



Genesee County Land Bank Authority

452 S. Saginaw St. 2nd Floor, Flint, MI 48502

Home Investment Partnership Program (HOME)

Invitation for Bids: 616 W University Avenue – Asbestos Abatement Contractor

BID NUMBER: LB11-006

Due Date: Monday, March 7, 2011 at 3:00 pm EST

As part of a Home Investment Partnership grant awarded to the Genesee County Land Bank Authority (GCLBA) from the City of Flint Department of Community and Economic Development



INVITATION FOR BIDS: 616 W UNIVERSITY AVENUE – ASBESTOS ABATEMENT CONTRACTOR

Overview

The Genesee County Land Bank Authority (GCLBA) is seeking sealed bids for the asbestos abatement of 616 W University Avenue, Flint, Michigan 48503 as a two-unit duplex that will be rented to income eligible families under the Home Investment Partnership (HOME) Program. The GCLBA has received grant funding from the City of Flint, Department of Community and Economic Development for this purpose. The HOME funds are provided to the City of Flint from the U.S. Department of Housing and Urban Development (HUD).

Sealed Bid Due Date

Asbestos abatement contractors with qualifications and experience in asbestos abatement are invited to submit sealed bids to the Genesee County Land Bank Authority, 452 S. Saginaw St., 2nd Floor, Flint, Michigan 48502 on or before **Monday, March 7, 2011 at 3:00 pm EST.** The outside of the envelope must be marked “LB 11-006, Sealed Bid for 616 W University Ave- Asbestos Abatement Contractor”

Bid Opening

The bid opening will be Monday, March 7, 2011 at 3:30 pm EST at the Genesee County Land Bank Authority, Conference Room, 452. S. Saginaw St., 2nd Floor, Flint, MI 48502 and is open to the public.

Pre-bid Meeting and Walkthrough

A pre-bid meeting will take place at the Genesee County Land Bank Authority, Conference Room, 452. S. Saginaw St., 2nd Floor, Flint, MI 48502 at 9:00 am on Wednesday, February 23, 2011.

A walkthrough of the property to be rehabilitated and abated will take place at 616 W University Ave, Flint, MI 48503 from 10:30 am – 12:30 pm on Wednesday, February 23, 2011.

Proposal Requirements/ Bidding Instructions

Bids must be sealed, the outside of the envelope must be marked “LB 11-006, Sealed Bid for 616 W University Ave” and contain the following:

1. 2011 Certificate to do Business with Genesee County
2. State of Michigan Asbestos Abatement Contractor License



3. Insurance Certificate including:
 - a. Worker's Compensation
 - b. General Liability of \$2,000,000 for Bodily Injury and Property Damage
 - c. Pollution Liability/ Asbestos Indemnification Coverage
 - d. Contractual Liability
 - e. \$1,000,000 Auto Policy with Transportation Pollution Coverage
 - f. Genesee County Land Bank named as a Certificate Holder
4. Certification Form Note (attached)
5. Executed Disbarment Form (attached)
6. Typed or Inked Contractor Bid Form and Specifications (attached)

Bid Acceptance

Bid proposals of more than 10% lower or 15% higher than the GCLBA cost estimate will be disqualified. The GCLBA anticipates immediately entering into a contract with the asbestos abatement firm after all certification requirements have been provided and accepted. The City of Flint must also approve the awarding of the bid. The asbestos abatement contractor must be ready to begin work immediately upon receipt of the notice to proceed by the GCLBA.

Coordination with other Contractors

The lead hazards removal and general contractor rehabilitation components of this redevelopment project are included in separate bid proposals that are also available on the GCLBA website at www.thelandbank.org under the tab current bids. The asbestos abatement contractor will be required to coordinate work through the GCLBA staff with these other service providers for this project.

Minority Owned Firms and Women's Business Enterprises

GCLBA is seeking to encourage participation by respondents who are small and minority-owned firms, women's business enterprises and labor surplus area firms.

Lead Safe Work Practices

Lead safe work practices must be used for all rehabilitation activities and performed in accordance with applicable federal, state and local laws, ordinances, codes or regulations governing evaluation and hazard reduction. For lead abatement activities in excess of \$25,000, the contractor must have a certified Lead Supervisor on the site during abatement activities. In the event of discrepancies, the most protective requirements prevail.

Asbestos Abatement

Asbestos abatement must be completed before commencing the rehabilitation construction.

Native American Remains

Another federally funded project in the area recently uncovered Native American remains over 1,500 years old. The State Historic Preservation Office has designated this area to be of high archeological sensitivity. No ground disturbing work is to be performed nor is it included in the scope of work for this project. However should any human remains be found on this site, please contact the Michigan State Police.

Timeline for Completion

This project must be completed within 15 days of the award of the contract. This includes all work items included in the bid proposal.

2011 Certificate to do Business with Genesee County

Each contractor must submit one copy of their 2011 CERTIFICATE TO DO BUSINESS WITH GENESEE COUNTY. The Land Bank follows Genesee County Office of Equity and Diversity policies and procedures for this process. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone (810) 257-3028; fax (810) 768-7943.

Federal Compliance Requirements

The asbestos abatement contractor must comply with all of the following federal guidelines for this rehabilitation project:

1. OSHA 29 CRF 1926- Construction Industry Standards
2. 29 CFR 1926.62- Construction Industry Lead Standards
3. 29 CFR 1910.1200 – Hazard Communication
4. 40 CFR Part 261- EPA Regulations
5. HUD Title X parts 1012-1013
6. Federal Labor Standards and Provisions
7. Equal Opportunity Clause
8. Section 3 Clause
9. HUD Contract and Subcontract Activity



Questions and Addendums

Questions regarding this bid should be directed to Kyle Stottmeister at (810) 257-3088 ext. 533 or email to kstottmeister@thelandbank.org. Addendums to this bid proposal may be found at the GCLBA website at www.thelandbank.org under the tab current bids. Please check the website for updates to this bid package.

CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this bid submittal to GCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this bid proposal in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)



PROCUREMENT/ SUSPENTION/DEBARMENT

I have not been barred or suspended from working on federal contracts.

Signed this _____ day of _____, _____

Contractor Name

Date Signed



CONTRACTOR BID FORM

Property Address: 616 W. University Ave, Flint, MI 48503

Owner Name: Genesee County Land Bank Authority

Contact Person/ Spec Writer: Kyle Stottmeister

Contact Phone Number: (810) 257-3088 ext. 533

Contact Email: kstottmeister@thelandbank.org

Bid Submission Deadline Date: Monday, March 7, 2011 before 3:00 pm

Contractor Name: _____

**Total Bid Offer as per
Attached Specifications \$** _____

Contractor Signature: _____ **Date:** _____

Contractor Address: _____

Contractor Phone: _____

Contractor Email: _____

**Workers Comp
Insurance Expires Date:** _____

**Liability
Insurance Expires Date:** _____

Note: Bid package includes one (1) set of specifications. One copy must be completed and returned with this bid form that must be line priced in clearly legible numbers (ink or typewritten)



SPECS BY LOCATION/TRADE

1/18/2011

Work Write-up/Re-Bid: _____
 Walk-Through Date: _____
 Bid Date: _____
 Initial: _____

Case Number: _____
 Construction Specialist: _____
 Phone: _____

Address: 616 W University/Asbestos Avenue

Unit: Unit 01

Location: 1 - Asbestos Abatement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

2070	ASBESTOS ABATEMENT Secure & isolate room, provide protective floor coverings when not removing floor tile. Pre-treat surface with wetting agent. Provide worker protection including whole body coveralls, respirators, & decontamination area. Dispose of asbestos in clearly identified disposal drums & HEPA vacuum entire area. Remove flourescent light bulbs in Kitchen and Basement. See asbestos report.	2.00	AL		
2075	ASBESTOS PIPE INSUL.--REMOVE Remove asbestos-containing pipe or ductwork insulation to code legal hazardous waste site. Clean area until clearance test levels are acceptable. Duct wrap on Register boots and straigh runs between basement, crawl space, 1st and 2nd floors (approx. 230 square ft). Duct wrap 16" Pipe - crawl space under East basement stairs (12 lin. ft.) Duct wrap 10" Pipe - crawl space under East basement stairs (6 lin.ft.) Duct wrap 2" Tape - Basement and crawl under West basement stairs (35 lin. ft.) See Asbestos Report	153.00	LF		

Bidder: _____

Location Total: _____

Unit Total for 616 W University/Asbestos Avenue, Unit Unit 01: _____

Address Grand Total for 616 W University/Asbestos Avenue: _____

*Reviewed
1-18-11
JAL*

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

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

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

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

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

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

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

§ 135.38 Section 3 clause.

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

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

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

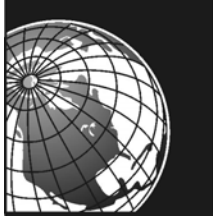
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



GLOBAL
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ENGINEERING INC.

**Rehabilitation
Environmental Inspection Report
For:
Parcel Number: 40-12-455-006
616 and 618 W. University Avenue
Flint, Michigan 48502**

September 2010
Global Project No. F1413

Prepared by:

GLOBAL ENVIRONMENTAL ENGINEERING INC.
6140 Rashelle Drive, Suite 1
Flint, Michigan 48507
(810) 238-9190
Fax: (810) 238-9195

Prepared for:

Genesee County Land Bank

Site Summary

HM	A

Genesee County Pre-Demolition Environmental Inspection Summary

Parcel No: 40-12-455-006
616 and 618 W. University Avenue
Flint, Michigan 48502

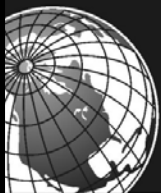


Year Built:	1908	Square Footage:	1362
Latitude:	N 43° 01' 06.70"	Longitude:	W 83° 42' 05.03"
Gas:	Disconnected	Electric:	Disconnected

Comments: Two story wood framed residential structure with wood siding and a basement and a garage.

Inspected By:	Julie Herrick
	Robert Dunlap

Inspected On:
September 3, 2010



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Table of Contents

1.0	INTRODUCTION.....	1
2.0	HAZARDOUS MATERIALS INSPECTION	1
3.0	ASBESTOS CONTAINING BUILDING MATERIAL INSPECTION	1
3.1	Asbestos Inspection	1
3.2	Sample Collection	1
3.3	Laboratory Analysis/Results.....	2
4.0	SIGNATURE	3

Tables and Attachments

Table 1	Hazardous Material List
Table 2	Suspect Asbestos Containing Materials
Attachment 1	Site Inspection Photos
Attachment 2	Floor Plan with Sample Locations
Attachment 3	Asbestos Laboratory Analytical Results
Attachment 4	MDEQ "Notice of Intent to Demolish" Form

Site Summary Legend

A = Friable Asbestos Containing Materials

HM = Hazardous Materials

T = Tires

O = Occupied

ED = Emergency Demolition

1.0 INTRODUCTION

The Genesee County Land Bank retained Global Environmental Engineering Inc. (Global) to complete a pre-demolition environmental inspection for the following property:

Property:

- 616 W. University Avenue, Flint, Michigan 48502
- Parcel Number: 40-12-455-006
- Inspection Date: September 3, 2010

Description:

The building is a two-story, wood framed, wood sided residential structure with a basement and a garage.

2.0 HAZARDOUS MATERIALS INSPECTION

The property was inspected for the presence of household hazardous materials, including but not limited to; paint, solvents, pesticides/fertilizers, fuel, oil, fluorescent light fixture ballasts, fluorescent light bulbs, underground storage tanks (USTs), above ground storage tanks (ASTs), and mercury thermostats. The Global inspectors documented the location of each of the hazardous materials identified and marked the materials with spray paint. At the discretion of the inspectors photographs were also obtained during the inspection of potential and known hazardous materials. Hazardous materials identified are listed on **Table 1**. If obtained, photographs of hazardous materials for the above referenced property are included in **Attachment 1**.

3.0 ASBESTOS CONTAINING BUILDING MATERIAL INSPECTION

The property was inspected for the presence of asbestos-containing materials (ACMs) in order to meet the requirements of 40 CFR, Part 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP).

3.1 Asbestos Inspection

The property was inspected for the presence of suspected ACMs. Typical building materials that may contain asbestos include drywall, floor tiles, roofing felt and shingles, ceiling tiles, insulation, pipe insulation, and duct insulation. Friable materials are defined as materials that when dry may be crumbled or reduced to powder using hand pressure and thus release asbestos fibers.

For the purpose of this inspection non-friable materials that may become friable during the demolition (Category II non-friable) were identified and sampled.

3.2 Sample Collection

At least one sample of each friable suspected ACM identified during the inspection was collected. A Michigan Accredited Asbestos Inspector collected representative samples of each friable suspected ACM. Each sample was placed into a sealed plastic bag and labeled. A description of the material and location of the sample collected was recorded in the field notes. The total quantity of each suspected ACM was estimated and

recorded in the field notes. Bendable, flexible, and tar based non-friable materials (Category I non-friable) were identified and sampled during the completion of this inspection as well.

A listing of suspect ACMs at this property that were sampled and sent to the laboratory for analysis is included in **Table 2**. A copy of a floor plan showing sample locations is included in **Attachment 2**.

3.3 Laboratory Analysis/Results

Each sample of suspect ACM collected at this property was analyzed for asbestos content using polarized light microscopy (PLM) by a NVLAP and NIST accredited laboratory in accordance with 40 CFR Ch. I (1-1-87 Edition) Part 763, Subpart F, Appendix A, pp. 293-299. Asbestos containing materials are defined as materials that contain greater than one percent (>1%) asbestos.

Each sample collected for analysis was delivered via UPS to APEX Research, Inc. 11054 Hi Tech Drive, Whitmore Lake, Michigan. Laboratory results are included in **Attachment 3**.

The results of the laboratory analysis indicated, only one of the suspect materials sampled, the duct wrap and 2" tape (616-3) contains asbestos. A copy of the laboratory results is included as **Attachment 3**.

The duct wrap and tape located in the register boots, duct work straight runs within the walls from the first to second floor and in the basement and crawl space areas should be properly removed and disposed by a licensed asbestos abatement contractor as part of the renovation project.

A Notice of Intent to Renovate/Demolish form must be filed with the State of Michigan Department of Consumer Industry at least 10 days before beginning a renovation project or the removal of the material. A form has been included for your future use. A copy of the MDNRE "Notice of Intent to Demolish" form is included as **Attachment 4**.

4.0 SIGNATURE

This report was prepared based on the site conditions that existed at the time of the inspection, sample collection, and the laboratory analytical results.

Julie M. Herrick

Prepared by: _____
Julie Herrick, Michigan Certified Asbestos Inspector
Michigan Accreditation Number A35947

Mark Keyes

Reviewed by: _____
Mark Keyes, Michigan Certified Asbestos Inspector
Michigan Accreditation Number A6041

Tables

**Genesee County Pre-Demolition
Environmental Inspection Summary**

40-12-455-006
616 W. University Avenue
Flint, Michigan 48502

TABLE 1

HAZARDOUS MATERIALS

Material	Quantity & Units	Location
Fluorescent Light Bulbs	1 Bulb, 1 Ballast	Kitchen
Fluorescent Light Bulbs	1 Bulb	Basement

**Genesee County Pre-Demolition
Environmental Inspection Summary**

40-12-455-0006
616 W. University Avenue
Flint, Michigan 48502

**TABLE 2
SUSPECT FRIABLE ASBESTOS CONTAINING MATERIALS**

Sample ID	Material	Location	Estimated Quantity	% ACM
616-1	Window Caulk	Throughout	8 Square feet	Non Detect
616-2	Insulation	Throughout	3,040 Square feet	Non Detect
616-3	Duct Wrap	Restister Boots, Staight Runs between first and second floor, basement and crawl space	230 Square feet	60
616-3	Duct Wrap 16" Pipe	Crawl Space Under East Basement Stairs	12 Linear feet	60
616-3	Duct Wrap 10" pipe	Crawl Space Under East Basement Stairs	6 Linear feet	60
616-3	Duct Wrap 2" Tape	Basement and Crawl Space Under East Basement Stairs	40 Linear feet	60
616-3	Duct Wrap 2" Tape	Basement and Crawl Space Under West Basement Stairs	35 Linear feet	60
616-4a	Plaster	Throughout	12,160 Square feet	Non Detect
616-4b	Plaster	Throughout	Same as above	Non Detect
616-4c	Plaster	Throughout	Same as above	Non Detect
616-4d	Plaster	Throughout	Same as above	Non Detect
616-4e	Plaster	Throughout	Same as above	Non Detect
616-4e	Plaster	Throughout	Same as above	Non Detect
616-4e	Plaster	Throughout	Same as above	Non Detect
616-4f	Plaster	Throughout	Same as above	Non Detect
616-4f	Plaster	Throughout	Same as above	Non Detect
616-4f	Plaster	Throughout	Same as above	Non Detect
616-4f	Plaster	Throughout	Same as above	Non Detect
616-5	Drywall (¼ inch)	East Wing Living Room	200 Square feet	Non Detect
616-6	Ceiling Tiles 1'x1' white smooth	Throughout	920 Square feet	Non Detect
616-7	Linoleum	Kitchen (West)	110 Square feet	Non Detect
616-8	12" Floor Tile cream with white and yellow pattern	Kitchen (West)	70 Square feet	<1
616-9	12" Wood Pattern Floor Tile	Second Floor Rooms	415 Square feet	Non Detect
616-10	9" Floor Tile cream with gray	Second Floor Bedroom 1	130 Square feet	Non Detect
616-11	Roofing Materials	House Roof	2,445 Square feet	Non Detect
616-12a	Stucco with Drywall and Plaster	Second Floor Rooms	1,000 Square feet	Non Detect
616-12b	Stucco with Drywall and Plaster	Second Floor Rooms	Same as above	Non Detect
616-12c	Stucco with Drywall and Plaster	Second Floor Rooms	Same as above	Non Detect
616-13	Drywall (½ inch)	Throughout	840 Square feet	Non Detect

Date Inspected: 09/03/2010

Asbestos samples analyzed by Polarized light Microscopy (PLM). ACM - Asbestos Containing Material

Asbestos containing materials are defined as materials that contain greater than one percent (>1%) asbestos.

Duct wrap was visible on 2nd Floor register boots however as destructive sampling methods were not used, the potential for additional wrap in the walls between the 1st and 2nd Floor duct work exists.

Shaded and Bolded materials must be removed prior to demolition.

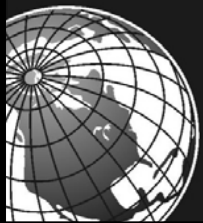
Attachment 1



Fluorescent Light Bulbs and Ballasts
Kitchen



Fluorescent Light Bulbs
Kitchen



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Genesee County Renovation Environmental Inspection Summary
Parcel ID: 40-12-455-006
Address: 616 and 618 W. University, Flint, Michigan

**Pictures of Hazardous
Materials**

Prepared By:	J.M.H.
Taken:	09/03/10
Page:	1



Example of Duct Wrap Straight Run from first to second floor.
Dining Room/Kitchen (West Side of House)



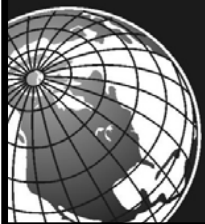
Example of Duct Wrap around Register Boot
Second Floor Bedroom



Example of Duct Wrap on Register Boot
Basement/First Floor



Example of Duct Wrap 16" and 10" pipes
Basement/Crawl Space



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ENGINEERING INC.**

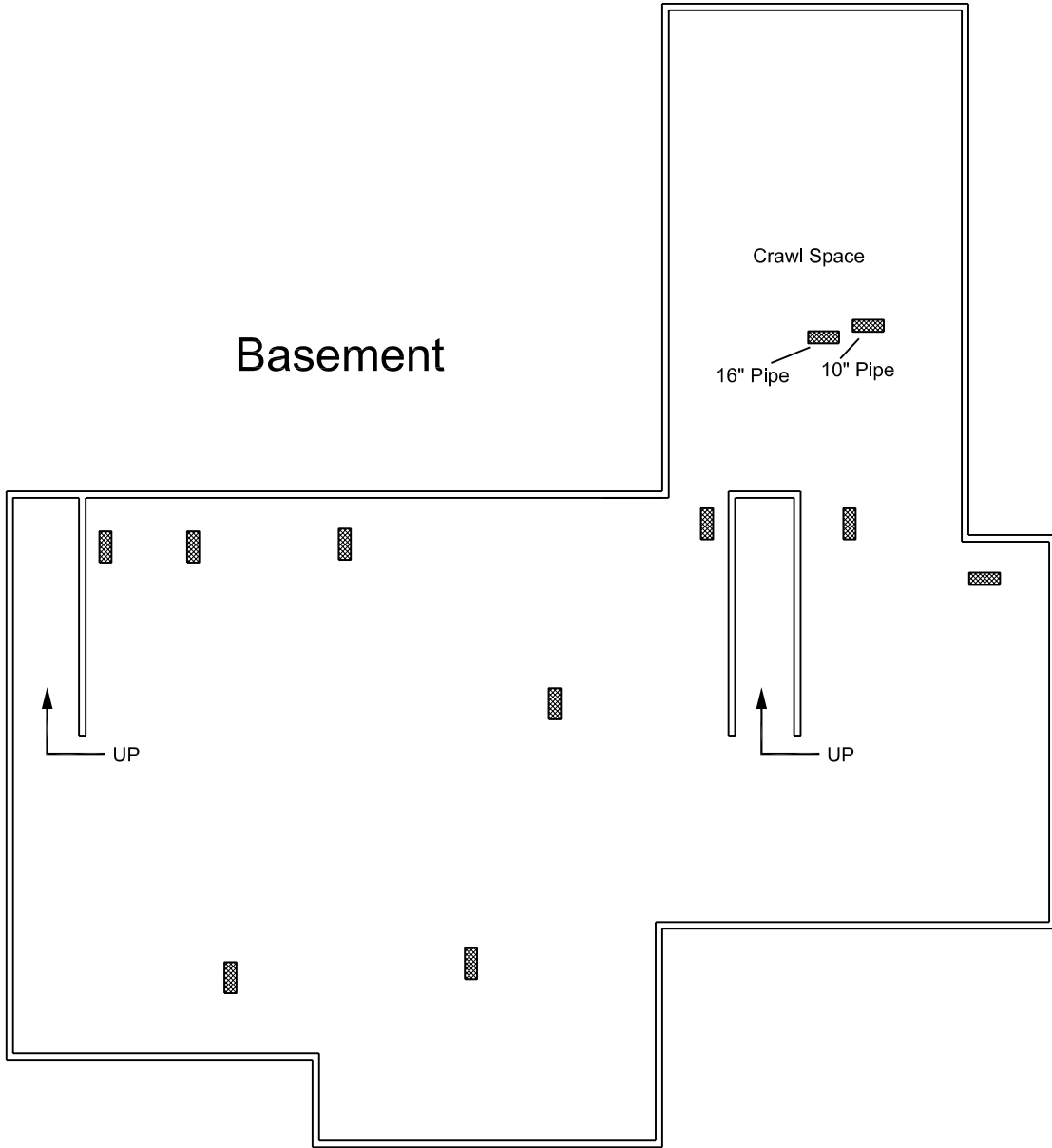
Genesee County Renovation Environmental Inspection Summary
Parcel ID: 40-12-455-006
Address: 616 and 618 W. University, Flint, Michigan

**Pictures of Asbestos
Containing Material**

Prepared By:	J.M.H
Taken:	09/03/2010
Page:	2

Attachment 2





Basement



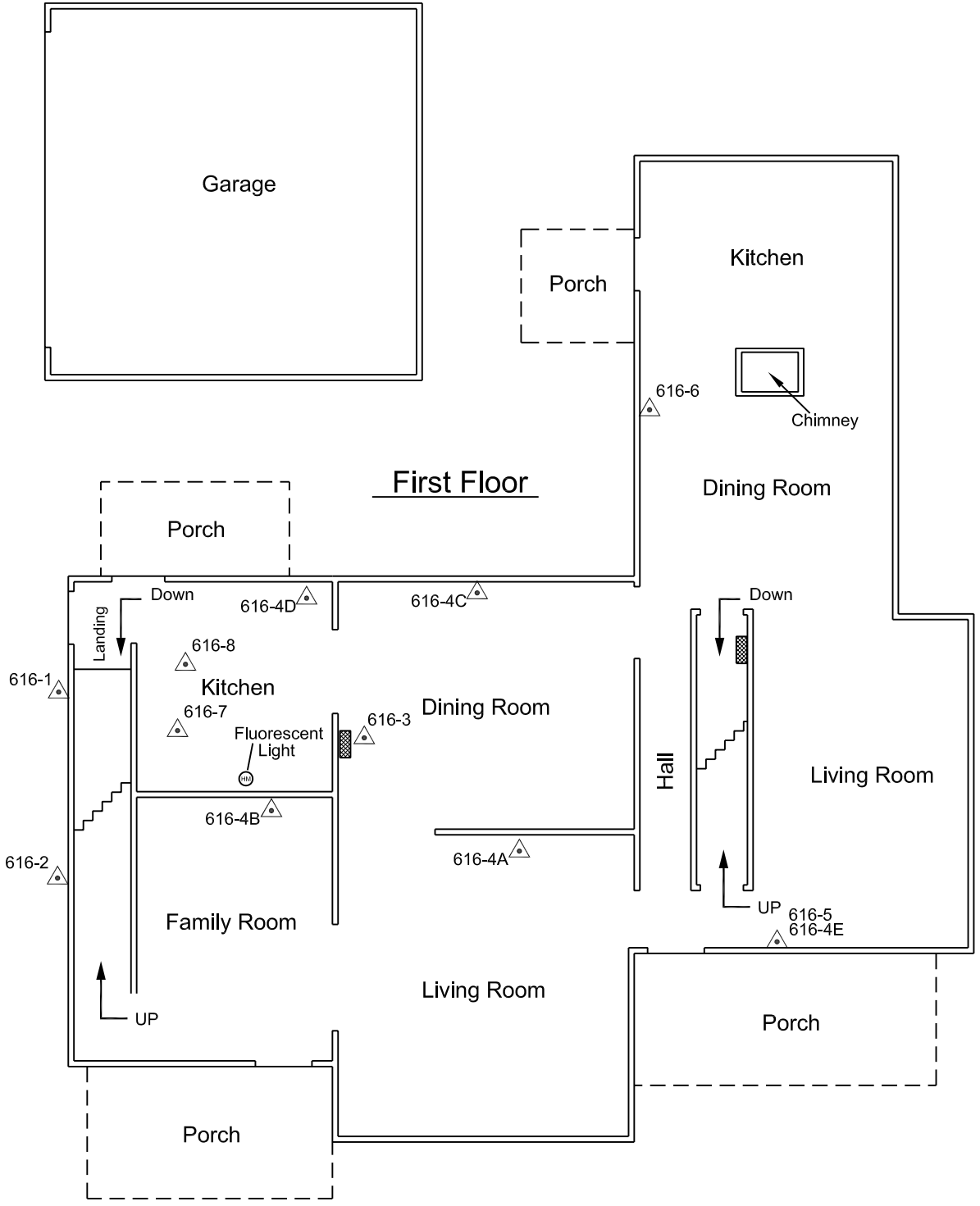
Not to scale



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ENGINEERING INC.

-  SAMPLE LOCATION
-  HAZARDOUS MATERIAL
-  FRIABLE ACM
-  TIRE

616 University Ave. Flint, Michigan	
Site Map	
Last Modified: September 2010	Attachment No.:
Project No.: F1413	2



Not to scale

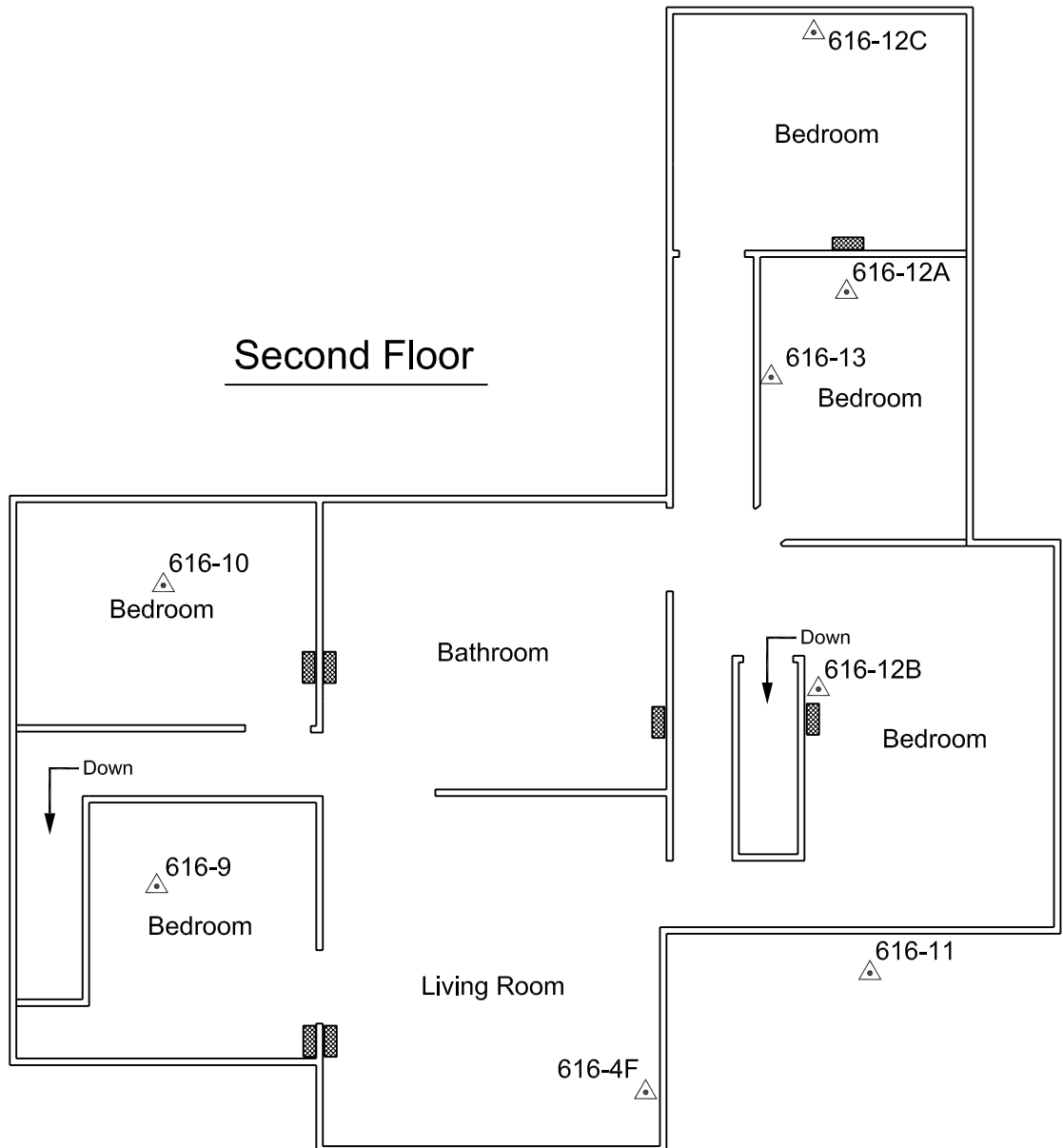


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ENGINEERING INC.

- ▲ SAMPLE LOCATION
- ⊕ HM HAZARDOUS MATERIAL
- ⊗ FRIABLE ACM
- TIRE

616 University Ave. Flint, Michigan	
Site Map	
Last Modified:	Attachment No.:
September 2010	2
Project No.:	
F1413	





Second Floor



Not to scale



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ENGINEERING INC.

-  SAMPLE LOCATION
-  HAZARDOUS MATERIAL
-  FRIABLE ACM
-  TIRE

616 University Ave. Flint, Michigan	
Site Map	
Last Modified: September 2010	Attachment No.:
Project No.: F1413	2

Attachment 3



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Genesee County Land Bank - 616 W. University
Project #

Report To:

Ms. Julie Herrick
Global Environmental
6140 Rashelle Dr., Ste. 1
Flint, MI 48507

ARI Report # 10-32615
Date Collected: 09/03/10
Date Received: 09/07/10
Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 01 Cust. #: 616-1 Material: Window Caulk Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 32615 - 02 Cust. #: 616-2 Material: Blown Insulation Location: Appearance: grey,fibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Other - 60%
Lab ID #: 32615 - 03 Cust. #: 616-3 Material: Duct Wrap Location: Appearance: grey,fibrous,homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 60%	Other - 40%

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

Robert T. Letarte Jr., Laboratory Director

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



NVLAP Lab Code 102118-0



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

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Date Received: 09/07/10
Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 04 Cust. #: 616-4 A Material: Plaster Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 32615 - 05 Cust. #: 616-4-B Material: Plaster Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%
Lab ID #: 32615 - 06 Cust. #: 616-4-C Material: Plaster Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 10% Other - 90%

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

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Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 07 Cust. #: 616-4-E Material: Plaster Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 32615 - 07a Cust. #: 616-4-E Material: Mortar Location: Appearance: beige, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 32615 - 08 Cust. #: 616-4-F Material: Plaster Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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

Robert T. Letarte Jr., Laboratory Director

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Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 08a Cust. #: 616-4-F Material: Mortar Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 32615 - 09 Cust. #: 616-5 Material: 1/4" Drywall Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 32615 - 10 Cust. #: 616-6 Material: 1x1 Ceiling Tile Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%

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Date Received: 09/07/10
Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 11 Cust. #: 616-7 Material: Linoleum Location: 1st Floor - Kitchen Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Fiberglass - 20% Other - 80%
Lab ID #: 32615 - 12 Cust. #: 616-4d Material: Plaster Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 32615 - 13 Cust. #: 616-8 Material: 1x1 Floor Tile Location: 1st Floor - Kitchen Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO Chrysotile - < 1%	Other - 100%

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

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Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 14 Cust. #: 616-9 Material: 1x1 Wood Pattern Floor Tile Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 32615 - 15 Cust. #: 616-10 Material: 9x9 Floor Tile Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 32615 - 16 Cust. #: 616-11 Material: Roofing Shingles Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 25% Other - 75%

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

Robert T. Letarte Jr., Laboratory Director

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Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 17 Cust. #: 616-12-A Material: Plaster w/Stucco Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 32615 - 18 Cust. #: 616-12-B Material: Plaster w/Stucco Location: Appearance: grey, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 15% Other - 85%
Lab ID #: 32615 - 19 Cust. #: 616-12-C Material: Plaster w/Stucco Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Other - 95%

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

Robert T. Letarte Jr., Laboratory Director

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



NVLAP Lab Code 102118-0



Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: Genesee County Land Bank - 616 W. University
Project #

Report To:

Ms. Julie Herrick
Global Environmental
6140 Rashelle Dr., Ste. 1
Flint, MI 48507

ARI Report # 10-32615
Date Collected: 09/03/10
Date Received: 09/07/10
Date Analyzed: 09/14/10
Date Reported: 09/14/10

Sample Information	Asbestos Type/Percent	Non-Asbestos
Lab ID #: 32615 - 20 Cust. #: 616-13 Material: 1/2" Drywall Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

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

Robert T. Letarte Jr., Laboratory Director

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



NVLAP Lab Code 102118-0

APEX Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189
 Phone: 734-449-9990
 E-mail: apexresearch@chartermi.net
 Fax: 734-449-9991

APEX #

32615

Client Name: GLOBAL ENVIRONMENTAL
 Address: 6140 RASHELLE DR SUITE 1
 City, St, Zip: FLINT, MI 48507
 Phone: 810.238.9198 Fax: 810.238.9195

Date of Survey: 9-3-2010
 Project: GENESSEE COUNTY LAND BANK
 Project #: ~~1329~~ 616 W. UNIVERSITY DR.
 Contact Person: JULIE HERBECK

Lab Use Only
 Log-In _____
 Report _____

Turn Around Times: (Circle One)

Rush 24 hour
 48 hour 72 hour
 Other: 5 DAY TTP _____

Asbestos: Bulk Wipe _____ Point Count _____ PCM _____
 Lead: Bulk _____ Wipe _____ Air _____ Paint _____ Soil _____
 Mold: Bulk _____ Tape _____ Biosis _____ Other _____ Viable _____
 TEM: AHERA 7400 _____ Bulk/NOB _____ EPA Level II _____

Lab ID #	Client ID #	Material/Location	Volume	Area	Results
1	616-1	WINDOW CAULK			
2	616-2	BLOWN INSULATION			
3	616-3	DUCT WRAP			
4	616-4-A	PLASTER			
5	616-4-B	PLASTER			
6	616-4-C	PLASTER			
7	616-4-E	PLASTER			
8	616-4-F	P			
9	616-5	DRYWALL 1/4"			
10	616-6	1'x1' CEILING TILE			
11	616-7	LINOLEUM 1ST FLOOR KITCHEN			
12	616-4-D	PLASTER			

Relinquished by: [Signature] Date: 9-3-2010
 Received by: OPS Date: 9-3-2010

Relinquished by: _____ Date: _____
 Received by: S. J. Jay Date: 9-9-10 11:44

RECEIVED

SEP 07 2010

APEX RESEARCH

APEX Research, Inc.

11054 Hi Tech Drive, Whitmore Lake, MI 48189 Phone: 734-449-9990
 E-mail: apexresearch@chartermi.net Fax: 734-449-9991

Client Name: GLOBAL ENVIRONMENTAL

Address: 6140 RASHELLE DR SUITE 1

City, St., Zip: FLINT, MI 48507

Phone: 810.238.9190 Fax: 810.238.9195

Date of Survey: 9-3-2010

Project: GENESSEE COUNTY LAND BANK

Project #: 616 W. UNIVERSITY DR.

Contact Person: JULIE HERBECK

Lab Use Only
 Log-In _____
 Report _____

Turn Around Times: (Circle One)

Rush 24 hour

48 hour 72 hour

Other: 5 DAY TRP _____

32615

Asbestos: Bulk X Wipe _____ Point Count _____ PCM _____
 Lead: Bulk _____ Wipe _____ Air _____ Paint _____ Soil _____
 Mold: Bulk _____ Tape _____ Biosis _____ Other _____ Viable _____
 TEM: AHERA 7400 _____ Bulk/NOB _____ EPA Level II _____

Lab ID #	Client ID #	Material/Location	Volume	Area	Results
13	616-8	1'x1' FLOOR TILE / 1 ST FLOOR KITCHEN			
14	616-9	1'x1' FLOOR TILE - WOODEN PATTERN			
15	616-10	9" x 9" FLOOR TILE - CREAM GREY STRIPES			
16	616-11	ROOFING SHINGLES			
17	616-12A	PASTER w/ STUCCO & DEWIK			
18	616-12B	PASTER w/ STUCCO			
19	616-12C	PASTER w/ STUCCO			
20	616-13	1/2" DEWIK			

Relinquished by: [Signature] Received by: UDS

Date: 9-3-2010 Date: 9-3-2010

Relinquished by: _____ Received by: [Signature]

Date: _____ Date: SEP 07 2010 9-7-10 llaw

Attachment 4

NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH



MICHIGAN DEPT. OF ENVIRONMENTAL QUALITY (MDEQ)
AIR QUALITY DIVISION, NESHAP, 40 CFR Part 61, Subpart
M, (\$27,500 penalty per day per violation for failure to comply)



MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC
GROWTH (MDLEG), ASBESTOS PROGRAM, P.A. 135 OF
1986, AS AMENDED, Section 220 (1-4) or (8)

MDEQ/MDLEG USE ONLY

Postmark Date ___/___/___ Rec'd Date ___/___/___

Ok Send Def Ltr. Date of Def Ltr. ___/___/___

FOLLOW UP ___/___/___ Spoke w/ _____

Comments: _____

Notification No. _____ Trans No. _____

Calculate MDLEG Asbestos Project Fee: (1% Project Fee)

Total Project Cost: _____ x 0.01 = _____

Type of Contractor: _____ License No.: _____

Licensing Authority: _____

1. NOTIFICATION:

Date of Notification: _____

Date of Revision(s): _____

Notification Type: Original Revised Canceled Annual

Mark appropriate boxes: (both NESHAP and MDLEG may apply):

NESHAP (MDEQ) [260 In. ft./160 sq. ft. or more is threshold]

- Planned Renovation – 10 **working** days notice
- Emergency Renovation
- Scheduled Demolition – 10 **working** days notice
- Intentional Burn – 10 **working** days notice
- Ordered Demolition

MDLEG [Will not accept annual notifications]

- Demo, Reno, Encap. (>10 In. ft./15 sq. ft.) 10 **calendar** days notice
- Emergency Renovation/Encapsulation

2. PROJECT SCHEDULE:

	START DATE	END DATE
* Renovation	_____	_____
+Asb. Removal	_____	_____
+Demolition:	_____	_____
Encapsulation:	_____	_____

Work Schedule: Please indicate the anticipated days of the week and work hours for the purpose of scheduling a compliance inspection.

	Days of the Week	Work Hours
Asb. Removal:	_____	_____
Demolition:	_____	_____
Encapsulation:	_____	_____

* Includes setup, build enclosure, asbestos removal, demobilizing, etc.
+Include **only** those dates you are conducting asbestos removal/demo.

Check here if this is a multi-phased project, attach a schedule showing the start/end date of each phase.

10. IS ASBESTOS PRESENT? Yes No

Estimate the amount of asbestos: Include RACM (Regulated Asbestos Containing Material) to be removed, encapsulated, etc. Also include the amount and type (floor tile, roofing, etc.) of non-friable Category I and/or Category II ACM that **will not** be removed prior to demolition. (**NOTE:** In a demolition, cementitious ACM **cannot** remain in a structure, as it is likely to become regulated in the demolition/handling process. It **must** be removed prior to demolition.)

RACM to be Removed	RACM to be Encapsulated	Non-friable ACM not removed prior to demo.		Units of Measure	
		Category I	Category II		
				<input type="checkbox"/> Ln. Ft.	<input type="checkbox"/> Ln. M.
				<input type="checkbox"/> Sq. Ft.	<input type="checkbox"/> Sq. M.
				<input type="checkbox"/> Cu. Ft.*	<input type="checkbox"/> Cu.M.*

*Volume (cubic ft./meters) should be used only if unable to measure by linear/square measure (example: asbestos has fallen off of surface).

3. ABATEMENT CONTRACTOR: Internal Project #: _____

Name: _____

Mailing Address: _____

City/State/Zip: _____

Contact: _____ Phone: _____

4. DEMOLITION CONTRACTOR: Internal Project #: _____

Name: _____

Mailing Address: _____

City/State/Zip: _____

Contact: _____ Phone: _____

5. FACILITY OWNER: ("Facility" includes Bridges)

Name: _____

Mailing Address: _____

City/State/Zip: _____

Contact: _____ Phone: _____

6. FACILITY DESCRIPTION:

Facility Name: _____

Location Address/Description: _____

_____ If Apt. # of units: _____

City/Twp. _____ State: _____ Zip Code: _____

County: _____ Nearest Crossroad: _____

Size: (sq. ft.) _____ No. of Floors: _____ Floor No.: _____

Age: _____ Present Use: _____ Prior Use: _____

Specific Location(s) in Facility: _____

7. DISPOSAL SITE:

Name: _____

Location Address: _____

City/State/Zip: _____

8. WASTE TRANSPORTER 1:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

WASTE TRANSPORTER 2:

9. ORDERED DEMOLITIONS: (See NESHAP regulations for definition of "Ordered Demolition.") A copy of the official Order must accompany this notification.

Gov't Agency Ordering Demo: _____

Name/Title of Person Signing Order: _____

Date of Order: _____ Date Ordered to Begin: _____

(continued on reverse side)

NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH (continued)

11. PROJECT DESCRIPTION: Complete **A) for Renovation** (asbestos removal/encapsulation) and/or **B) for Demolition**:

A) RENOVATION: Mark all surfaces/types of RACM to be removed:

- Piping Fittings Boiler(s) Tanks(s)
 Beam(s) Duct(s) Tunnel(s) Ceiling Tile(s)
 Mag Block Other (describe) _____

Encapsulation (for MDLEG): Mark surfaces/types to be encapsulated:

- Piping Fittings Boiler(s) Tank(s)
 Beam(s) Duct(s) Tunnel(s) Ceiling Tile(s)
 Other (describe) _____

Method of removal: Describe how the asbestos will be removed from the surface (example: glove bag, scrape with hand tools, cut in sections and carefully lower, etc.): _____

B) DEMOLITION: Describe the method of demolition of facility, bridge, etc., and indicate if complete or partial. If partial, describe which part of facility bridge, etc., will be demolished: _____

12. ENGINEERING CONTROLS: Describe work practices and engineering controls used to prevent visible emissions before, during, and after removal, and until proper disposal: _____

13. UNEXPECTED ASBESTOS: Describe the steps you intend to follow in the event that unexpected RACM is found or previously non-friable asbestos becomes friable (crumbled, pulverized, reduced to powder, etc.) and therefore regulated: _____

14. PROCEDURE(S) USED TO DETECT THE PRESENCE OF ASBESTOS: **A)** Indicate how you determined whether or not asbestos is in the facility. If analytical sampling was used, describe method of analysis. (The determination of the presence or absence of asbestos must be made prior to submitting a renovation/demolition notification.): _____

B) Name, address, and phone number of company performing asbestos survey: _____

C) Name, accreditation number of inspector, and date of inspection: _____

15. EMERGENCY RENOVATIONS: Date/time of emergency: _____ Describe the sudden, unexpected event: _____

Explain how the event caused unsafe conditions, and/or would cause equipment damage and/or an unreasonable financial burden: _____

16. I certify that an individual trained in the provisions of 40 CFR Part 61, Subpart M, will be on-site during the renovation and during demolition involving RACM above the cutoff and/or during an ordered demolition. Evidence that this person has completed the required training will be available for inspection at the renovation or demolition site.

Signature of Owner or Abatement Contractor Date

Signature of Owner or Demolition Contractor Date

17. Signature Requirements for Projects with Negative Pressure Enclosures: (required by MDLEG)
Per Section 221(1)(2) of P.A. 135 of 1986, as amended, clearance air monitoring is required for any asbestos abatement project involving 10 linear feet/15 square feet or more of friable material which is performed within a negative pressure enclosure. I (the building owner or lessee) have been advised by the contractor of my responsibility under Act 135 to have clearance air monitoring performed on this project.

Signature of Building Owner or Lessee Date

Signature of Asbestos Abatement Contractor Representative Date

NOTE: It is not mandatory that a signed copy by sent to MDLEG unless requested. For affected projects, this section of the notification form must be completed, signed, and made part of **your** records before the project begins.

18. I certify that the above information is correct:

SIGNATURE OF OWNER/OPERATOR DATE

MAILING ADDRESSES/PHONE NUMBERS: (See Item 1 on reverse side to determine which regulations are applicable to your project.)

For **Public Act 135 of 1986, as amended, Section 220 (1-4) or (8)**, mail to address below. For more info visit: <http://www.michigan.gov/asbestos>.

MDLEG-CSHD-ASBESTOS PROGRAM
 P.O. Box 30671
 Lansing, MI 48909-8171

517.322.1320 (office), 517.322.1713 (fax)

For **NESHAP Demolitions/Renovations, 40 CFR, Part 61, Subpart M**, mail notifications to the appropriate address below (by county of subject facility): For more info visit <http://www.michigan.gov/deg> click on Air, then Asbestos NESHAP Program.

All Counties (except Wayne County)

NESHAP Asbestos Program
 MDEQ, AQD
 P.O. Box 30260
 Lansing, MI 48909-7760

517.373.7064

Wayne County Only

NESHAP Asbestos Program
 Detroit Field Office, MDEQ, AQD
 Cadillac Place, Suite 2-300
 3058 West Grand Boulevard
 Detroit, MI 48202

313.456.4686