Genesee County Land Bank Authority
Blight Elimination Program

Request for Proposals- Environmental Abatement & Demolition and Disposal of Commercial Structures in the City of Flint & Genesee County.

BID NUMBER: #LB: 14-014
DUE DATE: Tuesday, July 8, 2014 at 3:00 pm EST

As part of partnership between:

Genesee County Land Bank Authority (GCLBA)
Michigan State Housing Development Authority (MSHDA)
Michigan Land Bank Authority (MLBA)
City of Flint
City of Burton
Charter Township of Flint
Charter Township of Mt. Morris

TABLE OF CONTENTS

TABLE OF CONTENTS 2
REQUEST FOR PROPOSALS 3
Request for Proposals- Environmental Abatement & Demolition & Disposal of Commercial Structures in the City of Flint & Genesee County. 3
INTRODUCTION 3
Overview 3
Time of Completion 4
Term of Contract 4
Background 5
Federal Regulations 5
PROFESSIONAL SERVICE REQUIREMENTS 6
Scope of Work 6
EVALUATION CRITERIA AND SCORING 20
SUBMITTAL REQUIRMENTS 21
A. Minimum Qualifications of Bidders 21
B. Letter of Interest 23
SELECTION PROCESS 24
IMPORTANT DATES 24
QUESTIONS 25
SUBMITTAL DUE DATE 25
RFP SUBMITTAL REQUIREMENTS CHECKLIST 26
ADDITIONAL INFORMATION 28

ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – CAPACITY & UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H - MEDC – COMMUNITY VENTURES FLYER

- APPENDICES

  - 1 - SCOPE OF WORK – DEMOLITION
  - 2 – MDEG – NESHAP PROGRAM
  - 3 - MAP AND BOUNDARIES OF TARGET AREAS
  - 4 – FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGE)
  - 5 - SAMPLE CONTRACT (WHERE TO FIND SAMPLE PAYMENT PACKETS)

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS– ENVIRONMENTAL ABATEMENT & DEMOLITION & DISPOSAL OF COMMERCIAL STRUCTURES IN THE CITY OF FLINT & GENESEE COUNTY.

INTRODUCTION

Overview

Demolition of commercial and residential structures is being undertaken as an approved eligible activity under the Genesee County Land Bank Authority (GCLBA) Demolition Program. GCLBA invites the submission of proposals from contractors experienced and licensed to conduct the abatement, demolition and disposal of residential structures located in Genesee County. Funding sources for services to be provided include but are not limited to:

- Michigan Blight Elimination Program

Qualified demolition contractors may submit bids for the Scope of Work defined in this RFP. This proposal will be scored on the evaluation criteria set forth in this RFP. The GCLBA anticipates entering a contract for the Scope of Work set forth herein.

Only firms/contractors that are on the GCLBA Approved Contractor lists can respond to RFP's issued by the GCLBA.

If contractors will not be responding to this RFP please only return Attachment C.

Addendums to this RFP can be found at www.thelandbank.org under the tab *Current Bids*. Please check any updates to this proposal.

PLEASE READ THE ENTIRE REQUEST FOR PROPOSALS PACKET AND RESPOND TO THE SPECIFICATION/SCOPE OF WORK IDENTIFIED.

Companies with demonstrated experience in the scope of work defined in this RFP and with an interest in making their services available to GCLBA are invited to respond to this RFP. "Respondents" means the companies or individuals that submit proposals in response to this RFP. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DVBE or Section 3 business enterprises. ***Companies can apply to the City of Flint or self-register with U. S. Department of Housing and Urban Development (HUD) (not the Land Bank) to become an approved Section 3 contractor.***

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA or any respondents. GCLBA reserves the rights, in its sole discretion, to amend, suspend, terminate, or re-issue this RFP in whole or in part, at any stage. In no event shall GCLBA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the GCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

Each respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time and your firm's name. Late proposals will not be accepted. The proposal request number and due date for this Bid is:

PROPOSAL REQUEST NUMBER: #LB: #14-014

DUE DATE: Tuesday, July 8, 2014@ 3:00 pm EST

All inquiries relating to this RFP should be directed in writing to Lucille James, Demolition Program Manager, Genesee County Land Bank, 452 S. Saginaw Street, 2nd Floor, Flint, Michigan 48502 or **ljames@thelandbank.org**.

No proposal may be withdrawn for a period of thirty (30) days after submission. Proposals offering less than thirty (30) days for acceptance by the Genesee County Land Bank from the date set for opening will be considered non-responsive and will be rejected.

The GCLBA reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the GCLBA's interest. It is the GCLBA's intent to award the project to the lowest responsive and responsible contractor for the proposal. The GCLBA may choose to enter into multiple contracts for the same scope of services to ensure that there is enough capacity to complete the work in a timely manner, as required by the funding sources identified.

Time of Completion

Any agreement awarded pursuant to this RFP solicitation shall be in accordance with the Scope of Work and compensation as outlined below, and, within a mutually agreed upon expedited timeframe.

Term of Contract

It is anticipated that the Respondent(s) will start work on or around July 16, 2014 depending on the readiness of the projects. Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Friday, September 5, 2014, or until the funds are exhausted, whichever comes first. **Contractors must provide updated work schedules to the GCLBA.**

All demolition work must be completed by Friday, August 29, 2014 and paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, September 5, 2014. **Any incomplete payment request packets or if final demolition inspection is failed by the GCLBA Demolition Inspection, all packets will be rejected and returned to the contractor for correction.** Once packet includes all of the required documentation contractor can resubmit to the GCLBA for processing.

Once packet includes all of the required documentation contractor can resubmit to the GCLBA for processing. **When payment packets have been approved and include all required documentation, payment request will be submitted for processing.** Payment to Contractor is made by the GCLBA on a net 30 day cycle upon receiving approved and complete payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.)

Background

The GCLBA recently received $23.8 million from the State of Michigan: $20.1 million in Hardest Hit Fund (HHF) through the Michigan State Housing Development Authority (MSHDA) and $3.7 million in Michigan Blight Elimination Grant (MBEG) funds for demolition through the Michigan Land Bank in partnership with MSHDA, and the Department of Human Services. See APPENDICES 3 for maps of the proposed project areas.

This program will require all demolitions to be completed within eighteen (18) months of award. Therefore, GCLBA will be requesting a large volume of work in a short time frame and will need contractors with capacity and the ability to meet quick turnaround times. Contractors are expected to be able to handle the GCLBAs needs and be very responsive to GCLBA staff requests.

Federal Regulations

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, MDEQ, and DCH), and any other or relevant local regulations and standards that may apply.

Proposals shall be responsible for compliance with the following additional requirements:

1. Certification Form Note
2. Bid Bond
3. Michigan Builders or M&A –Home Wrecking License
4. Michigan Accredited Asbestos Building Inspector Certification for Company

5. Michigan Accredited Asbestos Certification for Asbestos Supervisor
6. Michigan Accredited Asbestos Certification for workers
7. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
8. OSHA 8-hour refresher HAZWHOPER Re-certification
9. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
10. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013)

    http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdfOSHA 29 CRF 1926- Construction Industry Standards
11. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
12. 29 CFR 1910.1200 – Hazard Communication
13. 40 CFR Part 261- EPA Regulations
14. HUD Title X parts 1012-1013
15. Federal Labor Standards and Provisions
16. Equal Opportunity Clause
17. Section 3 Clause (See Attachment E)
18. HUD Contract and Subcontract Activity
19. Copeland Anti-kickback Act
20. Bidders Insurance Checklist (Attachment A)
21. Genesee County Labor Standards *(Including Prevailing Wage & Wage Determination)*
22. And other Regulations Referenced throughout this document and attachments

PROFESSIONAL SERVICE REQUIREMENTS

Scope of Work

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 and Genesee County. *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 unless otherwise stated in this Request for Proposals (RFP))*:

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. Contractors must have experience working on potentially contaminated properties and excavating fuel and heating oil tanks.

Contractors must have OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER).

The commercial structures included in LB: 14-014 may or may not have Recognized Environmental Conditions (RECs), including but not limited to suspect environmental contamination and underground storage tanks (USTs).

Below are summaries of two separate scope of work for this Request for Proposal. The summaries below are a summary of Appendix 1 - Scope of Work, unless otherwise stated in this RFP for this project or in contract.

Summary Scope of Work: Abatement and disposal of environmentally hazardous materials from Residential Structures

During the contract period through, September 5, 2014, 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 August 29, 2014. Due to timing constraints GCLBA does not anticipate allowing for any contract extensions.

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**. **Contractor must submit a 10-day NESHAP notification for Asbestos Containing Materials (ACM). NO EXCEPTIONS!**

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. **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

C. 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 this 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.

E. **CERTIFICATION OF PROPERTY**

1. Contractor shall notify owner/owner's representative in writing when each specific listed property has been mitigated of potentially environmentally hazardous material within 24 hours of completion of said work.
2. Contractor shall revise Notification of Intent to Renovate/Demolish through the One Stop Submittal website and upload pictures certifying the completion of mitigation of hazardous materials. (See Attachment E). **Contractor must submit a 10-day NESHAP notification for Asbestos Containing Materials (ACM). NO EXCEPTIONS!**
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.

a. 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.

B. **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.

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

Summary Scope of Work: Demolition and Disposal of Residential Structures

During the contract period through, September 5, 2014, 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, August 29, 2014 and paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, September 5, 2014. 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, and site protection of blighted and/or dangerous structures located in the City of Flint. (The complete scope of work is available in Appendix 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, secure all necessary permits (demolition, soil erosion and any others required by the local unit of government) and or cap wells and abandonment of septic per Genesee County Health Department requirements, if they exist.

1. 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.

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

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

1. An Asbestos NESHAP trained person **(Asbestos Supervisor – 40 hour training)** must be on site during the demolition
2. 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)*
3. **ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK ON SITE.**

4. Wetted debris may be disposed of in bulk and in lined and covered dumpsters. Signs must be posted during handling and loading of debris
5. All debris must be disposed of as **"friable asbestos" (RACM)** at a Type II landfill and disposal records must be kept for 2 years.

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

1. 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.

d. 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 1or on the Genesee County Land Bank website, unless otherwise stated in this Request for Proposal (RFP). (*http://www.thelandbank.org/democontract.asp)*

e. Without force and effect on requirements of the Scope of Work *(http://www.thelandbank.org/currentbids)*, a description of the work of the Contract can be summarized as follows:

1. Site and Building Demolition

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

II. 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.

2. Protection of Trees

I. 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

I. 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.

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

III. **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, footings 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.

f. 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. Specification for 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. Fill material shall be free of rocks or lumps larger than two (2) inches in greatest dimension.

II. Specification for topsoil material:

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.

3. **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.

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)*

g. Additional Instructions to Contractor:

1. Contractor must identify the source of fill material.

2. 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 bring backfill and top soil on site.

3. **Contractor must comply and meet the all other specification included in SCOPE OF WORK/SUMMARY OF WORK included Appendix 1 unless otherwise stated in this RFP.**

h. 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.

i. Submittals

1. 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.

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

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

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 sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
i. Demolition Permit
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
    i. For Contractor and Subcontractor(s)

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 WIILL 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 as 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.

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, 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 CONTACTOR 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.

EVALUATION CRITERIA AND SCORING

The GCLBA will evaluate the qualifications received and identify the submittals that are the most responsive, responsible and offer the best service to the GCLBA. The GCLBA will consider consultant qualifications, financial viability, project references, and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria:

A. PROPOSAL/EVALUATION CRITERIA:

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines The bidder's demonstration of understanding of scope of work, readiness to proceed and availability to complete work assigned within timeframes required.	40
Experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity.	5
HUD Section 3 Contractor provides letter from the City of Flint or Genesee County Metropolitan Planning Commission certifying them as a Section 3 Business Concern	5
Local Contractor Points awarded to contractors that are located in Genesee County	5
Price The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	50

SUBMITTAL REQUIRMENTS

RFP responses must be submitted both via hard copy and electronic copy. Each respondent shall submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy of the following documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Responses not submitted via hard copy will not be considered. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

Bidders may, without prejudice to himself, withdraw Bid/Tender after it has been submitted, provided the request for such withdrawal is received in writing before time set for opening. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for period indicated.

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/herself as to all conditions affecting the execution of the work.

If Bidder has an **approved prequalification packet** on file the following documents do not need to be included with submittals:

- Evidence of Insurance (Genesee County Land Bank named as an insured)
- Michigan Builders or M&A –Home Wrecking License
- Any other State License and/or Certification that is deemed necessary

ONLY THE DOCUMENTS LISTED ABOVE DO NOT NEED TO BE SUBMITTED WITH THE PROPOSAL IF AN UPDATED APPROVED PREQUALIFICATION PACKET IS ON FILE.

If there are any changes with the documents or renewals, it is the contractor's responsibility to submit the correct documents to the GCLBA in a timely manner.

GCLBA reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

A. Minimum Qualifications of Bidders

These documents must be submitted and acceptable before GCLBA will review the Experience and Capacity proposal:

1. Evidence of Financial Stability: The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCLBA in determining the Respondent's financial condition. GCLBA is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
2. Michigan Builders or M&A –Home Wrecking License: The bidder must be licensed by the State of Michigan, as a Residential Builders and/or Maintenance

& Alterations Contractors with a House Wrecking trade designation. ***(The person/company that is issued the License by the State of Michigan must be in entity that applies in order to be added to the prequalified list.)***

3. Evidence of Insurance: The bidder must have Commercial General Liability with limits not less than: Premises/operations $1,000,000 per occurrence with $2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits $100,000 accident/disease, $500,000 policy limit, disease; Automobile Liability with limits not less than $1,000,000 combined single limit each accident-Owned, hired, nonowned; and, Professional Liability with limits not less than $1,000,000 including errors & omissions $200,000 per occurrence $600,000 in aggregate for Medical Malpractice. A certificate of insurance must be included with submission of qualifications. ***(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured.***

4. **Current** Certificate of Good Standing (Corporation) or Certificate of Existence: The bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. **(If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)**

5. Experience: Bidders must have a minimum of **five* (5) years** of proven experience providing professional licensed demolition services. ****Required by the State of Michigan.***

6. Bid, Performance and *Payment* Bond: Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and ***a Performance Bond and Payment Bond,*** if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. ***Bond requirement shall be increased consistent with any contract amount increase.***
7. Conflict of Interest Statement & Supporting Documentation: The Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):
    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
    b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation

of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
e. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.

9. Other State License and or Certification:
    a. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
    b. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.
10. Capacity: The bidder must have the capacity to complete the abatement and demolition of projects in the timeframe identified by the GCLBA identified in this RFP.

B. Letter of Interest

Please submit a Cover Letter of Interest on your firms letterhead signed by a duly authorized officer or representative of the Respondent, not to exceed two (2) pages in length. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Respondent and team. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Respondent. For purposes of this RFP "Principals" shall mean persons possessing an ownership interest in the Respondent.
    - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization's approval rights, if any, over the activities of the Respondent.
5. Experience and capacity to implement the scope of work described in Scope of Services. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.

6. Familiarity with the GCLBA and basic understanding of programs (see **www.thelandbank.org** for more information) including previous experience with other Land Banks.

7. The Signature Page attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest

SELECTION PROCESS

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein and Michigan Blight Elimination and Michigan Hardest Hit Fund Demolition Program objectives and policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract(s) shall be awarded to vendor(s) whose proposal(s) received the most points in accordance with criteria set forth in RFP.

IMPORTANT DATES

Bids Due	Tuesday, July 8, 2014
Notice of Award	Thursday, July 10, 2014
Contract Signed	On or around Monday, July 14 2014
Start Work	On or around Wednesday, July 16, 2014
Work Completed	On or before Friday, August 29, 2014
Final Paperwork and Payment Request	On or before Friday, September 5, 2014

QUESTIONS

Questions regarding this RFP should be submitted in writing via email to **ljames@thelandbank.org**.

SUBMITTAL DUE DATE

Only firms/contractors that are the on the GCLBA Approved Contractor lists can respond to RFP's issued by the GCLBA.

Responses to this RFP are due by 3:00 pm on Tuesday, July 8, 2014. Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies and must be delivered to:

Lucille James, Demolition Program Manager
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502

Only the documents listed below do not need to be submitted with the proposal if an updated approved prequalification packet is on file.

If there are any changes with the documents or renewals, it is the contractor's responsibility to submit the correct documents to the GCLBA in a timely manner.

- ❑ Evidence of Insurance – GCLBA must be listed as an insured
- ❑ Michigan Builders License or Maintenance and Alterations license with House Wrecking
- ❑ Evidence of Financial Stability*

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

(If documentation is on file please verify dates and numbers below where required*)

(GCLBA STAFF ONLY)	Included in bid packet	On file with GCLBA	Expiration Date	*** Some of the submittal requirements are included in the attachments. (PAGE 1)*
				❑ Please provide the Submittal Requirements as stated. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections: o Section B: Letter of Interest
				❑ Certification Form Note
				❑ References (Attachment B)
				❑ Description of Company
				❑ **Bid Bond**
				❑ **Current Certificate of Good Standing*** (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
				❑ **Evidence of Insurance* – GCLBA must be listed as an insured**
				❑ Michigan Builders License or Maintenance and Alterations license with House Wrecking * o Issued to: _____
				❑ Michigan Accredited Asbestos Certification for Company
				❑ Michigan Accredited Asbestos Certification for Asbestos Supervisor
				❑ Michigan Accredited Asbestos Certification for workers
				❑ OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
				❑ **Evidence of Financial Stability*** - Two years tax returns (Current)
				❑ **Conflict of Interest Statement & Supporting Documentation***
				❑ **Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)**

(GCLBA STAFF ONLY)	Included in bid packet	On file with GCLBA	Expiration Date	*** Some of the submittal requirements are included in the attachments. (PAGE 2)*
				❑ Local Hiring, HUD Section 3, if applicable (Attachment E & G) or **Section 3 letter from the City of Flint or U. S. Department of Housing and Urban Development (HUD)**, MBE/WBE,DVBE *(Contractor must submit documents to City of Flint or HUD and received approval letter prior to submitting proposal. Approval letter certifying contractor as a Section 3 Contractor is submitted with proposal.)*
				❑ RFP Submittal Requirements Checklist
				❑ Any other State License and/or Certification that is deemed necessary
				❑ Received Addendum(s): _____

ADDITIONAL INFORMATION

ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H - MEDC – COMMUNITY VENTURES FLYER

APPENDICES

- 1 - SCOPE OF WORK (DEMOLITION)
- 2 – MDEQ – NESHAP PROGRAM
- 3 - MAP AND BOUNDARIES OF TARGET AREAS
- 4 – FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5 - SAMPLE CONTRACT (WHERE TO FIND SAMPLE PAYMENT PACKETS)

ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – CAPACITY & UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H – MEDC – COMMUNITY VENTURES FLYER

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

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

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

Bidder's Statement

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

Bidder

Signature

ATTACHMENT B: LIST OF REFERENCES (3)

Reference #1:
Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

_____

Budget: _____

Reference #2:
Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

_____

Budget: _____

Reference #3:
Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

_____

Budget: _____

ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

_____

(Name of Respondent)

____ ***Will** be responding to this RFP.*

____ ***Will not** be responding to this RFP, but to remain on the Genesee County Land Bank approved contractors list. (Please return only this form)*

_____

(Signature of Authorized Representative

_____

(Typed Name of Authorized Representative)

_____

(Title)

_____

(Date)

Email: _____Phone: _____

Federal Identification Number: _____License Number: _____

NAME OF AUTHORIZED REPRESATIVES FOR SUBCONTRACTORS:

_____ _____

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

_____ _____

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

_____ _____

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

Company Name: _____

BID TENDER SUMMARY

	BID LIST # - LB-14-012-1 (MBEG)	**BID LIST # - LB-14-012-2 (MBEG)**
BID AMOUNT	**$**	

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 that are similar in nature to projects described in the RFP.

_____

_____

_____

_____

Demonstration of Capacity

Can Contractor complete abatement, demolition and disposal within the time frame identified in this Request for Proposal? _____

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)

BID/TENDER FORM #LB 14-014

SUBMITTED TO: Genesee County Land Bank
452 S. Saginaw Street
Flint, Michigan 48502

FOR: Invitation to Bid #LB 14-014 Demolition and Disposal of Commercial Structures in the City of Flint & Genesee County:

DATE: _____

NAME OF BIDDER: _____

ADDRESS _____

TELEPHONE: _____

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 Commercial Structures having examined Bid #LB: 14-014 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: 14-014, 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.

UNIT PRICE FOR DEMOLITION WORK

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

BID LIST # - LB-14-014-1			Contractor:								
Parcel Number	Address	Dir	Street	CITY	ZIP	Funding	Note	Hazardous Materials Bid	Asbestos Bid	Demolition Bid	Total Bid Price
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG					
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG					
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG					

BID LIST # - LB-14-014-2			Contractor:								
Parcel Number	Address	Dir	Street	CITY	ZIP	Funding	Note	Hazardous Materials Bid	Asbestos Bid	Demolition Bid	Total Bid Price
4012282058	1025		CHIPPEWA ST	FLINT	48503	MBEG	DEMOLISH AS ASBESTOS CONTAINING	N/A	N/A		
4012282048	1013		CHIPPEWA ST	FLINT	48503	MBEG	DEMOLISH AS ASBESTOS CONTAINING	N/A	N/A		
4012256017	1110		M L KING AVE	FLINT	48503	MBEG					
									Total Bid Price:		

Bidder Name:_____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around July 16, 2014, contingent on the cut and plug of utilities - gas and electric; and to fully complete on or before Friday, August 29, 2014. **All final paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, September 5, 2014. Any incomplete payment request packets or if final demolition inspection is failed by the GCLBA Demolition Inspection, all packets will be rejected and returned to the contractor for correction.**

Once packet includes all of the required documentation contractor can resubmit to the GCLBA for processing. **When payment packets have been approved and include all required documentation, payment request will be submitted for processing.** Payment to Contractor is made by the GCLBA on a net 30 day cycle **upon receiving approved and complete** payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.).

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 Code _____

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

BID LIST # - LB-14-014-1			Contractor:				
Parcel Number	**Address**	**Dir**	**Street**	**CITY**	**ZIP**	**Funding**	**Note**
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	

BID LIST # - LB-14-014-2			Contractor:				
Parcel Number	**Address**	**Dir**	**Street**	**CITY**	**ZIP**	**Funding**	**Note**
4012282058	1025		CHIPPEWA ST	FLINT	48503	MBEG	DEMOLISH AS ASBESTOS CONTAINING
4012282048	1013		CHIPPEWA ST	FLINT	48503	MBEG	DEMOLISH AS ASBESTOS CONTAINING
4012256017	1110		M L KING AVE	FLINT	48503	MBEG	

MBEG COMMERCIAL DEMOLITIONS
LB 14-014-1 ABATEMENT BID TABS

Parcel ID	Address #	Dir	Street	City	Zip	Sub Group	Owner	CATEGORY	Material	Quantity & Units	Material Location
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Mercury Light	1	Outside of eastern exterior wall
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Cooler	1	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Coca-Cola Machine	1	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Pepsi Machine	1	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	3 - 8' Bulbs	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	5 - 4' Bulbs	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Ballast	1	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Commercial Coolers	2	Room 1
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Air Conditioner	1	Outside of eastern exterior wall
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	Roofing Material (Flat Roof)	3432 SF	Roof of Building (Roof has Collapsed)
1427576021	4045		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	9" Floor Tile	1716* SF	Rooms 2 and 3
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Mercury Thermostat	1	Room 4
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Ballast	2	Room 6
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	3-4' Bulbs	Outside of western exterior wall
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	12" Floor Tile	120 SF	Room 4
1427576022	4049		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	Roofing Material	1628 SF	Room 4 and Room 5
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	11-8' Bulbs	Room 1
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Exit Sign	1	Room 1
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Simple Green	1	Room 1
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Arcade Games	3	Room 2
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Exit Sign	1	Room 2
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Transformer	1	Room 2
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	4-4" bulbs	Room 2
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	1-1" bulb	Room 2
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Bulbs	4-8" Bulbs	Room 4
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Mercury light	1	Western outside wall
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	HAZ	Fluorescent Light Ballasts	2 Ballasts	Eastern outside wall
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	12" Floor Tile	3 CF	Outside, back of subject building subject building
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	ACM	Roofing Material	260* SF	Room 4 and Room 5
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	TIRES	Tire	1	Room 1
1427576023	4057		CLIO ROAD	FLINT	48504	MBEG	GENESEE COUNTY LAND BANK	**NOTE**	**Significant amount of debris and building materials noted on floors throughout.**		

MBEG COMMERCIAL DEMOLITIONS
LB 14-014-2 ABATEMENT BID TABS

Parcel ID	Address #	Dir	Street	City	Zip	Sub Group	Owner	CATEGORY	Material	Quantity & Units	Material Location
4012256017	1110		M L KING AVE	FLINT	48503	MBEG	GENESEE COUNTY LAND BANK	ACM	Window Caulk (7 Windows)	Windows Throughout	5 SF

ATTACHMENT E: Section 3 Clause and City of Flint and the U. S. Department Housing and Urban Development (HUD) Section 3 Business Certification Program Information

To become Section 3 Certified, bidders can use either Option A or Option B, as provided below:

Option A: City of Flint Section 3 Business Certification Program - Contact City of Flint's Department of Community and Economic Development at (810) 766-7436 for information regarding their Section 3 Business Certification Program. Download the following forms from the Genesee County Land Bank's website for the City of Flint's Section 3 Certification Program.

City of Flint Section 3 Certification Program forms are as follows:

- Certification for Resident Seeking Section 3 Training and Employment
- Mott Workforce Development Contact Information Sheet
- Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity
- Genesee County Land Bank Section 3 Reporting form (Program requirement regardless of contractors Section 3 status, all contractors must fill out this form with payment requests)

SUBMIT THESE FORMS TO THE CITY OF FLINT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BECOME SECTION 3 CERTIFIED

Option B: U. S. Department of Housing and Urban Development (HUD) - To become a Section 3 certified business, bidders are encouraged to access HUD's website at http://portal.hud.gov/hudportal/HUD?src=/section3businessregistry .

The website allows bidders to self-register as a Section 3 business by completing an on-line "Register for Section 3 Self Certification" form. Within two weeks of completing the form, HUD will either mail or email the bidder's Section 3 Certification forms. If needed, bidders can also, contact HUD at the following address, telephone number, and email address for additional information:

U.S. Department of Housing and Urban Development
Economic Opportunity Division, Region V
451 Seventh Street, SW Room 5232
Washington, DC 20410
Bruce Bailey
Bruce.e.bailey@hud.gov
(202)402-6249

GENESEE COUNTY LAND BANK IS ACCEPTING LETTERS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO VERIFY SECTION 3 CERTIFICATION

SUBMISSION OF LOW-INCOME EMPLOYEE INFORMATION:

Bidders are required to submit the following information with their RFP regarding their low-income employees:

a. List of low-income employees
b. Date of hire
c. Position

Samples of type of eligible Section 3 positions are as follows:

Construction: cement/masonry, demolition, electrical, engineering, fencing, heating, machine operation, painting, and surveying;

Administrative Management: accounting, payroll, research, bookkeeping, purchasing, and word processing;

Services: marketing, janitorial, photography, catering, landscaping, printing, computer/information, manufacturing, and transportation.

FY 2014 Median Family Income for Flint and Genesee County MSA - $53,300 Section 3 Maximum Income Limits			
Number in Household	Extremely Low Income (30%)	Very-Low Income (50%)	Low Income (60%)
One Person	$11,200	$18,700	$21,850
Two Person	$12,800	$21,350	$25,000
Three Person	$14,400	$24,000	$28,100
Four Person	$16,000	$26,650	$31,200
Five Person	$17,300	$28,800	$33,700
Six Person	$18,600	$30,950	$36,200
Seven Person	$19,850	$33,050	$38,700
Eight Person	$21,150	$35,200	$41,200

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

State of _____:

S.S.

County of _____:

I, _____of

_____

(Name of Company/Firm)

And that I am authorized to make this affidavit on behalf of my firm, its owner, directors and officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state:

1. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person in this type of business prior to the official opening of this proposal.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
3. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
4. This company, corporation, firm, partnership or individual is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or form certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the GCLBA.

I state that _____understands and

(Name of my Company/Firm)

Acknowledges that the above representations are material and important, and will be relied on by the Genesee County Land Bank Authority in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatements in this affidavit is and shall be treated as fraudulent concealment from the Genesee County Land Bank Authority of the true facts relating to the submission bids for this contract.

SIGNATURE SECTION

_____ _____

(Signature) (Title)

_____

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

_____

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

NOTARIZATION SECTION

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

_____ _____

Notary Public Signature My Commission Expires:

ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE_____ SBE_____

LBE _____ DVBE_____ OBE_____

Ethnicity of Owner (s):

Check all that apply: White_____ Black_____ Hispanic_____

Asian_____ Native American_____

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

Signed this _____ day of _____, _____

_____
Contractor Name (please print)

_____
Contractor Signature

(See other side for explanation)

Explanation of Business Enterprise Status

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

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

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

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

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

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

Michigan Employers and the MEDC

…Working Together!

Community Ventures

Michigan employers and the Michigan Economic Development Corporation …. a unique partnership to provide jobs for structurally unemployed individuals.

Here's how the wage incentive works for your full-time, permanent employees:

Community Ventures Monthly Wage Incentive
$500 *x Number of Employees*

Monthly Example

$10 x 160 hours
Monthly Wages = $1,600

$1,600 - $500 = $1,100

Your Monthly Wage Cost = $1,100

****

Examples of Annual Grant Awards

Grant amount your company could receive based on number of employees who are eligible for the Community Ventures program.

5 employees =	**$25,000**
10 employees =	**$50,000**
15 employees =	**$75,000**
20 employees =	**$100,000**
25 employees =	**$125,000**
100 employees=	**$500,000**

Advantages for Employers

Employer Wage Incentive Under Community Ventures' guidelines, Michigan employers who agree to hire structurally unemployed people (from key target communities) in permanent, full-time positions will **receive a one-time $5,000 wage reimbursement incentive for each employee. The grant is paid in monthly installments.**

Pre-Screened Talent Community Ventures is designed to ensure that both employers and companies are well-matched. Community Ventures works with the local Michigan Works agencies to provide job applicants who reside in target areas**. In the Flint area the target areas are Flint, Burton, Mt. Morris, and Mt. Morris Township.** Michigan Works will pre-screen applicants for you to interview.

Employee Retention Services Another key component of our program is the availability of **supportive services and resources** to help individuals who are hired at your company to remain successfully employed.

Streamlined Process Our wage reimbursement process is streamlined to make it as easy as possible for employers. **We require a monthly wage verification form with copies of pay stubs for each employee and an invoice on your company's letterhead.**

Contact

Valerie Jemerson, Project Coordinator-Flint
Community Ventures
810-233-5627, extension 140
517-488-5101 (cell)
jemersonv@michigan.org

PURE MICHIGAN®
Michigan Economic Development Corporation

APPENDICES

- 1 – SCOPE OF WORK
- 2 – MDEQ – NESHAP PROGRAM
- 3 – MAP AND BOUNDARIES OF TARGET AREA
- 4 – FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5 – SAMPLE CONTRACT

ATTACHMENT B – SCOPE OF WORK

Scope of Work for Residential/Commercial
Environmental Abatement & Disposal:

TABLE OF CONTENTS

TABLE OF CONTENTS .....
SECTION 1 – SUMMARY OF WORK .....
SECTION 2- ASBESTOS ABATEMENT & DISPOSAL SCOPE OF WORK
SECTION 3 – PCB CONTAINING EQUIPMENT REMOVAL .....
SECTION 4 – RECYCLING OF CFCs .....
SECTION 5 – ABATEMENT OF REGULATED MISCELLANEOUS MATERIALS...

SCOPE OF WORK/SUMMARY OF WORK
DEMOLITION OF RESIDENTIAL AND COMMERICIAL STRUCTURES

TABLE OF CONTENTS

TABLE OF CONTENTS ……1

SECTION 100 – SUMMARY OF WORK……2

SECTION 200- SOIL EROSION & SEDIMENTATION CONTROL……3

SECTION 300 – EARTHWORK……5

SECTION 400 – BUILDING DEMOLITION……9

ATTACHMENT B – Scope of Work for Residential/Commercial Environmental Abatement & Disposal:

TABLE OF CONTENTS

TABLE OF CONTENTS 1
SECTION 1 – SUMMARY OF WORK 2
SECTION 2- ASBESTOS ABATEMENT & DISPOSAL SCOPE OF WORK 7
SECTION 3 – PCB CONTAINING EQUIPMENT REMOVAL 15
SECTION 4 – RECYCLING OF CFCs 20
SECTION 5 – ABATEMENT OF REGULATED MISCELLANEOUS MATERIALS .. 21

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

materials survey shall be submitted to the Demolition Program Coordinator: Genesee County Land Bank, 452 South Saginaw Street, Flint, Michigan48502, (810) 257-3088.

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)
   1. ASTM E 736 (1986) Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
2. ASTM 1368 (1990) Visual Inspection of Asbestos Abatement Projects.

B. Code of Federal Regulations (CFR)
   1. CFR 29 Part 1926/1910 Construction Industry Occupational Safety and Health Standards.
   2. CFR 40 Part 61 National Emissions Standards for Hazardous Air Pollutants.
   3. CFR 40 Part 260 General Regulations for Hazardous Waste Management.
   4. CFR 40 Part 263 Standards Applicable to Transporters of Hazardous Waste.
   5. CFR 40 Part 763 Asbestos.
   6. CFR 49 CFR 171 Department of Transportation Regulations to Stipulate Requirements for Containers and Procedure for Shipment of Hazardous Waste.

C. National Fire Protection Association (NFPA)
   1. NFPA 10 (1988) Portable Fire Extinguishers.
   2. NFPA 70 B (1990) Recommended Practice for Electrical Equipment Maintenance.
   3. NFPA 90A (1989) Installation of Air Conditioning and Ventilating Systems.
   4. NFPA 101 (1988) Safety to Life from Fire in Buildings and Structures.
   5. NFPA 90A (1989) Installation of Air Conditioning and Ventilating Systems.

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. U.S. EPA SW-846, Test Methods for Evaluating Solid Waste.

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 Sate, 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 of airborne asbestos fibers and lead dusts. Adhere to all permit and regulatory requirements for air quality.

2. Respiratory Protection Program

a.Establish and implement a respiratory protection program in accordance with 29 CFR 1926, Section 1926.1101,29 CFR Part 1910, Section 1910.134. Include medical monitoring, employee training, procedures for respirator use, respirator fit-testing, routine inspection, and storage. Select and use respirators in accordance with manufacturers' recommendations, Mine Safety and Health Administration, and the National Institute for Occupational Safety and Health requirements for use in environments containing airborne asbestos fibers.

3. Training

a.All employees working directly with asbestos-containing material and wastes must have successfully completed a course of asbestos training as specified by United States Environmental Protection Agency (EPA) requirements at 40 CFR Part 763, Subpart E, Appendix C, within 1 year prior to conducting asbestos abatement activities. Each worker must successfully complete the "Worker" course, and on-site supervisors and technical support personnel must successfully complete the "Contractor/Supervisor" course.

4. Medical Monitoring

a.Conduct medical monitoring requirements as described in 29 CFR Part 1926, Section 1926.1101 and the requirements of the Contractor's Health and Safety Plan found.

5. Personal Protective Equipment

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

1.09 PROJECT CONDITIONS

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

PART 2 PRODUCTS

2.01 MATERIALS

A Wetting Agent

1. Amended Water

a. Comply with ASTM D 1331.

2. Removal Encapsulant

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

B. Strippable Coating

Provide additional incidental items necessary to complete specified activities.

C Prefabricated Decontamination Unit(s)

Provide additional incidental items necessary to complete specified activities.

D Chemical encapsulant

Provide additional incidental items necessary to complete specified activities.

E. Chemical encasement materials

Provide additional incidental items necessary to complete specified activities.

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

Provide additional incidental items necessary to complete specified activities.

G. Sheet Plastic

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

H. Other items

Provide additional incidental items necessary to complete specified activities.

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

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

B. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

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

C. Additional Requirements and Corresponding Test Standards for Penetrating Encapsulant

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

D. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

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

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

Requirement	Test Standard
Fire Resistant	ASTM E 119
Bond Strength	ASTM E 736

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, reclean, resample, and reanalyze until final clean-up requirements are met. Costs associated with additional samples, cleaning, and inspections will be paid by the Contractor.

D. Additional Bulk Asbestos Sampling

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

E. Asbestos Abatement

Collect and place in sealed, leak-tight containers all asbestos waste, scrap, debris, bags, containers, equipment, and asbestos contaminated personal protective equipment. Use 6-mil, double wrapped polyethylene sheets, sealed fiberboard boxes, or other approved containers. Waste within the containers must be wetted in case the container is damaged. Affix a warning label and a Department of Transportation (DOT) label on each bag. Dispose waste material at an approved, licensed asbestos landfill. For temporary storage, keep sealed impermeable containers in asbestos waste load-out unit or in a storage/transportation conveyance (dumpsters or roll-off boxes) in a manner as acceptable by the GCLBA. Procedure for hauling and disposal asbestos-containing material shall comply with 40 CFR Part 61, Subpart M, state, regional, and local standards and specifications.

F. Waste Records

Provide final completed copies of the Waste Shipment Record for shipments of all waste material as specified in 40 CFR Part 61, Subpart M, and other required state waste manifest shipment records within 10 days of project completion.

G. Final Cleaning

Abate asbestos by collecting, packing, and storing all gross contamination in accordance with all references and specifications. Once cleaning has been completed, conduct a visual pre-inspection of the cleaned area. A final air monitoring event will be performed to verify adequacy of clean-up. Re-cleaning and follow-up inspections shall be at the Contractor's expense. Upon completion of the final cleaning, conduct a final visual inspection of the cleaned area. Document the results. If the GCLBA or GCLBA's Representative determines that the abatement area does not meet final cleaning requirements, re-clean as necessary and conduct additional follow-up inspection with the GCLBA.

H. Lock Down Encapsulant

In areas where friable ACM was removed, after clean-up of gross contamination, and final visual inspection, but before removing plastic barriers, apply a post removal (lockdown) encapsulant to floor, walls, ceilings, and other surfaces in the removal area. When work was limited to glove bags only apply encapsulate to item within glove bag.

END OF SECTION

SECTION 3 – PCB CONTAINING EQUIPMENT REMOVAL

PART 1 General

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

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

A. American Petroleum Institute (API)
1. 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.
3. API Publ 2217, Guidelines for Confined space Work in the Petroleum Industry.
4. API Publ 2219, Safe Operation of Vacuum Trucks in Petroleum Service.

B. Code of Federal Regulations (CFR)
1. CFR 29 CFR 1910.146 OSHA - Permit Required Confined Spaces.
2. CFR 29 CFR 1926/1910 Construction Industry Occupational Safety and Health Standards.
3. CFR 40 CFR 260 General Regulations for Hazardous Waste Management.
4. CFR 40 CFR Part 261 Identification and Listing of Hazardous Waste.
5. CFR 40 CFR Part 262 Standards Applicable to Generators of Hazardous Waste.
6. CFR 40 CFR Part 263 Standards Applicable to Transporters of Hazardous Waste.
7. CFR 40 CFR Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
8. CFR 40 CFR Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
9. CFR 49 CFR 171 Department of Transportation Regulations to Stipulate Requirements for Containers and Procedure for Shipment of Hazardous Waste.
10. CFR 40 CFR Part 761 Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions.

C. National Fire Protection Association (NFPA)
1. NFPA 30 (1990) Flammable and Combustible Liquids Code.
2. NFPA 70 B (1990) Recommended Practice for Electrical Equipment Maintenance.
3. NFPA 325M (1991) Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids.

4. NFPA 327 (1987) Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers.

D. National Institute of Occupational Safety and Health (NIOSH)

1. NIOSH 80-106 Criteria for a Recommended Standard for Working in Confined Spaces.

E. State of Michigan

1. P.A. Act 451, Michigan Natural Resources and Environmental Protection Act
2. MIOSHA Act 154 General Industry and Construction (as amended) Safety Standards.

F. United States Environmental Protection Agency (U.S. EPA)

1. U.S. EPA SW-846, Test Methods for Evaluating Solid Waste.

1.03 MEASUREMENT

A. Removal and Disposal of PCB-containing Light Ballasts and Equipment
The removal and disposal of containerized PCB-containing light ballasts will be a unit rate pay item. Estimated quantities of PCB-containing Light Ballasts and Equipment are included the Pre-Demolition Inspection/Hazardous Materials Survey.

1.04 PAYMENT

A. Removal and Disposal of PCB-containing Light Ballasts
All acceptably completed work as required under this Section for the removal and disposal of containerized PCB-containing light ballasts found on site will be paid as the lump sum cost as bid.

1.05 SUBMITTALS

A. Work Plan
Before proceeding with any removal and disposal work, submit a work plan that includes the procedures proposed for the accomplishment of the removal and disposal work. The procedures shall provide for safe conduct of the work; careful removal and disposition of solid materials and liquid wastes; and property protection. The procedures shall provide a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. The work plan shall be based on work experience, and the guidance provided in this specification.

B. Health and Safety Plan
Before proceeding with any removal and disposal work, submit a site-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the accomplishment of the removal and disposal work. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and hazardous material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in this specification.

C. Copies of all analyses performed for disposal.

D. Copies of all waste analyses or waste profile sheets.

E. Copies of all certifications of final disposal signed by the responsible disposal facility official.

F. Information on who sampled, analyzed, transported, and accepted all wastes encountered.

G. Information describing the sample method, rationale, results, and chain-of-custody documentation for all testing.

F. Copies of all disposal manifests, bills of lading, load tickets, and other transportation documentation.

G. Notice of Acceptance
After removing and disposing drums and small containers from the project site, submit the name and location of the properly licensed disposal facility and a copy of the written agreement from the disposal facility agreeing to accept contaminated materials for disposal. This documentation shall include manifests with quantities. The documentation is due 10 days after removal from the site.

H. Disposal Documents

Provide copies of all licenses, certificates, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for material disposal. Provide a list of the equipment used, the methods used, and the disposal areas and facilities used for disposing ballasts. Provide a copy of the results of tests performed to comply with the requirements of each disposal facility.

I. Manifests

Submit a copy of the official manifest for each shipment of contaminated materials including, but not limited to, ballast contents and ballast carcasses evidencing delivery of the material to the approved licensed disposal facility. All manifests shall be in accordance with the requirements of 40 CFR, Part 262, 40 CFR, Part 761, Section 23 and State and local regulations. Manifests shall be signed by the GCLBA or authorized official.

1.07 REGULATORY REQUIREMENTS

A. Statutes and Regulations

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

B. General

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

C. Protection of Employees and Visitors

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

D. Toxicity Considerations

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

E. Flammability and Combustibility Considerations

Flammable and combustible vapors are likely to accumulate in work areas. Exercise caution by observing the following precautions: (a) eliminate all potential sources of ignition within the area; (b) 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 idem listed in the Unit Rate Bid Schedule.

B. The quantities of hazardous and/or regulated materials are provided in the Hazardous Materials Survey. Contractor will be authorized to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. A site specific hazardous material survey will be prepared by others for each structure and will be provided to the contractor at the time of authorization. The Contractor is encouraged to inspect the site of the proposed work, at the time of authorization to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures. Prior to proceeding on the authorized work Contractor may visit each of the listed sites to arrive at a clear understanding of the conditions under which the work is to be done and to make their own determination as to the amount of hazardous materials to be removed from the sites. Contractor will be held responsible to have compared the premises with the hazardous materials survey, drawings, specifications, or other provided items, and to have satisfied himself as to all conditions affecting the execution of the work. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the GCLBA without prior written authorization.

C. Contractor shall be aware that the buildings may contain lead based paint and as such the potential for exposure exists. Contractor shall handle lead based paint in accordance with all federal, state, and local regulations.

D. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Community Health provides for the health of workers (517) 373-3500.

1. Contractor shall post any applicable State and/or Federal government regulations at the job sites in prominent locations.

2. Contractor shall be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous materials.

E. Applicable Regulations (include but are not limited to):

1. RCRA, 1976 -Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage or disposal of hazardous wastes nationally.

2. Part 111, Act 451, 1994 -Michigan's Hazardous Waste Management Act: This statute regulates generation, transportation, treatment, storage and disposal of hazardous wastes in Michigan.

3. Part 121, Act 451, 1994 -Liquid Industrial Waste Act: This statute regulates the transportation of liquid industrial wastes in Michigan. This includes non-hazardous liquids and hazardous liquids, which are not subject to management under RCRA or Part 111, Act 451, 1994.

4. Toxic Substances Control Act (TSCA), 1976. This statute regulates the generation, transportation, storage, and disposal of PCB wastes.

F. To use an off-site hazardous waste disposal facility, the Contractor must use the Uniform Hazardous Waste Manifest (shipping paper).

1. Hazardous wastes may not be disposed of in sanitary landfills used for solid waste.

2. Hazardous waste manifests shall be signed by the GCLBA or designated representative.

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.

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

PART 2 PRODUCTS

2.1 PACKAGING AND CONTAINERIZATION MATERIALS

A. Packaging and containerization materials shall include but not be limited to the following:

1. Lab packing requirements per licensed disposal or recycling facility.

2. Fiberboard barrels

3. DOT approved removable head drums; roll-off boxes or equivalent

4. Drum labels and marking which conform to 29 CFR 1926.58 K and all other Federal, State and local regulations

5. Spill prevention countermeasure materials and control products consistent with 49 CFR 173 and Contractor approved SPCC plan.

6. Sampling equipment and containers consistent with standard sampling technique

PART 3 EXECUTION

3.1 REMOVAL OF CHEMICAL FIRE EXTINGUISHERS

A. Chemical fire extinguishers may be present at the Site. Contractor shall be responsible for the removal, proper handling, and disposal of all chemical fire extinguishers.

B. Contractor shall properly collect, label and stage all chemical fire extinguishers throughout the Site. All chemical fire extinguishers shall be recycled or disposed at a licensed facility. Chemical fire extinguishers shall be transported in a manner that minimizes the potential for discharge.

3.2 REMOVAL OF MERCURY DEVICES

A. High intensity discharge lamps and fluorescent light bulbs that may contain mercury are present either in fixtures or stored in bulk. The approximate locations of these lamps/bulbs will be identified in the Hazardous Materials Survey Report. Contractor shall remove all lamps/bulbs regardless of the estimated quantities provided in the Hazardous Materials Survey Report.

1. Many light fixtures and/or associated components may be suitable for recycling or resale. Contractor is encouraged to account for recycling or resale of such fixtures in its bid, if feasible.

2. Contractor shall be responsible for the removal of all regulated lamps and bulbs from the associated lighting fixtures. All lamps and bulbs shall be carefully removed from the fixtures and placed in appropriate sized containers equipped with dividers.

3. All containers intended for off-site recycling shall be either shrink-wrapped or placed in a secure crate to avoid accidental breakage. All containers shall be labeled as hazardous waste in accordance with applicable MDOT regulations.

4. Contractor must use all precautions when handling lamps to avoid accidental breakage. Should accidental breakage of lamps occur, then the lamp debris shall be collected and placed in segregated reinforced drums or similar containers pending disposal.

5. Light ballasts containing PCBs shall be managed in accordance with applicable regulations and appropriate sections of this Bid Document.

B. Mercury switches and thermometers are present at the Site as indicated in the Hazardous Materials Survey Report, Contractor shall be responsible for the removal, transport and recycling or disposal of all mercury containing devices.

3.3 REMOVAL OF NON-HAZARDOUS EQUIPMENT OIL

A. Oil-filled blowers, compressors, hydraulic hoists, and motors may be present at the site. The approximate locations of this oil filled equipment will be identified in the Hazardous Materials Survey Report. Contractor shall remove all oil filled equipment regardless of the estimated quantities provided in the Hazardous Materials Survey Report

B. Contractor shall drain all free flowing oil from each oil-filled unit. All oil shall be drained into appropriate storage containers, consolidated, and staged on-site with appropriate labeling pending transport and disposition to a licensed reclamation facility.

C. Upon removal of all free-flowing oil, equipment will be released by the GCLBA for disposition/recycling.

3.4 REMOVAL OF MISCELLANEOUS CHEMICALS, CONTAINERS, AND LIQUIDS

A. Liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal are present at the site. The approximate locations of these materials will be identified in the Hazardous Materials Survey Report. Contractor shall remove all liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal, regardless of the estimated quantities provided in the Hazardous Materials Survey Report.

B. Contractor shall remove all liquid filled containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal. All materials shall be staged on-site with appropriate labeling pending transport and disposition to a licensed reclamation/disposal facility.

3.5 TRANSPORTATION

A. Contractor shall evaluate all materials associated with the activities to designate materials classification for transportation purposes.

B. Contractor shall package all hazardous materials for transportation and storage in accordance with 49 CFR 172.101 and applicable sections of 49 CFR 173. In addition, the Contractor shall comply with any packaging requirements identified by the licensed disposal or recycling facilities used for waste disposition during this project.

C. Contractor shall label and mark all hazardous materials packaged and temporarily staged for subsequent off-site transport. Hazardous materials that have been specifically prepared for off-site transport shall be labeled in accordance with 40 CFR 172.101 and 49 CFR 173 Subparts D and E. Contractor shall provide all labels.

D. Contractor shall ensure that the transporter has applied all appropriate placards to the transport vehicle according to the requirements outlined in 49 CFR 172.101 and 49 CFR Subpart F and all applicable MDOT/DOT regulations. The Contractor or transporter shall provide all such placards.

E. Contractor shall submit the manifest to the GCLBA for review prior to signature by the GCLBA or designated representative and prior to removal of any material.

END OF SECTION

APPENDIX 1B: SCOPE OF WORK/SUMMARY OF WORK

DEMOLITION OF RESIDENTIAL AND COMMERICIAL STRUCTURES

TABLE OF CONTENTS

APPENDIX 1: SCOPE OF WORK/SUMMARY OF WORK 1

TABLE OF CONTENTS 1

APPENDIX 1: SCOPE OF WORK/SUMMARY OF WORK 2

SECTION 100 – SUMMARY OF WORK 2

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL 7

SECTION 300 – EARTHWORK 8

SECTION 400 – BUILDING DEMOLITION 14

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. 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 CONTACTOR 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.

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 SCHEDUILING

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

A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website: http://mdotwas1.mdot.state.mi.us/public/specbook/2012

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 bring 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 COMPACTION

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

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

3.11 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 top soil. *(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: jkacharos@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) Division1 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

Demolition- Final Grading
Seeding and Watering Report

GENESEE COUNTY LANDBANK
452 S Saginaw St., 2nd Floor
Flint, MI 48502
810-257-3088

Contractor:_____

Contact name: _____

Contact Phone: _____

Demolition Site location:

Demolition site street address: _____ **City:** _____

Parcel ID: _____

Seeding and Watering Checklist:
Please see bid specifications and contract for further details on seeding and watering requirements.+

- ☐ Emailed GCLBA staff on (date) _____ to notify GCLBA of scheduled seeding date
- ☐ Seeding date:_____
- ☐ Type of seed: _____
- ☐ Mulched applied and straw bale strings removed from site
- ☐ Seed tags attached to invoice
- ☐ Watering date: _____ or dates of rain events (within 7 days of seeding date)

I hereby certify the above information to be accurate.

_____
(Contractor)

_____
(Printed name)

_____ Date: _____
(signature)

TABLE 2. SOIL: RESIDENTIAL
PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

All criteria, unless otherwise noted, are expressed in units of parts per billion (ppb). One ppb is equivalent to 1 microgram per kilogram (ug/kg). Criteria with 6 or more digits are expressed in scientific notation. For example, 200,000 is presented as 2.0E+5. A footnote is designated by a letter in parentheses and is explained in the footnote pages that follow the criteria tables. When the risk-based criterion is less than the target detection limit (TDL), the TDL is listed as the criterion (§324.20120a(10)). In these cases, 2 numbers are present in the cell. The first number is the criterion (i.e., TDL), and the second number is the risk-based value.

			Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
Acenaphthene	83329	NA	3.00E+05	8,700	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	NA
Acenaphthylene	208968	NA	5,900	ID	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	NA
Acetaldehyde (I)	75070	NA	19,000	2,600	2.20E+05	1.70E+05	1.70E+05	2.80E+05	6.00E+08	2.90E+07	1.10E+08
Acetate	71501	NA	ID	(G)	ID	ID	ID	ID	ID	ID	ID
Acetic acid	64197	NA	84,000	(G)	NLV	NLV	NLV	NLV	1.70E+10	1.30E+08	6.50E+08
Acetone (I)	67641	NA	15,000	34,000	2.9E+8 (C)	1.30E+08	1.30E+08	1.90E+08	3.90E+11	2.30E+07	1.10E+08
Acetonitrile	75058	NA	2,800	NA	4.80E+06	1.60E+06	1.60E+06	2.10E+06	4.00E+09	4.30E+06	2.20E+07
Acetophenone	98862	NA	30,000	ID	1.2E+8 (C)	4.40E+07	4.40E+07	4.40E+07	3.30E+10	4.7E+7 (C)	1.10E+06
Acrolein (I)	107028	NA	2,400	NA	410	310	310	610	1.30E+06	3.60E+06	2.30E+07
Acrylamide	79061	NA	10	200 (X)	NLV	NLV	NLV	NLV	2.40E+06	1,900	NA
Acrylic acid	79107	NA	78,000	NA	2.40E+06	1.90E+05	2.30E+05	2.30E+05	6.70E+07	3.5E+7 (DD)	1.10E+08
Acrylonitrile (I)	107131	NA	100 (M); 52	100 (M); 40	6,600	5,000	5,100	10,000	4.60E+07	16,000	8.30E+06
Alachlor	15972608	NA	52	290 (X)	NLV	NLV	NLV	NLV	ID	93,000	NA
Aldicarb	116063	NA	60	NA	NLV	NLV	NLV	NLV	ID	2.30E+05	NA
Aldicarb sulfone	1646884	NA	200 (M); 40	NA	NLV	NLV	NLV	NLV	ID	2.50E+05	NA
Aldicarb sulfoxide	1646873	NA	200(M); 80	NA	NLV	NLV	NLV	NLV	ID	2.90E+05	NA
Aldrin	309002	NA	NLL	NLL	1.30E+06	58,000	58,000	58,000	6.40E+05	1,000	NA
Aluminum (B)	7429905	6.90E+06	1,000	NA	NLV	NLV	NLV	NLV	ID	5.0E+7 (DD)	NA
Ammonia	7664417	NA	ID	(CC)	ID	ID	ID	ID	6.70E+09	ID	1.00E+07
t-Amyl methyl ether (TAME)	994058	NA	3,900	NA	58,000	3.40E+05	7.60E+05	1.80E+06	4.10E+09	2.9E+7 (C)	4.40E+05
Aniline	62533	NA	1,100	330 (M); 80	NLV	NLV	NLV	NLV	6.70E+07	3.30E+05	4.50E+06
Anthracene	120127	NA	41,000	ID	1.0E+9 (D)	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	NA
Antimony	7440360	NA	4,300	94,000 (X)	NLV	NLV	NLV	NLV	1.30E+07	1.80E+05	NA
Arsenic	7440382	5,800	4,600	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA
Asbestos (BB)	1332214	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.0E+7 (M); 68,000	ID	NA
Atrazine	1912249	NA	60	150	NLV	NLV	NLV	NLV	ID	71,000 (DD)	NA
Azobenzene	103333	NA	4,200	ID	6.10E+06	6.30E+05	6.30E+05	6.30E+05	1.00E+08	1.40E+05	NA

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Barium (B)	7440393	75,000	1.30E+06	(G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA
Benzene (I)	71432	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05
Benzidine	92875	NA	1,000 (M); 6.0	1,000 (M); 6.0	NLV	NLV	NLV	NLV	46,000	1,000 (M); 23	NA
Benzo(a)anthracene (Q)	56553	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA
Benzo(b)fluoranthene (Q)	205992	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA
Benzo(k)fluoranthene (Q)	207089	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA
Benzo(g,h,i)perylene	191242	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA
Benzo(a)pyrene (Q)	50328	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA
Benzoic acid	65850	NA	6.40E+05	NA	NLV	NLV	NLV	NLV	ID	9.90E+08	NA
Benzyl alcohol	100516	NA	2.00E+05	NA	NLV	NLV	NLV	NLV	3.30E+11	3.2E+8 (C)	5.80E+06
Benzyl chloride	100447	NA	150	NA	6,300	14,000	14,000	17,000	6.20E+07	48,000	2.30E+05
Beryllium	7440417	NA	51,000	(G)	NLV	NLV	NLV	NLV	1.30E+06	4.10E+05	NA
bis(2-Chloroethoxy)ethane	112265	NA	ID	ID	NLV	NLV	NLV	NLV	ID	ID	2.70E+06
bis(2-Chloroethyl)ether (I)	111444	NA	100	100 (M); 20	8,300	3,800	3,800	3,800	9.40E+06	13,000	2.20E+06
bis(2-Ethylhexyl)phthalate	117817	NA	NLL	NLL	NLV	NLV	NLV	NLV	7.00E+08	2.80E+06	1.00E+07
Boron (B)	7440428	NA	10,000	1.4E+5 (X)	NLV	NLV	NLV	NLV	ID	4.8E+7 (DD)	NA
Bromate	15541454	NA	200	800 (X)	NLV	NLV	NLV	NLV	ID	17,000	NA
Bromobenzene (I)	108861	NA	550	NA	3.10E+05	4.50E+05	4.50E+05	4.50E+05	5.30E+08	5.40E+05	7.60E+05
Bromodichloromethane	75274	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06
Bromoform	75252	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	2.80E+09	8.20E+05	8.70E+05
Bromomethane	74839	NA	200	700	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06
n-Butanol (I)	71363	NA	19,000	2.00E+05	NLV	NLV	NLV	NLV	2.30E+10	2.9E+7 (C)	8.70E+06
2-Butanone (MEK) (I)	78933	NA	2.60E+05	44,000	5.4E+7 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.2E+8 (C, DD)	2.70E+07
n-Butyl acetate	123864	NA	11,000	NA	5.6E+7 (C)	1.10E+08	2.60E+08	3.20E+08	4.70E+11	1.7E+7 (C)	1.10E+06
t-Butyl alcohol	75650	NA	78,000	NA	3.1E+8 (C)	9.70E+07	2.00E+08	2.00E+08	1.30E+11	1.2E+8 (C)	1.10E+08
Butyl benzyl phthalate	85687	NA	2.2E+6 (C)	1.2E+5 (X)	NLV	NLV	NLV	NLV	4.70E+10	3.6E+7 (C)	3.10E+05
n-Butylbenzene	104518	NA	1,600	ID	ID	ID	ID	ID	2.00E+09	2.50E+06	1.00E+07

TABLE 2. SOIL: RESIDENTIAL

PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

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sec-Butylbenzene	135988	NA	1,600	ID	ID	ID	ID	ID	4.00E+08	2.50E+06	1.00E+07
t-Butylbenzene (I)	98066	NA	1,600	ID	ID	ID	ID	ID	6.70E+08	2.50E+06	1.00E+07
Cadmium (B)	7440439	1,200	6,000	(G,X)	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA
Camphene (I)	79925	NA	ID	NA	3,700	1.50E+05	9.10E+05	2.20E+06	5.30E+09	ID	NA
Caprolactam	105602	NA	1.20E+05	NA	NLV	NLV	NLV	NLV	6.70E+08	5.3E+7 (DD)	NA
Carbaryl	63252	NA	14,000	NA	ID	ID	ID	ID	ID	2.20E+07	NA
Carbazole	86748	NA	9,400	1,100	NLV	NLV	NLV	NLV	6.20E+07	5.30E+05	NA
Carbofuran	1563662	NA	800	NA	NLV	NLV	NLV	NLV	ID	1.10E+06	NA
Carbon disulfide (I,R)	75150	NA	16,000	ID	76,000	1.30E+06	7.90E+06	1.90E+07	4.70E+10	7.2E+6 (C, DD)	2.80E+05
Carbon tetrachloride	56235	NA	100	900 (X)	190	3,500	12,000	28,000	1.30E+08	96,000	3.90E+05
Chlordane (J)	57749	NA	NLL	NLL	1.10E+07	1.20E+06	1.20E+06	1.20E+06	3.10E+07	31,000	NA
Chloride	16887006	NA	5.00E+06	(X)	NLV	NLV	NLV	NLV	ID	5.0E+5 (F)	NA
Chlorobenzene (I)	108907	NA	2,000	500	1.20E+05	7.70E+05	9.90E+05	2.10E+06	4.70E+09	4.3E+6 (C)	2.60E+05
p-Chlorobenzene sulfonic acid	98668	NA	1.50E+05	ID	ID	ID	ID	ID	ID	2.30E+08	ID
1-Chloro-1,1-difluoroethane	75683	NA	3.00E+05	NA	2.9E+6 (C)	7.90E+07	5.60E+08	1.40E+09	3.30E+12	4.7E+8 (C)	9.60E+05
Chloroethane	75003	NA	8,600	22,000 (X)	2.9E+6 (C)	3.00E+07	1.20E+08	2.80E+08	6.70E+11	2.6E+6 (C)	9.50E+05
2-Chloroethyl vinyl ether	110758	NA	ID	NA	ID	ID	ID	ID	ID	ID	1.90E+06
Chloroform	67663	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+05	1.30E+09	1.20E+06	1.50E+06
Chloromethane (I)	74873	NA	5,200	ID	2,300	40,000	4.10E+05	1.00E+06	4.90E+09	1.6E+6 (C)	1.10E+06
4-Chloro-3-methylphenol	59507	NA	5,800	280	NLV	NLV	NLV	NLV	ID	4.50E+06	NA
beta-Chloronaphthalene	91587	NA	6.20E+05	NA	ID	ID	ID	ID	ID	5.60E+07	NA
2-Chlorophenol	95578	NA	900	360	4.30E+05	9.60E+05	9.60E+05	9.60E+05	1.20E+09	1.40E+06	1.90E+07
o-Chlorotoluene (I)	95498	NA	3,300	ID	2.70E+05	1.20E+06	2.90E+06	6.30E+06	4.70E+09	4.5E+6 (C)	5.00E+05
Chlorpyrifos	2921882	NA	17,000	1,500	130	4,600	23,000	55,000	1.30E+08	1.10E+07	NA
Chromium (III) (B,H)	16065831	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	NLV	NLV	3.30E+08	7.90E+08	NA
Chromium (VI)	18540299	NA	30,000	3,300	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA
Chrysene (Q)	218019	NA	NLL	NLL	ID	ID	ID	ID	ID	2.00E+06	NA

TABLE 2. SOIL: RESIDENTIAL
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Cobalt	7440484	6,800	800	2,000	NLV	NLV	NLV	NLV	1.30E+07	2.60E+06	NA
Copper (B)	7440508	32,000	5.80E+06	(G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA
Cyanazine	21725462	NA	200	1,100 (X)	NLV	NLV	NLV	NLV	ID	14,000	NA
Cyanide (P,R)	57125	390 (total)	4,000	100	NLV	NLV	NLV	NLV	2.50E+05	12,000	NA
Cyclohexanone	108941	NA	5.20E+06	NA	17,000	1.00E+06	1.10E+07	2.70E+07	6.70E+10	1.0E+9 (C,D)	2.20E+08
Dacthal	1861321	NA	50,000	NA	NLV	NLV	NLV	NLV	ID	2.30E+06	NA
Dalapon	75990	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	1.90E+07	5.90E+07
4-4'-DDD	72548	NA	NLL	NLL	NLV	NLV	NLV	NLV	4.40E+07	95,000	NA
4-4'-DDE	72559	NA	NLL	NLL	NLV	NLV	NLV	NLV	3.20E+07	45,000	NA
4-4'-DDT	50293	NA	NLL	NLL	NLV	NLV	NLV	NLV	3.20E+07	57,000	NA
Decabromodiphenyl ether	1163195	NA	1.40E+05	NA	1.0E+9 (D)	8.60E+07	8.60E+07	8.60E+07	2.30E+09	3.80E+06	NA
Di-n-butyl phthalate	84742	NA	9.6E+5 (C)	11,000	NLV	NLV	NLV	NLV	3.30E+09	2.7E+7 (C)	7.60E+05
Di(2-ethylhexyl) adipate	103231	NA	1.3E+7 (C)	ID	NLV	NLV	NLV	NLV	9.20E+09	1.5E+7 (C, DD)	9.60E+05
Di-n-octyl phthalate	117840	NA	1.00E+08	ID	NLV	NLV	NLV	NLV	3.10E+10	6.90E+06	1.40E+08
Diacetone alcohol (I)	123422	NA	ID	NA	NLV	NLV	NLV	NLV	1.60E+11	ID	1.10E+08
Diazinon	333415	NA	95	72	NLV	NLV	NLV	NLV	ID	12,000 (DD)	3.10E+05
Dibenzo(a,h)anthracene (Q)	53703	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA
Dibenzofuran	132649	NA	ID	1,700	2.00E+06	1.30E+05	1.30E+05	1.30E+05	6.70E+06	ID	NA
Dibromochloromethane	124481	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05
Dibromochloropropane	96128	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4,400 (C)	1,200
Dibromomethane	74953	NA	1,600	NA	ID	ID	ID	ID	ID	2.5E+6 (C)	2.00E+06
Dicamba	1918009	NA	4,400	NA	NA	NLV	NLV	NLV	ID	3.40E+06	NA
1,2-Dichlorobenzene	95501	NA	14,000	280	1.1E+7 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.9E+7 (C)	2.10E+05
1,3-Dichlorobenzene	541731	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.0E+5 (C)	1.70E+05
1,4-Dichlorobenzene	106467	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA
3,3'-Dichlorobenzidine	91941	NA	2,000 (M); 28	2,000 (M); 7.4	NLV	NLV	NLV	NLV	6.50E+06	6,600	NA
Dichlorodifluoromethane	75718	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.2E+7 (C)	1.00E+06

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1,1-Dichloroethane	75343	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.7E+7 (C)	8.90E+05
1,2-Dichloroethane (I)	107062	NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.20E+08	91,000	1.20E+06
1,1-Dichloroethylene (I)	75354	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05
cis-1,2-Dichloroethylene	156592	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.5E+6 (C)	6.40E+05
trans-1,2-Dichloroethylene	156605	NA	2,000	30,000 (X)	23,000	2.80E+05	8.30E+05	2.00E+06	4.70E+09	3.8E+6 (C)	1.40E+06
2,6-Dichloro-4-nitroaniline	99309	NA	44,000	NA	NLV	NLV	NLV	NLV	ID	6.80E+07	NA
2,4-Dichlorophenol	120832	NA	1,500	330 (M); 220	NLV	NLV	NLV	NLV	5.10E+09	6.6E+5 (DD)	1.80E+06
2,4-Dichlorophenoxy acetic acid	94757	NA	1,400	4,400	NLV	NLV	NLV	NLV	6.70E+09	2.50E+06	NA
1,2-Dichloropropane (I)	78875	NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05
1,3-Dichloropropene	542756	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05
Dichlorovos	62737	NA	50 (M); 32	NA	NLV	NLV	NLV	NLV	3.30E+07	10,000	2.20E+06
Dicyclohexyl phthalate	84617	NA	ID	NA	ID	ID	ID	ID	ID	ID	NA
Dieldrin	60571	NA	NLL	NLL	1.40E+05	19,000	19,000	19,000	6.80E+05	1,100	NA
Diethyl ether	60297	NA	200	ID	2.8E+7 (C)	8.50E+07	1.50E+08	3.40E+08	8.00E+11	1.1E+8 (C)	7.40E+06
Diethyl phthalate	84662	NA	1.10E+05	2,200	NLV	NLV	NLV	NLV	3.30E+09	1.7E+8 (C)	7.40E+05
Diethylene glycol monobutyl ether	112345	NA	1,800	NA	NLV	NLV	NLV	NLV	1.30E+09	2.70E+06	1.10E+08
Diisopropyl ether	108203	NA	600	ID	6.7E+5 (C)	3.40E+05	7.60E+05	1.80E+06	4.10E+09	9.2E+5 (C)	1,300
Diisopropylamine (I)	108189	NA	110	NA	5.50E+06	6.20E+06	6.20E+06	7.30E+06	1.30E+10	1.70E+05	6.70E+06
Dimethyl phthalate	131113	NA	1.5E+6 (C)	NA	NLV	NLV	NLV	NLV	3.30E+09	1.0E+9 (C,D)	7.90E+05
N,N-Dimethylacetamide	127195	NA	3,600	82,000 (X)	NLV	NLV	NLV	NLV	ID	5.60E+06	1.10E+08
N,N-Dimethylaniline	121697	NA	320	NA	1.70E+05	1.50E+05	1.50E+05	1.50E+05	2.60E+08	5.00E+05	8.00E+05
Dimethylformamide (I)	68122	NA	14,000	NA	NLV	NLV	NLV	NLV	2.00E+09	2.20E+07	1.10E+08
2,4-Dimethylphenol	105679	NA	7,400	7,600	NLV	NLV	NLV	NLV	4.70E+09	1.10E+07	NA
2,6-Dimethylphenol	576261	NA	330 (M); 88	NA	NLV	NLV	NLV	NLV	1.30E+08	1.40E+05	NA
3,4-Dimethylphenol	95658	NA	330 (M); 200	500	NLV	NLV	NLV	NLV	2.30E+08	3.20E+05	NA
Dimethylsulfoxide	67685	NA	4.40E+06	3.80E+06	NLV	NLV	NLV	NLV	1.30E+09	1.0E+9 (C,D)	1.80E+07
2,4-Dinitrotoluene	121142	NA	430	NA	NLV	NLV	NLV	NLV	1.60E+07	48,000	NA

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Dinoseb	88857	NA	300	200 (M); 43	NLV	NLV	NLV	NLV	2.70E+08	66,000 (DD)	1.40E+05
1,4-Dioxane (I)	123911	NA	1,700	56,000 (X)	NLV	NLV	NLV	NLV	5.70E+08	5.30E+05	9.70E+07
Diquat	85007	NA	400	400	NLV	NLV	NLV	NLV	ID	5.00E+05	NA
Diuron	330541	NA	620	NA	NLV	NLV	NLV	NLV	4.70E+08	9.70E+05	NA
Endosulfan (J)	115297	NA	NLL	NLL	ID	ID	ID	ID	ID	1.40E+06	NA
Endothall	145733	NA	NLL	NLL	NLV	NLV	NLV	NLV	2.30E+09	3.80E+06	NA
Endrin	72208	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	65,000	NA
Epichlorohydrin (I)	106898	NA	100	NA	64,000	31,000	31,000	35,000	6.70E+07	8,900	7.30E+06
Ethanol (I)	64175	NA	3.80E+07	ID	NLV	NLV	NLV	NLV	1.30E+12	1.0E+9 (C,D,DD)	1.10E+08
Ethyl acetate (I)	141786	NA	1.30E+05	NA	3.8E+7 (C)	4.90E+07	4.90E+07	9.80E+07	2.10E+11	2.0E+8 (C)	7.50E+06
Ethyl-tert-butyl ether (ETBE)	637923	NA	980	ID	5.40E+05	1.90E+06	4.50E+06	1.10E+07	2.50E+10	ID	6.50E+05
Ethylbenzene (I)	100414	NA	1,500	360	87,000	7.20E+05	1.00E+06	2.20E+06	1.00E+10	2.2E+7 (C)	1.40E+05
Ethylene dibromide	106934	NA	20 (M); 1.0	110 (X)	670	1,700	1,700	3,300	1.40E+07	92	8.90E+05
Ethylene glycol	107211	NA	3.00E+05	3.8E+6 (X)	NLV	NLV	NLV	NLV	6.70E+10	4.5E+8 (C)	1.10E+08
Ethylene glycol monobutyl ether	111762	NA	74,000	NA	7.40E+05	1.80E+07	1.50E+08	3.60E+08	8.70E+11	1.1E+8 (C)	4.10E+07
Fluoranthene	206440	NA	7.30E+05	5,500	1.0E+9 (D)	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA
Fluorene	86737	NA	3.90E+05	5,300	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	NA
Fluorine (soluble fluoride) (B)	7782414	NA	40,000	ID	NLV	NLV	NLV	NLV	ID	9.0E+6 (DD)	NA
Formaldehyde	50000	NA	26,000	2,400	12,000	13,000	23,000	52,000	2.40E+08	4.10E+07	6.00E+07
Formic acid (I,U)	64186	NA	2.00E+05	ID	1.50E+06	2.10E+05	1.40E+05	1.40E+05	1.30E+08	3.2E+8 (C)	1.10E+08
1-Formylpiperidine	2591868	NA	1,600	NA	ID	ID	ID	ID	ID	2.50E+06	1.00E+07
Gentian violet	548629	NA	300	NA	NLV	NLV	NLV	NLV	ID	96,000	NA
Glyphosate	1071836	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	1.1E+7 (DD)	NA
Heptachlor	76448	NA	NLL	NLL	3.50E+05	62,000	62,000	62,000	2.40E+06	5,600	NA
Heptachlor epoxide	1024573	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.20E+06	3,100	NA
n-Heptane	142825	NA	4.6E+7 (C)	NA	1.5E+6 (C)	2.10E+07	4.40E+07	1.00E+08	2.30E+11	9.9E+8 (C)	2.40E+05
Hexabromobenzene	87821	NA	5,400	ID	ID	ID	ID	ID	ID	1.10E+06	NA

TABLE 2. SOIL: RESIDENTIAL
PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

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Hexachlorobenzene (C-66)	118741	NA	1,800	350	41,000	17,000	17,000	17,000	6.80E+06	8,900	NA
Hexachlorobutadiene (C-46)	87683	NA	26,000	91	1.30E+05	1.30E+05	1.30E+05	1.30E+05	1.40E+08	1.00E+05	3.50E+05
alpha-Hexachlorocyclohexane	319846	NA	18	ID	30,000	12,000	22,000	25,000	1.70E+06	2,600	NA
beta-Hexachlorocyclohexane	319857	NA	37	ID	NLV	NLV	NLV	NLV	5.90E+06	5,400	NA
Hexachlorocyclopentadiene (C-56)	77474	NA	3.20E+05	ID	30,000	50,000	50,000	50,000	1.30E+07	2.3E+6 (C)	7.20E+05
Hexachloroethane	67721	NA	430	1,800 (X)	40,000	5.50E+05	9.30E+05	9.30E+05	2.30E+08	2.30E+05	NA
n-Hexane	110543	NA	1.8E+5 (C)	NA	5.1E+5 (C)	3.00E+06	3.20E+06	6.20E+06	1.30E+10	9.2E+7 (C)	44,000
2-Hexanone	591786	NA	20,000	ID	9.90E+05	1.10E+06	1.10E+06	1.40E+06	2.70E+09	3.2E+7 (C)	2.50E+06
Indeno(1,2,3-cd) pyrene (Q)	193395	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA
Iron (B)	7439896	1.20E+07	6,000	NA	NLV	NLV	NLV	NLV	ID	1.60E+08	NA
Isobutyl alcohol (I)	78831	NA	46,000	NA	2.3E+8 (C)	7.90E+07	7.90E+07	7.90E+07	1.00E+11	7.2E+7 (C)	8.90E+06
Isophorone	78591	NA	15,000	26,000 (X)	NLV	NLV	NLV	NLV	1.20E+10	4.8E+6 (C)	2.40E+06
Isopropyl alcohol (I)	67630	NA	9,400	1.1E+6 (X)	NLV	NLV	NLV	NLV	1.50E+10	1.40E+07	1.10E+08
Isopropyl benzene	98828	NA	91,000	3,200	4.0E+5 (C)	1.70E+06	1.70E+06	2.80E+06	5.80E+09	2.5E+7 (C)	3.90E+05
Lead (B)	7439921	21,000	7.00E+05	(G,X)	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA
Lindane	58899	NA	20 (M); 7.0	20 (M); 1.1	ID	ID	ID	ID	ID	8,300	NA
Lithium (B)	7439932	9,800	3,400	8,800	NLV	NLV	NLV	NLV	2.30E+09	4.2E+6 (DD)	NA
Magnesium (B)	7439954	NA	8.00E+06	NA	NLV	NLV	NLV	NLV	6.70E+09	1.0E+9 (D)	NA
Manganese (B)	7439965	4.40E+05	1,000	(G,X)	NLV	NLV	NLV	NLV	3.30E+06	2.50E+07	NA
Mercury (Total) (B,Z)	Varies	130	1,700	50 (M); 1.2	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	NA
Methane	74828	NA	ID	NA	8.4E+6 ug/m3 (GG)	ID	ID	ID	ID	ID	ID
Methanol	67561	NA	74,000	1.2E+7 (C)	3.7E+7 (C)	3.10E+07	4.40E+07	9.60E+07	2.20E+11	1.1E+8 (C)	3.10E+06
Methoxychlor	72435	NA	16,000	NA	ID	ID	ID	ID	ID	1.90E+06	NA
2-Methoxyethanol (I)	109864	NA	150	NA	NLV	NLV	NLV	NLV	1.30E+09	2.30E+05	1.10E+08
2-Methyl-4-chlorophenoxyacetic acid	94746	NA	390	NA	NLV	NLV	NLV	NLV	ID	2.30E+05	NA
2-Methyl-4,6-dinitrophenol	534521	NA	830 (M); 400	NA	NLV	NLV	NLV	NLV	1.30E+08	79,000	NA
N-Methyl-morpholine (I)	109024	NA	400	NA	NLV	NLV	NLV	NLV	ID	6.10E+05	1.10E+08

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Methyl parathion	298000	NA	46	NA	NLV	NLV	NLV	NLV	ID	56,000	NA
4-Methyl-2-pentanone (MIBK) (I)	108101	NA	36,000	ID	3.7E+7 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.6E+7 (C)	2.70E+06
Methyl-tert-butyl ether (MTBE)	1634044	NA	800	1.4E+5 (X)	9.9E+6 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06
Methylcyclopentane (I)	96377	NA	ID	NA	92,000	2.30E+06	8.20E+06	2.00E+07	4.70E+10	ID	3.50E+05
4,4'-Methylene-bis-2-chloroaniline (MBOCA)	101144	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.40E+07	6,800	NA
Methylene chloride	75092	NA	100	30,000 (X)	45,000	2.10E+05	5.90E+05	1.40E+06	6.60E+09	1.30E+06	2.30E+06
2-Methylnaphthalene	91576	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA
Methylphenols (J)	1319773	NA	7,400	1,000 (M); 600	NLV	NLV	NLV	NLV	6.70E+09	1.10E+07	NA
Metolachlor	51218452	NA	4,800	300	NLV	NLV	NLV	NLV	ID	1.5E+6 (C, DD)	4.40E+05
Metribuzin	21087649	NA	3,600	NA	ID	ID	ID	ID	ID	9.60E+06	NA
Mirex	2385855	NA	NLL	NLL	ID	ID	ID	ID	ID	9,600	NA
Molybdenum (B)	7439987	NA	1,500	64,000 (X)	NLV	NLV	NLV	NLV	ID	2.60E+06	NA
Naphthalene	91203	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA
Nickel (B)	7440020	20,000	1.00E+05	(G)	NLV	NLV	NLV	NLV	1.30E+07	4.00E+07	NA
Nitrate (B,N)	14797558	NA	2.0E+5 (N)	ID	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrite (B,N)	14797650	NA	20,000 (N)	NA	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrobenzene (I)	98953	NA	330 (M); 68	3,600 (X)	91,000	54,000	54,000	54,000	4.70E+07	1.00E+05	4.90E+05
2-Nitrophenol	88755	NA	400	ID	NLV	NLV	NLV	NLV	ID	6.30E+05	NA
n-Nitroso-di-n-propylamine	621647	NA	330 (M); 100	NA	NLV	NLV	NLV	NLV	1.60E+06	1,200	1.50E+06
N-Nitrosodiphenylamine	86306	NA	5,400	NA	NLV	NLV	NLV	NLV	2.20E+09	1.70E+06	NA
Oxamyl	23135220	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	8.60E+06	NA
Oxo-hexyl acetate	88230357	NA	1,500	NA	ID	ID	ID	ID	5.40E+09	2.30E+06	1.00E+07
Pendimethalin	40487421	NA	1.10E+06	NA	NLV	NLV	NLV	NLV	ID	4.60E+07	NA
Pentachlorobenzene	608935	NA	29,000	9,500	ID	ID	ID	ID	ID	3.2E+5 (C)	1.90E+05
Pentachloronitrobenzene	82688	NA	37,000	NA	1.20E+05	2.30E+05	2.30E+05	2.30E+05	3.30E+08	1.70E+06	NA
Pentachlorophenol	87865	NA	22	(G,X)	NLV	NLV	NLV	NLV	1.00E+08	90,000	NA
Pentane	109660	NA	ID	NA	9.7E+5 (C)	3.70E+07	3.10E+08	5.80E+08	1.20E+12	ID	2.40E+05

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2-Pentene (I)	109682	NA	ID	NA	ID	ID	ID	ID	ID	ID	2.20E+05
Phenanthrene	85018	NA	56,000	2,100	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	NA
Phenol	108952	NA	88,000	9,000	NLV	NLV	NLV	NLV	4.00E+10	4.0E+7 (C, DD)	1.20E+07
Phenytoin	57410	NA	830	4300 (X)	NLV	NLV	NLV	NLV	2.20E+08	1.00E+05	NA
Phosphorus (Total)	7723140	NA	1.30E+06	(EE)	NLV	NLV	NLV	NLV	6.70E+07	1.0E+9 (D)	NA
Phthalic acid	88993	NA	2.80E+05	NA	NLV	NLV	NLV	NLV	ID	4.3E+8 (C)	1.70E+06
Phthalic anhydride	85449	NA	3.00E+05	NA	NLV	NLV	NLV	NLV	ID	4.7E+8 (C)	1.10E+06
Picloram	1918021	NA	10,000	920	NLV	NLV	NLV	NLV	ID	1.60E+07	NA
Piperidine	110894	NA	64	NA	NLV	NLV	NLV	NLV	9.30E+09	99,000	1.20E+08
Polybrominated biphenyls (J)	67774327	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	1,200	NA
Polychlorinated biphenyls (PCBs) (J,T)	1336363	NA	NLL	NLL	3.00E+06	2.40E+05	7.90E+06	7.90E+06	5.20E+06	(T)	NA
Prometon	1610180	NA	4,900	NA	NLV	NLV	NLV	NLV	ID	5.00E+06	NA
Propachlor	1918167	NA	1,900	NA	NLV	NLV	NLV	NLV	ID	2.90E+06	NA
Propazine	139402	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	6.10E+06	NA
Propionic acid	79094	NA	2.40E+05	ID	NLV	NLV	NLV	NLV	2.00E+10	3.8E+8 (C)	1.10E+08
Propyl alcohol (I)	71238	NA	28,000	NA	NLV	NLV	NLV	NLV	4.90E+10	1.3E+7 (DD)	1.10E+08
n-Propylbenzene (I)	103651	NA	1,600	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07
Propylene glycol	57556	NA	3.00E+06	5.80E+06	NLV	NLV	NLV	NLV	4.00E+11	1.0E+9 (C,D)	1.10E+08
Pyrene	129000	NA	4.80E+05	ID	1.0E+9 (D)	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	NA
Pyridine (I)	110861	NA	400	NA	1,100	8,200	40,000	97,000	2.30E+08	2.3E+5 (C)	37,000
Selenium (B)	7782492	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA
Silver (B)	7440224	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA
Silvex (2,4,5-TP)	93721	NA	3,600	2,200	NLV	NLV	NLV	NLV	ID	1.70E+06	NA
Simazine	122349	NA	80	340	NLV	NLV	NLV	NLV	ID	1.20E+06	NA
Sodium	17341252	NA	4.60E+06	NA	NLV	NLV	NLV	NLV	ID	1.0E+9 (D)	NA
Sodium azide	26628228	NA	1,800	1,000	ID	ID	ID	ID	ID	2.70E+06	NA
Strontium (B)	7440246	NA	92,000	4.20E+05	NLV	NLV	NLV	NLV	ID	3.30E+08	NA

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Styrene	100425	NA	2,700	2,100 (X)	2.50E+05	9.70E+05	9.70E+05	1.40E+06	5.50E+09	4.00E+05	5.20E+05
Sulfate	14808798	NA	5.00E+06	NA	NLV	NLV	NLV	NLV	ID	ID	NA
Tebuthiuron	34014181	NA	10,000	NA	NLV	NLV	NLV	NLV	ID	4.6E+6 (DD)	NA
2,3,7,8-Tetrabromodibenzo-p-dioxin (O)	50585416	NA	NLL	NLL	NLV	NLV	NLV	NLV	(O)	(O)	NA
1,2,4,5-Tetrachlorobenzene	95943	NA	1.50E+06	3,400 (X)	5.80E+05	2.30E+05	2.30E+05	2.30E+05	6.70E+07	7.70E+07	NA
2,3,7,8-Tetrachlorodibenzo-p-dioxin (O)	1746016	NA	NLL	NLL	NLV	NLV	NLV	NLV	71 (O)	0.09 (O)	NA
1,1,1,2-Tetrachloroethane	630206	NA	1,500	ID	6,200	36,000	54,000	1.00E+05	4.20E+08	4.8E+5 (C)	4.40E+05
1,1,2,2-Tetrachloroethane	79345	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05
Tetrachloroethylene	127184	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.0E+5 (C)	88,000
Tetrahydrofuran	109999	NA	1,900	2.2E+5 (X)	1.30E+06	1.30E+07	6.70E+07	1.60E+08	3.90E+11	2.90E+06	1.20E+08
Tetranitromethane	509148	NA	ID	NA	500(M); 110	500 (M); 51	ID	ID	2.10E+05	ID	ID
Thallium (B)	7440280	NA	2,300	4,200 (X)	NLV	NLV	NLV	NLV	1.30E+07	35,000	NA
Toluene (I)	108883	NA	16,000	5,400	3.3E+5 (C)	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.0E+7 (C)	2.50E+05
p-Toluidine	106490	NA	660 (M); 300	NA	NLV	NLV	NLV	NLV	1.00E+08	94,000	1.20E+06
Toxaphene	8001352	NA	24,000	8,200	NLV	NLV	NLV	NLV	9.70E+06	20,000	NA
Triallate	2303175	NA	95,000	NA	ID	ID	ID	ID	ID	2.9E+6 (C)	2.50E+05
Tributylamine	102829	NA	7,800	ID	5.80E+05	6.00E+05	6.00E+05	6.00E+05	4.70E+08	7.90E+05	3.70E+06
1,2,4-Trichlorobenzene	120821	NA	4,200	5,900 (X)	9.6E+6 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.9E+5 (DD)	1.10E+06
1,1,1-Trichloroethane	71556	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.0E+8 (C)	4.60E+05
1,1,2-Trichloroethane	79005	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05
Trichloroethylene	79016	NA	100	4,000 (X)	1,000	11,000	25,000	57,000	1.30E+08	1.1E+5 (DD)	5.00E+05
Trichlorofluoromethane	75694	NA	52,000	NA	2.8E+6 (C)	9.20E+07	6.30E+08	1.50E+09	3.80E+12	7.9E+7 (C)	5.60E+05
2,4,5-Trichlorophenol	95954	NA	39,000	NA	NLV	NLV	NLV	NLV	2.30E+10	2.30E+07	NA
2,4,6-Trichlorophenol	88062	NA	2,400	330 (M); 100	NLV	NLV	NLV	NLV	1.00E+09	7.10E+05	NA
1,2,3-Trichloropropane	96184	NA	840	NA	4,000	9,200	9,200	11,000	2.00E+07	1.3E+6 (C)	8.30E+05
1,1,2-Trichloro-1,2,2-trifluoroethane	76131	NA	9.0E+6 (C)	1,700	5.1E+6 (C)	1.80E+08	8.80E+08	2.10E+09	5.10E+12	1.0E+9 (C,D)	5.50E+05
Triethanolamine	102716	NA	74,000	NA	NLV	NLV	NLV	NLV	3.30E+09	1.10E+08	1.10E+08

TABLE 2. SOIL: RESIDENTIAL

PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

All criteria, unless otherwise noted, are expressed in units of parts per billion (ppb). One ppb is equivalent to 1 microgram per kilogram (ug/kg). Criteria with 6 or more digits are expressed in scientific notation. For example, 200,000 is presented as 2.0E+5. A footnote is designated by a letter in parentheses and is explained in the footnote pages that follow the criteria tables. When the risk-based criterion is less than the target detection limit (TDL), the TDL is listed as the criterion (§324.20120a(10)). In these cases, 2 numbers are present in the cell. The first number is the criterion (i.e., TDL), and the second number is the risk-based value.

			Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
Triethylene glycol	112276	NA	86,000	NA	NLV	NLV	NLV	NLV	ID	3.9E+7 (C,DD)	1.10E+05
3-Trifluoromethyl-4-nitrophenol	88302	NA	1.10E+05	NA	NLV	NLV	NLV	NLV	ID	4.1E+7 (DD)	NA
Trifluralin	1582098	NA	1.90E+05	NA	ID	ID	ID	ID	ID	2.00E+06	NA
2,2,4-Trimethyl pentane	540841	NA	ID	NA	1.1E+5 (C)	5.20E+06	3.90E+07	9.60E+07	2.30E+11	ID	19,000
2,4,4-Trimethyl-2-pentene (I)	107404	NA	ID	NA	ID	ID	ID	ID	ID	ID	56,000
1,2,4-Trimethylbenzene (I)	95636	NA	2,100	570	4.3E+6 (C)	2.10E+07	5.00E+08	5.00E+08	8.20E+10	3.2E+7 (C)	1.10E+05
1,3,5-Trimethylbenzene (I)	108678	NA	1,800	1,100	2.6E+6 (C)	1.60E+07	3.80E+08	3.80E+08	8.20E+10	3.2E+7 (C)	94,000
Triphenyl phosphate	115866	NA	1.5E+6 (C)	NA	NLV	NLV	NLV	NLV	ID	3.6E+7 (C)	1.10E+05
tris(2,3-Dibromopropyl)phosphate	126727	NA	930	ID	82,000 (C)	18,000	18,000	18,000	5.90E+06	4,400	27,000
Urea	57136	NA	ID	NA	NLV	NLV	NLV	NLV	ID	ID	NA
Vanadium	7440622	NA	72,000	4.30E+05	NLV	NLV	NLV	NLV	ID	7.5E+5 (DD)	NA
Vinyl acetate (I)	108054	NA	13,000	NA	7.90E+05	1.70E+06	2.60E+06	5.80E+06	1.30E+10	5.8E+6 (C,DD)	2.40E+06
Vinyl chloride	75014	NA	40	260 (X)	270	4,200	30,000	73,000	3.50E+08	3,800	4.90E+05
White phosphorus (R)	12185103	NA	2.2	NA	NLV	NLV	NLV	NLV	ID	2,300 (DD)	NA
Xylenes (I)	1330207	NA	5,600	820	6.3E+6 (C)	4.60E+07	6.10E+07	1.30E+08	2.90E+11	4.1E+8 (C)	1.50E+05
Zinc (B)	7440666	47,000	2.40E+06	(G)	NLV	NLV	NLV	NLV	ID	1.70E+08	NA

APPENDIX 2: MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – NESHAP PROGRAM

A. NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH – ONE STOP SUBMITTAL INSTRUCTIONS

The Department of Environmental Quality is pleased to announce the ability to submit the **Notification of Intent to Renovate/Demolish** form on-line. You will be able to submit electronically by accessing and using the Michigan Business One Stop site. We have made enhancements to help better serve you. To get started click the following link:

http://www.michigan.gov/business

If you are a new user you will need to register. This is a one-time registration for your business. Instructions with graphics are attached. For questions with navigation call the toll free # for Michigan Business One Stop Customer Assistance Center is 1.877.766.1779 (M - F, 7 am - 6 pm).

You will now see the following page.

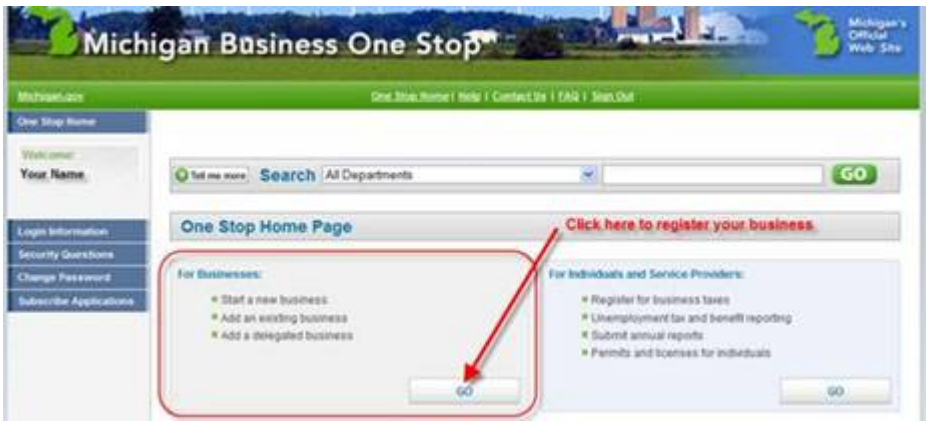
From here you can:

- Access One Stop tutorials
- Take the One Stop tour
- Try the One Stop simulator

For new users, you will need to register for a One Stop identification and password. This process can be started by clicking on the GO button under the Start & Register section.

For registered users with a user ID and password (or after registering) you can enter your user ID and password in the provided entry fields and click the GO button under the Registered User section.

Your final step is to register your business by clicking on the GO button under the For Business section.



Follow the instructions to register your business in One Stop. This is a onetime process that you may need your papers and documents from creating your business.

Asbestos NESHAP Program
Technical Programs Unit
Michigan DEQ-Air Quality Division

GENESEE COUNTY LANDBANK
452 S Saginaw 2nd Floor
Flint, MI 48502
810-257-3088

NOTICE TO ALL CONTRACTORS

Representatives of the City of Flint and the Genesee County Land Bank met Tuesday, November 5, 2013 with representatives from the local landfills, MIOSHA, and MDEQ. The following notice outlines several important compliance issues that were discussed in that meeting. Please be advised that upon signing a contract with the Genesee County Land Bank, you will be considered to be in receipt of this memorandum. It will further be assumed that your organization has read and understood the outlined issues, and agreed to comply with the outlined actions to be taken in response.

1) **NOTIFICATIONS** to the State for an ordered demo must include the language "structurally unsound and in imminent danger of collapse" and must be certified by a qualified government official. Several of you have some emergency/ordered structures that you have not yet notified for. I will be preparing a new letter for you to include in your notification and contacting you each individually.

2) **LICENSING**: Per MIOSHA, only contractors that are licensed under the company name can perform ordered demos, which are to be presumed to contain friable asbestos. A state issued accreditation card for asbestos work is not an asbestos abatement contractors license as defined by PA 135 of 1986 Asbestos Abatement Contractors Licensing Act. Any contractor demolishing a structure that is presumed to be containing must follow MIOSHA regulations in the demolition process (i.e. have masks, suits, HEPA vacuums, showers, etc.) on site. For clarification and assistance with compliance, please contact Scott Thelen at MIOSHA (contact information to follow).

3) **ABATEMENT:** As far as MIOSHA is concerned, an ordered demolition qualifies as Class I abatement work as asbestos is still literally being removed from the site.

4) **SURVEYS**: Contractors must have a copy of a completed (asbestos) survey on site at all times for all demos, unless the structure is an ordered demolition and presumed to contain friable asbestos. In which case, the contractor must meet the requirements mentioned above. I would further note that all manifests associated with ordered demolitions need to clearly state "friable asbestos."

5) **TRANSITE** siding will be sampled and removed regardless if it is an ordered demolition or regular demolition in accordance to NESHAP and MIOSHA regulations. The only exception for transite is if the building is deemed structurally unsafe to remove it will be demolished as asbestos containing.

6) **WETTING**: NESHAP has guidelines and waivers regarding wetting of ordered demos in temperatures below 32 degrees (including daily temperature logs); MIOSHA however, never waives a requirement and informed us that demos will still need to be wetted for worker safety in the winter months. Mr. Thelen suggested there are some methods of compliance to avoid the hazard caused be freezing (i.e. mixing water with agents that stop it from freezing). He can be contacted for further information regarding compliance. Be aware that whatever method you use to mitigate the freezing hazard will have to remain compliant with other environmental regulations.

7) **BURNT TO THE FOUNDATION:** Structures that have been burned to the foundation, and thus are "totally destroyed by fire" ARE subject to NESHAP regulations when doing demolition. This means that waste generated in the demolition of structures burnt to the foundation **does** have to be disposed of as RACM. MIOSHA regulations also apply.

8) **NON-FRIABLES**: *While on site*, per MIOSHA, non-friable ACMs (which are not regulated by NESHAP) must be treated as containing. However, for transportation and disposal purposes, non-friables can be disposed of as regular C & D.

9) **WASTE DISPOSAL**: Waste manifests from the contractors and the dump tickets from the landfills must match, with all friable and non-friable asbestos clearly and correctly identified on the waste manifest **and** dump ticket. Finally, contractors are required to notify landfills in advance when planning to bring Regulated Asbestos Containing Materials (RACM) for disposal.

10) **FINAL INSPECTIONS/CERTIFICATIONS:** Please note that City inspectors will not issue any final certifications for a parcel that has dead/burned trees or debris (including tires, pipes, etc) remaining. Further, each contractor is expected to take every precaution necessary to protect sidewalks during demolition. Should the concrete sidewalk be significantly damaged, the contractor will be expected to repair the damage before a final certification is issued.

Finally, please review the specifications for backfill, seed, and straw. Backfill must not contain debris such as bricks or asphalt. Topsoil, seed, and sufficient straw needs to be laid in order to receive a final certification. If a parcel does not receive a final certification on the first inspection, the contractor will need to address all identified issues and call for an additional inspection. Each additional inspection will be subject to an additional inspection fee as determined by the City of Flint fee schedule.

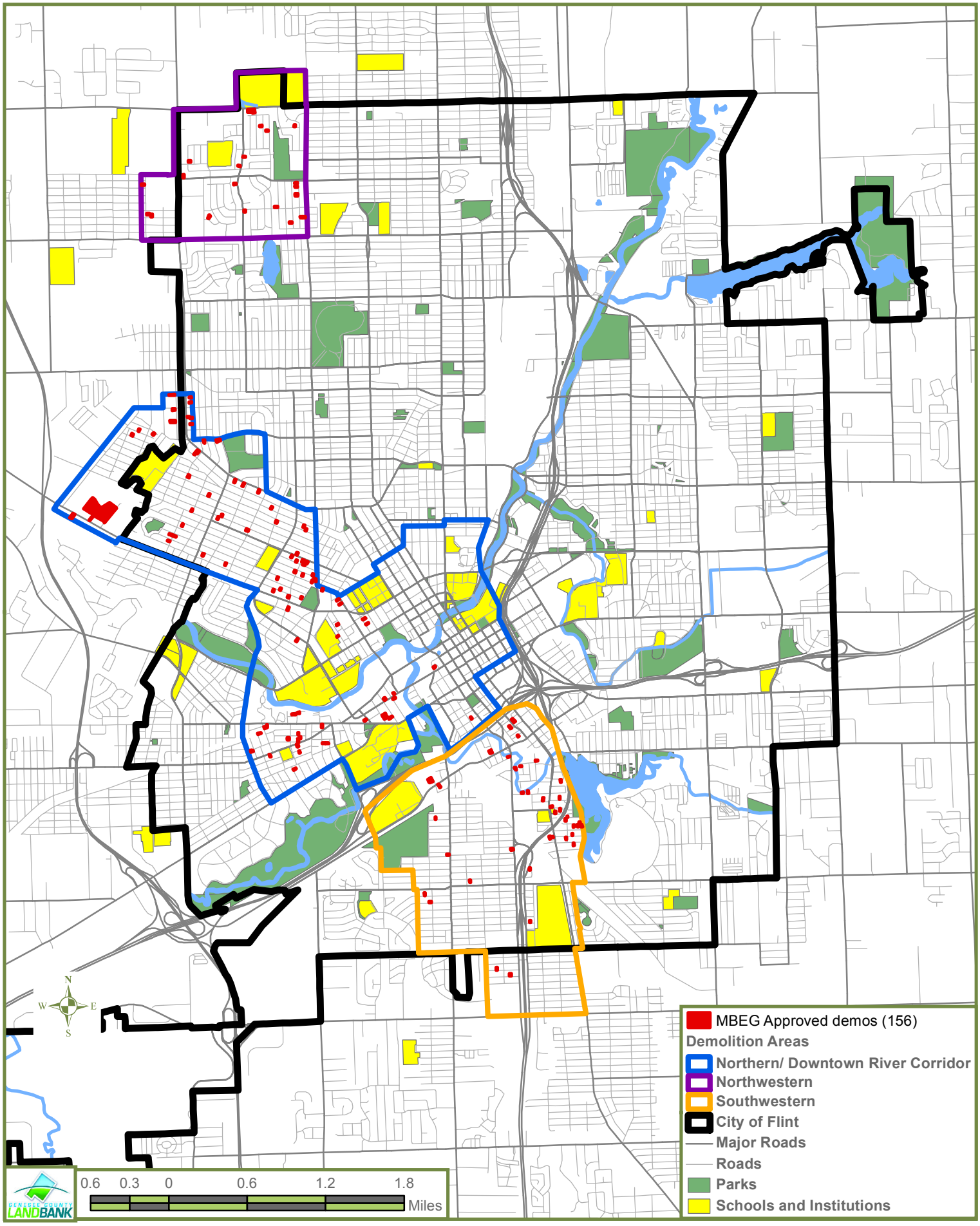
Should you have any questions or need any assistance in complying with the regulations, please contact asap:

- Jessica Magro of the Michigan Department of Environmental Quality regarding NESHAP at 517-284-6781
- Scott Thelen of Michigan Occupational Safety and Health Administration regarding MIOSHA at 517-322-5789

Be sure to contact the appropriate landfill regarding delivery of RACM for disposal prior to showing up on site.

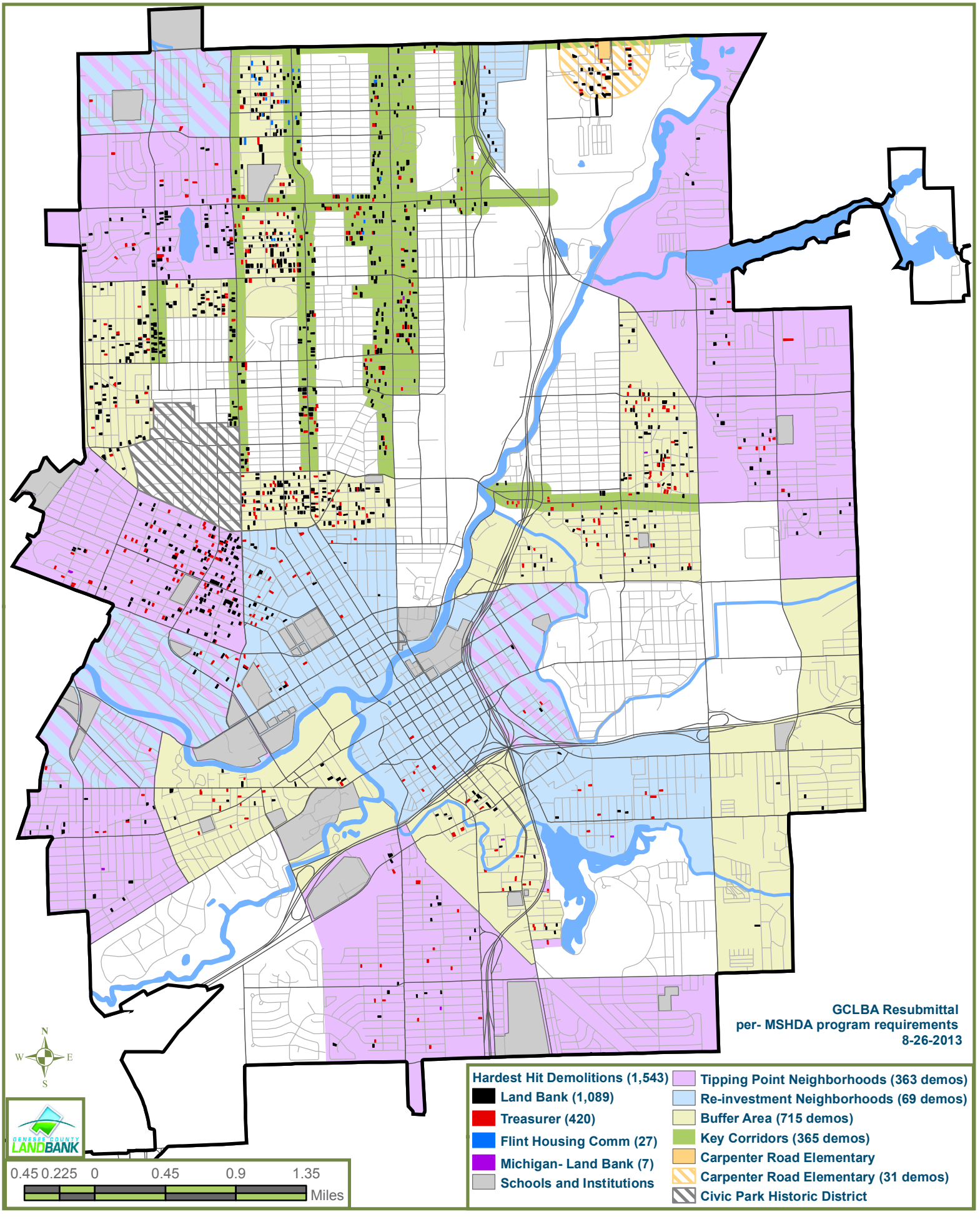
APPENDIX - 3A - MAPS OF PROPOSED TARGET AREAS

MBEG Approved Demolitions



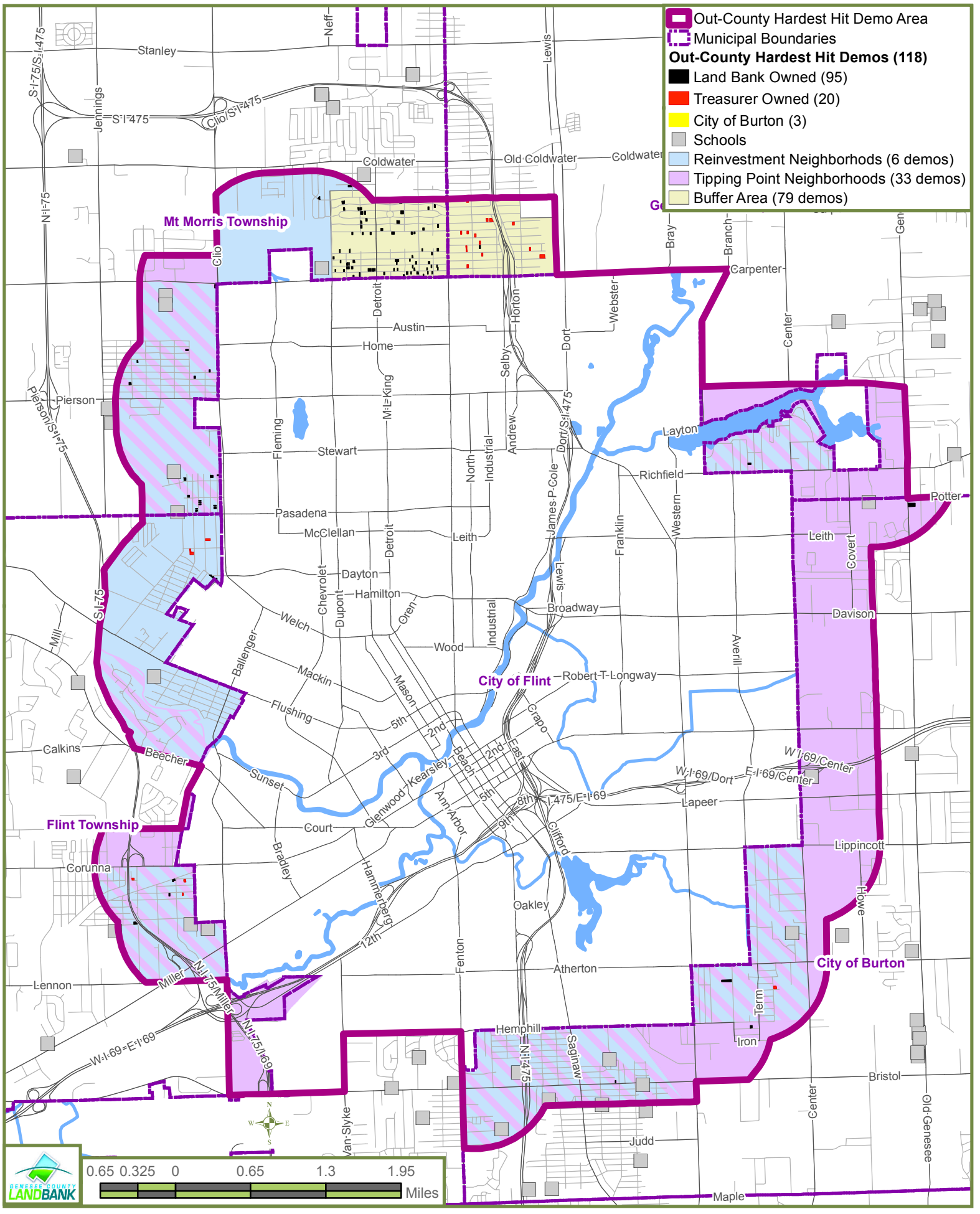
Map 3: Flint Area Hardest Hit Fund Strategic Demolitions

APPENDIX - 3B



APPENDIX 3C

Map 4: Out-County Hardest Hit Fund Strategic Demolitions



APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

1. Federal Labor Standard Provisions
2. Equal Opportunity Clause (Executive Order 11246)
3. Genesee County Prevailing Wage Policy

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

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

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

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

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

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)

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

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

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

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

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

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

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

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

GENSESEE COUNTY POLICIES PREVAILING WAGE POLICY

1. Every contract executed with the County of Genesee or with a contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, ancestry, sex, or age.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the County of Genesee, on projects of a character similar to that being contracted, under collective agreements or understandings between bona fide organizations or construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates or wages and fringe benefits shall be made a part of the specifications for the work to be performed. Such schedule may be the minimum wage and fringe benefit scale for Genesee County compiled and published by the Building and Construction Trades Department of the AFL-CIO.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the names and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided by state and federal law.

5. Any interested party may challenge the performance of the contractor or subcontractor of the covenants of paragraph 2 above by filing a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As used herein,

a. "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation a lessee or sub-lessee of land owned by Genesee County.

b. "Contract" means any agreement, as a result of competitive Proposals or otherwise, for new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, works, bridges, highways or roads, which is to be performed in Genesee County and either on County of Genesee property or financed by or through the County of Genesee.

c. "Construction mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office, or custodial employees, and shall not include Genesee County employees who are working pursuant to a collective bargaining agreement between said County and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, title 40, section 276a et seq.) or which contain provisions requiring the payment of prevailing wages as determined by the Department of Labor pursuant to P.A. 166 of 1965, as amended, MCL 408.551 et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations or construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by Genesee County shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of buildings, works, bridges, highways, or roads on such property shall be considered work on public buildings, works, bridges, highways, or roads, within the meaning or provision 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this Board of Commissioners that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The Genesee County Purchasing Agent, the Genesee County Controller, and the Genesee County Chief Engineer, are hereby directed to effectuate this resolution, on behalf of this Board, within their respective spheres of responsibility.

11. The Genesee County Clerk is hereby directed to forward to each Genesee County board, commission, elected official, agency, and department, a copy of this resolution and a notation of the adoption of same.

12. The previous resolution of this Board concerning payment of prevailing wages, as adopted on June 23, 1969, and as set forth as pages 337 through 339 of the compiled 1969 Proceedings of this Board, is hereby rescinded."

Resol. #79-558
Approved 10/23/79
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5/94

2014 Prevailing Wage Rates for State Funded Projects

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Genesee County

Classification Name / Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer 4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days	MLDC	$39.75	$53.04	$66.32	H H H X X X X D Y
Asbestos & Lead Abatement, Hazardous Material Handler					
Asbestos and Lead Abatement, Hazardous Material Handler 4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days	AS207	$39.75	$53.08	$66.40	H H H X X X X D Y
Boilermaker					
Boilermaker	BO169	$54.70	$81.08	$107.45	H H H H H H H D Y
	Apprentice Rates:				
	1st 6 months	$40.31	$59.49	$78.67	
	2nd 6 months	$41.45	$61.21	$80.95	
	3rd 6 months	$42.57	$62.88	$83.19	
	4th 6 months	$43.69	$64.57	$85.43	
	5th 6 months	$44.81	$66.24	$87.67	
	6th 6 months	$49.53	$73.40	$97.26	
	7th 6 months	$49.32	$73.01	$96.69	
	8th 6 months	$51.58	$76.40	$101.21	
Bricklayer					
Brick, Block, Stone, Artificial Masonry, Marble Masonry, and Pointing Cleaning and Caulking	BR9-12-BL	$46.15	$60.79	$75.43	H H H H H H H D Y
	Apprentice Rates:				
	0 - 749 hours	$34.44	$43.23	$52.01	
	750 - 1,499 hours	$35.90	$45.41	$54.93	
	1,500 - 2,249 hours	$37.37	$47.62	$57.87	
	2,250 - 2,999 hours	$38.83	$49.81	$60.79	
	3,000 - 3,749 hours	$40.29	$52.00	$63.71	
	3,750 - 4,499 hours	$41.76	$54.21	$66.65	
	4,500 - 5,249 hours	$43.22	$56.39	$69.57	
	5,250 - 6,000 hours	$44.69	$58.60	$72.51	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Carpenter						
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)		CA1045	$48.14	$68.71	$89.27	X X H X X X X D Y
	Apprentice Rates:					
	1st 6 months		$23.56	$31.84	$40.11	
	2nd 6 months		$27.57	$37.85	$48.13	
	3rd 6 months		$29.64	$40.96	$52.27	
	4th 6 months		$31.69	$44.03	$56.37	
	5th 6 months		$33.75	$47.12	$60.49	
	6th 6 months		$35.80	$50.20	$64.59	
	7th 6 months		$37.86	$53.28	$68.71	
	8th 6 months		$39.91	$56.36	$72.81	
Carpenter, Acoustical Ceiling Tile Erector, Piledriver		CA706F	$42.08	$54.05	$66.01	X X H H H H H D Y
	Apprentice Rates:					
	1st year		$32.51	$39.69	$46.87	
	2nd year		$34.90	$43.27	$51.65	
	3rd year		$36.10	$45.07	$54.05	
	4th year		$38.49	$48.66	$58.83	
Cement Finisher						
Cement Finisher		BR9-12-CF	$40.88	$54.23	$67.57	X X H X X X H D Y
	Apprentice Rates:					
	0-749 hours		$31.54	$40.21	$48.89	
	750-1499 hours		$32.87	$42.21	$51.55	
	1500-2249 hours		$34.21	$44.22	$54.23	
	2250-2999 hours		$35.54	$46.21	$56.89	
	3000-3749 hours		$36.88	$48.23	$59.57	
	3750-4499 hours		$38.21	$50.22	$62.23	
Cement Mason						
Cement Mason		PL16-6	$38.46	$51.25	$64.04	H H H H H H H D Y
Four 10s allowed Monday-Thursday with Friday or Saturday inclement weather make up days. Saturday hours for inclement weather make up shall be paid straight rate unless over 40 hours worked.						
	Apprentice Rates:					
	1st year		$29.51	$37.82	$46.14	
	2nd year		$32.06	$41.65	$51.24	
	3rd year		$34.62	$45.49	$56.36	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Drywall						
Finisher-hand finishing		PT-1052-DF	$35.67	$48.01	$60.34	X X H X X X H D Y
	The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
		Apprentice Rates:				
		1st year	$23.34	$29.51	$35.68	
		2nd year, 1st 6 months	$25.80	$33.20	$40.60	
		2nd year, 2nd 6 months	$28.27	$36.90	$45.54	
		3rd year, 1st 6 months	$30.74	$40.61	$50.48	
		Until completion	$33.20	$44.30	$55.40	
Electrician						
Road Way Electrical Work Double time due after 16 hours on any calendar day and all hours Sunday.		EC-17	$50.53	$73.30	$96.06	H H H H H H H D Y
		Apprentice Rates:				
		1st 6 months	$32.32	$45.98	$59.64	
		2nd 6 months	$34.59	$49.39	$64.18	
		3rd 6 months	$36.88	$52.82	$68.76	
		4th 6 months	$39.15	$56.23	$73.30	
		5th 6 months	$41.43	$59.65	$77.86	
		6th 6 months	$45.97	$66.46	$86.94	
Lineman/Technician outside utility and commercial power and high voltage pipe type cable work and electrical underground.		EC-876	$47.05	$68.11	$89.17	H H H H H H H D Y
	Four 10s allowed Monday-Thursday with Friday makeup or Tuesday-Friday with Monday makeup.					
		Apprentice Rates:				
		1st period	$30.20	$42.69	$55.26	
		2nd period	$32.32	$46.02	$59.70	
		3rd period	$34.42	$49.16	$63.90	
		4th period	$36.53	$52.33	$68.12	
		5th period	$38.63	$55.47	$72.32	
		6th period	$40.74	$58.64	$76.54	
		7th period	$42.84	$61.79	$80.74	
Inside Wireman 4 10s allowed as consecutive days, M-Th or T-F		EC-948-IW	$52.42	$75.04	$97.65	H H H H H H H D Y
		Apprentice Rates:				
		1st period	$23.93	$32.30	$40.66	
		2nd period	$26.01	$35.42	$44.82	
		3rd period	$28.10	$38.56	$49.00	
		4th period	$32.28	$44.82	$57.36	
		5th period	$36.47	$51.11	$65.74	
		6th period	$40.64	$57.36	$74.08	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Sound and Communication Installer/Technician	Four 10s may be worked Monday-Thursday or Tuesday-Friday.	EC-948-SC	$35.22	$49.11	$62.99	H H H H H H H D Y
	Apprentice Rates:					
	1st year		$13.43	$18.92	$24.40	
	2nd year		$15.87	$22.58	$29.28	
	3rd year		$18.31	$26.23	$34.16	
	4th year		$20.74	$29.88	$39.02	
Elevator Constructor						
Elevator Constructor Mechanic		EL-85	$70.77		$116.32	D D D D D D D D Y
	Apprentice Rates:					
	1st year		$50.27		$75.32	
	2nd year		$54.83		$84.44	
	3rd year		$57.10		$88.98	
	4th year		$61.66		$98.10	
Glazier						
Glazier	4 tens allowed on consecutive days	GL-826	$42.89	$57.34	$71.79	H H H H H H H D Y
	Apprentice Rates:					
	1st 6 months		$30.29	$38.96	$47.63	
	2nd 6 months		$31.79	$41.18	$50.57	
	3rd 6 months		$33.30	$43.41	$53.53	
	4th 6 months		$34.80	$45.63	$56.47	
	5th 6 months		$36.30	$47.86	$59.42	
	6th 6 months		$37.80	$50.08	$62.36	
	7th 6 months		$39.31	$52.32	$65.32	
	8th 6 months		$40.82	$54.55	$68.28	
Heat and Frost Insulator						
Spray Insulation		AS25S	$20.14	$29.14		H H H H H H H H N
Heat and Frost Insulator and Asbestos Worker						
Heat and Frost Insulator and Asbestos Worker	4 ten hour work days shall be either Monday thru Thursday or Tuesday thru Friday	AS47	$44.40	$58.76	$73.12	H H H H H H H D Y
	Apprentice Rates:					
	1st year		$25.78	$32.96	$40.14	
	2nd year		$29.50	$38.11	$46.73	
	3rd year		$33.22	$43.27	$53.32	
	4th year		$36.95	$48.44	$59.93	
	5th year		$40.68	$53.61	$66.53	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Ironworker						
Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work Four ten hour work days may be worked during Monday-Saturday.		IR-25-F1	$33.15	$45.15	$57.15	X X H X X X H D Y
	Apprentice Rates:					
	60% Level		$22.75	$29.95	$37.15	
	65% Level		$24.05	$31.85	$39.65	
	70% Level		$25.36	$33.76	$42.16	
	75% Level		$26.65	$35.65	$44.65	
	80% Level		$27.95	$37.55	$47.15	
	85% Level		$29.25	$39.45	$49.65	
Siding, Glazing, Curtain Wall 4 tens may be worked Monday thru Thursday @ straight time.		IR-25-GZ2	$44.11	$55.52	$66.93	X X H H H H D D Y
	Apprentice Rates:					
	Level 1		$27.18	$33.53	$39.88	
	Level 2		$29.29	$36.27	$43.25	
	Level 3		$31.41	$39.03	$46.64	
	Level 4		$33.53	$41.78	$50.02	
	Level 5		$35.64	$44.53	$53.40	
	Level 6		$37.76	$47.28	$56.78	
Pre-engineered Metal Work		IR-25-PE-Z1	$44.59	$54.71	$64.83	X X H X X X X D Y
	Apprentice Rates:					
	1st Year		$25.46	$30.77	$36.08	
	3rd 6 month period		$27.58	$33.64	$39.70	
	4th 6 month period		$29.71	$36.53	$43.35	
	5th 6 month period		$31.83	$39.40	$46.97	
	6th 6 month period		$33.96	$42.29	$50.61	
Reinforced Iron Work		IR-25-RF	$54.61	$81.78	$108.95	H H D H D D D D N
	Apprentice Rates:					
	Level 1		$34.66	$51.56	$68.45	
	Level 2		$37.11	$55.23	$73.35	
	Level 3		$39.54	$58.70	$77.84	
	Level 4		$42.16	$62.80	$83.45	
	Level 5		$44.76	$66.71	$88.65	
	Level 6		$47.38	$70.64	$93.89	
Rigging Work		IR-25-RIG	$60.28	$90.26	$120.24	H H H H H H H D N
	Apprentice Rates:					
	Level 1& 2		$34.93	$52.39	$69.86	
	Level 3		$37.80	$56.71	$75.60	
	Level 4		$40.66	$60.99	$81.32	
	Level 5		$43.53	$65.29	$87.06	
	Level 6		$46.41	$69.62	$92.82	

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Classification Name / Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Decking 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-SD	$52.24	$78.08	$103.92	X X H H H H D D Y
Structural, ornamental, conveyor, welder and pre-cast 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.	IR-25-STR	$60.41	$90.34	$120.26	H H H H H H D D Y
Apprentice Rates:					
Levels 1 & 2		$35.06	$52.64	$69.98	
Level 3		$37.89	$56.52	$75.14	
Level 4		$40.71	$60.74	$80.78	
Level 5		$43.54	$65.37	$86.94	
Level 6		$46.37	$69.24	$92.10	
Level 7		$49.19	$73.47	$97.74	
Level 8		$52.02	$77.71	$103.40	
Industrial Door erection & construction	IR-25-STR-D	$40.97	$61.13	$81.29	H H H H H H D D Y
Laborer					
Carpenter tender, mason tender, cement finisher tender, plasterer tender, signal man & top man (sewer work), watchman, tunnel mucker, jackhammer & air spade operator, tunnel man (concrete shoveler, car pusher) bottom man (sewer work), windlass operator (caisson work), demolition laborer, morter mixer, air, electric, gas tool operator, pump operator (all 3" pumps and below), air & electric bush hammers, concrete gas buggy, concrete saw operator, crock and pipe layers (conduit & vitrified tile, except 4" drain tile around buildings), & Caisson work inside building. Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas. A four-ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	L1075	$34.90	$46.08	$57.25	X X H H H H H D Y
Apprentice Rates:					
0-1,000 work hours		$29.31	$37.69	$46.07	
1,001-2,000 work hours		$30.43	$39.37	$48.31	
2,001-3,000 work hours		$31.55	$41.05	$50.55	
3,001-4,000 work hours		$33.78	$44.39	$55.01	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Laborer - Hazardous						
Class A Laborer	performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z7-A	$34.90	$49.45	$64.00	H H H H H H H D Y
	Apprentice Rates:					
	0-1,000 work hours		$29.31	$41.07	$52.82	
	1,001-2,000 work hours		$30.43	$42.75	$55.06	
	2,001-3,000 work hours		$31.55	$44.43	$57.30	
	3,001-4,000 work hours		$33.78	$47.77	$61.76	
Class B Laborer	performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z7-B	$35.90	$50.95	$66.00	H H H H H H H D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.06	$42.19	$54.32	
	1,001-2,000 work hours		$31.23	$43.95	$56.66	
	2,001-3,000 work hours		$32.40	$45.71	$59.00	
	3,001-4,000 work hours		$34.73	$49.20	$63.66	
Laborer Underground - Tunnel, Shaft & Caisson						
Class I - Tunnel, shaft and caisson laborer	dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z2-1	$35.67	$47.07	$58.47	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.52	$39.35	$48.17	
	1,001-2,000 work hours		$31.55	$40.90	$50.23	
	2,001-3,000 work hours		$32.58	$42.44	$52.29	
	3,001-4,000 work hours		$34.64	$45.53	$56.41	
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder		LAUCT-Z2-2	$35.76	$47.21	$58.65	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.58	$39.44	$48.29	
	1,001-2,000 work hours		$31.62	$41.00	$50.37	
	2,001-3,000 work hours		$32.66	$42.56	$52.45	
	3,001-4,000 work hours		$34.72	$45.65	$56.57	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class III	Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z2-3	$35.86	$47.36	$58.85	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.66	$39.56	$48.45	
	1,001-2,000 work hours		$31.70	$41.12	$50.53	
	2,001-3,000 work hours		$32.74	$42.68	$52.61	
	3,001-4,000 work hours		$34.82	$45.80	$56.77	
Class IV	Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z2-4	$36.02	$47.60	$59.17	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.78	$39.74	$48.69	
	1,001-2,000 work hours		$31.83	$41.32	$50.79	
	2,001-3,000 work hours		$32.88	$42.89	$52.89	
	3,001-4,000 work hours		$34.97	$46.02	$57.07	
Class V	Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z2-5	$36.28	$47.99	$59.69	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$30.98	$40.04	$49.09	
	1,001-2,000 work hours		$32.04	$41.63	$51.21	
	2,001-3,000 work hours		$33.10	$43.22	$53.33	
	3,001-4,000 work hours		$35.22	$46.40	$57.57	
Class VI	Dynamite man and powder man.	LAUCT-Z2-6	$36.59	$48.45	$60.31	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$31.21	$40.38	$49.55	
	1,001-2,000 work hours		$32.28	$41.99	$51.69	
	2,001-3,000 work hours		$33.36	$43.61	$53.85	
	3,001-4,000 work hours		$35.51	$46.84	$58.15	
Class VII	Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z2-7	$28.86	$36.86	$44.85	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$25.41	$31.68	$37.95	
	1,001-2,000 work hours		$26.10	$32.72	$39.33	
	2,001-3,000 work hours		$26.79	$33.76	$40.71	
	3,001-4,000 work hours		$28.17	$35.82	$43.47	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Landscape Laborer						
	Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs. Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z1-A	$28.18	$38.91	$49.64	X X H X X X H D Y
	Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs Sundays paid at time & one half. Holidays paid at double time.	LLAN-Z1-B	$23.96	$32.58	$41.20	X X H X X X H D Y
Marble, Mosaic, Tile and Terrazzo Setter						
	Marble, Mosaic, Tile and Terrazzo Setter	BR9-12-TL	$40.22	$53.25	$66.28	H H H H H H H D Y
	Apprentice Rates:					
	0-749 hours		$31.10	$39.57	$48.04	
	750-1499 hours		$32.40	$41.52	$50.64	
	1500-2249 hours		$33.71	$43.48	$53.26	
	2250-2999 hours		$35.01	$45.44	$55.86	
	3000-3749 hours		$36.31	$47.38	$58.46	
	3750-4499 hours		$37.61	$49.34	$61.06	
Operating Engineer						
	Class C- Regular equipment operator, crane, stiff leg derrick, scraper dozer, grader, front end loader, hoist, job mechanic, head grease man, concrete pump truck and hydro excavators Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2C	$48.75	$62.62	$76.49	H H H H H H H D Y
	Apprentice Rates:					
	0 - 999 hours		$39.83	$49.54	$59.25	
	1,000 - 1,999 hours		$41.21	$51.61	$62.01	
	2,000 - 2,999 hours		$42.60	$53.69	$64.79	
	3,000 - 3,999 hours		$43.99	$55.78	$67.57	
	4,000 - 4,999 hours		$45.38	$57.87	$70.35	
	5,000 - 5,999 hours		$46.76	$59.93	$73.11	
	Class D- Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, Bob Cat and similar equipment, elevators (when operated by an operating engineer), and fork truck over 20' lift Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2D	$43.95	$55.42	$66.89	H H H H H H H D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
	Class E- Pump 6" or over, well points, freeze systems, boom truck (non-swinging), end dumps and laser/power screed, concrete wire saw 20 h.p. and over and brokk concrete breaker Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2E	$43.35	$54.52	$65.69	H H H H H H H D Y
	Class F- Air compressor, welder, generators, conveyors, pumps under 6", Grease man, and fork truck 20' or less lift Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2F	$40.90	$50.85	$60.79	H H H H H H H D Y
	Class G- Oiler, fireman and heater operator Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-324-BH2G	$39.20	$48.30	$57.39	H H H H H H H D Y
	Class A- Crane w/ main Boom & Jib 220' or longer Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-OSA	$50.10	$64.65	$79.19	H H H H H H H D Y
	Class A- Crane w/ main Boom & Jib 300' or longer Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-OSA3	$51.60	$66.90	$82.19	H H H H H H H D Y
	Class A- Crane w/ main Boom & Jib 400' or longer Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-OSA4	$53.10	$69.15	$85.19	H H H H H H H D Y
	Class B- Crane Operator with main boom and jib 140' or longer, tower cranes, gantry crane, whirley derrick Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unabled to be performed due to weather, Monday-Thursday may be scheduled on Friday.	EN-OSB	$49.85	$64.27	$78.69	H H H H H H H D Y
Operating Engineer - Marine Construction						
	Diver/Wet Tender, Engineer (hydraulic dredge) Holiday pay= $124.55 per hour, wages & fringes *Subdivision of county* all Great Lakes, islands therein, & connecting & tributary waters	GLF-1	$65.00	$84.85	$104.70	X X H H H H H D Y
	Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender Holiday pay = $120.80 per hour, wages & fringes *Subdivision of county* All Great Lakes, islands therein, & connecting & tributary waters	GLF-2	$63.50	$82.60	$101.70	X X H H H H H D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
	Friction, Lattice Boom or Crane License Certification	GLF-2B	$64.50	$84.10	$103.70	X X H H H H H D Y
	Holiday pay = $123.30					
	Subdivision of county	All Great Lakes, islands, therein, & connecting & tributary waters				
	Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	$59.30	$76.30	$93.30	X X H H H H H D Y
	Holiday pay = $110.30 per hour, wages & fringes					
	Subdivision of county	All Great Lakes, islands therein, & connecting & tributary waters				
	Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	$53.60	$67.75	$81.90	X X H H H H H D Y
	Holiday pay = $96.05 per hour, wages & fringes					
	Subdivision of county	All Great Lakes, islands therein, & connecting & tributary waters				
Operating Engineer Hazardous Waste Class I						
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection.	EN-324-HWCI-Z1A	$51.84	$67.86	$83.87	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.					
		Apprentice Rates:				
		1st 6 months	$41.63	$52.85	$64.05	
		2nd 6 months	$43.23	$55.25	$67.25	
		3rd 6 months	$44.83	$57.64	$70.45	
		4th 6 months	$46.43	$60.04	$73.65	
		5th 6 months	$48.03	$62.44	$76.85	
		6th 6 months	$49.64	$64.86	$80.07	
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing.	EN-324-HWCI-Z1B	$50.89	$66.43	$81.97	H H H H H H H D Y
	Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.					
		Apprentice Rates:				
		1st 6 months	$40.97	$51.85	$62.73	
		2nd 6 months	$42.52	$54.17	$65.83	
		3rd 6 months	$44.07	$56.50	$68.93	
		4th 6 months	$45.64	$58.86	$72.07	
		5th 6 months	$47.19	$61.19	$75.17	
		6th 6 months	$48.74	$63.51	$78.27	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCI-Z1D	$49.59	$64.48	$79.37	H H H H H H H D Y
	Apprentice Rates:					
	1st 6 months		$40.06	$50.49	$60.91	
	2nd 6 months		$41.54	$52.71	$63.87	
	3rd 6 months		$43.04	$54.96	$66.87	
	4th 6 months		$44.53	$57.19	$69.85	
	5th 6 months		$46.02	$59.42	$72.83	
	6th 6 months		$47.50	$61.65	$75.79	
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCI-Z1DCL	$49.34	$64.11	$78.87	H H H H H H H D Y
	Apprentice Rates:					
	1st 6 months		$39.89	$50.23	$60.57	
	2nd 6 months		$41.36	$52.44	$63.51	
	3rd 6 months		$42.83	$54.64	$66.45	
	4th 6 months		$44.31	$56.86	$69.41	
	5th 6 months		$45.79	$59.08	$72.37	
	6th 6 months		$47.27	$61.30	$75.33	
Operating Engineer Hazardous Waste Class II						
Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCII-Z1A	$47.61	$61.51	$75.41	H H H H H H H D Y
Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCII-Z1B	$46.66	$60.09	$73.51	H H H H H H H D Y
Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCII-Z1D	$45.36	$58.14	$70.91	H H H H H H H D Y
Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.		EN-324-HWCII-Z1DCL	$45.11	$57.76	$70.41	H H H H H H H D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 140' or longer						
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1A	$54.49	$71.83	$89.17	H H H H H H H D Y
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1B	$53.54	$70.41	$87.27	H H H H H H H D Y
	Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1D	$52.24	$68.46	$84.67	H H H H H H H D Y
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW140-Z1DCL	$51.99	$68.08	$84.17	H H H H H H H D Y
Operating Engineer Hazardous Waste Crane w/ Boom & Jib leads 220' or longer						
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1A	$54.79	$72.28	$89.77	H H H H H H H D Y
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1B	$53.84	$70.86	$87.87	H H H H H H H D Y
	Level D Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1D	$52.54	$68.91	$85.27	H H H H H H H D Y
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HW220-Z1DCL	$52.29	$68.53	$84.77	H H H H H H H D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with boom						
	Level D When Capping Landfill Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1DCL	$49.69	$64.63	$79.57	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with Boom Operator						
	Level D - Coveralls, safety boots, glasses or chemical splash goggles and hard hats. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1D	$50.56	$65.94	$81.31	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operator and Concrete Pump with booms						
	Level B & C protection. B - Pressure demand, full face SCBA or pressure demand supplied air respirator w/ escape SCBA w/chemical resistant clothing. C - Full face piece, air purifying canister-equipped respirator w/chemical resistant clothing. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1B	$51.86	$67.89	$83.91	H H H H H H H D Y
Operating Engineer Hazardous Waste Regular Crane, Job Mechanic, Dragline Operator, Boom Truck Operator, Power Shovel Operators and Concrete Pump with booms						
	Level A - Fully encapsulating chemical resistant suit w/ pressure demand, full face piece SCBA or pressure demand supplied air respirator w/ escape SCBA. The highest available level of respiratory, skin and eye protection. Four 10 hour days may be worked Monday-Thursday with Friday as a straight-time make up day.	EN-324-HWRC-Z1A	$52.81	$69.31	$85.81	H H H H H H H D Y
Operating Engineer Steel Work						
	Forklift, 1 Drum Hoist	EN-324-ef	$57.11	$75.12	$93.13	H H D H H H D D Y
	Crane w/ 120' boom or longer	EN-324-SW120	$59.81	$79.17	$98.53	H H D H H H D D Y
	Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	$60.81	$80.67	$100.53	H H D H H H D D Y
	Crane w/ 140' boom or longer	EN-324-SW140	$60.99	$80.94	$100.89	H H D H H H D D Y
	Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	$61.99	$82.44	$102.89	H H D H H H D D Y
	Boom & Jib 220' or longer	EN-324-SW220	$61.26	$81.35	$101.43	H H D H H H D D Y
	Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	$62.26	$82.85	$103.43	H H D H H H D D Y
	Boom & Jib 300' or longer	EN-324-SW300	$62.76	$83.60	$104.43	H H D H H H D D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Crane w/ 300' boom or longer w/ Oiler		EN-324-SW300-O	$63.76	$85.10	$106.43	H H D H H H D D Y
Boom & Jib 400' or longer		EN-324-SW400	$64.26	$85.85	$107.43	H H D H H H D D Y
Crane w/ 400' boom or longer w/ Oiler		EN-324-SW400-O	$65.26	$87.35	$109.43	H H D H H H D D Y
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator		EN-324-SWCO	$59.45	$78.63	$97.81	H H D H H H D D Y
	Apprentice Rates:					
	0-999 hours		$47.09	$60.51	$73.94	
	1,000-1,999 hours		$49.01	$63.40	$77.78	
	2,000-2,999 hours		$50.93	$66.28	$81.62	
	3,000-3,999 hours		$52.85	$69.16	$85.46	
	4,000-4,999 hours		$54.76	$72.02	$89.28	
	5,000 hours		$56.68	$74.91	$93.12	
Crane w/ Oiler		EN-324-SWCO-O	$60.45	$80.13	$99.81	H H D H H H D D Y
Compressor or Welder Operator		EN-324-SWCW	$52.00	$67.46	$82.91	H H D H H H D D Y
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe		EN-324-SWHO	$58.81	$77.67	$96.53	H H D H H H D D Y
Oiler		EN-324-SWO	$50.59	$65.34	$80.09	H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level		EN-324-SWTD50	$60.54	$80.27	$99.99	H H D H H H D D Y
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first level		EN-324-SWTD50-O	$61.54	$81.77	$101.99	H H D H H H D D Y
Operating Engineer Underground						
Class I Equipment		EN-324A1-UC1	$50.34	$65.33	$80.32	H H H H H H H D Y
	Apprentice Rates:					
	0-999 hours		$40.75	$51.25	$61.74	
	1,000-1,999 hours		$42.24	$53.48	$64.72	
	2,000-2,999 hours		$43.75	$55.75	$67.74	
	3,000-3,999 hours		$45.24	$57.98	$70.72	
	4,000-4,999 hours		$46.74	$60.23	$73.72	
	5,000-5,999 hours		$48.25	$62.50	$76.74	
Class II Equipment		EN-324A1-UC2	$45.61	$58.24	$70.86	H H H H H H H D Y
Class III Equipment		EN-324A1-UC3	$44.88	$57.14	$69.40	H H H H H H H D Y
Class IV Equipment		EN-324A1-UC4	$44.31	$56.29	$68.26	H H H H H H H D Y
Master Mechanic		EN-324A1-UMM	$50.59	$65.71	$80.82	H H H H H H H D Y

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter						
Painter		PT-1052-BR	$33.60	$44.80	$56.00	X X H X X X H D Y
The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.						
	Apprentice Rates:					
	1st year		$22.40	$28.00	$33.60	
	2nd year, 1st 6 months		$24.64	$31.36	$38.08	
	2nd year, 2nd 6 months		$26.88	$34.72	$42.56	
	3rd year, 1st 6 months		$29.12	$38.08	$47.04	
	Until completion		$31.36	$41.44	$51.52	
Pipe and Manhole Rehab						
General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant		TM247	$27.20	$36.70		H H H H H H H H N
Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment		TM247-2	$31.70	$43.45		H H H H H H H H N
CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work		TM247-3	$30.45	$41.57		H H H H H H H H N
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated		TM247-4	$32.20	$44.20		H H H H H H H H N
Combo Unit driver & Jetter-Vac Operator		TM247-5	$32.20	$44.20		H H H H H H H H N
Pipe Bursting & Slip-lining Equipment Operator		TM247-6	$33.20	$45.70		H H H H H H H H N
Plasterer						
Plasterer		BR9-12-PL	$40.88	$54.23	$67.57	H H H H H H H D Y
	Apprentice Rates:					
	0-749 hours		$31.54	$40.21	$48.89	
	750-1499 hours		$32.87	$42.21	$51.55	
	1500-2249 hours		$34.21	$44.22	$54.23	
	2250-2999 hours		$35.54	$46.21	$56.89	
	3000-3749 hours		$36.88	$48.23	$59.57	
	3750-4499 hours		$38.21	$50.22	$62.23	
Plasterer		PL16-3	$36.61	$48.48	$60.34	H H H H H H H D N
	Apprentice Rates:					
	1st year		$28.30	$36.01	$43.72	
	2nd year		$30.68	$39.58	$48.48	
	3rd year		$33.05	$43.14	$53.22	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plumber & Pipefitter						
Plumber & Pipefitter		PL-370	$51.21	$76.44	$101.67	H H H H H H H D Y
	Apprentice Rates:					
	1st 6 months		$23.82	$35.52	$47.21	
	2nd 6 months		$25.51	$38.05	$50.59	
	3rd 6 months		$32.21	$48.10	$63.99	
	4th 6 months		$33.91	$50.65	$67.39	
	5th 6 months		$35.61	$53.20	$70.79	
	6th 6 months		$37.31	$55.75	$74.19	
	7th 6 months		$39.00	$58.28	$77.57	
	8th 6 months		$40.70	$60.84	$80.97	
	9th 6 months		$42.40	$63.38	$84.37	
	final 6 months		$44.10	$65.94	$87.77	
Roofer						
Commercial Roofer		RO-149-MMA	$38.61	$50.72	$62.82	H H H H H H H D Y
Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.						
	Apprentice Rates:					
	Apprentice 1		$23.23	$27.64	$32.06	
	Apprentice 2		$25.14	$30.51	$35.88	
	Apprentice 3		$27.09	$33.44	$39.78	
	Apprentice 4		$29.00	$36.30	$43.60	
	Apprentice 5		$30.92	$39.18	$47.44	
	Apprentice 6		$32.83	$42.04	$51.26	
Sewer Relining						
Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.		SR-I	$42.07	$56.90	$71.72	H H H H H H H D N
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.		SR-II	$40.54	$54.60	$68.66	H H H H H H H D N
Sheet Metal Worker						
Sheet Metal Worker 4 10s allowed as consecutive days, M-Th or T-F		SHM-7-4	$48.55	$62.99	$77.42	H H H H H H H D Y
	Apprentice Rates:					
	1st 6 months		$24.21	$30.70	$37.20	
	2nd 6 months		$25.66	$32.88	$40.10	
	3rd 6 months		$27.10	$35.04	$42.98	
	4th 6 months		$28.54	$37.20	$45.86	
	5th 6 months		$38.00	$47.39	$56.77	
	6th 6 months		$39.44	$49.55	$59.65	
	7th 6 months		$40.88	$51.71	$62.53	
	8th 6 months		$42.33	$53.88	$65.43	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Sprinkler Fitter						
Sprinkler Fitter		SP 669	$46.51	$61.99	$77.47	H H H H H H H D Y
	Apprentice Rates:					
	Class 1 & 2		$23.44	$31.31	$39.17	
	Class 3		$29.35	$37.75	$46.15	
	Class 4		$30.93	$40.12	$49.31	
	Class 5		$35.50	$45.47	$55.45	
	Class 6		$37.07	$47.83	$58.59	
	Class 7		$38.65	$50.20	$61.75	
	Class 8		$40.22	$52.55	$64.89	
	Class 9		$41.79	$54.91	$68.03	
	Class 10		$43.36	$57.27	$71.17	
Tile, Marble and Terrazzo Finisher						
Finisher		BR9-12-TF	$34.05	$44.98	$55.91	H H H H H H H D Y
	Apprentice Rates:					
	0-749 hours		$26.40	$33.51	$40.61	
	750-1499 hours		$27.49	$35.14	$42.79	
	1500-2249 hours		$28.59	$36.79	$44.99	
	2250-2999 hours		$29.68	$38.43	$47.17	
	3000-3749 hours		$30.77	$40.06	$49.35	
	3750-4499 hours		$31.86	$41.69	$51.53	
Truck Driver						
on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)		TM-RB1	$41.92	$37.85		H H H H H H H H Y
of all trucks of 8 cubic yard capacity or over		TM-RB1A	$41.30	$38.00		H H H H H H H H Y
on euclid type equipment		TM-RB1B	$41.45	$38.23		H H H H H H H H Y
Underground Laborer Open Cut, Class I						
Construction Laborer		LAUC-Z3-1	$33.61	$43.93	$54.25	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		$29.08	$37.14	$45.19	
	1,001-2,000 work hours		$29.98	$38.49	$46.99	
	2,001-3,000 work hours		$30.89	$39.86	$48.81	
	3,001-4,000 work hours		$32.70	$42.57	$52.43	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class II						
	Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z3-2	$33.75	$44.14	$54.53	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$29.18	$37.29	$45.39	
		1,001-2,000 work hours	$30.10	$38.67	$47.23	
		2,001-3,000 work hours	$31.01	$40.04	$49.05	
		3,001-4,000 work hours	$32.84	$42.78	$52.71	
Underground Laborer Open Cut, Class III						
	Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z3-3	$33.87	$44.32	$54.77	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$29.27	$37.42	$45.57	
		1,001-2,000 work hous	$30.19	$38.80	$47.41	
		2,001-3,000 work hours	$31.11	$40.18	$49.25	
		3,001-4,000 work hours	$32.95	$42.94	$52.93	
Underground Laborer Open Cut, Class IV						
	Trench or excavating grade man.	LAUC-Z3-4	$33.92	$44.40	$54.87	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$29.31	$37.48	$45.65	
		1,001-2,000 work hours	$30.23	$38.86	$47.49	
		2,001-3,000 work hours	$31.15	$40.24	$49.33	
		3,001-4,000 work hours	$33.00	$43.02	$53.03	
Underground Laborer Open Cut, Class V						
	Pipe Layer	LAUC-Z3-5	$34.06	$44.61	$55.15	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$29.41	$37.64	$45.85	
		1,001-2,000 work hours	$30.34	$39.03	$47.71	
		2,001-3,000 work hours	$31.27	$40.42	$49.57	
		3,001-4,000 work hours	$33.13	$43.22	$53.29	

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Classification Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Underground Laborer Open Cut, Class VI						
	Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation & repair of water service pipe & appurtenances	LAUC-Z3-6	$31.36	$40.56	$49.75	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$27.39	$34.60	$41.81	
		1,001-2,000 work hours	$28.18	$35.79	$43.39	
		2,001-3,000 work hours	$28.98	$36.99	$44.99	
		3,001-4,000 work hours	$30.57	$39.38	$48.17	
Underground Laborer Open Cut, Class VII						
	Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z3-7	$28.51	$36.28	$44.05	X X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	$25.25	$31.40	$37.53	
		1,001-2,000 work hours	$25.90	$32.37	$38.83	
		2,001-3,000 work hours	$26.56	$33.36	$40.15	
		3,001-4,000 work hours	$27.86	$35.31	$42.75	

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SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

APPENDIX 5 –SAMPLE CONTRACT

(FUNDING SOURCE) Contract for *DEMOLITION AND DISPOSAL OF RESIDENTIAL/COMMERCIAL STRUCTURES* SERVICES

THIS CONTRACT made and entered into (*MONTH) (DAY),* 2014 between **(*NAME OF BUSINESS ENTITY)*** hereinafter referred to as the "Contractor" conduction business at (*BUSINESS ADDRESS),* and the Owner, GENESEE COUNTY LAND BANK (GCLBA) conducting business at 452 S. Saginaw Street – 2nd Floor, Flint, Michigan 48502, hereinafter referred to as "GCLBA".

GCLBA desires to engage the Contractor to perform the *Demolition and Disposal of Residential Structures* Services in the City of Flint and Genesee County, Michigan as an independent contractor and not as an employee(s) of and for the GCLBA. This Contract is intended to define the business relationship between the two entities with regards to general demolition and disposal services undertaken for the (FUNDING SOURCE) Program.

REPRESENTATIVES OF GCLBA AND CONTRACTOR. Douglas K. Weiland, Executive Director of the GCLBA has the authority to act as a liaison for the administration of this contract on behalf of the GCLBA, *(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE),* has the authority to act on behalf of the Contractor, *(NAME OF BUSINESS ENTITIY)..*

AUTHORITY TO ENTER INTO A CONTRACT. The GCLBA recently received$23.8 million from the State of Michigan: $20.1 million in Hardest Hit Fund (HHF) through the Michigan State Housing Development Authority (MSHDA) and $3.7 million in Michigan Blight Elimination Grant (MBEG) funds for demolition through the Michigan Land Bank in partnership with MSHDA, and the Department of Human Services.

TERM OF CONTRACT. The respective duties and obligations of the contracting parties is for a period beginning (*MONTH) (DAY),*. The end date of term of service will be determined by the scope of services, but not later than (*MONTH) (DAY),*, 2014, unless agree to in writing by both parties. At which time payment in full by the GCLBA will be made in full to the Contractor. **Contractors must provide updated work schedules to the GCLBA. Contractor must submit all required submittal documents as listed in Request for Proposal, Scope of Work (Attachment B) and Payment Request Packet (Attachment D).**

All demolition work must be completed by (*MONTH) (DAY),*, 2014 and final paperwork and payment requests must be submitted to the Demolition Program Manager by (*MONTH) (DAY),*, 2014. Due to time constraints of the blight elimination program GCLBA does not anticipate allowing for any contract extensions.

LIABILITY AND WORKERS COMPENSATION INSURANCE. Commercial General Liability with limits not less than including Premises/operations $1,000,000 per occurrence with $2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits $100,000 accident/disease, $500,000 policy limit, disease; Automobile Liability with limits not less than $1,000,000 combined single limit each accident-owned, hired, non-owned; and, Professional Liability with limits not less than $1,000,000 including errors & omissions $200,000 per occurrence $600,000 in aggregate for Medical Malpractice must be carried by the Contractor during the term of contract and the GCLBA must be named as second insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

ORDER TO PROCEED. An Order To Proceed will be issued within 10 days of this contract execution upon receipt an original copy of Payment and Performance Bond and project work schedule.

SECTION 3. The Contractor will comply with the **Section 3 Clause** as described in **Attachment A.** By signing this contract the Contractor is providing a Statement of Assurances that they will comply with these Federal Contract Provisions and other requirements set forth in this contract.

SCOPE OF WORK. The Contractor will provide labor and/or materials for the work as outlined on the contract/estimate proposal dated, (*MONTH) (DAY),*, 2014, including *ATTACHMENT B – Scope of Work.* All demolition work must be completed by (*MONTH) (DAY),*, 2014 and payment requests must be submitted to the Demolition Program Manager by (*MONTH) (DAY),*, 2014.

FEES AND PAYMENT. The GCLBA will pay the Contractor a fixed price not to exceed ***– $(AMOUNT OF CONTRACT)*** The GCLBA will not pay for services beyond the available in the (FUNDING SOURCE) or the contract amount, unless agreed to, in advance and in writing, by both parties to this Contract. Payment to Contractor is made by the GCLBA on a net 30 day cycle upon receiving completed payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.). Completed payment request packets will also be accepted on the 15th and 30th of each month for processing or payment will be paid in full by the GCLBA at end of contract. All payments requests must include all required documents as listed in the ATTACHMENT B – Scope of Work Section 4.0, Part C and ATTACHMENT C.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor (Contractor) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for Employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RIGHTS TO INVENTIONS Made Under a Contract or Contract. Contracts or Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and Small Business Firms. Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (42 U. S.C. 7401 et seq.) and the **FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251 et seq.), as amended. For contracts and subcontracts of amounts in excess of $100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.). Violations are reported to the Federal awarding agency and the Regional Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

FAIR HOUSING. Contractors must comply with the Fair Housing Act Title VIII of the Civil Rights Act of 1968 as amended and the Genesee County Land Bank Authority Fair Housing Policy as stated: “Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual

orientation or disability, is a fundamental policy of the Genesee County Land Bank Authority (GCLBA). GCLBA is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing activities. As a county governmental authority undertaking housing activities, GCLBA has an ethical as well as legal imperative to work aggressively to ensure that GCLBA housing programs comply fully with all local, state and federal fair housing laws."

INTEREST OF THE GCLBA AND LOCAL PUBLIC OFFICIALS. The undersigned certifies, to the best of his or her knowledge and belief that: no member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the administration of the Hardest Hit Fund (HHF) or Michigan Blight Elimination Grant (MBEG) Programs, no other officer or employee or public official of the GCLBA, who exercises such functions or responsibilities, and no member of the City Government of the City of Flint, shall have any interest, direct or indirect, in this Contract. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the GCLBA.

RETENTION AND ACCESS TO RECORDS. The Contractor shall maintain for a period of five (5) years all supporting documents, financial records, statistical records and all other records pertinent to this contract. GCLBA, the State of Michigan, U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives as well as any and all relevant governmental agencies shall have access to any books, documents, papers and records of the Contractor which are pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

ARBITRATION CLAUSE. In the event that any dispute arises over the performance, within eighteen (18) months of the end of the contract, interpretation or application of this Contract or alleged breach of it, the matter shall be submitted to arbitration. Each of the parties shall select one person, excluding relatives, as a member for the arbitration panel. The two persons so selected shall choose a third person to chair the arbitration panel. If the two arbitrators cannot agree on a third arbitrator, the GCLBA shall select a third member from a list of persons willing to arbitrate such disputes. The three member arbitration panel shall promptly meet and hear the dispute and shall expeditiously decide the matter upon a simple majority in writing. The decision of the arbitration panel shall be binding upon the parties and shall be enforceable by any court of competent jurisdiction. The GCLBA shall have the power to disburse from funds held by it based upon the arbitrators' written decision.

LIQUIDATED DAMAGES. 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 reasonably** 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.**

INDEMNIFICATION CONTRACTOR.

(1) CONTRACTOR shall defend, indemnify and hold harmless GCLBA, and their respective directors, officers, employees, agents, sureties and servants, from and against all damages, liabilities, claims, suits demands, judgments and awards (including attorney's fees and other expenses) on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of contractor, other subcontractor, or which may occur or be alleged to have occurred in connection with the performance of the Work, whether or not GCLBA is alleged to be concurrently negligent; provided, however, CONTRACTOR does not assume responsibility for liability to the proportional extent it arises from the active negligence of GCLBA.

(2) In the event CONTRACTOR, or anyone under its control, utilizes any equipment, scaffolding, hoist, tools, generators or other machinery owned or leased by GCLBA, CONTRACTOR shall be liable to GCLBA for any loss or damage to property (whether owned by GCLBA, CONTRACTOR, or otherwise) or injury (including death) to any person (including employees of CONTRACTOR or any third party) which may arise from such use except only where such loss, damage or injury is due solely to the negligence of CONTRACTOR's employees in operating such equipment or machinery.

(3) CONTRACTOR shall pay for all royalties and license fees, defend all suits or claims for the infringement of any patent or other proprietary rights involved in the Work, and shall hold GCLBA harmless from any and all losses, costs, expenses (including attorney's fees, costs and expenses) on account of any CONTRACTOR designed or specified Work or portion thereof.

(4) CONTRACTOR shall defend, indemnify, and hold GCLBA and relevant parties harmless from any and all liens or claims or rights to enforce liens against the property or the improvements thereon arising out of the Work to be performed or labor or materials shall constitute waiver of this indemnity. If such lien or claim for lien shall at anytime be filed, CONTRACTOR shall refund to GCLBA all monies paid by GCLBA in discharging and/or bonding off such lien, including all attorneys' fees and costs incurred therein.

(5)In the event the ("Contract") provides for an indemnification, such provision is incorporated into this Contract and shall supplement this Article. CONTRACTOR shall assume the obligations of GCLBA and defend, indemnify and hold harmless the indemnified parties. CONTRACTOR is required to indemnify in the ("Contract") to the full extent required of

GCLBA in the ("Contract") with respect to CONTRACTOR's Work or its acts and omissions. This subparagraph (5) shall supersede subparagraph (1), above with respect to indemnity obligations towards GCLBA/relevant parties if such is inconsistent with this subparagraph.

TERMINATION. This Contract may be terminated upon mutual Contract of the parties upon 30 days notice. If the Contract is terminated, the GCLBA will pay for services completed, up to the date of the termination, deemed with the terms of this contract. If the Contract is terminated, the Contractor will provide the GCLBA all pertinent records, data and information created up to the date of the termination to which the GCLBA, under the terms of this contract, is entitled. In the event of the contractor's noncompliance with any of the clauses of this contract or with any of such rules, regulations, or orders, this contract may be immediately cancelled, terminated or suspended in whole or in part and the contractor may be placed one the debarred list and declared ineligible for further contracts with the GCLBA.

WARRANTY. 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 CONTACTOR 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.

RE-INSPECTION FEE. If the Contractor's work fails the GCLBA's inspection, the GCLBA will charge Contractor a $75 per re-inspection fee.

MODIFICATION OF CONTRACT. No modification of this Contract will be made except by the written addendum, signed by the Contractor and the GCLBA.

NOTICES. Any notices or modifications given under this contract will be in writing and served personally or sent by certified or registered mail. Such notice is effective upon receipt by the other party.

Notices for the OWNER/GCLBA should be sent to:	Doug Weiland, Executive Director GENESEE COUNTY LAND BANK AUTHORITY 452 S. Saginaw Street, 2nd Floor Flint, Michigan 48502
Notices for the Contractor should be sent to:	*(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)* *(NAME OF BUSINESS ENTITY)* *(ADDRESS OF BUSINESS ENTITY)*

CONTRACT ENTERED INTO BY:

GENESEE COUNTY LAND BANK AUTHORITY	*(NAME OF BUSINESS ENTITY)*
_____	_____
Douglas K. Weiland, Executive Director	*(NAME & TITLE OF AUTHORIZED BUSINESS REPRESENTATIVE)*
_____	_____
Date	Date
_____	_____
Witnessed by:	Witnessed by: Email: _____ Phone: _____ Federal Identification Number: _____ License Number: _____

ATTACHMENT A

SECTION 3 CLAUSE. All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice inconspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

D. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

For Examples of Completed Payment Request Packets Please visit our website:

http://thelandbank.org/democontract.asp