ADDENDUM #2
Genesee County Land Bank Authority
Blight Elimination Program

Request for Proposals- Demolition and Disposal of Residential Structures in the City of Flint & Genesee County

#LB 15-008
May 15, 2015

The following information is to be incorporated into the bidding and contract documents for the above referenced project.


2. Revised Bid Tab/Attachment D: added hazardous materials and asbestos abatement bids to projects on Bid List #3.

In order to prepare a responsive quote for the abatement of these structures, bidders should request permission from the Genesee County Land Bank to view the environmental surveys on Box.com in addition to site visits. Requests can be submitted via email to ffinolm@thelandbank.org.

Each bidder must acknowledge receipt of this addendum on RFP SUBMITTAL REQUIREMENTS CHECKLIST.

**END OF ADDENDUM**

Prepared by:
Genesee County Land Bank
452 S. Saginaw St., Second Floor
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PROFESSIONAL SERVICE REQUIREMENTS

Scope of Work for Bid List #3 – Abatement, Demolition & Disposal

GCLBA seeks sealed proposals from qualified respondents to provide the scope of services described below on residential structures located in targeted neighborhoods in the City of Flint. See Appendix 3 – Boundaries and Maps. Nearly all of the targeted neighborhoods contain abandoned and derelict residential/commercial structures. Applicants can respond to the proposal/ scope of services described below (See Appendix 1 for full scope of work):

Summary Scope of Work: The services required consist of Demolition and Abatement of Asbestos & Hazardous Materials activities that include residential buildings as directed by the GCLBA.

Below are summaries of two separate scopes of work for this Request for Proposals for Scope of Work for Bid List #3. The summaries below are a summary of Addendum Attachment #1 - Scope of Work for Bid List #3, unless otherwise stated in this RFP for this project or in contract.

Abatement and disposal of environmentally hazardous materials from Residential Structures

During the contract period through, July 24, 2015, GCLBA anticipates the abatement and disposal of environmentally hazardous materials from residential structures prior to demolition of the structure(s) with all work being completed prior to July 17, 2015.

The purpose of the abatement and disposal is to properly remove environmental hazardous materials/waste concerns associated with the building, or within close proximity to the building, that may require removal and disposal, or other consideration, before a structure is renovated, demolished or deconstructed. (The complete scope of work is available in Appendix 1 and on the Land Banks website: www.thelandbank.org.

1.0 PROJECT/SITE CONDITIONS
A. General Requirements

The work covered by this section includes the mitigation of potentially environmentally hazardous material located on selected tax-reverted residential/commercial properties owned or managed by the Genesee County Land Bank. The purpose of the mitigation is to properly dispose of environmental concerns associated with the residential/commercial properties.
B. Responsibility

It shall be the responsibility of the Contractor to review the attached specifications; the conditions, and the relative difficulty thereof, which are present and that may affect results of the environmental mitigation measures. In order to prepare a responsive quote for the abatement of these structures, bidders should request permission from the Genesee County Land Bank to view the environmental surveys on Box.com in addition to site visits. Requests can be submitted via email to ffinolm@thelandbank.org. Change Orders will not be approved for this project. When submitting pricing proposals Respondents must ensure prices quoted allow for the removal of additional materials without a change order as no changes will be accepting barring discovery of material whose removal requires substantial work.

C. Knowledgeable Person

It shall be the Contractor’s responsibility to assure that the mitigation 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 and visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).

2.0 DESCRIPTION OF WORK

The Work covered by this section includes the mitigation and disposal of environmentally hazardous material/wastes located on residential/commercial properties scheduled for demolition in Genesee County, Michigan.

A. Hazardous Materials/Waste Disposal
1. Each residential/commercial building that has been identified may contain but is not limited to the presence of hazardous materials/waste including listed below:
   - Paint
   - Pesticides/Herbicides
   - Fluorescent Light Bulbs
   - Fluorescent Light Fixture Ballasts
   - Mercury Switches
   - Fuels/Solvents
   - Underground Storage Tanks

These materials shall be properly removed from the structures, packed, and disposed of by current regulations.

2. The pre-demolition inspection provided by the GCLBA will document the presence of each material/waste identified, the location and quantity of each material/waste.

3. Photographs will be provided for each property identifying hazardous materials/wastes.

3.0 PRE-WORK SUBMITTALS

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

A. Work Plan
   1. Schedule and sequence of work.
   2. Sampling and analysis protocols.
   3. Quality Control
   4. Submittals
   5. Health and Safety Plan
   6. Health and Safety personnel and assignments
   7. Site Specific Health and Safety procedures

B. 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 Demolition Program Manager prior to the start of any site work.
4.0 **HAZARDOUS WASTE DISPOSAL**

Lab Pack and properly dispose of hazardous waste identified during the environmental inspections. Include laboratory analysis for characterization if necessary. (55 gallon drums properly labeled shall be used for packing material)

5.0 **TECHNICAL** (See Appendix 1: #5 Scope of Work for Asbestos Abatement)

A. **Description**

   Environmentally Hazardous Material Removal and Disposal

   1. It shall be the responsibility of contractor to remove and dispose of material identified in pre-demolition of structures as being environmentally hazardous.

B. **Summary**

   This Section includes the following:

   1. Removal and disposal of potentially environmentally hazardous material.

C. **Hazardous Conditions**

   1. Structures identified in future bid documents will have been found to contain potentially environmentally hazardous material as provided by the pre-demolition inspector. The contractor will be required to remove and dispose of such material as directed by owner/owners representative.

   2. The pre-demolition inspection 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, aerosol cans, 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 and disposed of properly prior to any site demolition work.

   3. Contractor shall supply Owner a copy of landfill and disposal receipts.

D. **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 One Stop Submittal website and upload pictures certifying the completion of mitigation of hazardous materials. (See Attachment E)

3. **Contractor shall take photos documenting the removal of environmentally hazardous materials and upload to BOX.COM per the GCLBA agreement with the Michigan Department of Environmental Quality Asbestos Department (NESHAP).**

**6.0 USE OF WATER**

**A.** Water must be on site, either through a water truck provided by a contractor to water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

1. The City of Flint is no longer providing Hydrant Meter “Rental” Agreements for the use of City water. Any contractor that is illegally using the City of Flint water/fire hydrants will be debarred by the Genesee County Land Bank.

2. **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.

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

**Demolition and Disposal of Residential Structures**

During the contract period through, July 24, 2015, GCLBA anticipates the demolition and disposal of structures across the respective areas until the available funds are exhausted. **Contractors must provide updated work schedules to the GCLBA.** All demolition work must be completed by Friday, July 17, 2015 and paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, July 24, 2015. Due to time constraints of the blight elimination program GCLBA does not anticipate allowing for any contract extensions.

The purpose of this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in the City of Flint and in Genesee County. (The complete scope of work is available in Addendum Attachment 1 and on the Land Banks website: www.thelandbank.org)
1. DESCRIPTION

A. This project consists of building and site demolition and disposal of buildings and basement/foundation including backfill of the excavation, secure all necessary permits (demolition, water/sewer cut outside the City of Flint, soil erosion and any others required by the local unit of government) and disconnect water and sewer utilities or cap wells and abandonment of septic per Genesee County Health Department requirements.

   i. The GCLBA is disconnecting the utilities (gas & electric for all properties and water and sewer in the City of Flint only) unless otherwise identified by GCLBA for the properties included in this RFP.

   ii. Contractor will be responsible to disconnect water and sewer and/or capping wells and removing septic tanks for properties located outside the City of Flint.

B. Contractor is responsible for the removal and disposal of all Asbestos and Hazardous Materials for the structures identified in this bid (Unless deemed as an Ordered/Emergency demolition – See Section c). Non-friable Category I asbestos containing material must be removed when possible. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.

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

   ii. Contractor must follow all state and federal laws and requirements for the removal of all asbestos containing materials (ACMs) – friable and non-friable.

C. Ordered Demolitions - **Contractor must submit a 10-day NESHAP notification for ALL Ordered Demolitions. NO EXCEPTIONS!** (commonly referred to as emergency demolitions):

   i. An Asbestos NESHAP trained person (Asbestos Supervisor – 40 hour training) must be on site during the demolition

   ii. 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)

   iii. **ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK ON SITE.**
iv. Wetted debris may be disposed of in bulk and in lined and covered dumpsters. Signs must be posted during handling and loading of debris.

v. All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years.

D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions):

i. Contractor/Company must have 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 on site at all times.

E. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith. Detailed Scope of Work can be found in Appendix 1 or on the Genesee County Land Bank website unless otherwise stated in RFP or contract. (http://www.thelandbank.org/democontract.asp)

F. Without force and effect on requirements of the Scope of Work, a description of the work of the Contract can be summarized as follows:

i. Site and Building Demolition

   1. Locate property corners and lot lines to accurately set limits of demolition.

   2. Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and dead trees, bituminous and/or concrete paving and miscellaneous debris on the site.

ii. Protection of Trees

   1. 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’s site manager. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project.

2. **Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.**

3. **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.

4. Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk.

iv. Site Restoration

1. Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Part 2 – Products of Appendix 1.

2. **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.** It is Contractors responsibility to review changes to scope of work that applies to change in seeding.

3. Contractor must use a one (1") inch or less screen to screen top soil.

4. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.

5. **Note- Seeding and Watering Report as well as seed tags required for payment. (See Detailed Scope of Work)**
v. Except for items indicated to remain on the GCLBA’s property, demolished materials shall become the Contractor’s property and shall be removed from the site and disposed of legally.

G. Submittals

i. Accurate and detail landfill receipts/waste manifests for abatement & demolition disposal including the property address, parcel number and quantity must be submitted to the Land Bank within ten (10) days with invoice at the completion of project.

ii. All documentation must be submitted for each property/project individually, including the property address and parcel number.

iii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.

1. Request for Payment Packet must include:

   a. Request for Final Payment
   b. Sworn Statement – Must include all payees and subcontractors
   c. Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
   d. Invoice on Contractor’s Letterhead
   e. Before and After Photographs of the site (labeled)
      i. Demolition(front, back left side, right side)
      ii. Abatement – Documenting the removal of environmentally hazardous materials; uploaded to BOX.COM
   f. Before and after photos of sidewalks (Demolition)
   g. City or Township Winter-grade or Final inspection receipt as stated in this RFP and/or contract
   h. If sub-contracting, you must provide proof that the subcontractor is in compliance with the Michigan Workers’ Disability Compensation Act requirements and appropriately licensed.
   i. Demolition Permit (Must be on site at start of demolition)
   j. Detailed Abatement & Demolition Waste Manifest-Indicate Type II or Type III landfill
   k. Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for backfill
and top soil) also provided prior to bring backfill and top soil on site.

l. Seed label from seed mix used on projects

m. **Seeding and Watering Report**

n. 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.

o. Certified Payroll

2. **WORK SCHEDULE**

   A. 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 sewer, etc.) has been completed prior to start of demolition.

   B. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work. **IF CONTRACTOR DOES NOT PROVIDE A WORK SCHEDULE AND UPDATED SCHEDULES A STOP WORK ORDER WILL BE ISSUED.** An updated work schedule provided to GCLBA is a requirement of contract award.

   C. Contractor shall notify the GCLBA's representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.

   D. 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. GCLBA must be listed as an additional insured.

   E. Completion dates are provided in the contract documents.
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 if properly barricaded, and the access is limited to the driveway unless otherwise designated by the site manager.

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 Contractors expense. No sedimentation on the road will be allowed.

C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.

D. **Any asphalt, dead or fallen trees, trash, debris and/or brush must be removed from entire site, not just disturbed areas.**

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).

5. USE OF WATER

A. **Water truck 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. Comply with governing environmental protection regulations.
B. The City of Flint is no longer providing Hydrant Meter “Rental” Agreements for the use of City water. Any contractor that is illegally using the City of Flint water/fire hydrants will be debarred by the Genesee County Land Bank.

C. **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.

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

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.
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(s) 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.

8. RE-INSPECTION FEE.

A. If the Contractor’s work fails the GCLBA’s inspection, the GCLBA will charge Contractor a $75 per re-inspection fee.
ADDENDUM #2: ATTACHMENT 1 – SCOPE OF WORK FOR BID LIST #3

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APPENDIX 1: 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. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless identified in Request for Proposal (RFP) or deemed as an Ordered/Emergency demolition –See Section c). Contractor is responsible for removing non-friable Category I asbestos containing materials unless identified as have been previously removed. ACM ROOFING MATERIALS AND DRYWALL JOINT COMPOUND WITH <1% ACM COMPOSITE NOT ABATED FROM THIS LIST. WHERE APPLICABLE, ENSURE DEMOLITION ACTIVITIES ADHERE TO MIOSHA REGULATIONS. 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.

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

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

C. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions):

i. An Asbestos NESHAP trained person must be on site during the demolition

ii. ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK ON SITE.

iii. 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)

iv. Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris

v. All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years.

D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions):

i. Asbestos Abatement License and training is required 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.
E. 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.

F. 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.

G. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.

H. A description of the scope of work can be summarized as follows:

1. Site and Building Demolition
   a. Locate property corners and lot lines to accurately set limits of demolition
   b. Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and deed and/or falling trees, asphalt, bituminous and/or concrete paving, and miscellaneous debris on the site

2. Protection of Trees
   a. 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.**

3. Concrete Sidewalks/Drive Approach
   a. Access to the property for demolition work shall be limited to the driveway unless otherwise designated by the GCLBA’s site manager. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project.
   b. Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
   c. 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.
   d. 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.

4. Site Restoration
   a. Site restoration includes fill and compaction of all disturbed areas, seeding and mulch as specified in Section 200, Part 2 – Products and Part 3 - Execution.
(b) **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**

(5) Except for items indicated to remain the GCLBA/OWNER’S property, demolished materials shall be become the Contractor’s property and shall be removed from the site and disposed of legally.

I. **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) Request for Final Payment

      (b) Sworn Statement

      (c) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement

      (d) Invoice on Contractor’s Letterhead

      (e) Before and After Photographs of the site (labeled)

         (i) Demolition (front, back left side, right side)

         (ii) Abatement – Documenting the removal of environmentally hazardous materials; uploaded to BOX.COM

      (f) Before and after photos of sidewalks (Demolition)

      (g) City or Township Winter-grade or Final inspection receipt as stated in contract and/or RFP

      (h) 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.

      (i) Demolition Permit (Must be on site at start of demolition)

      (j) Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for backfill and top soil) also provided prior to bring backfill and top soil on site.

      (k) 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.

(l) Seeding and Watering Report

(m) Seed tags identifying correct seed used per specification Section 200, Part 2 - Products

(n) Certified Payroll

1.2 WORK SCHEDULE

A. 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.

B. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.

C. 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.

D. 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.

E. 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 if properly barricaded, and the access is as designated by the site manager.

B. Used of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.

   (1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.

   (2) Drive approaches located between the sidewalk and curb must be left as is.

   (3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
D. Any asphalt, fallen trees, trash, debris and/or brush must be removed from site.

1.4 ADJUSTMENTS TO BID

A. In the event a structure or structures itemized

B. 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).

1.5 USE OF CITY OF FLINT WATER

A. **Water truck 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. Comply with governing environmental protection regulations.

B. The City of Flint is no longer providing Hydrant Meter “Rental” Agreements for the use of City water. Any contractor that is illegally using the City of Flint water/fire hydrants will be debarred by the Genesee County Land Bank.

C. **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.

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

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 ___ year(s) 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 the GCLBA’s inspection, the GCLBA will charge Contractor a $75 per re-inspection fee.

END OF SECTION 100

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 Related Documents

A. Drawings, reports, and general provisions of the contract, including General Conditions and other Division I specifications sects apply to this section.

1.2 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.

1.3 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:
      (1) 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:
      (1) The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.

      (2) If eroded material is allowed to enter a storm sewer system it shall be the Contractors 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.

      (3) 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:
      (1) Restoration is limited to backfill and compaction of disturbed areas. Final grading, seed and mulch shall be performed by the Contractor.

END OF SECTION 200

SECTION 300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Excavating, filling, and grading for this work includes, but is not necessarily limited to:
      (1) Filling and backfilling to attain indicated grades

1.2 PROJECT CONDITIONS
A. Dust Control

(1) 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.

(2) All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.

B. Protection

(1) The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.

(2) In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the GCLBA Site Manager/Demolition Program Manager and at no additional costs to the GCLBA.

ii. Safety

(1) The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.

iii. Permits

(1) SEE SECTION 200.1.2.A

1.3 REFERENCES


B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444~~,00.html; copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

Part 2 - PRODUCTS

2.1 FILL MATERIAL

A. Content of fill material up to 18 inches from the surface. All fill material except MDOT Class II Granular Material (excluding blue clay), shall be subject to the approval of the Authority/Authority’s Representative.

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 GCLBA Representative in advance of the intention to import material, its location and the GCLBA’s name, address and telephone number.

D. Contractor must provide Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for backfill and top soil) also provided prior to bringing backfill and top soil on site.

Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as backfill or fill is uncontaminated.

The following tests shall be performed for each separate borrow source of backfill material, to verify that it is free of contamination if certification is not provided:

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

E. Any fill material obtained from off-site sources shall be free from contamination. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants prior to bringing on site.

F. Fill materials shall be free of rocks or lumps larger than two (2) inches in greatest dimension.

G. Pulverized building materials or debris shall not be used as fill material.

H. Fill from off-site shall be from a commercial source or approved by the GCLBA’s representative.

I. Top Soil
   a. 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.)
   b. Contractor must use a one (1") inch or less screen to screen top soil.
   c. Pulverized building materials or debris shall not be used as fill material.
   d. Topsoil shall be sourced from a clean borrow source or supplier.
   e. Topsoil consisting of Friable Sandy Loam that can be pulverized under normal hand pressure may also be acceptable.
   f. Topsoil consisting of Sandy Clay Loams with the lowest possible clay proportion may also be acceptable.
   g. Conforming to ASTM D2487 Group Symbol SM.
   h. Free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other man- made items).
   i. Screening: Single screened.
   j. Acidity range (pH) of 5.5 to 7.5.
   k. Containing minimum of 4 percent and maximum of 25 percent organic matter.
   l. Contractor must provide Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for top soil) also provided prior to bringing top soil on site.
i. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as topsoil is uncontaminated.

m. **Top soil shall not be overly compacted.**

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. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.

B. 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

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.

(1) Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
3.7 BACKFILL
A. Backfill excavations promptly, but not before completing the following:
   (1) Receipt of approval to proceed from local municipality building inspector.
   (2) Acceptance of removals below finish grade.
   (3) Removal of trash and debris from excavation.
   (4) 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.
   (1) 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.

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

3.10 COMPACATION
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.

3.11 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.
   
   (1) Provide a smooth transition between existing adjacent grades and new grades.
   
   (2) Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water to the back of the lot, in order to prevent water and debris from more easily entering storm drains. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

3.12 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 topsoil. *(See Part 2 – Products – H Top Soil 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 to: ikacharos@thelandbank.org. 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.

3.13 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.
   
   (1) 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 Project correction period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
(1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.14 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.

3.15 PAYMENT

A. The work of excavating, filling, and grading shall be included in the lump sum project costs. The work of grading shall include all labor, materials and equipment necessary for filling and compaction the subgrade prior to placing any improved surface. 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 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Condition and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. This Section includes the following:

(1) Demolition and removal of building, basements, and foundations.

(2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4” in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.

B. Related Sections: The following contain requirements that relate to this Section.

(1) Division 1 Section “Soil Erosion-Sedimentation Control”.

(2) Division 2 Section “Excavating, Filling and Grading” for soil materials, excavating, backfilling, and site grading.

1.3 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.

1.4 MATERIALS OWNERSHIP
A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the GCLBA’s property, demolished materials shall be become the Contractor’s property and shall be removed from the site with further disposition at the Contractor’s option.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, 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. Seeding and Watering Report**

**H. Seed tags from Dutch white clover seed**

1.6 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.

1.7 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
   (1) 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

3.1 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. Perform surveys as the Work progress to detect hazards resulting from demolition activities.

3.2 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. 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.

D. Conduct demolition operations to prevent inquiry 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.
   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.

3.3 EXPLOSIVES

A. Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS

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.

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
   i. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

D. 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.

3.5 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:

   (1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

   (2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

   (3) Small buildings may be removed intact when permitted by the GCLBA’S representative and approved by authorities having jurisdiction.

   (4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.

   (5) Remove air-conditioning equipment without releasing refrigerants.
(6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

   Basement Excavation

   (1) Below grade structures foundation/basement floor shall be totally removed.

C. 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.

D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

E. 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 his expense.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials of GCLBA’s property and legally dispose of them.

D. Contractor shall supply GCLBA with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must by supplied to the GCLBA in a timely manner to insure payment will be paid in a timely manner.

3.7 MEASUREMENT & PAYMENT

A. The work of Building Demolition shall not be paid for separately but shall be included in the lump sum of project costs.

END OF SECTION 300
ATTACHMENT B – Scope of Work for Residential/Commercial Environmental Abatement & Disposal:

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SECTION 1 – SUMMARY OF WORK

RESIDENTIAL/COMMERCIAL ENVIRONMENTAL ABATEMENT AND DISPOSAL

1.0  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. Change Orders will not be approved for this project. When submitting pricing proposals Respondents must ensure prices quoted allow for the removal of additional materials without a change order as no changes will be accepting barring discovery of material whose removal requires substantial work.

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.

2.0  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) Contractors will be authorized by the GCLBA to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures.

2) 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:
   - Asbestos Containing Building Materials
   - Paint (Latex/Oil Base)
   - Pesticides/Herbicides
   - Fluorescent Light Bulbs
   - Fluorescent Light Fixture Ballasts
   - Mercury Switches
   - Fuels/Solvents/Oils
   - Underground Storage Tanks
   - Aboveground Storage Tanks
   - Refrigerators/Air Conditioners/Freezers
   - Chemicals

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

3) A site specific Pre-Demolition Inspection/Hazardous Materials Survey will be prepared by others for each structure.

4) The Pre-Demolition Inspection/Hazardous Materials Survey will document the presence of each material/waste identified, the location and quantity of each material/waste. All materials identified during inspections have been clearly marked with fluorescent spray paint and where possible, moved to a central location that is also marked by spray paint.

5) A copy of the Hazardous Materials Survey and summary of identified materials will be supplied at the time Contractor is authorized to proceed with the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. The survey will list the type of each material/waste identified, the location within the property, and the quantity of each material.

6) Following authorized to proceed and receipt of the Pre-Demolition Inspection/Hazardous Materials Survey, Contractor is encouraged to inspect the site of the proposed work. 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 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) Contractor shall remove all asbestos, hazardous materials, and other materials banned from landfill disposal, regardless of the estimated quantities provided in the Hazardous Materials Survey Report.

8) 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
9) Contractor shall also establish and obtain prior written authorization for abatement and disposal of asbestos and hazardous materials not included in Unit Rate Schedule. Prior written authorization is required for payment of items not included in unit rate schedule.

10) For those sites listed on the inspection summary which contain “unknown” materials, the Contractor is required to perform characterization test(s) and properly dispose of the material in accordance with Unit Rate Schedule.

11) 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.

12) Contractor shall submit invoices on a per unit basis. Invoices formats shall be pre-approved by the GCLBA with required supporting documentation.

3.0 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. 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.

C. 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.

D. If it is necessary for the Contractor to store the materials/wastes overnight to facilitate lab packing, the materials can only be stored at a licensed transfer, storage or disposal facility.

E. The shipping papers will be carried at all times by the transporter when moving the materials/wastes on public roadways.

F. The Contractor will conform to all necessary vehicles placarding when transporting materials.

G. 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. The records must indicate the property address, type and quantity of materials/waste removed. MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY HAZARDOUS WASTE, LIQUID IN DUSTRIAL WASTE, AND PCB MANIFEST REQUIREMENTS (rev October 22, 2007)

4.0 TECHNICAL

A. DESCRIPTION

Environmentally Hazardous Material Removal and Disposal

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 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 copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
- A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
- A copy of the scrap metal receipt for AST/USTs and other metals.

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 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.

      i. All documentation must be submitted for each property/project individually.
      ii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.

      (1) Request for Payment Packet must include:

         (a) Request for Final Payment
         (b) Sworn Statement – Must list all subcontractors
         (c) Waivers of Lien from yourself, as well Unconditional Waiver of Lien from all subcontractors listed on Sworn Statement
         (d) Invoice on Contractor’s Letterhead
         (e) Before and After Photographs of the site (labeled)
         (f) 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.
         (g) NESHAP
         (h) Air Sampling Results (for RACM)
         (i) Field Report/Daily Log/ Inventory Sheet with supporting paperwork:

            • A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
• A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
• A copy of the scrap metal receipt for AST/USTs and other metals.

(j) Certified Payroll

D. HAZARDOUS CONDITIONS:

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

2. The pre-demolition inspection 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, aerosol cans, 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 hazardous 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.

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 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.

SECTION 2- ASBESTOS ABATEMENT & DISPOSAL SCOPE OF WORK

PART 1 General

1.01 SECTION INCLUDES
A. 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.

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)

B. Code of Federal Regulations (CFR)
   5. CFR 40 Part 763 Asbestos.

C. National Fire Protection Association (NFPA)

D. National Institute of Occupational Safety and Health (NIOSH)
   1. NIOSH –01 Manual of analytical Methods

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)

1.03 MEASUREMENT
A. Removal and Disposal of ACM

The removal and disposal of ACM will be a unit rate pay item. Estimated quantities of ACM will
be provided in the Pre-Demolition Inspection/Hazardous Materials Survey.

1.04 PAYMENT
A. Removal and Disposal of ACM

All acceptably completed work as required under this Section for the removal and disposal of ACM found
on site will be paid as a unit rate as bid and authorized.

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 a work plan that includes the procedures proposed for the accomplishment of all specified activities. The procedures shall 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. Refer to Section 00100 for other HASP requirements.

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 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.

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Test Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flame Spread – 25, Smoke Emission – 50</td>
<td>ASTM E 84</td>
</tr>
<tr>
<td>Combustion Toxicity</td>
<td>University of Pittsburg Protocol</td>
</tr>
<tr>
<td>Zero Mortality</td>
<td>University of Pittsburg Protocol</td>
</tr>
<tr>
<td>Life Expectancy – 20 years</td>
<td>ASTM C 732 (Accelerated Aging Test)</td>
</tr>
<tr>
<td>Permeability – Minimum 0.4 perms</td>
<td>ASTM E 96</td>
</tr>
</tbody>
</table>

B. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Test Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohesion/Adhesion Test – 50 pounds of force/foot</td>
<td>ASTM E 736</td>
</tr>
<tr>
<td>Fire Resistant</td>
<td>ASTM E 119</td>
</tr>
<tr>
<td>Impact Resistance – Minimum 43 in/lb</td>
<td>ASTM D 2794 (Gardner Impact Test)</td>
</tr>
<tr>
<td>Flexibility – no rupture or cracking</td>
<td>ASTM D 522 (Mandrel Bend Test)</td>
</tr>
</tbody>
</table>

C. Additional Requirements and Corresponding Test Standards for Penetrating Encapsulant

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Test Standard</th>
</tr>
</thead>
<tbody>
<tr>
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<td>ASTM D 2794 (Gardner Impact Test)</td>
</tr>
<tr>
<td>Flexibility – no rupture or cracking</td>
<td>ASTM D 522 (Mandrel Bend Test)</td>
</tr>
</tbody>
</table>

D. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Test Standard</th>
</tr>
</thead>
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</tr>
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<td>Flexibility – no rupture or cracking</td>
<td>ASTM D 522 (Mandrel Bend Test)</td>
</tr>
</tbody>
</table>

E. Additional Requirement and Corresponding Test Standards for Lock-Down Encapsulant

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Test Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Resistant</td>
<td>ASTM E 119</td>
</tr>
<tr>
<td>Bond Strength</td>
<td>ASTM E 736</td>
</tr>
</tbody>
</table>

PART 3 EXECUTION

3.01 GENERAL
Remove and dispose asbestos-containing material to a licensed recycle facility. 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 from removal operations. Coordinate any additional sampling that may be necessary with
GCLBA.

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 asbestos regulated work area.

B. Controls
Areas where asbestos abatement activities are conducted should be adequately secured as specified herein.

Perform work in accordance with the requirements and specifications and take direction only from the GCLBA for this contract. Any other party that proposes to give direction to the contractor shall be immediately referred to the GCLBA.

C. Routine Cleaning
1. Package all loose asbestos-containing materials and debris and remove from the work area to the load-out area.
2. Vacuum work areas with HEPA vacuum or other high volume HEPA-filtered transfer equipment.
3. Inspect and maintain polyethylene and PVC in work and high traffic areas.
4. If air sample results exceed prescribed level, wipe clean containment and decontamination areas.

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 Contract 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, re-clean, re-sample, and re-analyze until final clean-up requirements are met. Costs associated with additional samples, cleaning, and inspections will be paid by the Contractor.

D. **AdditionalBulk 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. APR Rp 2003, Protection Against Ignitions Arising out of Static, Lightning and Stray Currents.
2. API Publ 2015, Safe Entry and Cleaning Petroleum Storage Tanks.
4. API Publ 2219, Safe Operation of Vacuum Trucks in Petroleum Service.
B. Code of Federal Regulations (CFR)
C. National Fire Protection Association (NFPA)
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)

1.03 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 in 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
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) present 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 GCLBA 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.

ENDOF 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.

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.

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 below includes the regulations that are most frequently encountered.

<table>
<thead>
<tr>
<th>Topic</th>
<th>Agency and Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small quantity hazardous waste management, including hazardous waste stored in tanks</td>
<td>Waste and Hazardous Materials Div., MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Liquid industrial waste disposal (hazardous and non-hazardous)</td>
<td>Certified County Health Department</td>
</tr>
<tr>
<td>Disposal of hazardous waste into municipal sanitary sewers</td>
<td>Waste and Hazardous Materials Div., MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Discharges to surface water such as through a drain pipe or wastewater discharge</td>
<td>Contact the superintendent of your wastewater treatment plant for permission</td>
</tr>
<tr>
<td>Discharges to groundwater, including septic systems</td>
<td>Water Division, MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Pollution Incident Prevention Plans (PIPP)</td>
<td>Waste and Hazardous Materials Div., MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Hazard Communication (for chemicals in the workplace)</td>
<td>Michigan Department of Consumer and Industry Services (517) 373-1820</td>
</tr>
<tr>
<td>Burning of waste oil and other discharges to the air</td>
<td>Air Quality Div., MDNRE (517) 373-7023 in Lansing, or District Office</td>
</tr>
<tr>
<td>Registration of underground fuel storage tanks</td>
<td>Waste and Hazardous Materials Div., MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Installation, Inventory, testing &amp; other requirements for above ground and underground storage tanks (for flammable and combustible)</td>
<td>Waste and Hazardous Materials Div., MDNRE (517) 335-2690 in Lansing, or District Office</td>
</tr>
<tr>
<td>Local fire prevention regulations and codes (including chemical storage requirements)</td>
<td>Local fire chief or fire marshal</td>
</tr>
<tr>
<td>Building and outdoor storage</td>
<td>Local government building or zoning official requirements (including setbacks)</td>
</tr>
</tbody>
</table>
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
Company Name: 

BID TENDER SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>LB 15-008: BID LIST #1</th>
<th>LB 15-008: BID LIST #2</th>
<th>LB 15-008: BID LIST #3</th>
</tr>
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<tbody>
<tr>
<td>BID AMOUNT</td>
<td>$</td>
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Statement of Experience

Years of Company Experience: ___________________________

Years of Individual Experience: ___________________________

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

The qualification of assigned project staff and subcontracts, including:

- Relevant professional and educational experience (Provide documentation on attached sheet)
- Identification of specific staff individuals with experience managing demolition projects:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Provide three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP.

__________________________________________

__________________________________________

__________________________________________

**Demonstration of Capacity**

**Number of demolition projects completed in a week period:** ☐ 10 ☐ 15 ☐ 20
☐ Other __________

Number of employees: _______________________

List of equipment (can attach list if need): ____________________________________________

__________________________________________

__________________________________________

**Subcontractor**

Will you be using a sub-contractor? ____________

Sub-contractor Authorized Representative: ________________________________

Sub-Contractor Years of Experience: ________________________________

Sub-Contractors License or Certification: ________________________________

______________________________

Sub-Contractor’s Number of employees: ____________

List of equipment (can attach list if need): ________________________________

__________________________________________

__________________________________________
Identification of landfills and disposal sites who will participate in the project:

________________________________________
________________________________________
________________________________________

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have read the Scope of Work included in this bid.

Signed this ________________ day of ____________________, __________

____________________________________________________________________
(Name of Contractor/ Authorized Representative)

____________________________________________________________________
(Signature of Contractor /Authorized Representative)

____________________________________________________________________
(Contractor Address)

____________________________________________________________________
(Phone) ____________________________ (Email) __________________________
TO: Genesee County Land Bank Authority (hereinafter called “GCLBA”)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the demolition and disposal of Residential Structures having examined Bid #LB: 15-008 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 15-008, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

Successful bidder agrees to provide performance and payment bonds written by surety acceptable to GCLBA; made in favor of GCLBA as obligee. The Bidder recognizes that the GCLBA may award the bid packages separately and not as a total contract.

**Adjustments to bid** - 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).

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.
UNIT PRICE FOR DEMOLITION WORK

Removal and disposal of structures including foundation, basement walls, floors and footings, removal of approach/replacement of curbs, and installation of sidewalk as specified in the contract.

NOTE: CIVIC PARK HISTORIC DISTRICT DEMOLITIONS HAVE ADDITIONAL FEDERAL REQUIREMENTS. ENSURE YOU HAVE THE CORRECT PROPERTY BEFORE BEGINNING DEMOLITION.

Civic Park Historic District is designated on the National Register of Historic Places. The GCLBA received approval to demolish only the 224 properties in this area that were deemed vacant and that had lost their historic integrity. Demolishing the wrong property in Civic Park Historic District could result in the GCLBA’s demolition program being out of compliance with severe penalties from the State of Michigan. Fines and penalties for demolishing the wrong properties will be passed on to the contractor. The contractor is responsible for verification that the correct property is being demolished. The properties demolished in Civic Park Historic District may not be the most blighted structures so the contractor is warned to be extremely cautious about ensuring the right properties are being demolished. Photographs of properties taken during the inspection phase may not match the current property condition and address numbers may not be visible on the property. Proceed with caution.
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*DEMO AS ASBESTOS CONTAINING

**TOTAL**
** IN ORDER TO PREPARE A RESPONSIVE QUOTE FOR THE ABATEMENT OF THESE STRUCTURES, BIDDERS SHOULD REQUEST PERMISSION FROM THE GENESEE COUNTY LAND BANK TO VIEW THE ENVIRONMENTAL SURVEYS ON BOX.COM IN ADDITION TO SITE VISITS. REQUESTS CAN BE SUBMITTED VIA EMAIL TO FFINOLM@THELANDBANK.ORG.
Bidder Name: ______________________________________________________

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Wednesday, June 12, 2015 contingent on the cut and plug of utilities – water & sewer, gas and electric; and to fully complete on or before Friday, July 17, 2015. **All final grade work must be completed and final paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, July 24, 2015.**

Bidder understands that the GCLBA reserves right to reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

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 Land Bank, or environmental hazards are found, at any time prior to actual demolition, the GCLBA reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structure(s) from the award and reduce the price by the Contractor’s bid for that structure(s).

Upon notice of acceptance of this Bid/Tender, bidder will execute Contract Agreement and deliver properly executed insurance certificates, Performance and Payment Bonds to GCLBA within 10 days.

Bidder acknowledges receipt of following addenda:

________________________________________________________________________

If awarded a contract, bidder’s surety will be (name of Surety Company).

________________________________________________________________________

CERTIFICATION OF SITE VISIT

Before submitting a proposal, each Bidder shall inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. He will be held responsible for having compared the premises with the drawings and specifications, and to have satisfied himself as to all conditions affecting the execution of the work.

No allowance or extra compensation concerning any matter or thing about which the Bidder might have fully informed himself will be allowed. Additional quantities will not be compensated without the GCLBA’s prior approval.
ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER
The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable)

Street

City State Zip

Phone Fax

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

_________________________ Individual

_________________________ Co-Partnership

_________________________ Corporation Incorporated under the laws and State

of_________________________

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

NAME ADDRESS


This Bid Proposal is submitted in the name of:

_________________________

(Name of Contractor)

By ______________________

Title ______________________

Signed and sealed this ______ Day of ______________________ 20_____

INSTRUCTIONS: Submit this form to GCLBA.

END OF SECTION
**EXHIBIT 1**
**PROPERTY LIST FOR SOIL EROSION PERMIT/WAIVER**

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