

# Genesee County Land Bank Authority Blight Elimination Program

Request for Proposals- Environmental Abatement & Disposal of Asbestos and Hazardous Materials & Demolition and Disposal of Commercial & Residential Structures in Genesee County

BID NUMBER: #LB: 19-008 DUE DATE: Tuesday, April 23, 2019 at 3:00 pm EST



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## **REQUEST FOR PROPOSALS (RFP)**

#### REQUEST FOR PROPOSALS- ENVIRONMENTAL ABATEMENT & DISPOSAL OF ASBESTOS AND HAZARDOUS MATERIALS & DEMOLITION AND DISPOSAL OF RESIDENTIAL STRUCTURES IN GENESEE COUNTY

#### INTRODUCTION

#### Overview

The Genesee County Land Bank Authority (GCLBA) receives grant funding through various sources for blight elimination activities, including the demolition of GCLBA owned residential and commercial structures within Genesee County. Funding may come from various grants and or sources to include, but not limited to, the Community Development Block Grant, Genesee County Treasurer Demolition Funding, and other various funds.

Demolition of 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 commercial residential structures located in Genesee County. Funding sources for services to be provided include but are not limited to:

• C.S. Mott Blight Elimination Grant Funding

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. Please note that there are two separate scopes of work referred to in this RFP: one for residential demolitions on list #1 and one for the commercial structure at 902 N Stevenson St. There are two bid lists associated with the commercial structure on 902 N Stevenson St., of which GCLBA will only award ONE. Scopes of work are available via <u>www.box.com</u> by request and are included in this document by reference. Due to the potential for environmentally hazardous conditions, there are additional requirements Contractors must meet to be eligible for award. This proposal will be scored on the evaluation criteria set forth in this RFP. The GCLBA anticipates entering a contract for the Scope(s) of Work indicated herein and available for review on Box.com by request.

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

# Approved contractors that will not be responding to this RFP should only return the Attachment C.

Addendums to this RFP can be found at <u>www.thelandbank.org</u> under the tab *Current Bids*. Prior to bidding, please check for updates to this proposal.

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. "Bidders" means the companies or individuals that submit proposals in response to this RFP. The Bidder 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. "Contractor" means the Bidder whose proposal submitted in response to this RFP is selected for award of a contract.

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DVBE and Section 3 business enterprises. Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows: 10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex - architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

For additional information please refer to Attachment E and the following links: <a href="https://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/section3/section3">https://portal.hud.gov/hudportal/HUD?src=/program\_offices/fair\_housing\_equal\_opp/section3/section3</a>

#### https://portal.hud.gov/hudportal/documents/huddoc?id=11secfaqs.pdf

Companies that are MBE/WBE/DVBE or identify MBE/WBE/DVBE subcontractors and include a plan to meet MBE/WBE/DVBE goals may receive extra consideration in scoring and evaluation of their response.

#### Additional Contractor Requirements:

Contractors and workers must possess proper experience, training, and licensing to perform activities on sites that qualify as facilities. On these sites, all subsurface work including excavation, work with subsurface infrastructure, handling of existing soil, sediments or groundwater, removal of storage tanks, or any other site activity with the reasonable potential for exposure must be conducted by currently trained individuals as defined in Environmental Construction Management Plan. Minimum qualifications include:

Contractors or approved Subcontractors must have experience, training, licensing, and insurance for working on potentially contaminated properties and excavating underground storage tanks.

A Qualified Individual(s) with experience, qualifications, and current 40-hour HAZWOPER certification.

Pollution Liability insurance is required for projects involving the removal and disposal of waste or storage tanks or potential contamination soils. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate.

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA or any Bidder. GCLBA reserves the rights, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall GCLBA be liable to Bidders 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 Bidder 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. Bidders may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.



Each Bidder 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: #19-008

#### DUE DATE:

#### <mark>April 23*,* 2019 @ 3:00 pm EST</mark>

All inquiries relating to this RFP should be directed in writing to Faith Finholm, Grants Manager [**ffinholm@thelandbank.org**], at Genesee County Land Bank, 452 S. Saginaw Street, 2<sup>nd</sup> Floor, Flint, Michigan 48502 or via the appropriate indicated email.

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 contract to the Bidder(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in RFP. 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 Bidder(s) will start work after the contract is executed and depending on the readiness of the projects. The anticipated project schedule can be found under the IMPORTANT DATES section of this RFP. Please note that some projects that may be awarded may later be cancelled prior to being issued a Notice to Proceed depending on various factors including changes in priorities, readiness of projects prior to grant deadlines, and available funding. GCLBA reserves the right to cancel any project(s) that has been issued on a bid or entered into a contract if GCLBA has deemed project(s) infeasible and is unable to proceed with the demolition. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCLBA, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s). GCLBA also reserves the right to negotiate pricing.

Contractor will be responsible for any winter-grade inspection fees to local municipality if weather prevents Contractor(s) from completing final-grade and/or the local municipality is not issuing final-grade inspections. An amount of \$640.00 USD per property will be withheld



from the contract for the final grade. Timelines and adjustments will be discussed as necessary.

If there are any incomplete payment request packets or if final demolition inspection is failed by the GCLBA Demolition Inspector, 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 will be made by the GCLBA in 30 to 60 days upon receiving approved and complete payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.)

#### Federal, State, and Local 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, MDOT, 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. Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
- 10. Part 169, Scrap Tires, of the NREPA
- 11. 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.
- 12. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) <u>http://www.michigan.gov/documents/CIS\_WSH\_part602\_37719\_7.pdf</u>
- 13. OSHA 29 CRF 1926- Construction Industry Standards
- 14. 29 CFR 1910.1001, 19326.1101 & 1915.1001 Procedures of Occupational Exposure to Asbestos
- 15. 29 CFR 1910.1200 Hazard Communication



- 16. 40 CFR Part 261- EPA Regulations
- 17. 40 USC §3701 et seq.; 29 CFR Part 5- Contract Work Hours and Safety Standards Act (CWHSSA)
- 18. Federal Labor Standards and Provisions
- 19. Equal Opportunity Clause
- 20. Copeland Anti-kickback Act
- 21. Bidders Insurance Checklist (Attachment A)
- 22. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
- 23. And other Regulations Referenced throughout this document and attachments

#### PROFESSIONAL SERVICE REQUIREMENTS

#### Scope of Work

The purpose of this project is to provide abatement, demolition, waste disposal, and site protection of blighted and/or dangerous structures located in the City of Flint and Genesee County. Applicants can respond to the proposal/ scope of services described below (the complete scope of work is available through <u>www.box.com</u> upon request to Faith Finholm at <u>ffinholm@thelandbank.org</u>)

**Note: Change orders will not be approved for this project.** Each Bidder must sign and submit the Certification of Site Visit Form as supplied in *Attachment D*, verifying that, if successful, any material missed by the Bidder in preparation of bid will be the responsibility of the successful Bidder to remove in compliance with all relevant rules and regulations at no additional cost.

During the contract period, GCLBA anticipates the abatement and disposal of environmentally hazardous materials from specified structures prior to demolition of the structure(s). Demolition and disposal of the structures is to follow abatement.

The purpose of the abatement and disposal is to properly remove environmental hazardous materials/waste concerns associated with the structure, or within close proximity to the structure, that may require removal and disposal, or other consideration, before a structure is renovated, demolished or deconstructed.

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

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

In instances where Bidder intends to leave ACM in place during demolition, this must be specifically noted in the Work Plan with specific addresses and procedures identified.

As described later in the specification, certain regulatory exemptions exist for the removal and disposal of environmental hazardous materials from residential structures. Regardless of any regulatory exemption, the GCLBA has decided to divert certain waste from landfill disposal and therefore will identify select materials during the pre-demolition survey, which will require manifesting and transportation to a licensed treatment, storage, or disposal facility or other appropriate disposal location. A site specific Pre-Demolition Hazardous Materials Survey will be prepared by others and provided to the Contractor.

Any Contractor utilizing a subcontractor to achieve the demolition or abatement scope of work is required to manage their subcontractor and fulfill the indicated scope. Contractor(s) will be held responsible for all work performed by their subcontractor.

The Bidder is required to submit a Work Plan to include the following:

- A. Work Plan
  - 1. Address Specific Schedule and sequence of work
  - 2. Sampling and analysis protocols
  - 3. Quality Control
  - 4. Submittals
- B. Health and Safety Plan

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

Bidders must request access to review full Scope(s) of Work, Environmental Site Assessments as necessary, and Pre-demolition surveys by e-mailing their request to

ffinholm@thelanbank.org. Bidders will be invited to review information via Box.com.

It is the Contractor's responsibility to ensure to correct notifications are filed for these structures and that all relevant regulatory rules and guidelines are followed in during the abatement demolition of these structures.

For properties located outside the boundaries of the City of Flint, the Contractor will be responsible for securing water utility cuts from the appropriate local unit of government as identified in bid list(s). Permits and or receipts will need to be submitted with payment request packets as proof that cuts were authorized and secured. Contractor must ensure any additional cost associated with securing water cuts for structures in bid list(s) are sufficiently represented in the fee under the demolition scope.

Site restoration is to include: fill and compaction of all disturbed areas, and seeding and mulch of the entire parcel/lot and the Right of Way per specification.

In periods of abnormal dryness to severe drought as indicated by the U.S. Drought Monitor, Contractor will be required to water site for a period of 7 days after seeding to keep site sufficiently moist during the germination period.

Due to time constraints of the blight elimination program GCLBA does not anticipate allowing for any contract extensions.

The Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property (see Appendix 10).

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

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

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

The Contractor is required to place door hangers on properties within one property of the property slated for demolition one week prior to demolition (see Appendix 9 for example door hanger and example map identifying structures requiring door hangers). Door hangers requiring addresses to be filled in will be provided to the Contractor by GCLBA.

#### **EVALUATION CRITERIA AND SCORING**

The GCLBA will evaluate the four lowest cost proposals received and identify the submittals that are the most responsive, responsible and offer the best service to the GCLBA. Additional proposals will only be evaluated in the event that the award is not made to one of the four lowest cost proposals. The GCLBA will consider Bidder qualifications, financial viability, project references, experience with comparable projects, and projects with concurrent timelines. Specifically, each RFP package will be reviewed based on the following selection criteria:

#### A. Threshold Requirements PASS/FAIL

Respondent has experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity in the	Pass/Fail
past 5 years.	
Qualifications and References Provided	Pass/Fail
Respondent requested access to review documents on box.com to include	Pass/Fail
relevant scopes of work, environmental reports, maps, etc.	
Identification of Project Manager and Key Staff, with appropriate licensing	Pass/Fail
supplied:	
Asbestos Supervisor Y/N	
Lead Awareness Y/N	
HAZWOPER Y/N	
Designated Competent Individual:	
Applicable Licensing Requirements for company:	Pass/Fail
Builders License (or M&A with House Wrecking) Y/N	
Abatement License Y/N	
MI Tire Hauler's License Y/N	
The firm has <b>adequate staffing</b> to complete the project <i>within the time frame</i>	Pass/Fail
<b>identified in this Request for Proposals.</b> (If not, they are subcontracting with a	
company/individual that has the required qualifications)	
The firm has <b>adequate equipment</b> to complete project <u>within the time frame</u>	Pass/Fail
<i>identified in this Request for Proposals.</i> (If not, they are subcontracting with	
company/individual that has the required qualifications)	Dece/Feil
Insurance Requirements, including pollution liability	Pass/Fail
Debarment Certification	Pass/Fail
Contractor Disclosure Statement from Environmental Construction	Pass/Fail
Management Plan	
Section 3 Business Section	Pass/Fail
MBE/WBE/DVBE/Small Business Section	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Conflict of Interest Statement & Supporting Documentation	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail



#### B. Evaluation Factors

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines/Demonstrated Understanding The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	30*
<ul> <li>HUD Section 3</li> <li>Contractors can receive additional consideration in scoring per Section 3</li> <li>Regulations in 24 CFR Part 135 for: <ol> <li>Being a Section 3 Certified Business Concern, and</li> <li>Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference.</li> </ol> </li> </ul>	15
<b>Recycling plan</b> Respondents that submit a plan to recycle materials from the demolition may receive up to 5 additional points.	5
<b>Price</b> The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	50

\*\* Up to twenty (20) points may be deducted when evaluating Bidder capacity. GCLBA staff will consider past experience with Bidder's response to issues and complaints, including the timeframe in which the Bidder responded to identified issues and where Bidder performed substandard work (work performed by Bidder or Bidder's subcontractor(s) that did not meet bid specifications) on any previous GCLBA projects.

Please note that there are **two separate scopes of work** referred to in this RFP: **one scope for residential demolitions on list #1 and one scope for the commercial structure at 902 N Stevenson St.** There are *two bid lists* associated with the commercial structure on 902 N **Stevenson St., of which GCLBA will only award one.** 19-008-2 is to be bid as though Contractor does not receive award of Bid List #1 and completes 902 N Stevenson St. as a stand-alone project. 19-008-3 is to be bid as though Contractor is awarded both Bid List #1 and 902 N Stevenson St. It is expected that Contractors will realize cost savings in being awarded both the residential and commercial projects listed in this RFP as Bid List #1 includes two adjacent blighted structures to the north of 902 N Stevenson St. and Contractors may utilize earth on these sites to meet grading and compacting requirements along the east side of 902 N Stevenson St. Refer to indicated notes while preparing bids.

Scopes of work are available via www.box.com by request.



#### SUBMITTAL REQUIRMENTS

RFP responses must be submitted both via hard copy and electronic copy. Each Bidder 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. <u>Responses not submitted via hard copy will not be considered. Bidders are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.</u>

Bidders may, without prejudice to himself/herself, 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.

Bidders are required to submit all required documentation identified in the "Minimum Qualifications of Bidders" when responding to bids, with the exception of company tax returns. Bidders may have the most recent two years company tax returns on file with the GCLBA instead of submitting with the bid response.

If there are any changes with the documents or renewals, it is the Bidders' responsibility to submit the correct documents to the GCLBA in a timely manner. If the Bidder does not submit all required documents with the bid response, the documents may be considered missing, which may result in the bid response being considered as non-responsive.

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:

- Evidence of Financial Stability: The Bidder shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. All Bidders shall include two years of Company tax returns and a most recent corresponding annual financial statement (balance sheet, etc.) provided by their accountant and/or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCLBA in determining the Bidder'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.
- 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. <u>Asbestos License & Certificate:</u> The Bidder must be a licensed Asbestos Abatement Contractor by the State of Michigan in the name of principal or co-partnership. (*The person/company that is issued the License and/or Certificate by the State of Michigan must be an entity that applies to be added to the prequalified list.*)
- 4. Evidence of Insurance: The Bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, for Professional Services Professional Liability with limits not less than \$1,000,000 per occurrence. The Bidder must also have Pollution Liability insurance for projects involving the removal and disposal of waste or storage tanks. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. (See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured for all contracts.
- 5. <u>Current Certificate of Good Standing (Corporation) or Certificate of Existence:</u> 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 Bidder 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.)
- 6. <u>Experience</u>: Bidders must have a minimum of **five**\* (5) years of relevant and proven experience providing professional licensed demolition services. \**References should be related to the scope of work and must be recent, with projects completed within the past 5 years.*
- 7. <u>Bid, Performance and Payment Bond</u>: Bidders must provide a letter from the bonding company they intend to use stating bonding capacity and surety rating. 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.*
- 8. <u>Conflict of Interest Statement & Supporting Documentation</u>: The Bidder shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Bidders shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.



- 9. <u>Debarment and Suspension</u>: The Bidder 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, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
  - d. Have not within a three-year period preceding 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.

#### 10. 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.
- 11. <u>Capacity</u>: 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.



#### Letter of Interest

Please submit a Cover Letter of Interest on your firms letterhead signed by a duly authorized officer or representative of the Bidder, 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 Bidder 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 Bidder. For purposes of this RFP "Principals" shall mean persons possessing an ownership interest in the Bidder.
  - If the Bidder 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 Bidder.
  - A complete list of all the Bidders' board/officers must be included.
- 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. Include a list of projects your company is currently committed to and briefly explain whether you see any conflict between being able to complete projects currently under contract and a GCLBA contract should the project be awarded.
- Familiarity with the GCLBA and basic understanding of programs (see <u>www.thelandbank.org</u> 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 Bidder 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. Proposals that are submitted on time 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 Bidder with the lowest price. Instead, contract(s) shall be awarded to Bidder(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in RFP.



#### **IMPORTANT DATES**

Bids Due	Tuesday, April 23, 2019
Notice of Award	On or around Tuesday, April 30, 2019
Contract Signed	On or around Tuesday, May 7, 2019
Start Work	On or around Monday, May 8, 2019
Final-grade, seed and straw work completed	On or before Friday, June 28, 2019
Final Paperwork and Payment Request	On or before Friday, July 5, 2019

NOTE: Dates are estimates and may be modified by GCLBA as appropriate.

#### QUESTIONS

Questions regarding this RFP should be submitted in writing via email to <u>ffinholm@thelandbank.org</u>

#### 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, April 23, 2019. Each Bidder 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:

Faith Finholm, Grants Manager Genesee County Land Bank Authority 452 S. Saginaw St. 2<sup>nd</sup> Floor Flint, MI 48502



#### **RFP SUBMITTAL REQUIREMENTS CHECKLIST**

Please provide Checklist with response to RFP. Bidders must include all required submittals identified in this Request for Proposals with bid response.

(GCLBA STAFF ONLY)	Included in bid packet	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:
			<ul> <li>Section B: Letter of Interest- Include a description of on-going projects and whether they will conflict with the completion of this project.</li> </ul>
			Certification Form Note (Attachment C)
			References (Attachment B)
			Description of Company
			□ Bid Bond
			□ <u>Current</u> Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Bidder 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 (Contractor and Subcontractor)
			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)
			Lead Awareness for workers
			MDEQ Scrap Tire Hauler Registration
			Contractor Disclosure Statement
			Evidence of Financial Stability - Two most recent years tax returns and corresponding annual financial statements



(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 2)
			Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
			Debarment Certification (Attachment H)
			Conflict of Interest Statement & Supporting Documentation (Attachment F)
			□Local Hiring, HUD Section 3, MBE/WBE/DVBE, if applicable (Attachment E & G) (Section 3 Goals: 10% of construction subcontracts and 3% of non-construction subcontracts are to be awarded to agencies/businesses who are Section 3 certified. Contractors can achieve Section 3 goals through committing 25% of award to Section 3 certified subcontractors.)
			Generation Work Plan- with site specific information
			□ Health and Safety Plan
			Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County
			RFP Submittal Requirements Checklist
			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. DEBARMENT CERTIFICATION
- I. MEDC COMMUNITY VENTURES FLYER

#### APPENDICES

- 1. SCOPE OF WORK (ABATEMENT & DEMOLITION)
- 2. MDEQ NESHAP PROGRAM- NOTICES
- 3. MAP AND BOUNDARIES OF TARGET AREAS
- 4. FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5. SAMPLE CONTRACT AND PAYMENT REQUEST PACKET
- 6. EXAMPLE ABATEMENT SUMMARY SHEET
- 7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8. EVALUATION CRITERIA & SCORING
- 9. GCLBA DOOR HANGER
- 10. GCLBA PRE-ABATEMENT WALKTHROUGH FORM, PRE-DEMOLITION WALKTHROUGH FORM



## ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

#### **Coverages Required**

- 1. Workers' Compensation
- 2. Employers Liability
- 3. General Liability 1,000,000/OCC/AGG
- 4. Professional liability
- 5. Products/Completed operations
- 6. Contractual liability
- 7. Explosion, Collapse, Subsidence
- 8. Automobile liability Owned, hired, nonowned
- 9. Authoritys and Contractors Protective

#### Limits (Figures denote minimums)

- \$500,000 or Statutory limits of Michigan whichever is greater \$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate \$1,000,000 per occurrence \$1,000,000 per occurrence with \$2,000,000 aggregate \$1,000,000 per occurrence with \$2,000,000 aggregate \$1,000,000 general aggregate (gen. agg.) Excess Policy with limits at least \$2,000,000 \$1,000,000 combined single limit each accident-Owned, hired, nonowned
- 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) RELATED TO SCOPE OF WORK FROM THE LAST 5 YEARS

Reference #1: Company/Municipality:		
Contact Person:		
Address:		
City:		Zip:
Telephone:		Fax:
Email:		Project Timeline (Dates):
Type of Project:		
Budget:		
Reference #2: Company/Municipality:		
Contact Person:		Title:
Address:		
City:	State:	Zip:
Telephone:		Fax:
Email:		Project Timeline (Dates):
Type of Project:		
Budget:		
Reference #3: Company/Municipality:		
Contact Person:		Title:
Address:		
City:	State:	Zip:
Telephone:		Fax:
Email:		Project Timeline (Dates):
Type of Project:		
Budget:		

<b>RFP</b>	/BID	#:
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### ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Bidder named in this Certification (the "Bidder"), 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 Bidder has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Bidder)	
<b>Will</b> be responding to this RFP.	
<b>Will not</b> be responding to this RFP, but	out to remain on the Genesee County Lan
Bank approved contractors list. (Pleas	se 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 SUBCONTRA	ACTORS:
(Typed Name of Subcontractor's Authorized Representativ	ive) (Title)
(Typed Name of Subcontractor's Authorized Representation)	(Title)
(Typed Name of Subcontractor's Authorized Representation)	 ive) (Title)

\*\*It is the contractor responsibility to ensure that all documents, licenses and certifications on file with the GLBA are current. Failure to comply may result in the removal from the GCLBA approved contractors list.

## ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

#### Company Name: \_\_\_\_\_

#### **BID TENDER SUMMARY**

BID LIST#	LB 19-008-1 Residential Scope	LB 19-008-2 Commercial Scope Base Bid Total Stand Alone- Without Award of Bid List #1 (No Alternates)	LB 19-008-3 Commercial Scope Base Bid Total- With Award of Bid List #1 (No Alternates)
BID AMOUNT	\$	\$	\$

**NOTE:** There are two separate scopes of work: one for residential demolitions on list #1 and one for the commercial structure at 902 N Stevenson St. There are *two bid lists associated with* the commercial structure at *902 N Stevenson St.*, of which *GCLBA will only award one*. 19-008-2 is to be bid as though Contractor does not receive award of Bid List #1 and completes 902 N Stevenson St. as a stand-alone project. 19-008-3 is to be bid as though Contractor is awarded both Bid List #1 and 902 N Stevenson St. It is expected that Contractors will realize cost savings in being awarded both the residential and commercial projects listed in this RFP as Bid List #1 includes two adjacent blighted structures to the north of 902 N Stevenson St. and Contractors may utilize earth on these sites to meet grading and compacting requirements along the east side of 902 N Stevenson St. Refer to notes on 19-008-3 while preparing demolition bids.

#### **Statement of Experience**

Years of Company Experience: \_\_\_\_\_\_

Years of Individual Experience:

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

#### List staff that will be committed to this project, staff qualifications, and staff experience.

Include relevant professional and educational experience (provide documentation on attached sheet)

Provide 3 examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP. Include timeframe in which each project was completed.

Timeline of projects scheduled concurrent with GCLB projects

Timeline of SUBCONTRACTOR projects scheduled concurrent with GCLB projects

## **Demonstration of Capacity**

Can Contractor complete abatement, demolition and disposal within the time frame identified in this Request for Proposal?		
Does Contractor or Subcontractor poses experience, qualified individual(s), training, and pollution liability insurance required in the Request for Proposals?		
Number of employees:		
List of equipment (can attach list if need):		
Subcontractor(s): <u>Please use additional sheets as necessary to document all subcontractors.</u> All subcontractors should be listed. Subcontractors must be accepted by GCLBA prior to working on GCLBA projects. The GCLBA must be listed as additional insured on Contractor and subcontractor insurance policies. Subcontractors must meet insurance requirements defined in Attachment A: Bidder's Insurance Checklist.		
Will you be using a sub-contractor?   Subcontractor DBA:		
Sub-Contractor Service:		
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):		
Demonstrate experience conducting UST removal projects for the EPA, MDEQ, government or private entity in the past <u>5</u> years.		

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

**Does Contractor or subcontractor have any EPA, MDEQ, or MIOSHA active investigations**? If yes, please give dates, describe incident and any changes to your policies and procedures. Use additional sheets as necessary.

Has the Contractor or subcontractor been the recipient any EPA, MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates, describe incident and any changes to your policies and procedures. Use additional sheets as necessary.

Identify the water source to be utilized for fugitive dust suppression during demolition. What will Contractor use to apply the water to the demolition? Where will Contractor acquire the water?

Identify structures in this bid in which ACM will remain during demolition. List ACM to remain. Use additional sheets as necessary.

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 19-008**

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

FOR: Invitation to Bid #LB 19-008 Environmental Abatement & Disposal of Asbestos and Hazardous Materials & Demolition and Disposal of Residential and Commercial Structures in Genesee County:

DATE:	
NAME OF BIDDER:	
ADDRESS	
TELEPHONE:	

TO: Genesee County Land Bank Authority (hereinafter called "GCLBA")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential Structures having examined Bid #LB: 19-008 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 19-008, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

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

**Adjustments to bid-** In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCLBA, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).

GCLBA reserves the right to cancel any project(s) that has been issued on a bid or entered into a contract if GCLBA has deemed project(s) infeasible and is unable to proceed with the demolition.

## **ATTENTION:**

Please note that there are two separate scopes of work referred to in this RFP: one for residential demolitions on list #1 and one for the commercial structure at 902 N Stevenson St. represented in both list #2 and list #3. There are *two bid lists associated with* the commercial structure on *902 N Stevenson St.*, of which *GCLBA will only award one*. Scopes of work are available via <u>www.box.com</u> by request and are included in this document by reference. Due to the potential for environmentally hazardous conditions, there are additional requirements Contractors must meet to be eligible for award.

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

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

In instances where Contractor intends to leave ACM in place during demolition, this must be specifically noted in the Work Plan with specific addresses and procedures identified.

Where surveys are incomplete due to mitigatable conditions (blocked stairwells, debris, flooded basements, e tc.), abatement quote should include cost of addressing barrier so that a thorough inspection can be made prior to demolition. Contractors are to include cost to address conditions in abatement bid and coordinate completing survey with GCLBA and surveyor. Change Orders will not be accepted on these properties. Some of the properties contain vermiculite. (See Abatement Tabs) Quantities listed in surveys are only estimates. Contractors are to satisfy themselves as to actual quantities prior to submitting a bid.

As described later in the specification, certain regulatory exemptions exist for the removal and disposal of environmental hazardous materials from residential structures. Regardless of any regulatory exemption, the GCLBA has decided to divert certain waste from landfill disposal and therefore will identify select materials during the pre-demolition survey, which will require manifesting and transportation to a licensed treatment, storage, or disposal facility or other appropriate disposal location. A site specific Pre-Demolition Hazardous Materials Survey has been prepared by others and available upon request.

In order to prepare a responsive quote for the abatement and demolition of structures in this bid, bidders should request permission from the Genesee County Land Bank to view the environmental surveys and reports on Box.com in addition to conducting site visits. Requests can be submitted via email to <u>ffinholm@thelandbank.org</u>.

This RFP may include structures located outside of the City of Flint and scattered throughout Genesee County. While the Genesee County Land Bank secures disconnects of water utilities for structures within the City of Flint, <u>Contractor will be responsible for securing water</u> <u>and sewer disconnects for structures outside the City of Flint.</u>

## **UNIT PRICE FOR ABATEMENT AND DEMOLITION WORK**

Refer to the appropriate Scope of Work available through <u>www.box.com</u> upon request for a description of work items by list.

BID	LIST # - LB19-008	DENT	TAL SCOPE		Abatement Sc	Scope of Work Demolition Scope of Work			<u>Nork</u>	Project Total			
								<u>Hazardous</u>				<u>Final-</u>	Project Total
								<u>Materials</u>	<u>Asbestos</u>			grade, seed	
No	PARCEL-NO	Address	Dir	Street	City	Zip	Fund	<u>Bid</u>	<u>Bid</u>	<u>Demo</u>	<u>Backfill</u>	<u>&amp; mulch</u>	
1	40-12-451-008	706		Begole *	Flint	48503	DTM						
2	40-12-353-031	1124		Flushing Rd *	Flint	48504	DTM						
3	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM						
4	40-11-477-009	1937		Flushing Rd	Flint	48504	DTM						
5	40-11-477-007	1945		Flushing Rd	Flint	48504	DTM						
6	40-12-351-028	1017		Frost St	Flint	48504	DTM						
7	40-12-354-017	914	Ν	Stevenson St *	Flint	48504	DTM						
8	40-12-354-015	918	Ν	Stevenson St	Flint	48504	DTM						

 $\ensuremath{^*}$  Abate what can be abated and demo as containing

19-008-1- RESIDENTIAL TOTAL

BID LIST	F# - LB-19-008-2 COMMERCIAL SCOPE- 902 N Stevenson St ONLY	Contra	Contractor:							
<u>ltem</u> <u>No</u>	Description	<u>Units</u>	<u>Est Qty</u>	<u>Unit Price</u>	Proposal Price					
1	Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials.	LS	1	\$						
2	Asbestos Abatement, and Hazardous Material Removal	LS	1	\$						
3	Demolition- completely demolish and remove buildings, basements, foundations, and all Site improvements including, but not limited to: retaining walls, sidewalks, roadways, parking lots, pads, signs, poles, fences, and curbs, with the exception of storm drains/catch basins and associated sewer lines	LS	1	\$						
4	Backfill, compact, rough grade	LS	1	\$						
5	Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water	LS	1	\$						

19-008-2 TOTAL BASE BID

BID LIST	T # - LB-19-008-3 COMMERCIAL SCOPE- 902 N Stevenson St W/Residentials**	Contractor:						
<u>ltem</u> <u>No</u>	Description	<u>Units</u>	<u>Est Qty</u>	<u>Unit Price</u>	Proposal Price			
1	Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials.	LS	1	\$				
2	Asbestos Abatement, and Hazardous Material Removal	LS	1	\$				
3	Demolition- completely demolish and remove buildings, basements, foundations, and all Site improvements including, but not limited to: retaining walls, sidewalks, roadways, parking lots, pads, signs, poles, fences, and curbs, with the exception of storm drains/catch basins and associated sewer lines	LS	1	\$				
4	Backfill, compact, rough grade	LS	1	\$				
5	Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water	LS	1	\$				

#### 19-008-3 TOTAL BASE BID

\*\*When preparing bid response for 19-008-3, please consider that contractor may utilize earth from 918 and 914 N Stevenson St. to achieve a consistent grade from the privately owned lot to north of 918 N Stevenson St. (Vacant Lot 926 N Stevenson 40-12-3544-040) to 902 N Stevenson St. on Flushing Rd./Tuuri Pl. Site material may only be moved from 918/914 N Stevenson St. toward 902 N Stevenson St. and may not be moved from 902 N Stevenson St. at all. Contractor will be required to bring in additional fill as necessary to meet fill, compaction, and grading requirements after removal of retaining wall along the east side of 902 N Stevenson St. bordering 1014 Tuuri Pl.- a privately owned and occupied property. Contractor will be required to apply 6 inches of GCLBA approved topsoil to apply to all three sites upon finished grade.

<u>19-008</u>					
<u>Item No.</u>	Description	<u>Units</u>	Est Qty	Unit Price	Proposal Price
A	Obtain right of way (ROW) permit(s), pay fee(s), remove approach and curb cuts in ROW on North side of site, construct street curb, and sidewalk in accordance with City requirements, place Owner approved backfill and topsoil, seed, mulch and water (See Figure 3). Replace Contractor damaged sidewalks in accordance with City requirements at no cost to Owner.	LS	1	\$	
В	Procure and install "Jersey Barriers" in all ROW approaches.	EA	3	\$	
С	Remove billboard sign and associated components on south east of 902 Stevenson St.	LS	1	\$	

19-008 ALTERNATES TOTAL

# **ABATEMENT BID TABS**

As described later in the specification, certain regulatory exemptions exist for the removal and disposal of environmental hazardous materials from residential structures. Regardless of any regulatory exemption, the GCLBA has decided to divert certain waste from landfill disposal and therefore will identify select materials during the pre-demolition survey, which will require manifesting and transportation to a licensed treatment, storage, or disposal facility or other appropriate disposal location. A site specific Pre-Demolition Hazardous Materials Survey has been prepared by others and is available via Box.com upon request.

19-00	9-008-1 Bid Tabs													
No	PARCEL-NO	Address	Direction	Street	City	Zip	Fund (	Category	Material	Location	Quantity			
	40-12-451-008	706		Begole	Flint	48503	DTM A	ACM	Plaster Drywall	Whole House	2,400 SF			
	40-12-451-008	706		Begole	Flint	48503	DTM 1	TIRE	Automobile Tire	Exterior	1			
	40-12-451-008	706		Begole	Flint	48503	DTM I	NOTE	LIMITED INSPECTION: Basement & Second Floor -*Due to fire damage and flooding (3-4'), the second and basement were not surveyed. Therefore, additional ACM and/ or RMS may be present in thos					
	40-12-353-031	1124		Flushing Rd	Flint	48504	DTM I	NOTE	Interior of House-*The home v ACM and/ or RMS may be pres	vas burnt down and only the foundation re sent within the foundation.	nained. Therefore, additional			
,	40-12-353-021	1222	[	Flushing Rd	Flint	48504		ACM	Plaster	Whole House	3.800 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Yellow Linoleum	Room 7	130 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM			85 SF			
						48504			Brown Mastic	Room 7				
	40-12-353-021	1222		Flushing Rd	Flint			ACM	Green Linoleum	Room 6	40 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Tan Linoleum	Room 12	40 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Beige 12x12 Floor Tile	Room 11	40 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Brown 9x9 Floor Tile	Basement	1,000 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Panel Mastic	Basement	200 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Vent Wrap	Room 10	60 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		ACM	Roof Shingle	Exterior	1,200 SF			
	40-12-353-021	1222		Flushing Rd	Flint	48504		HAZ	CFL	Rooms: 1, 2, 8, 9, 10, 11, 12, STB	13			
	40-12-353-021	1222		Flushing Rd	Flint	48504		HAZ	Fluorescent Light Bulbs	Rooms: 5, 7, Basement	12			
	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM ł	HAZ	Ballast	Rooms: 5, 7, Basement	3			
	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM H	HAZ	Mercury Thermostat	Room 4	1			
	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM H	HAZ	Mercury Vapor Bulb	Exterior	1			
	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM I	HAZ	Smoke Detector	Basement	1			
	40-12-353-021	1222		Flushing Rd	Flint	48504	DTM 1	TIRE	Tire	Exterior	1			
						<u> </u>			•					
	40-11-477-009	1937		Flushing Rd	Flint	48504	DTM A	ACM	Vent Wrap	House Ducting	150 SF			
	40-11-477-009	1937		Flushing Rd	Flint	48504		ACM	Stone Linoleum	Room 3	120 SF			
	40-11-477-009	1937		Flushing Rd	Flint	48504		ACM	Black Linoleum	Room 3	120 SF			
	40-11-477-009	1937		Flushing Rd	Flint	48504		ACM	Grey Mastic	Basement	800 SF			
	40-11-477-009	1937		Flushing Rd	Flint	48504		ACM	Stack Cement	Basement	5 SF			
	40-11-477-009	1937		Flushing Rd	Flint	48504		HAZ	Smoke Detector	Rooms 5,6,7	3			
	10 11 477 005	1557				40304								
	40-11-477-007	1945		Flushing Rd	Flint	48504		ACM	Textured Surfacing	Room 1	250 SF			
	40-11-477-007	1945		Flushing Rd	Flint	48504		ACM	Roof Tar	Exterior	100 LF			
	40-11-477-007	1945		Flushing Rd	Flint	48504		ACM	Vent Wrap		100 LF			
	40-11-477-007	1945		-	Flint	48504		HAZ		House Ducting Room 2	100 SF			
5	40-11-477-007	1945		Flushing Rd	Fint	48504	ו אויט	ΠΑΖ	Mercury Thermostat		1			

No	PARCEL-NO	Address	Direction	Street	City	Zip	Fund	Category	Material	Location	Quantity
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	ACM	Black Linoleum	Room 1- (Layer 1 of 1)	140 SF
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	ACM	Tan 9X9 Floor Tile	Basement	300 SF
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	ACM	Speckled Tan 9X9 Floor Tile	Basement	30 SF
	40-12-351-028	1017		Frost St	Flint	48504	DTM	ACM	Debris Transite	Garage	200 SF
	40-12-351-028	1017		Frost St	Flint	48504	DTM	ACM	Pipe Wrap	Garage	15 SF
	40-12-351-028	1017		Frost St	Flint	48504	DTM	HAZ	Ballast	Rooms 6,1,4,Garage	9
	40-12-351-028	1017		Frost St	Flint	48504	DTM	HAZ	Smoke Detector	Room 7	1
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	HAZ	Fluorescent Light Bulb	Garage	3
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	HAZ	CFL	Garage	1
6	40-12-351-028	1017		Frost St	Flint	48504	DTM	TIRE	Tire	Exterior, Garage	2
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	ACM	Vent Wrap	House Ducting	80 SF
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	ACM	Window Glaze	Exterior	300 SF (20 Windows)
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	ACM	Red Flooring	Stairs to Basement	20 SF
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	ACM	Stucco	Exterior	2,000 SF
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	TIRE	Tire	Exterior	1
7	40-12-354-017	914	N	Stevenson	Flint	48504	DTM	NOTE	LIMITED INSPECTION: Second Floo additional ACM and/ or RMS may		d floor was not surveyed. Therefore
			•					•	·		
8	40-12354-015	918	N	Stevenson	Flint	48504	DTM	ACM	Yellow Pattern Linoleum	Entry	100 SF
8	40-12354-015	918	N	Stevenson	Flint	48504	DTM	ACM	Vent Wrap	House Ducting	100 SF
8	40-12354-015	918	N	Stevenson	Flint	48504	DTM	ACM	Yellow Linoleum	Room 5	50 SF
8	40-12354-015	918	N	Stevenson	Flint	48504	DTM	ACM	Garage Window Glaze	Exterior	30 SF (2 Windows)
8	40-12354-015	918	Ν	Stevenson	Flint	48504	DTM	HAZ	Mercury Thermostat	Room 2	1

No	PARCEL-NO	Address	Direction	Street	City	Zip	Fund	Category	Material	Location	Quantity
19-00	8-2 & 3 Bid Tabs										
40-12	-354-032	902		Stevenson	Flint	48504	DTM	ACM	Gray Floor Tile/Brown Floor Tile	Whole House	616 SF
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Bulb	Right Side of Buidling	1 - 8' Bulb
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Bulb	Left Side of Buidling	2
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Bulbs	Room 2	4- 8' Bulbs
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Ballasts	Room 2	4
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Bulbs	Room 1	36- 4' Bulbs
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Ballasts	Room 1	18
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Mercury Thermostat	Room 1	1
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Mercury Thermostat	Room 4	1
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Ballasts	Room 4	1
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Fluorescent Light Bulbs	Room 5	2- 4' bulbs
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Battery	Room 5	1
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Adhesive	Room 5	1-5 gallon
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Adhesive	Room 5	1- 1 quart
40-12	-354-032	902		Stevenson	Flint	48504	DTM	HAZ	Mercury Thermostat	Room 5	1

#### Bidder Name:

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Monday, May 7, 2019 and to fully complete on or before Friday, July 5, 2019.

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. Contractor will be held responsible for having compared the premises with the surveys, maps, drawings and specifications, and to have satisfied himself/herself as to all conditions affecting the execution of the work. Bidder acknowledges that, if successful, any material missed by the bidder in preparation of bid will be the responsibility of the successful bidder to remove in compliance with all relevant rules and regulations at no additional cost.

No allowance or extra compensation concerning any matter or thing about which the Bidder might have fully informed himself/herself 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	
	that it has the lea Individual Co-Partnership	gal status checked below.
	Corporation Inco	rporated under the laws and State
of		
This Bid Proposal is submitted in the n	ame of:	
(Name of Contractor)	_	
Ву		
Title	_	
Signed and sealed thisDay of		20
INSTRUCTIONS: Submit this form to	GCLBA.	
	END OF SECTIO	N

# ATTACHMENT E: Section 3 Clause and City of Flint Section 3 Business Certification Program Information

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows: 10% of construction (demolition) subcontracts are to be awarded to agencies/ businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex - architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

For additional information please refer to the following links: <u>https://www.hud.gov/section3</u>

https://portal.hud.gov/hudportal/documents/huddoc?id=11secfaqs.pdf

# **Becoming Section 3 Certified**

Bidders interested in becoming Section 3 certified through the City of Flint can contact City of Flint's Department of Community and Economic Development at (810) 766-7426. City of Flint application forms for businesses seeking Section 3 Preference in Contracting are attached.

Information on hiring or becoming certified as a Section 3 Resident through Mott Community College Workforce Development is also attached.

# **Section 3 Reporting Requirements**

Contractors performing work on Section 3 covered contracts must comply with Section 3 rules and regulations at 24 CFR Part 135, incorporate the Section 3 Clause into all subcontracts, and complete Section 3 reports (attached) for all contracts.

#### City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and **Demonstration of Capacity**

Name of Busin	ess		Phone & Fax
Address		City	Zip
Type of Busine	ss: Corporation	Partnership	Sole Proprietorship
Type of Busines	s Activity:		(i.e. construction, plumbing, demolition)
<ul> <li>For all busines</li> <li>Copy of Artic</li> <li>Assumed Bu</li> <li>List of owners</li> <li>51% owners</li> <li>Organization</li> </ul>	e following docume s entities (as applie cles of Incorporation isiness Name Certifi rs/stockholders and hip of each chart with names a ction statement	cable): icate	<ul> <li>Certificate of Good Standing</li> <li>Partnership Agreement</li> <li>Corporation Annual Report</li> <li>Latest Board minutes appointing officers</li> </ul>
			B resident-owned enterprise: ast 51% of the business owners)
Business:	subcontracted Secti	on 3 business(e	subcontracting 25% of the dollar award to qualified Section 3 es) and contract/agreement documentation of subcontract amount cumentation for each subcontracted Section 3 Business
are current employme List of List of Certific	ly Section 3 reside at with the busines all current full time e employees claiming ation for Section 3 F	ents or were Se s: mployees Section 3 statu Residents (at lea	claiming at least 30 percent of their full time, permanent workforce ection 3 eligible residents within 3 years of date of first as ast 30% of all current full-time employees) with supporting mmediately prior to the date of first hire
Curr State expe	lity to perform suc ent audited financial ement of ability to co	statement or Ir mply with public ov providing a lis	er the terms and conditions of the proposed contract: ncome Tax Return c policy related to government funding (federal, state or city work st of all contracts for the past two years
<ul> <li>✓ All wor</li> <li>✓ Parties</li> <li>✓ Contract</li> </ul>	to be performed is under contract certi ctor agrees to notify	covered by Sec fy that no imped labor organizat	stated in 24 CFR 8.5.36 (d) to the following: ction 3 diment would prevent compliance ions of Section 3 commitments and post notice at work site in termination of contract for default

Authorized Name, Title and Signature

Date \_\_\_\_\_

Please submit documentation of the following items to Kevin L. Miller at City of Flint, Dept. of Community and Economic Development, 1101 S. Saginaw St., Flint, Michigan 48502, klmiller@cityofflint.com or fax to 810-766-7351. Direct any questions to 810-766-7426 ext. 3023

Open Enrollment Monday – Thursday ONLY Arrive 15 minutes early Intake is at 9:00am or 1:00pm Must be on time!!! Intake is 3 - 3 ½ hours No children PLEASE!

# MOTT COMMUNITY COLLEGE

Section 3 Resident Application Process

#### (810) 232-2555

Mott Community College (MDD) – Workforce & Career Development Department offers several programs through the *Federal Workforce Investment Act (WIA)*. The objective of these programs is to assist adults who are seeking employment or skill improvements as a path to better employment.

Adult Worker Program – Available to any adult 18 years or older. Dislocated Worker Program – Available to any adult 18 years or older who has been terminated, laid off or has exhausted their unemployment compensation. Incumbent Worker Program – Available for any adult who is currently employed and wants to improve their skills in computers, basic math, grammar or reading. This program can also be utilized be employers interested in customized training for their current workforce.

Each program offers three levels of service: staff-assisted core intensive and training services. Participants are involved in activities such as Individual Job Development, Advances Job Club, Advanced Screened Referrals and Follow-Up Services, which are tailored to meet individual needs. Supportive Services may be available on a limited basis to those who qualify for the purpose of enabling the successful participation and completion of program services.

To take advantage of these program opportunities, individuals must register with and receive core services from the Employment Services Office; complete the WIA Registration process and meet the program eligibility and documentation requirements.

The following documentation will be needed at the time of your appointment as it applies to your situation.

- Career Alliance Referral Forms from Employment Services (located in the basement of Career Alliance)
- Valid Driver's License or State ID
- Social Security Card
- Birth Certificate (if no valid ID)
- Adult Workers (Proof of family size and proof of income most recent check stub)
- Most Recent Tax Return (To verify family size)
- Dislocated Workers (Most current UA check stub / UA Determination Notice)
- Letter of dismissal from last employer if applicable
- Medical cards / Bridge Card
- DHS Statement of Income
- SSI / SSD Statement of Income
- Copy of Work Keys Assessment results
- DD-214 (Military Transfer / Discharge Paper)

We look forward to working with you soon!

Mott Community College Workforce Education Center / Garfield G. Wagner, Jr. Building 709 North Saginaw Street, Flint, Michigan 48503 Phone: (810) 232-2555



## **Certification for Resident Seeking Section 3 Training and Employment Preference**

\_\_\_\_\_ meets the income and residence eligibility guidelines for a low- or very-low-income person for this area seeking Section 3 preference in training and employment.

The following documentation has been submitted to Mott Community College Workforce and Career Development as evidence of Section 3 status:

- Copy of lease
- Michigan State Drivers License or ID
- Resume

Full address of Person seeking Certification

Signature of Person seeking Certification

- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- o Other evidence
  - Tax return
  - Pay stub
  - Social Security annual income report
  - Unemployment rejection letter
  - DHS denial letter
  - Notarized letter of support from other individual

Name:	Title:	Date:
Referred for employment to:		Date:
Trade/Skill:		
Referred by:		Title: Job Development Specialist

K:\Job Development Specialist Folder\Certification of Resident Seeking Section 3.doc



# FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

# FY 2018 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2018 Income Limit Area	Median Family Income Explanation	FY 2018 Income Limit Category	1	2	3		in Famil 5	у 6	7	8
		Very Low (50%) Income Limits (\$) Explanation	20,550	23,500	26,450	29,350	31,700	34,050	36,400	38,750
Flint, MI MSA	\$57,900	Extremely Low Income Limits (\$)* Explanation	12,350	16,460	20,780	25,100	29,420	33,740	36,400*	38,750*
		Low (80%) Income Limits (\$) Explanation	32,900	37,600	42,300	46,950	50,750	54,500	58,250	62,000

**NOTE:** Genesee County is part of the **Flint**, **MI MSA**, so all information presented here applies to all of the Flint, **MI MSA**.

The Flint, MI MSA contains the following areas: Genesee County, MI;

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as <u>established</u> <u>by the Department of Health and Human Services (HHS)</u>, provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2018 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2018 Fair Market Rent documentation system.

For last year's Median Family Income and Income Limits, please see here:

FY2017 Median Family Income and Income Limits for Flint, MI MSA

Crawford County Delta County Dickinson County	<b>^</b>		Flint, MI MSA Select HMFA Income Limits Area	▼				
Eaton County Emmet County Genesee County Select county or cour	▼ nty equivalent		Or press below to start over and select a different state: Select a new state					
Update URL For bookmarking or E-Mailing								
	Prepared by the Economic and Market Analysis Division, HUD.							

# Section 3 Developer/Subgrantee Employment Roster City of Flint Department of Planning and Development Community and Economic Development Division

Contractor Name:	Telephone:
Contact Person:	Fax:
Project Name:	Reporting Period:

Please list all current full time, permanent employees on your project - Identify Section 3 Certified Employees

Position							1	
Ending Date								
Starting Date								
Telephone #			-	:				
Employee's Address								
Name								

\*Construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a)

Authorized Signature:	Date:
Printed Name:	Title:

Revised 02/2017; All previous versions obsolete

#### Section 3 General Contractor/Subcontractor Timesheet Summary City of Flint Department of Planning and Development Community and Economic Development Division

Contractor/Sub Name:	Telephone:	
Contact Person:	Fax:	
Project Name:	Reporting Period:	
Contractor/Sub Address:		

Job Category	Hours Worked by Existing Staff	Number of Non- Section 3 New Hires	Hours Worked by Non-Section 3 New Hires	Number of New Hires that are Section 3 Residents	Hours Worked by New Hire Section 3 Residents	Number of Section 3 Trainees	Hours Worked by Section 3 Trainees
Office/Clerical							
Building Contractor							
Electrical							
Plumbing							
HVAC/Mechanical							
Carpentry							
Drywall							
Roofing		-					
Siding							
Flooring/Carpet							
Concrete							
Insulation							
Demolition							Still 12 - 5
General Laborer							
Asbestos							
Lead Paint							
Sewer/Water							
Excavation							
Landscape •							
Other:							
Other:							
Other:		-					
Other:							
Other:							

Authorized Signature:	Date:	
Printed Name:	Title:	

## Section 3 Summary Report Economic Opportunities for

Low- and Very Low-Income Persons

#### **U.S. Department of Housing and Urban Development** Office of Fair Housing and Equal Opportunity

HUD Field Office:

See back of page for Public Reporting Burden statement

4. Contact Parson:       6. Prinor:       6. Prinor:       7. Data Report Submitted:         1. Program Code:       Iter each program code:       8. Program Nume:       7. Data Report Submitted:         2. Program Code:       Iter each program code:       8. Program Nume:       5. of Total Star Hours:       7. Data Report Submitted:         2. Program Code:       Number of Star Program Nume:       5. of Total Star Hours:       7. Soft Total Star Hours:       7. Number of Star Program Nume:         2. Do Category       Number of Star Program Nume:       5. of Total Star Hours:       8. of Total Star Hours: <t< th=""><th>1. Recipient Name &amp;</th><th>Address: (</th><th>(street, city, state, zip)</th><th></th><th></th><th>2. Fed</th><th>eral Identification: (contract/av</th><th>ward no.)</th><th colspan="3">3. Dollar Amount of Award:</th></t<>	1. Recipient Name &	Address: (	(street, city, state, zip)			2. Fed	eral Identification: (contract/av	ward no.)	3. Dollar Amount of Award:		
a. Program Code: *       Use a separate sheet for each program code)       9. Program Name:         Part I: Employment and Training (** Include New Hires in columns E & F.)         A       B       C       Number of New Hires in columns E & F.)         A       B       C       % of Aggregrate Number of Staff Hours of New Hires Sec. 3 Residents       % of Total Staff Hours of Section 3 Employees and Trainees       Number of Section 3 Employees and Trainees         Professionals       -       -       -       -       -       -         Office/Clerical       -       -       -       -       -       -       -         Trade       -						4. Cor	tact Person:		5. Pho	one: (include area code)	
A       B       Number of New Hires in columns E & F.         A       B       Number of New Hires in columns E & F.       % of Aggregrate Number of Staff Hours of New Hires in diameter of Staff Hours of New Hires in din din diameter of Staff Hours of New Hires in						6. Rep	porting Period:		7. Date	e Report Submitted:	
A Job CategoryB Number of New HiresC Number of New Hires that are Sec. 3 ResidentsD of Aggregrate Number of Staff Hours of New Hires of Staff Hours of Scitol 3 Employees and TraineesF** Number of Scitol 3 Employees and TraineesProfessionalsIIIIIITechniciansIIIIIIIOffice/ClericalIIIIIIIIConstruction by Trade (List) TradeIIIIIIIIITradeII <t< td=""><td>8. Program Code: *</td><td></td><td>(Use a separate she for each program co</td><td>et 9. Progra de)</td><td>m Name:</td><td></td><td></td><td></td><td></td><td></td></t<>	8. Program Code: *		(Use a separate she for each program co	et 9. Progra de)	m Name:						
A Job CategoryB Number of New HiresC Number of New Hires that are Sec. 3 ResidentsD of Aggregrate Number 	Part I: Employ	nent an	d Training (** In	nclude New H	lires in co	lumns I	E & F.)				
Image: Construction by Trade (List) TradeImage: Construction by Trade (List) Trade (List)Image: Construction by Trade (List) Trade (List)Image: Construction by Trade (List) Trade (List)Image: Construction by Trade (List) Trade (List)Imag		А		B Number of	C Number o Hires tha	of New at are	D % of Aggregrate Number of Staff Hours of New Hires	% of Total Staff Ho for Section 3 Emplo		Number of Section 3 Employees	
Office/ClericalImage: Construction by Trade (List) TradeImage: Construction by Trade (List) 	Professionals										
Construction by Trade (List) TradeImage: Construction by Trade (List) Trade (List)Image: Construction by Trade (List) Trade (List)Image	Technicians										
TradeImage: selection of the sel	Office/Clerical										
Trade     Image: Constraint of the second seco	Construction by Trade	Trade (	List)								
Trade     Image: Constraint of the second seco	Trade										
Trade     Image: Constraint of the second seco	Trade										
	Trade										
Other (List)Image: Second	Trade										
Image: set of the	Other (List)										
Image: selection of the											
Image: Second											
Image: selection of the											
Image: Second											
Image: Sector of the sector											
Image: Sector of the sector											
Total	Total										

\*Program Codes

1 = Flexible Subsidy

2 = Section 202/811

3 = Public/Indian Housing A = Development, B = Operation

C = Modernization

4 = Homeless Assistance 5 = HOME

8 = CDBG-State Administered

9 = Other CD Programs 10 = Other Housing Programs

6 = HOME-State Administered 7 = CDBG-Entitlement

#### Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

#### 2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

#### Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- \_\_\_\_\_ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- \_\_\_\_ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- \_\_\_\_ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very lowincome persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

#### Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to lowand very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian Housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to *recipients of housing and community development assistance in excess of \$200,000* expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*, The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' *efforts* to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

- 1. Recipient: Enter the name and address of the recipient submitting this report.
- Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
- 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
- 6. Reporting Period: Indicate the time period (months and year) this report covers.
- 7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. *Low-income persons* mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

- 8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
- 9. Program Name:Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

#### Part I: Employment and Training Opportunities

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B:** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C:** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F:** Enter the number of Section 3 residents that were employed and trained in connection with this award.

#### Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/ program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/ program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or lowincome families. *Very low-income persons* mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

#### 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, <u>12 U.S.C. 1701u</u> (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	<u> </u>	
l,		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 Stat	us:			
Check all that apply:	MBE W	/BE	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 \_\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

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.



## ATTACHMENT H: DEBARMENT CERTIFICATION

## BID# \_\_\_\_\_

#### **Certification Regarding**

#### Debarment, Suspension, and Other Responsibility Matters

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

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

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

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

## Michigan Employers and the MEDC

...Working Together!

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

# **Community Ventures**

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

# **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 wellmatched. 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



# **APPENDICES**

- 1 SCOPE OF WORK– ABATEMENT AND DEMOLITION
- 2 MDEQ NESHAP PROGRAM
- 3 MAP AND BOUNDARIES OF TARGET AREA
- 4 FEDERAL AND COUNTY REGULATIONS
- 5 SAMPLE CONTRACT AND PAYMENT REQUEST PACKET
- 6 EXAMPLE ABATEMENT SUMMARY SHEET
- 7- EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8 EVALUATION CRITERIA & SCORING
- 9 GCLBA DOOR HANGER
- 10 GCLBA PRE-ABATEMENT WALKTHROUGH FORM, PRE-DEMOLITION WALKTHROUGH FORM

# **APPENDIX 1-SCOPE OF WORK**

# Contractors can access the scope(s) of work via <u>www.box.com</u> by submitting a request for access via email to Faith Finholm at <u>ffinholm@thelandbank.org</u>.

Please note that there are **two separate scopes of work** referred to in this RFP: **one scope for residential demolitions on list #1 and one scope for the commercial structure at 902 N Stevenson St.** There are **two bid lists associated with the commercial structure on 902 N Stevenson St., of which GCLBA will only award one.** 19-008-2 is to be bid as though Contractor does not receive award of Bid List #1 and completes 902 N Stevenson St. as a stand-alone project. 19-008-3 is to be bid as though Contractor is awarded both Bid List #1 and 902 N Stevenson St. It is expected that Contractors will realize cost savings in being awarded both the residential and commercial projects listed in this RFP as Bid List #1 includes two adjacent blighted structures to the north of 902 N Stevenson St. and Contractors may utilize earth on these sites to meet grading and compacting requirements along the east side of 902 N Stevenson St. Refer to indicated notes while preparing bids.

# APPENDIX 2- MDEQ- NESHAP- NOTICES

- PART 1- MEMOS TO CONTRACTORS
- PART 2- INSTRUCTIONS FOR THE ASBESTOS NOTIFICATION SYSTEM (ANS)
- PART 3- SOIL- PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

## APPENDIX 2- PART 1- MEMOS TO CONTRACTORS



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

2) **LICENSING**: Per MIOSHA, <u>only contractors that are licensed under the company name can perform</u> <u>ordered demos</u>, which are to be presumed to contain friable asbestos. <u>A state issued accreditation card</u> for asbestos work is not an asbestos abatement contractor's license as defined by PA 135 of 1986 <u>Asbestos Abatement Contractors Licensing Act</u>. 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 <u>and</u> 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. <u>Each additional inspection will be</u> 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 regulations, please contact asap:

- Reepresentatives of the Michigan Department of Environmental Quality Air Quality Division regarding NESHAP:
  - o Craig Dechy 517-749-2891
  - o Jeremy Brown 517-599-7825
- Scott Thelen of Michigan Occupational Safety and Health Administration regarding MIOSHA at 517-284-7680

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

From: Dechy, Craig (DEQ) [mailto:DechyC@michigan.gov]
Sent: Thursday, July 06, 2017 8:44 AM
To: Lucille James
Subject: Meeting Follow-Up

Hi Lucille,

Per our conversation yesterday regarding time for third party post abatement clearances, we suggest that the contractors do the following:

On the notification form, under Project Schedule (2) use the Renovation (start / end date) to include an additional day or two at the end of the abatement for time to perform the third party clearances (during these additional two days we don't expect to see abatement occurring). Renovation can include set-up building enclosures, the asbestos removal, demobilizing and the clearances. Use the Asbestos Removal (start / end date) strictly for the dates that workers will be <u>on-site</u> working (abating) (during these dates we expect to see workers on site).

Also, you had requested some pointers for field staff.

- Use lots of water to eliminate fugitive dust to a point where you don't have any <u>visible</u> <u>emissions</u>. By doing so, you are being proactive.
- Follow all runs to each boot, don't assume that because you don't see wrap on five of the boots the sixth one isn't wrapped either.
- For transite removal; don't drop transite panels to the ground ever, place in bags and lower.
- For transite removal; if the home doesn't have windows, make sure you look inside the home for pieces of transite after abatement. I have found pieces of transite in the homes post abatement more than I can count on one hand.
- A binder kept on-site during jobs that may include worker accreditations, a copy of the latest notitifaction, asbestos report, generator labels and a copy of the waste manifest that will be used along with the waste disposal site information
- Call if something doesn't look right or if there are any questions, we are here to help.

Thanks,

Craig W. Dechy

Environmental Quality Analyst NESHAP Inspector State Of Michigan Department of Environmental Quality Air Quality Division Office: 517-749-2891 Fax: 517-335-3122 email: dechyc@michigan.gov

for information regarding the asbestos NESHAP go to: www.michigan.gov/air



# DEMOLISH AS CONTAINING- NON-ORDERED

The following memo clarifies the distinction between and "ordered" demolition, an emergency demolition, and structures that are to be demolished as asbestos containing without either a declared ordered or emergency status. There are instances in which, for various reasons, a structure cannot be fully abated yet does not qualify as "ordered" demolition for the purposes of NESHAP (being "structurally unsound AND in imminent danger of collapse"). These structures require 10-day notifications to State regulators and should be demolished in practice as if the structures were ordered demolitions by NESHAP standards.

An ordered demolition is any demolition taking place by order of a governmental body. For example, most every demolition contracted by the City of Flint falls into this category. However, for NESHAP purposes, only structures that are "structurally unsound <u>and</u> in imminent danger of collapse" are to be notified as "Ordered." All other demolitions, regardless of whether they are to be demoed as containing or non-containing are subject to 10-day notifications and to be notified as "scheduled" demos.

Structures can be demolished as asbestos containing without being declared emergency or ordered demolitions by a governmental official (i.e. no emergency letter signed by the City or Township Building Safety Inspections office is required). When a structure that is not structurally unsound or in imminent danger of collapse is going to be demolished as asbestos containing it is subject to a 10-day notification as a scheduled demolition, as previously noted, however, special attention must be given to sections 10 and 11 of the NESHAP:

NESHAP Section 10:

- Answer "Yes" asbestos is present.
- Answer "No" to being removed prior to demolition.
- Use the (required) asbestos survey to quantify asbestos where possible. If unable to quantify, and the whole structure is being demolished as containing, then put the approximate square footage of home that will be demolished as asbestos under square feet as RACM.

#### NESHAP Section 11:

If you are able to fill out #11 check "other" and write in "entire structure" or the portion of the structure that will be removed as asbestos containing (i.e. it was possible to abate the main floor or a portion thereof but not possible to abate the basement or the back room. The main floor can be demoed and disposed of as non-containing but the basement or the back room will have to be demoed and disposed of as disposed of as containing friable asbestos).

It is not an option to just assume an entire structure as asbestos containing. Structures that are being demolished as containing still must be surveyed and asbestos removed where possible. In order to demolish structures as asbestos containing, a demolition contractor must have an asbestos abatement contractors' license and must also file a 10 day notice with the MIOSHA Asbestos Program. Additionally demolishing a structure must be performed with respect to the class of materials on the site (Class I or II). Surveys must be on site during the demolition process and all relevant rules and regulations governing the demolition of a structure as asbestos containing must be followed (i.e. contractor must be licensed under name of the company, all workers on site must be trained and wearing the appropriate safety gear, showers and water trucks must be on site, and there are to be NO VISIBLE EMISSIONS, etc.). The NESHAP states that any structure to be demolished must first be thoroughly inspected for the presence of asbestos. They key here is that you are dealing with houses that CANNOT BE THOROUGHLY INSPECTED FOR THE PRESENCE OF ASBESTOS for various reasons, and therefore the house (or more likely- the portion of the house- as there are always some materials that can and should be tested for i.e siding) that cannot be tested will be assumed friable asbestos and the demolition will be handled like an Ordered demo with all abatement requirements of the NESHAP (training, wetting, leaktight, properly labeled containers, proper waste disposal and the MIOSHA regulations apply).



# **NOTICE TO ALL CONTRACTORS 3-30-16**

The following link is to a folder on Box.com that has many useful resources from the MDEQ, MIOSHA, Consumers Energy, and the Genesee County Land Bank: https://app.box.com/s/7g0688u520h85y4g2yjgl803anc1pv3y

Additionally, we would like to make a few clarifications to contractors considering responding our RFPs:

- <u>Change Orders</u>- Change orders must be prepared very specifically for each project affected. Any change order that is submitted will need to explicitly and clearly state the reason the change order is needed and be submitted with sufficient back-up documentation that demonstrates the need. For demolition contracts, the change order will need to clearly state which scope is being affected (i.e. asbestos abatement, hazards abatement, demolition, backfill, or final-grade, seed & straw).
- Disposal of materials generated under "As containing" demolitions- Per our MDEQ representatives, concrete materials (i.e. foundations) from demolitions that are either proven or assumed RACM must be disposed of as friable asbestos. For example, all burnouts that are burned to foundation must be disposed of as friable asbestos. If a structure was thoroughly surveyed prior to burning to the foundation and only contained non-friable ACM, then the concrete material could be recycled. Recycling of *metals* from an "As Containing" demolition is allowed if the contractor has an independent third party verify that metal materials were first cleaned.
- <u>Section 10 of the NESHAP</u>- Per a discussion with Mr. Dechy of the MDEQ, the following are some examples of how to complete Section 10 of the NESHAP in various scenarios:
  - Contractors performing demolition only (after GCLB has abated) need to refer to the survey when filling out NESHAP's, and, if asbestos was present in the survey, then they need to select "YES" to question 10. If the asbestos has been 100% removed, then they need to select "To be removed prior to demolition" and leave it at that. See below for scenarios where GCLB has abated all ACM except roofing materials, drywall joint compound composited less than 1%, or possible other non-friables in good condition and unlikely to be made friable during demolition (i.e. mastic).
  - Contractors managing demolition and abatement should follow the same rule. If <u>all</u> asbestos is removed prior to demolition, then make the selections noted above. If any materials are to remain, then contractors need to refer to scenarios below
  - When demolishing a burnout as asbestos containing, contractors need to select "YES" to question 10 and then fill out the table as best they can with information from the survey. They should enter the amount of anticipated debris as "RACM to be Removed" and include in that same area a note that the structure is a burnout.

- Contractors demolishing structures where roofing materials, drywall joint compound with a composite less than 1%, or mastic (depending on how we decide to move forward) remain in place during demolition will to select "YES", fill out any RACM that was removed prior to demo (<u>all</u> RACM must be removed unless structure is a burnout or otherwise demonstrably unsafe to abate).
- Roofing Materials: "YES" then fill in the appropriate data under "Non-friable ACM not removed prior to demo." MIOSHA needs a notification.
- Drywall and joint compound with a composite of less than 1%: "NO" for NESHAP. MIOSHA needs a notification.
- Mastic on non-cementous materials: "YES" then fill in the appropriate data under "Nonfriable ACM not removed prior to demo." MIOSHA needs a notification.
- <u>Tire transport and disposal</u>- When bidding on demolition and abatement bids, or bids that require disposal of tires, contractors need to be providing the Land Bank with a copy of their MDEQ Scrap Tire Hauler Registration. If you currently possess one, please forward it for inclusion in your prequalification file. If the Bidder does not have such a license, a subcontractor with said license will need to be identified and all necessary licensing and certifications (including insurance certs) will need to be included for your subcontractor with your RFP response. Additionally, when transporting and disposing of tires, contractors must utilize the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)).
- **<u>Regarding hazardous and universal waste abatement-</u>** Please read your specs and ensure that you and/or your subcontractor are abiding by all relevant local, state, and federal rules and regulations. The Land Bank may have additional requirements above and beyond your understanding of regulatory requirements.

#### DE Michigan Department Of Environmental Quality - Air Quality Division 10/30/2015 INSTRUCTIONS FOR THE ASBESTOS NOTIFICATION SYSTEM (ANS)

Register your business. You will need to register the business using the business owner information. Once you register you will receive a confirmation email that you must click on to confirm registration. After registration is confirmed you can log into the Asbestos Notification System.

Once you are able to log into the site, you will see several tabs - Workspace, Notification Management, Notification, Profile and Manage Delegated Authority.

The Manage Delegated Authority allows you to add additional users to the system. You can add multiple delegated users to enter notifications for your business.

The Profile Tab allows you to update your business information or change your password

The Workspace Tab is where you begin your notification entry. Start your notification by clicking the button that looks like

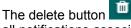
on the right side of the screen. You can also click on the Notification Tab to start a new notification.

Once you are under the Notification Tab, you must fill in all of the required information. If there is an exclamation point (!) on any tab, information is missing or incorrect and you will not be able to submit your notification.

Notifications that are saved for further editing and are not submitted can be found under the Workspace Tab. You can

C tab. revise your notification by clicking on the

Once you submit your notification, it will be saved under the Notification Management Tab. Under the Actions header, you can view attachments, copy, revise and cancel your notifications. You can sort by clicking the headers, and export information to Excel. You can click on the document number to print or save it.



is for housekeeping purposes only. REMEMBER - if you delete a notification you are also deleting all notifications associated with it and will not be able to edit them once they are deleted.

#### You must submit your Demolition and Renovation notifications separate and mark the appropriate project type!

- The ANS currently supports the following browsers: .
  - Internet Explorer 10 & 11. 0
    - Note: In IE the ANS is presently experiencing issues when generating the PDF and Excel spreadsheet. You must select the option to Always Allow pop-ups for "\*.state.mi.us" in order for these features to work.
    - Firefox 25 and above 0
    - Chrome Ο
    - Safari 0

If you have questions pertaining to the new system, please contact Kim Dohm at 517-284-6777 or dohmk@michigan.gov.



#### TABLE 2. SOIL: RESIDENTIAL

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

			Groundwate	er Protection	Indoor Air		Ambie	nt 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	2.60E+05	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

#### APPENDIX 2 PART 3



#### TABLE 2. SOIL: RESIDENTIAL

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

			Groundwater Protection		Indoor Air		Ambier	nt 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
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	100	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

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#### APPENDIX 2 PART 3

#### TABLE 2. SOIL: RESIDENTIAL

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

			Groundwate	er Protection	Indoor Air		Ambiei	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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	ID	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	760 (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



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			Groundwate	er Protection	Indoor Air		Ambier	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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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#### APPENDIX 2 PART 3

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

			Groundwate	er Protection	Indoor Air		Ambiei	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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	ID	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

# APPENDIX 2 PART 3



#### TABLE 2. SOIL: RESIDENTIAL

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

			Groundwate	er Protection	Indoor Air		Ambier	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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	5,600 (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	3,600	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

			Groundwate	er Protection	Indoor Air		Ambie	nt 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
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

#### TABLE 2. SOIL: RESIDENTIAL

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

			Groundwate	er Protection	Indoor Air		Ambier	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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

#### TABLE 2. SOIL: RESIDENTIAL

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			Groundwate	er Protection	Indoor Air		Ambie	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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
2-Pentene (I)	109682	NA	ID	NA	ID	ID	ID	ID	ID	ID	2.20E+05
Perfluorooctanoic acid (DD)	335671	NA	NA	10,000 (X)	NA	NA	NA	NA	NA	NA	NA
Perfluorooctane sulfonic acid (DD)	1763231	NA	NA	0.24 (X)	NA	NA	NA	NA	NA	NA	NA
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

#### TABLE 2. SOIL: RESIDENTIAL

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

		•	Groundwate	er Protection	Indoor Air		Ambier	nt 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 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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
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

# APPENDIX 2 PART 3



#### TABLE 2. SOIL: RESIDENTIAL

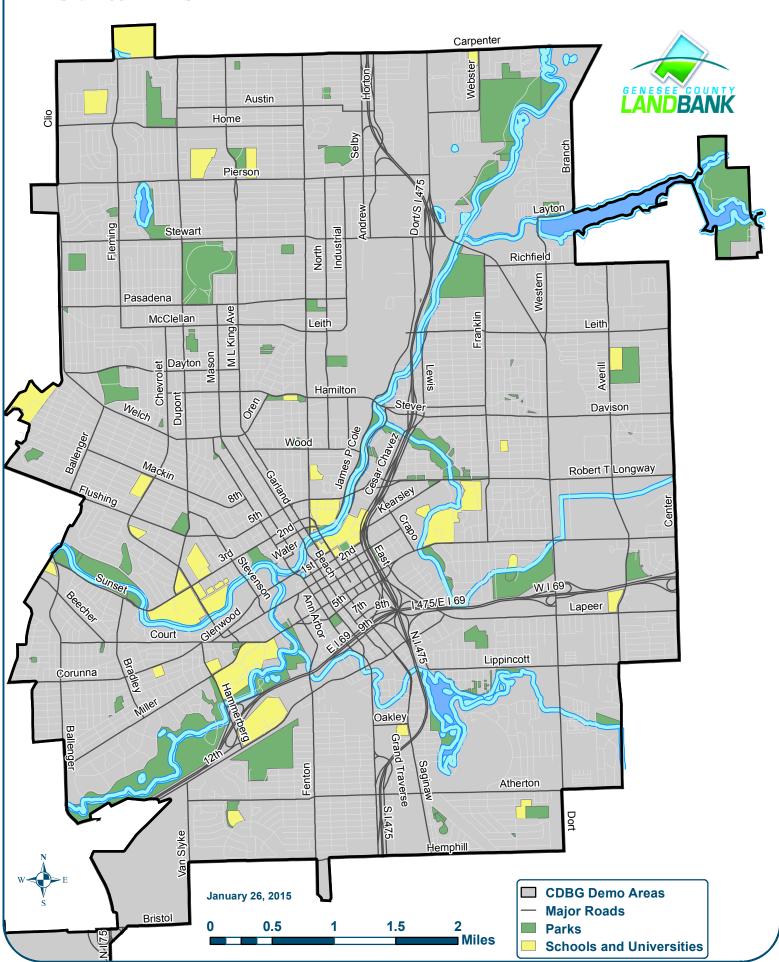
#### PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

			Groundwate	er Protection	Indoor Air		Ambie	nt 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)	5 Meter Source	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
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
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	980	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 3- MAPS AND BOUNDARIES**

# **Map of Flint for Procurement**

APPENDIX 3-MAPS & BOUNDARIES



# APPENDIX 4- FEDERAL & COUNTY WAGE REGULATIONS

- FEDERAL LABOR STANDARDS PROVISIONS
- EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
- NONDISCRIMINATION CLAUSE
- GENSESEE COUNTY POLICIES PREVAILING WAGE POLICY
- STATE OF MICHIGAN PREVAILING WAGES

## 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 I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

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

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

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

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

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

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable 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 subparagraph (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, <u>40 USC 3701 et seq</u>.

(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 EMPLOYMENT OPPORTUNITY CLAUSE

#### (EXECUTIVE ORDER 11246 as amended)

During the performance of this contract, the contractor (Contractor) agrees as follows:

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, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.

8) The contractor will include the provisions of paragraphs (1) through (8) 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 September 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### NONDISCRIMINATION CLAUSE

The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State and local fair employment practices and equal opportunity laws. The Contractor agrees that it shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this contract.

# **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 <u>et seq</u>.) 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 <u>et seq</u>., 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 forms2\prevwage 5/94





# **STATE OF MICHIGAN**

# Prevailing Wages PO Box 30476 Lansing, MI 48909 517-322-1825 Informational Sheet: Prevailing Wages on State Projects

# REQUIREMENTS OF

## THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The State of Michigan determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

### State of Michigan responsibilities under the law:

• The department establishes the prevailing rate for each classification of construction mechanic *requested by a contracting agent* prior to contracts being let out for bid on a state project.

#### Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a redetermination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, *must* be obtained *prior* to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

### Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic *shall only* be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

#### **Enforcement:**

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.





# **STATE OF MICHIGAN**

# Prevailing Wages PO Box 30476 Lansing, MI 48909 517-322-1825 Informational Sheet: Prevailing Wages on State Projects

# **General Information Regarding Fringe Benefits**

Certain fringe benefits may be credited toward the payment of the Prevailing Wage Rate:

- o If a fringe benefit is paid directly to a construction mechanic
- o If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- o If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$.16
Tuition	\$500.00 annual cost/2080 =	\$.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$.96
Total Hourly Credit		
		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that will not be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
  - Unemployment Insurance payments
  - Workers' Compensation Insurance payments
  - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
  - Clothing allowance or reimbursement
  - Uniform allowance or reimbursement
  - Gas allowance or reimbursement
  - Travel time or payment
  - Meals or lodging allowance or reimbursement
  - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
  - Industry advancement funds
  - Financial or material loans



# State of Michigan

#### DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

MARTHA B. YODER

# DIRECTOR

# OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4		
9th Hour	1	5	8	
10th Hour	2	6		9
Over 10 hours	3	7		

#### Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours) the 2nd character is for time worked in the 10th hour (9.1 - 10 hours) the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

#### Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours) the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours) the 6th character is for time worked in the 10th hour (9.1 - 10 hours) the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

### Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

#### Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked **between Monday and** *Friday* without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.

- 2. Overtime Indicators Used in the Overtime Provision:
  - H means TIME AND ONE-HALF due
  - X means TIME AND ONE-HALF due after 40 HOURS worked
  - D means DOUBLE PAY due
  - Y means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
  - N means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked
- 3. EXAMPLES:

HHHHHHDN - This example shows that the  $1\frac{1}{2}$  rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*); for all hours worked on Saturday,  $1\frac{1}{2}$  rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The N (*character 9*) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the  $1\frac{1}{2}$  rate must be used for time worked after 40 hours are worked Monday thru Friday (*characters 1-3*); for hours worked on Saturday,  $1\frac{1}{2}$  rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days <u>is</u> an acceptable alternative workweek.

LARA is an equal opportunity employer.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

7150 HARRIS DRIVE • P.O. BOX 30476 • LANSING, MICHIGAN 48909 www.michigan.gov/wagehour • Phone : (517) 322-1825

# **UNDERGROUND ENGINEERS**

# CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

# CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

# CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

# CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

# HAZARDOUS WASTE ABATEMENT ENGINEERS

### CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

## CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

# 6/1/2018

# 2018 Prevailing Wage Rates for State Funded Projects

# **Unofficial Rates For Informational Purposes Only**

# **Genesee County**

#### Page 1 of 26

Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provisio
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer	MLDC	\$41.30	\$55.23	\$69.16	нннхххх
Comment					
4 ten hour days @ straight time allowe	ed Monday-Saturday, must be consecutive c	alendar days			
	Apprentice Rates:				
	Trainee 600 hours + 1 calendar year	\$30.22	\$33.28	\$41.73	
Asbestos, Lead and Mold Abatement, H	azardous Material Handler				
Asbestos, Lead and Mold Abatement, Ha: Handler	zardous Material AS207	\$40.75	\$54.25	\$67.75	нннхххх
Comment					
	owed Monday-Saturday, must be consecutiv	ve calendar da	iys		
Four ten hour days @ straight time all	owed Monday-Saturday, must be consecutiv	ve calendar da	iys		
	owed Monday-Saturday, must be consecutiv	re calendar da	iys		
Four ten hour days @ straight time all	owed Monday-Saturday, must be consecutiv BO169	re calendar da	iys \$81.08	\$107.45	нннннн
Four ten hour days @ straight time all Boilermaker	BO169		-	\$107.45	нннннн
Four ten hour days @ straight time all Boilermaker		\$54.70	\$81.08		нннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates:	\$54.70 \$40.31	\$81.08	\$78.67	нннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates: 1st 6 months	\$54.70	\$81.08		нннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates: 1st 6 months 2nd 6 months	\$54.70 \$40.31 \$41.45	\$81.08 \$59.49 \$61.21	\$78.67 \$80.95	ннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates: 1st 6 months 2nd 6 months 3rd 6 months	\$54.70 \$40.31 \$41.45 \$42.57	\$81.08 \$59.49 \$61.21 \$62.88	\$78.67 \$80.95 \$83.19	нннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates: 1st 6 months 2nd 6 months 3rd 6 months 4th 6 months	\$54.70 \$40.31 \$41.45 \$42.57 \$43.69	\$81.08 \$59.49 \$61.21 \$62.88 \$64.57	\$78.67 \$80.95 \$83.19 \$85.43	нннннн
Four ten hour days @ straight time all Boilermaker	BO169 Apprentice Rates: 1st 6 months 2nd 6 months 3rd 6 months 4th 6 months 5th 6 months	\$54.70 \$40.31 \$41.45 \$42.57 \$43.69 \$44.81	\$81.08 \$59.49 \$61.21 \$62.88 \$64.57 \$66.24	\$78.67 \$80.95 \$83.19 \$85.43 \$87.67	ннннн

**Unofficial Rates For Informational Purposes Only** 

County: Genesee Date Rendered:

6/1/2018

# Page 2 of 26

<u>Classification</u> Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provis
Bricklayer						
Bricklayer and Block		BR9-12-BL	\$49.69	\$63.74	\$77.80	нннннн
Comment Make up day allowed 4 10s allowed M-F; Saturday make up day						
A	Apprentice	Rates:				
C	) - 749 hour	s	\$37.45	\$45.68	\$53.92	
7	750 - 1,499	hours	\$38.98	\$47.98	\$56.98	
1	,500 - 2,24	9 hours	\$40.51	\$50.27	\$60.04	
2	2,250 - 2,99	9 hours	\$42.04	\$52.56	\$63.10	
з	3,000 - 3,74	9 hours	\$43.57	\$54.86	\$66.16	
з	3,750 - 4,49	9 hours	\$45.10	\$57.16	\$69.22	
4	1,500 - 5,24	9 hours	\$46.63	\$59.45	\$72.28	
5	5,250 - 6,00	0 hours	\$48.16	\$61.74	\$75.34	
Stone Mason, Artificial Masonry, Marble Mason Pointing, Cleaning and Caulking Comment	nry, and	BR9-12-S	\$49.69	\$63.74	\$77.80	нннннн
4 10s allowed M-F						
	Apprentice			•		
	)-749 hours		\$38.98	\$47.98	\$56.98	
	750-1499 hc		\$40.51	\$50.27	\$60.04	
	1500-2249 h		\$42.04	\$52.56	\$63.10	
	2250-2999 h		\$43.57	\$54.86	\$66.16	
	3000-3749 h 3750-4499 h		\$45.10 \$46.63	\$57.16 \$59.45	\$69.22 \$72.28	
			¢.0.00	çconto	<b>*</b> . <b>=</b> . <b>=</b> 0	
Carpenter Carpet and Resilient Floor Layer, (does not incl	lude	CA1045	\$52.79	\$74.31	\$95.82	ххнххх
installation of prefabricated formica & parquet f which is to be paid carpenter rate)		071040	¥020	<i>\</i>	<b>400.02</b>	
Α	Apprentice	Rates:				
1	lst 6 month	S	\$26.42	\$35.63	\$44.83	
2	2nd 6 month	S	\$30.41	\$41.61	\$52.81	
з	Brd 6 month	S	\$32.64	\$44.96	\$57.27	
4	1th 6 months	3	\$34.88	\$48.32	\$61.75	
5	5th 6 months	8	\$37.12	\$51.67	\$66.23	
6	6 months	3	\$39.36	\$55.04	\$70.71	
7	th 6 months	8	\$41.59	\$58.39	\$75.17	
	3th 6 months		\$43.83	\$61.74	\$79.65	

**Unofficial Rates For Informational Purposes Only** 

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Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Carpenter, Acoustical Ceiling Til	e Erector, Piledriver CA706F	\$47.35	\$60.61	\$73.86	ХХННННН
	Apprentice Rates:				
	1st year	\$39.40	\$48.68	\$57.96	
	2nd year	\$40.72	\$50.66	\$60.60	
	3rd year	\$43.37	\$54.64	\$65.90	
	4th year	\$46.02	\$58.61	\$71.20	
Cement Finisher					
Cement Finisher	BR9-12-CF	\$44.02	\$56.73	\$69.43	ххнхххно
Comment 4 10s allowed M-F					
	Apprentice Rates:				
	0-749 hours	\$34.36	\$42.49	\$50.64	
	750-1499 hours	\$35.74	\$44.57	\$53.40	
	1500-2249 hours	\$37.12	\$46.63	\$56.16	
	2250-2999 hours	\$38.50	\$48.71	\$58.92	
	3000-3749 hours	\$39.88	\$50.77	\$61.68	
	3750-4499 hours	\$41.26	\$52.85	\$64.44	
Cement Mason					
Cement Mason	PL16-6	\$41.92	\$55.93	\$69.94	ннннннр
Comment Make up day allo	owed nursday with Friday or Saturday inclement wea	ither make up days.	Saturday ho	urs for incle	ement
	id straight rate unless over 40 hours worked.				
	id straight rate unless over 40 hours worked.	\$32.11	\$41.22	\$50.32	
	id straight rate unless over 40 hours worked. Apprentice Rates:		\$41.22 \$45.43	\$50.32 \$55.94	
	id straight rate unless over 40 hours worked. <b>Apprentice Rates:</b> 1st year	\$32.11			
	id straight rate unless over 40 hours worked. <b>Apprentice Rates:</b> 1st year 2nd year	\$32.11 \$34.92	\$45.43	\$55.94	
weather make up shall be pa	id straight rate unless over 40 hours worked. <b>Apprentice Rates:</b> 1st year 2nd year 3rd year	\$32.11 \$34.92	\$45.43	\$55.94	ХХНХХХНД
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF	\$32.11 \$34.92 \$37.72 \$37.97	\$45.43 \$49.63 \$50.98	\$55.94 \$61.54 \$63.99	
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF owed edule may consist of 4 10s on consecutive da	\$32.11 \$34.92 \$37.72 \$37.97	\$45.43 \$49.63 \$50.98	\$55.94 \$61.54 \$63.99	
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF wed edule may consist of 4 10s on consecutive dat ue to holiday or inclement weather.	\$32.11 \$34.92 \$37.72 \$37.97	\$45.43 \$49.63 \$50.98	\$55.94 \$61.54 \$63.99	
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF owed edule may consist of 4 10s on consecutive dat ue to holiday or inclement weather. Apprentice Rates:	\$32.11 \$34.92 \$37.72 \$37.97 ys, Monday thru Satu	\$45.43 \$49.63 \$50.98 rday. A ma	\$55.94 \$61.54 \$63.99 <e-up day="" n<="" td=""><td></td></e-up>	
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF wed edule may consist of 4 10s on consecutive dat ue to holiday or inclement weather. Apprentice Rates: 1st year	\$32.11 \$34.92 \$37.72 \$37.97 ys, Monday thru Satu \$24.96	\$45.43 \$49.63 \$50.98 rday. A ma \$31.47	\$55.94 \$61.54 \$63.99 ke-up day n \$37.97	
weather make up shall be pa <b>Dryw all</b> Finisher-hand finishing Comment Make up day allo The regular weekly work scho	id straight rate unless over 40 hours worked. Apprentice Rates: 1st year 2nd year 3rd year PT-1052-DF owed edule may consist of 4 10s on consecutive da ue to holiday or inclement weather. Apprentice Rates: 1st year 2nd year, 1st 6 months	\$32.11 \$34.92 \$37.72 \$37.97 ys, Monday thru Satu \$24.96 \$27.56	\$45.43 \$49.63 \$50.98 rday. A mai \$31.47 \$35.37	\$55.94 \$61.54 \$63.99 ke-up day n \$37.97 \$43.17	

# **Unofficial Rates For Informational Purposes Only**

County: Genesee Date Rendered:

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Classification Name Description			Straight Hourly	Time and a Half	I Double Time	Overtime Provi
Electrician						
Journeyman Electrician -Inside Wireman		EC-948-IW	\$59.97	\$86.02	\$112.08	ннннн
	Apprentice F	Rates:				
	1st period		\$24.68	\$33.72	\$42.75	
	2nd period		\$26.94	\$37.11	\$47.27	
	3rd period		\$29.20	\$40.50	\$51.79	
	4th period		\$33.71	\$47.27	\$60.81	
	5th period		\$35.98	\$50.67	\$65.35	
	6th period		\$40.50	\$57.45	\$74.39	
Sound and Communication Installer/Technicia	an	EC-948-SC	\$42.76	\$60.44	\$78.11	ннннн
Comment						
Four 10s may be worked Monday-Thurso	day or Tuesda	y-Friday.				
	Apprentice F	Rates:				
	1st year		\$15.44	\$21.90	\$28.37	
	2nd year		\$16.87	\$24.05	\$31.23	
	3rd year		\$21.02	\$30.45	\$39.88	
	4th year		\$24.15	\$35.70	\$46.88	
Elevator Constructor						
Elevator, escalator, moving stairway, chair life carriers Constructor Mechanic	t and link belt	EL-85	\$83.37		\$134.06	DDDDDD
Comment						
4 tens allowed M-TH						
	Apprentice F	Rates:				
	Probationary months	Apprentice less than 6	\$25.35		\$50.70	
	1st Year, 7-1	2 Months	\$60.56		\$88.44	
	2nd Year		\$65.63		\$98.58	
	3rd Year		\$68.16		\$103.64	
	4th Year		\$73.23		\$113.78	
Elevator Constructor Assistant Mechanic		EL-85AM	\$73.23		\$113.78	DDDDDD
Comment						
4 tens allowed M-TH						
Elevator Constructor Mechanic Helper		EL-85-H	\$68.16		\$103.64	DDDDDD
Comment						

# **Unofficial Rates For Informational Purposes Only**

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Classification Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provis
Glazier						
Glazier		GL-826	\$44.78	\$60.87	\$76.95	нннннн
Comment						
4 tens allowed on consecut	live days					
	Apprentice I	Rates:				
	1st 6 months	i	\$31.91	\$41.57	\$51.21	
	2nd 6 months	S	\$33.52	\$43.98	\$54.43	
	3rd 6 months	;	\$35.12	\$46.38	\$57.63	
	4th 6 months	i	\$36.74	\$48.81	\$60.87	
	5th 6 months	i	\$38.35	\$51.22	\$64.09	
	6th 6 months	i	\$39.96	\$53.64	\$67.31	
	7th 6 months	i	\$41.57	\$56.05	\$70.53	
	8th 6 months	j	\$43.17	\$58.45	\$73.73	
Heat and Frost Insulator						
Spray Insulation - Qualified Se all products	nior Sprayer, application of	AS25S	\$29.04	\$42.35		хххнннн
Heat and Frost Insulator and	Asbestos Worker					
Heat and Frost Insulator and As	sbestos Worker	AS47	\$47.75	\$63.01	\$78.27	нннннн
Comment Make up day a Friday for cancelled work ir						
	Apprentice I	Rates:				
	1st year		\$27.88	\$35.51	\$43.14	
	2nd year		\$31.85	\$41.00	\$50.16	
	3rd year		\$35.82	\$46.50	\$57.18	
	4th year		\$39.80	\$52.01	\$64.22	
	5th year		\$43.78	\$57.51	\$71.25	
Ironworker						
Fence, Sound Barrier & Guardr Exterior Signage work	ail erection/installation and	IR-25-F1	\$35.95	\$48.05	\$60.15	ХХНХХХН
Comment	and the second sector is the second	Ostanla				
Four ten nour work days m	ay be worked during Monda					
	Apprentice I	tates:				
	60% Level		\$25.39	\$32.65	\$39.91	
	65% Level		\$26.71	\$34.58	\$42.44	
	70% Level		\$28.03	\$36.51	\$44.98	
	75% Level		\$29.35	\$38.42	\$47.50	
	80% Level		\$30.67	\$40.35	\$50.03	

# **Unofficial Rates For Informational Purposes Only**

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<u>Classification</u> Name Description		Straight Hourly	Time and a Half	l Double Time	Overtime Provision
Siding, Glazing, Curtain Wall	IR-25-GZ2	\$48.13	\$59.92	\$71.70	ХХННННОО
Comment Make up day allov Fridav. 4 tens may be worked	ved Monday thru Thursday @ straight time.				
	Apprentice Rates:				
	Level 1	\$31.20	\$37.93	\$44.65	
	Level 2	\$33.31	\$40.67	\$48.02	
	Level 3	\$35.42	\$43.41	\$51.39	
	Level 4	\$37.54	\$46.16	\$54.77	
	Level 5	\$39.66	\$48.92	\$58.17	
	Level 6	\$41.78	\$51.67	\$61.55	
Pre-engineered Metal Work	IR-25-PE-Z1	\$48.69	\$59.70	\$70.70	ХХНХХХХ
Comment Make up day allow 4 tens allowed M-Th with Satu					
	Apprentice Rates:				
	Probation 1 Year	\$27.43	\$32.86	\$38.30	
	1st Level	\$29.56	\$35.75	\$41.95	
	2nd Level	\$28.56	\$34.25	\$39.95	
	3rd Level	\$31.68	\$38.63	\$45.57	
	4th Level	\$33.81	\$41.52	\$49.22	
	5th Level	\$35.93	\$44.38	\$52.84	
Reinforced Iron Work	IR-25-RF	\$57.30	\$85.66	\$114.02	HHDHDDDD
Make up day allow	wed				
	Apprentice Rates:				
	Level 1	\$40.32	\$59.89	\$79.46	
	Level 2	\$42.68	\$63.43	\$84.18	
	Level 3	\$45.22	\$67.24	\$89.26	
	Level 4	\$47.75	\$71.04	\$94.32	
	Level 5	\$50.29	\$74.84	\$99.40	
	Level 6	\$50.29	\$74.84	\$99.40	
Rigging Work	IR-25-RIG	\$63.51	\$95.00	\$126.49	ННННННО
	Apprentice Rates:				
	Level 1& 2	\$38.22	\$56.16	\$74.85	
	Level 3	\$41.05	\$61.54	\$82.01	
	Level 4	\$43.87	\$65.76	\$87.65	
	Level 5	\$46.70	\$70.01	\$93.31	
	Levers	φ10.10	φ1 0.0 I	φ00.01	

# **Unofficial Rates For Informational Purposes Only**

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		Straight Hourly	Time and a Half	d Double Time	Overtime Prov
Decking	IR-25-SD	\$55.47	\$82.87	\$110.26	ххнннн
Comment Make up day allowed					
4 tens may be worked Monday thru Thu on a Monday, 4 10s may be worked Tue					
Structural, ornamental, welder and pre-cast	IR-25-STR	\$63.64	\$95.12	\$126.60	ннннн
Comment Make up day allowed					
4 tens may be worked Monday thru Thu on a Monday, 4 10s may be worked Tue					
	Apprentice Rates:				
	Levels 1 & 2	\$38.22	\$56.99	\$75.75	
	Level 3	\$41.05	\$61.24	\$81.41	
	Level 4	\$43.87	\$65.46	\$87.05	
	Level 5	\$46.70	\$69.71	\$92.71	
	Level 6	\$49.53	\$73.95	\$98.37	
	Level 7	\$52.35	\$78.18	\$104.01	
	Level 8	\$55.18	\$82.43	\$109.67	
Industrial Door erection & construction	IR-25-STR-D	\$43.74	\$65.27	\$86.80	ннннн
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double	eduled for M-Th. If holiday celebrated	d on M, 4 tens may	be worked	dT-F. Work	in excess of
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double	eduled for M-Th. If holiday celebrated time.				
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated e time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile,	d on M, 4 tens may \$36.26	\$47.57	58.87	
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel mucker, jackhammer & air demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caise building.	eduled for M-Th. If holiday celebrated e time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile,				in excess of
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated e time. sher tender, L1075 er work), spade pusher) bottom n work), gas tool elow), air & concrete saw trified tile, son work inside	\$36.26	\$47.57	\$58.87	
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated a time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile, son work inside Apprentice Rates: 0-1,000 work hours	\$36.26	\$47.57	\$58.87 \$47.57	
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated a time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile, son work inside Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hours	\$36.26 \$30.61 \$31.74	\$47.57 \$39.09 \$40.79	\$58.87 \$47.57 \$49.83	
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated a time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile, son work inside Apprentice Rates: 0-1,000 work hours	\$36.26	\$47.57	\$58.87 \$47.57	
Comment Make up day allowed Friday for bad weather when 4 tens sche 12 hours per day must be paid @ double <b>Laborer</b> Carpenter tender, mason tender, cement finis plasterer tender, signal man & top man (sew watchman, tunnel mucker, jackhammer & air operator, tunnel man (concrete shoveler, car man (sewer work), windlass operator (caisso demolition laborer, morter mixer, air, electric operator, pump operator (all 3" pumps and b electric bush hammers, concrete gas buggy, operator, crock and pipe layers (conduit & vi except 4" drain tile around buildings), & Caisso building. Comment Make up day allowed	eduled for M-Th. If holiday celebrated a time. sher tender, L1075 er work), spade pusher) bottom n work), , gas tool elow), air & concrete saw trified tile, son work inside Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hours 2,001-3,000 work hours	\$36.26 \$30.61 \$31.74 \$32.87	\$47.57 \$39.09 \$40.79 \$42.48	\$58.87 \$47.57 \$49.83 \$52.09	

# **Unofficial Rates For Informational Purposes Only**

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Laborer - Hazardous					
Class A Laborer - performing work preparation and other preliminary v removal, handling, or containment substances not requiring use of pe equipment required by state or feo laborer performing work in conjunc handling, or containment of hazaro when use of personal protective en required.	work prior to actual of hazardous waste ersonal protective leral regulations; or a tion with the removal, dous waste substances quipment level "D" is	\$36.26	\$51.35	\$66.43	ННННННОҮ
Comment Make up day allow					
4 10s allowed M-1h or 1-F; In	clement weather makeup day Friday				
	Apprentice Rates:	<b>*</b> ***	<b>•</b> • • • • <b>-</b>	<b>A</b> 10	
	0-1,000 work hours	\$30.61	\$42.87	\$55.13	
	1,001-2,000 work hours	\$31.74	\$44.57	\$57.39	
	2,001-3,000 work hours	\$32.87 \$35.42	\$46.26 \$40.65	\$59.65	
	3,001-4,000 work hours	\$35.13	\$49.65	\$64.17	
Class B Laborer - performing work removal, handling, or containment substances when the use of perso levels "A", "B" or "C" is required. Comment Make up day allow 4 10s allowed M-Th or T-F; in	of hazardous waste nal protective equipment	\$37.26	\$52.85	\$68.43	ннннннрү
	Apprentice Rates:				
	0-1,000 work hours	\$31.36	\$43.99	\$56.63	
	1,001-2,000 work hours	\$32.54	\$45.77	\$58.99	
	2,001-3,000 work hours	\$33.72	\$47.53	\$61.35	
	3,001-4,000 work hours	\$36.08	\$51.07	\$66.07	
Laborer Underground - Open C	ut, Class VI				
Grouting man, top man assistant, a operations and all other operations closed circuit television inspection relining work and the installation & pipe & appurtenances	audio visual television LAUC-Z3-6 s in connection with , pipe cleaning and pipe	\$32.51	\$42.19	\$51.85	X X X X X X X D Y
	Apprentice Rates:				
		<b>*</b> 00.00	¢26.04	¢ 40.04	
	0-1,000 work hours	\$28.39	\$36.01	\$43.61	
	0-1,000 work hours 1,001-2,000 work hours	\$28.39 \$29.21	\$36.01 \$37.23	\$43.61 \$45.25	
	,				

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Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Laborer Underground - Open Cut,	Class I				
Construction Laborer	LAUC-Z3-1	\$34.76	\$45.56	\$56.35	XXXXXXX
	Apprentice Rates:				
	0-1,000 work hours	\$30.08	\$38.54	\$46.99	
	1,001-2,000 work hours	\$31.01	\$39.93	\$48.85	
	2,001-3,000 work hours	\$31.95	\$41.35	\$50.73	
	3,001-4,000 work hours	\$33.82	\$44.15	\$54.47	
Laborer Underground - Open Cut,	Class II				
Mortar and material mixer, concrete well point man, manhole, headwall ar guard rail builders, headwall, seawall and fence erector.	nd catch basin builder,	\$34.90	\$45.93	\$56.95	X X X X X X X D
	Apprentice Rates:				
	0-1,000 work hours	\$30.18	\$38.85	\$47.51	
	1,001-2,000 work hours	\$31.12	\$40.26	\$49.39	
	2,001-3,000 work hours	\$32.07	\$41.69	\$51.29	
	3,001-4,000 work hours	\$33.96	\$44.52	\$55.07	
Laborer Underground - Open Cut,	Class III				
Laborer Underground - Open Cut, Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlass directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, <i>v</i> ire mesh, steel mats, elder, pipe jacking and operator and concrete	\$35.02	\$45.95	\$56.87	X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, <i>v</i> ire mesh, steel mats, elder, pipe jacking and operator and concrete	\$35.02	\$45.95	\$56.87	X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates:				X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and	\$30.27	\$38.83	\$47.37	X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, ire mesh, steel mats, elder, pipe jacking and operator and concrete as and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hous	\$30.27 \$31.22	\$38.83 \$40.25	\$47.37 \$49.27	X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours	\$30.27	\$38.83	\$47.37	X X X X X X X D
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hous 2,001-3,000 work hours 3,001-4,000 work hours	\$30.27 \$31.22 \$32.17	\$38.83 \$40.25 \$41.67	\$47.37 \$49.27 \$51.17	X X X X X X X D
Air, gasoline and electric tool operati drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hous 2,001-3,000 work hours 3,001-4,000 work hours	\$30.27 \$31.22 \$32.17	\$38.83 \$40.25 \$41.67	\$47.37 \$49.27 \$51.17	
Air, gasoline and electric tool operate drillers, pump man, tar kettle operato reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlas directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hours 2,001-3,000 work hours 3,001-4,000 work hours Class IV	\$30.27 \$31.22 \$32.17 \$34.07	\$38.83 \$40.25 \$41.67 \$44.53	\$47.37 \$49.27 \$51.17 \$54.97	X X X X X X X D
Air, gasoline and electric tool operation drillers, pump man, tar kettle operator reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlast directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hous 2,001-3,000 work hours 3,001-4,000 work hours 3,001-4,000 work hours LAUC-Z3-4 Apprentice Rates:	\$30.27 \$31.22 \$32.17 \$34.07 \$35.07	\$38.83 \$40.25 \$41.67 \$44.53 \$46.03	\$47.37 \$49.27 \$51.17 \$54.97 \$56.97	
Air, gasoline and electric tool operation drillers, pump man, tar kettle operator reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlast directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hours 2,001-3,000 work hours 3,001-4,000 work hours Class IV LAUC-Z3-4 Apprentice Rates: 0-1,000 work hours	\$30.27 \$31.22 \$32.17 \$34.07 \$35.07 \$30.31	\$38.83 \$40.25 \$41.67 \$44.53 \$46.03 \$38.89	\$47.37 \$49.27 \$51.17 \$54.97 \$56.97 \$47.45	
Air, gasoline and electric tool operation drillers, pump man, tar kettle operator reinforced steel or mesh man (e.g. w dowel bars, etc.), cement finisher, we boring man, wagon drill and air track saw operator (under 40 h.p.), windlast directional boring man.	or, vibrator operator, LAUC-Z3-3 r, bracers, rodder, vire mesh, steel mats, elder, pipe jacking and operator and concrete ss and tugger man, and Apprentice Rates: 0-1,000 work hours 1,001-2,000 work hous 2,001-3,000 work hours 3,001-4,000 work hours 3,001-4,000 work hours LAUC-Z3-4 Apprentice Rates:	\$30.27 \$31.22 \$32.17 \$34.07 \$35.07	\$38.83 \$40.25 \$41.67 \$44.53 \$46.03	\$47.37 \$49.27 \$51.17 \$54.97 \$56.97	

# **Unofficial Rates For Informational Purposes Only**

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provisio
Laborer Underground - Open	Cut, Class V				
Pipe Layer	LAUC-Z3-5	\$35.21	\$46.24	\$57.25	x x x x x x x x
	Apprentice Rates:				
	0-1,000 work hours	\$30.41	\$39.03	\$47.65	
	1,001-2,000 work hours	\$31.37	\$40.47	\$49.57	
	2,001-3,000 work hours	\$32.33	\$41.91	\$51.49	
	3,001-4,000 work hours	\$34.25	\$44.79	\$55.33	
Laborer Underground - Open	Cut, Class VII				
Restoration laborer, seeding, su mulching and topsoil grading ar such as replacing mail boxes, w flagstones etc.	d the restoration of property	\$29.66	\$37.91	\$46.15	x x x x x x x x x
	Apprentice Rates:				
	0-1,000 work hours	\$26.25	\$32.79	\$39.33	
	1,001-2,000 work hours	\$26.93	\$33.81	\$40.69	
	2,001-3,000 work hours	\$27.61	\$34.83	\$42.05	
	3,001-4,000 work hours	\$28.98	\$36.89	\$44.79	
Laborer Underground - Tunne	el, Shaft & Caisson				
Class I - Tunnel, shaft and caiss shanty man, hog house tender, watchman.		\$36.82	\$48.70	\$60.57	X X X X X X X X
	Apprentice Rates:				
	0-1,000 work hours	\$31.52	\$40.75	\$49.97	
	1,001-2,000 work hours	\$32.58	\$42.34	\$52.09	
	2,001-3,000 work hours	\$33.64	\$43.93	\$54.21	
	3,001-4,000 work hours	\$35.76	\$47.11	\$58.45	
Class II - Manhole, headwall, ca tender, mortar man, material mi guard rail builder		\$36.91	\$48.83	\$60.75	x x x x x x x x
	Apprentice Rates:				
	0-1,000 work hours	\$31.58	\$40.84	\$50.09	
	1,001-2,000 work hours	\$32.65	\$42.45	\$52.23	
	2,001-3,000 work hours	\$33.71	\$44.03	\$54.35	
	,				

# **Unofficial Rates For Informational Purposes Only**

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
hammer man and grinding man, bottom man, cage tender, car p man, concrete form man, concr invert laborer, cement finisher, o man, floor man, gasoline and el man, grout operator, welder, he tender, pea gravel operator, pui scaffold man, top signal man, s man, utility man, vibrator man, o			\$48.98	\$60.95	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$31.66	\$40.96	\$50.25	
	1,001-2,000 work hours	\$32.73	\$42.57	\$52.39	
	2,001-3,000 work hours	\$33.80	\$44.17	\$54.53	
	3,001-4,000 work hours	\$35.94	\$47.38	\$58.81	
Class IV - Tunnel, shaft and cai liner plate man, long haul dinky		\$37.17	\$49.22	\$61.27	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$31.78	\$41.14	\$50.49	
	1,001-2,000 work hours	\$32.86	\$42.76	\$52.65	
	2,001-3,000 work hours	\$33.93	\$44.37	\$54.79	
	3,001-4,000 work hours	\$36.09	\$47.61	\$59.11	
Class V - Tunnel, shaft and cais keyboard operator, power knife or mesh man (e.g. wire mesh, s	operator, reinforced steel	\$37.43	\$49.62	\$61.79	X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$31.97	\$41.43	\$50.87	
	1,001-2,000 work hours	¢22.06	\$43.06	\$53.05	
	1,001 2,000 Work fields	\$33.06	*		
	2,001-3,000 work hours	\$33.06 \$34.16	\$44.71	\$55.25	
				\$55.25 \$59.61	
Class VI - Dynamite man and p	2,001-3,000 work hours 3,001-4,000 work hours	\$34.16	\$44.71		X X X X X X X D Y
Class VI - Dynamite man and p	2,001-3,000 work hours 3,001-4,000 work hours	\$34.16 \$36.34	\$44.71 \$47.98	\$59.61	X X X X X X X X D Y
Class VI - Dynamite man and p	2,001-3,000 work hours 3,001-4,000 work hours owder man. LAUCT-Z2-6	\$34.16 \$36.34	\$44.71 \$47.98	\$59.61	X X X X X X X D Y
Class VI - Dynamite man and p	2,001-3,000 work hours 3,001-4,000 work hours owder man. LAUCT-Z2-6 Apprentice Rates:	\$34.16 \$36.34 \$37.74	\$44.71 \$47.98 \$50.08	\$59.61 \$62.41	X X X X X X X D Y
Class VI - Dynamite man and p	2,001-3,000 work hours 3,001-4,000 work hours owder man. LAUCT-Z2-6 Apprentice Rates: 0-1,000 work hours	\$34.16 \$36.34 \$37.74 \$32.20	\$44.71 \$47.98 \$50.08 \$41.77	\$59.61 \$62.41 \$51.33	X X X X X X X D Y

# **Unofficial Rates For Informational Purposes Only**

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Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Class VII - Restoration laborer, seeding cutting, mulching and topsoil grading and property such as replacing mail boxes, v boxes and flagstones.	d the restoration of	\$30.01	\$38.48	\$46.95	X X X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$26.41	\$33.09	\$39.75	
	1,001-2,000 work hours	\$27.13	\$34.17	\$41.19	
	2,001-3,000 work hours	\$27.85	\$35.25	\$42.63	
	3,001-4,000 work hours	\$29.29	\$37.41	\$45.51	
Landscape Laborer					
Landscape Specialist: includes air, gas, equipment operator, skidsteer (or equiva installer on landscaping work where see planting, cutting, trimming, backfilling, ro maintenance of landscape projects occu	alent), lawn sprinkler ding, sodding, ough grading or	\$28.98	\$40.04	\$51.09	ХХНХХХНО
Comment					
Sundays paid at time & one half. H	Iolidays paid at double time.				
Skilled Landscape Laborer: small powe sprinkler installers' tender, material move seeding, sodding, planting, cutting, trimm rough grading or maintaining of landscap	er, truck driver when ming, backfilling,	\$24.76	\$33.71	\$42.65	ХХНХХХНД
Comment					
Sundays paid at time & one half. H	lolidays paid at double time.				
Marble, Mosaic, Tile and Terrazzo Set	tter				
Marble, Mosaic, Tile and Terrazzo Set		\$43.37	\$55.83	\$68.29	нннннр
		\$43.37	\$55.83	\$68.29	нннннр
Marble, Mosaic, Tile and Terrazzo Sette		\$43.37	\$55.83	\$68.29	нннннн
Marble, Mosaic, Tile and Terrazzo Sette Comment		\$43.37	\$55.83	\$68.29	НННННН
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL	\$43.37	\$55.83	\$68.29 \$49.85	нннннн
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates:				НННННН
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates: 0-749 hours	\$33.89	\$41.87	\$49.85	НННННН
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates: 0-749 hours 750-1499 hours	\$33.89 \$35.25	\$41.87 \$43.91	\$49.85 \$52.57	НННННН
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates: 0-749 hours 750-1499 hours 1500-2249 hours	\$33.89 \$35.25 \$36.60	\$41.87 \$43.91 \$45.93	\$49.85 \$52.57 \$55.27	НННННО
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates: 0-749 hours 750-1499 hours 1500-2249 hours 2250-2999 hours	\$33.89 \$35.25 \$36.60 \$37.95	\$41.87 \$43.91 \$45.93 \$47.96	\$49.85 \$52.57 \$55.27 \$57.97	НННННО
Marble, Mosaic, Tile and Terrazzo Sette Comment	er BR9-12-TL Apprentice Rates: 0-749 hours 750-1499 hours 1500-2249 hours 2250-2999 hours 3000-3749 hours	\$33.89 \$35.25 \$36.60 \$37.95 \$39.31	\$41.87 \$43.91 \$45.93 \$47.96 \$50.00	\$49.85 \$52.57 \$55.27 \$57.97 \$60.69	НННННО

Friday, 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.

# **Unofficial Rates For Informational Purposes Only**

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Name Description	ิงก		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Forklift or Straight Ma	ast	EN-F	\$47.52	\$59.55	\$71.58	ХХННОООО
Comment Make	e up day allowed					
		or T-F. Work not performed due to w	eather on M-T	h may be so	cheduled or	n Friday
Fireman or Oiler		EN-FO	\$45.04	\$55.83	\$66.62	ХХННОООО
Comment Make	e up day allowed					
	s may be scheduled Monda scheduled on Friday.	ay-Thursday or Tuesday-Friday. Wor	rk not performe	ed due to we	eather, Mon	day-
Lull or Extend-a-Boon	n Forklift	EN-L	\$53.38	\$68.34	\$83.30	ХХННОООО
Comment Make	e up day allowed					
Four 10 hour day	s may be scheduled M-Th	or T-F. Work not performed due to w	eather on M-T	h may be so	cheduled or	n Friday
Crane with main boon	n & jib 120' or longer	EN-OS120	\$56.92	\$80.60	\$104.28	ХХННОООО
Comment Make	e up day allowed					
Four 10 hour day Thursday may be		ay-Thursday or Tuesday-Friday. Wor	rked not perfor	med due to	weather, M	onday-
Crane w/ main Boom	& Jib 220' or longer	EN-OSA	\$58.03	\$75.32	\$92.60	ХХННОООС
Comment Make	e up day allowed					
	s may be scheduled Monda scheduled on Friday.	ay-Thursday or Tuesday-Friday. Wor	rk not performe	ed due to we	eather, Mon	day-
Crane w/ main Boom	& Jib 300' or longer	EN-OSA3	\$59.54	\$74.73	\$90.41	ХХННОООС
Comment Make	e up day allowed					
		ay-Thursday or Tuesday-Friday. Wor	rk unabled to be	e performed	due to wea	ather,
Four 10 hour day Monday-Thursda	y may be scheduled on Frid	day.				
		EN-OSA4	\$61.04	\$79.83	\$98.62	ХХННОООС
Monday-Thursda Crane w/ main Boom			\$61.04	\$79.83	\$98.62	ХХННОООС
Monday-Thursda Crane w/ main Boom Comment Make Four 10 hour day	& Jib 400' or longer e up day allowed		•	• • • • •		
Monday-Thursda Crane w/ main Boom Comment Make Four 10 hour day Thursday may be	& Jib 400' or longer e up day allowed s may be scheduled Monda	EN-OSA4	•	• • • • •		
Monday-Thursda Crane w/ main Boom Comment Make Four 10 hour day Thursday may be Crane with main boom	& Jib 400' or longer e up day allowed s may be scheduled Monda e scheduled on Friday.	EN-OSA4 ay-Thursday or Tuesday-Friday. Wor	rk not performe	ed due to we	eather, Mon	day-

**Unofficial Rates For Informational Purposes Only** 

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<u>Classification</u> Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Regular Crane Operator, Job Mechanic, Concrete Pump with Boom	EN-RC	\$56.06	\$72.36	\$88.66	ХХННООО
Comment Make up day allowed					
Four 10 hour days may be scheduled Monday-Thursday Thursday may be scheduled on Friday.	y or Tuesday-Friday. \	Nork not performe	d due to w	eather, Mon	day-
Apprentice F	Rates:				
0-999 hours		\$44.78	\$56.19	\$67.60	
1,000-1,999	hours	\$46.41	\$58.64	\$70.86	
2,000-2,999	hours	\$48.04	\$61.08	\$74.12	
3,000-3,999	hours	\$49.67	\$63.53	\$77.38	
4,000-4,999	hours	\$51.31	\$65.98	\$80.66	
5,000-5,999	hours	\$52.93	\$68.42	\$83.90	
Regular Engineer, Hydro Excavator & Remote Controlled Concrete Breaker	EN-RE	\$55.11	\$70.94	\$86.76	ХХННОООО
Comment Make up day allowed Four 10 hour days may be scheduled Monday-Thursday Thursday may be scheduled on Friday.	y or Tuesday-Friday. N	Nork not performe	d due to w	eather, Mon	day-
Operating Engineer - Marine Construction					
Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	\$52.80	\$79.20	\$105.60	нннннн
Comment Make up day allowed Holiday pay = 2.5 times the straight hourly rate	proin 8 connecting 8 to	ibutory waters			
Subdivision of county all Great Lakes, islands the	erein, & connecting & ti				
Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$70.82	\$91.57	\$112.32	ХХНННННО
Comment Make up day allowed					
Holiday pay = 2.5 times the straight hourly rate					
Subdivision of county All Great Lakes, islands the	erein, & connecting & t	ributary waters			
Friction, Lattice Boom or Crane License Certification	GLF-2B	\$72.32	\$93.82	\$115.32	ХХННННН
Comment Make up day allowed Holiday pay = 2.5 times the straight hourly rate					
Subdivision of county All Great Lakes, islands, th	nerein, & 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	\$66.27	\$84.75	\$103.22	ХХНННННО
Comment Make up day allowed Holiday pay = 2.5 times the straight hourly rate					
Subdivision of county All Great Lakes, islands the	erein, & connecting & t	ributary waters			
<b>Unofficial Rates Fo</b>	r Informa	tional P	urpo	oses	Only
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<u>Classification</u> Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
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	\$60.07	\$75.45	\$90.82	ХХНННННОҮ
Comment Make up day allowed Holiday pay = 2.5 times the straight hourly rate					
Subdivision of county All Great Lakes, islands the	erein, & connecting & tributar	y waters			
Operating Engineer Steel Work					
Forklift, 1 Drum Hoist	EN-324-EF	\$60.41	\$79.00	\$97.58	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Crane w/ 120' boom or longer	EN-324-SW120	\$63.11	\$83.05	\$102.98	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$64.11	\$84.55	\$104.98	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Crane w/ 140' boom or longer	EN-324-SW140	\$64.29	\$84.82	\$105.34	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$65.29	\$86.32	\$107.34	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Boom & Jib 220' or longer	EN-324-SW220	\$64.56	\$85.22	\$105.88	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$65.56	\$86.72	\$107.88	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				
Boom & Jib 300' or longer	EN-324-SW300	\$66.06	\$87.47	\$108.88	ННОНННООҮ
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	f bad weather				

# **Unofficial Rates For Informational Purposes Only**

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<u>Classification</u> Name Description		Straight Hourly	Time and a Half	d Double Time	Overtime Provision
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$67.06	\$88.97	\$110.88	ннонннор
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Boom & Jib 400' or longer	EN-324-SW400	\$67.56	\$89.72	\$111.88	ННОНННО
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$68.56	\$91.22	\$113.88	ннонннос
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator	EN-324-SWCO	\$62.75	\$82.51	\$102.26	ННОНННОС
Comment Make up day allowed	i haad uuraathaan				
4 10s allowed M-Th with Friday makeup day because of Apprentice R					
0-999 hours	ales.	\$49.40	\$63.26	\$77.11	
1,000-1,999 h	ours	\$51.38	\$66.23	\$81.07	
2,000-2,999 h		\$53.35	\$69.19	\$85.01	
3,000-3,999 h		\$55.33	\$72.16	\$88.97	
4,000-4,999 h		\$57.30	\$75.11	\$92.91	
5,000 hours		\$59.28	\$78.08	\$96.87	
Crane Operator w/ Oiler	EN-324-SWCO-O	\$63.75	\$84.01	\$104.26	ннонннос
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Compressor or Welder Operator	EN-324-SWCW	\$55.30	\$71.33	\$87.36	ннонннор
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe	EN-324-SWHO	\$62.11	\$81.55	\$100.98	ннонннос
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Oiler	EN-324-SWO	\$53.89	\$69.22	\$84.54	ннонннос
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of	bad weather				
Tower Crane & Derrick where work is 50' or more	EN-324-SWTD50	\$63.84	\$84.14	\$104.44	ннонннос

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Classification Name Description		Straight Hourly	Time and a Half	d Double Time	Overtime Provision
Tower Crane & Derrick 50' or more w/ Oiler	EN-324-SWTD50-O	\$64.84	\$85.64	\$106.44	ннонннор
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup	day because of bad weather				
Operating Engineer Underground					
Class I Equipment	EN-324A1-UC1	\$55.54	\$71.56	\$87.57	нннннн
	Apprentice Rates:				
	0-999 hours	\$44.09	\$55.30	\$66.52	
	1,000-1,999 hours	\$45.68	\$57.70	\$69.70	
	2,000-2,999 hours	\$47.28	\$60.09	\$72.90	
	3,000-3,999 hours	\$48.88	\$62.49	\$76.10	
	4,000-4,999 hours	\$50.49	\$64.91	\$79.32	
	5,000-5,999 hours	\$52.09	\$67.30	\$82.52	
Class II Equipment	EN-324A1-UC2	\$50.81	\$64.46	\$78.11	нннннн
Class III Equipment	EN-324A1-UC3	\$50.08	\$63.37	\$76.65	нннннн
Class IV Equipment	EN-324A1-UC4	\$49.51	\$62.52	\$75.51	нннннг
Master Mechanic	EN-324A1-UMM	\$55.79	\$71.93	\$88.07	ннннннс
Painter					
Painter	PT-1052-BR	\$35.80	\$47.68	\$59.55	ххнхххнс
Comment Make up day allowed The regular weekly work schedule may c scheduled for work missed due to holida	onsist of 4 10s on consecutive days, Mor y or inclement weather.	nday thru Satu	rday. A ma	ike-up day n	nay be
	Apprentice Rates:				
	1st year	\$23.93	\$29.87	\$35.81	
	2nd year, 1st 6 months	\$26.30	\$33.43	\$40.55	
	2nd year, 2nd 6 months	\$28.67	\$36.98	\$45.29	
	3rd year, 1st 6 months	\$31.05	\$40.55	\$50.05	

# **Unofficial Rates For Informational Purposes Only**

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<u>Classification</u> Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - Work of a high risk nature of a fa 30 feet	alling height up to	PT-1052-HR	\$36.10	\$48.48	\$60.85	ХХНХХХНД
Comment Make up day allowed						
The regular weekly work schedule ma scheduled for work missed due to ho			londay thru Satu	day. A mak	e-up day m	ay be
	Apprentice	e Rates:				
	1st year		\$23.73	\$29.92	\$36.11	
	2nd year, 1	st 6 months	\$26.20	\$33.63	\$41.05	
	2nd year, 2	2nd 6 months	\$28.67	\$37.33	\$45.99	
	3rd year, 1	st 6 months	\$31.15	\$41.05	\$50.95	
	Until compl	letion	\$33.63	\$44.77	\$55.91	
Painter - All work of a falling height of 31	- 44 feet	PT-1052-HR01	\$36.40	\$48.93	\$61.45	ХХНХХХНД
Comment Make up day allowed						
The regular weekly work schedule ma scheduled for work missed due to ho			londay thru Satu	day. A mak	e-up day m	ay be
	Apprentice	e Rates:				
	Apprentice 1st year	e Rates:	\$23.87	\$30.13	\$36.39	
	1st year	e Rates: st 6 months	\$23.87 \$26.38	\$30.13 \$33.89	\$36.39 \$41.41	
	1st year 2nd year, 1					
	1st year 2nd year, 1 2nd year, 2	st 6 months	\$26.38	\$33.89	\$41.41	
	1st year 2nd year, 1 2nd year, 2	st 6 months 2nd 6 months st 6 months	\$26.38 \$28.89	\$33.89 \$37.66	\$41.41 \$46.43	
Painter - All work of a falling height of 45	1st year 2nd year, 1 2nd year, 2 3rd year, 1 Until compl	st 6 months 2nd 6 months st 6 months	\$26.38 \$28.89 \$31.39	\$33.89 \$37.66 \$41.41	\$41.41 \$46.43 \$51.43	ХХНХХХНС
Painter - All work of a falling height of 45 - Comment Make up day allowed	1st year 2nd year, 1 2nd year, 2 3rd year, 1 Until compl	st 6 months 2nd 6 months st 6 months letion	\$26.38 \$28.89 \$31.39 \$33.89	\$33.89 \$37.66 \$41.41 \$45.16	\$41.41 \$46.43 \$51.43 \$56.43	ХХНХХХНО
	1st year 2nd year, 1 2nd year, 2 3rd year, 1 Until compl - 59 feet	Ist 6 months 2nd 6 months st 6 months letion PT-1052-HR02 0s on consecutive days, M	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65	
Comment Make up day allowed The regular weekly work schedule ma	1st year 2nd year, 1 2nd year, 2 3rd year, 1 Until compl - 59 feet	Ist 6 months 2nd 6 months st 6 months letion PT-1052-HR02 Os on consecutive days, Mont weather.	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65	
Comment Make up day allowed The regular weekly work schedule ma	1st year 2nd year, 1 2nd year, 2 3rd year, 1 Until compl - 59 feet	Ist 6 months 2nd 6 months st 6 months letion PT-1052-HR02 Os on consecutive days, Mont weather.	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65	
Comment Make up day allowed The regular weekly work schedule ma	1st year 2nd year, 1 2nd year, 2 3rd year, 2 3rd year, 1 Until compl - 59 feet ay consist of 4 10 liday or inclemer <b>Apprentice</b> 1st year	Ist 6 months 2nd 6 months st 6 months letion PT-1052-HR02 Os on consecutive days, Mont weather.	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65 e-up day m	
Comment Make up day allowed The regular weekly work schedule ma	1st year 2nd year, 1 2nd year, 2 3rd year, 2 3rd year, 2 Until compl - 59 feet - 59 feet - 59 feet - 59 feet - 59 feet - 1st year 2nd year, 1	est 6 months and 6 months st 6 months letion PT-1052-HR02 Os on consecutive days, Mont weather. P Rates:	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50 Ionday thru Satur \$23.93	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08 day. A mak	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65 e-up day m \$36.51	
Comment Make up day allowed The regular weekly work schedule ma	1st year 2nd year, 1 2nd year, 2 3rd year, 2 3rd year, 1 Until compl - 59 feet ay consist of 4 10 liday or inclement <b>Apprentice</b> 1st year 2nd year, 1 2nd year, 2	Ist 6 months 2nd 6 months st 6 months letion PT-1052-HR02 Os on consecutive days, M tweather. St 6 months	\$26.38 \$28.89 \$31.39 \$33.89 \$36.50 londay thru Satur \$23.93 \$26.44	\$33.89 \$37.66 \$41.41 \$45.16 \$49.08 rday. A mak \$30.22 \$33.99	\$41.41 \$46.43 \$51.43 \$56.43 \$61.65 e-up day m \$36.51 \$41.53	

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Classification Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - All work of a falling height of 60 - 74	feet	PT-1052-HR03	\$36.60	\$49.23	\$61.85	ХХНХХХНО
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	rday. A mak	æ-up day m	ay be
	Apprentice	Rates:				
	1st year		\$23.97	\$30.28	\$36.59	
	2nd year, 1s	t 6 months	\$26.50	\$34.07	\$41.65	
	2nd year, 2n	d 6 months	\$29.02	\$37.85	\$46.69	
	3rd year, 1st	6 months	\$31.55	\$41.65	\$51.75	
	Until comple	tion	\$34.07	\$45.43	\$56.79	
Painter - All work of a falling height of 75 - 89	feet	PT-1052-HR04	\$36.70	\$49.38	\$62.05	ххнхххнд
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	rday. A mak	æ-up day m	ay be
	Apprentice	Rates:				
	1st year		\$24.03	\$30.37	\$36.71	
	2nd year, 1s	t 6 months	\$26.56	\$34.17	\$41.77	
	2nd year, 2n	d 6 months	\$29.09	\$37.96	\$46.83	
	3rd year, 1st	6 months	\$31.63	\$41.77	\$51.91	
	Until comple	tion	\$34.17	\$45.58	\$56.99	
Painter - All work of a falling height of 90 - 104	1 feet	PT-1052-HR05	\$36.80	\$49.53	\$62.25	ххнхххнс
Comment Make up day allowed The regular weekly work schedule may co			londay thru Satu	rday. A mak	e-up day m	ay be
scheduled for work missed due to holiday						
	Apprentice	Rates:				
	1st year		\$24.07	\$30.43	\$36.79	
	2nd year, 1s	t 6 months	\$26.62	\$34.25	\$41.89	
	2nd year, 2n	d 6 months	\$29.16	\$38.07	\$46.97	
	3rd year, 1st		\$31.71	\$41.89	\$52.07	
	Until comple	tion	\$34.25	\$45.70	\$57.15	
Painter - All work of a falling height of 105 - 11	19 feet	PT-1052-HR06	\$36.90	\$49.68	\$62.45	ХХНХХХНС
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	rday. A mak	æ-up day m	ay be
	Apprentice	Rates:				
	1st year		\$24.13	\$30.52	\$36.91	
	2nd year, 1s	t 6 months	\$26.68	\$34.35	\$42.01	
	2nd year, 2n	d 6 months	\$29.23	\$38.17	\$47.11	
			¢04 70	¢42.04	¢50.00	
	3rd year, 1st	t 6 months	\$31.79	\$42.01	\$52.23	

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Classification Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - All work of a falling height of	of 120 - 134 feet	PT-1052-HR07	\$37.00	\$49.83	\$62.65	ХХНХХХНО
Comment Make up day allow	ed					
The regular weekly work schedu scheduled for work missed due			londay thru Satu	rday. A mak	e-up day m	ay be
	Apprentic	e Rates:				
	1st year		\$24.17	\$30.58	\$36.99	
	2nd year,	1st 6 months	\$26.74	\$34.43	\$42.13	
	2nd year,	2nd 6 months	\$29.30	\$38.27	\$47.25	
	3rd year, 2	1st 6 months	\$31.87	\$42.13	\$52.39	
	Until comp	bletion	\$34.43	\$45.97	\$57.51	
Painter - All work of a falling height of	of 135 - 149 feet	PT-1052-HR08	\$37.10	\$49.98	\$62.85	ХХНХХХНО
Comment Make up day allow	ed					
The regular weekly work schedu scheduled for work missed due			londay thru Satu	rday. A mak	e-up day m	ay be
	Apprentic	e Rates:				
	1st year		\$24.23	\$30.67	\$37.11	
	2nd year,	1st 6 months	\$26.80	\$34.53	\$42.25	
	2nd year,	2nd 6 months	\$29.37	\$38.38	\$47.39	
	3rd year, 2	1st 6 months	\$31.95	\$42.25	\$52.55	
	Until comp	bletion	\$34.53	\$46.12	\$57.71	
Painter - All work of a falling height of	of 150 - 164 feet	PT-1052-HR09	\$37.20	\$50.13	\$63.05	ХХНХХХНО
Comment Make up day allow	ed					
The regular weekly work schedu scheduled for work missed due	le may consist of 4 1		londay thru Satu	rday. A mak	e-up day m	ay be
	Apprentic	e Rates:				
			\$24.27	\$30.73	\$37.19	
	1st year		*			
		1st 6 months	\$26.86	\$34.61	\$42.37	
	2nd year,	1st 6 months 2nd 6 months		\$34.61 \$38.50	\$42.37 \$47.55	
	2nd year, 2nd year, 3		\$26.86			

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Classification Name Description			Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - All work of a falling height of 165 - 17	79 feet	PT-1052-HR10	\$37.30	\$50.28	\$63.25	ХХНХХХНД
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	day. A mak	e-up day m	ay be
	Apprentice F	lates:				
	1st year		\$24.33	\$30.82	\$37.31	
	2nd year, 1st	6 months	\$26.92	\$34.71	\$42.49	
	2nd year, 2nd	6 months	\$29.51	\$38.59	\$47.67	
	3rd year, 1st	6 months	\$32.11	\$42.49	\$52.87	
	Until complet	ion	\$34.71	\$46.39	\$58.07	
Painter - All work of a falling height of 180 - 19	94 feet	PT-1052-HR11	\$37.40	\$50.43	\$63.45	ХХНХХХНС
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	day. A mak	e-up day m	ay be
	Apprentice F	lates:				
	1st year		\$24.37	\$30.88	\$37.39	
	2nd year, 1st	6 months	\$26.98	\$34.79	\$42.61	
	2nd year, 2nd	6 months	\$29.59	\$38.71	\$47.83	
	3rd year, 1st	6 months	\$32.19	\$42.61	\$53.03	
	Until complet	ion	\$34.79	\$46.51	\$58.23	
Painter - All work of a falling height of 195 - 20	09 feet	PT-1052-HR12	\$37.50	\$50.58	\$63.65	ххнхххнс
Comment Make up day allowed						
The regular weekly work schedule may co scheduled for work missed due to holiday			londay thru Satu	day. A mak	e-up day m	ay be
	Apprentice F	lates:				
	1st year		\$24.43	\$30.97	\$37.51	
	2nd year, 1st	6 months	\$27.04	\$34.89	\$42.73	
				¢00.00	\$47.95	
	2nd year, 2nd	l 6 months	\$29.65	\$38.80	ψ11.00	
	2nd year, 2nd 3rd year, 1st		\$29.65 \$32.27	\$38.80 \$42.73	\$53.19	
	•	6 months				
Painter - All work of a falling height of 210 - 22	3rd year, 1st Until complet	6 months	\$32.27	\$42.73	\$53.19	ХХНХХХНС
Painter - All work of a falling height of 210 - 22 Comment Make up day allowed	3rd year, 1st Until complet	6 months ion	\$32.27 \$34.89	\$42.73 \$46.66	\$53.19 \$58.43	ххнхххнс
	3rd year, 1st Until complet 24 feet onsist of 4 10s	6 months ion PT-1052-HR13 on consecutive days, M	\$32.27 \$34.89 \$37.60	\$42.73 \$46.66 \$50.73	\$53.19 \$58.43 \$63.85	
Comment Make up day allowed The regular weekly work schedule may co	3rd year, 1st Until complet 24 feet onsist of 4 10s	6 months ion PT-1052-HR13 on consecutive days, M weather.	\$32.27 \$34.89 \$37.60	\$42.73 \$46.66 \$50.73	\$53.19 \$58.43 \$63.85	
Comment Make up day allowed The regular weekly work schedule may co	3rd year, 1st Until complet 24 feet onsist of 4 10s	6 months ion PT-1052-HR13 on consecutive days, M weather.	\$32.27 \$34.89 \$37.60	\$42.73 \$46.66 \$50.73	\$53.19 \$58.43 \$63.85	
Comment Make up day allowed The regular weekly work schedule may co	3rd year, 1st Until complet 24 feet onsist of 4 10s or inclement Apprentice F	6 months ion PT-1052-HR13 on consecutive days, M weather. Rates:	\$32.27 \$34.89 \$37.60	\$42.73 \$46.66 \$50.73	\$53.19 \$58.43 \$63.85 e-up day m	
Comment Make up day allowed The regular weekly work schedule may co	3rd year, 1st Until complet 24 feet onsist of 4 10s or inclement Apprentice F 1st year	6 months ion PT-1052-HR13 on consecutive days, M weather. Rates: 6 months	\$32.27 \$34.89 \$37.60 Ionday thru Satur \$24.47	\$42.73 \$46.66 \$50.73 day. A mak \$31.03	\$53.19 \$58.43 \$63.85 e-up day m \$37.59	
Comment Make up day allowed The regular weekly work schedule may co	3rd year, 1st Until complet 24 feet onsist of 4 10s or inclement Apprentice F 1st year 2nd year, 1st	6 months ion PT-1052-HR13 on consecutive days, M weather. tates: 6 months 1 6 months	\$32.27 \$34.89 \$37.60 Ionday thru Satur \$24.47 \$27.10	\$42.73 \$46.66 \$50.73 day. A mak \$31.03 \$34.97	\$53.19 \$58.43 \$63.85 e-up day m \$37.59 \$42.85	X X H X X X H C ay be

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - Sign Display					
The trade jurisdiction consists of painting and other related surface finishing operations; lettering, and all operations so related; pictorial and graphic art work; screen process procedures; application of photographs, translates, refinished surface-type materials used in lieu of painted methods, display graphics; adhesive backed lettering and art work; sign hanging, sign installation, erection and construction; bulletin board construction; plastic sign fabrication; advertising displays and exhibits; and the preparing of surfaces for finishing of the same to include but not limited to application of filler of seams, grooves, nail and/or screw holes; and such area practices pertaining to the sign and display industry.	PT-591	\$19.94	\$29.93	\$39.88	XXXXXXDN
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	\$28.20	\$38.20		нннннни
Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2	\$32.70	\$44.95		ННННННИ
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	\$31.45	\$43.07		ННННННИ
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	\$33.20	\$45.70		ННННННИ
Combo Unit driver & Jetter-Vac Operator	TM247-5	\$33.20	\$45.70		ННННННИ
Pipe Bursting & Slip-lining Equipment Operator	TM247-6	\$34.20	\$47.20		нннннни

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Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Plasterer					
Plasterer	BR9-12-PL	\$44.02	\$56.73	\$69.43	нннннно
Comment					
4 10s allowed M-F					
	Apprentice Rates:				
	0-749 hours	\$34.36	\$42.49	\$50.64	
	750-1499 hours	\$35.74	\$44.57	\$53.40	
	1500-2249 hours	\$37.12	\$46.63	\$56.16	
	2250-2999 hours	\$38.50	\$48.71	\$58.92	
	3000-3749 hours	\$39.88	\$50.77	\$61.68	
	3750-4499 hours	\$41.26	\$52.85	\$64.44	
Plasterer	PL16-3	\$36.61	\$48.48	\$60.34	нннннн
	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	
Plumber, Pipefitter, HVAC & Refrigeratio	n				
Pipe Trades Helper (Mechanical Helper)	PL-370-PFH	\$22.69	\$34.04	\$45.38	НННННН
Comment					
4 10s allowed M-F					
Plumber trainee helper	PL-370-PLH	\$22.69	\$34.04	\$45.38	нннннн
Comment					
4 10s allowed M-F					

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Classification Name Description			Straight Hourly	Time and a Half	I Double Time	Overtime Provision
Plumber, Pipefitter, Welder, HVAC & Re	efrigeration					
Plumber, Pipefitter, Welder, HVAC & Ref	rigeration	PL-370	\$55.01	\$82.07	\$109.12	нннннн
Comment 4 10s allowed M-F						
	Apprentice F	Rates:				
	1st 6 months		\$26.19	\$39.01	\$51.83	
	2nd 6 months	3	\$27.99	\$41.71	\$55.43	
	3rd 6 months	;	\$34.80	\$51.93	\$69.05	
	4th 6 months		\$36.61	\$54.64	\$72.67	
	5th 6 months		\$38.41	\$57.34	\$76.27	
	6th 6 months		\$40.22	\$60.05	\$79.89	
	7th 6 months		\$42.02	\$62.75	\$83.49	
	8th 6 months		\$43.83	\$65.47	\$87.11	
	9th 6 months		\$45.63	\$68.17	\$90.71	
	final 6 months	S	\$47.44	\$70.89	\$94.33	
Roofer						
Commercial Roofer		RO-149-MMA	\$38.61	\$50.72	\$62.82	нннннн
Comment Make up day allowed						
Straight time is not to exceed ten (10)	) hours per day or	forty (40) hours per week.				
	Apprentice F	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 sy remote in-ground cutter and other equipm conjunction with CCTV system.		SR-I	\$43.66	\$59.01	\$74.36	НННННН
Class II-Operator of hot water heaters and system; water jetters; and vacuum and me		SR-II	\$42.13	\$56.72	\$71.30	НННННН

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<u>Classification</u> Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provisio
Sheet Metal Worker					
Sheet Metal Worker	SHM-7-4	\$52.05	\$66.87	\$81.69	нннхннн
Comment Make up day allow	ed				
Saturday, 4 10s allowed as con	secutive days, M-Th or T-F				
	Apprentice Rates:				
	1st 6 months	\$26.93	\$33.60	\$40.27	
	2nd 6 months	\$28.41	\$35.82	\$43.23	
	3rd 6 months	\$29.89	\$38.04	\$46.19	
	4th 6 months	\$31.37	\$40.26	\$49.15	
	5th 6 months	\$41.23	\$50.87	\$60.50	
	6th 6 months	\$42.71	\$53.09	\$63.46	
	7th 6 months	\$44.19	\$55.31	\$66.42	
	8th 6 months	\$45.67	\$57.53	\$69.38	
Sprinkler Fitter					
Sprinkler Fitter	SP 669	\$51.64	\$68.45	\$85.26	нннннн
Make up day allowe	ed				
	Apprentice Rates:				
	Class 1	\$23.03	\$30.60	\$38.16	
	Class 2	\$24.71	\$33.12	\$41.52	
	Class 3	\$34.01	\$43.26	\$52.50	
	Class 4	\$35.69	\$45.78	\$55.86	
	Class 5	\$37.62	\$48.55	\$59.47	
	Class 6	\$39.30	\$51.07	\$62.83	
	Class 7	\$40.99	\$53.60	\$66.21	
	Class 8	\$42.67	\$56.12	\$69.57	
	Class 9	\$44.35	\$58.64	\$72.93	
	Class 10	\$46.03	\$61.16	\$76.29	
Tile, Marble and Terrazzo Finisher					
Finisher	BR9-12-TF	\$36.72	\$47.07	\$57.42	нннннн
Comment					
4 10s allowed M-F					
	Apprentice Rates:				
	0-749 hours	\$28.83	\$35.45	\$42.08	
	750-1499 hours	\$29.96	\$37.15	\$44.34	
	1500-2249 hours	\$31.09	\$38.84	\$46.60	
	2250-2999 hours	\$32.21	\$40.52	\$48.84	
	3000-3749 hours	\$33.34	\$42.21	\$51.10	
	3750-4499 hours	\$34.47	\$43.91	\$53.36	

# **Unofficial Rates For Informational Purposes Only**

#### Page 26 of 26

Classification Name Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
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	\$44.10	\$48.81		ннннннү
 of all trucks of 8 cubic yard capacity or over	TM-RB1A	\$44.20	\$48.96		НННННННҮ
 on euclid type equipment Make up day allowed	TM-RB1B	\$44.35	\$49.19		ннннннү

# **Unofficial Rates For Informational Purposes Only**

County: Genesee Date Rendered:

6/1/2018

# APPENDIX 5- SAMPLE CONTRACT & PAYMENT REQUEST PACKET

### Genesee County Land Bank Blight Elimination Program and (FUNDING SOURCE) Contract for (SCOPE) – BID#: YY-###

**THIS CONTRACT** made and entered into (DATE), between (CONTRACTOR), hereinafter referred to as the "Contractor" conducting business at (CONTRACTOR 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".

The GCLBA recently received **(DESCRIPTION OF FUNDING)**. GCLBA desires to engage the Contractor to perform the services and obligations as defined in Request for Proposals <u>#LB: YY-</u>### SCOPE, including all attachments thereto, hereinafter referred to as the "Work" as an independent contractor and not as an employee(s) of and for the GCLBA. All work performed under this contract is to comply with all relevant rules, regulations, or orders applicable with respect to the funding source identified in this paragraph. 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 SOUCE)**.

**REPRESENTATIVES OF GCLBA AND CONTRACTOR.** (DIRECTOR NAME), Executive Director of the GCLBA has the authority to act on behalf of the GCLBA, (CONTRACTOR REPRESENTATIVE), has the authority to act on behalf of the Contractor.

**TERM OF CONTRACT.** The respective duties and obligations of the contracting parties is for a period beginning **(DATE)**. The end date of term of service will be no later than **(DATE)**, with all demolition work, including backfill and winter-grade completed no later than **(DATE)**, unless otherwise agreed to in writing by both parties.

All demolition and winter-grade work must be completed and GCLBA inspections requested by (DATE) and paperwork and payment requests must be submitted to the Grant/Compliance Manager by (DATE). All final-grade work must be completed by (DATE) and final paperwork and payment requests must be submitted to the Grant/Compliance Manager by (DATE).

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

**SECTION 3.** Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 applies to HUD-funded Housing and Community Development projects.

For Section 3 covered contracts: 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.

All other contracts: GCLBA strives to support the objectives of the Section 3 Program as implemented by HUD. Contractor agrees, to the greatest extent feasible, to document and provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

**SCOPE OF WORK.** The Contractor will provide labor and/or materials for the Work.

# Contractors must provide updated work schedules to the GCLBA. Contractor must submit all required submittal documents as listed in Request for Proposals and Payment Request Packet (Contact Attachment C).

**FEES AND PAYMENT.** The GCLBA will pay the Contractor a fixed price not to exceed **(\$\$\$\$\$**). The GCLBA will not pay for services beyond the funds available in the **(FUNDING SOURCE)** funding 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 to 60 day cycle upon receiving completed payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.).

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

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, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.
- 8) The contractor will include the provisions of paragraphs (1) through (8) 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 September 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**NONDISCRIMINATION.** The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State and local fair employment practices and equal opportunity laws. The Contractor agrees that it shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this contract.

**UNFAIR LABOR PRACTICES.** The Contractor shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)** The Contractor shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½, times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for

transportation or transmission of intelligence. The Contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available for review upon request.

The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property of less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 covering the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage.

**FREEDOM OF INFORMATION ACT.** This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

**PUBLIC NOTICES AND PRESS RELEASES.** The Contractor shall make no public notice or release of any Contract related information without the prior written approval of the GCLBA.

**RIGHTS TO INVENTIONS Made Under a Contract or Contract.** Contracts or subcontracts 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 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 **(FUNDING SOURCE)** Funding, 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.

**RIGHT TO INSPECT.** The GCLBA may, at reasonable times, inspect the place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

**ARBITRATION CLAUSE**. Any dispute arising out of or relating to this agreement that has not been resolved by good-faith negotiations will be finally settled by arbitration in accordance with Michigan statute 2012 PA 371, MCL 691.1681 et. seq. by a sole arbitrator. The place of arbitration will be Flint, Michigan. The arbitrator is not empowered to award damages in excess of any lawful limitations on damages provided in this agreement.

The statute of limitations of State of Michigan applicable to the commencement of the lawsuit will apply to the commencement of an arbitration under this section.

**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 the 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.

**INDEMNIFICATION AND INSURANCE.** During the term of the contract the Contractor must carry and maintain current insurance coverage of the types and amounts required as set forth in the Insurance Checklist as defined in Attachment A of the Request for Proposals documents. The GCLBA must be named as additional insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

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.

**TERMINATION.** Either party may terminate this contract at its convenience at any time by giving written notice at least 30 days before the effective date of such termination to the other party of such termination and specifying the effective date. Partial terminations of the Work may only be undertaken with the prior approval of the GCLBA. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Contractor under this agreement shall, at the option of the GCLBA, become the property of the GCLBA, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Contractor agrees to adhere to all requirements as outlined in 2 CFR 200 Subpart D, §200.339 - §200.342. These requirements include all contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

The GCLBA may also immediately suspend or terminate this Contract for cause if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the GCLBA may declare the Contractor ineligible for any further participation in GCLBA contracts in accordance with 2 CFR 200.

This contract may also be immediately terminated by the GCLBA for reasons of substandard or nonperformance, diminution of funds, or any reasons related to changing objectives of the GCLBA. The GCLBA reserves the right to cancel contracts for non-compliance with the terms of this Contract, reporting requirements as defined in the Work, and any of such rules, regulations, or orders as may be applicable to the Work and the funding source under which the Work is undertaken. Three months of non-compliance may result in automatic termination.

**USE OF CITY OF FLINT WATER:** Any contractor that is illegally using the City of Flint water/fire hydrants will face consequences including the possibility of debarment by the Genesee County Land Bank.

**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 Request For Proposals, and are free of any defect of equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers of any tier. Such warranty shall continue for a period of one (1) year from the date of final acceptance of the Work by GCLBA. 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. 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 fee per re-inspection.

**(HARDEST HIT FUND CONTRACTS) FRAUD, WASTE, AND ABUSE POLICY.** In an effort to deter misconduct, fraud, waste and abuse, and to ensure that HHF funds are spent in the most responsible manner, MHA will closely monitor all transactions. This includes, but is not limited to, analyzing demolition costs based on size of structure and reasonableness compared to other work being done in each city and other areas of the state. Any and all questionable transactions will be brought to the attention of the GCLBA and additional justification may be requested. Any problems identified will immediately be brought to the attention of MHA management, who will be provided with detailed information and any materials used to make the claim of misconduct, fraud, waste and abuse. Further disclosure will be made as appropriate to U.S. Treasury, MSHDA's legal team, Michigan's Attorney General's office, and other relevant law enforcement organizations. Action taken may include but is not limited to criminal prosecution, debarment of individuals or organizations, and suspension of any future funding.

**COUNTERPARTS.** This Agreement may be executed in one or more counterparts, (each of which shall be deemed to be an original) all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

**SIGNATURES.** The parties agree that signatures on this agreement may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this agreement.

**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:

**(DIRECTOR NAME),** Executive Director GENESEE COUNTY LAND BANK AUTHORITY 452 S. Saginaw Street, 2<sup>nd</sup> 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)

(DIRECTOR NAME), Executive Director

Date

Witnessed by:

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)

Date
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.



### **COVERSHEET FOR ALL PAYMENT REQUEST PACKETS\***

CONTRACTOR:			BID NUMBER:
NUMBER OF HOUSES (PAYMENT PACKETS)			UR ARE SUBMITTING SUBMITTING:
Type of Project:			
	Inspection		Contact Person:
	Abatement		Contact Phone Number:
	Demolition		Email:

The Genesee County Land Bank (GCLBA) <u>WILL NOT</u>, process any payment requests without all of the required documentation, including **legible and complete** waste manifest and documentation of the disposal of waste.

The GCLBA will pay the contractors the fixed price as agreed upon in contract of awarded bid. No increase in costs will be paid unless previously approved in a signed change order. Payment to Contractor is made by the GCLBA on a net 30 to 60 day cycle upon receiving completed payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.).

**Demolition Contractors:** When demolition project is completed, contractor must contact GCLBA's Demolition Inspector, in addition to the City or Township's Inspector to have the site inspected. If site fails inspections, request for payment will be rejected until any issue(s) has been resolved. Once the GCLBA Inspector has approval inspection payment request will be submitted for processing on a net 30 to 60 day cycle.

Upon receipt of payment request, the GCLBA will notify Contractor by email. If payment request is rejected, the GCLBA will notify Contractor by email. All payment requests will be returned to Contractor for correction. Once all required documentation has been received and approved, the GCLBA will notify Contractor that payment has been submitted for processing and payment will be made to the contractor on a net 30 day cycle.

The undersigned Contractor states that the items listed on the attached Payment Request Checklist are completed and included in the site specific packet of documentation and hereby requests a final payment.

Contractor

Date Submitted \*Please submit this form as a coversheet when submitting payment request packets.

The attached site specific Packet Request Packet has been reviewed by GCLBA staff and the following recommended the following action:

**Rejected for the reason(s) listed on the Payment Request Checklist** 

□ Approved and has been submitted for payment

GCLBA Demolition Team Reviewer

Date

Revised 8-1-17

C-1 Coversheet 1 of 1

K:\lrc\Demo\Demo manual & past demo info\EXAMPLE FORMS\Payment Request Packet\Updated Payment Request Packet\8-1-2017\ATTACHMENT C - Letter\CONTRACT-ATTACHMENT C 1- Payment Request Checklist Coversheet-Letter-8-1-17.docx



### **REQUEST FOR FINAL PAYMENT CHECKLIST**

ADDR	ESS:	PARCEL NUMBER:
CONT	RACTOR:	CONTACT PERSON:
BID N	UMBER:	
	-	
		tion with each payment request (only supply one copy with
	Coversheet for All Payment Request Packet	
		that the sub-contractor is in compliance with the Michigan Workers' and appropriately licensed. Submitted with Coversheet for all
	payment request packets or is on file with t	
	<ul> <li>Insurance Accord for sub-contractors listing</li> </ul>	
	Certified Payroll – for all workers and time	
Demo	lition Contractors:	
		ent of confirmation that backfill and top soil is below MDEQ Direct
		ab results from soil sample for backfill and top soil) also provided
	prior to bring backfill and top soil on site.	
	□ Seed label from seed mix used on projects.	(GCLBA may request random samples of seed mix from contractors)
Doe	s this site specific packet contain all of the	required documents? Has Contractor reviewed documents?
Y/N		
	<ul> <li>Payment Request Form</li> </ul>	
	<ul> <li>Sworn Statement (All subcontractor must</li> </ul>	t be listed)
	<ul> <li>Waivers of Lien from yourself</li> </ul>	
	<ul> <li>Waivers of Lien from all subcontractors I</li> </ul>	
		use a master invoice that lists all addresses included in payment
	request and parcel number. Highlight pro	operty for this packet.)
	<ul> <li>Attestation Form(s)</li> </ul>	
	ABATEMENT CONTRACTORS	
	<ul> <li>Before and after Pictures of items remove</li> </ul>	d/abated uploaded to Box.com
	Field Report/Daily Log	
	Address Specific Abatement Summary Tra	cking Sheet
	Completed State NESHAP Notification	
	Line Item Invoice	
	Pre-Abatement Walkthrough form	
	DEMOLITION CONTRACTORS	
		labeled – front, back, left side, right side),sidewalks and approaches
	Completed State NESHAP Notification	
	Pre-Demolition Walkthrough form	
	<ul> <li>Watering Report</li> <li>Field Report/Daily Log/ Inventory Sheet w</li> </ul>	ith supporting paperwork: (a) Legible copies of disposal manifests and/or
		vastes from each disposal/recycling facility. (b) A copy of the CFC recovery
		CFC recovery professional. (c). A copy of the scrap metal receipt for
		aining waste must be identified; friable and non-friable )
		and disposal of C & D waste. (Contractor must provide Friable Asbestos
	Manifests and receipts for structures demolished	ed as asbestos containing.)
	<ul> <li>Demolition Permit</li> </ul>	
	<ul> <li>Soil Erosion Permit or Waiver</li> </ul>	
	City or Township Inspection receipt -   Win	
	GCLBA Demolition Inspector Report- Does	GCLBA Demolition Inspector approved payment for request? $\Box$ Yes $\Box$ No

 
 Revised 8-1-17
 C-2 Request For Final Payment Checklist 1 of 1

 K:\lrc\Demo\Demo manual & past demo info\EXAMPLE FORMS\Payment Request Packet\Updated Payment Request Packet\8-1-2017\ATTACHMENT C - Letter\CONTRACT ATTACHMENT C 2- Payment Request Checklist-Letter-8-1-17.docx



### **REQUEST FOR FINAL PAYMENT**

Project Location:	Parcel Identification No.:
Type of Project:	Bid #:
Contractor:	Contact Person:

A final payment is requested for work completed as listed below (including change orders):

Description of work completed:	Amount:
<u> </u>	
<u></u>	
<u></u>	
<u></u>	
Total:	

The undersigned Contractor states that the items listed on the attached Request for Payment Checklist are completed and included in the site specific packet of documentation and hereby requests a final payment. Contractor must submit the all documentation listed on the Request for Payment Checklist or payment request will be rejected.

Cont	tractor	Date
The a	attached site specific Packet Request Packet has been	reviewed by GCLBA staff and the following recommended the following action:
	Rejected for the reason(s) listed on the Payment	t Request Checklist
	Approved and has been submitted for payment	
GCLB	3A Demolition Team Reviewer	Date
DEM	OLITION ONLY:	
	Inspection failed for the reason(s) listed on Insp	ection Report. Payment request <u>NOT</u> approved for processing.
		ed for processing. (See Inspection Report)

C-3 Request For Final Payment 1 of 1



### **SWORN STATEMENT**

**Bid Number:** 

**Contact Person:** 

Type of Project:

Contact Phone Number:

being duly sworn deposes and says:

1. That\_\_\_\_\_\_\_\_\_\_is the Contractor/Subcontractor for an improvement to the following described real properties situated in Genesee County, Michigan:

NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS
1.			11.			21.		
2.			12.			22.		
3.			13.			23.		
4.			14.			24.		
5.			15.			25.		
6.			16.			26.		
7.			17.			27.		
8.			18.			28.		
9.			19.			29.		
10.			20.			30.		

- 2. That the contracts of subcontracts cited herein are for the demolition of the property referenced above.
- 3. That the following is a statement, as of \_\_\_\_\_\_ (Insert cut off date for payment request) of each subcontractor, supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid with whom the Contractor/Subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows: (Attach additional tables if needed)

Name of Subcontractor, Supplier of Laborer	Type of Improvement	Contract Price	Total Prior Payment	Balance to Complete Contract Price

- 4. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 5. Set forth above and owes no money for the improvement other than the sums set forth above.
- 6. Deponent further says that he or she makes the foregoing statement as the Contractor/Subcontractor or as the of the Contractor/Subcontractor for the purpose of representing to the owner, lessee or mortgagee of the above descried property and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, expect as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1100 of the Michigan Compiled Laws.
- 7. Deponent further says that Laborer wages, fringe benefits and income tax withholdings are paid, except:

WARNING TO OWNER: AN OWNER OF THE ABOVE REFERENCED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING (OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT) TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED, OR HAS DIED.

Contractor's Name:	Deponent
--------------------	----------

Ву: \_\_\_\_\_

Its:

WARNING TO DEPONENT: A PERSON WHO, WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT. NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.110 OF THE MICHIGAN COMPILED LAWS.

Subscribed to and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_

Notary Public

\_\_\_\_\_ County, Michigan

My commission expires:



452 S. Saginaw, Second Floor Flint, MI 48502 810.257.3088

# **SWORN STATEMENT**

**Project Location:** 

Parcel ID No.:

Type of Project:

Contact Person:

being duly sworn deposes and says:

1. That\_\_\_\_\_\_\_is the Contractor/Subcontractor for an improvement to the following described real property situated in Genesee County, Michigan:

Address:

Parcel #:

2. That the contracts of subcontracts cited herein are for the demolition of the property referenced above.

3. That the following is a statement, as of \_\_\_\_\_\_ (Insert cut off date for payment request) of each subcontractor, supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid with whom the Contractor/Subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier of Laborer	Type of Improvement	Contract Price	Total Prior Payment	Balance to Complete Contract Price

C-5 Sworn Statement 1 OF 2 (Single Project)

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### ATTACHMENT C- EXAMPLE PAYMENT REQUST PACKET(CONT'D)

4. That the Contractor has not procured material from, or subcontracted with, any person other than those

set forth above and owes no money for the improvement other than the sums set forth above.

- 5. Set forth above and owes no money for the improvement other than the sums set forth above.
- 6. Deponent further says that he or she makes the foregoing statement as the Contractor/Subcontractor or as the \_\_\_\_\_\_\_ of the Contractor/Subcontractor for the purpose of representing to the owner, lessee or mortgagee of the above descried property and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, expect as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1100 of the Michigan Compiled Laws.
- 7. Deponent further says that Laborer wages, fringe benefits and income tax withholdings are paid, except:

WARNING TO OWNER: AN OWNER OF THE ABOVE REFERENCED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING (OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT) TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED, OR HAS DIED.

Contractor's Name:.....(Deponent)

Ву:

\_\_\_\_\_

WARNING TO DEPONENT: A PERSON WHO, WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT. NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.110 OF THE MICHIGAN COMPILED LAWS.

Its:

Subscribed to and sworn to before me this day of	20	
--	----	--

\_\_\_\_ Notary

Public \_\_\_\_\_ County, Michigan

My commission expires:



### **FULL CONDITIONAL WAIVER OF LIEN**

**Bid Number: Contact Person:** Type of Project: **Contact Phone Number:** have supplied labor/materials to: I/We (Name of Contractor/Supplier) (Other contracting party) to provide: (Type of Improvement) for the improvement of the properties located at the addresses referenced below. And by signing this waiver I/we waive my/our construction lien to the amount of \$\_\_\_\_\_ for labor/materials provided through \_\_\_\_\_ (date of draw cutoff or actual payment) NO. PARCEL ADDRESS NO. PARCEL ADDRESS NO. PARCEL ADDRESS 21. 11. 12. 22. 13. 23. 14. 24. 15. 25. 16. 26. 17. 27. 18. 28. 19. 29. 20. 30.

1.

2. 3.

4.

5.

6.

7.

8.

9.

10.

This waiver, together with all previous waivers, if any, (check one) does or does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of the amount shown above.

> DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS

C-6 Full Conditional (Multiple) 1 of 2

Revised 8-1-17 K:\lrc\Demo\Demo manual & past demo info\EXAMPLE FORMS\Payment Request Packet\Updated Payment Request Packet\8-1-2017\ATTACHMENT C -Letter\CONTRACT- ATTACHMENT C 6- Conditional Waiver of Lien-LB-multiple-Letter-8-1-17.docx

If improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us, or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Date Signed:	
Company Name/Lien Claimant: _	
Signature of Lien Claimant:	
Address:	
Telephone:	

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS



# FULL CONDITIONAL WAIVER OF LIEN

	Project Location:	]	Parcel ID Number:	
	Type of Project:	]	Contact Person:	
۱/۱	We	] _have	supplied labor/materials to:	
	(Name of Contractor/Supplier)			
to	(Other	r con	tracting party)	
	<u>(</u> Туре	e of Ir	nprovement)	
	r the improvement of the property located at a aive my/our construction lien to the amount o			-
th	rough(date of draw cutoff or actual payment)	)		
dι	his waiver, together with all previous waivers, ue to me/us for contract improvement provide n actual payment of the amount shown above.	d thr		
pr I/\ di	improvement is provided to property that is a operty or the owner's or lessee's designee has we are not required to provide one, and the ovrectly from me/one of us, the owner, lessee, of us, either in writing, by telephone, or persona	s rece wner, r des	eived a notice of furnishing from me/or , lessee, or designee has not received t ignee may not rely upon it without cor	ne of us, or if his waiver
Da	ate Signed:			
Сс	ompany Name/Lien Claimant:			
	Signatu	ire o	f Lien Claimant:	
	Addres	s:		
		Tele	phone:	
			OR INCOMPLETE FORMS OR YOUR RECORDS	



### FULL UNCONDITIONAL WAIVER OF LIEN

Bid Number:		Contact Person:			
Type of Proj	ect:	Contact Phone Number:			
I/We	(Name of Contractor/Supplier)	have supplied labor/materials to:			
to provide:	(Other contrac	ting party)			
	(Type of Impro	ovement)			

for the improvement of the properties located at the address referenced below:

NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS
1.			11.			21.		
2.			12.			22.		
3.			13.			23.		
4.			14.			24.		
5.			15.			25.		
6.			16.			26.		
7.			17.			27.		
8.			18.			28.		
9.			19.			29.		
10.			20.			30.		

Having been fully paid and satisfied, all my/our construction lien rights against such properties are hereby waived and released.

Date Signed:
Company Name/Lien Claimant:
Signature of Lien Claimant:
Address:
Telephone:
DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS



# PARTIAL UNCONDITIONAL WAIVER OF LIEN

Project Location:		Parcel ID Number:
Type of Project:		Contact Person:
I/We		have supplied labor/materials to:
	me of Contractor/Supplier)	
	(Other contractir	na portu)
to provide:		ig party)
	(Type of Improve	ement)
for the improveme	ent of the property located a	t the address referenced above.
Having been fully are hereby waived	and released.	r construction lien rights against such property
	STATEMENT OF ACCOUNT Contract Price	ć
	Extras	\$ \$
	Deduct Credit	\$ \$
	Previously Paid	\$ \$
	Retention	\$
	Balance	\$
	This Payment	\$
	Balance To Become Due	\$
Date Signed:		
	Company	Name/Lien Claimant:
	Signature	of Lien Claimant:
	Address:	
	Telephon	e:
		OR INCOMPLETE FORMS FOR YOUR RECORDS
Revised 8-1-17		C-9 Partial Unconditional (Single) 1 of 1

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# PARTIAL UNCONDITIONAL WAIVER OF LIEN

**Bid Number:** 

**Contact Person:** 

Type of Project:

Contact Phone Number:

l/We

have supplied labor/materials to:

(Name of Contractor/Supplier)

(Other contracting party)

to provide:

(Type of Improvement)

for the improvement of the property located at the addresses referenced below.

NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	ADDRESS
1.			11.			21.		
2.			12.			22.		
3.			13.			23.		
4.			14.			24.		
5.			15.			25.		
6.			16.			26.		
7.			17.			27.		
8.			18.			28.		
9.			19.			29.		
10.			20.			30.		

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

STATEMENT OF ACCOUNT	Date Signed:	
Contract Price	\$	
Extras	\$ Company Name/Lien Claimant:	
Deduct Credit	\$	
Previously Paid	\$ Signature of Lien Claimant:	
Retention	\$	
Balance	\$ Address:	
This Payment	\$	
Balance To Become Due	\$ Telephone:	

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS

 Revised 8-1-17
 C-10 Partial Unconditional (Multiple) 1 of 1

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 Letter\CONTRACT- ATTACHMENT C 10- Partial Unconditional Waiver of Lien-Letter-8-1-17.docx



## PARTIAL CONDITIONAL WAIVER OF LIEN

Bid Number:			Col	ntact Person:				
Type of Project:				Contact Phone Number:				
I/We	(Name of C	ontractor/S	hav upplier)	/e supplied labor/r	materials t	0:		
to provide:	:		(Other cont	racting party)				
			(Type of In	provement)				
	hrough					_ for labor/m	aterials	
RCEL IMBER	ADDRESS		PARCEL NUMBER	PARCEL NUMBER	NO.	PARCEL NUMBER	ADDRESS	
INIDER		11.	NOMBER	NOWIBER	21.	NOMBER		
		12.			22.			
		13.			23.			
		14.			24.			
		15.			25.			
		16.			26.			
		17.			27.			
		18.			28.			
		19			29			

NO.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

This waiver, together with all previous waivers, if any, (check one)  $\Box$  does or  $\Box$  does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of the amount shown above.

30.

20.

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS If improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us, or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Date Signed:	
Company Name/Lien Claimant:	
Signature of Lien Claimant:	
Address:	_
Telephone:	

DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY FOR YOUR RECORDS



# PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location:		Parcel ID Number:
Type of Project:		Contact Person:
I/We(Name of	Contractor/Supp	have supplied labor/materials to: lier)
to provide:	(Ot	her contracting party)
	<u>(</u> T	ype of Improvement)
waiver waive my/our con provided through	struction lien to t	ed at the address referenced above. And by signing this he amount of \$for labor/materials  yment)
	r contract improv	vers, if any, <i>(check one)</i> <u><b>does</b></u> or <u>does not</u> cover all ement provided through the date shown above. This waiver nount shown above.
property or the owner's o I/we are not required to p directly from me/one of u	or lessee's designe provide one, and t us, the owner, less	It is a residential structure and if the owner or lessee of the ee has received a notice of furnishing from me/one of us, or if the owner, lessee, or designee has not received this waiver see, or designee may not rely upon it without contracting ne, or personally, to verify that it is authentic.
Date Signed:		
Company Name/Lien Clai	mant:	
Signature of Lien Claiman	t:	
Address:		
Telephone:		
		BLANK OR INCOMPLETE FORMS COPY FOR YOUR RECORDS

# **TRUCKING LOG**

ADDRESS:\_\_\_\_\_



BID NUMBER:	CONTRACTOR:

PARCEL NUMBER: \_\_\_\_\_

SUPERVISOR:

Date Shipped	Contractor # / Manifest #	Weight Ticket #	Transporter	Destination	Truck / Container ID #	Material Description	Net Weight Pounds	Gross Tons / Yards

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## **Demolition- Final Grading** Seeding and Watering Report

		Contractor:
		Contact name:
<u>Demol</u>	lition Site location:	Contact Phone:
Demo	ition site street address:	City:
Parcel	ID:	
	g and Watering Checklist: see bid specifications and cor	ntract for further details on seeding and watering requirements.+
	Emailed GCLBA staff on (dat	e) 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 invoic	e
	Watering date:	or dates of rain events (within 7 days of seeding date)
I hereb	by certify the above information	on to be accurate.
(Contr	actor)	
(Printe	ed name)	
		Date:

(signature)

C-14 Seeding & Watering Report 1 of 1

Revised 8-1-17 K:\lrc\Demo\Demo manual & past demo info\EXAMPLE FORMS\Payment Request Packet\Updated Payment Request Packet\8-1-2017\ATTACHMENT C -Letter\CONTRACT- ATTACHMENT C 14- GCLBA Seeding and Watering Report-Letter-8-1-17.docx

# APPENDIX 6- EXAMPLE ABATEMENT TRACKING SUMMARY SHEET

# EXAMPLE ABATEMENT SUMMARY SHEET

No. Parcel ID	Address	Material	Quantity & Units	Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
1 40-02-402-019	2409 DELMAR AVE	Smoke Detector	-				
1 40-02-402-019	2409 DELMAR AVE	Smoke Detector	3				
1 40-02-402-019	2409 DELMAR AVE	Security Battery	1				
1 40-02-402-019	2409 DELMAR AVE	Duct Wrap (4 boots/4runs)		t l			
1 40-02-402-019	2409 DELMAR AVE	Window Caulk (23 Windows)	12 Square feet				
1 40-02-402-019	2409 DELMAR AVE	9" Multi-Colored Floor Tile	60 Square feet	f			
1 40-02-402-019	2409 DELMAR AVE	Vermiculite Insulation	516 Square feet				
1 40-02-402-019	2409 DELMAR AVE						
1 40-02-402-019	2409 DELMAR AVE						
1 40-02-402-019	2409 DELMAR AVE						
1 40-02-402-019	2409 DELMAR AVE						
2 40-02-403-029	2321 FOREST HILL AVE	CFL	1				
2 40-02-403-029	2321 FOREST HILL AVE	Mercury Light Bulb	1				
2 40-02-403-029	2321 FOREST HILL AVE	White Linoleum	90 Square feet				
2 40-02-403-029	2321 FOREST HILL AVE	9" Brown Multi-Colored Floor Tile	150 Square feet	P 1			
2 40-02-403-029	2321 FOREST HILL AVE	Window Caulk (22 Windows)	11 Square feet	f 1			
2 40-02-403-029	2321 FOREST HILL AVE	Duct Wrap (1 boot)	5 Square feet	f			
2 40-02-403-029	2321 FOREST HILL AVE	Brown Linoleum	42 Square feet	f			
2 40-02-403-029	2321 FOREST HILL AVE						
2 40-02-403-029	2321 FOREST HILL AVE						
2 40-02-403-029	2321 FOREST HILL AVE						
2 40-02-403-029	2321 FOREST HILL AVE						
3 40-02-403-026	2401 FOREST HILL AVE	Tire	1				
3 40-02-403-026	2401 FOREST HILL AVE	12" Tan Floor Tile/Gray Linoleum (2 I avers)	76 (Room Size is 38 Sq. Ft) Square feet				
3 40-02-403-026	2401 FOREST HILL AVE	Stucco- Rough Textured	452 Square feet				
3 40-02-403-026	2401 FOREST HILL AVE	Duct Wrap (4 boots/4 runs)					
3 40-02-403-026	2401 FOREST HILL AVE	Tan Linoleum/Red Linoleum (2 Layers)	18 (Room Size is 9 Sq. Ft) Square feet	t			
3 40-02-403-026	2401 FOREST HILL AVE						
3 40-02-403-026	2401 FOREST HILL AVE						
3 40-02-403-026	2401 FOREST HILL AVE						
3 40-02-403-026	2401 FOREST HILL AVE						
4 40-02-258-008	2514 FOREST HILL AVE	Mercury Thermostat	1				
4 40-02-258-008	2514 FOREST HILL AVE	Duct Wrap (3 boots/ 3 runs)	95 Square feet				
4 40-02-258-008	2514 FOREST HILL AVE						
4 40-02-258-008	2514 FOREST HILL AVE						

# EXAMPLE ABATEMENT SUMMARY SHEET

Associated Receipt																																	
Associated Manifest/BOL																																	
Material Destination																																	
Quantity Removed by Contractor																																	
lits				Square feet	Square feet												Square feet	Square feet	Square feet	Square feet								Square feet	Square feet				
Quantity & Units	<b>~</b>	с	б	135	2					2- 4' Bulbs	1 Ballast	2- 4' Bulbs	3 Ballasts	£	1 Ballast	t	1,985	10	135	574					2	۲-	۲-	170	452				
Material	Mercury Thermostat	Tires	Tires	Duct Wrap (3 boots/4 runs)	Duct Wrap					Fluorescent Light	Fluorescent Light	Fluorescent Light	Fluorescent Light	Security Battery	Fluorescent Light	Tire	Transite Siding	Window Caulk (20 Windows)	Duct Wrap (3 boots/4 runs)	Stucco- Rough Textured					Smoke Detector	Smoke Detector	Smoke Detector	Duct Wrap (10 boots/4 runs)	9" Gray Multi-Colored Floor Tile				
Address	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2413 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2437 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE	2501 HUMBOLDT AVE									
No. Parcel ID	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	5 40-02-401-024	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	6 40-02-401-018	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	7 40-02-182-023	000 001 00 01

# APPENDIX 7- EXAMPLE BACKFILL & TOPSOIL SAMPLING AND CERTIFICATION FORMS

<mark>DATE</mark>

#### CONTRACT ADMINISTRATOR

**Genesee County Land Bank Authority** 452 S. Saginaw Street, 2<sup>nd</sup> Floor Flint, Michigan 48502

Subject:	TYPE OF I	MATERIAL	Certi	fication
	LOCATIO	N OF MAT	ERIAL	
	<b>ADDRESS</b>			
	CITY, Mic	higan ZIP	CODE	

#### Dear CONTRACT ADMINISTRATOR,

As outlined in Appendix 1B, Section 300.2 of the Contract Documents for the NAME OF BID specs, COMPANY NAME is providing this certification to the Genesee County Land Bank Authority (GCLBA) for TYPE OF MATERIAL material being transported from the MATERIAL LOCATION. In accordance with the Contract Documents, I certify that the backfill TYPE OF MATERIAL material is from the following source site Category:

- □ Category 1: Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites
- □ Category 2: Commercial, Utility, and Road Construction Sites; Commercial Landscape Yards, and Agricultural Sites
- □ Category 3: Industrial, Dredge Sites, Known Sites of Environmental Contamination (Gas Stations, Dry Cleaners, etc.), and Other.

**COMPANY NAME** certifies the following: (1) that no evidence of known or suspected sources of environmental contamination which may have impacted the proposed backfill materials has been identified; (2) that the backfill materials at this location are from a native soil source or other eligible source; (3) that the backfill materials are homogeneous in nature, consisting of the proper percentages of sand, silt, and clay; (4) that the material is free from debris, including large rocks, concrete, or other conditions; and (5) that the soil meets the backfill specifications as described in the Contract Documents.

**COMPANY NAME** certifies that all information submitted in the attached documents is complete and accurate, and that the soil samples were collected by a qualified and knowledgeable individual, samples were collected and analyzed in accordance with methods approved by the USEPA SW-846 and/or MDEQ PA 201, and that the soil samples are representative of the entire material proposed for use at the Authority's properties.

By signing this document, I authorize representatives of the Authority to conduct random visits of the source sites/material locations for inspection, and collection of soil samples for independent testing.

Sincerely, COMPANY NAME

# **Topsoil Material Certification Form**

Company:	-
Address:	-
Soil Type and Category per Section 300 Part 2:	
□ Category 1 Material (Virgin Borrow Source) □ Category 2 Material (Agric. / Const. Sites, Amended Topsoil)	Category 3 Material (Other Sites) (not accepted without approval)
For Cat. 2 Sites identify the total yardage of the source material	
Is topsoil material amended? Describe:	
Soil Location (Name, address):	
Sampler(s) Name/Contact Information:	
Sample Collection Date(s):	
Analytical Testing Firm(s):	

Indicate in following table whether topsoil material meets acceptable range per material type:

Parameter	Acceptable Range	Topsoil Results
рН	5.5 8.5	
% Organic Matter	≥2% to ≤ 25%	
Texture Class	SM	
Environmental Testing (VOCs, SVOCs, PCBs)	<tdl< th=""><th></th></tdl<>	
Environmental Testing	<grcc< th=""><th></th></grcc<>	

Notes:

Environmental Testing Parameters – Volatile Organic Compounds; Semi Volatile Organic Compounds; Polychlorinated Biphenyls; Metals: arsenic, barium, cadmium, copper, lead, mercury, selenium, silver, zinc TDL – Target Detection Limit (Please note any detection in laboratory report for further evaluation by Authority) GRCC – Generic Residential Cleanup Criteria published by the Michigan Department of Environmental Quality

#### Attachments:

- □ Sample Location Map/Aerial Photograph
- □ Laboratory Analytical Results
- □ Certification Letter

For GC	LBA/GCLBA's Representative Use Only	
	Not Approved	
	Approved	
	Approved with the following considerations:	
		_
	Category 1 Material, Certification Expires:	
	Category 2 Material, Certification Approved for:	cubic yards
Review	/ed By:	Date:
Title:		

# **General Backfill Material Certification Form**

Company:	_
Address:	_
Soil Type and Category per Section 300 Part 2:	
□ Category 1 Material (Virgin Borrow Source) □ Category 2 Material (Agric. / Const. Sites)	<ul> <li>Category 3 Material (Other Sites) (not accepted without approval)</li> </ul>
For Cat. 2 Sites identify the total yardage of the source material	
Soil Location, Name, Address:	
Sampler(s) Name/Contact Information:	
Sample Collection Date:	
Analytical Testing Firm(S):	

Indicate in following table whether topsoil material meets acceptable range per material type:

Parameter	Acceptable Range	General Backfill Results
Environmental Testing (VOCs, SVOCs, PCBs)	<tdl< th=""><th></th></tdl<>	
Environmental Testing	<grcc< th=""><th></th></grcc<>	

Notes:

Environmental Testing Parameters – Volatile Organic Compounds; Semi Volatile Organic Compounds; Polychlorinated Biphenyls; Metals: arsenic, barium, cadmium, copper, lead, mercury, selenium, silver, zinc TDL – Target Detection Limit (Please note any detection in laboratory report for further evaluation by Authority) GRCC – Generic Residential Cleanup Criteria published by the Michigan Department of Environmental Quality

#### Attachments:

- □ Sample Location Map/Aerial Photograph
- □ Laboratory Analytical Results
- □ Certification Letter

For GCLBA/GCLBA's Representative Use Only				
	Not Approved			
	Approved			
	Approved with the following considerations:			
	Category 1 Material, Certification Expires:			
	Category 2 Material, Certification Approved for:	cubic yards		
Reviewed By:		Date:		
Title:	Title:			

# APPENDIX 8- EVALUATION AND SCORING CRITERIA

#### **EVALUATION CRITERIA AND SCORING**

The GCLBA will evaluate the four lowest cost proposals received and identify the submittals that are the most responsive, responsible and offer the best service to the GCLBA. Additional proposals will only be evaluated in the event that the award is not made to one of the four lowest cost proposals. The GCLBA will consider Bidder qualifications, financial viability, project references, experience with comparable projects, and projects with concurrent timelines. Specifically, each RFP package will be reviewed based on the following selection criteria:

#### A. Threshold Requirements PASS/FAIL

Respondent has experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity in the past 5 years.	Pass/Fail
Qualifications and References Provided	Pass/Fail
Respondent requested access to review documents on box.com to include relevant scopes of work, environmental reports, maps, etc.	Pass/Fail
Identification of Project Manager and Key Staff, with appropriate licensing supplied:	Pass/Fail
Asbestos Supervisor Y/N Lead Awareness Y/N HAZWOPER Y/N Designated Competent Individual:	
Applicable Licensing Requirements for company:         Builders License (or M&A with House Wrecking) Y/N         Abatement License       Y/N         MI Tire Hauler's License       Y/N	Pass/Fail
The firm has <b>adequate staffing</b> to complete the project <b>within the time frame</b> <b>identified in this Request for Proposal.</b> (If not, they are subcontracting with a company/individual that has the required qualifications)	Pass/Fail
The firm has <b>adequate equipment</b> to complete project <u>within the time frame</u> <u>identified in this Request for Proposal.</u> (If not, they are subcontracting with company/individual that has the required qualifications)	
Insurance Requirements, including pollution liability	Pass/Fail
Debarment Certification	Pass/Fail
Contractor Disclosure Statement from Environmental Construction Management Plan	Pass/Fail
Section 3 Business Section	Pass/Fail
MBE/WBE/DVBE/Small Business Section	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Conflict of Interest Statement & Supporting Documentation	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail

#### B. Evaluation Factors

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines/ Demonstrated Understanding	30*
The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	
HUD Section 3	15
Contractors can receive additional consideration in scoring per Section 3 Regulations in 24 CFR Part 135 for: 1. Being a Section 3 Certified Business Concern, and	
<ol> <li>Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference.</li> </ol>	
Recycling plan	5
Respondents that submit a plan to recycle materials from the demolition may receive up to 5 additional points.	
Price	50
The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	

\* Up to twenty (20) points may be deducted when evaluating Contractor capacity. GCLBA staff will consider past experience with Contractor's response to issues and complaints, including the timeframe in which the Contractor responded to identified issues and where Contractor performed substandard work (work performed by Contractor or Contractor's subcontractors that did not meet bid specifications) on any previous GCLBA projects.

Please note that there are **two separate scopes of work** referred to in this RFP: **one scope for residential demolitions on list #1 and one scope for the commercial structure at 902 N Stevenson St.** There are *two bid lists* associated with the commercial structure on 902 N **Stevenson St., of which GCLBA will only award one.** 19-008-2 is to be bid as though Contractor does not receive award of Bid List #1 and completes 902 N Stevenson St. as a stand-alone project. 19-008-3 is to be bid as though Contractor is awarded both Bid List #1 and 902 N Stevenson St. It is expected that Contractors will realize cost savings in being awarded both the residential and commercial projects listed in this RFP as Bid List #1 includes two adjacent blighted structures to the north of 902 N Stevenson St. and Contractors may utilize earth on these sites to meet grading and compacting requirements along the east side of 902 N Stevenson St. Refer to indicated notes while preparing bids.

Scopes of work are available via www.box.com by request.

# Ability to Meet Production Goals within Timelines/Demonstrated Understanding (30 Points)

1. Experience in the appropriate scope of work as outlined in the RFP. (Up to 6 points)

Five (5) to nine (9) years of experience in the demolition and disposal of residential/ commercial structures.	4 Points
<b>Ten (10) or more</b> years of experience in the demolition and disposal of residential/ commercial structures.	6 Points

Capacity – Part 1: Does the firm demonstrate through their RFP packet that the firm has the capacity and experience to complete the projects <u>within the time frame identified in this Request</u> <u>for Proposal?</u> (If they do not have the required equipment, are they subcontracting with a company/individual that has the required qualifications?). (Up to 10 points)

Contractor does not demonstrate experience/ability to complete abatement, demolition and disposal within the time frame identified in this Request for	0 Points
Proposal.	
Contractor demonstrates some experience and availability to complete abatement,	5 Points
demolition and disposal within the time frame identified in this Request for	
Proposal.	
Contractor can easily complete abatement, demolition and disposal within the time	10 Points
frame identified in this Request for Proposal.	

3. Capacity – Part 2: Up to twenty (20) points may be deducted when evaluating Contractor capacity. GCLBA staff will consider past experience with Contractor's response to issues and complaints, including the timeframe in which the Contractor responded to identified issues and where Contractor performed substandard work (work performed by Contractor or Contractor's subcontractors that did not meet bid specifications) on any GCLBA projects within the past 1 year from final payment on a contract.

Contractor has no documented outstanding or unresolved issues as outlined	Deduct 0 Points
below:	
Contractor has outstanding/unresolved issues and/or complaints on any	Deduct 5 Points*
GCLBA projects. (Deduct exists until issue is resolved)	
Contractor took more than ten business days to respond and/or demonstrated	Deduct 5 Points*
a lack of response to and GCLBA and/or neighbor complaints and/or issues.	
(Deduct expires 1 year from the date GCLBA approves issue resolution)	
Contractor performed substandard work (work performed by Contractor or	Deduct 10 Points*
Contractor's subcontractors that did not meet bid specifications) on previous	
GCLBA projects. (Deduct expires 1 year from the date GCLBA approves issue	
resolution)	

\*Attach the record of above described instances.

#### 4. Demonstrated understanding of the scope of work (Up to 14 points)

	tted was complete and included all of the required submittal ation & signatures (points removed for missing or incorrect information)	Up to 3 Points
Required (Y/N)	Additional State Licenses and/MBWE/or certification included (No additional points awarded if required for the project)	Up to 5 points
Ν	<ul> <li>MBE/WBE/DVBE- plan to award up to 10% of contract to MBE/WBE/DVBE certified business (5 points)</li> </ul>	
Y	- Asbestos Abatement Licenses (1 Point)	
Y	- HAZWOPER Certification (1 Point)	
Y	- Lead Awareness/Abatement (1 Point)	
Ν	- City of Flint Sidewalk Licensed Contractor (1 Point)	
Ν	- Storm Water Management Certifications (1 Point)	
Y	- Tire Hauler Registration (1 Point)	
Ν	- EPA Lead (1 point)	
N	- Other additional license or certification deemed relevant to the bid	
No= See A A. If c	<ul> <li>S: Has contractor held contracts with GCLBA in the past 3 years?</li> <li>A below; Yes = See C below</li> <li>contractor has not held a contact with GCLBA in the past 3 years, are references</li> </ul>	Up to 2 points
	d projects provided for a similar time frame similar/appropriate? o = 0 points; Yes = See B below)	
B. Do cor	es a sample of project contacts provide a reference noting the contract was mpleted on time, on budget and without complaints? o = 0 points; Yes = 2 points)	
C. If c	ontractor has held contracts with GCLBA in past 3 years, was the work mpleted on time, on budget, and without complaints? ( o = 0 points; Yes = 2 points)	
	oes the contractor and subcontractor (as applicable) have commitments to cts that will compete with this project? (No = 4 points, Yes = see below)	Up to 4 points
	es contractor have commitments that will compete with this project and delay plementation? a) Yes = 0 points	
	<ul> <li>b) No = 2 points (No competing projects)</li> <li>es subcontractor have commitments that will compete with this project and lay implementation?</li> <li>a) Yes = 0 points</li> </ul>	
	<li>b) No = 2 points (No competing projects)</li>	1

#### Section 3 Preference (15 Points)

1. Certified Section 3 Business Concerns. (Up to 10 points)

Contractors certified as Section 3 Business Concerns will receive priority consideration by category as defined in 24 CFR 135.36.

Category 1 Section 3 Business Concern	10 Points
Category 2 Section 3 Business Concern	7 Points
Category 3 Section 3 Business Concern	4 Points
Not a Section 3 Business Concern	0 Points

- 2. Section 3 Strategy- All Contractors (5 points)
  - Did the contractor submit an appropriate Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference?
     (No = 0 points, Yes = see next question)
  - Has the contractor previously submitted a Section 3 Strategy and received preference in scoring as a result? (No = 5 points, Yes = see next question)
  - If the contractor has previously submitted and received preference for a Section 3 Strategy, did the contractor successfully implement the strategy and supply the required reports?
     (No = 0 points, Yes = 5 points)
  - Contractor did not submit a Section 3 Strategy. (0 points)

#### **Evaluating Pricing Proposal**

Pricing will be evaluated and scored as follows:

The maximum points allowable (50) will be divided by the number of eligible responding bidders. The lowest responsive bidder will receive the maximum points (50). The next lowest responsive bidder will receive the maximum points (50) less the quotient of 50 divided by the number of eligible responding bidders. Each eligible bidder will be awarded pricing points based on the points awarded to the bidder with the closest bid price without exceeding the bid in question, less the quotient. For example, if there are four (4) eligible responsive bids, pricing points will be awarded as follows:

Bidder	Bid Price	Bid Ranking	Pricing Score
Bidder A	\$10,000.	3	25
Bidder B	\$9,500.00	1	50
Bidder C	\$12,500.00	4	12.5
Bidder D	\$9,850.00	2	37.5

To achieve the Pricing Score, divide the maximum points possible by the number of eligible bidders: 50/4=12.5. Then subtract the quotient from the score of the previous bidder subsequently.

- Bidder B, as lowest responsive bid will receive fifty (50) points for pricing.
- Bidder D, as next lowest responsive bid will receive 37.5 points for pricing (50-12.5= 37.5)
- Bidder A, as next lowest responsive bid after D, will receive 25 points for pricing (37.5-12.5=25)
- Bidder C, as the as next lowest responsive bid after A, will receive 12.5 points for pricing (25-12.5=12.5)

A quotient will be rounded to the nearest tenth of a decimal for subtraction purposes. <u>Final total score</u> <u>will be rounded to the nearest whole number</u>. Should two or more eligible bidders have the same pricing, they shall receive the same scoring depending on where they fall in the formula (i.e. should Bidder D and Bidder A in the example above both bid \$9,850.00, they both would have been awarded 37.5 points [50-12.5=37.5]. Bidder C would then have received 25 points.)

In the event that the highest scoring Bidders' total scores are within a 5 point spread of one another, GCLBA reserves the right to award the contract to the Bidder with the most advantageous pricing proposal at its discretion.

#### **SELECTION PROCESS**

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted on time 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) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in RFP.

Contractor:\_\_\_\_\_

Bid #: \_\_\_\_\_

## **Threshold Requirements PASS/FAIL**

Qualifications and References Provided	Pass/Fail
Identification of Project Manager and Key Staff, with appropriate licensing	Pass/Fail
supplied:	,
Asbestos Supervisor Y/N	
Lead Awareness Y/N	
HAZWOPER Y/N	
Applicable Licensing Requirements for company:	Pass/Fail
Builders License (or M&A with House Wrecking) Y/N	
Abatement License Y/N	
MI Tire Hauler's License Y/N	
The firm has adequate staffing to complete the project within the time frame	Pass/Fail
identified in this Request for Proposal. (If not, they are subcontracting with a	
company/individual that has the required qualifications)	
The firm has <b>adequate equipment</b> to complete project <u>within the time frame</u>	Pass/Fail
identified in this Request for Proposal. (If not, they are subcontracting with	
company/individual that has the required qualifications)	
Insurance Requirements	Pass/Fail
Debarment Certification	Pass/Fail
Section 3 Business Section/Acknowledgement of Section 3 responsibilities	Pass/Fail
MBE/WBE/DVBE/Small Business Section	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Conflict of Interest Statement & Supporting Documentation	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail

• APPENDIX 9 - GCLBA DOOR HANGER

# **APPENDIX 9** - GCLBA Door Hanger





## DEMOLITION IN AREA

The Genesee County Land Bank Authority and its contractors will begin demolition on the structure located at:

Within the next month.

To minimize inconvenience, we recommend that during demolition you:

- Close doors and windows during the demolition to minimize dust.
- Keep pets and children inside.
- Call the number below with any concerns.

To learn more about the GCLBA's demolition program go to: www.thelandbank.org or

## Call 810-257-3088



The Land Bank takes the following steps to ensure that demolition is done in way to keep residents safe:

Removing Asbestos & Hazardous Materials: Hazardous materials and asbestos are removed prior to demolition.

Dust Control: Houses are sprayed with water during demolition to keep dust down.

Accountability: Contractors caught violating Land Bank requirements will be held accountable. Call 810-257-3088 to report any problems during or after demolition.

#### PLEASE HELP US MAINTAIN LOTS AFTER DEMOLITION

If you are interested in adopting, leasing, or purchasing a lot after demolition, call us at **810-257-3088** 

PARKING & DRIVING ON LOTS IS NOT PERMITTED. VIOLATORS MAY BE TICKETED & TOWED.\*

\*Per local ordinances

# APPENDIX 9 Demolition Map – Example of where to place door hangers

Below is an example of where the GCLBA Demolition Door Hangers need to be placed

House being demolished

Area where door hangers should be placed



- 10 GENESEE COUNTY LAND BANK PRE-ABATEMENT WALKTHROUGH
- 10 GENESEE COUNTY LAND BANK PRE-DEMO WALKTHROUGH



452 S. Saginaw, Second Floor, Flint, MI 48502, 810-257-3088

## GENESEE COUNTY LAND BANK PRE-ABATEMENT WALKTHROUGH

Date:	
Project Name/Contract:	
Site Address:	
Contractor:	
Site Supervisor:	Number of Employees on Site:

Description	YES	NO
Environmental Survey ACM identified/verified		
Environmental Survey HAZ identified/verified		
Additional ACM Identified(document)		
Additional HAZ Identified(document)		
Any additional Issue affecting demolition (explain how issue will be handled)		

Note: Additional ACM or HAZ materials found on site or any property condition change that affects your ability to complete the work as bid constitutes a GCLBA Stop Work Order. Please contact the Genesee County Land Bank immediately.

I hereby certify that I have conducted a pre-abatement survey of the property listed above and confirm that no additional asbestos or hazardous materials were found during this process.

Signature



452 S. Saginaw, Second Floor, Flint, MI 48502, 810-257-3088

## GENESEE COUNTY LAND BANK PRE-DEMOLITION WALK THROUGH

Date:	
Project Name/Contract:	
Site Address:	
Contractor:	
Site Supervisor:	Number of Employees on Site:

Description	YES	NO
Environmental Survey ACM abated verified		
Environmental Survey HAZ abated verified		
Additional ACM Identified(document)		
Additional HAZ Identified(document)		
Any additional Issue affecting demolition (explain how issue will be handled)		
Any additional issue affecting demonition (explain now issue will be flandled)		
	I	

Note: Additional ACM or HAZ materials found on site or any property condition change that affects your ability to complete the work as bid constitutes a GCLBA Stop Work Order. Please contact the Genesee County Land Bank immediately.

I hereby certify that I have conducted a pre-demolition survey of the property listed above and confirm that no additional asbestos or hazardous materials were found during this process.

Signature