



December 15, 2023

**GENESEE COUNTY LAND BANK REQUEST FOR APPLICATIONS FOR DEMOLITION/ABATEMENT
CONTRACTOR PRE-QUALIFICATION**

Applications will be received electronically by the Genesee County Land Bank Authority (GCLBA), from eligible firms for the purpose of receiving bid opportunities and possible contract awards for abatement and demolition work.

Each applicant is responsible for becoming pre-qualified prior to submitting bids or proposals for projects issued on parcels within Genesee County and designated by the GCLBA. Please be aware that GCLBA may request resubmittal of a complete application if more than three months have elapsed from your firm's original application.

This request for applications is to qualify bidders based on minimum qualification criteria. While your company may meet minimum qualification requirements to be able to submit bids in response to GCLBA procurements, GCLBA's demolition program is primarily grant funded and different funds come with different requirements that may be in addition to minimum qualification requirements. Please be sure to thoroughly review each bid before submitting a response to ensure your company meets any additional funding specific requirements beyond the minimum qualifications. A good example of such a requirement is registration with www.sam.gov. While not required for pre-qualification, it is a requirement for prime contractors that work with federal funding such as Community Development Block Grants and American Rescue Plan Act (ARPA) funding. All procurement is conducted in accordance with the policies and requirements included in the GCLBA Invitation for Bids (IFB) and/or Request for Proposals (RFP). Copies of IFBs and RFPs are on file and available for inspection at the Genesee County Land Bank or on the Land Bank website at: www.thelandbank.org.

Currently, GCLBA is only pre-qualifying contractors and issuing bids for abatement and demolition scopes combined. In the future, GCLBA may pre-qualify contractors interested in demolition only and abatement only in case we secure additional funding and are able to issue those types of bids.

If you review these documents and find that maybe your company does not meet the qualification requirements, there may still be subcontracting and networking opportunities for your company. GCLBA may include your company information in a listing of companies that can be provided to prime

contractors and other organizations seeking services. Please note that such lists are provided for reference only and do not represent an endorsement of any company or individual that may appear on such a list. To be added to a list of firms seeking to be potential subcontractors, please confirm your interest in being added via email. You must include the following information to be added to such a list:

Business Name; Contact Name; Phone; Email; Address; A description of your Industry/Services

You should also indicate whether your company qualifies as Section 3, Minority-owned, Woman-owned, or an otherwise Disadvantaged Business Enterprise. GCLBA may offer preference in contracting to bidders that qualify as one of these business enterprises or incorporates such businesses into their contracts with GCLBA. You can find more information on our website about Section 3 qualification as well as qualifying as a Woman, Minority, or Disadvantaged business enterprise. We have also provided resources to help identify such firms for potential incorporation into proposals.

In an effort to ensure as many firms as possible are aware of opportunities under which they may seek to subcontract with a pre-qualified firm, GCLBA may include firms that are not pre-qualified in emailed notifications of IFBs/RFPs. Being included in email notifications of bidding opportunities does not mean that you are pre-qualified to submit bid responses.

Questions regarding this request for applications should be directed to demo@thelandbank.org. Respondents are authorized to communicate with GCLBA Demolition Program Staff that respond to communications sent to demo@thelandbank.org.

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REQUEST FOR APPLICATION

SECTION 1: PURPOSE

The Genesee County Land Bank Authority (GCLBA) is seeking to minimally qualify firms to provide asbestos abatement and demolition related services for selected residential/commercial properties within the boundaries of Genesee County. **Only firms/contractors that are on the GCLBA's Bidders List can respond to Requests For Proposals and Invitations For Bid (RFP/IFB) issued by the GCLBA for demolition and abatement services.**

Companies added to the GCLBA's Bidder's List shall have the capability to perform any possible future contract and the integrity and reliability to assure good faith performance. This requirement includes the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

Potential bidders must complete a Prequalification Packet for the services that they are licensed and/or certified to perform. These documents must be submitted, reviewed, and approved before GCLBA will review submitted proposals for potential contract award.

SECTION 2: SUMMARY OF WORK/SCOPE OF WORK

Scopes of work are detailed in each Invitation for Bids/Request for Proposals. Scopes are currently for abatement and demolition combined. The scopes may be applied to structures and sites that are commercial and/or residential in nature. The purpose of such projects is to provide abatement, demolition, waste disposal, and site protection and restoration of blighted and/or dangerous structures located in the City of Flint and Genesee County. General abatement and demolition scopes can be found in Appendix 1. Additional examples of complete bids, including scopes of work are available at http://www.thelandbank.org/closed_bids.asp.

GCLBA's demolition program is primarily grant funded. Different funds come with different requirements, and while your company may become pre-qualified to submit bids for potential contract award, bidders are expected to thoroughly review each procurement before submitting a response to ensure your company meets any additional funding specific requirements beyond the minimum qualifications. A good example of such a requirement is registration with www.SAM.gov. While not required for pre-qualification, it is a requirement for prime contractors that work with federal funding such as Community Development Block Grants and American Rescue Plan Act (ARPA) funding. Funding sources are identified in each procurement. Successful bidders are expected to understand and operate within the rules and regulations associated with contract funding. All procurement is conducted in accordance with the policies and requirements included in the GCLBA Invitation for Bids (IFB) and/or Request for Proposals (RFP).

SECTION 3: INSTRUCTIONS TO APPLICANTS

1. Submit one electronic copy including a signature on the Signature Page of the person authorized to make binding offers. All applications become the property of the Genesee County Land Bank Authority (GCLBA).
2. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Application, shall be made by and through the contact referenced in this solicitation. **No contact regarding this solicitation made with other GCLBA employees is permitted. Any violation of this condition may result in the immediate rejection of Application.**
3. The GCLBA Standard Terms and Conditions as defined in the Procurement Process for State and Federal Grants document (Appendix 2) are an integral part of the bidding process. Applicants that are successfully pre-qualified to submit responses to bidding opportunities are assumed to have read, understood, and accepted these Standard Terms and Conditions.
4. The GCLBA requires a signed Bidders Insurance Checklist with each application, bid and proposal submitted. Insurance coverage required per the specifications governing work must be provided prior to any contract starting date and kept in full effect and compliance during the entire contract period. GCLBA must be listed as additionally insured. Failure to comply with these provisions will cause termination of the contract.
5. Prospective bidders shall be responsible for routinely checking the Genesee County Land Bank website at <http://www.thelandbank.org> for issued addendum and other relevant information. GCLBA shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this Request for Applications or any Invitation for Bids or Request for Proposals.
6. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services described in IFBs/RFPs and if contracted, further agree to protect and defend the Genesee County Land Bank Authority against all claims or demands whatsoever, and to hold the Genesee County Land Bank Authority harmless from any loss or damage resulting therefrom.
7. See Submittal Requirements (*Section 4 below*) for submitting application in the required format.

SECTION 4: SUBMITTAL REQUIREMENTS

A. Letter of Interest

Please submit a Cover Letter of Interest on your company's letterhead signed by a duly authorized officer or representative of the Applicant. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Applicant and team. Please ensure you are including information for Genesee County Land Bank Authority (GCLBA) to assess your qualifications in regards to the Minimum Qualifications set forth in this Request for Applications.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Applicant. For purposes of this application "Principals" shall mean persons possessing an ownership interest in the Applicant.

If the Applicant is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Applicant/bidder.

B. Additional Information Required in Written Narrative

1. Describe your company's experience and capacity to do the work you are applying to do. Include the number of employees you keep on staff. List of projects your company is currently committed to and briefly explain whether you regularly experience conflict in scheduling work under multiple contracts. Explain how you would resolve a conflict should one arise between a Genesee County Land Bank Authority (GCLBA) contract if one were awarded and other active projects to which your company may be committed.
2. Describe your familiarity with the GCLBA and basic understanding of programs (see www.thelandbank.org for more information) including previous experience with other Land Banks.
3. Describe the qualification of project staff that would be assigned to potential GCLBA contracts, including :
 - a. Relevant professional and educational experience.
 - b. Identification of specific staff individuals with experience managing demolition projects.
4. Describe the type of subcontractors that may be utilized under potential GCLBA contracts, including:
 - a. What scopes would you use subcontractors to fulfill?
 - b. Describe the process you will use to vet potential subcontractors to ensure that they are qualified to complete the work for which they are subcontracted

- c. Describe the steps will you take to oversee environmental abatement work (staff or subcontractors) to ensure that the work is completed in compliance with all applicable state and federal regulations.
5. State your company's capacity to complete multiple projects (demolition and/or abatement) on a weekly basis. How many abatement projects can you comfortably complete in a week? How many demolition projects can you comfortably complete in a week?
6. Past projects will be reviewed to determine if the applicant has successfully completed projects similar in scope and scale. Applicant should provide narrative examples of three (3) projects that are similar in scope and scale to your stated capacity. The narrative should be more detailed than information provided in Attachment B. Detail your company involvement in these projects including any difficulties encountered and how they were resolved.
7. MBE/WBE/DVBE and Section 3 Business Enterprise inclusionary goal:
Applicant should state whether they are an MBE/WBE/DBE or Section 3 business enterprise. If applicant qualifies, please provide a copy of a current MBE/WBE/DBE or Section 3 certification letter. Firms that do not qualify as MBE/WBE/DBE or Section 3 should explain how they will meet inclusion goals of 10% of the monetary value of awarded contracts. Such firms should provide certifications for subcontractors utilized to meet this goal.

C. Additional Submittals

1. Utilize the provided Checklist to assist you in ensuring all required submittals are included in your application. Submit your completed Checklist with your application.
2. Provide an itemized list of the company's equipment.
3. Please submit a detailed generic work plan for the scope of work you are interested in completing. Note that site specific information will be required with submittal of bids and a detailed contract specific work plan will be required of successful bidders.
4. Please submit your company's Health and Safety Plan maintained for compliance with local, state, and federal requirement.
5. Submittals demonstrating compliance as described in Minimum Qualifications of Construction Bidders in Appendix 2 to include Evidence of Financial Stability, Insurance, Bonding Capacity, licensing and certifications.
6. Submit all attachments included hereto:

A- GENESEE COUNTY LAND BANK BIDDER'S INSURANCE CHECKLIST

B- LIST OF REFERENCES (3) RELATED TO SCOPE OF WORK FROM THE LAST 5 YEARS

C- SIGNATURE PAGE

D- CAPACITY & EXPERIENCE

E- SECTION 3 INFORMATION

F- CERTIFICATION FORM OF BUSINESS ENTERPRISE

G- CONFLICT OF INTEREST STATEMENT

H- DEBARMENT AND SUSPENSION STATEMENT

SECTION 5: PREQUALIFICATION EVALUATION CRITERIA

Genesee County Land Bank Authority (GCLBA) will review applications and qualifications in accordance with the minimum qualifications and submittal requirements set forth in this application and the objectives and policies of the GCLBA Demolition Program. Applications and supporting documentation must be submitted for review and approved before GCLBA will review a submitted response to any request for proposals issued by the GCLBA. All applicants that meet the minimum qualification will be added to the GCLBA Bidder's List. Only firms/contractors that are on the GCLBA Bidder's List can respond to RFP's issued by the GCLBA.

If an applicant does not convince GCLBA that it possesses the minimum qualifications with the application, GCLBA shall deem the applicant not qualified and the applicant will not be added to the Bidder's List or considered for contract award as applicable.

Please be aware that GCLBA may request resubmittal of a complete application if more than three months have elapsed from your firm's original application.

QUESTIONS

Questions regarding pre-qualification should be submitted in writing via email to demo@thelandbank.org. Responses will come from GCLBA staff with the Demolition Program.

SUBMITTAL OF APPLICATION

Responses to this Request for Applications should be delivered electronically to demo@thelandbank.org. Demolition program staff will respond to confirm receipt and confirm contacts that applicant may expect to correspond with regarding application. If you do not receive confirmation of receipt, please call GCLBA at 810-257-3088 and ask to speak with someone on the demolition to verify receipt or coordinate alternative submittal method as necessary.

BIDDER'S LIST PRE-QUALIFICATION APPLICATION CHECKLIST

Yes/No/ Expiration	MINIMUM QUALIFICATION AND SUBMITTAL REQUIREMENTS – Include all documentation
	Submittal Format followed
	Letter of Interest with required information as defined in Section 4(A): 1 / 2 / 3 / 4
	Written Narrative with Required Additional Information as defined in Section 4(B): 1 / 2 / 3A / 3B / 4A / 4Bi / 4Bii / 4Biii / 5 / 6 / 7
	Bidder's List Pre-qualification Application Checklist
	Itemized List of Company's Equipment
	Detailed generic Work Plan for scope of interest
	Company's Health and Safety Plan
	Evidence of Financial Stability
	Attachment A- Evidence of Insurance
	Current Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (Must be incorporated for at least 3 years)
	Attachment B- References – Documented with contact information. References should be related to the scope of work and must be recent, with projects completed in the past 3 years.
	Attachment C- Signature Page
	Attachment D- Capacity and Experience: -- Bidders must have a minimum of 3 years relevant and proven experience providing professional licensed demolition and/or abatement services.
	Bond Rating/Capacity Letter —Bidders must have ability to secure a bond in 5% of the amount of their bid and 100% Performance and Payment bonds in the amount of the contract. Bond requirement shall be increased consistent with any contract amount increase. Surety on such bonds must be bona fide company authorized to do business in the state of Michigan. For Pre-qualification purposes, applicants should provide a letter from the bonding company they intend to use stating bonding capacity and surety rating.
	Attachment E- Section 3 information
	Attachment F- Certification Form of Business Enterprise & Supporting Documentation

	Attachment G- Conflict of Interest Statement & Supporting Documentation
	Attachment H- Debarment and Suspension Statement & Supporting Documentation
	<p>Michigan Builders License or Maintenance and Alterations license with House Wrecking (must be in Company Name)</p> <ul style="list-style-type: none"> ○ Issued to: _____ ○ Qualifying Officer: _____
	Michigan Accredited Asbestos Certification for Company
	Michigan Accredited Asbestos Certification for Asbestos Supervisor(s)
	Michigan Accredited Asbestos Certification for workers
	OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
	Lead Awareness for workers
	EGLE Scrap Tire Hauler Registration (Please note, this is the ONLY license we do not require the prime contractor to hold. We do require evidence that respondents have identified appropriately licensed potential subs if they are not themselves certified scrap tire haulers.)
	Articles of Incorporation
	Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County. Ex: Sam.gov registration.

ATTACHMENT A: GENESEE COUNTY LAND BANK BIDDER'S INSURANCE CHECKLIST

Coverages Required	Limits (Figures denote minimums)
X 1. Workers' Compensation	Statutory limits of Michigan
X 2. Employers Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate \$1,000,000 including errors & omissions
4. Professional liability	\$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice
X 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
X 6. Contractual liability	\$1,000,000 general aggregate (gen. agg.) Excess Policy with limits at least
7. Explosion, Collapse, Subsidence	\$2,000,000
X 8. Automobile liability Owned, hired, nonowned	\$1,000,000 combined single limit each accident-Owned, hired, nonowned
9. Pollution Liability for contracts involving removal and disposal of waste or storage tanks	\$1,000,000 per loss \$1,000,000 aggregate
10. Authority's and Contractors Protective	
X 11. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Cancellation notice is to read:	
X 12. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.	
X 13. The certificate must state bid number and title	

A copy of the insurance certificate with the Genesee County Land Bank listed as a certificate holder is required and must be attachment to the response to this proposal.

Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Bidder

Signature

ATTACHMENT B: LIST OF REFERENCES (3) RELATED TO SCOPE OF WORK FROM THE LAST 3 YEARS

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

ATTACHMENT C: SIGNATURE PAGE

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the application,
3. has not engaged in any collusive actions with any other potential applicants,
4. is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state funded program or department,
5. hereby offers to enter into a binding contract with Genesee County Land Bank for the products and services herein offered, if selected by Genesee County Land Bank :

Name (Typed): _____

Signature: _____

Title: _____

Company: _____

Federal EIN: _____

Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this application.

Contact Name Position

Email

Mailing Address

Phone Fax

ATTACHMENT D: CAPACITY & EXPERIENCE

Company Name: _____

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

List staff that will be committed to GCLBA projects, staff qualifications, and staff experience. Include relevant professional and educational experience (provide documentation on attached sheet)

Demonstration of Capacity

Number of projects company can complete in a week period (if applicable):

Abatement: ☐ N/A ☐ 10 ☐ 15 ☐ 20 ☐ Other _____

Demolition: ☐ N/A ☐ 10 ☐ 15 ☐ 20 ☐ Other _____

Number of employees: _____

Subcontractor(s): Please note that each firm that becomes pre-qualified does so on the basis of their own qualifications and experience. Firms are not pre-qualified with specific subcontractors. GCLBA is interested in the scopes your firm may subcontract, but is not qualifying firms relying on subcontractors to meet requirements- with the exception of a Tire Hauler License which is the only license GCLBA does not require a pre-qualified demolition contractor to hold in their name. Any Contractor utilizing a subcontractor to achieve any of the work outlined in the scope of work is required to provide proof of appropriate certifications and insurances along with the prime contractor's request for subcontractor approval in relation to specific bids/contracts. Contractors are expected to manage their subcontractor(s) to fulfill the indicated scope. Contractor(s) will be held responsible for all work performed by their subcontractor(s). GCLBA will be reviewing applicant's experience for both scopes of work: abatement and demolition. Any firm that is successful in becoming pre-qualified will be appropriately licensed and insured for both scopes. If your firm consistently subcontracts some portion of the scope of work- such as asbestos abatement- be sure to describe your process for vetting and

overseeing subcontracted work so GCLBA can assess your experience with implementation. You will want to list firms you have subcontracted with in the past so that GCLBA can review these projects and verify your firm's experience in subcontracting and oversight.

Please provide this detail if applicable in your narrative.

Does Contractor have any EPA, MDEQ/EGLE, or OSHA/MIOSHA active or open inspections or investigations? If yes, please give dates, describe visit or incident and any changes to your policies and procedures. Use additional sheets as necessary. This information will also be required for any proposed subcontractors during bidding.

Has the Contractor been the recipient any EPA, MDEQ/EGLE, or OSHA/MIOSHA violations or fines in the past three (3) years? If yes, please give dates, describe incident and any changes to your policies and procedures. Use additional sheets as necessary. This information will also be required for any proposed subcontractors during bidding.

Identification of landfills and disposal sites who may participate in project(s):

Identify the water source that would be utilized for fugitive dust suppression during demolition and abatement projects. What would you use to apply the water to the demolition? Where would you acquire the water?

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work for (check all the apply) ___ demolition and environmental abatement and disposal of hazardous materials, ___ demolition only, ___ environmental abatement and disposal of hazardous materials. I certify that I have read the Scope of Work related to the work I am applying to become prequalified for that is included in a recent bid found at www.thelandbank.org.

Signed this _____ day of _____, _____

(Name of Contractor/ Authorized Representative)

(Signature of Contractor /Authorized Representative)

(Contractor Address)

(Phone)

(Email)

ATTACHMENT E: SECTION 3 INFORMATION

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.

The new Section 3 regulation, 24 CFR Part 75 still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. **Requiring recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provide economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods.**

HUD established nationwide benchmarks for work performed by tracking the labor hours. The two benchmarks are (1) twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and (2) five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by Targeted Section 3 workers. The five percent is within the twenty-five percent. The labor hours reported must include any labor hour charged against the budget of the project.

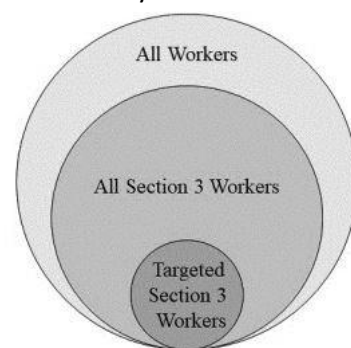
$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

Total Labor Hours

and

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

Total Labor Hours



Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, by the subrecipient, developer, general contractor, and subcontractor will be a factor in determining future awards of Section 3 covered assistance.

Definitions (24 CFR Part 75):

“Section 3 worker” * is any worker who meets at least one of the following criteria:

- Low- or very low-income, as established by HUD’s income limits (find: https://www.huduser.gov/portal/datasets/il/il2022/select_Geography.odn) ;
- living in a Qualified Census Tract (QCT) (find: https://www.huduser.gov/portal/sadda/sadda_gct.html) ;

- or employed by a Section 3 business concern.

“Targeted Section 3 worker” * for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - I. Living within the service area or the neighborhood of the project, as defined in [24 CFR § 75.5](#); or
 - II. A YouthBuild participant.

*Note: Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR [§ 75.31](#).

“Section 3 business concern” is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or Section 3 Frequently Asked Questions 5
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

CONTRACTOR RESPONSIBILITIES

1. Read, understand, and acknowledge Section 3 obligations and responsibilities. Explicitly acknowledge and confirm intent to comply.
2. Create a Section 3 Compliance Plan to include incorporation of the Section 3 Clause into subcontracts.
3. Complete and submit reports and documentation as requested which may include, but may not be limited to:
 - a. HUD 2516 Contract and Subcontract Activity
 - b. Provide weekly certified payrolls
 - c. Provide Workforce lists listing employees working on the project by company
 - d. Provide Certification for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns as appropriate
 - e. For each contractor and subcontractor, report:
 - i. The total number of labor hours worked by all workers;
 - ii. The total number of labor hours worked by Section 3 workers; and
 - iii. The total number of labor hours worked by Targeted Section 3 workers.
4. Undertake Qualitative Efforts to achieve Section 3 goals. Qualitative Efforts may, for example, include but are not limited to the following:
 - a. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - b. Provided training or apprenticeship opportunities.

- c. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- d. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- e. Held one or more job fairs.
- f. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- g. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- h. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- i. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- j. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- k. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- l. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- m. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- n. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts shall include the following clause (referred to as the "Section 3 Clause"):

1. 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.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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 75 regulations, and that they will comply with and cause to be included any subsequent agreement 24 CFR § 75.19 and § 75.27:
 - 24 CFR § 75.19 Requirements.**
 - (a) ***Employment and training.***
 - (1) To the greatest extent feasible, and consistent with existing Federal, state, and local

laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in [paragraph \(a\)\(1\)](#) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

24 CFR [§ 75.27 Contract provisions.](#)

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of [§ 75.19](#), regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

3. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 24CFR Part 75.
4. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

APPLICANT SECTION 3 ACKNOWLEDGMENT

I hereby certify that I have read Attachment E: Section 3 Information, including reviewing the additional information attached thereto (City of Flint Section 3 Application, HUD Income Limits, and Mott Workforce Resident Application). I understand my obligations under Section 3 if contracted and required under the contract. I will include the Section 3 Clause in all subcontracts/sub-agreements entered into as applicable.

Signature _____ Date signed _____

Print Name: _____

Print Title: _____

Print Company: _____

ATTACHMENT F: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: _____

Business Enterprise Status (Check all that apply):

MBE _____ WBE _____ SBE _____ LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s) (Check all that apply):

White _____ Black _____ Hispanic _____ Asian _____ Native American _____

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following: 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California, 2) one or more disabled veterans own 51% percent of the firm, 3) the management and control of the daily business operations are by one or more disabled veterans, and 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.

ATTACHMENT G: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

I, _____ of _____
(Name of Authorized Representative) (Name of Company/Firm)

State that:

1. I am authorized to make this affidavit on behalf of my firm, its owner, directors and officers. I am the person responsible in my firm for the price(s) and the amount of bids.
2. This company, corporation, firm, partnership or individual is not working in collusion with any other provider.
3. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
4. This company, corporation, firm, partnership or individual is fully aware that contracts are wholly or partially federally funded, and further, by submission of bids or proposal that the individual or form certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the GCLBA.
5. _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Genesee County Land Bank Authority in awarding accepting bids and awarding contract(s) for which purpose this application is submitted. I understand and my firm understands that misstatements in this affidavit is and shall be treated as fraudulent concealment from the Genesee County Land Bank Authority of the true facts relating to the submission bids and related contracts.

SIGNATURE SECTION

(Signature) (Title)

(Company Name) (Street / P. O. Box)

(Company Telephone Number) (City) (State) (Zip)

NOTARIZATION SECTION

Subscribed and sworn to before me this _____ Day of _____, 20____

Notary Public Signature

My Commission Expires:

ATTACHMENT H: DEBARMENT/SUSPENSION CERTIFICATION

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
2. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for:
 - a. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - b. Violation of federal or state antitrust laws, or
 - c. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Have not within the preceding three years had a public transaction terminated for cause or default; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

ADDITIONAL INFORMATION- LISTING OF APPENDICES

1. SCOPE OF WORK:

***a. RESIDENTIAL/COMMERCIAL ENVIRONMENTAL ABATEMENT &
DISPOSAL***

b. DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES

2. GENESEE COUNTY LAND BANK AUTHORITY PROCUREMENT PROCESS FOR STATE & FEDERAL GRANTS

APPENDIX 1A – SCOPE OF WORK/SUMMARY OF WORK
RESIDENTIAL/COMMERCIAL ENVIRONMENTAL ABATEMENT & DISPOSAL

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SECTION 1 – SUMMARY OF WORK

RESIDENTIAL/COMMERCIAL ENVIRONMENTAL ABATEMENT AND DISPOSAL

PART 1 PROJECT/SITE CONDITIONS

A. General requirements

The work covered by this section includes the abatement and disposal of asbestos and potentially environmentally hazardous material located on selected tax-reverted and/or blighted residential/commercial properties owned by Genesee County and Land Bank or other local municipality. The purpose of the abatement and disposal is to properly remove asbestos and environmental hazardous materials/waste concerns associated with the residential/commercial properties prior to the structures being demolished or rehabilitated.

B. Responsibility

It shall be the responsibility of the Contractor to review the specifications; the conditions, and the relative difficulty thereof, which are present and that may affect results of the environmental abatement measures.

Bidders can request access to pre-demolition surveys by emailing request to Genesee County Land Bank Authority (GCLBA) staff identified in the Request for Proposals (RFPs). Bidders will be invited to review information via Box.com.

Change Orders will not be approved for this project.

C. Knowledgeable Person

It shall be the Contractor's responsibility to assure that the abatement measures and disposal of material is supervised by individuals certified and knowledgeable on the State of Michigan and local regulations in such endeavors. Such persons shall comply with the appropriate Federal, State, and local regulations that mandate work practices and shall be capable of performing the work under this contract.

D. Supplying Necessary Items

The Contractor shall be responsible for supplying all labor, material, equipment, services, insurance, bonds and all incidentals which are necessary or required to perform the Work in accordance with applicable regulations and these specifications.

E. Liability

The Contractor shall assume full responsibility and liability for the compliance with all Federal, State, regional and local regulations pertaining to work practices, confined spaces, hauling, disposal and protection of workers, visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).

Furnish Certificates of Insurance which specifically set forth evidence of all coverage required of the Contractor and Sub-Contractor(s) prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw St., Second Floor Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.

F. Hazardous and Other Waste Disposal

Waste shall be defined in accordance with applicable regulations under State and Federal law.

Hazardous Waste Exemption for Household Waste

Based on consultation with the Michigan Department of Environmental Quality, the Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994 (http://www.michigan.gov/deq/0,4561,7-135-3312_4118_4240---,00.html) excluded from the definition of hazardous wastes are the following:

R 299.9204 Exclusions.

(2) The following wastes are not hazardous wastes for the purposes of part 111 of the act and these rules:

(a) Household waste, including household waste that has been collected, transported, stored, treated, disposed of, recovered, or reused. Household waste means any waste material, including garbage, trash, and sanitary wastes in septic tanks, that is derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas. A resource recovery facility that manages municipal waste shall not be deemed to be treating, storing, disposing of, or otherwise managing hazardous wastes for the purposes of regulation pursuant to these rules if the facility is in compliance with both of the following provisions.

Given the above exclusion, materials that are removed from the homes as part of the demolition are solid waste, not hazardous waste, and must be disposed of in accordance with Part 115, Solid Waste Management, of the NREPA. This means that, at a minimum, the material must be disposed of in a type II landfill or municipal solid waste incinerator. These materials could also go to a Household Hazardous Waste facility or a licensed treatment, storage, and disposal facility.

Regardless of the above exemption, the GCLBA has decided to divert certain waste from landfill disposal and therefore will identify select materials at each structure, which will require manifesting and transportation to a licensed treatment, storage, or disposal facility or other appropriate disposal location. These materials include, but are not limited to mercury, tires, solvents, CFCs, refrigerants, automotive batteries, and certain types/quantities of oils, automotive fluids, paints, pesticides, etc.

The transportation of solid waste does not require any special licensing from the MDEQ. If the materials are left in the home when it is demolished, the demolition debris must be disposed of in a type II landfill as well.

The above exemption is not applicable to commercial demolitions or residential demolitions where commercial operations occurred or commercial quantities of hazardous materials are present.

Site Specific Pre-Demolition Inspection/Hazardous Materials Survey

A site specific Pre-Demolition Inspection/Hazardous/Regulated Materials Survey will be prepared by others. Regardless of the above exemption, the GCLBA will require proper manifesting treatment, disposal, or recycling of specified materials. The survey report will identify the site specific environmentally hazardous material/wastes requiring packaging, transportation, manifesting, and disposal prior to demolition, in accordance with these specifications. At residential structures, materials not defined within the survey report shall remain in the structure during the demolition and be disposed of in accordance with applicable regulations.

If the Contractor identifies additional waste materials or has a question regarding the quantity of materials defined in the survey report, the Contractor shall contact the GCLBA prior to proceeding with any additional work. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

G. Use of Site and Other Areas

1. Limitation on Use of Site and Other Areas:

- I. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- II. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- III. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the GCLBA, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against the GCLBA, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

2. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
3. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by the GCLBA and its Contractors and/or potential buyer or lessor. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
4. Boarding of Windows and/or Doors: At the completion of the Work Contractors shall replace all boards to windows and doors. If decorative boarding is on structure, contractor shall make all efforts possible to avoid damaging these boards. Decorative boarding will be retrieved by community groups prior to demolition.

PART 2 DESCRIPTION OF WORK

The Work covered by this section includes the abatement and disposal of asbestos containing material and environmentally hazardous material/wastes located on residential/commercial properties scheduled for demolition or rehabilitation in the City of Flint and/or Genesee County.

SUMMARY OF WORK

A. Hazardous Materials/Waste Disposal

1. Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property.

Pre-Abatement Walk-through (PA) and Pre-Demo Walk-through (PD) process:

Once a contract is signed, GCLBA will issue a Notice to Proceed with abatement activities.

- a. Abatement contractors are to complete the PA prior to beginning abatement activities.

- i. If a discrepancy/additional material is noted, it constitutes a Stop Work order and the prime contractor is to contact the GCLBA immediately. GCLBA will request the PA be submitted at this time.
 - ii. If no discrepancy/additional material is noted, then contractor is to retain the PA and provide it with the payment request packet or when otherwise requested.
 - iii. The PA must be signed and dated no later than the Abatement NESHAP Date.
- b. Upon completion of abatement, the demolition contractor is to complete the PD.
 - i. If a discrepancy/additional material is noted, contractor should work to address the problem with abatement contractor, MDEQ, and GCLBA as necessary.
 - ii. If no discrepancy/additional material is noted, then contractor is to provide GCLBA with a copy (electronic is fine) of the signed/dated PD.
 - iii. Once GCLBA receives the PD certifying asbestos abatement is complete, we will coordinate compliance inspections with our surveyors.
 - 1. Contractors are welcome to accompany surveyors on compliance inspections, but compliance inspection schedules will not be modified to allow contractors to attend.
 - 2. Allow 5 business days for compliance inspections to be completed.
 - 3. Contractor will be responsible for any fees/costs incurred by GCLBA for failed compliance inspections. GCLBA will pay for passed compliance inspections.

Once GCLBA receives clearance approval from the surveyor, a demolition Notice to Proceed will be prepared for the cleared properties.

- 2. Contractors will be authorized by the GCLBA to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures.
- 3. Each residential/commercial building has been surveyed and inspected for the presence of hazardous materials/waste including but not limited to one or more of:
 - a. Asbestos Containing Building Materials
 - b. Pesticides/Herbicides
 - c. Fluorescent Light Bulbs
 - d. Fluorescent Light Fixture Ballasts
 - e. Mercury Switches
 - f. Fuels/Solvents/Oils
 - g. Underground Storage Tanks
 - h. Aboveground Storage Tanks
 - i. Refrigerators/Air Conditioners/Freezers
 - j. Tires

The Contractor shall properly remove, pack, and dispose of these in accordance with all applicable current regulations.

4. A site specific Pre-Demolition Inspection/Hazardous Materials Survey will be prepared by others for each structure.
5. The Pre-Demolition Inspection/Hazardous Materials Survey will document the presence of each material/waste identified, the location and quantity of each material/waste.
6. Contractor is to visit each site prior to submitting quotes in order to arrive at a clear understanding of the conditions under which the work is to be done and to make their own determination as to the amount of asbestos and/or hazardous materials to be removed from the sites. Contractor will be held responsible to have compared the premises with the hazardous materials survey, drawings, specifications, or other provided items, and to have satisfied himself as to all conditions affecting the execution of the work.
7. Change Orders will not be approved for this project. When submitting pricing proposals Bidders must ensure prices quoted allow for the removal of additional materials without a change order as no changes will be accepted barring discovery of material whose removal requires substantial work.
8. Following authorization to proceed, Contractor shall remove all specified asbestos, hazardous materials, and other materials banned from landfill disposal, regardless of the estimated quantities provided in the Hazardous Materials Survey Report.
9. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization. Deviations from the hazardous materials survey shall be submitted to the Demolition Program Coordinator: Genesee County Land Bank, 452 South Saginaw Street, Flint, Michigan 48502, (810) 257-3088.
10. A summary of hazardous materials within each structure will also be provided in an electronic spreadsheet. Following abatement and removal, Contractor shall provide to GCLBA all actual quantities on a per unit basis. Contractor shall submit the inventory of actual quantities removed in hardcopy and electronic format. Reporting formats shall be provided by the GCLBA.
11. Contractor shall submit invoices on a per unit basis. Invoices formats shall be pre-approved by the GCLBA with required supporting documentation.

PART 3 PRE-WORK SUBMITTALS

The Contractor will submit a Work Plan to include the following:

A. Work Plan

1. Address Specific Schedule and sequence of work.
2. Sampling and analysis protocols as necessary.
3. Quality Control procedures.

B. Health and Safety Plan

A written Health and Safety Plan (HASP) shall be submitted prior to the start of Work. The HASP must be prepared to comply with the appropriate Federal, State, and local regulations, which mandate work practices. This plan must be submitted in writing to the Project Manager prior to the start of any site work.

PART 4 HAZARDOUS MATERIAL/WASTE COLLECTION AND DISPOSAL

- A. The Contractor is responsible for providing the appropriate packaging to transport the materials/wastes from each site in accordance with all applicable state and federal laws.
- B. Pack and properly dispose of waste identified during the environmental inspections. Include laboratory analysis for characterization if necessary. (55 gallon drums properly labeled shall be used for packing material). Documentation tracking waste from site to disposal is required for payment.
- C. If applicable, all materials/wastes must be segregated and packaged according to the applicable hazardous class (i.e., flammables, corrosives, etc.) before leaving an individual site. Materials may be combined (lab packed) from site to site according to hazard class. Certain items can be disposed of as solid waste or recycled as appropriate.
- D. The Contractor is responsible for preparing the proper shipping papers necessary to transport the materials from each individual site at the time the materials leave the site.
- E. If it is necessary for the Contractor to store the materials/wastes overnight to facilitate lab packing or disposal, the materials can only be stored in accordance with applicable regulations.
- F. The shipping papers will be carried at all times by the transporter when moving the materials/wastes on public roadways.
- G. The Contractor will conform to all necessary vehicles placarding when transporting materials.
- H. The Contractor will maintain a separate inventory sheet (trip log) for each property that hazardous materials/wastes are removed in accordance with the Michigan Department of Environmental Quality Operation Memo 121-3, Revised part 121 Consolidated Manifest Management Procedures and in accordance with the Michigan Department Of Environmental Quality Hazardous Waste, Liquid Industrial Waste, and PCB Manifest Requirements (Rev October 22, 2007). The records must indicate the property address, type and quantity of materials/waste removed.

PART 5 TECHNICAL

A. DESCRIPTION

Environmentally Hazardous Material Removal and Disposal

(Revised 11-21-2022)

- 1) It shall be the responsibility of Contractor to remove and dispose of material identified in the pre-demolition inspection/hazardous materials survey of structures as being environmentally hazardous. Contractor shall remove all specified asbestos, hazardous materials, and other materials banned from landfill disposal, regardless of the estimated quantities provided in the Hazardous Materials Survey Report. Adjustments shall be included in the final total quantity reported by the Contractor; however, no payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

B. SUMMARY

This section includes the following:

- 1) Removal and disposal of potentially environmentally hazardous material.

C. SUBMITTALS

- 1) Upon completion of the material/waste collection and disposal the Contractor will provide a separate Inventory Sheet for each property that materials/wastes were removed. Asbestos and hazardous materials removed must be itemized for each structure on a per unit basis.

The Inventory Sheet will be supported by the following paperwork (as applicable to the individual property).

- a. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
 - b. A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - c. A copy of the scrap metal receipt for AST/USTs and other metals.
 - d. A copy of the Scrap Tire Transportation Record (Form EQP5128) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER" and Consolidated Load Scrap Tire Transportation Record (Form EQP5128a).
- 2) Landfill records for record purposes indicating receipt and acceptance of asbestos materials by a landfill facility licensed to accept such wastes.
 - a. Contractor shall supply GCLBA with a copy of all landfill, recycling, weight tickets, disposal receipts, manifests and other documentation relating to the removal and disposal of asbestos and hazardous materials/specified wastes from the properties.
 - b. **Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.**

D. HAZARDOUS CONDITIONS:

- 1) The Contractor will be authorized to perform work at properties identified to contain potentially environmentally hazardous material. The contractor will be required to remove and dispose of such materials as directed by the GCLBA.

With few exceptions, it is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, whether or not a structure will ultimately be demolished as asbestos containing. Conditions inhibiting the abatement of identified materials must be thoroughly documented and explained. Exceptions may be made in the case of roofing materials in good condition and in cases where a composite sample of drywall and joint compound contain less than 1% asbestos. Contractor will remove all identified ACM unless otherwise directed by the Land Bank.

- 2) The pre-demolition survey will have identified potentially environmentally hazardous material. These items may include but not be limited to the following: flammables, fuels/waste oils, thinners/paints/solvents; underground storage tanks; pesticides; mercury switches, fluorescent light bulbs, etc. These items are to be removed and disposed by a licensed contractor familiar with the proper procedures. These materials are required to be characterized and placed with like materials in clearly marked 55 gallon drums or other containers and disposed of properly prior to any site demolition work.
- 3) Contractor shall supply GCLBA with a copy of all landfill, recycling, weight tickets, disposal receipts, manifests and other documentation relating to the removal and disposal of asbestos and waste materials from the properties.

E. CERTIFICATION OF PROPERTY

- 1) Contractor shall notify owner/owner's representative in writing when each specific listed property has been mitigated of potentially environmentally hazardous material within 24 hours of completion of said work.
- 2) Contractor shall revise Notification of Intent to Renovate/Demolish through the Asbestos Notification System (ANS) website and upload pictures certifying the completion of mitigation of asbestos and waste materials. **Contractor must submit a 10-day NESHAP notification for Asbestos Containing Materials (ACM). NO EXCEPTIONS!**
- 3) **Contractor shall take photos documenting the removal of specified environmentally hazardous materials and upload to a file sharing site to be designated by the GCLBA.**

F. POLLUTION CONTROLS

- 1) Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel (or other authorized regulatory personnel) to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by Contractor are to be in compliance with applicable provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act (42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

- 2) Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

- 3) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- 4) Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- 5) Contractor shall limit hours of operation to Monday through Saturday during the hours of 7:00 a.m. to 8:00 p.m. Special hours of operation outside the normal hours must be approved by the GCLBA. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

PART 6 SUBMITTALS

- A. In order to receive payment for completed work, all documentation must be submitted for each property/project individually.
- B. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
- C. Request for Payment Packet must include:
 1. Request for Final Payment
 2. Sworn Statement – Must list all subcontractors
 - a. If sub-contracting, you must provide proof that the sub-contractor is:

- i. Appropriately licensed (including licensure to transport waste or haul more than 7 scrap tires, if applicable) and,
 - ii. In compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
- 3. Waivers of Lien from yourself, as well Unconditional Waiver of Lien from all subcontractors listed on Sworn Statement
- 4. Certified Payroll
- 5. Invoice on Contractor's Letterhead
- 6. Pre-Abatement Walkthrough Form
- 7. Before and After Photographs of abated material(s): Photographs must include the date, street address, and geo-tagging and be uploaded to Box.com
- 8. NESHAP Notification and MIOSHA Notification if required
- 9. Air Sampling Results (for RACM)
- 10. Field Report/Daily Log/ Inventory Sheet with supporting paperwork:
 - a. Abatement Summary sheet by individual project documenting per item identified and per item removed:
 - i. Quantities quoted
 - ii. Actual quantities removed
 - iii. Material Destination
 - iv. Associated Manifests/BOLs
 - v. Associates Receipts provided by final destination
 - b. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
 - i. A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - ii. A copy of the scrap metal receipt for AST/USTs and other metals.
 - iii. A copy of the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER"

END OF SECTION

SECTION 2- ASBESTOS ABATEMENT & DISPOSAL SCOPE OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

Removal and disposal requirements for asbestos containing materials (ACM). It is recommended that the contractor review and consider the recommendations reported in the Pre-Demolition Inspection/Hazardous Materials Survey when performing asbestos abatement and general building demolition activities. **With few exceptions, it is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, whether or not a structure will ultimately be demolished as asbestos containing.**

Conditions inhibiting the abatement of identified materials must be thoroughly documented and explained. Exceptions may be made in the case of roofing materials in good condition and in cases where a composite sample of drywall and joint compound contain less than 1% asbestos. Contractor will remove all identified ACM unless otherwise directed by the Land Bank.

1.02 REFERENCE STANDARDS

The publications listed below form a part of this Section to the extent referenced. The publications are referenced in the text by basic designation only.

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM E 736 (1986) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
 - 2. ASTM 1368 (1990) Visual Inspection of Asbestos Abatement Projects.
- B. Code of Federal Regulations (CFR)
 - 1. CFR 29 Part 1926/1910 Construction Industry Occupational Safety and Health Standards.
 - 2. CFR 40 Part 61 National Emissions Standards for Hazardous Air Pollutants.
 - 3. CFR 40 Part 260 General Regulations for Hazardous Waste Management.
 - 4. CFR 40 Part 263 Standards Applicable to Transporters of Hazardous Waste.
 - 5. CFR 40 Part 763 Asbestos.
 - 6. CFR 49 CFR 171 Department of Transportation Regulations to Stipulate Requirements for Containers and Procedure for Shipment of Hazardous Waste.
- C. National Fire Protection Association (NFPA)
 - 1. NFPA 10 (1988) Portable Fire Extinguishers.
 - 2. NFPA 70 B (1990) Recommended Practice for Electrical Equipment Maintenance.
 - 3. NFPA 90A (1989) Installation of Air Conditioning and Ventilating Systems.
 - 4. NFPA 101 (1988) Safety to Life from Fire in Buildings and Structures.
 - 5. NFPA 90A (1989) Installation of Air Conditioning and Ventilating Systems.

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- D. National Institute of Occupational Safety and Health (NIOSH)
 - 1. NIOSH –01 Manual of analytical Methods
- E. State of Michigan
 - 1. Public Act 451, Michigan Natural Resources and Environmental Protection Act
 - 2. MIOSHA Act 154 General Industry and Construction (as amended) Safety Standards.
- F. United States Environmental Protection Agency (U.S. EPA)
 - 1. U.S. EPA SW-846, Test Methods for Evaluating Solid Waste.

1.03 MEASUREMENT

The removal and disposal of ACM will be quoted rate. Estimated quantities of ACM will be provided in the Pre-Demolition Inspection/Hazardous Materials Survey. Contractor is responsible for verifying actual quantities and conditions prior to preparing bid.

1.04 PAYMENT

All acceptably completed work as required under this Section for the removal and disposal of ACM found on site will be paid as bid and authorized. No payment will be made for work not completed.

1.05 DEFINITIONS

- A. Friable Asbestos Containing Material
As defined in 40 CFR Part 61, Subpart M, any material containing more than 1 percent asbestos as determined using the method specified in 40 CFR Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- B. Nonfriable Asbestos Containing Material
As defined in 40 CFR Part 61, Subpart M, any material containing more than 1 percent asbestos as determined using the method specified in 40 CFR Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- C. Category I Nonfriable Asbestos Containing Material
As defined in 40 CFR Part 61, Subpart M, asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in 40 CFR Part 763, Appendix A, Subpart F, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- D. Category II Nonfriable Asbestos Containing Material
As defined in 40 CFR Part 61, Subpart M, any material, except Category I nonfriable ACM, containing more than 1 percent asbestos as determined 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.

- E. **Asbestos Regulated Work Area**
An area contained and controlled where asbestos containing materials (ACM) operations are performed and isolated by physical boundaries to prevent the spread of ACM and control access to authorized persons. Containment may consist of full containment area, single or double bulkhead containment area, mini-containment area, modified containment, glove bag, or other techniques. An outdoor regulated work area is not isolated within a containment enclosure, but is otherwise secured by means of physical barriers, boundary warning tape, and signage, etc., to control access by unauthorized persons.
- F. **Time-Weighted Average**
The Time Weighted Average (TWA) is an average of airborne concentration of fibers (longer than 5 micrometers) per cubic centimeter of air based on an 8-hour exposure duration, which represents the employee's 8-hour workday as defined in Appendix A of 29 CFR Part 1926, Section 1926.1101.
- G. **Amended Water**
Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.
- H. **Adequately Wet**
As defined in 40 CFR Part 61, Subpart M, sufficiently mix or penetrate with liquid to prevent the release of particulates from the source material. Continue wetting asbestos-containing material (ACM) if visible emissions are encountered during abatement activities. When uncertainties arise, continue wetting material until uncertainties diminish.
- I. **Competent Person**
As defined in 29 CFR Part 1926, should be experienced in administering and supervising asbestos abatement projects. A competent person should be familiar with safe and reasonable work practices, abatement methods, protective measures for personnel, inspection of asbestos abatement work areas, evaluating the adequacy of containment barriers, placement and operation of local exhaust systems, waste containment and disposal procedures, decontamination units, and site health and safety health requirements. The designated "competent person" will be responsible for compliance with applicable local State, and Federal requirements and for enforcing the site-specific Health and Safety Plan (HASP).

1.07 SUBMITTALS

- A. **Work Plan**
Before proceeding with any removal and disposal work, submit an address specific work plan that includes the procedures proposed for the accomplishment of all specified activities. Indicate all materials to be removed and any materials that contractor intends to remain. The procedures shall

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provide for safe conduct of the work, careful removal and disposition of asbestos-containing materials, and property protection. The procedures shall provide a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. The work plan shall be based on work experience, and the guidance provided in this specification.

- B. Health and Safety Plan
Submit a Health and Safety Plan (HASP) before beginning removal or disposal activities. Include in the HASP required personal protective equipment, respiratory protection, asbestos regulated work area controls, and hazard communication program.
- C. Qualifications
Submit adequate information to conclude the qualifications of the Contractor, on-site supervisors, workers, all subcontractors, and the independent testing laboratory performing asbestos abatement activities are properly trained in safety procedures associated with handling asbestos-containing materials. Specify the staff organization to include subcontractors used for this project. Include qualifications and certifications of the designated "competent person."
- D. Air Sampling Results
Conduct fiber counting for air quality during each sampling event. Provide results within 24 hours of completion of each sampling event. Notify the GCLBA immediately if any airborne levels of asbestos fibers are encountered above levels established in the HASP. Provide a table including sampling results within 10 working days of the date of collection. Provide a signature of the authorized representative of testing laboratory.
- G. Manifests
Submit waste documentation for all shipments removed from the property. Waste disposal manifests will be signed by the GCLBA-appointed representative.

1.08 REGULATORY REQUIREMENTS

- A. Permits
Obtain all necessary permits and licenses for asbestos abatement activities. Provide all required pre-abatement notifications. Notify the State of Michigan, Michigan Department of Energy, Labor & Economic Growth, local agencies, and the GCLBA in writing at least 10 calendar days before beginning abatement activities. Where applicable, notify the Michigan Department of Environmental Quality in writing at least 10 business days before beginning abatement activities. Conduct all abatement activities in accordance with 40 CFR Part 61, Subpart M, state and local requirements to include the mandatory "Notification of Intent to Renovate/Demolish" form and other required notification documents.

- B. Health and Safety Compliance
- Comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents. While conducting all handling, storing, transporting, and disposing activities for asbestos waste materials, comply with the applicable requirements of 29 CFR Part 1910, 29 CFR Part 1926, 40 CFR Part 61, Subpart A, and 40 CFR Part 61, Subpart M, NFPA 10, NFPA 70, NFPA 90A, NFPA 101. In case of a discrepancy between the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement as determined by the GCLBA or GCLBA's Representative shall apply.
1. Air Monitoring
 - a. Conduct personal air sampling as defined by the previously noted regulations. Monitoring for of airborne asbestos fibers and lead dusts. Adhere to all permit and regulatory requirements for air quality.
 2. Respiratory Protection Program
 - a. Establish and implement a respiratory protection program in accordance with 29 CFR 1926, Section 1926.1101, 29 CFR Part 1910, Section 1910.134. Include medical monitoring, employee training, procedures for respirator use, respirator fit-testing, routine inspection, and storage. Select and use respirators in accordance with manufacturers' recommendations, Mine Safety and Health Administration, and the National Institute for Occupational Safety and Health requirements for use in environments containing airborne asbestos fibers.
 3. Training
 - a. All employees working directly with asbestos-containing material and wastes must have successfully completed a course of asbestos training as specified by United States Environmental Protection Agency (EPA) requirements at 40 CFR Part 763, Subpart E, Appendix C, within 1 year prior to conducting asbestos abatement activities. Each worker must successfully complete the "Worker" course, and on-site supervisors and technical support personnel must successfully complete the "Contractor/Supervisor" course.
 4. Medical Monitoring
 - a. Conduct medical monitoring requirements as described in 29 CFR Part 1926, Section 1926.1101 and the requirements of the Contractor's Health and Safety Plan found.

5. Personal Protective Equipment

- a. Provide personnel working in asbestos environments with whole body protection as specified in Section 01110, Health, Safety, and Emergency Response. Single-use coveralls shall be disposed as asbestos-contaminated waste upon exiting from the asbestos regulated work area.

1.09 PROJECT CONDITIONS

Site summaries and Pre-Demolition Inspection/Hazardous Materials Survey will be provided to Contractor at the time Contractor is authorized to proceed with abatement and disposal.

PART 2 PRODUCTS

2.01 MATERIALS

A. Wetting Agent

1. Amended Water

- a. Comply with ASTM D 1331.

2. Removal Encapsulant

- a. Provide a removal or penetrating encapsulant when conducting asbestos abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the ACM and retarding fiber release during disturbance of the ACM equal to or greater than provided by amended water.

B. Strippable Coating

Provide additional incidental items necessary to complete specified activities.

C. Prefabricated Decontamination Unit(s)

Provide additional incidental items necessary to complete specified activities.

D. Chemical encapsulant

Provide additional incidental items necessary to complete specified activities.

E. Chemical encasement materials

Provide additional incidental items necessary to complete specified activities.

F. Material Safety Data Sheets (for all chemicals proposed)

Provide additional incidental items necessary to complete specified activities.

G. Sheet Plastic

Provide sheet plastic as specified herein and in the largest size necessary to minimize seams. Comply with ASTM D 4397 and NFPA 701.

H. Other items

Provide additional incidental items necessary to complete specified activities.

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2.02 EQUIPMENT

- A. High efficiency filtered local exhaust equipment
- B. Vacuum equipment
- C. Pressure differential monitor
- D. Air monitoring equipment
Provide appropriate air monitoring equipment to evaluate concentrations of airborne asbestos fibers and comply with applicable regulations.
- E. Respirators
Provide respirators as specified in Part 1.08.B.2 of this Section
- F. Glove Bag
Provide glove bags that comply with 29 CFR Part 1926.
- G. Duct Tape
Provide industrial grade duct tape in 2 inch and 3 inch widths, suitable for bonding sheet plastic and disposal containers specified herein.
- H. Leak-Tight Containers
Provide leak-tight disposal containers and bags for asbestos-containing materials and generated wastes as specified herein. All disposal containers shall be either pre-labeled or affixed with OSHA warning label, as specified in 29 CFR Part 1926.

2.03 SOURCE QUALITY CONTROL

Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances or solvent, and shall meet the following requirements:

- A. Requirements and Corresponding Test Standards for All Encapsulants

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread – 25, Smoke Emission – 50	ASTM E 84
Combustion Toxicity	University of Pittsburgh Protocol
Zero Mortality	University of Pittsburgh Protocol
Life Expectancy – 20 years	ASTM C 732 (Accelerated Aging Test)
Permeability – Minimum 0.4 perms	ASTM E 96
- B. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Cohesion/Adhesion Test – 50 pounds of force/foot	ASTM E 736
Fire Resistant	ASTM E 119
Impact Resistance – Minimum 43 in/lb	ASTM D 2794- (Gardner Impact Test)
Flexibility – no rupture or cracking	ASTM D 522- (Mandrel Bend Test)
- C. Additional Requirements and Corresponding Test Standards for Penetrating Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Cohesion/Adhesion Test – 50 pounds of force/foot	ASTM E 736
Fire Resistant	ASTM E 119
Impact Resistance – Minimum 43 in/lb	ASTM D 2794- (Gardner Impact Test)

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3.02 ABATEMENT PROCEDURES

A. Methods

Determine and implement the most efficient asbestos abatement method in conformance with this specification and applicable regulations. Employ proper handling procedures in accordance with 29 CFR Part 1926 and 40 CFR Part 61, Subpart M, and the requirements specified herein. Abatement techniques and items identified shall be detailed in the Work Plan including but not limited to details of construction materials, equipment, and handling procedures, and necessary safety precautions.

B. Revised Quantities

Before the Asbestos containing materials and/or contaminated debris has been removed, verify the previously submitted quantity estimates of other asbestos-containing materials and notify the GCLBA of any changes in the quantities. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

C. Air Monitoring

Perform sampling and analysis for airborne concentration of asbestos fibers in accordance with 29 CFR Part 1926 Section 1926.1101, the air monitoring plan, and as specified herein. Collect personal air monitoring samples to represent the work activities for each shift, or a minimum of two, whichever is greater. Results of the personal samples shall be posted at the job site and made available to the GCLBA as specified herein. The Contractor shall maintain a fiber concentration inside enclosed containment regulated work area equal to or less than 0.1 f/cc expressed as an 8 hour, TWA during asbestos abatement. If fiber concentration rises above 0.1 f/cc, the Contractor will examine work procedures to determine the cause and work to implement corrective actions.

Workers shall not be exposed to an airborne fiber concentration in excess of 1.0 f/cc, as average over a sampling period of 30 minutes. If either an environmental concentration of 1.0 f/cc expressed as an 8-hour TWA or a personal excursion concentration of 1.0 f/cc expressed as a 30-minute sample occur inside the enclosed work area, stop work immediately, notify the GCLBA, and implement additional engineering controls and work practice controls to reduce airborne fiber levels below prescribed limits in the work area.

Conduct personal sampling required by 29 CFR Part 1926 Section 1926.1101, in accordance with the NIOSH Method 7400, Phase Contrast Microscopy (PCM).

Per regulation, environmental and perimeter air monitoring outside of regulated containment areas shall not exceed clearance levels contained in 40 CFR part 763, subpart E, which is 0.01 f/cc or no more than background levels representing the same area before the asbestos work began.

For final clearance samples, the Contractor will conduct sampling at a sufficient

velocity and time to collect a sample volume necessary to establish the limit of detection of the method used at 0.01 f/cc or background levels, whichever is higher. Background, environmental, quality assurance and final air clearance samples will be collected and analyzed according to NIOSH Method 7400 methodology.

1. Routine Air Sampling

Provide personal sampling as indicated in 29 CFR Part 1926 Section 1926.1101, state and local requirements, and in accordance with the air monitoring plan. Conduct air sampling at least once during every shift, close to the work in the containment area, outside the clean room entrance to the containment area, inside the clean room, outside the load-out unit exit, and at the exhaust discharge point of the local exhaust system.

2. Sampling After Final Clean-Up (Clearance Sampling)

Prior to conducting final air clearance monitoring, conduct a final visual inspection with the Engineer. Final clearance air monitoring shall not begin until acceptance of this final cleaning by the Engineer. Comply with the sampling and analytical methods provided in NIOSH-01 Method 7400 (PCM) with optional confirmation of results by NIOSH-01 Method 7402 (TEM).

3. Failure to Meet Air Quality Requirements

If clearance sampling results fail to meet the final clean-up requirements, reclean, resample, and reanalyze until final clean-up requirements are met. Costs associated with additional samples, cleaning, and inspections will be paid by the Contractor.

D. Additional Bulk Asbestos Sampling

Bulk asbestos sampling and polarized light microscopy analysis (PLM) has been conducted for various materials located throughout the site. During debris removal, previously unidentified potential asbestos-containing material may be encountered, requiring bulk sampling and analysis. Additional bulk sample analyses as required under this Section shall be paid by the Contractor. Perform bulk sampling as required or as specified by the GCLBA. Employ a laboratory for testing and analysis, which routinely provides analytical services acceptable to Michigan Department of Environmental Quality and EPA.

- E. **Asbestos Abatement**
Collect and place in sealed, leak-tight containers all asbestos waste, scrap, debris, bags, containers, equipment, and asbestos contaminated personal protective equipment. Use 6-mil, double wrapped polyethylene sheets, sealed fiberboard boxes, or other approved containers. Waste within the containers must be wetted in case the container is damaged. Affix a warning label and a Department of Transportation (DOT) label on each bag. Dispose waste material at an approved, licensed asbestos landfill. For temporary storage, keep sealed impermeable containers in asbestos waste load-out unit or in a storage/transportation conveyance (dumpsters or roll-off boxes) in a manner as acceptable by the GCLBA. Procedure for hauling and disposal asbestos-containing material shall comply with 40 CFR Part 61, Subpart M, state, regional, and local standards and specifications.
- F. **Waste Records**
Provide final completed copies of the Waste Shipment Record for shipments of all waste material as specified in 40 CFR Part 61, Subpart M, and other required state waste manifest shipment records within 10 days of project completion.
- G. **Final Cleaning**
Abate asbestos by collecting, packing, and storing all gross contamination in accordance with all references and specifications. Once cleaning has been completed, conduct a visual pre-inspection of the cleaned area. A final air monitoring event will be performed to verify adequacy of clean-up. Re-cleaning and follow-up inspections shall be at the Contractor's expense. Upon completion of the final cleaning, conduct a final visual inspection of the cleaned area. Document the results. If the GCLBA or GCLBA's Representative determines that the abatement area does not meet final cleaning requirements, re-clean as necessary and conduct additional follow-up inspection with the GCLBA.
- H. **Lock Down Encapsulant**
In areas where friable ACM was removed, after clean-up of gross contamination, and final visual inspection, but before removing plastic barriers, apply a post removal (lockdown) encapsulant to floor, walls, ceilings, and other surfaces in the removal area. When work was limited to glove bags only apply encapsulate to item within glove bag.

END OF SECTION

SECTION 3 – PCB CONTAINING EQUIPMENT REMOVAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal requirements for PCB ballasts. PCB containing light ballasts and other electrical equipment may be present at the subject property.

1.02 REFERENCE STANDARDS

The publications listed below form a part of this Section to the extent referenced. The publications are referenced in the text by basic designation only.

- A. American Petroleum Institute (API)
 - 1. API RP 2003, Protection Against Ignitions Arising out of Static, Lightning and Stray Currents.
 - 2. API Publ 2015, Safe Entry and Cleaning Petroleum Storage Tanks.
 - 3. API Publ 2217, Guidelines for Confined space Work in the Petroleum Industry.
 - 4. API Publ 2219, Safe Operation of Vacuum Trucks in Petroleum Service.
- B. Code of Federal Regulations (CFR)
 - 1. CFR 29 CFR 1910.146 OSHA - Permit Required Confined Spaces.
 - 2. CFR 29 CFR 1926/1910 Construction Industry Occupational Safety and Health Standards.
 - 3. CFR 40 CFR 260 General Regulations for Hazardous Waste Management.
 - 4. CFR 40 CFR Part 261 Identification and Listing of Hazardous Waste.
 - 5. CFR 40 CFR Part 262 Standards Applicable to Generators of Hazardous Waste.
 - 6. CFR 40 CFR Part 263 Standards Applicable to Transporters of Hazardous Waste.
 - 7. CFR 40 CFR Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 8. CFR 40 CFR Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
 - 9. CFR 49 CFR 171 Department of Transportation Regulations to Stipulate Requirements for Containers and Procedure for Shipment of Hazardous Waste.
 - 10. CFR 40 CFR Part 761 Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.
- C. National Fire Protection Association (NFPA)
 - 1. NFPA 30 (1990) Flammable and Combustible Liquids Code.
 - 2. NFPA 70 B (1990) Recommended Practice for Electrical Equipment Maintenance.
 - 3. NFPA 325M (1991) Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids.

4. NFPA 327 (1987) Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers.
 - D. National Institute of Occupational Safety and Health (NIOSH)
 1. NIOSH 80-106 Criteria for a Recommended Standard for Working in Confined Spaces.
 - E. State of Michigan
 1. P.A. Act 451, Michigan Natural Resources and Environmental Protection Act
 2. MIOSHA Act 154 General Industry and Construction (as amended) Safety Standards.
 - F. United States Environmental Protection Agency (U.S. EPA)
 1. U.S. EPA SW-846, Test Methods for Evaluating Solid Waste.
- 1.03 MEASUREMENT
- A. Removal and Disposal of PCB-containing Light Ballasts and Equipment
The removal and disposal of containerized PCB-containing light ballasts will be a unit rate pay item. Estimated quantities of PCB-containing Light Ballasts and Equipment are included the Pre-Demolition Inspection/Hazardous Materials Survey.
- 1.04 PAYMENT
- A. Removal and Disposal of PCB-containing Light Ballasts
All acceptably completed work as required under this Section for the removal and disposal of containerized PCB-containing light ballasts found on site will be paid as the lump sum cost as bid.
- 1.05 SUBMITTALS
- A. Work Plan
Before proceeding with any removal and disposal work, submit a work plan that includes the procedures proposed for the accomplishment of the removal and disposal work. The procedures shall provide for safe conduct of the work; careful removal and disposition of solid materials and liquid wastes; and property protection. The procedures shall provide a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. The work plan shall be based on work experience, and the guidance provided in this specification.
 - B. Health and Safety Plan
Before proceeding with any removal and disposal work, submit a site-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the accomplishment of the removal and disposal work. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and hazardous material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in this specification.

- C. Copies of all analyses performed for disposal.
- D. Copies of all waste analyses or waste profile sheets.
- E. Copies of all certifications of final disposal signed by the responsible disposal facility official.
- F. Information on who sampled, analyzed, transported, and accepted all wastes encountered.
- G. Information describing the sample method, rationale, results, and chain-of-custody documentation for all testing.
- F. Copies of all disposal manifests, bills of lading, load tickets, and other transportation documentation.
- G. Notice of Acceptance
After removing and disposing drums and small containers from the project site, submit the name and location of the properly licensed disposal facility and a copy of the written agreement from the disposal facility agreeing to accept contaminated materials for disposal. This documentation shall include manifests with quantities. The documentation is due 10 days after removal from the site.
- H. Disposal Documents
Provide copies of all licenses, certificates, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for material disposal. Provide a list of the equipment used, the methods used, and the disposal areas and facilities used for disposing ballasts. Provide a copy of the results of tests performed to comply with the requirements of each disposal facility.
- I. Manifests
Submit a copy of the official manifest for each shipment of contaminated materials including, but not limited to, ballast contents and ballast carcasses evidencing delivery of the material to the approved licensed disposal facility. All manifests shall be in accordance with the requirements of 40 CFR, Part 262, 40 CFR, Part 761, Section 23 and State and local regulations. Manifests shall be signed by the GCLBA or authorized official.

1.07 REGULATORY REQUIREMENTS

- A. Statutes and Regulations
PCB-containing liquid removal, transportation, and disposal work shall be carried out in accordance with 29 CFR, Part 1910 and 1926, State of Michigan Act 64, Act 641, Act 307 and Act 136 wherever applicable. Hazardous material shall be transported in accordance with 40 CFR Part 263 to disposal facilities that operate in accordance with 40 CFR Part 264 and 40 CFR Part 265. Obtain all licenses, permits, certifications, receipts, etc., as required by such laws, regulations, codes, and ordinances.

B. General

All health and safety regulations relating to the removal, transportation, and disposal of ballasts available in 29 CFR, Parts 1926 and 1910 shall be complied with at all times. All pertinent regulations such as 29 CFR Parts 1910 and 1926 and 40 CFR 260, 261, 262, 263, 264, 761 and applicable state and local regulations shall be followed for storing, containing, and handling drums and small containers and for maintaining equipment for handling materials.

C. Protection of Employees and Visitors

Address the work in a manner such that its employees and site visitors will not be subjected to hazardous and unsafe conditions. Comply with all safety precautions, as required by 29 CFR Parts 1926 and 1910 and NFPA 329. Conduct and document the appropriate level of electrical lock-out/tag-out procedures.

D. Toxicity Considerations

Exercise care to minimize exposure to PCB-containing material and petroleum compounds when present during the handling of PCB-containing materials.

E. Flammability and Combustibility Considerations

Flammable and combustible vapors are likely to accumulate in work areas. Exercise caution by observing the following precautions: (a) eliminate all potential sources of ignition within the area; (b) prevent the discharge of static electricity during venting of flammable and combustible vapors; and (c) prevent the accumulation of vapors at ground level. Refer to API Publication 2015, 2015A and Recommended Practice 2003 for precautionary measures to follow during vapor evacuation activities. All open flame and spark-producing equipment is to be shut down and all electrical equipment must be explosion proof in compliance with NFPA 70B Class I, Division I, Group D or otherwise approved for use in potentially explosive atmospheres.

PART 2 PRODUCTS

2.01 GENERAL

Provide incidental equipment and materials necessary to complete specified activities, including, but not limited to, provision of drums for PCB-containing ballasts, and any scaffolding, cranes, or lifting equipment necessary to reach the areas for removal.

PART 3 EXECUTION

3.01 GENERAL

Disconnect or have disconnected power from ballasts and equipment being removed. Remove and containerize all PCB-containing light ballasts and equipment and dispose of properly. Obtain all required permits and approval documents. Provide approved containers, vehicles, equipment, labor, signs, placards, labels, manifests, and other documents necessary for accomplishing the work including materials necessary for spill cleanup for material from removal operations. Coordinate and pay for any additional sampling that may be necessary. Removal all PCB containing equipment discovered

during abatement activities. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

A. Safety Guidelines

Personnel working inside and in the general vicinity of the cleanup area shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. Personnel shall use proper protection and safety equipment during work in and around the ballast, as specified in API Publication 2217, AP RP 1604, and in the site-specific health and safety plans. Proper guidelines regarding safety precautions shall be required for handling all other items.

B. Control of the Work

Perform work in accordance with the requirements and specifications and take direction only from the Engineer or On-site Representative for this contract. Any other party that proposes to give direction to the contractor shall be immediately referred to Engineer or On-Site Representative. Perform control measures as specified in Section 01570.

3.02 CONTENTS VERIFICATION

A. Sampling and Analytical Testing

A Pre-Demolition Inspection/Hazardous Materials Survey will be provided for each structure. In general, the survey activities include an identification of the general location and quantity of mechanical and/or electrical equipment that may contain PCBs.

Any additional testing necessary is the responsibility of the Contractor. If necessary, the Contractor shall collect samples to the extent required by the approved off-site disposal facility receiving the material. All analytical testing as required under this section shall be paid for by the Contractor and is incidental to the Contract. Meet all regulatory requirements, including chain-of-custody documentation. Provide testing results to the GCLBA.

3.03 EXAMINATION

Selected contractors will be authorized to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. A site specific hazardous material survey will be prepared by others for each structure and will be provided to the contractor at the time of authorization. The Contractor is encouraged to inspect the site of the proposed work, at the time of authorization to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. Prior to proceeding on the authorized work Contractor may visit each of the listed sites to arrive at a clear understanding of the conditions under which the work is to be done and to make their own determination as to the amount of hazardous materials to be removed from the sites. Contractor will be held responsible to have compared the premises with the hazardous materials survey,

drawings, specifications, or other provided items, and to have satisfied himself as to all conditions affecting the execution of the work. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

3.05 DISPOSAL REQUIREMENTS

A. General

Materials requiring disposal shall become the property of the Contractor. Dispose light ballasts at a facility licensed to receive, clean, recycle, and dispose PCB-containing electrical equipment. Dispose all wastes in accordance with all local, State, and Federal solid and liquid waste laws and regulations, including those for hazardous waste, when applicable, as well as the Resource Conservation and Recovery Act (RCRA), and conditions specified herein. These services shall include all necessary personnel, labor, transportation, packaging, manifesting, or completing waste profile sheets, equipment, and reports. Provide all disposal and recycle information to the GCLBA.

B. Records

Maintain disposal and recycle records for all waste determinations, including: (1) appropriate results of analyses performed, (2) sample locations, (3) substances detected, (4) time of collection, and (5) other pertinent data as required by 40 CFR Part 280, Section 74 and 40 CFR Part 262 Subpart D. Record and make available information regarding method of transportation, method of treatment, method of disposal, quantities of waste, the names and addresses of each transporter, and the disposal or reclamation facility. Prepare and maintain copies and originals of disposal manifests, waste analyses or waste profile sheets, and certifications of final treatment/disposal signed by the responsible disposal facility official. Following contract completion, the records shall become the property of the GCLBA.

C. Hazardous/Special Waste Manifests

U.S. EPA waste generator's identification number for the site may be required due to the nature of the materials to be disposed. Work with the generator to obtain this or other generator identification numbers. For hazardous and non-hazardous contaminated liquid waste, utilize a State of Michigan approved manifest system in conformance with the requirements identified in 40 CFR Part 262, 40 CFR Part 263 and 40 CFR Part 761.

The manifests shall comply with all of the provisions of the transportation and disposal regulations. Prepare manifests for each load and obtain the appropriate identification numbers and signatures. The designated representative of the GCLB A will sign all hazardous and non-hazardous waste manifests.

Before waste transportation, all of the established pre-transport requirements shall be met. The wastes shall be transported by a certified waste hauler (i.e., the hauler must have an appropriate State waste identification number) in approved

containers. All transporters must sign the appropriate portions of the manifest and must comply with all of the provisions established in the applicable regulations. Hazardous waste manifests must be signed by the generator.

Provide the GCLBA with manifests, certificates, and other such evidence as may be required by local, State, and Federal regulations, to demonstrate that waste materials of all types were properly transported to, received at, and disposed at approved disposal facilities. After delivery of the load, provide a copy of the manifest to the GCLBA.

- D. Documentation of Treatment and Disposal
Dispose hazardous wastes at an approved treatment, storage, or disposal facility. The disposal facility will maintain U.S. EPA or appropriate State permits and waste treatment identification numbers and will comply with all of the provisions of the disposal regulations. Documentation of acceptance of special waste by a facility legally permitted to treat or dispose those materials shall be furnished to the GCLBA following the delivery of those materials to the facility.

3.06 SPILLS

- A. Spill Responsibility
The Contractor is responsible for cleaning up all the leaks and spills from decommissioning operations, drums, or other containers that occur because of the Contractor's negligence. Immediate containment actions shall be taken as necessary to minimize the effect to natural surroundings. Notify the GCLBA and appropriate governmental authorities of the incident. Cleanup shall be in accordance with applicable local, State, and Federal laws and regulations at no additional cost to the GCLBA.

END OF SECTION

SECTION 4 – RECYCLING OF CFCs

PART 1 GENERAL

1.1 GENERAL

- A. Contractor shall furnish all labor, material, equipment and incidentals required to remove, handle, transport and recycle residual refrigerants (assumed to be CFCs) contained in air conditioning units, refrigerators, drinking fountains, or other similar devices.
- B. Contractor shall submit to the GCLBA a copy of the applicable Contractor license for CFC removal and handling.
- C. Upon removal of CFCs from each unit, Contractor shall label each unit to indicate the refrigerant has been recovered.
- D. Contractor shall provide record documents in accordance with 40 CFR 82 verifying the removal procedures and amounts recovered.

PART 2 PRODUCTS

2.1 CONTAINERS AND LABELS

- A. Cylinders for CFC removal, storage, and transportation shall be provided to the Contractor by a licensed recycling facility.
- B. Contractor shall provide labels that indicate that the refrigerant materials have been evacuated.

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall identify the locations of all equipment at the Site that are believed to contain refrigerants and shall disconnect all utility services.
- B. Using a method acceptable to the licensed recycling facility, Contractor shall evacuate each unit of all refrigerants and containerize the materials for recycling.
- C. Contractor shall ensure that the CFC containing units are de-pressurized and free of all refrigerants. This may be accomplished by subsequent flushing with pressurized nitrogen or another acceptable method.
- D. Contractor shall transport all cylinders containing CFCs in accordance with the applicable DOT regulations.
- E. Contractor shall record and provide to GCLBA documentation of devices evaluated, procedures used, amounts recovered and other information as required by 40 CFR 82 upon completion of removal activities.

END OF SECTION

SECTION 5 – ABATEMENT OF REGULATED MISCELLANEOUS MATERIALS

PART 1 GENERAL

1.1 GENERAL

- A. Contractor shall furnish all labor, material, equipment, packaging, sampling, and testing, and incidentals required to remove/abate, transport and dispose/recycle all substances regulated under Federal, State and local statutes and land ban restrictions. These substances may include but are not limited to items listed in the Unit Rate Bid Schedule.
- B. The quantities of hazardous and/or regulated materials are provided in the Hazardous Materials Survey. Contractor will be authorized to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. A site specific hazardous material survey will be prepared by others for each structure and will be provided to the contractor at the time of authorization. The Contractor is encouraged to inspect the site of the proposed work, at the time of authorization to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. Prior to proceeding on the authorized work Contractor may visit each of the listed sites to arrive at a clear understanding of the conditions under which the work is to be done and to make their own determination as to the amount of hazardous materials to be removed from the sites. Contractor will be held responsible to have compared the premises with the hazardous materials survey, drawings, specifications, or other provided items, and to have satisfied himself as to all conditions affecting the execution of the work. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.
- C. Contractor shall be aware that the buildings may contain lead based paint and as such the potential for exposure exists. Contractor shall handle lead based paint in accordance with all federal, state, and local regulations.
- D. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Community Health provides for the health of workers (517) 373-3500.
 - 1. Contractor shall post any applicable State and/or Federal government regulations at the job sites in prominent locations.
 - 2. Contractor shall be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous materials.

- E. Applicable Regulations (include but are not limited to):
1. RCRA, 1976 -Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage or disposal of hazardous wastes nationally.
 2. Part 111, Act 451, 1994 -Michigan's Hazardous Waste Management Act: This statute regulates generation, transportation, treatment, storage and disposal of hazardous wastes in Michigan.
 3. Part 121, Act 451, 1994 -Liquid Industrial Waste Act: This statute regulates the transportation of liquid industrial wastes in Michigan. This includes non-hazardous liquids and hazardous liquids, which are not subject to management under RCRA or Part 111, Act 451, 1994.
 4. Toxic Substances Control Act (TSCA), 1976. This statute regulates the generation, transportation, storage, and disposal of PCB wastes.
- F. To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper).
1. Hazardous wastes may not be disposed of in sanitary landfills used for solid waste.
 2. Hazardous waste manifests shall be signed by the GCLBA or designated representative.

Topic	Agency and Telephone Number
Small quantity hazardous waste management, including hazardous waste stored in tanks	Materials Management Div., EGLE (517) 284-6550
Liquid industrial waste disposal (hazardous and non-hazardous)	Materials Management Div., EGLE (517) 284-6550
Disposal of hazardous waste into municipal sanitary sewers	Contact the superintendent of your wastewater treatment plant for permission
Discharges to surface water such as through a drain pipe or wastewater discharge	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Discharges to groundwater, including septic systems	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Pollution Incident Prevention Plans (PIPP)	Water Resource Div., Statewide Program Coordinator EGLE (989) 439-3461
Hazard Communication (for chemicals in the work place)	Michigan Department of Licensing and Regulatory Affairs, Construction Safety and Health Division at (517) 284-7680 or General Industry Safety and Health Division (GISHD) at (517) 284-7750
Burning of waste oil and other discharges to the air	Michigan Department of Environment, Great Lakes and Energy, Jennifer Dixon, (616)-581-0044
Registration of underground fuel storage tanks	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Installation, Inventory, testing & other requirements for above ground and underground storage tanks (for flammable and combustible)	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal

(Revised 11-21-2022)

Topic	Agency and Telephone Number
Building and outdoor storage	Local government building or zoning official requirements (including setbacks)

- G. Federal, State and local laws and regulations may apply to the storage, handling, and disposal of hazardous materials and wastes generated at the Site. The list above includes the regulations that are most frequently encountered.

PART 2 PRODUCTS

2.1 PACKAGING AND CONTAINERIZATION MATERIALS

- A. Packaging and containerization materials shall include but not be limited to the following:
1. Lab packing requirements per licensed disposal or recycling facility.
 2. Fiberboard barrels
 3. DOT approved removable head drums; roll-off boxes or equivalent
 4. Drum labels and marking which conform to 29 CFR 1926.58 K and all other Federal, State and local regulations
 5. Spill prevention countermeasure materials and control products consistent with 49 CFR 173 and Contractor approved SPCC plan.
 6. Sampling equipment and containers consistent with standard sampling technique

PART 3 EXECUTION

3.1 REMOVAL OF CHEMICAL FIRE EXTINGUISHERS

- A. Chemical fire extinguishers may be present at the Site. Contractor shall be responsible for the removal, proper handling, and disposal of all chemical fire extinguishers.
- B. Contractor shall properly collect, label and stage all chemical fire extinguishers throughout the Site. All chemical fire extinguishers shall be recycled or disposed at a licensed facility. Chemical fire extinguishers shall be transported in a manner that minimizes the potential for discharge.

3.2 REMOVAL OF MERCURY DEVICES

- A. High intensity discharge lamps and fluorescent light bulbs that may contain mercury are present either in fixtures or stored in bulk. The approximate locations of these lamps/bulbs will be identified in the Hazardous Materials Survey Report. Contractor shall remove all lamps/bulbs regardless of the estimated quantities provided in the Hazardous Materials Survey Report.
1. Many light fixtures and/or associated components may be suitable for recycling or resale. Contractor is encouraged to account for recycling or resale of such fixtures in its bid, if feasible.
 2. Contractor shall be responsible for the removal of all regulated lamps and bulbs from the associated lighting fixtures. All lamps and bulbs shall be

carefully removed from the fixtures and placed in appropriate sized containers equipped with dividers.

3. All containers intended for off-site recycling shall be either shrink-wrapped or placed in a secure crate to avoid accidental breakage. All containers shall be labeled as hazardous waste in accordance with applicable MDOT regulations.
 4. Contractor must use all precautions when handling lamps to avoid accidental breakage. Should accidental breakage of lamps occur, then the lamp debris shall be collected and placed in segregated reinforced drums or similar containers pending disposal.
 5. Light ballasts containing PCBs shall be managed in accordance with applicable regulations and appropriate sections of this Bid Document.
- B. Mercury switches and thermometers are present at the Site as indicated in the Hazardous Materials Survey Report, Contractor shall be responsible for the removal, transport and recycling or disposal of all mercury containing devices.

3.3 REMOVAL OF NON-HAZARDOUS EQUIPMENT OIL

- A. Oil-filled blowers, compressors, hydraulic hoists, and motors may be present at the site. The approximate locations of this oil filled equipment will be identified in the Hazardous Materials Survey Report. Contractor shall remove all oil filled equipment regardless of the estimated quantities provided in the Hazardous Materials Survey Report
- B. Contractor shall drain all free flowing oil from each oil-filled unit. All oil shall be drained into appropriate storage containers, consolidated, and staged on-site with appropriate labeling pending transport and disposition to a licensed reclamation facility.
- C. Upon removal of all free-flowing oil, equipment will be released by the GCLBA for disposition/recycling.

3.4 REMOVAL OF MISCELLANEOUS CHEMICALS, CONTAINERS, AND LIQUIDS

- A. Liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal are present at the site. The approximate locations of these materials will be identified in the Hazardous Materials Survey Report. Contractor shall remove all liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal, regardless of the estimated quantities provided in the Hazardous Materials Survey Report.
- B. Contractor shall remove all liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal. All materials shall be staged on-site with appropriate labeling pending transport and disposition to a licensed reclamation/disposal facility.

3.5 TRANSPORTATION

- A. Contractor shall evaluate all materials associated with the activities to designate materials classification for transportation purposes.
- B. Contractor shall package all hazardous materials for transportation and storage in accordance with 49 CFR 172.101 and applicable sections of 49 CFR 173. In addition, the Contractor shall comply with any packaging requirements identified by the licensed disposal or recycling facilities used for waste disposition during this project.
- C. Contractor shall label and mark all hazardous materials packaged and temporarily staged for subsequent off-site transport. Hazardous materials that have been specifically prepared for off-site transport shall be labeled in accordance with 40 CFR 172.101 and 49 CFR 173 Subparts D and E. Contractor shall provide all labels.
- D. Contractor shall ensure that the transporter has applied all appropriate placards to the transport vehicle according to the requirements outlined in 49 CFR 172.101 and 49 CFR Subpart F and all applicable MDOT/DOT regulations. The Contractor or transporter shall provide all such placards.
- E. Contractor shall submit the manifest to the GCLBA for review prior to signature by the GCLBA or designated representative and prior to removal of any material.

END OF SECTION

APPENDIX 1B: SCOPE OF WORK/SUMMARY OF WORK
DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES

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APPENDIX 1B: SCOPE OF WORK/SUMMARY OF WORK

SECTION 100 – SUMMARY OF WORK

PART 1 - GENERAL INFORMATION

1.1 DESCRIPTION

- A. This project consists of building and site demolition and disposal of buildings and basement/foundation, including backfill of the excavated area, secure all necessary permits (demolition, water/sewer cut, soil erosion and any other required by the local unit of government), and disconnect water and sewer utilities or cap wells and abandonment of septic tanks, if present, per Genesee County Health Department requirements.
- B. Unless otherwise specified in the Invitation for Bids (IFB)/ Request For Proposals (RFP), asbestos and hazardous materials have **not** been removed by others for structures identified in this bid. Contractor is responsible for executing the abatement scope of work as outlined in Appendix 1A unless materials are identified as having been previously removed.

It is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, whether or not a structure will ultimately be demolished as asbestos containing. Conditions inhibiting the abatement of identified materials must be thoroughly documented and explained.

Exceptions may be made in the case of roofing materials in good condition and in cases where a composite sample of drywall and joint compound contain less than 1% asbestos. When ACM roofing materials and drywall joint compound with <1% ACM composite are not abated, where applicable, ensure demolition activities adhere to MIOSHA regulations. In instances where Contractor intends to leave ACM in place during demolition, this must be specifically noted in the Work Plan with specific addresses and procedures identified.

Contractor will remove all identified ACM unless otherwise directed by the Land Bank.

Bidders can request access to Pre-demolition surveys by emailing request to one of the the GCLBA staff identified in the bidding documents. Bidders will be invited to review information via Box.com.

- C. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.
- D. A description of the scope of work can be summarized as follows:
 - i. Site and Building Demolition
 - (1) Coordinate with GCLBA designated Qualified Professionals as necessary and indicated.
 - (2) Locate property corners and lot lines to accurately set limits of demolition. Contractor will take before and after photos with date to document that they are at the right property and its current condition.
 - (3) Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and dead and/or falling trees, asphalt, bituminous and/or concrete paving, and miscellaneous debris on the site.
 - (4) Locate and mark all storm/sanitary sewers on site and establish a storm sewer protection and abandonment plan with GCLBA and appropriate authorities. Unless otherwise indicated, bids should assume that all storm sewer catch basins are to be

protected and contractors are to re-set protected storm sewer catch basins to final grade to support future drainage.

- (a) Install brick and concrete bulkhead for abandoned storm sewer leads at catch basin structures to remain. Plug and seal abandoned lead at property boundary or main in accordance with specifications, codes, and ordinances.
 - (b) Plug and seal water and sewer leads at property boundary or main in accordance with specifications, codes, and ordinances. Conduct open hole inspections in accordance with permitting authority.
- (5) Contractor is to coordinate and pay for and additional disconnects to be completed in the course of the work.
- (6) Contractors are to utilize two water hoses on each project during knock down and load out. This may be achieved with two hoses on one water truck with sufficient supply of water, or with two water trucks. Contractors are to utilize the following methods to mitigate fugitive dust:
- (a) Provide two hoses and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. **This requires wetting prior to demolition activities and during load out.**
 - (b) Minimize any drop distances.
 - (c) Limit work that creates dust on windy days.
 - (d) Cover debris piles/open holes if existing for more than 24 hours.

ii. Trees

- (1) Contractors are to remove trees:
- (a) within five (5) feet of excavations;
 - (b) that have been damaged by the contractor;
 - (c) whose roots have been damaged or exposed through the course of the work;
 - (d) that are **dead/rotten and/or are in jeopardy of falling. Trees in this condition, or caused to be in this condition are to be removed by the contractor at the contractor's cost.** Trees are to be considered dead/rotten/in jeopardy of falling if they have obvious fire damage, large mushrooms/fungi growing on the trunk, broken tops, etc.
 - (e) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished. **UNLESS trees are in the way of the demolition or dead/rotten and/or are in jeopardy of falling.**

iii. Concrete Sidewalks/Drive Approach

- (1) Access to the property for demolition work shall be limited to the driveway unless otherwise designated by the GCLBA project manager.
- (2) The Contractor shall be held responsible for the replacement of any sidewalks or approaches damaged during the project.
- (3) Contractors shall make all efforts to protect sidewalks and approaches by using materials such as dirt, plywood, etc.
- (4) **It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document pre-existing condition.** Replacement of damaged sidewalk or drive approach is not required; provided contractor's access is limited to the driveway unless otherwise approved by site manager and no further damage occurs. **If contractor further damages sidewalk or approach making sidewalks and approach unsafe and/or creating trip hazards, Contractor must replace sidewalks and/or approach.**

- (5) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk. Contractor must take all necessary steps to protect sidewalks and approaches.
 - iv. Site Restoration
 - (1) **Site restoration includes fill and compaction of all disturbed areas, seeding and mulch** (to include regrading, seeding, and mulching of Right of Way) **as specified in Section 200, Part 2 – Products and Part 3 - Execution.**
 - (2) **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**
 - (3) Right of Way is to be regraded, seeded, and mulched per specifications, regardless. The Right of Way will be defined as the first ten feet of the yard or from the road to the sidewalk.
 - v. Except for items indicated to remain the GCLBA/OWNER'S property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally.
- E. Submittals
- i. Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.
 - ii. All documentation must be submitted for each property/project individually.
 - iii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
 - (1) Request for Payment Packet must include:
 - (a) Sworn Statement
 - (b) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
 - (i) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed
 - (c) Certified Payroll to meet specifications
 - (d) Invoice on Contractor's Letterhead
 - (e) Contractor Attestation Form
 - (f) NESHAP Notification and MIOSHA Notification if required
 - (g) Pre-Demolition Walkthrough Form
 - (h) Alternate Work Plans as necessary
 - (i) Pre-Demolition Walkthrough Form
 - (j) Before and After Photographs of the site **(labeled and date stamped)**
 - (i) Demolition (front, back left side, right side)
 - (ii) Abatement – Documenting the removal of environmentally hazardous materials including asbestos
 - (iii) Before and after photos of sidewalks **(Demolition - labeled and date stamped)**

- (k) Demolition Permit (Must be on site at start of demolition and dated prior to start of demolition)
- (l) Municipal Open Hole/Backfill and Winter-grade or Final inspection receipt as stated in contract and/or IFB
- (m) Lead and Asbestos Air monitoring documentation as applicable
- (n) Soil Erosion Permit OR Soil Erosion Permit Waiver issued by Genesee County Drain Commission prior to start of demolition work.
- (o) Field Report/Daily Log/Inventory Sheet with supporting paperwork:
 - (i) A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
 - (ii) A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - (iii) A copy of the scrap metal receipt for AST/USTs and other metals.
 - (iv) A copy of any receipts for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- (p) **Statement of confirmation from qualified professional and backup documentation (Lab results from soil sample for backfill and top soil) that backfill and top soil meets specifications.** Projects without a statement from a qualified professional and those with backfill and topsoil that do not meet specs will not be approved for payment. **Refer to Section 300, Part 2- Products for specification requirements.**
- (q) Seeding and Watering Report
- (r) Seed tags identifying correct seed used per specification Section 200, Part 2 - Products
- (s) Documentation of well/sewer abandonment for from the applicable municipality as necessary
- (t) Proof of payment for use of City water as necessary
- (u) Sidewalk Permit – for sidewalk repair and curb removal, if applicable. (Approach removal and curb replacement only applies to properties located in the City of Flint)
- (v) Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.

1.2 WORK SCHEDULE

- A. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.
- B. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition. Coordinate with GCLBA designated Qualified Professionals as indicated (e.g. archaeologists, environmental professionals, etc.)

- C. Immediately after contract award the Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
- D. Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property.

Pre-Abatement Walk-through (PA) and Pre-Demo Walk-through (PD) process:

Once a contract is signed, GCLBA will issue a Notice to Proceed with cleanout or abatement activities.

- i. Abatement contractors are to complete the PA prior to beginning abatement activities.
 - (1) If a discrepancy/additional material is noted, it constitutes a Stop Work order and the prime contractor is to contact the GCLBA immediately. GCLBA will request the PA be submitted at this time.
 - (2) If no discrepancy/additional material is noted, then contractor is to retain the PA and provide it with the payment request packet or when otherwise requested.
 - (3) The PA must be signed and dated no later than the Abatement NESHAP Date.
- ii. Upon completion of abatement, the demolition contractor is to complete the PD.
 - (1) If a discrepancy/additional material is noted, contractor should work to address the problem with abatement contractor, EGLE, and GCLBA as necessary.
 - (2) If no discrepancy/additional material is noted, then contractor is to provide GCLBA with a copy (electronic is fine) of the signed/dated PD.
 - (3) Once GCLBA receives the PD certifying asbestos abatement is complete, we may coordinate compliance inspections with our surveyors.
 - (a) Contractors are welcome to accompany surveyors on compliance inspections, but compliance inspection schedules will not be modified to allow contractors to attend.
 - (b) Allow 5 business days for compliance inspections to be completed.
 - (c) Contractor will be responsible for any fees/costs incurred by GCLBA for failed compliance inspections. GCLBA will pay for passed compliance inspections.

Once GCLBA receives clearance approval from the surveyor, a demolition Notice to Proceed will be prepared for the cleared properties.

- E. The Contractor is required to place door hangers on properties within one property of the property slated for demolition one week prior to demolition (see Appendix for example door hanger and example map identifying structures requiring door hangers). Door hangers requiring addresses to be filled in will be provided to the Contractor by GCLBA.
- F. Place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract. See Appendix for example of double-sided 18x24 coroplast signs with metal H stands that will be provided to contractors. Contractors will be supplied signs sufficient to place at each active demolition site based upon capacity for the work. Contractor is responsible for maintaining, reusing, and returning signs to GCLBA at contract expiration.
- G. Contractor shall notify the GCLBA's representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.
- H. Completion dates are provided in the contract documents.

1.3 CONTRACTOR USES OF PREMISES

- A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public Right-of-Ways (ROWs) if properly barricaded, and the access is as designated by the site manager. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 - i. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - ii. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the GCLBA, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against the GCLBA, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
 - i. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
 - ii. Drive approaches located between the sidewalk and curb must be left as is.
 - iii. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractor's expense. No sedimentation on the road will be allowed.
- C. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- D. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by the GCLBA and its Contractors and/or potential buyer or lessor. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- E. Boarding of Windows and/or Doors: Decorative boarding will be retrieved by community groups prior to demolition when possible.
- F. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
- G. Any asphalt, dead or fallen trees, trees otherwise specified to be removed, trash, debris and/or brush must be removed from site.

1.4 ADJUSTMENTS TO BID

- A. **In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCLBA, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).**
- B. GCLBA reserves the right to cancel any project(s) that has been issued on a bid or entered into a contract if GCLBA has deemed project(s) infeasible and is unable to proceed with the demolition.

1.5 CHANGE ORDERS

- A. Any material change to the overall scope of the Contract requires prior approval by the GCLBA. Example: changes in Contract price, which may result from changes in Scope of Work requirements.

1.6 LIQUIDATED DAMAGES

- A. CONTRACTOR and the GCLBA recognize that time is of the essence for this Contract and that GCLBA will suffer financial loss if the Work is not completed within the times specified in the Term of Contract, plus any extensions thereof allowed in accordance of Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by GCLBA if the Work is not completed on time. Accordingly, instead of requiring any such proof, GCLBA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay GCLBA \$250.00 for each day that expires after the time specified in Notices to Proceed, as well as Term of Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GCLBA, CONTRACTOR shall pay GCLBA \$250.00 for each day that expires after the time specified in the Term of Contract for completion and readiness for final payment until the Work is completed and ready for final payment. If the work is not completed to the GCLBA's specifications, at the discretion of the GCLBA, the GCLBA will make the necessary repairs and decrease that amount from the Contractor's contracted amount.

1.7 WARRANTY.

- A. In addition to any other warranties set forth elsewhere in this Contract, Contractor warrants that Work performed and materials furnished under this Contract conform to the Contract requirements and as required in the ("Contract"), and are free of any defect of equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers of any tier. Such warranty shall continue for a period of 1 year from the date of final acceptance of the Work by Owner/Relevant Parties, or for such other greater period of time as may be specified in the ("Contract"). Under this warranty, Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, Contractor shall remedy at its own expense any damage to real or personal property owned or controlled by Owner/Relevant Parties when that damage is the result of Contractor's failure to conform to Contractor requirements or of any defect in equipment, material, workmanship or

design furnished by Contractor. Contractor shall also restore any work damaged in fulfilling the terms of this Article.

1.8 RE-INSPECTION FEE.

- A. If the Contractor's work fails an inspection from a GCLBA authorized consultant, GCLBA will charge Contractor for the failed inspection by the amount GCLBA is billed for the failed inspection.
- B. If the Contractor's work fails the GCLBA's inspection after Contractor requests inspection, the GCLBA will charge Contractor a \$75 re-inspection fee per re-inspection.

END OF SECTION 100

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 DESCRIPTION

- A. Soil erosion permits are required for certain parcels. Contractor, at Contractor's expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/ or well/septic abandonment permits from all appropriate authorities. **Soil erosion permit or waiver is a required submittal for receipt of payment.**
- B. Contractor is to make application to Genesee County Drain Commission (GCDC) for Soil Erosion and Sedimentation Control (SESC) permits and/or waivers for every parcel. The GCDC office has requested the Contractors submit applications and payment in batches of no more than 25 parcels at a time.
- C. Any work requiring consultation and coordination with the State of Michigan for permitting will be the responsibility of the Contractor.

1.2 SCHEDULING

- A. Control measures shall be constructed by the Contractor prior to the time demolition work starts and maintained throughout the demolition and site restoration work.

PART 2 - PRODUCTS

2.1 SEED

- A. 100% Dutch white clover seed inoculated with Rhizobium bacteria – Strain B. Do not mix with annual rye or other grass seed. Seed tags must be submitted with payment request.

2.2 MULCH

- A. Mulch may be straw or wood fiber. Do not leave twine from straw bales on lot, twine and other packaging must be disposed of off properly off site and is not considered mulch.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. General:

- i. Even though a specified erosion control measure is not called out on the plans, the contractor shall properly control and/or prevent all erosion caused by the Contractor's demolition operation.
- B. Sediment Removal:
 - i. The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.
 - ii. If eroded material is allowed to enter a storm sewer system it shall be the Contractor's responsibility to see that all catch basins and manholes are cleaned following demolition prior to receipt of final payment. Unless the Contractor can document positively to what extent an existing storm sewer system along the cleaning the system.
 - iii. All eroded materials deposited in the street gutter as a result of this work shall be removed by the Contractor promptly at the Contractor's expense.
- C. Restoration of Surface:
 - i. Restoration is limited to backfill and compaction of disturbed areas and grading, seeding, and mulching of the Right of Way. Final grading, seed and mulch shall be performed by the Contractor.

END OF SECTION 200

SECTION 300 – EARTHWORK

PART 1 - GENERAL

1.1 PROJECT CONDITIONS

- A. Dust Control
 - i. Water truck must be on site at all times provided by contractor. The Contractor shall use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site.
 - ii. All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.
- B. Protection
 - i. The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.
 - ii. In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the GCLBA Site Manager/Demolition Program Manager and at no additional costs to the GCLBA.
- C. Safety
 - iv. The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.
- D. Permits

(1) SEE SECTION 200.1.1.A

1.2 REFERENCES

- A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:
<https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>
- B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2020), (copies available for review on MDOT website:
<https://www.michigan.gov/mdot/business/construction/standard-specifications-and-publications> ; copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

PART 2 - PRODUCTS

2.1 FILL MATERIAL

2.1.1 General Requirements

- A. Content of fill material up to 18 inches from the surface: All fill material shall be subject to the approval of the Authority.
- B. Content of fill material from the 18 inch mark up to 6 inches from the surface: Use loamy material or a sandy clay (mined from the earth and not manufactured) to allow for proper drainage on the site.
- C. For approved fill material, notify the Authority in advance of the intention to import material, its location and the source material sites name, address, and telephone number.
- D. Pulverized building materials or debris shall not be used as fill materials.
- E. Any fill material obtained from off-site sources shall be free from contamination and shall meet specific environmental and quality assurance requirements as outlined below. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants prior to bringing on site.

2.1.2 Material Testing Requirements

- A. Testing requirements and certification for backfill materials (i.e. sandy loam fill, clay, topsoil) will differ based on the source site Category. Source site categories are defined as follows:
 - i. Category 1: Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites;
 - ii. Category 2: Commercial, Utility, and Road Construction Sites; Commercial Landscape Yards, Agricultural Sites, Amended Topsoil;
 - iii. Category 3: Industrial, Known Sites of Environmental Contamination (Gas Stations, Dry Cleaners, etc.) Dredge Sites, and Other.
- B. **Sampling Requirements by Category**: Contractor must receive approval from the Authority prior to import of backfill materials. Approval for import of backfill materials is conditioned upon submittal and review of the information described below and as outlined in the deliverables section:
 - i. Category 1 and Category 2 Source Sites:
For each of the backfill materials, the Contractor shall furnish a certification to the Authority, for each source location stating the following:
 - 1. The origin of the backfill material and address location.

2. Affirm no evidence of known or suspected sources of environmental contamination that may have impacted proposed backfill materials.
3. The backfill materials are homogeneous in nature, description of general composition of the backfill materials, affirmation that materials are free from debris, large rocks, concrete, or other conditions, which would make the material unsuitable for use as backfill, and meet the backfill specification described in the Contract Documents.
4. Certifies that all information submitted is complete and accurate,
5. Certify that the soil samples were collected by a qualified and knowledgeable individual and identify that individual,
6. Certify that samples were collected and analyzed in accordance with methods approved by the USEPA SW-846 and/or EGLE PA 201
7. Certify that the soil samples are representative of the entire material proposed for use at the Authority's properties.
8. Collection of the following discrete soil samples representative of the backfill material to be imported:
 - a. Category 1 Source Site
 - i. One (1) representative Environmental Sample for analyses identified below per site per year, and
 - ii. One (1) representative Quality Assurance sample for analyses identified below, per site per year.
 - b. Category 2 Source Site
 - i. One (1) representative Environmental Samples for analyses identified below per 5,000 cubic yards of material.
 - If submitting one representative sample for 5,000 cubic yards of material when more material is present on site, the material you are submitting sampling for must be segregated.
 - ii. If stockpile consists of more than 5,000 cubic yards and Contractor is not testing the entire stockpile, then the material that is being tested must be segregated from the stockpile. Submittals should include proof of the segregated material.
9. Complete laboratory analyses as described below for each soil sample collected.
10. For Category II Source Sites provide the volume of the source material and/or segregated material.
11. Provide a scaled site map or aerial photograph depicting the source material origin and sample location(s).
12. For segregated material, submit photos of segregated material.
13. Prepare a complete deliverable package as described below.

ii. Category 3 Source Sites:

Backfill materials from Category 3 source sites are **prohibited** for use at project sites without a site specific evaluation by a Qualified Environmental Professional and approval by the Authority, **in advance**.

For Category 3 Source Sites, Contractors can retain a Qualified Environmental Professional to conduct an independent evaluation of the proposed backfill material and propose a work plan to the Authority in advance of sampling and testing. Sampling frequency, methodology, and strategy must be detailed and designed to demonstration

that the proposed backfill materials meet Environment, Great Lakes and Energy (EGLE) Part 201 Cleanup Criteria for Unrestricted Residential use. After work plan review and approval by the Authority, the Contractor's Environmental Professional will be required to implement the work plan and prepare a complete deliverable package as described below for review and approval.

C. Environmental Sample Parameters

For each discrete soil sample collected, laboratory analytical parameters and methods shall meet the following requirements:

- i. Volatile organic compounds (EPA Method 8260) – Note: Backfill material with any detectable concentrations of volatile organic compounds may be rejected.
- ii. Semi-volatile organic compounds (EPA Method 8270)
- iii. Pesticides/PCBs (EPA Method 8081/8082)
- iv. Metals, including: arsenic, barium, cadmium, copper, lead, mercury, selenium, silver, zinc (EPA Method 6020, 7470/7471)
- v. Chloride, add for road construction projects or soils located beneath parking lots only (EPA Method 9056).

The above identified target parameters for backfill materials must be below the latest published EGLE Part 201 Generic Residential Cleanup Criteria (GRCC).

Acceptable target ranges for environmental testing will be as follows:

Parameter	Acceptable Range
Environmental Testing (VOCs, SVOCs, PCBs)	<TDL
Environmental Testing	<GRCC

TDL – Target Detection Limit (Please note any detection in laboratory report for further evaluation by Authority)

GRCC – Generic Residential Cleanup Criteria published by the Michigan Department of Environmental Quality

D. Sample Collection Methodologies

The Authority encourages Contractors to use Environmental Professionals to perform soil sampling; thereby ensuring that Contract Document requirements are strictly adhered. The Authority reserves the right to reject any sampling and testing data that does not strictly adhere to this Sampling Methodology and Laboratory Analysis guidance.

Soil sampling methodology is most often contingent upon physical characteristics of the medium to be sampled, in most cases, simple hand tools will suffice. Follow these procedures to collect soil samples with a scoop or trowel:

- vi. Using a pre-cleaned stainless steel scoop or trowel, remove vegetation and top layer of soil, then loosen the desired volume of soil from the sampling area.
- vii. Transfer the discrete grab sample into an appropriate sample container.
- viii. Secure the cap tightly. Methanol preservation of soils (EPA Method 5035) is required for volatile organic compound analysis.

- ix. Label and tag the sample containers, and record appropriate data on soil sample data sheets (depth, location, color, and other observations).
- x. Place glass sample containers in sealable plastic bags, if required, and place containers into an iced shipping container. Samples should be cooled to 4°C as soon as possible.
- xi. Complete chain of custody forms and ship as soon as possible to minimize sample holding time. Scheduled arrival time at the analytical laboratory should give as much of a holding time as possible for scheduling and sample analysis.

E. Quality Assurance Testing Parameters

Additional criteria applicable to Topsoil and Amended Topsoil. For the imported materials the borrow area shall be sampled for the following material quality assurance parameters:

- i. Topsoil
 - 1. Six (6) inches of screened top soil must be applied to each lot. (Topsoil must be free of asphalt, pulverized building materials, and construction debris).
 - 2. Contractor must use a one (1") or less, single screen to screen top soil.
 - 3. Topsoil shall be sourced from a clean borrow source or supplier.
 - 4. Topsoil consisting of Friable Sandy Loam that can be pulverized under normal hand pressure may also be acceptable.
 - 5. Topsoil consisting of Sandy Clay Loams with the lowest possible clay proportion may also be acceptable.
 - 6. Conforming to ASTM D2487 Group Symbol SM.
 - 7. Free of roots, rocks larger than ½-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other man-made items).
 - 8. **If compost is used, it shall be derived from plant material and meet the general criteria set forth by the U.S. Composting Seal of Testing Assurance (STA) program. The compost shall be the result of the biological degradation and transformation of plant-derived materials under conditions that promote anaerobic decomposition. The material shall be well composted, free of viable weed seeds, and stable with regard to oxygen consumption and carbon dioxide generation. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.**
 - 9. Topsoil shall not be overly compacted.
 - 10. Acceptable target ranges for Topsoil will be as follows:

Parameter	Acceptable Range
pH	5.5 – 8.5
% Organic Matter	2% - 25%
Texture Class	SM

2.1.3 Deliverables

- A. **Contractor** must provide the following deliverables that backfill materials are below MDEQ/EGLE Part 201 GRCC and within target Quality Assurance parameters as outlined above. Deliverables should include at a minimum:
 - xii. Statement of Certification from Contractor including, but not limited to: backfill material type; location of material, including address and name; homogeneous nature of material, no

evidence of environmental contamination, and that material meets backfill specifications as described in the Contract Documents. Certification should include all lab results from soil samples collected for backfill materials.

- xiii. Certification Form per material, for approval by Authority upon review of the above identified deliverable.
- xiv. Statement per material from a qualified environmental professional that the material meets specifications for the purpose for which it is being submitted.
- xv. A site map and aerial photograph depicting the location of the source material origin and a sample location map.

Provide Authority with the above Quality Control Reports at least ***ten (10) working days in advance*** of delivery to project site. The Authority reserves the right to reject backfill materials if deliverables are not completed properly and in their entirety or if parameters reveal contamination in excess of the acceptable criteria. No material will be transported to the property prior to the GCLBA's written approval.

In the event the Environmental or Quality Assurance testing shows that imported material does not meet specifications, the Contractor will be required to determine the extent and remove the non-specified materials and supply acceptable material.

The following does not constitute acceptance of the Work in the event the Work or any material is not in accordance with the Contract Documents, and therefore does not release the Contractor from its obligation to perform and furnish the Work/Material in accordance with the Contract Documents:

1. a certification by the Authority or Authority's Representative of any Request for Payment or final payment;
2. the issuance of a Substantial Completion certificate;
3. any payment by the Owner to the Contractor;
4. any Partial Use;
5. any act of acceptance by the Owner or any failure to do so;
6. any review and approval of a Shop Drawing, sample, test procedure or other Submittal;
7. any review of a Progress Schedule;
8. any On-Site Inspection;
9. any inspection, test or approval;
10. any issuance of a notice of acceptability by the Authority or Authority's Representative;
or
11. any correction of defective Work or any completion of Work by the Authority or Authority's Representative.

Due to any independent inspection or testing performed by the Authority, if the imported material is found not to meet the specifications, the Contractor must (a) pay all related costs, including an appropriate portion of the delay and costs occasioned by discovery of defective work; (b) schedule related activities; (c) repair and associated damage including impacts to human health and the environment; and (d) promptly remove and replace defective work.

If the Contractor covers any Work without proper approval by the Authority as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose or otherwise

make available, when requested by the Authority, for testing, inspection or approval of the covered Work.

Examples and templates for certification forms and statements can be found in Appendices.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
- C. Protect existing trees to remain.

3.2 DEWATERING

- A. Contractor will be responsible for dewatering as necessary, to include the characterization and appropriate disposal of liquids.
- B. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- C. Protect subgrades from softening and damage by rain or water accumulation.

3.3 EXCAVATION

- A. Explosives: Do not use explosives.
- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

3.4 STABILITY OF EXCAVATIONS

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

3.5 APPROVAL OF SUBGRADE

- A. Notify GCLBA's representative when excavations have reached required subgrade.
- B. When GCLBA's representative determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the GCLBA's representative.

3.6 STORAGE OF SOIL MATERIALS <Updated 5/25/2017>

- A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
 - i. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

- (1) Barriers must be installed at all excavations to protect public safety until receipt of open hole approval.

3.7 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
 - xvi. Receipt of approval to proceed from local municipality building inspector.
 - xvii. Acceptance of removals below finish grade.
 - xviii. Removal of trash and debris from excavation.
 - xix. Removal of temporary shoring and bracing and sheeting

3.8 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
 - i. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverized, moisture-condition or aerate soil and re-compact to require density.
- C. Place fill in layers to an elevation of between 8" to 18" above adjacent undisturbed ground.
- D. Any open hole in excess of 3' in depth left unattended is to be extended or partially filled to create a slope no less than 10' in width on one of the four sides that would allow any person or animal falling into the hole to escape by climbing up a reasonably scalable slope.
- E. All fill material is subject to random inspection and sampling and must meet all backfill & top soil sampling and certification requirements.

3.9 BARRIERS

- A. Contractor shall install and maintain barriers at all excavations to protect public safety.
- B. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Contractor shall install and maintain barriers at all open hole and/ or debris pile. A minimum of 4' tall perimeter safety barrier fence must be erected and maintained around the entire circumference of the hole and/or any debris pile. No existing fence or structure at the site may be used as part of the required safety barrier.
- D. At any time during the demolition process when an open hole and/ or debris pile must be left unattended more than 24 hours, a 4' tall perimeter safety barrier fence must be erected and maintained around the entire circumference of the hole and/or any debris pile. No existing fence or structure at the site may be used as part of the required safety barrier.
 - i. Safety Barrier must be 4' high and must be constructed of orange high-density polyethylene material with 1.75" X 1.75" mesh equal to Tenax Guardian Warning Barrier.
 - ii. Safety Barrier Fence must be installed using commercially available wooden or metal stakes that will secure and hold up the safety barrier.

- iii. Safety Barrier Fence stakes must be installed in solid ground approximately three feet away from the corners of the open hole or debris pile and driven to a depth of 24" below grade with a minimum of 4' remaining above ground.
 - iv. Safety Barrier Fence spans in excess of 20' must have an interstitial stake, spaced equally between corner stakes.
 - v. Securely attach the Safety Barrier Fence to each stake using heavy duty cable ties at no less than 4 locations, spaced evenly along the length of the stake.
 - vi. Mend individual pieces of Safety Barrier Fence using cable ties at each row of mesh.
 - vii. Finished installation must yield a taught, secure enclosure with no noticeable sagging and the contractor is responsible for regularly inspecting and maintaining the Safety Barrier and making any corrections needed immediately. If the contractor is notified of an issue with a safety barrier, then within 24 hours of notification the needed correction shall be made.
- E. When indicated in Attachment D (primarily for commercial projects where load out is unable to be achieved within 48 hours or additional concerns exist): A fence will be installed around the perimeter of the project site. The fence shall be 6' high and be constructed of sections of chain link fence with galvanized support posts no more than 8' spacing.

The fence shall be installed by either setting galvanized posts into the ground a minimum of 30" or by affixing galvanized bases to the posts and weighting them with sandbags.

Gates installed to allow access to the site shall be locked with heavy gauge chain whenever the site is left unattended.

Contractor must affix to the fence, in a conspicuous area, one construction sign noting the contractor's business name and contact telephone number. The sign shall measure at minimum 36"x24".

Contractor must affix to the fence, in a conspicuous area, one construction sign noting the minimum level of personal protective equipment (PPE) requirements while on site. The sign shall measure at minimum 36"x24".

3.10 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or back fill layer before compaction to within 2 percent of optimum moisture content.
 - i. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - ii. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

3.11 COMPACTION

- A. Place backfill and fill materials in layers not more than 18 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by the GCLBA's representative. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction if approved by the GCLBA's representative. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

- B. Topsoil shall not be heavily compacted. Use light-weight tractor for final grading to ensure topsoil does not become compacted.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - i. Provide a smooth transition between existing adjacent grades and new grades.
 - ii. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: The leveling of the site surface shall be done in a way to prevent excessive runoff into the abutting street or properties, or cause pooling or ponding in the site and must provide a smooth transition between existing adjacent grades and new grades. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.
- C. Retaining walls: For guidance on backfill and final grade associated with the demolition of retaining walls, refer to Section 400 Part 3.5.B.

3.13 SEEDING AND WATERING

- A. ****Note-** Seeding and Watering Report as well as seed tags required for payment
- B. 100% Dutch white clover seed applied at a rate of rate of 2 oz. of seed per 1,000 sq. ft., placed upon six (6) inches of screened topsoil. Contractor must use a one (1") inch or less screen to screen top soil. *(See Part 2 – Products – for specification)* Prior to planting, seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B). Use a cultipacker pulled by a light-weight tractor (do not use heavy equipment on the site that would compact the topsoil layer) to ensure seed has good contact with the soil. Plant seed ¼" deep. Mulch entire planting area to ensure proper moisture levels, removing bale string from the site.
- C. Contractor must demonstrate that the site has been watered within 7 days of the seeding date sufficient to allow for seed germination. Notify the Genesee County Land Bank of the date of seeding via email. Fill out Seeding and Watering Report. Contractors are encouraged to use weather forecasts to plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.
- D. In periods of abnormal dryness to severe drought as indicated by the U.S. Drought Monitor, Contractor will be required to water site for a period of 7 days after seeding to keep site sufficiently moist during the germination period.

3.14 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCLBA/GCLBA's Representative.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
 - i. Scarify or remove and replace material to depth directed by the GCLBA's representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the warranty period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
 - i. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the GCLBAs property.

3.16 PAYMENT

- A. The work of excavating, filling, and grading shall be included in the lump sum project costs as indicated in IFB/RFP documents. The work of backfilling shall include all labor, materials and equipment necessary for filling and compaction of the subgrade prior to placing any improved surface. The work of final-grade, seed, and straw shall include all labor, materials and equipment necessary for placing and grading topsoil, seeding, mulching and watering per specifications. **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**

END OF SECTION 00300

SECTION 400 – BUILDING DEMOLITION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - xx. Protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
 - i. Demolition and removal of building, basements, and foundations.
 - xxi. Demolition and removal of site improvements and features, including but not limited to retaining walls, private concrete and paving, sidewalks, curbing, private utility poles, marquee signs, sprinkler systems, and foundation landscaping. Remove below grade features including foundations and wiring. Remove trees within five (5) feet of excavations; trees that have been damaged by the contractor; trees whose roots have been damaged or exposed through the course of the work; and trees that are **dead/rotten and/or are in jeopardy of falling**. Trees are to be considered dead/rotten/in jeopardy of falling if they have obvious fire damage, large mushrooms/fungi growing on the trunk, broken tops, etc. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
 - ii. Demolition and removal of all material, material piles, fencing, trees, debris, etc.

1.2 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the GCLBA's property.
- B. Existing to Remain: Protect items indicated to remain against damage during demolition.

1.3 MATERIALS OWNERSHIP

- A. With the exception of automobiles or items or materials indicated to be reused, salvaged, or otherwise indicated to remain the GCLBA's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
- B. Contractor shall not take it upon themselves to remove automobiles. Contractor is to coordinate with GCLBA for the removal of any automobiles on site. Such coordination may include creating access to automobiles so that GCLBA authorized business may tow subject automobiles away.

1.4 SUBMITTALS

- A. General: Submit each item in this Article to GCLBA, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
 - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.
- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Trucking log(s) tracking loads out of and loads in to each project. Each load should be described in detail (i.e. Demo debris, concrete, backfill, brush, topsoil, etc.).
- H. Records for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- I. Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.
- J. Seeding and Watering Report
- K. Seed tags from Dutch white clover seed
- L. Sidewalk and/or curb replacement permit and certification from City or Township.
- M. Refer to Section 100 Part 1.1.E.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.
- B. Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 PROJECT CONDITIONS

- A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
- B. Buildings to be demolished will be vacated and their use discontinued before start of work.
- C. GCLBA assumes no responsibility for actual condition of the buildings to be demolished
 - i. Conditions existing at time of inspection for bidding purpose will be maintained by GCLBA as far as practical.
- D. Storage or sale of removed items or materials on-site will not be permitted
- E. Landfill Disposal:
 - (1) Contractor shall supply GCLBA with a copy of landfill and disposal receipts.

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION

3.2 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Survey the structure to ensure structures are thoroughly abated and vacant immediately prior to beginning demolition activities.
- D. Perform surveys as the Work progress to detect hazards resulting from demolition activities.

3.3 PREPARATION

- A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract.
- D. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

- i. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the GCLBA and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - ii. Any work that may interfere with roads, streets, or sidewalks should be coordinated with appropriate municipality traffic control office. In the City of Flint, this is handled by the - Department of Traffic Engineering 810-766-7135.
- E. Once demolition operations have begun, structural components are to be expeditiously removed from the site and disposed of properly.
- F. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
 - i. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Refer Section 300 Part 3.9 BARRIERS for additional details.
 - ii. Protection existing site improvements, appurtenances, and landscaping to remain.
 - iii. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.4 EXPLOSIVES

- A. Use of explosives will not be permitted.

3.5 POLLUTION CONTROLS

- A. Unless otherwise specified in the Invitation for Bids (IFB), asbestos and hazardous materials have **not** been removed by others for structures identified in this bid. Contractor is responsible for executing the abatement scope of work as outlined in Appendix 2A unless materials are identified as having been previously removed. Even if materials are identified as being previously removed, Contractor is expected to make its own inspections and verifications by knowledgeable individuals prior to beginning demolition.

It is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, regardless of the friable/non-friable condition of the ACM, and whether or not a structure will ultimately be demolished as asbestos containing. Conditions inhibiting the abatement of identified materials must be thoroughly documented and explained.

Exceptions may be made in the case of roofing materials in good condition and in cases where a composite sample of drywall and joint compound contain less than 1% asbestos. When ACM roofing materials and drywall joint compound with <1% ACM composite are not abated, where applicable, ensure demolition activities adhere to MIOSHA regulations. In instances where Contractor intends to leave ACM in place during demolition, this must be specifically noted in the Work Plan with specific addresses and procedures identified.

All structural concrete- including walls, floors, and foundations- are to be appropriately manifested and disposed of as asbestos when a structure is demolished with ACM or PACM present, unless bidder submits with their proposal a regulator approved plan for alternative methods of concrete disposal.

Contractor will remove all identified ACM unless otherwise directed by the Land Bank.

Bidders can request access to Pre-demolition surveys by emailing request to one of the GCLBA staff identified in the bidding documents. Bidders will be invited to review information via Box.com.

A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the Contactor.

Contractor must submit 10-day NESHAP project notifications for ALL demolition projects including Ordered/Emergency Demolitions. NO EXCEPTIONS!

Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable.

- B. Contractor shall be aware that the buildings may contain lead based paint and as such the potential for exposure exists. Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium. Contractor shall handle lead based paint in accordance with all federal, state, and local regulations.
- C. Ordered Demolitions –
 - i. Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions) or demolition of structures as asbestos containing :
 - (1) An Asbestos NESHAP trained person must be on site during the demolition
 - (2) ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK/WATER SOURCE ON SITE.**
 - (3) Water must be used and all debris must be kept wet at all times *(except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day). Please note, MIOSHA never waives a wetting requirement.*
 - (4) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
 - (5) All debris must be disposed of as **“friable asbestos” (RACM)** at a Type II landfill and disposal records must be kept for 2 years.
 - ii. Requirements per MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions) or demolition of structures as asbestos containing:
 - (1) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person.
 - (2) Demolition involving Class I ACM requires the Contractor to prepare and retain an Alternative Work Plan as defined in 1926.1101(g)(6).
- D. Removal of non-friable/intact Class II materials requires workers to be trained 8 or more hours depending on number of Class II materials involved.
- E. There is one exception to this competent person training requirement involving flooring that is removed intact utilizing compliant work practices specified in Part 602 for these materials; 12 hours competent person training is required.

- F. Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857(C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by the Demolition Contractor are to be in compliance with application provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act(42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

G. DEWATERING

- i. Contractor will be responsible for dewatering as necessary, to include notification to the appropriate authorities, attainment of required permits, and the characterization and appropriate disposal of liquids.
- ii. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- iii. Protect subgrades from softening and damage by rain or water accumulation.

H. USE OF WATER

- i. All contractors are REQUIRED to have and use a water truck/sufficient water source. Contractors must provide hoses per project, or a water canon capable of sufficient dust suppressing mist. Two hoses should be used as a best practice. Two hoses may be achieved with two hoses one truck or by utilizing two trucks. Water truck(s) must be on site at all times, provided by a contractor to water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt to include but not limited to:
 - (1) Providing two hoses and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. This requires wetting prior to demolition activities and during load out.
 - (2) Minimizing any drop distances.
 - (3) Limiting work that creates dust on windy days.
 - (4) Covering debris piles/open holes if existing for more than 24 hours.
- ii. Comply with governing environmental protection regulations. If respondent/contractor does not include a water truck in list of equipment, submitted response may be considered non-responsive.

- iii. All contractors are required to provide proof of: a) water source, b) legality of use of the source, c) where the source requires payment, proof of payment for quantity used, and d) proof of approval for use of specific hydrants utilized.
- iv. **Adequately Wet-** As defined in 40 CFR Part 61, Subpart M, sufficiently mix or penetrate with liquid to prevent the release of particulates from the source material. Continue wetting asbestos-containing material (ACM) if visible emissions are encountered during abatement activities. When uncertainties arise, continue wetting material until uncertainties diminish.
- v. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- vi. Use two hoses or a water canon, water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- vii. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- viii. Provide two hose and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. This requires wetting prior to demolition activities and during load out.
- ix. Minimize any drop distances.
- x. Limit work that creates dust on windy days.
- xi. Cover debris piles/open holes if existing for more than 24 hours.
- I. USE OF CITY OF FLINT WATER: The City of Flint has a limited number of water meters available for rent. These meters will be rented to contractors with the understanding that contractors follow the following procedures:
 - i. Only use hydrants sparingly. Contractor must notify the appropriate City of Flint water official prior to hooking up to a hydrant and acquire approval.
 - ii. Contractor must then use that hydrant to refill water trucks.

Meters should not be moved from hydrant to hydrant based on geography of demolition projects. Contractor is to strategically select one hydrant for all projects in an area and use the selected and approved hydrant to meter the water used for filling water truck. This is a requirement in order to remain in compliance with EPA and EGLE edicts to the City of Flint and in order to reduce damage to the aging infrastructure.

Any contractor that is illegally using the City of Flint water/fire hydrants, or illegally sourcing water from any site, will face penalties up to suspension or debarment by the Genesee County Land Bank.
- J. Remove and transport debris in an expedient manner that will prevent spillage on adjacent surfaces and areas.
- K. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

- L. Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the GCLBA. Contractor shall limit noise pollution at all times to prevent objectionable conditions.
- M. Debris shall be loaded out accordingly and promptly once demolition activity has begun.

3.6 DEMOLITION

- A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
 - i. Contractor shall wet the building prior to demolition. A hole shall be created in the building roof and water sprayed into it to sufficiently wet any insulation/other friable material prior to collapsing the building with mechanical methods.
 - ii. Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
 - iii. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - iv. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - v. Debris from demolition or deconstruction activities that remains on a site must be kept wet at all times or covered at the end of each workday with non-permeable plastic. Plastic sheeting must be anchored.
 - vi. Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
 - vii. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 - viii. Remove air-conditioning equipment without releasing refrigerants.
 - ix. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
- B. Retaining walls: Contractor is to completely demolish retaining walls associated with site to include removal of footings, trees, shrubs and bushes within 5 feet of the wall, and along the portion to be demolished. Contractor is to protect any portion of retaining wall to remain beyond site boundaries. Contractor is responsible for contracting utility companies as necessary to determine requirements to remove or relocate on-site utility poles and associated telecommunication, cable, and electrical lines that exist in the vicinity of the retaining wall.
 - i. Saw-cut retaining wall to protect portions of the structure to remain.
 - ii. Remove retaining wall, buttresses, and associated sub grade foundations in sections, completing fill and compaction as necessary to prevent collapse of soils behind wall;
 - iii. Backfill and compact foundation/footing excavation with GCLBA approved Class II sand;
 - iv. Place backfill in 1 foot lifts and compact, maintaining a 1 to 4 slope for the above grade portion, to 6" below final grade;

- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
 - i. Basement Excavation
 - (1) Below grade structures foundation/basement floor shall be totally removed.
 - (2) As indicated, basement excavation and below ground work is to be coordinated with GCLBA's specified Qualified Environmental Professional.
- D. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.
- E. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- F. Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. **Any** damage to surrounding buildings or property will be repaired by the Contractor at Contractor expense.

Contractor is to place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Debris from demolition or deconstruction activities that remains on a site must be covered at the end of each workday with non-permeable plastic. Plastic sheeting must be anchored.
- C. Burning: Do not burn demolished materials.
- D. Disposal: Transport demolished materials off GCLBA's property and legally dispose of them.
- E. Contractor shall supply GCLBA with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must be supplied to the GCLBA in a timely manner to insure payment will be paid in a timely manner.

END OF SECTION 400

Appendix 2- Genesee County Land Bank Authority Procurement Process for State & Federal Grants

The purpose of Procurement Regulations is to ensure that Genesee County Land Bank Authority (GCLBA) gets the highest quality of desired goods and services at the best price possible, for the fair and equitable treatment of all persons involved in public purchasing by GCLBA, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. Further, regulations are aimed at streamlining the process of procurement while maintaining adequate controls. These procurement procedures apply to all staff involved in the procurement process and specifically target the procurement of awards of state and federal grants.

DEFINITIONS

Business: Any corporation, limited liability company , partnership, individual, sole proprietor, joint stock company, joint venture, or any other private legal entity offering or providing a product or service to Genesee County Land Bank.

Capital Equipment: An article costing more than \$3,000.00, with a useful life of more than one year, but excluding Information Technology.

Change Order: A written order issued by the Contract Administrator or the Grant Manager directing the contractor to make changes which are authorized by the Contract Administrator or Grant Manager.

Chief Financial Officer (CFO): The Chief Financial Officer for the GCLBA or individual temporarily acting in that capacity. The CFO will be consulted for clarification when there are questions or concerns related to procurement and is also authorized to approve payment requests on behalf of the agency.

Confidential Information: Any information which is available to any employee only because of the employee's status with GCLBA and is not a matter of public knowledge or available to the public on request.

Contract Amendment: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or any other provisions of any contract accomplished by the mutual action of the parties to the contract.

Construction: The process of building, altering, repairing, improving, or demolishing structures located in Genesee County Michigan.

Contract: All types of agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contractor: Any person or entity having a contract with Genesee County Land Bank.

Cost Analysis: The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data: Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

Executive Director: Executive Director for the GCLBA or individual temporarily acting in that capacity is authorized by the GCLBA Board of Directors to be responsible for the day-to-day operations, control, management, certification of expenditures and oversight of Land Bank functions.

Genesee County Business: Any corporation, limited liability company , partnership, individual, sole proprietor, joint stock company, joint venture, or any other private legal entity whose primary place of business is located within Genesee County, Michigan, and who has made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within Genesee County within the last 12 months.

Procurement: The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to obtaining of, or seeking to obtain, any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement by micro-purchases: Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$3,000. To the extent practicable micro-purchases will be distributed equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if GCLBA considers the price to be reasonable.

Review Team: Employees and or relevant consultants designated to review bids in GCLBA purchasing matters.

Requests for Proposals/Invitation for Bids: All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsive Bidder or Offeror: A person, or entity, who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation to bid and has the capabilities in all respects to perform fully the contract requirements, and the tenacity, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

COMPETITIVE SEALED BID PROCESS

The steps in the Competitive Sealed Bid process are:

1. **Preparation of the technical bid specifications:** The contract administrator will create the technical bid specifications. These specifications will include complete and accurate descriptions of materials, products, and services to be provided. The specifications will address any concerns identified during the environmental review (if required). The bid will include information on bidders' responsibilities as it relates to the disconnection of utilities, if required.
2. **Bid terms and conditions:** The contract administrator will create the terms and conditions of the bid. Unless otherwise stated, Standard Terms and Conditions, as defined herein, apply.
3. **Prevailing Wage/Davis-Bacon:** As the GCLBA requires all contractors/bidders (not including sub-grantees) to follow the Genesee County Labor Standards and Genesee County Prevailing wage **rates**, a copy of the most recent wage rate decision for Genesee County as provided by Michigan Department of Licensing and Regulatory Affairs Wage and Hour Division is included in each Invitation for Bids/Request for Proposals. If the project has been determined to require Davis-Bacon wages, secure the applicable wage rate decision(s) and include them in the bid documents and construction contracts.
4. The **bid documents** will include, at a minimum, the following:
 - Technical specifications.
 - City, Township, County, **and/or** federal and state requirements, when applicable.
 - Funders/grant requirements.
 - Cost and pricing information.
 - Method of payment.
 - Advertisement for bid (as required by state law).
 - Bidders information specifying method of bidding, bid evaluation, and contract award.
 - Bid proposal form – including required financial statements
 - Bonding forms (bid, performance, and payment bonds), if applicable
 - Accord Certificate of Liability Insurance Certificate
 - Bonding and certification requirements and the place where plans and specifications are available for public review.
 - For Davis-Bacon projects, the current prevailing federal wage publication must be incorporated on the notice for all applicable procurement.
 - The current prevailing wage publication for Genesee County, must be incorporated on the notice for all applicable procurement.

- Require all bidders to submit a statement(s) of experience, integrity, reliability, capacity, facilities, equipment, and credit, proposed plans for performing the work, and equipment available.
 - Include the date, place and time fixed for opening bids.
5. **Solicitation:** Proposals must be solicited from at least three qualified sources to permit reasonable competition.
 6. **Publication:** RFP will be publicized at a minimum on GCLBA website. Additionally, RFPs will be published in a newspaper of general local circulation at least 14 days prior to bid due date. For Construction bids, those on the bidder's list will receive an email notification about the RFP (refer to Minimum Qualification Requirements).
 7. **Preparation of a Demolition and Abatement Contractor Bidder's List (Bidder's List):** GCLBA shall maintain a list of Demolition and Abatement contractors that meet the Minimum Qualification Requirements and remain eligible to respond to Invitations for Bids/Requests for Proposals. **All bids received during the bidding period will be logged** with the name of the bidder and the time and date of receipt. The sealed bids will be secured unopened in a safe place.
 8. **Demolition and Abatement Bidder Eligibility:** To remain on the Bidder's List, Demolition and Abatement Contractors are required to ensure that all bidder information, including documents, licenses and certifications on file with the GCLBA are current. Eligible Demolition and Abatement Contractors must register to receive the type of bids they are interested in (Residential Demolition and Abatement or Residential Demolition Only, Commercial Demolitions, Abatement Only, All Demolition).
 9. **Bid Opening:** Bids will be opened and read publicly at the time and place designated in the Invitations for Bids/Request for Proposals. Notes of the meeting and sign-in sheet will be created to document the project, time, and date of the bid opening, and the bidders and bid amounts in the order they were opened. A bid tabulation sheet will be completed showing the name and bid price of each bidder, and whether the bid was responsive. Bids will be open to public inspection in accordance with applicable State law.
 10. **Evaluation and Award:** All bids will be reviewed by a review team made up of at least three members. Only two of the three members may be within the chain of command of the other within the department. The review team will strive for consensus in scoring, however in the event an agreement cannot be reached, any disagreements on a particular scoring item will be resolved by the Executive Director or the CFO. This process shall be documented in the file.

All bids will be reviewed to determine if the bidder is a Responsive Bidder, as defined herein. Bidders will be evaluated on their ability to perform and other criteria specified in

the bid documents. The review team will consider the integrity, experience, performance history, and capacity of the contractor to perform within the stated time period, as well as cost, when making the decision. The bid/contract will be awarded based on the evaluation process identified in the Request for Proposals (RFP). GCLBA reserves the right to reject any or all offers, to waive any informality or irregularity in any offer, and to negotiate with the apparent successful bidder(s) in the best interest of the GCLBA. Unless otherwise indicated in the Invitation for Bids/Request for Proposals, the Genesee County Land Bank reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the GCLBA.

Any contract resulting from an RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the vendor whose proposal received the most points in accordance with criteria set forth in RFP. Regardless of notification of award, no contract shall be created until documents have been signed by both parties.

If the contract is not awarded to the most responsive bidder with the highest score, a detailed, written explanation will be prepared. The GCLBA may choose to enter into multiple contracts for the same scope of services to ensure that there is enough capacity to complete the work in a timely manner, as required by the funding sources identified.

Unsuccessful bidders will be promptly notified in writing. Once a contract has been signed, the GCLBA website where bids are posted shall be updated to reflect that the bid has been closed, the contractor to which the contract was awarded, and the dollar amount for which the contract was signed.

11. **Discussion with Responsive Bidders and Revisions to Bids:** Discussions may be conducted with responsive bidders who submit responses determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of offers may be permitted after submissions and prior to award for the purpose of obtaining Best and Final offers.
12. **Cancellation/ Rejection of Bids** The Invitation for Bids/Request for Proposals may be canceled by GCLBA at any time for any reason. Any bids received may be rejected in whole or in part when in the best interests of the GCLBA.
13. **Receipt of Bids:** It is solely the responsibility of the bidder to assure the timely receipt of its bid at the location indicated in the bid announcement. **LATE BIDS WILL NOT BE CONSIDERED.**
14. **Withdrawal of Bid:** No proposal may be withdrawn for a period of thirty (30) days after submission. Proposals offering less than thirty (30) days for acceptance by the GCLBA from the date set for opening will be considered non-responsive and will be rejected.
15. **Amendments to the bid documents:** Revisions or change in scope of work, bid clarifications and wage rate decisions will be sent to all potential bidders who obtained the original bid documents and posted on the GCLBA website.

Non-Competitive and Sole Source Purchases

Competitive procurement should be used whenever possible. Non-competitive proposals may be used only when the competitive methods are not feasible; award files must document such a determination. This method shortens the procurement process; however, there must still be written bid specifications for construction and scope of services for professional service contracts.

Non-competitive negotiation may only be used in one of the following circumstances:

1. Public urgency will not permit a delay for competitive solicitation.
2. The item desired is available from only one source.
3. After solicitation of a number of sources, competition is determined inadequate.

Should GCLB seek to utilize sole source procurement at any time, it will first seek explicit written approval from the appropriate funder and stakeholders. Sole source procurement is only to be used sparingly and as a last resort and only after receiving the written approval of the CFO and Executive Director.

SMALL PURCHASES

Small purchase method is only to be used for services and supplies, not construction contracts except in the event that such a contract is sought to remedy a situation posing imminent risk to public health. In the event that an administrator is purchasing materials that will exceed \$30,000 they must use the sealed bid process.

Under the small purchases method, GCLBA staff will send a request for quotes to potential vendors with a detailed description of the goods or services needed. In return, they receive competitive written quotations from an adequate number of qualified sources.

Process for SERVICES under \$30,000

- Purchases will be approved by the CFO.
- Each quote should include pricing information that allows the GCLBA to compare costs across bidders and ensure cost reasonableness.
- At a minimum, three written quotes shall be reviewed from qualified, reasonable firms.
- Documentation of the quotes shall be maintained in the GCLBA's files.
- The award should be made to the lowest responsive source.
- If a firm is selected on a basis other than price, the reason for the selection must be well documented and maintained by the GCLBA.

Process for SUPPLIES & MATERIALS under \$30,000

When the small purchases method is used for procuring supplies and materials, the GCLBA may purchase on the open market or may invite formal quotes or informal quotes from no less than

three vendors. A quotation form should be completed for either formal or informal price quote.

MICRO-PURCHASES

Process for SERVICES, SUPPLIES & MATERIALS under \$3,000 (micro-purchase)

- Purchases will be approved by the CFO.
- At a minimum, three quotes shall be obtained. They need not be solicited (e.g. advertisements made by a third party will be deemed an acceptable quote, though not specifically requested from the good or service provider); or
- Micro-purchases may be awarded without soliciting competitive quotations if the CFO considers the price to be reasonable. It is expected that a good faith effort will be made by GCLBA staff to obtain the lowest price for the good or service necessary.
- To the extent practicable, the GCLBA will distribute micro-purchases equitably among qualified suppliers.

STANDARD TERMS AND CONDITIONS

1. **Genesee County Land Bank (GCLBA) Request for Proposals:** All procurements are conducted in accordance with the policies and requirements included in the GCLBA Request for Proposals (refer to Competitive Bid Process). Copies of which are on file and available for inspection at the Genesee County Land Bank Authority, 452 S. Saginaw 2nd Floor, Flint, MI 48502 or on the GCLBA website at: www.thelandbank.org.
2. **Tax:** The GCLBA is a Public Body Corporate and therefore it is exempt from Federal Excise Tax and Michigan Sales Tax.
3. **Non-Discrimination:** The successful bidders(s)/Contractor(s) covenants that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State and local fair employment practices and equal opportunity laws. The Contractor agrees that it shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing work covered under a contract, and that it shall require the same assurances from subcontractors. Breach of agreement shall be regarded as a material breach under a contract.
4. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan and assigned to the GCLBA.

5. **Conflict of Interest:** Each bidder, by submitting a bid, represents that the bidder has no knowledge that any employee, representative or agent of the GCLBA who has directly or indirectly participated on behalf of the GCLBA in the contemplated procurement is acting in violation of MCL 15.322 or MCL 15.342.
6. **Inspection:** All goods are subject to inspection and testing. If goods are defective or fail to meet the bid specifications, the GCLBA shall have the right to reject the goods or to correct the defects. The contractor shall pay the GCLBA for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, GCLBA will dispose of the goods without further liability to the GCLBA. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
7. **Bidder's Representations:** Each bidder by submitting an application/ bid represents as follows:
 - a. That the applicant/ bidder has read and understood the application/ bidding documents and has applied/ bid in accordance therewith;
 - b. That the application/ bid has been submitted by a duly authorized owner, partner, or corporate officer;
 - c. That the application/ bid submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the Invitation for Bids, designed to limit independent bidding or competition.
8. **Independent Contractor:** Applicant/ bidder agrees that if awarded a contract, bidder shall be an independent contractor and not an employee of the GCLBA. The contractor shall secure at its own expense all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with the GCLBA and shall not be considered employees of the GCLBA.
9. **Evidence of Insurance:** The bidder must have Commercial General Liability with limits not less than: \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation compliant with State of Michigan Statutory requirements; Automobile Liability for owned, hired, and non-owned autos of not less than \$1,000,000 combined single limit; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions. The bidder must also have Pollution Liability insurance for projects involving the removal and disposal of waste or storage tanks. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. ***(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured.***

Insurance Checklists vary from one solicitation to another due to distinct and different Scopes of Services. Each Checklist is labeled with a corresponding RFP Number and Title and therefore must be executed separately for each RFP/IFB/RFQ.

10. **Indemnification:** The successful bidder shall defend, indemnify and hold harmless GCLBA, and its respective directors, officers, employees, agents, sureties and servants, from and against all damages, liabilities, claims, suits demands, judgments and awards (including attorney fees and other expenses) on account of any damage to property or injury (including death) to persons (including any damage or injury) to the property or person of any employee of contractor, other subcontractor, or which may occur or be alleged to have occurred in connection with the performance of the work, whether or not GCLBA is alleged to be concurrently negligent; provided, however, contractor does not assume responsibility for liability to the proportional extent it arises from the active negligence of GCLBA.
11. **Warranty:** The bidder warrants that all goods and services furnished under a contract resulting from the Invitation for Bids/Request for Proposals shall be in conformance with the bid documents and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section MLL 440.2314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the bidder.
12. **Applicable Law:** Any contract resulting from the Invitation for Bids shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices to comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
13. **Right to Inspect:** The GCLBA may, at reasonable times, inspect the place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
14. **Right to Audit:** The GCLBA may at any reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract, **or for a longer period, if required, to meet applicable grant auditing and recordkeeping requirements and regulations.** The Genesee County Land Bank shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract, **or for a longer period, if required, to meet applicable grant auditing and recordkeeping requirements and regulations.**

15. **Safety:** The GCLBA, as the owner or manager of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by bidder's employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.
16. **Labor Standards:** The GCLBA requires all contractors/bidders to follow the Genesee County Labor Standards and Genesee County Prevailing wage **rates**.
17. **Federal, State, and Local Regulations:** The GCLBA requires all contractors/bidders to comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, MDEQ, MDOT, and DCH), and any other or relevant local regulations and standards that may apply.
- Bidders shall be responsible for compliance with the following additional requirements:
- A. Bidder Certification Form Note
 - B. Bid Bond
 - C. Michigan Builders or M&A –Home Wrecking License
 - D. Michigan Accredited Asbestos Building Inspector Certification for Company
 - E. Michigan Accredited Asbestos Certification for Asbestos Supervisor
 - F. Michigan Accredited Asbestos Certification for workers
 - G. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
 - H. OSHA 8-hour refresher HAZWHOPER Re-certification
 - I. Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
 - J. Part 169, Scrap Tires, of the NREPA
 - K. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
 - L. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf
 - M. OSHA 29 CFR 1926- Construction Industry Standards
 - N. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
 - O. 29 CFR 1910.1200 – Hazard Communication
 - P. 40 CFR Part 261- EPA Regulations
 - Q. HUD Title X parts 1012-1013
 - R. Federal Labor Standards and Provisions
 - S. Equal Opportunity Clause
 - T. Section 3 Clause
 - U. HUD Contract and Subcontract Activity
 - V. Copeland Anti-kickback Act
 - W. Bidders Insurance Checklist (Attachment A)

- X. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
- Y. And other regulations referenced throughout this document and attachments

18. **Contract Documents:** The contract prepared, at a minimum, must include the following general administrative provisions:

- A. Effective date of contract.
- B. Names and addresses of GCLBA and Contractor.
- C. Names of authorized representatives of the GCLBA and contractor who will act as liaison for administration of the contract.
- D. A citation of GCLBA's authority to enter the contract.
- E. Conditions and terms under which the contract may be terminated by either party or remedies for violation or breach of contract.
- F. All required conditions of grantor and **all and any applicable local, county, state, and** federal regulations for third-party contracts.

All contracts will include the following items in the Scope of Services (refer to appropriate Scope of Work in associated Invitation for Bids/Request for Proposals for details):

- A. Detailed description of the extent and character of the work to be performed.
- B. Time for performance and completion of contract services, including project milestones, if any.
- C. Specification of materials or other services to be provided by both parties, (e.g., maps, reports, printing, etc.).
- D. Access to Records Clause.
- E. Conflict of Interest Clause.
- F. Equal Employment Opportunity (E.O. 11246) clause.
- G. Copeland "Anti-Kickback" Act clause.
- H. Davis-Bacon Act clause.
- I. Contractor Work Hours and Safety Standards Act clause.
- J. Rights to Inventions Made Under a Contract or Agreement clause.
- K. Clean Air Act clause.
- L. Byrd Anti-Lobbying Amendment clause.
- M. Debarment and Suspension clause.
- N. Drug Free Workplace Requirements clause.
- O. Contracts must incorporate **provisions for compensation**, including the basis for submission of billings and specification of the total contract amount.

Bid & Contract Files will be established and maintained. Bid & Contract files will contain the following, at a minimum:

- A. Description of contractor selection method.
- B. All bids received
- C. Losing Bids
- D. Bid tabulation
- E. Verification of contractor eligibility

- F. Contract for services
- G. Notice of Award
- H. Notice to Proceeds
- I. Change Orders
- J. Addendums
- K. Bonds
- L. Acord Certificate of Liability Insurance Certificate
- M. Licenses/Certifications
- N. Debarment
- O. Records of progress payments, including retainage.
- P. RFP/Public Notice

The GCLBA will use this information to monitor the contractor throughout the contract period and as tool for reconciliation at the end of the contract.

Minimum Qualifications of Construction Bidders

Only firms/contractors that are on the GCLBA's bidders List can respond to RFP's issued by the GCLBA for demolition and abatement services.

Bidders added to the GCLBA's bidders list shall have the capability to perform any possible future contract and the integrity and reliability to assure good faith performance. This requirement includes the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

Potential bidders must complete a Prequalification Packet for the services that they are licensed and/or certified to perform. These documents must be submitted and acceptable before GCLBA will review the Experience and Capacity proposal:

1. Evidence of Financial Stability: The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of a solicitation. All respondents shall include two years of Business tax returns and a most recent corresponding annual financial statement (balance sheet, etc.) provided by their accountant and/or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCLBA in determining the Respondent's financial condition. GCLBA is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
2. Evidence of Insurance: The bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits

not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice. The bidder must also have Pollution Liability insurance for projects involving the removal and disposal of waste or storage tanks. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. **(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured.)**

3. Current Certificate of Good Standing (Corporation) or Certificate of Existence: The bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. **(If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)**
4. Experience: Bidders must have a minimum of **three (3) years** of relevant and proven experience providing professional licensed demolition services. **References should be related to the scope of work and must be recent, with projects completed within the past 3 years.**
5. Bid, Performance and Payment Bond: Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and **a Performance Bond and Payment Bond**, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. **Bond requirement shall be increased consistent with any contract amount increase.**
6. Conflict of Interest Statement & Supporting Documentation: The Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
7. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):
 - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
 - B. Have not within a three-year period preceding **an awarded** contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

- falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
 - D. Have not within a three-year period preceding **an awarded** contract had one or more public transactions (federal, State, or local) terminated for cause or default.
 - E. Will comply with all applicable requirements of all other local, State or federal laws, executive orders, regulations, and policies governing this program.
8. Capacity: The bidder must have the capacity to complete number projects that is required by the GCLBA *on a weekly basis*.
- A. Demolition: Complete ten (10) or more demolition and disposal projects per week.
 - B. Asbestos and Hazardous Material Abatement: Complete ten (10) or more environmental mitigation and disposal projects per week.
 - C. Complete contracting services in the timeline desired in the bid requested.
9. Appropriate Licensing:
- A. The bidder must be licensed by the State of Michigan, as a Residential Builders and/or Maintenance & Alterations Contractor with a House Wrecking trade designation. **(The person/company that is issued the License by the State of Michigan must be an entity that applies in order to be added to the prequalified list.)**
 - B. Demolition: Michigan Builders or M&A –Home Wrecking License
 - C. Abatement: The bidder must be an Asbestos Abatement Contractor licensed/certified by the State of Michigan in the name of principal. **(The person/company that is issued the License and/or Certificate by the State of Michigan must be an entity that applies to be added to the prequalified list.)**
 - D. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification.
 - E. Tire Hauler License
 - F. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

If a bidder does not convince the GCLBA that it possesses the above minimum qualifications with the bid (response), the GCLBA shall deem the bidder not qualified and the bidder will not be added to the prequalification list.

SECTION 3

The Genesee County Land Bank (GCLB) will make a reasonable effort to award contracts from state and federal grants to Section 3 Businesses or Residents even if Section 3 is not required by grantor. GCLB will utilize guidance as provided by the United States Department of Housing and Urban Development (HUD) to assist the GCLB in determining if contractors/respondents are identifying, soliciting and meeting Section 3 Business requirements.

Approval and Amendment History

Approved 6/30/2017

Amended with Board Approval 4/12/2023

Amended with Board Approval 12/13/2023