containment:

- This section applies only to visible contamination. HEPA vacuum all surfaces of object and immediate area before moving the object. Pick up object, if possible, and HEPA vacuum all surfaces.
- Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- Return object to its original location or stage for removal from the area.

G. Decontamination of Objects Prior to Removal from Containments:

- HEPA vacuum all surfaces of the object(s).
- Wash, rinse, and/or wet wipe surfaces of the object(s) with an approved solution and remove from the containment.

- If object(s) are to be salvaged or disposed of as non-asbestos waste then no visible debris is to be present on the surfaces of the object(s).
- H. DECONTAMINATION OF ROOMS:
 Work of this Section is limited to the cleanup of spaces which have been contaminated by asbestos migration, or which have been contaminated by gross debris.
- Shut down all ventilation into space.
 - Seal entry to Work Area with 6-mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.
 - Locate and operate at least one HEPA equipped air filtration unit within the work area and exhaust outside of the work area.
 - HEPA vacuum visible debris/contamination.
 - At completion of Decontamination Work, workers are to decontaminate in accordance with section, Decontamination Requirements.
 - Secure area from occupancy until air monitoring results per Section, Work Area Clearance indicate area is safe for re-occupancy.

10. Work Area Clearance

PART 1 - GENERAL

A. RELATED DOCUMENTS:

Drawings, general provisions of Contract, including the City's Service Agreement, and other Owner requirements, apply to work of this Section.

- Visual Inspection: required as a prerequisite of clearance air sampling, is set forth in this specification.
- Air Monitoring: performed by the Environmental Consultant prior to, during, and after abatement work as specified.

B. SUMMARY

The Owner will provide air monitoring services and sampling required by these specifications. (The Abatement Trade Contractor is responsible for assuring that personal air monitoring is conducted in accordance with OSHA and/or the Contractor's Company requirements.)

This Section sets forth maximum required post-abatement airborne asbestos fiber concentrations in the Work Area and describes testing procedures the Environmental Consultant will use to measure these levels.

C. CONTRACTOR RELEASE CRITERIA:

The asbestos abatement work area is cleared when the Work area is visually clean and airborne asbestos concentrations have been reduced to the level specified herein

D. VISUAL INSPECTION:

Work of this Section will not begin until the visual inspection described in Section 8-Project Decontamination – Asbestos/Hazardous Materials Abatement, is complete and has been certified by the Owner and/or their Environmental Consultant.

E. AIR MONITORING:

To determine if the abatement operations have been successful and fiber concentrations are at the specified level, the Environmental Consultant will secure samples and analyze them according to the following procedures:

a. Post Abatement PCM Clearance Testing

Post Abatement PCM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor at the completion of lock down activities and a drying period. Acceptable clearance testing results will be considered 0.01 f/cc. It will be in the judgment of the Owner's Representative as to when Post Abatement PCM Clearance Samples will be collected. All Post Abatement PCM Clearance Samples will be analyzed on-site. PCM Clearance Samples may not be collected on the same day as visual inspection and lockdown.

When the work site has become completely dry, the Owner's Consultant shall collect at least five post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). Five samples shall be taken in the abatement site. A minimum of 1,200 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, the cleaning and measurement operations will be repeated until the area is in compliance.

b. Post Abatement TEM Clearance Testing (optional)

Post Abatement TEM Clearance Samples will be collected, analyzed on an as needed basis to confirm ambiguous PCM clearance testing results. Acceptable TEM clearance testing results will be considered when the average number of asbestos structures on samples inside the abatement area is no greater than 70 s/mm² of the filter.

It will be in the judgment of the Owner's Representative as to when Post Abatement TEM Clearance Samples will be collected. The Owner will not authorize any turn-around time of less than twenty-four (24) hours. The Contractor may request turn-around times of less than twenty-four hours and incur any additional costs.

When the work site has become completely dry, the Owner's Consultant shall collect at least ten post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). At least five samples shall be taken in the abatement site; and five samples shall be taken at locations representative of air entering the abatement site. A minimum of 1,200 liters per air sample and a maximum of 1,800 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of an average of 70 s/mm², and/or if the Z-Test analysis in accordance with AHERA does not pass, the cleaning and measurement operations will be repeated until the area is in compliance. Performing the Z-Test analysis is solely at the discretion of the Owner/Owner's Consultant.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

11. Removal of Asbestos Materials

PART I - GENERAL

A. RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Owner requirements, apply to work of this section, as well as, EPA – Water Damage and Clean Up Guides.

B. RELATED WORK SPECIFIED ELSEWHERE:

Installation of Critical and Primary Barriers, and Work Area Isolation Procedures are set forth in Exhibit A., Part 5 Summary of the Work, J. Preparation of Work Areas for Asbestos Removal.

Project Decontamination procedures after removal of the Secondary Barrier are specified in Exhibit A, Part 8. Project Decontamination – Asbestos/Hazardous Materials Abatement.

Disposal of asbestos waste is specified in Exhibit A, Part 12. Disposal of Asbestos Waste Material.

C. SUBMITTALS:

Project submittals are specified in Exhibit A. Part 4, Work Plan Development and Exhibit A, Section S, parts a through k.

PART 2 - PRODUCTS

A. PRODUCTS:

a. Polyethylene Sheet:

Polyethylene sheeting shall be the largest sheet size possible to minimize seams.

All polyethylene sheeting shall have a thickness no less than that specified within these specifications.

Polyethylene will be flame resistant and conform to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films.

A single polyethylene film in the largest sheet size possible to minimize seams, six mil thick as indicated, clear, frosted, or black as indicated.

b. Duct Tape:

Provide duct tape with an adhesive, which is formulated to stick tenaciously to sheet polyethylene.

No non-waterproof tape may be used for attaching plastic sheets or for sealing areas of potential leakage. At a minimum a high-quality duct tape or equivalent will be used for this purpose.

c. Spray Adhesive:

Provide spray adhesive in aerosol cans, which, is specifically formulated to stick tenaciously to sheet polyethylene. Where spray adhesive is utilized on walls not scheduled for demolition (all outside/perimeter walls) the Contractor shall be responsible for cleaning the spray adhesive residue to accommodate resurfacing of the wall(s), (i.e., painting, wall paper installation, etc.).

d. Vacuums:

All vacuums are to be equipped with HEPA filters.

e. Disposal Bags:

Provide 6 mil thick leak-tight polyethylene bags labeled as required by Section 02084, Disposal of Asbestos Containing Waste Material.

f. Fiberboard Drums:

Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.

g. Paper Board Boxes:

Provide heavy-duty corrugated paperboard boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.

PART 3 - EXECUTION

A. WORKER PROTECTION:

Before beginning work with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

B. NON-ASBESTOS REMOVAL:

It is the responsibility of the Abatement Trade Contractor to abate only contaminated materials. If the Abatement Trade Contractor elects to remove sections of non-asbestos material beyond what is defined in these specifications the Abatement Trade Contractor shall be responsible for all labor and disposal costs.

12. Disposal of Asbestos Waste Material

SECTION 02084 - DISPOSAL OF ASBESTOS WASTE MATERIAL

PART 1 - GENERAL

02084.1 RELATED DOCUMENTS:

Drawings, general provisions of Contract, including the City's Service Agreement, and other Owner requirements, apply to work of this section.

02084.2 DESCRIPTION OF THE WORK:

This section describes the disposal of Asbestos Materials (ASBESTOS/ASBESTOS CONTAMINATED). Disposal includes packaging of asbestos waste materials.

02084.3 SUBMITTALS:

Project submittals are specified in Section, Site-Specific Description of Work.

PART 2 - PRODUCTS:

02084.4 DISPOSAL BAGS:

Provide 6 mil thick leak-tight polyethylene bags.

02084.5 PART 3 - EXECUTION

Comply with worker safety procedures as outlined in these specifications Section, Worker Safety, during all phases of this work.

02084.6 GENERAL DISPOSAL REQUIREMENTS:

All waste is to be hauled by an insured (see General Requirements) waste hauler with all required licenses to Type II Landfill approved for asbestos disposal. Abatement Trade Contractor is responsible to assure and guarantee that all state and local rules and regulations are fulfilled.

Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:

Two six mil disposal bags or,

Two six mil disposal bags and a fiberboard drum or box or,

Sealed steel drum with no bag. Documentation is required from the landfill operator, prior to use of this method, that waste containerized in this manner will be accepted for disposal.

Protect interior of truck or dumpster with Critical and Primary Barriers.

Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to ensure that no unauthorized persons have access to the material.

Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or locked dumpster.

Do not transport waste materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

At disposal site unload containerized waste:

At an approved Type II landfill/disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for re-bagging. Clean entire truck and contents using procedures set forth in Section, Project Decontamination.

At a processing site, truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags, including broken ones, will be transferred. Clean truck, using procedures set forth in Section Project Decontamination.

Retain receipts from landfill or processor for materials disposed of.

13. Hazardous Material Remediation

PART 1 GENERAL

A. REFERENCES

- a. Occupational Safety and Health Administration (OSHA) Standards. Title 29, Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 1926).
- b. United States Environmental Protection Agency, "Standard Operating Safety Guides", November, 1984.
- c. National Emission Standards for Hazardous Air Pollutants, 40 CFR 61, Asbestos Removal.
- d. Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, As Amended (ACT 451); Effective December 16, 2004.

B. DESCRIPTION

- a. There are several areas of concern. There is an asbestos concern with asbestos containing materials found in the building. There is a further concern with the potentially hazardous materials (i.e., paint cans, cleaners and other substances in the structure that require special handling prior to disposal. The Contractor is to provide controls and measures for the prevention personal exposures to Contractor employees and building occupants and to water and air pollution and the protection of natural resources during the execution of work included in this Contract. Environmental protection shall include but not be limited to measures for personnel protection, occupant protection, spill control and contingency and dust control.
- b. The Contractor will control operations to provide environmental protection in conformance with local, state, and Federal permits, licenses, and regulations.
- c. The Contractor is required to certify that the Subcontractor's employees are properly trained (e.g., 40Hour OSHA HAZWOPER Training) to perform the work required by this Contract.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION

A. INSPECTIONS

- B. Pre-demolition walk-through: Before building demolition, all interested Contractors will be offered a visual site visit of the structures to be demolished. The purpose of this inspection is to determine the completion of work.
- c. Identify all utilities such as electrical, gas, sewers or water supply that may have to be disconnected or rerouted prior to any structure disassembly. The disconnection of said utilities are not to interfere with operations of adjacent structures not within the scope of demolitions.
- d. Prior to razing any structure, an inspection shall be performed to identify and quantify any existing hazardous materials as well as determine if any material requires to be preserved, protected or special handling.

B. PROTECTION

- a. The Abatement Trade Contractor shall be responsible for any damage to existing or remaining equipment and furnishings (scheduled for resale) housed therein which are due directly or indirectly to the abatement operations. Every precaution shall be taken to prevent injuries to people and damage streets, curbs or sidewalks adjacent to the site of work and replace at their own

expense.

b. Ensure safety of persons around the area of abatement.

c. Personal Training: Abatement Trade Contractor shall submit (1) declaration certifying that all of the Contractor's employees have been adequately trained (OSHA's 29 CFR 1910.120 40-hour HAZWOPER field training and 8-hour refresher courses); and (2) a photocopy of training certificates for each employee from their respective training agency or organization. When certified or other formal worker training is required by state or local agencies, Contractor may submit a photocopy of the employee's Asbestos Worker Certification card in lieu of training certificates.

d. Respirators: Submit the manufacturer's certification that the respirators to be used in this project comply with government agency requirements. Contractor's certifications for each employee must clearly state that each employee has been fit tested and properly trained for respirators.

e. Medical Examinations: The Contractor must demonstrate compliance with this requirement along with all other applicable requirements in 29 CFR 1910.120.

C. HAZARDOUS MATERIAL ABATEMENT

a. Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Asbestos-Containing Material, Asbestos-Containing Construction Material and Asbestos-Containing Waste Material), and equipment necessary for Asbestos Abatement activities.

b. Safety Compliance: The Contractor shall comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of Asbestos Waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting any work. Where the requirements of this Specification and referenced documents vary, the most stringent requirement shall apply.

c. Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.58, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site

d. Area monitoring shall be performed and air sampling will be conducted during the removal of the asbestos materials in the structure.

e. Personal Monitoring and other monitoring, which are required by law, or considered necessary by the Contractor for Worker protection shall be the responsibility of the Contractor.

f. Notifications and submittals

- 1 Permits: Acquire all necessary permits from the appropriate regulatory agencies.
- 2 Waste Transportation: Identify the method of transport of asbestos waste, including the name, address, EPA ID number, and telephone number of the Transporter(s).
- 3 Asbestos Plan: Submit a detailed plan of the work procedures to be used in the removal, repair, clean up or encapsulation of materials containing asbestos. Such a plan shall include:

- i. Location of asbestos work areas.
 - ii. Layout and construction details of Decontamination Enclosure Systems.
 - iii. Project schedule including important milestones, critical paths and interface of trades involved in the work.
 - iv. Personal air monitoring procedures.
 - v. Detailed description of the method to be employed in order to control pollution, including negative air equipment calculations.
 - vi. Names of Superintendent, Foremen, Project Manager and other key personnel, and their daytime and emergency telephone numbers
 - vii. Security Plan including sketches necessary to clearly describe the plan.
 - viii. Emergency evacuation plan for injured workers, compressor failure, fire and other emergencies.
 - ix. Fire-watch Plan including any sketches necessary to clearly describe the plan.
- g. Equipment Certification: Submit at Preconstruction Meeting manufacturers' certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.
- h. Rental Equipment: When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment.
- i. Notifications: Contact the appropriate government agencies, as necessary and appropriate for the work involved; in writing by certified/registered mail or overnight mail service, postmarked or delivered at least ten (10) days prior to project commencement.:
- j. As necessary, Provide proof of Subcontractor's License from the State of Michigan.
- k. Certification: Naming the manufacturer of the respirator equipment, include certification of compliance with Occupational Safety and Health Administration, Environmental Protection Agency, and all other pertinent regulatory agencies. Include testing reports (previous and current) and the rated capacity of each type of equipment used.
- D. MISCELLANEOUS MATERIALS**
- a. Disposal of existing potentially hazardous materials as identified in Table 2- Suspected Hazardous Material Inventory (i.e., paint cans, cleaners and other substances) and miscellaneous debris scattered in the buildings and on the around the site need to properly handled for consolidation, characterization, packing and transporting prior to disposal.
- E. SPILL CONTROL AND CONTINGENCY**
- a. Immediately following decontamination activities collect and containerize the decontamination water and sediments and clean the decontamination pad.
 - b. Immediately notify the Contractor and the Environmental Consultant of any hazardous material spills.
 - c. Store all hazardous wastes in approved containers properly labeled to

identify the type of waste and the date the container was filled. Handle, transport, and dispose of hazardous waste materials in accordance with state and federal regulations.

d. Soils and waste materials that are generated as part of a spill cleanup will be collected, containerized, sampled and analyzed, transported, and disposed by the Subcontractor at no additional expense to the Owner.

e. Contractor shall perform any spill control/contingency work in accordance with the approved Spill Control and Contingency Plan.

E. DUST CONTROL

a. At a minimum, control dust as necessary to protect worker and public health and safety. Keep dust down at all times, including during non-working periods. Use water as a dust suppressant on soil in areas disturbed by operations at the site. Contractor shall provide a watering truck and a pressure spray hose at a minimum.

b. At the Environmental Consultant's direction apply additional dust suppression to areas where visible dust is generated.

c. The Contractor is required to perform air monitoring for dust during the execution of work. Refer to Section, "Dust Control" for additional requirements.

F. CLEANUP

a. Upon completion of the construction operations, remove all temporary facilities or structures, such as staging and decontamination pads, and restore all disturbed areas as shown on the drawings.

b. On a frequent basis, remove and dispose of all rubbish, garbage, decontamination water, and sediments and leave the site clear of debris related to Subcontractor's activities.

14. Definitions.

- a. Asbestos-containing Building Material (ACBM). Means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- b. Asbestos-containing Material (ACM). Any material containing greater than 1% asbestos by weight.
- c. Acoustical Insulation. The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- d. Acoustical Tile. A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- e. The Asbestos Hazard Emergency Response Act (AHERA). Environmental Protection Agency (EPA), 40 CFR 763, Asbestos-Containing Materials in Schools.
- f. Air Monitor. An industrial hygienist or other qualified individual who collects air samples and monitors the asbestos abatement worksite.

- g. Air Monitoring. The process of measuring the airborne fiber concentration of a specific quantity of air over a given amount of time.
- h. Asbestos. Any of a group of commercially mined minerals that tend to break into fibers. The regulated asbestos minerals are the serpentine mineral chrysotile and the asbestiform varieties of the amphibole minerals grunerite (amosite), riebeckite (crocidilite), tremolite, actinolite and anthophyllite. Amphibole minerals occur in both the regulated, asbestiform varieties and the non-regulated, non-asbestiform varieties. The fibers are resistant to high temperatures, have high tensile strength, and in some cases can be woven into cloth.
- i. Asbestos Abatement. The encapsulation, enclosure, removal or repair of an asbestos containing material.
- j. Asbestos Cement. A hard product that contains approx. 15% asbestos fibers which can be any of the three main types.
- k. Asbestos-related Demolition. The razing of all or a portion of a structure which contains friable ACM or other ACM which may become friable when cut, crushed, ground, abraded, pulverized, or burned.
- l. Authorized Representative. The organization/entity authorized by the Owner to manage the survey and inspection of sites targeted for demolition. Under the City of Detroit Demolition Program, the Detroit Building Authority is the Authorized Representative.
- m. Category I Non-friable ACM. Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
- n. Category II Non-friable ACM. Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined by using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- o. Cementitious. A material that is typically a densely packed granular matrix of sand and limestone and is typically considered, non-friable.
- p. CFR – The Code of Federal Regulations
- q. CHMM – Certified Hazardous Materials Manager
- r. CIH – Certified Industrial Hygienist. An industrial hygienist who has been granted certification by the American Board of Industrial Hygiene.

- s. Demolition. The wrecking, razing, or removal of any structure or load-supporting structural item of any structure, including any related material handling operations.
- t. Environmental Successful Vendor (“Successful Vendor”). Any person (including partnership, firm, association, corporation, sole proprietorship, or other private business concern) who is contracted to provide professional health and safety services relating to asbestos-containing construction materials and other hazardous/regulated materials. The activities of a Successful Vendor may include site survey and inspection, abatement project design, contract administration, sample collection, preparation of asbestos management plans, post –abatement verification, clearance monitoring, and supervision of site surveillance technicians.
- u. First Positive Stop (FPS) Sample Analysis. A bulk sample direction given to the laboratory by the Environmental Successful Vendor to instruct the laboratory to stop analyzing multiple samples of the same material after the first sample comes back positive for asbestos.
- v. Friable. Any material that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non–friable material after such previously non–friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.
- w. Friable ACM. Any material containing more that 1 percent asbestos as determined using Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- x. Functional Space. A room or group of rooms (including attics, basement, or crawl spaces) designated by the Environmental Successful Vendor for the purposes of efficiently locating asbestos– containing or other hazardous/regulated materials on a site.
- y. Hazardous Waste Operations and Emergency Response (HAZWOPER). A set of guidelines produced and maintained by the Occupational Safety and Health Administration which regulates hazardous waste operations and emergency services in the United States and its territories.
- z. Homogeneous Area. An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.
- aa. Heating, Ventilation, and Air Conditioning (HVAC). System usually found in large business and industry facilities.
- bb. Inspector. An individual who is trained and licensed by the appropriate local,

state or federal Department to identify and assess the condition of ACM. Inspectors shall perform their duties in accordance with the techniques, knowledge, training and responsibilities outlined in the appropriate OSHA and EPA regulations.

- cc. Management Planner. An individual who is trained and licensed in and by the State where the work is taking place to assess the hazard of materials containing asbestos, to determine the appropriate response actions and to write management plans.
- dd. Michigan Occupational Safety and Health Administration (MIOSHA). A state government agency that regulates workplace safety and health in the State of Michigan.
- ee. NESHAP – The National Emission Standard for Hazardous Air Pollutants (NESHAP). 40 CFR 61, Subpart M-National Emission Standard for Asbestos.
- ff. The National Institute for Occupational Safety and Health (NIOSH).
- gg. Non-friable ACM. Any material containing more than 1 percent asbestos as determined using Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- hh. Natural Resources and Environmental Protection Act (NREPA). Public Act 451 of 1994, an act to protect the environment and natural resources of the State of Michigan.
- ii. National Voluntary Laboratory Accreditation Program (NVLAP). A Federal program run by the National Institute of Standards and Technology that provides third-party accreditation to laboratories in the U.S.
- jj. the Occupational Health and Safety Administration (OSHA).
- kk. Owner or Operator of a Demolition Activity. Any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both. For the City of Detroit Demolition Program, the Owner is either the City of Detroit or the Detroit Land Bank Authority.
- ll. Resource Conservation and Recovery Act (RCRA). The principal federal law in the United States governing the disposal of solid waste and hazardous waste.
- mm. Regulated Asbestos-containing Material (RACM). Means (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of

demolition or renovation operations which are subject to federal regulations.

- nn. Structure or Structural Item. Roofs, walls, ceilings, floors, structural supports, pipes, ducts, fittings and fixtures that have been installed as an integral part of any structure.
- oo. Toxic Substances Control Act (TSCA). A United States law, passed by the United States Congress in 1976 and administered by the United States Environmental Protection Agency, that regulates the introduction of new or already existing chemicals.

End of Section

EXHIBIT B
FACILITY ASBESTOS/HAZARDOUS MATERIALS ABATEMENT SERVICES
To Be Incorporated based on the accepted Proposal

(SEE ATTACHED FULL PROPOSAL)

BID FORM

DATE: July 26, 2018 (Revised October 8, 2018)

PROJECT: Joe Louis Arena Asbestos/Hazardous Material Abatement Services

Name of Bidder: _____

Name of Business: **Homrich** _____

Business Address: **65 Cadillac Square, Ste 2701, Detroit, MI 48226** _____

Business Phone/Fax Number; email address: **313.962.2589/313.846.4001; toml@homrich.com** _____

The Bidder, in compliance with the Advertisement to Bid for providing Asbestos/Hazardous Material Abatement Services, at the Joe Louis Arena, having examined the Contract Documents and the Project Manual and Bidding Documents and all other related documents and being familiar with the site of the proposed project including availability of materials and labor and weather conditions, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, provide all services, and to perform all work in the bid stated in accordance with the contract documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this bid category under the contract documents.

After the bids are received, tabulated and evaluated by the project Team, and the apparent lowest bidder has been determined, said bidder agrees to meet immediately with the Owner, Environmental Consultant, and General Contractor. For purposes of this meeting, the bidder agrees to provide post bid information.

Bidder, if awarded a contract, agrees to commence work upon receipt of a written Agreement and to fully complete their work in accordance with and to conform to the agreed upon milestone activity dates and durations set forth in the Bidding Documents and subsequent construction schedule established by the General Contractor.

BID FORM

Bids for Asbestos/Hazardous Material Abatement Services at the Joe Louis Arena are requested as follows (show amounts in both words and figures. In case of discrepancy, amount shown in words will govern):

PART A

Lump Sum Base Bid

Furnish all labor, materials, equipment and services necessary for and incidental to the above-named project as directed in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section – Insurance Requirements. Work areas include all work as described herein.

<u>Material/Service Description</u>	<u>Number of Days to Complete Work Item</u>	<u>Bid Amount</u>
Third Floor Asbestos Abatement (64,000 ft ² drywall ceiling)	<u>11</u>	<u>\$ 750,000.00</u> Seven Hundred Fifty Thousand Dollars
Third Floor Suites and Press Box Asbestos Abatement (6,000 ft ² drywall ceiling)	<u>2</u>	<u>\$ 45,000.00</u> Forty Five Thousand Dollars
Removal of 9 ft ² of ceiling in 8 locations Of the Third Floor Ceiling in the Seating Areas between the suites (4 per side)	<u>2</u>	<u>\$ 75,000.00</u> Seventy Five Thousand Dollars
Fourth Floor Asbestos Abatement (87,000 ft ² drywall ceiling includes blue ceiling on Fourth floor)	<u>17</u>	<u>\$ 1,433,000.00</u> One Million Four Hundred Thirty Three Thousand Dollars
Miscellaneous Asbestos Abatement (all items in Table 1 of the assessment report Not including the 3 rd and 4 th floor drywall and The exterior perimeter wall).	<u>5</u>	<u>\$ 62,000.00</u> Sixty Two Thousand Dollars
Miscellaneous Hazardous Material Abatement (items listed in Table 2 of assessment report)	<u>10</u>	<u>\$ 113,000.00</u> One Hundred Thirteen Thousand Dollars
Exterior Perimeter Wall Abatement/Disassembly (206,000 SF (surface area quantity of whole panels includes 2 nd layer on East 43,000 SF and the Pedestrian Bridge 3,000 SF)	<u>42</u>	<u>\$ 1,005,000.00</u> One Million Five Thousand Dollars

TOTAL LUMP SUM BASE BID

Three Million Four Hundred Eighty Three Thousand & No/100 Dollars **\$ 3,483,000.00**

Amount included for performance and payment bonds **\$ 27,500.00**

Required Submittal Checklist

- | | | |
|--|-----------|-----------------|
| 1. Bid Bond/Cashier's Check: @ Interview | _____ (√) | Amount \$ _____ |
| 1. Performance Bond/Payment Bond: | _____ | Amount \$ _____ |
| 2. Contractor License | _____ | _____ |
| 3. Authorized Personnel Qualifications | _____ | _____ |
| 4. Proof of Required Insurance | _____ | _____ |
| 5. Assigned/Dedicated Personnel/Qualifications | _____ | _____ |
| 6. Subcontractor Designation (s)/Qualifications | _____ | _____ |
| 7. Site Safety and Loss Program Documentation | _____ | _____ |
| 8. Schedule, Phasing and Work plan Documentation | _____ | _____ |

SCHEDULE:

Homrich
65 Cadillac Sq., Ste. 2701
Detroit, MI 48226

Refer to Project submittals in Exhibit A. Part 4, page 22, Work Plan Development and Exhibit A, Section S, parts a through k on page 35.

PART B

PART 1

UNIT PRICE SCHEDULE:

Furnish all labor, materials, equipment and services necessary for and incidental to the above-named project as directed in the Contract Documents. All applicable taxes and bond costs are to be included in the Unit Prices. Unit prices shall be utilized in the event additional removal work and/or deletions of work are included at the Owner's/Environmental Consultant's discretion.

ASBESTOS/ASBESTOS Contamination Removal Unit Prices:

12"x12" Floor Tile/Mastic Removal, Per Square Foot: (includes materials, labor and disposal)	\$ 3.00
9"x9" Floor Tile/Mastic Removal, Per Square Foot: (includes materials, labor and disposal)	\$ 3.00
Straight Pipe Insulation Removal Per Linear Foot: (includes materials, labor, and disposal)	
Pipe Diameter of < 6"	\$ 15.00
Pipe Diameter of 6" to 12"	\$ 20.00
Pipe Diameter of > 12"	\$ 30.00
Pipe Fitting Insulation Removal Per Each Fitting: (includes materials, labor, and disposal of elbows, valves, T's, etc.)	
Pipe Diameter of < 6"	\$ 25.00
Pipe Diameter of 6" to 12"	\$ 35.00
Pipe Diameter of > 12"	\$ 45.00
Cementitious Panel Removal, per square foot: (includes materials, labor and disposal)	\$ 4.50
Fire Door Removal, per door: (includes materials, labor and disposal)	\$ 200.00
Vapor Barrier, per square foot: (includes materials, labor and disposal) \$	\$ 4.50
Duct Insulation Removal, per square foot: (includes materials, labor and disposal) \$	\$ 30.00

HVAC Fabric (vibration dampener cloth) Removal, per square foot: (includes materials, labor and disposal)	\$ 50.00 _____
Mixer Box Insulation, per square foot: (includes materials, labor and disposal)	\$ 30.00 _____
Spray Applied Insulation Removal, per square foot: (includes materials, labor and disposal)	\$ 30.00 _____
Decorative Surfacing Material, per square foot: (includes materials, labor and disposal)	\$ 30.00 _____
Tank Insulation Removal, per square foot: (includes materials, labor and disposal)	\$ 25.00 _____
Sink Undercoating Insulation, Removal, per sink: (includes materials, labor and disposal)	\$ 150.00 _____
Paper Baffle Insulation Removal, per square foot: (includes materials, labor and disposal)	\$ 20.00 _____
2' X 4' Suspended Grid System demolition, per square foot: (includes materials, labor and disposal)	\$ 4.50 _____
Ceiling Demolition including suspended/systems, per square foot: (including materials, labor and disposal)	\$ 7.50 _____
- 1'X 1'Glue-on (including substrate)	\$ 5.50 _____
- 1'X 1'Suspended spline	\$ 7.50 _____
- 2'X 4'Suspended lay-in	\$ 3.50 _____
- 2'X 4'Suspended lay-in	\$ 3.50 _____
- 2'X 2'Suspended lay-in	\$ 3.50 _____
- Plaster Walls/Ceilings	\$ 15.00 _____
Exterior Perimeter Panel Removal, per square foot (includes materials, labor and disposal)	\$ 4.20 _____
Carpet Removal, per square foot (including materials, labor and disposal)	\$ 3.00 _____
Floor Tile/Linoleum, per square foot (including materials, labor and disposal)	\$ 2.50 _____

Boiler Gasket Material, per square foot
(including materials, labor and disposal) \$ 25.00

Heat Converter Tank Insulation, per square foot
(including materials, labor and disposal) \$ 25.00

Roof Flashing per square foot
(including materials, labor and disposal) \$ 10.00

Remobilize to continue work on additional items,
in the event that the scheduled work is interrupted: \$ 7,500.00

Non-ACM Demolition Unit Prices

Concrete wall Demolition per square foot:
(includes materials, labor and disposal) \$ 26.25

2' X 4' Suspended Grid System demolition, per square foot:
(includes materials, labor and disposal) \$ 2.50

Ceiling Demolition including suspended/systems, per square foot:
(including materials, labor and disposal) \$ 6.50

- 1'X 1'Glue-on (including substrate) \$ 3.00

- 1'X 1'Suspended spline \$ 4.50

- 2'X 4'Suspended lay-in \$ 2.00

- 2'X 2'Suspended lay-in \$ 2.00

- Plaster Walls/Ceilings \$ 7.50

Carpet Removal, per square foot
(including materials, labor and disposal) \$ 2.00

Floor Tile/Linoleum, per square foot
(including materials, labor and disposal) \$ 2.00

Hazardous Material Removal Unit Prices:

Fluorescent Light Ballast, Removal, Per Ballast:
(includes materials, labor and disposal) \$ 15.00

Fluorescent Light Removal, Per (four) 4-foot Bulb:
(includes materials, labor and disposal) \$ 5.00

Mercury Thermostat Switch Removal, Per Switch:
(includes materials, labor and disposal) \$ 50.00

Lead Sheeting Removal, Per Square Foot: (includes materials, labor and disposal)	\$ 5.00
Lead Based Paint Removal, Per Square Foot: (includes materials, labor and disposal)	\$ 5.00
Batteries, Per Battery: (includes materials, labor and disposal)	\$ 25.00
Elevator Hoist Removal, Per Hoist: (includes materials, labor and disposal)	\$ 5,800.00
Stove Hood, Per Square Hood Extinguisher System: (includes materials, labor and disposal)	\$ 1,000.00
Transformer Removal, Per Transformer : (includes materials, labor and disposal)	\$ 10,000.00

PART 2
LIST OF SUBCONTRACTORS

1. Subcontractor Business Name and Address: Fast Decks
1113 Decker Road, Walled Lake, MI 48390

Work to be performed: Scaffolding

License: _____

2. Subcontractor Business Name and Address: N/A

Work to be performed: _____

License: _____

3. Subcontractor Business Name and Address: N/A

Work to be performed: _____

License: _____

4. Subcontractor Business Name and Address: N/A

Work to be performed: _____

License: _____

PART 3

LIST FIVE PREVIOUS PROJECTS OF A SIMILAR SCOPE AND NATURE

The Contractor shall submit a list of a minimum of five (5), previous ASBESTOS/ASBESTOS contamination abatement, demolition projects successfully completed within the last two years by the Bidder along with the Owner's name, address, and telephone number. Failure to submit this information shall be reason for rejection of the bid.

1. Owner: Michigan Dept. of Transportation Phone: 313.596.0509

Contract Amount: \$20.6 Million

Start Date/Completion Date: July 2017 / On-going

Arch./Engr.: MDOT Phone: 313.596.0509

Description of Work: Demo and removal of commercial bldgs., out buildings, fences and backfilling and site restoration @ 15 parcels at the proposed Gordie Howe International Bridge Plaza and I-75 interchange area

2. Owner: Pryamid Development / Turner Const. Phone: 313.596.0509 (Turner)

Contract Amount: \$8 Million

Start Date/Completion Date: 04.24.17 / 07.2018

Arch./Engr.: Kraemer Design Phone: 313.965.3399

Description of Work: Abatement and Demolition (Selective) for 321 W Lafayette
(former Free Press Building)

1208 Woodward LLC/
3. Owner: Barton Malow Company Phone: 248.388.0183 (Barton Malow)

Contract Amount: \$3.5 Million

Start Date/Completion Date: 12.4.2017 / On-going

Arch./Engr.: SME, Inc. Phone: 734.454.9900

Description of Work: Hudson's Site Redevelopment

PART 3

LIST FIVE PREVIOUS PROJECTS OF A SIMILAR SCOPE AND NATURE

The Contractor shall submit a list of a minimum of five (5), previous ASBESTOS/ASBESTOS contamination abatement, demolition projects successfully completed within the last two years by the Bidder along with the Owner's name, address, and telephone number. Failure to submit this information shall be reason for rejection of the bid.

1. Owner: State of Michigan Phone: 248.669.5140 (AKT)

Contract Amount: \$2.7 Million

Start Date/Completion Date: 5.2016 / 9.2017

Arch./Engr.: ATC Group Phone: 248.669.5140

Description of Work: Hazardous material abatement, UST removal, Demolition and Site Restoration

2. Owner: Detroit Land Bank Phone: 313.261.9910

Contract Amount: \$21 Million

Start Date/Completion Date: 2014 / On-going

Arch./Engr.: _____ Phone: _____

Description of Work: Abatement, Demolition and Site Restoration of ~1,200 Commercial and Residential Structures

3. Owner: _____ Phone: _____

Contract Amount: _____

Start Date/Completion Date: _____

Arch./Engr.: _____ Phone: _____

Description of Work: _____

PART 4

Regulatory/Litigation Work Status

A statement shall be prepared to include:

- A record of any citations or violations issued by any regulatory agency or consultant concerning performance on abatement projects in the last five (5) years. For each such occurrence, briefly describe the circumstance, citing the project, businesses involved, and type of citation/violation, agency involved and resolution. **None**
- A list of all occasions in the last five (5) years in which the bidding firm has been issued a Stop Work Order due to negligence or non-compliance with ASBESTOS/ASBESTOS contamination abatement or related project Specifications. Briefly describe the circumstances and the outcome of each occurrence, including liquidated damages, overruns in scheduled time limitation and resolutions. **None**
- A description of all situations in the last five (5) years in which an ASBESTOS/ASBESTOS contamination-related contract has been terminated, specifying project, dates and reasons for termination. **None**
- A Listing of any ASBESTOS/ASBESTOS contamination-related litigation or arbitration in the last five (5) years in which the Bidder (or any of its' employees proposed for work on this project) has participated or is currently involved arising out of performance on an ASBESTOS/ASBESTOS contamination-related contract. Include descriptions of role, issue, and resolution to date including any liquidated damages assessed. **None**

Homrich has not encountered any of the above.

If awarded a contract, bidder's surety will be **Fidelity & Deposit Co. of Maryland**

The following documents must accompany the bid. Please indicate their inclusion by checking the boxes:

- Forms required ("DBA Forms")
- Bidder qualification forms required by Section 1.3, 2.1A **Previously Submitted**
- Unit prices
- OSHA Form 200 – 200S **OSHA 300 - 300A**
- Bid security (to be delivered by bidders invited to interview; at time of interview)

The undersigned agrees to the provisions of the Bidding and Contract documents and hereby affixes authorized signature(s) representing (check one):

An individual doing business as:

A partnership

A corporation

Signature(s):  Scott I Homrich

Title: CEO

Witness:  Pamela J Gross

Title: Administrative Assist., Estimating

Name of firm: **Homrich**

Business address: **65 Cadillac Square, Ste 2701, Detroit, MI 48226**

Telephone no.: (313) 962.2589

Facsimile no.: (313) 846.4001

Email Address: scotth@homrich.com

END OF BID FOR

HOMRICH

November 5, 2018

Donna Rice
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

Re: Interview Response: 18TT2289.2
Asbestos/Hazardous Materials Abatement Price Proposal
Joe Louis Arena

Dear Ms. Rice,

Per your request, our formal value engineering option for award of both the abatement and demolition contracts is as follows:

Homrich will provide a credit of three hundred thousand dollars (\$300,000.00) from the abatement base bid value if awarded the contract for the demolition. If Homrich is not successful in the demolition contract, a time extension of three (3) weeks will be required. This time extension is based on being notified whether or not Homrich is the successful demolition bidder by December 14th, 2018.

The Right of Entry Agreement with COBO Convention Center has been reviewed and is agreeable to Homrich. Homrich will coordinate with COBO staff to ensure proper evacuation routes from the building. Homrich can provide temporary fencing panels to demarcate construction zones and allow safe egress from the building. Homrich has not included protected pedestrian walkways, i.e. scaffolded and covered pedestrian walk path.

For questions or additional information, please contact Tom Lantagne at 734-654-9800, ext. 81.

Sincerely,



Tom Lantagne
Estimator
Homrich

HOMRICH

October 26, 2018

Donna Rice
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

Re: Interview Response: 18TT2289.2
Asbestos/Hazardous Materials Abatement Price Proposal
Joe Louis Arena

Dear Ms. Rice,

Following our post bid review several action items were requested. Please see below for responses and clarifications. Also attached to this response are the documents requested; current EMR letter, resume for Superintendent John Maranian, and Michigan Asbestos Certifications.

The amount included for bond costs, listed as \$27,500.00 on the bid form, is included in the in the base bid amount of \$3,483,000.00.

Addenda #1 was issued during the request for qualification of this bid process and was acknowledged in BidSync system. Please see revised bid form reflecting this.

Some concern was voiced regarding our duration of ceiling removal, specifically the fourth floor. The duration of seventeen days is the crew days directly attributable to that work. Seventeen days is not representative of the total duration needed to complete the work as there are activities needed to be completed in preparation. Please refer to the schedule that was included in Exhibit A of our RFQ.

Homrich plans to utilize a security service during off site hours for security of the building. Fencing and gates will also be utilized on the site to aid in securing the site while occupied by our workforce.

Homrich will work toward the target 51% Detroit Residents to comply with Executive Order 2016-1. Hiring will be based on training/certifications and union affiliation.

HOMRICH

Homrich will make a good faith effort to utilize Detroit based businesses and disadvantaged business enterprises during the performance of project. The following contractors are being proposed to utilize for this project. No formal agreements have been entered as they are dependent on award of contract.

- Gipson Trucking
- Haynes Trucking
- EKS Service
- Pembroke Security
- JJ Curran Crane

For questions or additional information, please contact Tom Lantagne at 734-654-9800, ext. 81.

Sincerely,



Tom Lantagne
Estimator
Homrich

EXHIBIT C
INVOICE FORMAT – RATES - METHOD OF PAYMENT

The DBA shall issue payment to the Contractor for the proper performance of Services required hereunder after receipt of an acceptable application for payment from Contractor.

1. The Contractor will review all Applications for payment. An advance copy of the application for payment for each month shall be submitted to the DBA by the Contractor on or about the 25th day of the prior month. This advance copy will be reviewed by the Contractor and the DBA on or about the 27th day of the prior month for their information only. The monthly application for payment will be submitted by the Contractor on or about the first day of the month in which payment will be due. The Project Architect /Engineer will certify to the DBA the amounts to be paid pursuant to the final application for payment within ten (10) days of receipt of same. Such amount as the Contractor may certify for payment shall be payable by the DBA following the submission of the final application for payment by the Contractor. Notwithstanding anything herein to the contrary, all such payments for each Phase, or designated portion thereof, if any, shall be subject to a retainage of ten (10%) percent until such time as the Work for such Phase shall be fifty (50%) percent complete, after which, no additional retainage will be taken out. However, a retainage of 10% may be continued on all additional payments if the DBA reasonably determines that the Contractor is not making satisfactory progress towards substantial completion of the Work for any other reason relating to the Contractor's performance under the Contract Documents. There shall be no retainage of the professional fee and general conditions items. Pursuant to Act No. 524 of the Michigan Public Acts of 1980, all disputes regarding the DBA's right to retain funds as herein described shall at the option of the DBA be submitted to an agent, as that term is defined in the aforementioned Public Act, for resolution. All retained funds held by the DBA shall be deposited with a regulated financial institution in the State of Michigan in a separate interest bearing account; however, the DBA is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a State or Federal grant and the retained funds have not been paid to the DBA.
2. In taking action on the applications for payment, the Contractor shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to have approved the Work on behalf of the DBA or represent to have made audits of the supporting data, exhaustive or continuous on-site inspections or examination to ascertain how or for what purposes the Contractor has expended funds previously paid pursuant to the Contract Documents.
3. Final payment, constituting the entire unpaid balance of the cost of the Work and the fixed professional fee shall be paid by the DBA to the Contractor within sixty (60) days after the final completion date for the Work, unless otherwise stipulated in the certificate of substantial completion. If, on the substantial completion date, there should remain minor items to be completed as identified by the Contractor and reviewed and approved by the Contractor the Contractor shall deliver, in writing, its unconditional promise to complete such items within a reasonable time thereafter. The DBA may retain a sum equal to 110% of the estimated cost of completing any unfinished items as determined by the Contractor. Thereafter, the DBA shall pay to the Contractor, monthly, the amount retained for such incomplete items as each of said items is completed based upon an application for payment in accordance herewith.
4. The Contractor shall submit to the DBA and Contractor with each application for payment its sworn statement that the Work covered by the application for payment has been completed,

and such information and documents relating to the Work and payment therefor as the DBA shall request. Except for final payment on the Project, unconditional waivers of lien from the Contractor and each Subcontractor shall be obtained and submitted to the DBA by the Contractor no later than fifteen (15) days after payment is made.

5. Retainages held by the DBA relating to any portion of the Work as the DBA in its sole discretion may determine may be released upon the written recommendation of the Contractor.
6. If the Work is suspended for more than three (3) months or abandoned through no fault or negligence of the Contractor, the Contractor shall be paid the fixed professional fee for that portion of the Work performed and approved prior to such suspension or abandonment of the Work, together with the Cost of the Work then due. If the Work is resumed after being suspended for more than three months, the cost of the project, fixed professional fee, the substantial completion and/or final completion date may be adjusted.
7. If construction of the Project has started and is delayed by reason of: (i) any act or neglect of the DBA; (ii) by any separate Contractor employed by the DBA; (iii) by changes in the Work; (iv) by labor disputes, fire, unusual delay in transportation, adverse weather conditions or unavoidable casualties provided that such events are not reasonably anticipatable by the Contractor; or (v) by delay authorized by the DBA pending litigation or arbitration; then in any of such events the DBA may extend the Substantial Completion Date and/or the Final Completion Date to the extent of any such delay. The DBA shall reimburse the Contractor for increases in the cost of the Work directly attributable to the delay, and an appropriate adjustment may be made to the fixed professional fee to reflect the increased costs resulting from such delays; provided, however, that any such delay materially affects the substantial completion or final completion dates, the cost of the Work, and/or the fixed professional fee, as the case may be. Upon direction by the DBA, the Contractor shall reduce the size of its Project staff after a thirty (30) day delay, or sooner if requested by the DBA, for the remainder of the delay period.
8. If the Contractor concludes that: (a) any Work ordered to be completed as Work by the Contractor, is extra Work and not Work required under this Agreement, (c) any determination or order of the DBA violates the terms and provisions of this Agreement, the Contractor shall promptly notify the DBA in writing of its contentions with respect thereto and request a final determination thereof.
9. Such determination of the Contractor shall be given in writing to the Contractor. If the Contractor determines that the Work in question is extra Work and not Work, or the determination or order complained of requires performance by the Contractor beyond that required by the Construction Documents or violates the terms and provisions of the Agreement, thereupon the Contractor shall cause either (a) the issuance of a written order by the DBA covering the extra Work, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by or so as not to be in violation of the terms and provisions of the Agreement.
10. If the Contractor determines that the Work in question is Work required under this Agreement and not extra Work, or that the determination or order complained of does not require performance by the Contractor beyond that required by this Agreement or that the Work in question does not violate the terms and provisions of the Agreement, the Contractor will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to

preserve its right to claim compensation for such Work or damages resulting from such compliance, the Contractor must, within ten (10) days after receiving the Contractor's determination and direction, notify the Contractor in writing that the Work is being performed, or that the determination and direction is being complied with under protest.

11. If the Contractor fails to so appeal to the Contractor for a determination or, having so appealed, should the Contractor thus fail to notify the Contractor in writing of its protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefor. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this Section.
12. If the Contractor shall claim to be sustaining damages by reason of any acts or omissions of the DBA, its officers, or employees, the Contractor shall within five (5) days after such acts or omissions occur, notify the DBA in writing with a copy to the Contractor, except that if the claim is of a continuing character and the notice of claim is not given within the five (5) days of its commencement, the claim will be considered only for a period commencing two (2) days prior to the receipt by the DBA of the notice thereof. Within ten (10) days after the date of notification, or within such additional time as may be granted in writing by the Contractor upon the Contractor's written request therefor, the Contractor shall submit to the Contractor verified detailed statements of the damages sustained together with documented evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.
13. In addition to the foregoing statements, the Contractor shall, upon notice from the DBA, produce for examination at the Contractor's office, for the representatives of the DBA all books of record, showing all acts and transactions in connection with or relating to or arising by reason of this Agreement. At such examination, a duly authorized representative of the Contractor may be present
14. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, the DBA shall be released from all claims arising under, relating to, or by reason of this Agreement, except for the sums certified by the DBA to be due under the provisions of this Agreement. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the DBA or City to recover any sum in excess of the sums certified by the DBA to be due under or by reason of this Agreement, the Contractor must allege in its complaint and prove, at trial, compliance with the provisions of this Section
15. In connection with the examination provided for herein, the DBA, upon demand therefor, will also produce for inspection by the Contractor, such records as the DBA may have with respect to such disputed Work or Work performed under protest pursuant to order of the DBA, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS

Contractor and any Subcontractors shall, at its own expense, secure and deliver to the DBA, and shall keep in force at all times during the Term of this Agreement, the following minimum insurance policies ("Minimum Insurance Requirements"):

- (a) Commercial General Liability insurance with combined single limits of \$1,000,000 per occurrence and with a minimum aggregate of \$2,000,000.

Coverage shall be written on an occurrence basis and shall include the following coverages: (a) products liability and completed operations coverages, (b) Contractor's protective liability protecting against claims arising out of the acts and operations of independent Contractors; and (c) coverage for business income of the DBA that could be lost in the event DBA's operations are temporarily interrupted as a result of the negligent or wrongful conduct of Contractor; and

- (b) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance act, including residual liability insurance with a minimum combined single limit of \$1,000,000. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.
- (c) Worker's Compensation insurance which meets Michigan statutory requirements and Employers Liability insurance with minimum limits of \$500,000 each accident, \$500,000 each disease and \$500,000 each disease/employee. The Contractor agrees that it will obtain a similar covenant with respect to Worker's Compensation insurance from any consultant or subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.
- (d) Professional Liability (errors and omissions) insurance with minimum limits of \$1,000,000 each claim, \$10,000,000 aggregate. This insurance shall be kept in force and effect for six (6) years after receipt of final payment by the Contractor to the extent such insurance is commercially available to the Contractor for the duration of the six (6) year period.

The certificate shall name the Detroit Building Authority and the City of Detroit as "additional insured" for the coverages in (a) and as "Loss Payee" with respect to property coverage, if applicable.

Subcontractors: If a supplier subcontracts any of the Work/Services, the supplier/Subcontractor must provide DBA with the identity of each Subcontractor, a description of the Work to be performed by each Subcontractor and proof that each Subcontractor has in force, the insurance coverages and limits required above.

Waiver of Subrogation

To the extent commercially reasonable, the DBA and Contractor waive all rights against each other, the City and any and all Subcontractors for damages caused by perils covered by insurance provided hereunder except such rights as they may have to the proceeds of such insurance held by the DBA and Contractor as trustee. The Contractor shall require similar waivers from any and all

Subcontractors. The DBA and Contractor waive all rights against each other, the City and any and all Subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all Subcontractors. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

EXHIBIT E
WORK PLAN AND PROJECT SCHEDULE

[SEE ATTACHED]

Joe Louis Arena
Abatement
Proposed Schedule

ID	Task Name	Duration	Start	Finish	Resource Names	Number of Resource	Schedule															
							Qtr 4, 2018	Nov	Dec	Qtr 1, 2019	Jan	Feb	Mar	Qtr 2, 2019	Apr	May	Jun	Qtr 3, 2019	Jul	Aug		
1	Original Milestone Start Date	1 day	Mon 10/29/18	Mon 10/29/18			■															
2	Projected Start - Mobilize to Site (Interior Work)	5 days	Mon 12/3/18	Fri 12/7/18	Laborers (Homrich)	14																
3	Universal Waste Removal	28 days	Wed 1/2/19	Fri 2/8/19	Laborers (Homrich)	5																
4	Set Scaffold and Containment for 3rd Floor Test Holes	4 days	Mon 12/3/18	Thu 12/6/18	Laborers (Homrich)	4																
5	Remove Test Holes 3rd Floor Ceiling	2 days	Fri 12/7/18	Mon 12/10/18	Laborers (Homrich)	4																
6	Build Debris Slides	8 days	Wed 12/5/18	Fri 12/14/18	Subcontractor	8																
7	Build Containment - Area 1	10 days	Mon 12/3/18	Fri 12/14/18	Laborers (Homrich)	4																
8	Bulk Removal 3rd and 4th Floor - Area 1	20 days	Mon 12/17/18	Wed 1/16/19	Laborers (Homrich)	11																
9	Build Containment - Area 2	8 days	Tue 1/8/19	Thu 1/17/19	Laborers (Homrich)	4																
10	Bulk Removal 3rd and 4th Floor - Area 2	18 days	Fri 1/18/19	Tue 2/12/19	Laborers (Homrich)	11																
11	Bulk Removal Miscellaneous ACM	38 days	Fri 12/14/18	Fri 2/8/19	Laborers (Homrich)	2																
12	Demobilize	1 day	Tue 2/12/19	Tue 2/12/19	Laborers (Homrich)	15																
13	Mobilize to Site (Exterior Work)	3 days	Wed 5/29/19	Fri 5/31/19	Laborers (Homrich)	6																
14	Exterior Siding Removal	39 days	Mon 6/3/19	Thu 7/25/19	Laborers (Homrich)	9																
15																						
16	Total Duration Interior Work (Base Bid)	49 days	Mon 12/3/18	Tue 2/12/19																		
17	Time Extension for VE (Based on Anticipated Demo Award)	15 days	Wed 2/13/19	Tue 3/5/19																		
18	Total Duration Exterior Work	42 days	Wed 5/29/19	Thu 7/25/19																		

Project: Proposed Schedule 12-
Date: Fri 11/30/18

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Page 1

EXHIBIT F
JLA-COBO HALL RIGHT OF ENTRY AGREEMENT

[SEE ATTACHED]

**RIGHT OF ENTRY AGREEMENT
DEMOLITION OF JOE LOUIS ARENA (JLA)**

This Right of Entry Agreement ("Agreement") is made this 27th of November, 2018 by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate of the State of Michigan organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, 1301 3rd Street Detroit, Michigan 48226-2503 ("DBA"), and the DETROIT REGIONAL CONVENTION FACILITY AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 554, Public Acts of Michigan, 2008, as amended, One Washington Boulevard, Suite 401, Detroit, Michigan 48226 ("DRCFA"). The DBA and DRCFA may be referred to individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS:

- A. The DRCFA operates and maintains COBO Center, a public assembly convention and exhibition center with onsite parking in various internal garages, a roof parking deck, and a loading dock area pursuant to a Lease Agreement with the City of Detroit ("COBO").
- B. The DBA via a Contract of Lease Agreement with the City of Detroit has responsibility for the care, custody and maintenance of the Joe Louis Arena and associated property ("JLA").
- C. The Parties have been granted Mutual Easements over certain property, which includes Loading Areas and Utilities on portions of COBO and JLA as more particularly described on the attached Exhibit "A" (the "Easement Property").
- D. The City of Detroit acting through the DBA desires to demolish JLA for future development (the "Demolition Project").
- E. The DBA and DRCFA acknowledge that demolition of JLA is a complex project with inherent risks and challenges that must be managed and coordinated to the greatest extent to protect the Parties' property rights under the respective Lease Agreements and Mutual Easements.
- F. This Agreement establishes the terms and conditions of DBA's right to enter the Upper and Lower Loading Dock Areas and access Utilities on the Easement Property in connection with the Demolition Project beyond the rights granted the DBA under the Mutual Easements.

AGREEMENT

NOW THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the Parties, the Parties agree as follows:

1. **Access to Upper Loading Dock:** The Parties shall work cooperatively to schedule use of the Upper Loading Dock (with the COBO Operations Manager) to ensure that the DBA's access does not interfere with scheduled COBO events and that such schedule does not interfere with the Demolition Project. The DBA shall be responsible for orderly entry and exit from the Upper Loading Dock. DRCFA shall provide DBA with a schedule of COBO events upon execution of this Agreement. Exhibit "B", (the "Schedule").
2. **Egress:** Egress from the COBO main level exhibit halls to the ground level and ROW via 2 stairways from the COBO loading dock to the ground level in the JLA north parking lot shall be maintained in accordance with applicable building / fire codes and/or as determined by the Authority having Jurisdiction ("AHJ").
3. **Pedestrian Connector:** For the pedestrian connector from the Cobo Center Upper Loading Dock Area to the concourse level at the JLA, the DBA shall remove the metal ramp, and metal connector pedestrian bridge and install a (previously fabricated) closure railing in line with the existing concrete barrier wall. The DBA shall permanently secure the JLA main doors that are part of the pedestrian connector until such time the area is demolished.
4. **Fire Safety:** The DBA shall use best practices and require its contractors to use best practices in fire prevention at JLA. At such time that automated fire detection and/or fire suppression protection systems are decommissioned, the DBA will maintain a fire watch with manned security personnel at JLA on a 24 hour/7 day a week basis.
5. **Airborne Dust:** The COBO heating/cooling/fresh air mechanical system has numerous fresh air intake and exhaust vents close to JLA. All contractors working on the Demolition Project shall take care and caution to protect the public safety by means of appropriate dust containment. Should fugitive dust cause a public safety concern or property concern for the COBO mechanical heating / cooling / fresh air mechanical systems the contractors must at their expense provide additional filtration for the COBO mechanical system as needed.
6. **Vermin:** Appropriate vermin control shall be in place for the duration of the Demolition Project.
7. **Noise:** Inherent to the occupancy of a convention center is the need for a quiet environment, therefore work tasks that create excessive noise that negatively impact the occupancy of COBO must be scheduled in consideration of the Schedule at COBO which could include off hour work. The Parties shall work cooperatively to coordinate the schedule of demolition work with COBO events to minimize noise interruption.
8. **Electric Power:** The power for JLA is fed from the same PLD primary transformers and secondary electrical distribution gear that powers COBO and 17 other downstream customers. The PLD primary transformers and secondary electrical distribution gear were originally installed in the late 1950's. Recent occurrences have proved that the secondary electrical distribution gear is unreliable in protecting failures of one 4,800v secondary distribution cables from cascading to other secondary circuits as was the original design intent of the gear. Therefore, great care must be used to ensure that any work at JLA will not cause a failure to PLD primary transformer or secondary electrical distribution gear. Further, at some point in the Demolition Project progress, a total disconnection from this PLD power

source will be required and replaced with independent temporary power.

9. **Utility (Chiller Water):** The scope of the Demolition Project shall include provisions for permanent disconnection of the chilled water pipes from the COBO chiller plant to JLA. The disconnection is to be located in the COBO chiller plant.
10. **Utilities (Flume):** The scope of the Demolition Project shall include provisions for the permanent disconnections of chiller water condensate pipes from JLA to subgrade flume in the COBO chiller plant and extending beyond the foot print of COBO to discharge and intake into the Detroit River.
11. **Utilities (ATT Fiber Cable):** The scope of the Demolition Project shall include provision for the permanent disconnections and removal of ATT fiber cable from the exterior east wall of JLA at the level running east into COBO via the overhead steel structure of the 124 level COBO loading dock and running overhead through COBO chair storage area into the ATT main frame distribution room at the north east corner of the COBO chair storage area.
12. **NAIAS:** The DBA shall use commercially reasonable efforts to conduct the Demolition Project without impact to COBO's event schedule. Given the economic impact of the North American International Auto Show ("NAIAS") to the City of Detroit and southeastern Michigan, limited demolition activity will occur at JLA beginning 10 days prior to the 1st Press Day of the NAIAS through 7 days following the last Public Show Day of the NAIAS. The DBA shall ensure that the limited demolition activity occurring during this time in no way interferes with the NAIAS.
13. **Disruption.** Each Party shall use commercially reasonable efforts to avoid interference with the other Party's normal business operations.
14. **Protection of Property.** Each Party shall use commercially reasonable efforts to protect the real and personal property of the other Party.
15. **Work Safety and Other Special Conditions.**
 - a. DBA shall establish a site-specific safety plan for the Demolition Project that is standard in the demolition construction industry.
 - b. DRCFA shall provide all Cobo security procedures and Cobo site safety requirements to DBA and DBA shall conform to the same when working at COBO.
 - c. Upon request, DBA shall provide a list of all employees and contractors working at COBO.
 - d. DBA shall be responsible for an orderly entry and exit from the Lower Loading Dock area. As provided in Section 1, to the extent practicable, a work schedule shall be provided to the DRCFA upon receipt of the COBO event schedule.

- e. All heavy loads imposed on the Upper Level Docks by cranes, fork trucks, lifting / or aerial equipment in excess of 250 lbs. per square foot and trucks requiring MDOT heavy load roadway permits must have engineer documentation that the imposed load do not exceed the load capacity of the Upper Loading Dock. The documents must be signed and sealed by a professional structural engineer licensed in the State of Michigan. This document will be reviewed by the DRCFA's structural engineer for approval.
- f. The costs associated with DRCFA's structural engineering review/approval of any P.E. stamped drawings shall be at DRCFA's expense.
- g. No smoking is allowed anywhere within 50 feet of COBO including Upper and Lower Loading Dock areas. Violators are subject to immediate removal from COBO.
- h. The storage of any combustible materials associated with the Demolition Project on the Easement Property is strictly prohibited. Open dumpsters may not be stored in the Lower Loading Dock area. COBO has the fiduciary responsibility to maintain the fire protection system in this area. The DBA shall cause any of its contractors that activate the system falsely or otherwise to make full and complete restitution to COBO for any costs associated with any required repair and returning the fire protection system to its normal operating status. Appropriate fire extinguishers must be readily accessible at all times in this area.
- i. The DRCFA workplace is covered by the *Michigan Right to Know Law*. The DBA shall supply to DRCFA a copy of the Material Safety Data Sheet (MSDS) for any chemical used on the premises, whether or not it is subject to the control and regulations of the Michigan Occupational Safety and Health Act. The DBA shall protect all COBO employees and the public from contact or other exposure hazards as noted on the OSHA-20 form.
- j. DBA shall provide any additional fire extinguishers as required by applicable law and/or building codes to meet all applicable safety codes and working conditions at JLA.
- k. After any welding, cutting, brazing, soldering, etc., DBA shall maintain a fire watch for a minimum of 30 minutes after work is completed. DBA is responsible for the cost of the fire watch.
- l. No DRCFA carts or lifts may be used by DBA under any circumstances.
- m. The delivery of all materials, equipment and/or tools to JLA through the Lower Level Access Easement area shall be pre-arranged with the COBO Operations Manager so that the location and time of loading/unloading is mutually acceptable to COBO and DBA. Fire lanes which provide access to COBO and JLA in the event of fire must be kept clear at all times.
- n. DBA shall arrange for refuse disposal from JLA. This includes dumpsters, shovels,

transport carts, etc. Use of COBO's trash dumpsters or gondolas for refuse disposal by DBA shall not be permitted. COBO and the DBA acknowledge that efficient refuse / trash removal are essential components to effective rodent control.

- o. DBA shall leave no means of ingress or egress to the Lower Loading Dock area in any way less passable than the condition in which it was found.
- p. If COBO, the Lower Loading Dock area or any part thereof must be evacuated, DBA's employees and contractors shall follow the directions given by COBO staff.
- q. DBA employees and contractors shall not park any vehicles within those parking areas designated as COBO staff parking, or in the COBO bus turn around area or any driveway, fire lane or walkway.
- r. DBA shall designate a person at the site whose duties shall include the prevention of accidents and fire safety. The person will coordinate activity with the COBO Center Director of Safety and Security and the DRCFA Safety Director as needed.
- s. Upon completion of the Demolition Project, the DBA shall remove all materials, equipment, and debris from COBO and shall leave JLA in a safe condition.
- t. DBA employees and contractors must wear appropriate PPE.
- u. Identification badges area required at all times for all workers.

16. Insurance. Insurance shall be provided and maintained as set forth in this Section.

- a. DBA and its contractors shall procure and maintain for the duration of the Demolition Project, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Demolition Project by the DBA, contractor, their agents, representatives, employees, or subcontractors:

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. **Commercial General Liability insurance with the following limits:**

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000

Medical Expenses	10,000
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- ii. **Automobile Liability** covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000.00 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Law. This insurance shall be kept in force and effect until receipt of final payment by the contractor.
- iii. **Workers' Compensation** insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. Contractors will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the contractor to render any services. This insurance shall be kept in force and effect until receipt of final payment by the contractor. This insurance is mandatory if the contractor has employees.
- iv. **Professional Liability** (errors and omissions) insurance with minimum limits of \$1,000,000 each claim, \$2,000,000 aggregate. This insurance shall be kept in force and effect for six (6) years after receipt of final payment by the DBA to the extent such insurance is commercially available to the contractor for the duration of the six (6) year period;
- v. The contractor will provide evidence of Crime insurance coverage, including protection for third parties, with the following limits.

Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000
On Premises and In Transit Theft	\$1,000,000
Money Orders and Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000

- vii. **Contractors' Pollution Liability Coverage** with limits of \$5,000,000.00. The contractor shall keep this insurance in force for at least one (1) year after termination of this Agreement and shall deliver to the DBA a certificate of contractor pollution liability coverage for such one (1) year after termination.
 - 1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, DRCFA requires and shall be entitled to the broader coverage and/or higher limits maintained by the

contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DRCFA

2. DBA shall provide to DRCFA a certificate of insurance listing the DRCFA both as an additional insured and as the certificate holder and listing the following entities as additional insureds: City of Detroit; COBO; SMG, Inc., Detroit Regional Convention Facility Authority and their respective subsidiaries, affiliates, officers, directors, employees, and agents (Collectively "Additionally Insured").
- b. Any DBA contractor working at the site shall provide to the DRCFA a certificate of insurance listing the DBA as the certificate holder and listing the following entities as additional insureds: DBA; City of Detroit; COBO Center; SMG, Inc., Detroit Regional Convention Facility Authority and their respective subsidiaries, affiliates, officers, directors, employees, and agents (Collectively "Additionally Insured").
 - c. DBA shall be permitted to provide such insurance by any combination of primary, excess or self-insurance.
 - d. All coverages shall be written on an occurrence-based policy form if the same is commercially available.
 - e. The workers' compensation, commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of the DRCFA.

17. Indemnification.

- a. As used in this Section, reference to a "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of any nature, including court costs and reasonable attorneys' fees, which may result from: (i) injury to or death of any person (including a Party's officers, agents, and employees, the Additional Insureds, as well as any other person); and/or (ii) damage to or loss or destruction of any real or personal property whatsoever (including that of a Party and/or the Additional Insureds).
- b. To the extent provided by law, each Party shall indemnify, defend and hold harmless (the "Indemnifying Party") the other Party, its officers, agents and employees, and the Additional Insureds (the "Indemnified Party"), from and against any Loss which is due to or arises out of any act, error or omission of the Indemnifying Party, its contractor, agents and/or employees, or any breach of this Agreement or failure to observe any health and safety provisions herein, except to the extent such Loss is caused by the Indemnified Party's negligence or willful misconduct, and to the extent that such action or inaction causes (i) any damage to or destruction of any real or personal property of the Indemnified Party, and/or (ii) any injury to or death of any

person employed by or on behalf of the Indemnified Party. Neither Party nor the Additional Insureds shall have or seek recourse against the other Party and/or the Additional Insureds for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damages.

- c. In the event any action or proceeding is brought against the Indemnified Party by reason of any Loss, the Indemnifying Party, upon notice from the Indemnified Party, shall at the Indemnifying Party's sole expense and with counsel of the Indemnifying Party's choice, resist and defend the same.
- d. Each Party agrees that it has the sole responsibility to safeguard its respective property, materials, equipment, and/or tools.
- e. The indemnification obligation in this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under worker's compensation acts or other employee benefit acts.

18. Notices.

- a. Routine correspondence regarding day-to-day operational matters required by this Agreement shall be given by electronic mail at the e-mail addresses set forth below:

If to DBA: E-mail: drice@detroitmi.gov
Phone: (313) 224-4599

If to DRCFA: E-mail: ttuskey@cobocenter.com
and/or cmolinari@cobocenter.com
Phone: (313) 610-3254 and/or (313) 498-7339

- b. Notwithstanding the requirement above as to the use of electronic mail, all notices ("Notices") required pursuant to paragraphs 15(c) and 16(c) of this Agreement shall be given in writing and sent by certified first-class mail, postage prepaid, and addressed as follows:

If to DBA:

Chief Operating Officer
Detroit Building Authority
City of Detroit
1301 Third Street, Suite 328
Detroit, Michigan 48226

With a copy to: DBA Legal Counsel
The Allen Law Group, PC
3011 W. Grand Blvd., Suite 2500
Detroit, Michigan 48202
Attn: Floyd E. Allen, Esq.

If to DRCFA:

Patrick S. Bero, CEO/CFO
Detroit Regional Conference Facility Authority
c/o COBO Center
One Washington Boulevard, Suite 401
Detroit, Michigan 48226

With a copy to: Ebony L. Duff
GARAN LUCOW MILLER, P.C.
1155 Brewery Park Blvd., Suite 200
Detroit, Michigan 48207

- c. All Notices shall be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notice of the address change to the other Party. Any Notice given by a Party to this Agreement must be signed by an authorized representative of such Party.
- d. Each Party agrees that service of process at the address and in the manner specified in this section shall be sufficient to put that Party on notice of such action and waives any and all claims relative to such notice.

19. Miscellaneous.

- a. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- b. Neither Party shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and signed by the Party. No delay or omission on the part of a Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion.
- c. This Agreement contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Agreement. Neither Party nor its respective agents have made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by a Party by implication or otherwise unless expressly set forth in this Agreement. Each Party waives any defense it may have to the validity of the execution of this Agreement.
- d. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan.
- e. Each Party consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Each Party agrees that it shall not commence any action

against the other Party because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

- f. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
 - g. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the execution of this Agreement, the DBA shall provide a copy to DRCFA.
 - h. The rights and benefits under this Agreement shall inure to the Parties' and their respective agents, successors, and assigns.
 - i. Each Party represents and warrants that this Agreement has been duly authorized and executed by an individual authorized to bind that Party to its terms and conditions in accordance with the Party's requirements and procedures and constitutes a legal, valid and binding obligation of that Party.
20. **Term.** The term of this Agreement shall be for two (2) years beginning on the Effective date. The Effective date shall be the date that this Agreement is fully executed by both Parties. This Agreement may be renewed upon written mutual agreement of the Parties if the Demolition Project is not completed by the termination date.

(Signatures appear on next page)

Accordingly, DBA and DRCFA, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

Detroit Regional Convention Facility Authority
A Public Authority and Body Corporate

By: Patrick O Bero 11/27/18
Patrick Bero, DRCFA CEO/CFO Date

City of Detroit Building Authority
A Municipal Authority and Public Body Corporate

By: Tyrone Clifton
Tyrone Clifton
Its: Director
Dated: 11/27/2018

APPROVED BY
DBA GENERAL COUNSEL:

[Signature] 11/20/18
Signature Date

EXHIBIT A

ATTACHED HERETO

Exhibit A, Page 1

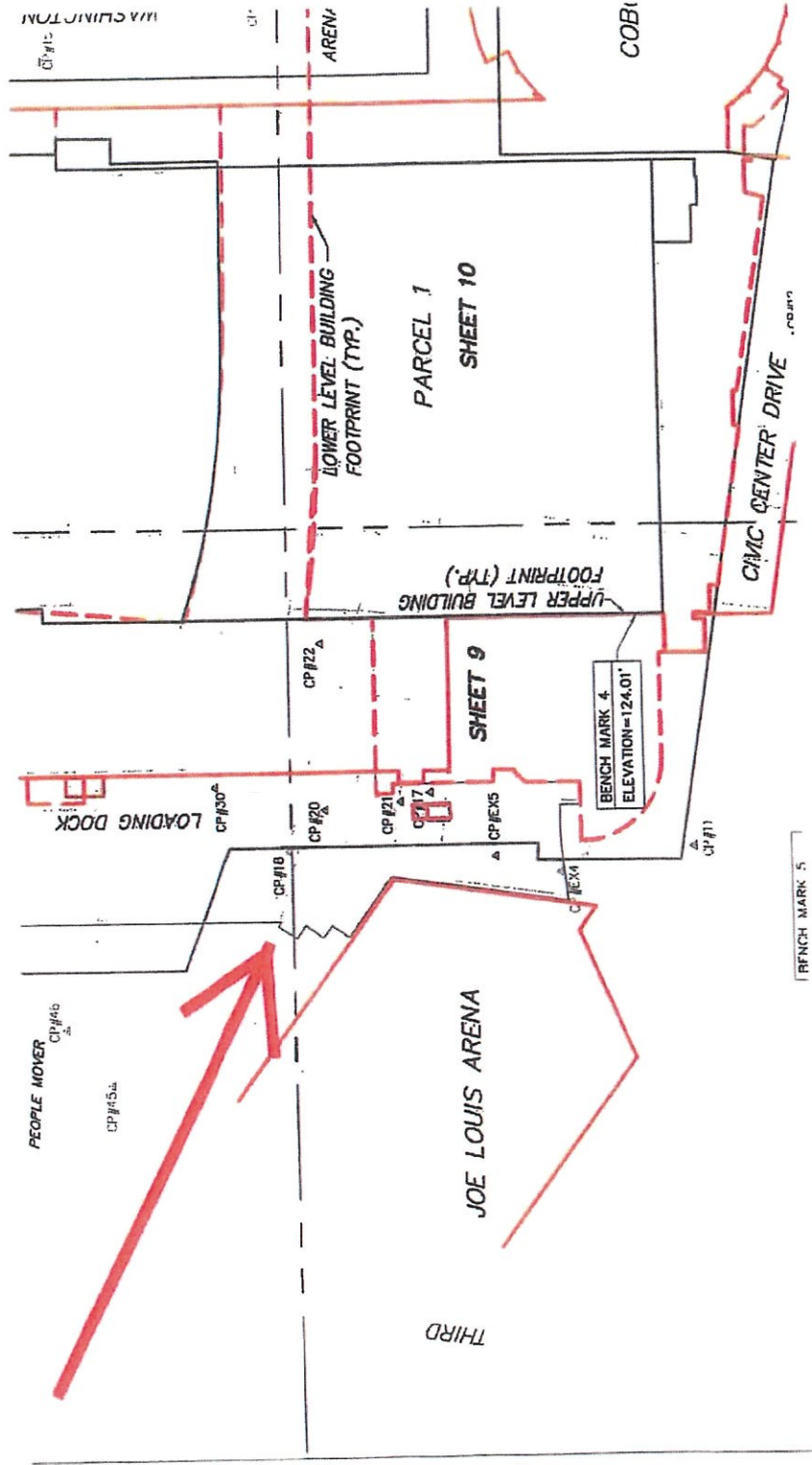


Exhibit A, Page 2

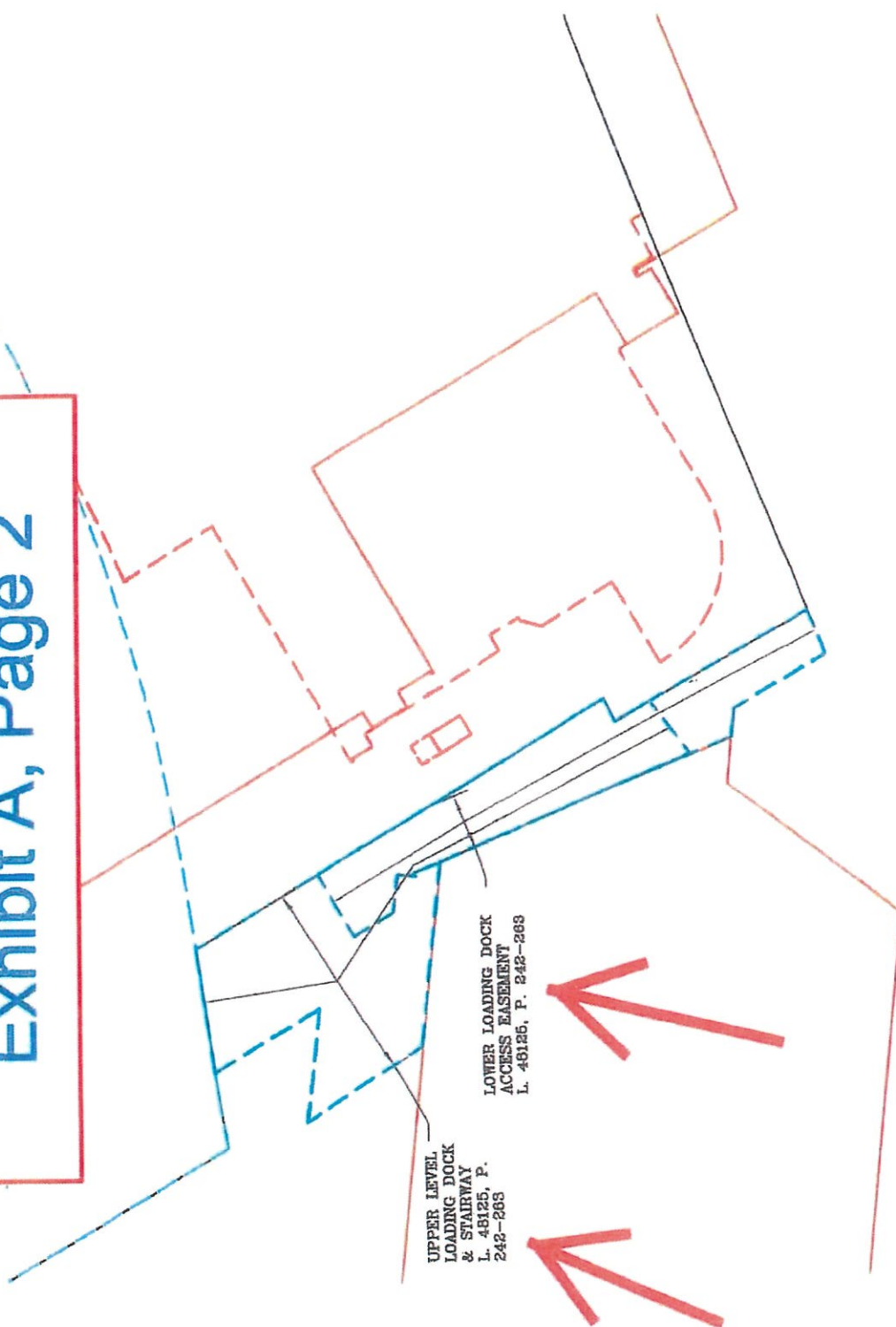
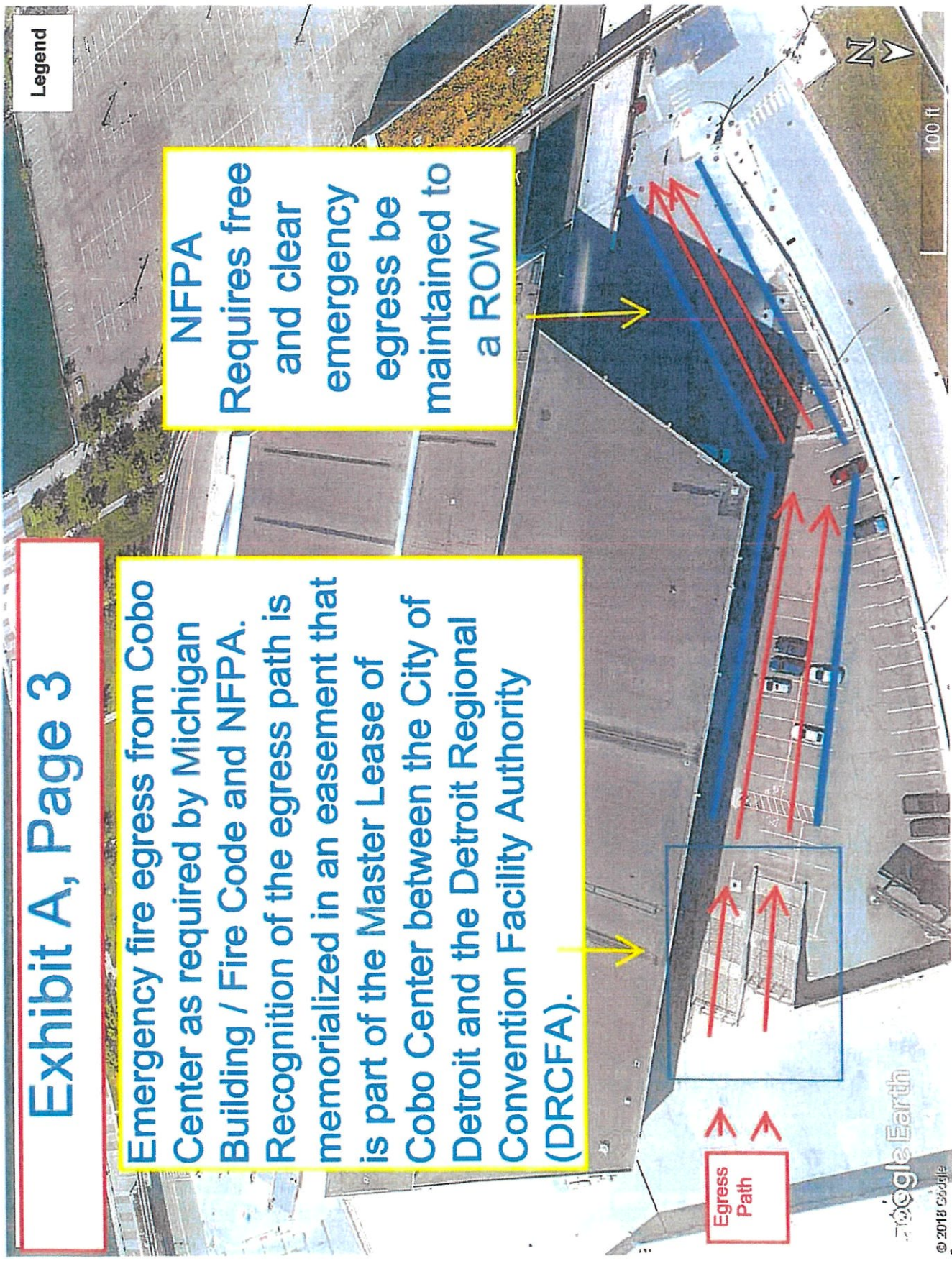


Exhibit A, Page 3

Emergency fire egress from Cobo Center as required by Michigan Building / Fire Code and NFPA. Recognition of the egress path is memorialized in an easement that is part of the Master Lease of Cobo Center between the City of Detroit and the Detroit Regional Convention Facility Authority (DRCFA).

NFPA Requires free and clear emergency egress be maintained to a ROW

Egress Path



Legend

EXHIBIT B – THE COBO CENTER SCHEDULE

ATTACHED HERETO



COBO
CENTER

2019 MAJOR EVENTS

Grand Ballroom or non-exhibit hall events listed in RED

NORTH AMERICAN INTERNATIONAL AUTO SHOW (PUB)
In November 12, 2018 – January 13, 2019. Show January 19-27, 2019 (Press/Industry/Charity is 14-15, 16-17, 18). Out January 28 – February 8, 2019.

MICHIGAN DEMOCRATIC PARTY STATE CONVENTION (CONV)
February 2, 2019 Grand Ballroom event

MICHIGAN EDUCATION ASSOCIATION (CONV)
BARGAINING, POLITICAL ACTION AND PR CONFERENCE
February 7-8, 2019 Grand Ballroom event

DETROIT BOAT SHOW (PUB)
In February 9-14, 2019. Show February 15-24, 2019. Out February 25-27, 2019.

MOTOR CITY NATIONALS (SPORTS)
Show February 16-17, 2019

HEARTLAND TRAVEL SHOWCASE (T/S)
In February 20-21, 2018. Show February 22-24, 2019

AUTORAMA (PUB)
In February 27-28. Show March 1-3, 2019

SCIENCE & ENGINEERING FAIR OF METRO DETROIT (PUB)
In March 11-12, 2019. Show March 13-17, 2019. Out March 19.

DECA STATE CAREER DEVELOPMENT CONFERENCE (CONV)
In March 6-7, 2019. Show March 8-10, 2019. Out March 11, 2019.

UAW COLLECTIVE BARGAINING CONFERENCE (CONV)
In March 7-10, 2019. Show March 11-13, 2019. Out March 14, 2019.

MICHIGAN ASSOCIATION of COMPUTER USERS IN LEARNING (MACUL) (CONV)
In March 19, 2019. Show March 20-22, 2019

NATIONAL SOCIETY OF BLACK ENGINEERS ANNUAL CONVENTION (CONV)
In March 24-26, 2019. Show March 27-31, 2019. Out March 30-31, 2019.

SAE WCX19 (T/ S)
In April 4-8, 2019. Show April 9-11, 2019. Out April 12, 2019.

MIDWEST ANESTHESIA RESIDENTS CONFERENCE (CONV)
April 13-14, 2019 Grand Ballroom event

FIRST ROBOTICS CHAMPIONSHIPS (PUB)
In April 13 – 23, 2019. Show April 24-27, 2019. Out April 28 – May 5, 2019.

MICHIGAN DENTAL ASSOCIATION ANNUAL SESSION (CONV)
In May 1, 2019. Show May 2-4, 2019. Out May 5, 2019.

MAJOR EVENTS – 2019 (page 2 of 3)

NAACP – FREEDOM FUND DINNER In May 1-4, 2-019. Show May 5, 2019. Out May 6, 2019.	(PUB)
LITTLE CAESAR’S FRANCHISE BUSINESS CONFERENCE In May 5-6, 2019. Show May 7, 2019. Out May 8, 2019.	(CONV)
MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL In May 6, 2019, Show May 7-9, 2019.	(CONV)
CAPITOL SPORTS VOLLEYBALL In May 8-9, 2019. Show May 10-12, 2019. Out May 13, 2019.	(SPORTS)
POWERPLEX 2018 In May 10-12, 2019. Show May 13-16, 2019	(CONV)
FASTENER FAIR USA In May 17-19, 2019. Show May 20-23, 2019. Out May 24, 2019.	(T/S)
SME RAPID In May 15-19, 2019. Show May 20-23, 2019. Out May 24-25, 2019.	(T/S)
AGILE & BEYOND May 30-31, 2019	(CONV)
SUSTAINABLE BRANDS 2019 In May 30-June 2, 2019. Show June 3-6, 2019. Out June 7, 2019.	(CONV)
SIEMENS PLM CONNECTION AMERICAS In June 6-9, 2019. Show June 10-13, 2019. Out June 14, 2019.	(CONV)
CANNACON In June 19-20, 2019. Show June 21-22, 2019	(T/S)
NAF NEXT 2019 In July 7-8, 2019. Show July 9-11, 2019	(CONV)
(Tentative) MAGIC THE GATHERING - MAGICFEST In July 11, 2019. Show July 12-14, 2019	(PUB)
(Tentative) NAACP NATIONAL CONVENTION In July 17-19, 2019. Show July 20-23, 2019. Out July 24, 2019.	(CONV)
MICHIGAN COMICON In August 14-15, 2019. Show August 16-18, 2019. Out August 9, 2019.	(PUB)
RADIO ONE WOMEN’S EXPO August 10, 2019	(PUB)

MAJOR EVENTS – 2019 (page 3 of 3)

(Tentative) GREAT LAKES AGC CAPITAL CONNECTION September 4-5, 2019	(CONV)
(Tentative) AUTOMOTIVE LOGISTICS GLOBAL CONFERENCE September 11-12, 2019	(CONV) Grand Ballroom Event
(Tentative) ACN DETROIT INTERNATIONAL TRAINING EVENT In September 11-12, 2019. Show September 13-15, 2019	(CONV)
(Tentative) MICHIGAN ASSOCIATION OF COMMUNITY MENTAL HEALTH – 20th ANNUAL SUBSTANCE ABUSE DISORDER/CO OCCURRING CONFERENCE September 16-17, 2019	(CONV) Grand Ballroom Event
DELTA VACATIONS UNIVERSITY In September 18-19, 2019. Show September 20-22, 2019.	(CONV)
TECH MEDIA-DETROIT DIGITAL SUMMIT September 25-26, 2019	(CONV)
WOMEN OF COLOR STEM CONFERENCE October 3-5, 2019	(CONV)
GM SUPPLIER SHOWCASE October 8, 2019	(CONV) Grand Ballroom Event
AMERICAN GEAR MANUFACTURERS ASSOCIATION Motion + Power Technology Expo. (T/S) In October 9-14, 2019. Show October 15-17, 2019. Out October 18-19, 2019.	
ASM HEAT TREATING SOCIETY CONFERENCE AND EXPOSITION In October 11-14, 2019. Show October 15-17, 2019. Out October 18, 2019.	(T/S)
DETROIT FREE PRESS MARATHON HEALTH & FITNESS EXPO In October 17, 2019. Show October 18-19, 2019. Out October 20-21, 2019.	(PUB)
NET IMPACT In October 23-24, 2019. Show October 25-26, 2019.	(CONV)
YOUMACON In October 30-31, 2019. Show November 1-3, 2019. Out November 4, 2019.	(CONV)
TURKEY TROT In November 26, 2019. Show November 27-28, 2019	(PUB)

(PUB) = Public Show (CONV) = Convention (T/S) = Trade Show (PRI) = Private

Schedule as of 11/12/18. Schedule is subject to changes additions, and deletions.



COBO
CENTER

2020 MAJOR EVENTS

Grand Ballroom or non-exhibit hall events listed in RED

- DETROIT BOAT SHOW** (PUB)
In January 10-16, 2020. Show January 17-25, 2020. Out January 27-29, 2020.
- (Tentative) AUTORAMA** (PUB)
In February 26-27, 2020. Show February 28 - March 1, 2020. Out March 2, 2020.
- DECA STATE CAREER DEVELOPMENT CONFERENCE** (CONV)
In March 4-5, 2020. Show March 6-8, 2020. Out March 9, 2020.
- MICHIGAN READING ASSOCIATION ANNUAL CONFERENCE** (CONV)
In March 12-13, 2020. Show March 14-16, 2020
- (Tentative) USA FENCING** (SPORT)
In March 18-19, 2020. Show March 20-22, 2020. Out March 23, 2020.
- SAE WCX20** (T/S)
In April 15-20, 2020. Show April 21-23, 2020. Out April 24-25, 2020.
- FIRST ROBOTICS CHAMPIONSHIPS** (PUB)
In April 26-28, 2020. Show April 29 - May 2, 2020. Out May 3-7, 2020.
- PLEX SYSTEMS** (CONV)
In May 9-10, 2020. Show May 11-14, 2020. Out May 15, 2020.
- NORTH AMERICAN INTERNATIONAL AUTO SHOW** (PUB)
In May 18-June 7, 2020. Show June 8-21, 2020. Out June 22-28, 2020.
- ALCOHOLICS ANONYMOUS INTERNATIONAL CONVENTION** (CONV)
In June 29-30, 2020. Show July 1-5, 2020. Out July 6, 2020.
- WOMEN OF COLOR STEM CONFERENCE** (CONV)
In October 8, 2020. Show October 9-10, 2020.
- (Tentative) IEEE ENRGY CONVERSION CONGRESS – EXPO** (CONV)
In October 11, 2020. Show October 12-14, 2020
- DETROIT FREE PRESS MARATHON HEALTH & FITNESS EXPO** (PUB)
In October 15, 2020. Show October 16-17, 2020. Out October 18-19, 2020.
- ARMA LIVE! CONFERENCE** (CONV)
In October 24-25, 2020. Show October 26-28, 2020
- (Tentative) YOUMACON** (CONV)
In October 28-29, 2020 Show October 30 - November 1, 2020. Out November 2, 2020.

2020 Major Event (page 2 of 2)

(Tentative) TURKEY TROTT
November 24-26, 2020

(PUB)

(PUB) = Public Show (CONV) = Convention (T/S) = Trade Show (PRI) = Private

Schedule as of 11/12/18. Schedule is subject to changes additions, and deletions.