



Genesee County Land Bank Authority Blight Elimination Program

Invitation for Bids- Environmental Abatement & Disposal of
Asbestos and Hazardous Materials & Demolition and Disposal
of 817 N Stevenson St.

BID NUMBER: #LB: 20-004

DUE DATE: Tuesday, September 22, 2020 at 3:00 pm EST

As part of partnership between:

Genesee County Land Bank Authority (GCLBA)
City of Flint



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INVITATION FOR BIDS (IFB)

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 that include, but are not limited to, the Community Development Block Grant, Genesee County Treasurer Demolition Funding, and other various funds.

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

- United States Environmental Protection Agency Multipurpose Grant Funding
- Community Development Block Grant (CDBG) Funding

Qualified demolition contractors may submit bids for the Scope of Work defined in this IFB. Contracts resulting from the IFB will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

Only firms/contractors that are on the GCLBA Approved Contractors list can respond to IFB's issued by GCLBA. Information on how to become an Approved Contractor can be found at: <http://www.thelandbank.org/democontract.asp>. Approved contractors that will not be responding to this IFB should only return Attachment C.

Addendums to this IFB can be found at www.thelandbank.org under the tab *Current Bids*. Prior to bidding, please check for updates to this IFB.

Companies with demonstrated experience in the scope of work defined in this IFB and with an interest in making their services available to GCLBA are invited to respond to this IFB. "Bidders" means the companies or individuals that submit bids in response to this IFB. 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 IFB document. "Contractor" means the Bidder whose bid submitted in response to this IFB is selected for award of a contract.

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DBE 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:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

<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:

Due to the nature of abatement, demolition, and disposal work on commercial sites in Flint and Genesee County, contractors and workers must possess proper experience, training, and licensing to perform site activities. 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. 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 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.

Nothing in this IFB 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 re-issue this IFB 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 IFB process, including but not limited to, any and all costs of preparing a response to this IFB or any other costs incurred in reliance on this IFB. No Bidder shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this IFB. All supporting documentation submitted in response to this IFB will become the property of the GCLBA. Bidders may also withdraw their interest in the IFB, 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 bid response with the bid number, bid name, bid due date and time and your firm's name. Late bids will not be accepted. The bid request number and due date for this Bid is:

BID REQUEST NUMBER: #LB: 20-004

MANDATORY PRE-BID WALK THROUGH*: Monday, August 31, 2020 1:00 pm on site

*Meet in the parking lot on the east side of the complex, off of Stevenson St. Attendees are expected to wear a mask along with other appropriate PPE and maintain social distancing. Contractors wishing to walk the site will be asked to sign a waiver before doing so.

QUESTIONS DUE: Wednesday, September 9, 2020 by 3:00 pm EST

BID DUE DATE: Tuesday, September 22, 2020 @ 3:00 pm EST

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

Due to the unprecedented circumstances brought about by COVID-19 and Executive Orders issued by the Governor, Genesee County Land Bank Authority (GCLBA) will accept electronic submittals of IFB responses for this bid. Please refer to instructions under "Submittal Due Date" for further instructions regarding this temporary submittal process.

No bid may be withdrawn for a period of thirty (30) days after submission. Bids offering less than thirty (30) days for acceptance by the GCLBA from the date set for opening will be considered non-responsive and will be rejected.

The GCLBA reserves the right to reject any or all bids 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 bid(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in IFB. 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 IFB 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 IFB. 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 \$5,000.00 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 the 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 (MIOASHA, EGLE MDOT, and DCH), and any other or relevant local regulations and standards that may apply.

Bids 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 MIOASHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf

13. OSHA 29 CFR 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. HUD Title X parts 1012-1013
19. Federal Labor Standards and Provisions
20. Equal Opportunity Clause
21. Section 3 Clause (See Attachment E)
22. HUD Contract and Subcontract Activity
23. Copeland Anti-kickback Act
24. Bidders Insurance Checklist (Attachment A)
25. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
26. Environmental Construction Management Plan (Appendix 11)
27. 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 bid/ scope of services described below (*the complete scope of work is available in Appendix 1 and on the GCLBA's website: www.thelandbank.org*).

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.

Any Contractor utilizing a subcontractor to achieve any of the work outlined in the scope of work is required to manage their subcontractor and fulfill the indicated scope and incorporate all contractual requirements into subcontracts. Contractor(s) will be held responsible for all work performed by their subcontractor.

Bidders can request access to Environmental Site Assessments as necessary and Pre-demolition surveys by e-mailing their request to the GCLBA representative identified under “Submittal Due Date.” Bidders will be invited to review information via Box.com.

It is the Contractor’s responsibility to ensure that 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). Please review Appendix 1B for description of the Pre-Abatement Walk-through (PA) and Pre-Demo Walk-through (PD) process.

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.

SELECTION PROCESS

The Selection Committee comprised of GCLBA staff and Qualified Environmental Professional will review qualifications in accordance with the evaluation criteria set forth herein. Bids that are submitted on time and comply with the mandatory requirements of the IFB will be evaluated in accordance with the terms of the IFB.

EVALUATION CRITERIA AND SCORING

Beginning with the lowest cost proposal, GCLBA will evaluate bids received and identify the submittals that are the most responsive, responsible and offer the best service to the GCLBA. Contract(s) will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The work under this solicitation and any resulting contract is covered by Section 3. Preference in the award of this section 3 covered contract will be provided in accordance with methods defined under “Section 3 Preference in Award Considerations” below. The GCLBA will consider Bidder qualifications, financial viability, project references, experience with comparable projects, and projects with concurrent timelines. Submittals that do not meet the defined criteria may be rejected.

Threshold Requirements Checklist: PASS/FAIL

Letter of interest provided as outlined under Submittal Requirements (including description of company, concurrent projects, and acknowledgment of Section 3 responsibilities. This IS a Section 3 Covered contract)	Pass/Fail
Representative of respondent attended Mandatory Pre-bid Walkthrough	Pass/Fail
Evidence of Insurance is provided as defined in Attachment A	Pass/Fail
Qualifications and References Provided (Attachment B)	Pass/Fail
Certification Form Note is provided (Attachment C)	Pass/Fail
Pricing proposal (Attachment D)	Pass/Fail
Respondent has provided evidence of satisfactorily completing projects of similar scope and scale within the past 5 years (Attachment B and D)	Pass/Fail
Bid Bond provided	Pass/Fail
Proof of active DUNS and SAM Registration provided	Pass/Fail
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
Identification of Project Manager and Key Staff, with appropriate licensing supplied: Asbestos Supervisor Y/N Asbestos Awareness Y/N Lead Awareness Y/N HAZWOPER Y/N	Pass/Fail
Adequate Equipment demonstrated to complete scope	Pass/Fail
Adequate Staffing demonstrated to complete scope	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
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.)	Pass/Fail
Conflict of Interest Statement & Supporting Documentation (Attachment F)	Pass/Fail



Debarment Certification (Attachment H)	Pass/Fail
Contractor requested access to Box.com to review pertinent data associated with completion of this project	Pass/Fail
Evidence of Financial Stability (may be on file if updated with GCLBA annually)	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail
Acknowledgment of Addendums as applicable	Pass/Fail

Section 3 Preference in Award Considerations

The work under this solicitation and any resulting contract is covered by Section 3. Preference in the award of this Section 3 covered contract will be provided as follows: (i) An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and (B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

x=lesser of:

When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000.	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000.	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000.	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million.	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million.	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million.	2% of that bid, or \$105,000.
\$7 million or more.....	1 1/2% of the lowest responsive bid, with no dollar limit.

Contractors certified as Section 3 Business Concerns will receive priority consideration by category as defined in 24 CFR 135.36 (Category 1-3). If no responsive bid by a Section 3 business concern meets the requirements laid out above, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

Bidders seeking Section 3 Preference in Contracting may become Section 3 Certified through the 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.



For additional information please refer to the following links:

<https://www.hud.gov/section3>

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

Disadvantaged Business Enterprises (DBE) Preference in Award Considerations

DBE/MBE/WBE preference in the award of this contract will be provided as follows:
Contractors demonstrating that they qualify as DBE/MBE/WBE or that they will meet one or both contracting goals stated below will receive a 5% cost advantage in consideration of their cost proposal:

MBE: 10.0% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

WBE: 7.0% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

For additional information please refer to the following links:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises#q02>

SUBMITTAL REQUIREMENTS

IFB 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. 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 IFB will be cause for rejection of submittals. Please note that there are temporary processes outlined below to allow for the submittal of bids electronically during the COVID-19 pandemic.

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 bid, 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 IFB. 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 bid:

1. 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 bid 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.
2. Michigan Builders or M&A –Home Wrecking License: The Bidder must be licensed by the State of Michigan, as a Residential Builders and/or Maintenance & Alterations Contractors with a House Wrecking trade designation. *(The person/company that is*

issued the License by the State of Michigan must be in entity that applies in order to be added to the prequalified list.)

3. **Asbestos License & Certificate:** 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 including errors & omissions \$200,000 per occurrence. The Bidder must also have Pollution Liability insurance for projects potentially involving the removal and disposal of waste or storage tanks or impacted soils. 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. **Current Certificate of Good Standing (Corporation) or Certificate of Existence:** The Bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. ***(If 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. **Experience:** 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. **Bid, Performance and Payment Bond:** 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. **Conflict of Interest Statement & Supporting Documentation:** 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. Debarment and Suspension: 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. Capacity: The bidder must have the capacity to complete the abatement and demolition of projects in the timeframe identified by the GCLBA identified in this IFB.

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 IFB.
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 IFB “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 IFB. 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.
 6. Familiarity with the GCLBA and basic understanding of programs (see www.thelandbank.org for more information) including previous experience with other Land Banks.
 7. Statement acknowledging bidder’s understanding of Section 3 responsibilities and how bidder will meet these requirements if awarded contract.
 8. The Signature Page attached hereto at the end of this IFB and incorporated herein by reference must be signed by Bidder and attached to the Letter of Interest

IMPORTANT DATES

Mandatory Pre-Bid Meeting Attendees will be expected to wear a mask, appropriate PPE and maintain social distancing requirements.	Monday, August 31, 2020 1:00 pm on site at 817 N Stevenson St. Meet in the eastern parking lot off of Stevenson St.
Questions Due	Wednesday, September 9, 2020 by 3:00 pm.
Bids Due	Tuesday, September 22, 2020 by 3:00pm
Notice of Award	On or around Tuesday, September 29, 2020
Contract Signed	On or around Tuesday, October 6, 2020
Start Work	On or around Wednesday, October 7, 2020
Winter-grade work completed	On or before Friday, December 11, 2020
Winter-grade Paperwork and Payment Request	On or before Friday, December 18, 2020
Final-grade seed and straw work completed and Paperwork/ Payment Request submitted (NO EXCEPTIONS)	On or before Friday, April 30, 2021

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



QUESTIONS

Questions regarding this IFB should be submitted in writing via email to
FFINHOLM@THELANDBANK.ORG

SUBMITTAL DUE DATE

Due to the unprecedented circumstances brought about by COVID-19 and Executive Orders issued by the Governor, Genesee County Land Bank Authority (GCLBA) will accept electronic submittals of IFB responses for this bid. In order for IFB responses to be considered, electronic submittals must be complete. Bidders will still be expected to submit one (1) original, one (1) additional copy of the IFB response via a parcel service of their choosing. In order to be eligible for contracting, the hard copies must be received within one week of the due date. Electronic bids that are received and read at the bid opening for which hard copies are not received within one week of the due date will not be considered for award.

To submit a response electronically: Bidders must notify Faith Finholm, Grants Manager via email at ffinholm@thelandbank.org of their intent to submit a bid. Bidders will then be invited to upload a complete PDF of their bid to a confidential folder unique to that bidder on www.box.com. DO NOT UPLOAD YOUR RESPONSES TO THE BID FOLDER WITH MAP, SURVEY, AND OTHER BID INFORMATION. Bidders must notify the appropriate GCLBA representative of their intent to submit electronically at least 24 hours prior to the due date and specified time to allow for creation of folders and to ensure that bidder has sufficient time to attempt upload. Electronic submittals uploaded after the due date and specified time will not be considered. Bidders are welcome to utilize the U.S. Postal Service or the parcel service of their choosing to submit their proposals and not utilize the electronic submittal process as described, but are cautioned that complications or delays in delivery causing responses to not be received by the due date and specified time will cause their bid to be rejected. Please remember that hard copies are still due via parcel service within one week of the due date and time to be eligible for contract. For bidders that opt to submit electronically, please note that complications or delays in delivery causing responses to not be received within one week of the due date and specified time will cause their bid to be rejected. Discrepancies between electronic responses submitted via www.box.com and hard copies received via parcel service may result in bids being rejected.

Responses to this IFB are due either electronically as described above or by parcel service no later than 3:00 pm on **Tuesday, September 22, 2020**. The office may not be consistently staffed at this time so it is important to plan appropriately so that your bid will be received at the office prior to the due date and time if you opt to not utilize the electronic submittal process. Each Bidder is responsible for labelling 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 via a post service to:

Faith Finholm, Grants Manager (**LB# 20-004**)
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502

A public bid opening will be held via Zoom immediately following 3:00 pm on Tuesday, September 22, 2020. Any bids not received by this time, regardless of the reason, will be rejected. Those wishing to attend the virtual bid opening may send their request to Faith Finholm via email at ffinholm@thelandbank.org prior to the due date. An invitation and password to access the bid meeting via Zoom will be sent back.

IFB SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to IFB. Bidders must include all required submittals identified in this Invitation for Bids with bid response.

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	<i>** Some of the submittal requirements are included in the attachments. (PAGE 1)</i>
			<input type="checkbox"/> Letter of Interest- Include a description of on-going projects and whether they will conflict with the completion of this project.
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Description of Company
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> SAM registration printout proving active status and DUNS https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf
			<input type="checkbox"/> Current 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.)
			<input type="checkbox"/> Evidence of Insurance (Attachment A) (Including Pollution Liability)
			<input type="checkbox"/> Michigan Builders License or Maintenance and Alterations license with House Wrecking o Issued to: _____
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Company
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Asbestos Supervisor
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for workers
			<input type="checkbox"/> OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
			<input type="checkbox"/> Lead Awareness for workers
			<input type="checkbox"/> MDEQ Scrap Tire Hauler Registration
			<input type="checkbox"/> Evidence of Financial Stability - Two most recent years tax returns and



			corresponding annual financial statements
			<input type="checkbox"/> Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
			<input type="checkbox"/> Debarment Certification (Attachment H)
			<input type="checkbox"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> 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.)
			<input type="checkbox"/> Work Plan- with site specific information
			<input type="checkbox"/> Health and Safety Plan
			<input type="checkbox"/> Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County
			<input type="checkbox"/> IFB Submittal Requirements Checklist
			<input type="checkbox"/> 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

APPENDICES

- 1. SCOPE OF WORK (ABATEMENT & DEMOLITION)
- 2. MDEQ – NESHAP PROGRAM
- 3. MAP AND BOUNDARIES OF TARGET AREAS
- 4. FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5. SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM
- 6. EXAMPLE ABATEMENT TRACKING SUMMARY SHEET
- 7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE
- 9. PRE-ABATEMENT AND PRE-DEMOLITION WALKTHROUGH FORM
- 10. CDBG CONTRACT BETWEEN THE CITY OF FLINT AND GENESEE COUNTY LAND BANK

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

Limits (Figures denote minimums)

- | | |
|--|--|
| 1. Workers' Compensation | \$500,000 or Statutory limits of Michigan – whichever is greater |
| 2. Employers Liability | \$100,000 accident/disease
\$500,000 policy limit, disease |
| 3. General Liability 1,000,000/OCC/AGG | Including Premises/operations
\$1,000,000 per occurrence with \$2,000,000 aggregate |
| 4. Professional liability | \$1,000,000 including errors & omissions
\$200,000 per occurrence |
| 5. Products/Completed operations | \$1,000,000 per occurrence with \$2,000,000 aggregate |
| 6. Contractual liability | \$1,000,000 general aggregate (gen. agg.) |
| 7. Explosion, Collapse, Subsidence | Excess Policy with limits at least \$2,000,000 |
| 8. Automobile liability
Owned, hired, nonowned | \$1,000,000 combined single limit each
accident-Owned, hired, nonowned |
| 9. Pollution Liability | \$1,000,000 per loss/\$1,000,000 aggregate |
| 10. Authoritys and Contractors Protective | |
| 11. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. | |
| 12. 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. | |
| 13. The certificate must state bid number and title | |

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

Bidder's Statement

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

Bidder

Signature



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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

RFP/BID #: _____

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)

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

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

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Email: _____ Phone: _____

Federal Identification Number: _____ License Number: _____

NAME OF AUTHORIZED REPRESENTATIVES FOR SUBCONTRACTORS:

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

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

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

****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 20-004 Base Bid
BID AMOUNT	\$ _____

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

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

The qualification of assigned project staff and subcontracts, including:

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

Provide three (3) examples of projects completed in the past 5 years that are similar in nature (scope and scale) to projects described in the IFB. Include timeframe in which each project was completed.

Timeline of projects scheduled concurrent with GCLB projects

Demonstration of Capacity

Can Contractor complete abatement, demolition and disposal within the time frame identified in this Invitation For Bids? _____

Does Contractor or Subcontractor poses experience, qualified individual(s), training, and pollution liability insurance required in the Invitation for Bids? _____

Number of employees: _____

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

Subcontractor(s): Please use additional sheets as necessary to document all subcontractors. 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): _____

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

- **Does Contractor or subcontractor have any EPA, MDEQ/EGLE, 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/EGLE, 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:**

- **Does respondent or proposed sub-contractor(s) qualify as Section 3 or as Disadvantaged Minority/Woman- owned Business Enterprise? If so, please indicate the business and under which classification the business qualifies. Indicate the percentage of the bid to be contracted/ paid to each indicated business.**

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 20-004

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

FOR: Invitation to Bid #LB 20-004 Environmental Abatement & Disposal of Asbestos and Hazardous Materials & Demolition and Disposal of Commercial and Residential Structures in Genesee County:

DATE: _____
NAME OF
BIDDER: _____
ADDRESS _____
TELEPHONE: _____

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential Structures having examined Bid #LB: 20-004 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: 20-004, 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 structure(s) from the award and reduce the price by the Contractors' bid for that structure(s).

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

UNIT PRICE FOR ABATEMENT AND DEMOLITION WORK

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

BID LIST # - LB-20-004 817 N STEVENSON ST		Contractor:				
Item No	Description	Units	Est Qty	Unit Price	Proposal Price	# of Days in schedule
1	Site Preparation, Work Plan, Permits, Mobilization & Demobilization	LS	1	Lump Sum		
2	Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials.	LS	1	Lump Sum		
3	Asbestos Abatement, and Hazardous Material Removal	LS	1	Lump Sum		
4	Demolition- completely demolish and remove buildings, basements, foundations, and all Site improvements including, but not limited to: sidewalks, roadways, parking lots, pads, signs, poles, fences, and curbs, with the exception of storm drains/catch basins and associated sewer lines	LS	1	Lump Sum		
5	Backfill, compact, rough grade	LS	1	Lump Sum		
6	Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water	LS	1	Lump Sum		

TOTAL BASE BID _____

20-004 Alternates		CONTRACTOR:			
Item No	Description	Units	Est Qty	Unit Price	Proposal Price (Units x Est Qty)
A	Procure and install "Jersey Barriers" in approach(es). Obtain necessary permit(s), pay fee(s), and install concrete "Jersey Barriers" in property(ies) approach(es), outside of right of way, at intervals leaving 3 feet in between each and in accordance with City requirements .	EA	12	\$ _____	

UNIT PRICE SCHEDULE FOR NON-SCOPE WORK ADD/DEDUCT

Bidders must also provide a unit rate price for:

Item No.	Asbestos Unit Rate Schedule	Unit	Unit Price
1	Sprayed-on Fireproofing	Square Foot	
2	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square Foot	
3	Soft/Decorative Plaster (all layers, including substrate if necessary)	Square Foot	
4	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers, including substrate if necessary)	Square Foot	
5	Exterior Stucco	Square Foot	
6	Drywall/Mud Compound	Square Foot	
7	Thermal System Insulation (TSI) Straight Pipe < 6" diameter	Linear Foot	
8	Thermal System Insulation (TSI) Straight Pipe > 6" to 12" diameter	Linear Foot	
9	Thermal System Insulation (TSI) Straight Pipe > 12" diameter	Linear Foot	
10	TSI Mud Fitting < 6" diameter	Each	
11	TSI Mud Fitting > 6 – 12" diameter	Each	
12	TSI Mud Fitting > 12" diameter	Each	
13	Duct Insulation (cloth or paper)	Square Foot	
14	Duct Insulation (fiberglass with ACM seam mud)	Square Foot	
15	Undercoated Sink	Each	
16	Fire Door	Each	
17	Floor Tile Only (any size)	Square Foot	
18	Floor Tile and Mastic (any size, any mastic type)	Square Foot	
19	Linoleum/Resilient Sheeting	Square Foot	
20	Linoleum/Resilient Sheeting and Mastic (any type)	Square Foot	
21	Window with associated caulk and/or glazing (any size including frame)	Each	
22	Door with associated caulk and/or glazing (any size including frame) (Not a fire door)	Each	
23	Furnace, boiler, or tank insulation (mud and jacket)	Square Foot	
24	Gravity Furnace	Each	
25	Glue, behind paneling, drywall, etc, on wood or concrete. Abatement or complete removal with substrate.	Square	
26	Transite (Panels, Siding or Board)	Square Foot	
27	Transite Pipe	Linear Foot	
28	Fireproof Panels	Square Foot	
29	Asphalt Brick Siding (e.g., Insul-Brick, Brick-Kote, etc.)	Square Foot	
30	Electrical Panel	Each	

Item No.	Asbestos Unit Rate Schedule	Unit	Unit Price
31	Glued-on ceiling tiles (any size) and glue pods	Square Foot	
32	Construction Adhesives/other glue pods	Square Foot	
33	Cove Base	Square Foot	
34	Vermiculite Insulation	Cubic Foot	
35	Miscellaneous Asbestos Debris (any type, total quantity)	Cubic Foot	
36	Foundation Tar, Complete removal and disposal	Square Foot	
37	Cementitious Materials	Square Foot	
38	Transite / asbestos utility piping (any size)	Linear Foot	
39	Roofing/Flashing/Tar (any type)	Square Foot	
40	Light Fixture Heat Shields	Each	
41	Foundation, wall or block caulk	Linear Foot	
42	Vapor barriers (any type)	Square Foot	
Item No.	Hazardous Material Unit Rate Schedule	Unit	Unit Price
43	PCB or other ballasts	Each	
44	Fluorescent light tubes, >4'	Each	
45	Fluorescent light tubes, 4' or less	Each	
46	Mercury thermostats or switches	Each	
47	Miscellaneous household chemical containers	Each	
48	CFC (refrigerator, freezer, any size)	Each	
49	CFC A/C unit (window or whole house)	Each	
50	High pressure light fixtures (sodium, mercury vapor, etc.)	Each	
51	Bicycle/Automobile/Truck tires	Each	
52	Semi truck or tractor tires (large)	Each	
53	Medication	Container	
54	Medical waste/ Needles	Container	
55	Empty 55-gallon drums	Each	
56	55-gallon drum with liquid	Each	
57	15-gallon drum with liquid	Each	
58	250 gallon fuel/heating oil tank, not including oil	Each	
59	Load, transport and dispose of non-hazardous contaminated soils	Cubic Yard	
60	Unknown waste material characterization (TCLP)	Per Waste Stream	
61	Unknown waste disposal(Drum)	Per drum	
62	Unknown waste disposal (Gallon)	Per gal	

63	Pumping of Water	Per hour	
64	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 5,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	Each	
65	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 10,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	Each	
66	Characterization of impacted materials: soil or liquids. Unknown waste material characterization (TCLP).	Per Waste Stream	
67	Disposal of impacted, non-hazardous soils/liquids. Mobilization, site security, excavation, transportation and disposal of impacted soils/liquids considered non-hazardous.	YD/55 Gallon Drum	
Construction / Restoration Items			
Item No.	Description	Unit	Unit Price
68	Sidewalk Replacement	SF	
69	Curb Replacement / Install	LF	

If Bidder is aware of additional Unit Prices not described above, Bidder may provide a description and pricing of items in following table:

Additional Material Unit Rate Schedule			
Item No.	Description	Unit	Unit Price

Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Wednesday, October 7, 2020 and to fully complete on or before Friday, April 30, 2021.

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/REVIEW OF AVAILABLE DATA

Before submitting a proposal, each Bidder shall inspect the available historic and environmental reports and the physical 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 _____

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

_____ Individual
_____ Co-Partnership
_____ Corporation Incorporated under the laws and State
of _____

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

This Bid Proposal is submitted in the name of:

(Name of Contractor)
By _____
Title _____

Signed and sealed this _____ Day of _____ 20 _____

INSTRUCTIONS: Submit this form to GCLBA.

END OF SECTION

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:

<https://www.hud.gov/section3>

<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 Business _____ Phone & Fax _____

Address _____ City _____ Zip _____

Type of Business: Corporation Partnership Sole Proprietorship

Type of Business Activity: _____ (i.e. construction, plumbing, demolition...)

Please attach the following documentation as evidence of status:

For all business entities (as applicable):

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and 51% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

1. For business claiming status as a Section 3 resident-owned enterprise:

- Certification for Section 3 Residents (at least 51% of the business owners)

2. For Business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:

- List of subcontracted Section 3 business(es) and contract/agreement documentation of subcontract amount
- Section 3 certification & all supporting documentation for each subcontracted Section 3 Business

3. For business claiming Section 3 status by claiming at least 30 percent of their full time, permanent workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full time employees
- List of employees claiming Section 3 status
- Certification for Section 3 Residents (at least 30% of all current full-time employees) with supporting documentation showing Section 3 status immediately prior to the date of first hire

For all business entities:

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current audited financial statement or Income Tax Return
- Statement of ability to comply with public policy related to government funding (federal, state or city work experience) evidenced by providing a list of all contracts for the past two years
- List of owned equipment

In completing this application you are aware as stated in 24 CFR 8.5.36 (d) to the following:

- ✓ All work to be performed is covered by Section 3
- ✓ Parties under contract certify that no impediment would prevent compliance
- ✓ Contractor agrees to notify labor organizations of Section 3 commitments and post notice at work site
- ✓ Noncompliance with Section 3 may result 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 (MCC) – 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 by 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
- Other evidence
 - Tax return
 - Pay stub
 - Social Security annual income report
 - Unemployment rejection letter
 - DHS denial letter
 - Notarized letter of support from other individual

For Department Uses

Name: _____ Title: _____ Date: _____
Name and Title of person verifying Section 3 preference status

Referred for employment to: _____ Date: _____

Trade/Skill: _____

Referred by: _____ Title: Job Development Specialist



FY 2020 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 2020 Income Limits Summary

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

FY 2020 Income Limit Area	Median Family Income <input type="button" value="Explanation"/>	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Flint, MI MSA	\$62,400	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	13,450	17,240	21,720	26,200	30,680	35,160	39,640	42,200*
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	35,800	40,900	46,000	51,100	55,200	59,300	63,400	67,500

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 [established by the Department of Health and Human Services \(HHS\)](#), 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 2020 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2020 [Fair Market Rent documentation system](#).

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

Select a different county or county equivalent in Michigan:

Select any FY2020 HUD Metropolitan FMR Area's Income Limits:

Or press below to start over and select a different state:

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							
General Laborer							
Asbestos							
Lead Paint							
Sewer/Water							
Excavation							
Landscape							
Other:							
Other:							
Other:							
Other:							
Other:							

Authorized Signature:		Date:	
Printed Name:		Title:	

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 low-income 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.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and 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.
2. 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 low-income 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, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

State of _____:

S.S.

County of _____:

I, _____ of

(Name of Company/Firm)

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

I state:

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

I state that _____ understands and

(Name of my Company/Firm)



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

SIGNATURE SECTION

(Signature)	(Title)
-------------	---------

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

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

NOTARIZATION SECTION

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

Notary Public Signature	My Commission Expires:
-------------------------	------------------------



ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE _____ SBE _____

LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s):

Check all that apply: White _____ Black _____ Hispanic _____

Asian _____ Native American _____

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

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

(See other side for explanation)



Explanation of Business Enterprise Status

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

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

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

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

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

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



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.

APPENDICES

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

APPENDIX 1- SCOPE OF WORK

Asbestos Abatement Specifications
817 North Stevenson Street
Flint, Michigan

August 19, 2020

Report Prepared For:

Genesee County Land Bank
452 South Saginaw 2nd Floor
Flint, Michigan

Report Prepared By:

ASTI Environmental
10448 Citation Drive, Suite 100
Brighton, Michigan 48116
1-800-395-ASTI

ASTI Project No. 1-11430

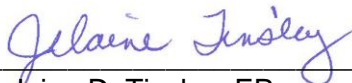
GCLB Bid #19-018

EPA Multipurpose

Grant Number: BF-00E02711-0

Report Prepared by:

Report Reviewed by:



Jelaine D. Tinsley, EP
Project Manager
Asbestos Project Designer (A16395)



David A. Amir, EP
Site Redevelopment Services Director
Asbestos Project Designer (A16059)

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ATTACHMENTS

- A Resumes and Licenses
- B Asbestos-Containing Material Survey dated November 20, 2018 by Environmental Consulting & Technology, Inc. (ECT)
- C ECT Addendum - Supplemental Asbestos Sampling dated August 13, 2020

1.0 INTRODUCTION

The following practices and procedures outlined in this document pertain to the removal of asbestos containing materials (ACMs) located at 817 North Stevenson Street, in the City of Flint, Michigan as outlined in the scope of work presented below in Section 1.2. The ACMs involved in this project are to be removed and disposed of in accordance with the work practices and procedures outlined in this document and all related contract documents, as well as in accordance with all applicable federal, state and local regulations

1.1 Definitions

The word "Owner" when used in this document refers to Genesee County Land Bank whose offices are located at 425 South Saginaw 2nd Floor in Flint, Michigan 48502.

The word "Owner's Representative" when used in this document, refers to ASTI Environmental, 10448 Citation Drive, Suite 100 in Brighton, Michigan 48116.

The words "Owners Consultant" or "Consultant" in this document, refers to ASTI Environmental, employed by Genesee County Land Bank Authority to provide consulting services during this asbestos removal project.

The word "Contractor" in these work practices and procedures refers to the Michigan licensed asbestos abatement contractor awarded a contract by Genesee County Land Bank Authority or their duly authorized representative to complete the removal of ACMs and all associated work described in this document.

1.2 Scope of Work

The work practices and procedures outlined in this document pertain to the removal of ACMs located at 817 North Stevenson Street, in the City of Flint, Michigan. The ACMs involved in this project are to be removed and disposed of in accordance with the work practices and procedures outlined in this document and all related contract documents, as well as in accordance with all applicable federal, state and local regulations.

The Contractor shall perform the removal and disposal of regulated asbestos-containing materials (RACMs) and non-friable ACMs using Class I and Class II removal techniques such as wet methods, glovebags, negative pressure enclosures and HEPA-filtered air filtration devices (AFDs) exhausted to the exterior of the building. The following ACMs have

been identified within the buildings in areas where renovation/demolition activities will necessitate their removal:

MATERIAL	LOCATION	MINIMUM REQUIREMENTS	ESTIMATED QUANTITY ¹
Window Caulk - Flexy	Buildings A-C	Class II Removal (See Section 5.0)	~3,780 linear feet
Window Caulk - Brittle	Buildings A-C	Class II Removal (See Section 5.0)	~3,780 linear feet
Fire Doors and Frames (Interior Doors-From Hallways-Brown Wood Exterior w/ White Matrix)	Buildings A-C	Class I Removal (See Section 4.0)	~26.25 ft ² per door 92 doors or ~2,415 ft ²
Ceiling Surface – All Room / Hallways White Textured – over Concrete	Buildings A-C	Class I Removal (See Section 4.0)	~56,304 ft ²
12" x12" Tile Floor Beige and/or Black mastic (Entryways and each apartment nit kitchen)	Buildings A-C	Class II Removal (See Section 5.0)	~12,468 ft ²
Drywall Adhesive	Buildings A- C	Class I Removal (See Section 4.0)	~60,500 ft ²
Asphaltic Roofing ²	Buildings A-C	Class II Removal (See Section 5.0)	18,700 Class II Removal (See Section 5.0)
12" x12" Tile Floor Beige in a pile	Southeastern exterior corner of Building A	Class II Removal (See Section 5.0)	32 ft ³

1) Contractor is responsible for verifying quantities.

2) May be removed during demolition if not rendered friable during demolition. Contractor is responsible for verifying that this material is not rendered friable during demolition

The Contractor shall utilize the following methods, as appropriate:

- Remove and dispose of all ACMs using:
 - the Glove bag method and described in Section 3.0,
 - the enclosure method as described Section 4.0;
 - Class II techniques as described in Section 5.0 or
 - whole structure removal
- Complete all additional duties described in these sections below.

Window Caulk

Contractor will remove the flexy and brittle window caulks from the windows throughout the buildings. The window caulks will be removed using Class II techniques (refer to Section 5.0).

Fire doors and frames (interior doors – from Hallway-Brown Wood Exterior w/ White Matrix): Contractor will remove the fire doors and frames from the interior throughout the buildings. The fire doors and frames will be removed using enclosure method (refer to Section 4.0) or whole structure removal. Remove during abatement of ceiling surfacing and drywall adhesive

Ceiling surface: Contractor will remove all ceiling surface throughout the buildings. Ceiling surface will be removed using enclosure method (refer to Section 4.0).

12" x 12" Tile Floor Beige and / or Black mastic: Contractor will remove all 12" x12" tile floor beige and / or Black mastic located in entry ways, basement area below the staircases, utility rooms, each apartment kitchen, bathroom and closets. There is also a pile of 12"x12" floor tile located at the southeastern exterior corner of Building A. 12" x 12" Tile floor beige and / or Black mastic will be removed using Class II techniques (refer to Section 5.0).

Drywall Adhesive: Contractor will remove all drywall located in the buildings. The drywall adhesive will be removed using enclosure method (refer to Section 4.0).

Asphaltic Roofing: Contractor will remove all asphaltic roofing prior to demolition of the building. Asphaltic roofing will be removed using Class II techniques (refer to Section 5.0).

1.3 Duties of the Owner's Environmental Consultant

The Owner's Consultant will:

- Advise the owner on matters related to the Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) asbestos standards or guidelines;
- Monitor the Contractor's compliance with the Specifications for Asbestos Abatement and the related contract documents via document review and periodic site inspections, as requested, during abatement activities including the confirmation that abatement activities were completed in entirety;
- If necessary, the Consultant will act on the Owner's behalf to suspend the abatement project and/or recommend corrective action to the Contractor (See Section 1.6). The Consultant will communicate all such activities to the Owner before taking action, whenever possible. In cases which require immediate action, in the opinion of the Consultant, the Consultant will notify the Owner at the earliest possible time;

- Assist the Owner, if necessary, to review contractor submittals and invoices; and
- Consultant will conduct or confirm the completion of final air clearance sampling following the contractor's completion of abatement activities in each negative pressure enclosure area.

1.4 Duties of the Owner

The Owner will:

- Remove all furniture and/or equipment from the work site or provide the Contractor with instructions regarding protection requirements;
- Make all necessary arrangements for contractor's personnel and equipment to have access to the work area; and
- Owner reserves the right to have oversight present during all abatement activities.

1.5 Duties of the Asbestos Abatement Contractor (Contractor)

General

The Contractor shall be responsible for (1) the performance of all work specified in this document and in all related contract documents, and (2) all labor, materials and equipment necessary to complete the work. All asbestos abatement work and construction, safety and maintenance activities shall be performed according to standard practices, the procedures outlined in this document, and completed in accordance with all federal, state, and local regulations. The Contractor shall comply with Owner's requirements regarding project phasing, building access, and facility use to ensure that interference with the Owner's operations and personnel is kept to a minimum. The Contractor shall ensure that all personnel are aware of these requirements and comply with all regulations.

As there will be no utilities operating on site, the Contractor shall be responsible for supplying all water and electricity necessary to complete the abatement. The Contractor shall be responsible for protecting building components during removal activities. Any damage to permanent building systems occurring during the performance of the abatement shall be repaired by the Contractor at no additional cost to the Owner. The Contractor shall identify those building components likely to sustain damage during the project and notify the Owner prior to the start of abatement activities.

The Contractor shall develop a schedule based on the Owner's requirements for completion dates. The schedule shall detail all activities necessary for the timely completion of the con-

tract, including project planning and work coordination with the Owner's operations or other contractor's work.

The Contractor shall provide and maintain all personnel and equipment necessary to complete the construction project on schedule.

Personal Air Monitoring

The Contractor shall provide and maintain all personnel exposure monitoring, including excursion limit monitoring, as required under the OSHA Asbestos Standard for Construction (29 CFR 1926.1101). All personal samples shall be collected using the OSHA referenced method (ORM) and analyzed for phase contrast microscopy (PCM).

Notifications

The Contractor shall be fully responsible to notify federal, state, and local authorities, and will provide proof of notification to the Consultant, including but not limited to:

- Federal EPA as required under the National Emission Standard for Hazardous Air Pollutants (NESHAPS) (40 CFR 61 Final Rules);
- State of Michigan – Department of Licensing and Regulatory Affairs and the Department of Environment, Great Lakes and Energy; and

MIOSHA Asbestos Program
LARA, CSHD
P.O. Box 30671
Lansing, Michigan 48909-8171
(517) 636-4551

NESHAP Asbestos Field Program
Detroit Field Office, DEGLE, AQD
Cadillac Place, Suite 2-300
3058 West Grand Boulevard
Detroit, Michigan 48202
(313) 456-4686

- Any applicable local regulatory or enforcement agencies.

Forward copies of these submittals to the Owners Representative

1.6 Submittals

Pre-Abatement

The Contractor shall submit to the Owner or Consultant before the start of work:

- Certificates of Insurance as required by the Owner;
- Evidence of training of all workers as required by OSHA and the State of Michigan;
- Documentation of required state licensing;
- Records of respirator fit testing for all workers;
- Copies of all medical approvals for workers to use respiratory protective equipment;
- Copies of federal, state, and local notifications for this Project;
- Names and experience credentials of all individuals who will act as supervisors or foremen on the project;
- A detailed description of the containment barriers, including location and configuration of the decontamination and waste load-out areas;
- Requirements involving shutdown of building electrical or mechanical systems, if any;
- Identification of the proposed disposal site;
- Requirements for asbestos-containing and non-asbestos waste handling;
- Details of any demolition work necessary to accomplish the abatement work in addition to that indicated on the demolition drawings; and
- Emergency procedures, including emergency escapes, fire protection, and first aid, including those working on the project that is trained in first aid and CPR.

During Construction

The Contractor shall notify the Owner or Owner's Consultant immediately of any injuries occurring during the Project. Copies of accident reports shall be provided to the Owner and/or Owner's Representative within 48 hours.

Post Abatement

The Contractor shall provide the Owner/Owner's Representative with the following items:

- Copy of the Project's "Notice of Intent to Renovate/Demolish" following filing with LARA/EGLE
- Provide copies of all waste manifests documenting proper disposal of any ACM removed.

1.7 Criteria for Suspension of Abatement Work Practices

Work Practices

The following work practices are the basis for work suspension:

- Work practices which are not in accordance with those outlined in this document;
- Work practices not specifically prohibited in this document, but which are judged to be unsafe upon consultation between the Owner and the Consultant; and
- Work practices that are not in accordance with the applicable federal, state and local regulations.

2.0 ASBESTOS CONTROL PROCEDURES

2.1 Contractor Employee Training

Training requirements shall follow the guidelines required by OSHA and as outlined in State of Michigan Public Act No. 147 of 1986.

2.2 Respiratory Protection

All respiratory protection equipment shall be provided to workers in accordance with the Contractor's submitted written respiratory protection program, which includes all applicable items of OSHA 29 CFR 1910.134 and CFR 1926.1101.

Workers shall be provided with personally issued, individually identified respirators.

The type of respiratory protection used shall meet the following requirements at a minimum:

- Powered air-purifying respirators (PAPRs) with full face pieces and equipped with HEPA filters approved by the National Institute for Occupational Safety and Health (NIOSH) for asbestos-containing dusts shall be used for gross removal activities performed inside containment areas, unless it can be determined that the work does not create an airborne fiber concentration that exceeds the protection factor of a half mask respirator or until final clearance has been achieved;
- Where PAPR's are inappropriate (for example, in limited spaces), the use of other types of respiratory protection shall be at the discretion of the Contractor;
- Negative pressure, dual cartridge, air-purifying respirators equipped with HEPA filters may be used for glove bag removal, inspection or repair work of less than 1 hour duration, or for any activities where such respiratory protection is deemed appropriate by the Consultant. All respirators shall be equipped with exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks

2.3 Protective Clothing

Full-body disposable protective clothing, including head, body and foot covers consisting of material impenetrable to asbestos fibers shall be provided to all workers and authorized visitors. This clothing shall be provided in sizes adequate to accommodate movement without tearing. Torn clothing shall be immediately repaired or replaced. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

Protective clothing shall be worn during all work activities inside the removal enclosure, during glove bag removal operations, and while handling or disposing of asbestos-containing waste.

3.0 REMOVAL USING GLOVE BAG METHOD

Glove-bag removal techniques may be used to remove materials under the conditions described below:

- A minimum of two persons are required for all glove-bagging operations;
- In no case may glove-bag removal techniques be used to remove asbestos containing insulation where metal jacketing covers the insulation;
- Glove-bags outside of an enclosure will be considered adequate for removal only if they are under continuous negative pressure and have an inlet valve. This will prevent the release of fibers if pressure is lost; and
- The Consultant approves the usage as sufficiently protective to prevent potential overexposure to employees and/or building occupants and to prevent potential contamination of the facility or its contents.

3.1 Area Preparation

The Contractor shall establish a regulated area and post danger signs in accordance with OSHA 29 CFR 1926.1101 (k)(1)(ii) to prevent unauthorized access to the work site during abatement. The work area must be securable during off-hours.

Regardless of employee exposure levels to asbestos, whenever feasible, all asbestos removal, demolition or renovation operations must be conducted within a negative pressure enclosure as specified by the OSHA Asbestos Construction Standard (29 CFR 1926.1101 (e)(6)). The only exception to this requirement will be on a small-scale, short-duration asbestos renovation and maintenance activities as defined by the OSHA Asbestos Construction Standard (29 CFR 1926.1101).

3.2 Glove Bag Removal Activities

Glove-bags shall be at least 6-mil thickness and be provided with danger labels, which meet the specifications of OSHA 29 CFR 1926. Each bag shall be sealed around the insulation using tape and spray glue. Each bag will have a small, one-way inlet flap installed to allow air exchange. The use of drop cloths under the removal area is required.

Before and during removal, the insulation shall be sprayed with the amended water (containing a wetting agent) as required to keep fiber release to a minimum. An approved asbestos wetting agent shall be used according to the manufacturer's recommendations.

Before attaching the glove-bag to the pipe, the pipe will be cleaned using HEPA filter equipped vacuum cleaners and/or wet methods. The glove-bag may then be attached to the pipe.

After attaching the glove-bag, a HEPA filter equipped vacuum hose will be attached to the glove-bag. The HEPA filter vacuum will be used to create a negative pressure in the glove-bag at all times.

Any penetration in the glove bag shall be immediately repaired. All openings cut in the glove bag to permit access of spray wands or tools shall be sealed with tape prior to removal of insulation. After removal and cleanup of the insulation on the pipe and before removal of the bag, an approved asbestos encapsulate shall be applied to the pipe and interior walls of the glove-bag. Air shall be removed from the glove-bag using a HEPA filter equipped vacuum; glove-bags shall not be squeezed to remove air. After the bag has been sealed and removed from the pipe, a layer of trowled-on or "palm grade" mastic or other suitable encapsulant or sealant, shall be applied to the ends of any insulation remaining on the pipe.

A separate glove-bag shall be used for each section to be removed. Sliding glove-bags along the pipe section shall not be permitted.

3.3 Waste Disposal

Sealed glove-bags shall be placed in clean, appropriately labeled, 6-mil polyethylene bags (double-bagged) before transport from the work area. All waste materials shall be handled according to the procedures outlined in Section 6.0 Waste Disposal Procedures.

If waste-containing glove-bags must be left in the building between work periods, they shall be double-bagged and placed in a designated area approved by the Consultant or Owner and thoroughly wetted. The designated area shall be securable and posted with danger signs that meet the requirements of OSHA 29 CFR 1926.1101.

4.0 REMOVAL USING NEGATIVE PRESSURE ENCLOSURE METHOD

4.1 Site Preparation

Danger signs, which meet the specifications of OSHA 29 CFR 1926.1101 (k)(1)(ii), shall be posted at all potential points of access to the work area. Access to the work site shall be limited to authorized personnel only.

The Contractor shall, with the assistance of the Owner's Representative, shut down all HVAC system components that are in, supply or pass through the work area and are not required to supply air to adjacent areas during abatement activities.

All intake and exhaust vents in and near the work areas shall be sealed with duct tape and 4-mil poly sheeting.

The Contractor shall provide for any specialized electrical or plumbing requirements necessary for this project to comply with all applicable safety and construction codes. Ground-fault devices must be installed on all electrical equipment used in the enclosure.

Moveable items suspected of being contaminated shall be pre-cleaned by the Contractor using a HEPA filter equipped vacuum and/or wet-cleaning methods as appropriate. Cleaning of these areas shall be conducted in a manner that does not create an asbestos exposure including the construction of a negative pressure prior to the initiation of cleaning activities. Following cleanup, these objects may be removed and stored in an uncontaminated location.

All fixed objects in the work areas shall be enclosed (or cleaned and enclosed if contamination is suspected) in a double layer of 4-mil poly sheeting sealed with duct tape. Objects such as permanent fixtures, light fixtures, shelves, electronic equipment, and computer cables, which must remain in the work area and that require special ventilation or enclosure, shall be addressed on a case-by-case basis.

The Owner shall be contacted for special protection requirements; for example, control panels and gauges in the work area may require Owner access during abatement. The Owner

shall delineate these special requirements and enclosures shall be constructed to allow access to designated personnel.

All surfaces in the work area shall be pre-cleaned using HEPA filter equipped vacuums and/or wet-cleaning methods as appropriate or as dictated by background air sampling results. Methods that would raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used. ACMs shall not be disturbed during any pre-cleaning operations.

Where a suspended ceiling must be removed to perform abatement, all components including tile, grid pieces, diffusers, and light fixtures must be cleaned using wet wiping methods or HEPA filter equipped vacuums prior to disposal or must be double wrapped in 6-mil poly sheeting and disposed of as ACM. Demolition of the suspended ceiling shall not commence until the area is isolated and negative pressure systems are installed.

As part of the Contractor's emergency plan, emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy identification from anywhere in the work area. The exits shall be secured to prevent access from uncontaminated areas and shall still permit emergency exiting which satisfies applicable safety code enforcement officials, the Consultant and the Owner.

After site preparation is completed, but before abatement begins, the Consultant may inspect and test the effectiveness of the barrier system(s) and the negative air strategy. The Contractor shall make any changes in the system deemed necessary by the Consultant.

Isolation of the Work Area

Sealing of windows, doorways, drains, ducts, grills, diffusers and other openings between the work area and uncontaminated areas of the building or out-of-doors, must be done with two layers of 6-mil polyethylene sheeting and duct tape, or other materials as practicable.

Floor or wall cracks, which can permit leakage, shall be individually sealed before being covered with sheeting.

Poly sheeting shall be sized to minimize seams. In order to prevent water from penetrating to the floor materials, the Contractor shall position the layers of sheeting so that the seams

are not placed on top of one another. Seams shall not be located at wall/floor joints. Floor sheeting shall extend, at a minimum, 12 inches up the sidewalls of the work area when utilized.

Walls shall be covered with a minimum of two full layers of 4-mil poly sheeting, seams shall not overlap. Where poly sheeting must remain attached to the porous wall surfaces for more than 48 hours, furring strips (or equivalent) shall be used in addition to duct tape and/or spray glue to secure the wall plastic in place. The sheeting must not be permitted to contact live steam pipes.

Where construction of barrier wall frames is required, 2-by-4 inch studs shall be constructed on 24-inch centers and covered with two layers of 4-mil poly sheeting attached to the framing. If the attachment medium penetrates the sheeting, the penetrations shall be sealed with duct tape.

Worker Decontamination Enclosure Systems

Worker decontamination enclosures shall be provided in accordance with 29 CFR 1926.58 (j). The enclosure will consist of rooms outside of the work area that will be enclosed in poly sheeting and are accessible from the work area.

Worker decontamination enclosure systems constructed at the work site shall have 6-mil opaque or 6-mil black poly sheeting in the clean room and shower area.

The worker decontamination enclosure system shall consist of at least a clean room, a shower room, each separated by double-flap airlocks consisting of two or more sheets of overlapping, poly sheeting. A configuration where one sheet is secured at the top and left side and the other sheet is secured at the top and right side is recommended.

The clean room shall be adequately sized to accommodate the work crew. Benches as well as hooks for street clothes shall be provided. Storage facilities for respirators shall also be provided in this area. Towels, clean disposable clothing, replacement filters for respirators, and other necessary items shall be provided in adequate supply at the clean room. A location of postings, electricity, lighting or heating shall be provided as well in this area.

Replacement HEPA filters (in sealed containers) for vacuums and negative pressure ventilation equipment, extra tools, and containers of surfactant, and other materials and equipment that may be required during abatement, may be stored in the equipment room as needed. A labeled 6-mil, poly bag or fiber drum lined with a labeled 6-mil bag for collection of disposable clothing and spent respirator cartridges shall be located in this room. Contaminated foot-wear (rubber boots or other reusable footwear) shall be stored in this area for reuse the following workday.

No smoking, eating or drinking is permitted within the work area. Access to the decontamination unit and work area must be secured whenever the Contractor is not on site.

Personal Entry and Exit

All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system. The entry must be securable during off-hours to prevent unauthorized access.

All authorized personnel, before entering the work area for the initial time, shall be familiar with the locations of all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures.

All personnel shall proceed first to the clean room, remove all street clothes, and don appropriate disposal coveralls, head and foot coverings, and respiratory protection. Replacement respiratory cartridges and protective clothing shall be provided by the abatement Contractor and used by all personnel for each separate entry into the work area.

Personnel wearing designated personal equipment shall proceed from the clean room, through the shower area and equipment room, to the main work area to begin designated activities.

Before leaving the work area and entering the equipment room, all personnel shall remove gross visible contamination from the outside of respirators and protective clothing by brushing, HEPA vacuuming, and/or wet wiping techniques. Personnel shall then proceed to the equipment room for removal of all protective equipment, except respirators.

Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement, contaminated footwear shall be disposed of as asbestos-containing waste. Rubber boots may be decontaminated at the completion of the abatement project for future use.

While wearing respirators, personnel shall proceed to shower area and clean the outside of the respirators and exposed facial areas under running water. Personnel shall shower and shampoo to remove residual asbestos contamination.

If powered air-purifying respirators are worn, they must remain operating throughout the decontamination process to provide adequate protection. The battery pack cable connection shall be sealed with tape to keep out water while showering. Spent cartridges shall then be sealed and disposed of as asbestos-containing waste. Cartridges must be replaced for each new entry into the work area. After showering, personnel may proceed to the clean room to dress into street clothing.

4.2 Work Area Negative Pressure Systems

Adequate HEPA filter equipped ventilation equipment shall be installed to maintain a measureable pressure drop between the work area and adjacent areas of the building. The pressure in the work area shall be negative with respect to the adjacent areas of the building. Continuous monitoring of the static pressure differential must be provided. Differential must be maintained no less than 0.02 inches of mercury less on the inside of the containment compared to outside the enclosure. The Contractor shall install a sufficient number of ventilation units to provide an air change of at least once every 15 minutes; this air change shall be equal to the volume of the containment. Openings made in the enclosure system to accommodate these units shall be sealed with tape as needed. If more than one unit is installed, they shall be turned on one at a time. The integrity of wall barriers shall be checked for secure attachment and need for additional reinforcement.

An adequate power supply must be available to satisfy the requirements of the ventilation units. Negative pressure ventilation units shall be exhausted to the outside of the building. They shall not be exhausted into occupied areas of the building. Ventilation ducting shall be correctly installed and sized so that efficiency of the ventilation unit is not impaired. The Contractor shall monitor the ducts and perform daily inspections to ensure that the ducting is sealed and does not exhaust into building areas. A sufficient quantity of backup negative-

pressure ventilation units shall be available at the site (complete with filters) to minimize down time in the event of a failure. The negative-pressure systems shall be operated continuously, 24 hours per day, until the Consultant approves their shutdown.

4.3 Method of Removal

The asbestos material shall be sprayed with amended water (containing a wetting agent) to enhance penetration. An approved asbestos wetting agent shall be used according to the manufacturer's recommendations. A fine spray of the amended water shall be applied to reduce fiber released during the removal of the ACM. The material shall be sufficiently saturated to reduce emission of airborne fibers as much as practicable; however, no accumulation of water shall be permitted on the floor. Excess water shall be treated and disposed of as asbestos waste.

Surface cleaning may be performed using scrapers, HEPA filter-equipped vacuums, damp cloths or nylon bristle brushes. The use of wire brushes is prohibited.

Following abatement, the asbestos waste shall be packed, while still wet, into sealable poly bags (6-mil minimum). All wastes shall be bagged on a daily basis (minimum); accumulations of waste materials shall not be permitted. Materials which may perforate bags, such as floor tile and ceiling tile, may be placed in fiber or metal drums or other appropriate containers approved in advance by the Owner or Consultant before transport from the enclosure.

4.4 Waste Handling

Asbestos-containing waste that has been containerized shall be transported out of the work area through the worker decontamination enclosure. They shall enclose each bag in another clean, labeled, 6-mil bag (double-bagged) prior to transport from the airlock to the outside. Wrapped components must be placed in labeled bags or wrapped in clean polyethylene sheeting before disposal. Wrapped materials must have appropriate labels affixed before storage or transport.

The vehicle used to transport asbestos-containing waste material must be marked with the sign prescribed by OSHA during loading and unloading activities to warn people of the presence of asbestos.

The Consultant will monitor these activities and make any corrections as necessary. Details of the transportation activities must be included in the “materials handling plan” submitted prior to project start-up.

4.5 Decontamination of the Work Area

Following removal of all ACMs, the Contractor shall clean up the work area in the following sequence:

Step 1: Gross decontamination of the work area

The Contractor shall remove gross decontamination from all building components, including electrical, mechanical, and HVAC systems which have become contaminated during the abatement, using HEPA filter equipped vacuums and/or wet-wiping techniques. All visible debris and standing water will be removed during this initial decontamination. Excess water shall be treated and disposed of as asbestos waste.

Step 2: Encapsulation

The Contractor shall apply an approved asbestos encapsulant to all surfaces in the work area. When the encapsulant has cured completely, the Contractor may remove only the inner layer of polyethylene sheeting from both the floor and walls. The Consultant may allow additional layers of sheeting to be removed to facilitate cleaning. Additional cleaning may be required if any leakage of debris has occurred.

Step 3: Clearance Evaluation

ASTI will conduct a clearance inspection and collect clearance air samples following the completion of cleaning activities in each work area for PCM analysis. If results of PCM analysis indicate airborne fiber concentrations of 0.05 fibers per cubic centimeter (fibers/cc) of air or greater, the Contractor shall re-clean the entire work area. Results of PCM analysis must be below 0.05 fibers/cc.

When results of air sampling meet the clearance criteria, the containment barriers may be dismantled and disposed of as contaminated waste and the area re-occupied. If the criteria are not met, the work area must be re-cleaned, inspect-

ed, and re-sampled. The Contractor shall be responsible for all costs if additional cleaning and clearance air monitoring are required.

Step 4: Final Cleanup

Following the satisfactory completion of clearance air monitoring, remaining barriers may be removed and properly disposed of as contaminated waste and the negative air systems shut down. The Consultant may perform a final visual inspection to determine if debris remains in the work area. The Contractor shall perform additional cleaning to the satisfaction of the Consultant or the Owner.

Objects that were removed to temporary locations will be relocated to their original positions unless otherwise directed by the Owner.

All areas damaged as a result of abatement activities shall be repaired or replaced to the satisfaction of the Owner. At the end of the project, the Contractor shall remove all tape and adhesive residue.

5.0 CLASS II WORK ACTIVITIES

Class II work activities includes the removal of Type I non-friable materials and Type II non-friable materials. All Class II work activities shall be supervised by a competent person as defined in 29 CFR1926.1101.

Prior to removal of materials, the Contractor will isolate the work area from the interior areas of the building using critical barriers, barrier tape and warning signs, as appropriate.

The abatement contractor will perform work practices that include wet methods, HEPA vacuums, hand tools and prompt disposal of waste. No dry sweeping shall be performed to clean floors or surfaces in the work area.

All materials shall be removed intact unless the Contractor demonstrates that intact removal is not feasible. Non-intact removal shall not be performed unless approved by the Owner's Consultant.

If any work activities render the materials friable, Class I removal techniques will be required and contractor will refer to Section 4.0 for removal methods.

6.0 WASTE DISPOSAL PROCEDURES

6.1 Transportation to the Landfill

When bags have been removed from the work areas, they shall be loaded into an enclosed or covered truck/trailer for transportation. The dumpster or trailer used for asbestos waste shall be locked at all times when not attended. If a rented vehicle is used, the owner of the vehicle shall be notified of its intended use and a copy of the notification shall be give to the Owner. This vehicle, used to transport RACM waste material, must be marked with the sign prescribed by OSHA during loading and unloading activities to warn people of the presence of asbestos.

The enclosed cargo area of the vehicle shall be free of debris and lined with 6-mil polyethylene sheeting to contain any contaminants which may leak from damaged containers onto the cargo area surface.

The Contractor shall be responsible for all aspects of the handling and transport of ACMs and shall conform to U.S. Department of Transportation regulations 49 CFR 173.1909) and NESHAPS (40 CFR 61, Final Rule). Bills of lading shall identify the asbestos waste with the proper North American shipping number, NA 2212, PG 111”.

For all asbestos-containing waste material transported off site, the NESHAP revisions require that a waste shipment record (WSR) be provided to the waste site owner or operator at the time that the waste is delivered to the waste disposal site. Permanently affixed labels are required on bags, drums, and other containers of asbestos-containing waste material from demolition, renovation, and abatement activities indicating the name of the waste generator and the location where the waste was generated.

Proper tools/equipment shall be provided to safely expedite container handling. Drums, if used, shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting.

Personnel handling asbestos-containing waste shall wear half-face piece, dual-cartridge respirators equipped with HEPA filters (the minimum respiratory protection) and wear disposable clothing including head, body, and foot protection.

6.2 Waste Container Disposal

To prevent exceeding available storage capacity on site as the work progresses, sealed and labeled containers of asbestos-containing waste shall be removed and transported to the pre-arranged disposal locations. Waste shall not remain in the building between work periods without the Owner's approval.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and any applicable federal, state and local regulations.

All original dump receipts, trip tickets, transportation manifests or other records of disposal shall be delivered to the Consultant for documentation. The Contractor may request copies of these records for documentation. If a separate hauler is employed, its name, address, telephone number, and signature shall also appear on the form.

7.0 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating the overall work of the project including, but not limited to, the following general requirements:

- Maintain proper scheduling, manpower and equipment to ensure timely completion of the project, and coordinate with the Owner and other contractors to minimize interference with Owner's operations or personnel;
- Ensure that reasonable protective measures are implemented during abatement activities to protect workers and building components;
- Comply with any and all applicable federal, state and local regulations;
- Make arrangements with the Owner for personnel and equipment access to work areas;
- Make arrangements with the Owner to shut down building electrical or mechanical services when necessitated by this project;
- Notify the Owner and the Consultant of any unusual conditions created by or encountered during this project;
- Coordinate with the Owner any demolition or alteration beyond the scope of work necessary to accomplish this project;
- Maintain cleanliness in any of the Owner's facilities which are used by the asbestos abatement workers; and
- The Contractor shall not use welding or gas cutting equipment on site without prior approval of the Owner.

8.0 AIR MONITORING

All air monitoring activities will be conducted in accordance with federal, state and local regulations. At a minimum, air clearance samples shall be collected by a third party following completion of final cleaning and visual inspection of each negative pressure enclosure.

Access to the work area will be deemed unrestricted following receipt of clearance sample results below 0.05 f/cc.

ATTACHMENT A

RESUME AND LICENSES OF JELAINÉ TINSLEY



JELAINE D. TINSLEY
Environmental Professional

PROFILE

Certifications/Licenses

NIOSH 582-Equivalent Course Sampling and Analysis of Airborne Asbestos Fibers
OSHA 29 CFR 1910.120 HAZWOPER 40-Hour and 8-Hour Refresher (2019)
Asbestos Inspector-Michigan (License No. A16395)
Asbestos Inspector-Illinois (License No. 100-19756)
Asbestos Inspector-Indiana (License No. 19A007625)
Asbestos Hazard Evaluation Specialist-Ohio (License No.ES36108)
Asbestos Project Designer-Michigan (License No. A16395)
Certified Confined Space Entrant and Attendant
American Red Cross First Aide and Adult CPR Certified
ASTM Certification in RBCA Applied at Petroleum Release Sites
Bituminous Testing Technician
Michigan Provisional Teaching Certificate

Education

Western Michigan University, B.S., Earth Science and Education

Experience History

Environmental Professional, ASTI ENVIRONMENTAL
Project Manager, Yeoman Group
Project Manager, A&F Environmental
Environmental Consultant, DLZ Corporation
Environmental Consultant, AKT Peerless
Geologist, ATC Associates
Geologist, NUS Corporation
Teacher, Detroit Public Schools
Staff Scientist, CTI and Associates, Inc.

Professional Memberships and Service

Michigan Association of Environmental Professionals (MAEP)
Commercial Real Estate Women Detroit (CREW)

Professional Background

Ms. Tinsley has more than 29 years experience in the environmental industry in a variety of areas including Phase I environmental site assessments (ESAs), Phase II ESAs, baseline environmental assessments (BEAs), subsurface investigations (soil and groundwater testing), soil and groundwater evaluations, asbestos and mold inspections, abatement oversight, and specification development. Ms. Tinsley has also coordinated numerous hazardous material and pre-demolition surveys which included evaluations of asbestos, mold, radon and universal wastes for municipal, commercial, and industrial facilities.

Years Experience:

5 --- ASTI ENVIRONMENTAL
25 --- other firms

ENVIRONMENTAL DUE DILIGENCE AND SITE INVESTIGATION PROJECTS

Environmental Site Assessments

Completed numerous site assessments for a variety of projects (vacant land, agricultural, residential, commercial, and industrial) to determine the environmental condition of sites for real estate transactions. Projects involved both surface and subsurface evaluations of sites for a variety of hazardous substances. Responsibilities included the preparation and/or review of ASTM Phase I and Phase II ESAs, Baseline Environmental Assessments (BEAs), and Due Care Plans. Ms. Tinsley has experience working in Michigan, Illinois, Indiana, Ohio, Kentucky, Tennessee, Georgia, Alabama, Mississippi, and Florida. Ms. Tinsley also has performed listing site evaluations for a dedicated contactor to the US EPA. Ms. Tinsley is also knowledgeable with All Appropriate Inquiries (AAI) per 40 CFR Part 312 and meets the requirements of an Environmental Professional per AAI.

Customer Training

Provided training for financial institutions on the types of properties that should have environmental evaluations.

Vapor Intrusion Evaluation, Jackson, Michigan

Conducted vapor intrusion studies at commercial properties to assess potential vapor migration. Scope of work included coordination of vapor intrusion points, vapor sample collection, and coordination of chemical testing.

CONSTRUCTION TESTING

Conducted construction material analysis which included soil proctors, soil sieve analysis, asphalt extractions, and concrete stress testing.

ASBESTOS INSPECTIONS AND ABATEMENT COORDINATION/OVERSIGHT

Responsible for asbestos program management including coordination and technical lead for hazardous material surveys and asbestos and mold related testing activities.

Asbestos Inspections, City of Detroit Neighborhood Redevelopment Project

Inspector of asbestos hazards at over 300 residential and commercial properties. Collected samples of suspect ACM for laboratory analysis. Provided report to the City of Detroit with findings and compliance requirements.

Asbestos Inspections, City of Inkster Neighborhood Redevelopment Project

Conducted asbestos inspections at over 100 residential and commercial properties. Collected samples of suspect ACM for laboratory analysis. Provided report to the City of Inkster with findings and compliance requirements.

Large Hotel Detroit, Michigan

Inspected the hotel property as part of a team. Collected samples, reviewed laboratory analysis, and provided client a report of methods and findings. Performed oversight of ACM abatement.

Medical Complex Kalamazoo, Michigan

Responsible for coordination of field activities for the ACM abatement of the complex. Conducted schedule and strategy meetings.

Hotel, Detroit, Michigan

Inspected the hotel property. Collected samples, reviewed laboratory analysis, and provided client a report of methods and findings.

Former Coal Power Plant

Conducted a thorough asbestos inspection of an inactive multi-building coal power plant in Detroit, Michigan. Collected samples, and performed thorough photo documentation and quantification of all ACMs in the power plant and supporting buildings.

UNDERGROUND STORAGE TANKS AND PETROLEUM REMEDIATION PROJECT

Commercial Development Royal Oak, Michigan

Coordinated the remediation of a former gasoline service station, during site development for a commercial company. Work included Phase I ESA and Phase II site investigation to evaluate USTs and hoists onsite, as well as coordinating a GPR survey for additional USTs on site, a BEA, and a Due Care Plan. Assisted with the development bid specifications for site remediation activities including UST and hoist removal, soil remediation, and asbestos abatement. Coordinated the removal of five (5) USTs, one in-ground hoist, and 300,000 cubic yards of petroleum-impacted soils.

ATTACHMENT B

ASBESTOS-CONTAINING MATERIAL INSPECTION DATED NOVEMBER 2018

ASBESTOS & HAZARDOUS MATERIALS SURVEY

**Former Apartment Complex
817 North Stevenson Street
Flint, Michigan 48502**

Prepared for:
Genesee County Land Bank Authority
452 S. Saginaw Street, Second Floor
Flint, Michigan 48506

November 20, 2018

ECT No. 180307-0300

Signature(s) of Environmental Professional(s)

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

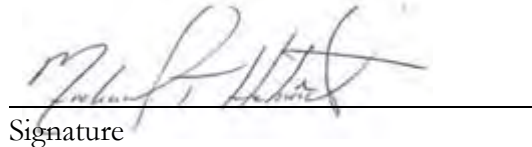
The environmental assessment described herein was conducted by the undersigned employees of ECT. ECT's investigation consisted solely of the activities described in the Introduction of this report, and in accordance with the Terms and Conditions of the Standard Consulting Services Agreement signed prior to initiation of the assessment, as applicable.

We declare that, to the best of our professional knowledge and belief, we meet the definition of environmental professionals as defined in §312.10 of 40 C.F.R. 312. ECT staff conducting the on-site survey, have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.

This document has been authored and reviewed by the following employees:

Michael Hebert

Author



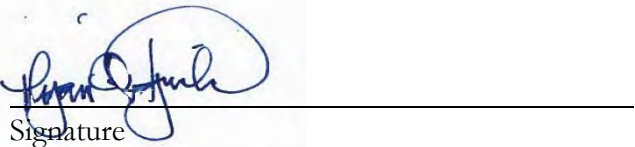
Signature

November 20, 2018

Date

Ryan Higuchi

Peer Review



Signature

November 20, 2018

Date

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APPENDICES

- Appendix A—Asbestos Inspector Accreditation
- Appendix B—Photolog
- Appendix C—Chain of Custody Records
- Appendix D—Laboratory Analytical Report – Asbestos
- Appendix E – Sampling and Analysis Plan

List of Acronyms

ACM	Asbestos Containing Materials
AHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
ECT	Environmental Consulting & Technology, Inc.
EPA	Environmental Protection Agency
FES	Fibertec Environmental Service
GCLBA	Genesee County Land Bank Authority
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations
LARA	Michigan Department of Labor and Regulatory Affairs
NELAP	National Environmental Laboratory Accreditation Program
NESHAP	National Emission Standards for Hazardous Air Pollutants
NREPA	Natural Resources and Environmental Protection Act
OSHA	Occupational Health and Safety Administration
PLM	Polarized Light Microscopy
QA/QC	Quality Assurance/Quality Control
QAPP	Quality Assurance Project Plan
SAP	Sampling and Analysis Plan
TEM	Transmissive Electron Microscopy
USEPA	United States Environmental Protection Agency

Definition of Terms

The terms/abbreviations used herein are compliant with definitions referenced by the U. S. EPA publication entitled, *“Asbestos Hazard Emergency Response Act”*.

“Asbestos” includes the minerals, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite or any of these minerals that have been chemically treated and/or altered.

“Asbestos-Containing Material (ACM)” means any material containing more than 1% asbestos by weight.

“Asbestos-Containing Building Material (ACBM)” refers to surfacing, thermal system insulation, or miscellaneous building materials that are composed of asbestos of any type and in an amount greater than 1% by weight.

“Presumed Asbestos-Containing Building Material (PACM)” means thermal systems insulation and surfacing material found in buildings constructed before 1980.

“Functional Area” means a room, group of rooms, or homogeneous materials designated by a person accredited to perform inspections, prepare management plans, design abatement projects, or conduct response actions.

“Lead-based paint” means paint or other surface coatings that contain lead equal to or more than 1 milligram per square centimeter or more than 0.5% by weight. (Lead Abatement Act Nos. 219 & 220 Public Acts 1998, Act No. 644 Public Acts of 2002, Act Nos. 400, 431, 432, 433, 434 Public Acts 2004 and Amendments of Michigan Health Code Act 368 Public Acts 1978.

1.0 Introduction

Environmental Consulting & Technology, Inc. (ECT) was retained by Genesee County Land Bank Authority (GCLBA) to perform an Asbestos Hazardous Materials Survey - Pre-demolition Inspection of the vacated apartment complex (Complex) located at 817 North Stevenson Street in Flint, Michigan (**Figure 1**). The Complex supports three buildings, Building A through C consisting of 28,365, 15,693, and 12,246 square feet.

1.1 Detailed Scope of Services

ECT provided qualified labor, equipment and materials necessary to perform an asbestos hazardous materials survey - pre-demolition inspection of the three building structures (Buildings A, B, & C) in conformance with ECT's Standard Operating Procedures and applicable industry standards. During the inspection and assessment efforts, ECT personnel identified, inventoried and quantified all observed asbestos containing materials (ACMs), and logged any suspected hazardous and universal wastes associated with the Complex that would require abatement or special handling prior to demolition. Where prudent, physical samples of construction media suspected of containing a hazardous material (asbestos) were sampled and analyzed. It is also noted herein that the assessment of lead-based paint was not part of the approved scope of work. Based on the age of the Complex, all painted surfaces are assumed to support lead-based paints.

Prior to initiating the inspection, ECT attempted to obtain construction prints and documents; however, none were found to be available for the Complex. Information was obtained regarding Parcel Number 40-12-385-049 which indicated three apartment structures were associated with the Complex. Other relevant information is as follows:

- Utilities: Electrical, Water, Sanitary and Cable
- Size of each apartment unit: 330ft²
- Heating: Base Board
- Average Story Height: 9ft
- Age of Initial Construction: ~55 years
- Assessed/Taxable and State Equalized Value: \$0.00

During the sampling activities, the presumed bulk asbestos samples were collected in general accordance with Asbestos Hazard Emergency Response Act (AHERA) guidelines that require that the suspect materials be identified, located and documented, and that friable suspect materials be assessed and classified for friability and damage. During the inspection, homogeneous areas were delineated and sampled, as appropriate. Functional spaces were also identified for purposes of assessing all suspect materials and thermal system insulation, as appropriate. A physical assessment of friable and non-friable suspect materials was also performed.

All samples collected were submitted with chain-of-custody documentation to Fibertec Environmental Services (FES), an analytical laboratory that is an accredited National Environmental Laboratory Accreditation Program (NVLAP) laboratory. Although Polarized Light Microscopy (PLM) is currently the accepted and approved method for analysis, point counting was also conducted to verify levels of asbestos fibers in sampled media when a sample was reported at levels exceeding 1% asbestos.

1.2 Limitations and Exceptions

ECT has performed this Asbestos Hazardous Materials Survey - Pre-demolition Inspection in a professional manner using that degree of skill and care exercised for similar projects, under similar conditions, by reputable and competent environmental consultants. In the preparation of this Asbestos Hazardous Materials Survey - Pre-demolition Inspection Report, ECT has relied upon information derived from secondary sources. Except as set forth in this Asbestos Hazardous Materials Survey - Pre-demolition Inspection Report, ECT has made no independent investigation as to the accuracy or completeness of the information derived from these secondary sources and has assumed that such information was accurate and complete. As such, ECT shall not be responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the evaluation was performed.

The information summarized herein is provided to GCLBA for their general use and distribution.

1.3 Special Notice

Pursuant to Michigan statutes, and specifically Part 305, the “[Asbestos for General Industry Standard](#)” and Part 602, the “[Asbestos Standards for Construction](#)”, both standards require building owners/operators to conduct a thorough asbestos building survey if their structures were constructed prior to 1981. This survey must identify the presence, location, and quantity of ACM and/or presumed asbestos-containing material (PACM) within their building structures. Building materials presumed to contain asbestos (prior to 1981) include thermal system insulation (e. g., applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain) and surfacing material (e. g., sprayed, troweled-on, or otherwise applied to surfaces for acoustical, fireproofing, and/or other purposes). It also includes asphalt and vinyl flooring materials. Contractors can only rebut the designation of a PACM by providing material sampling and laboratory analysis performed in accordance with Part 602, 1926. 1101 (k)(5).

In conformance with the above-referenced Michigan standards, building structures constructed after 1981 are not required to have an ACM inspection prior to renovation/demolition.

2.0 Site Description

2.1 Location and Legal Description

The Subject Property is comprised of a single parcel containing approximately 1.74 acres located at 817 North Stevenson Street, in the City of Flint, Michigan. The legal description of the Subject Property is below:

Parcel #40-12-385-049: “LOTS 14,31, and 32, also LOT 13 EXC 50FT, BLK 3 OF MCFARLAN & CO’S COTTAGE GROVE ADDITION; CONTIG PART OF A MCFARLAN’S REPLAT OF PARTS OF BLOCK 3 MCFARLAN & CO’S COTTAGE GROVE ADDITIONS DESC AS LOT 29 AND 30 BLKB”

2.2 Property Description

The Subject Property is occupied by a vacated apartment complex (Complex) that supports three buildings, Building A through C consisting of 28,365, 15,693, and 12,246 square feet. Building A is twice the size of Buildings B and C, with Building A being comprised of two separate structures that have been combined using one common support wall. The buildings appear to have been used for low income housing and have likely been abandoned for more than five years.

The year the Complex was built was not available. Based on the building materials observed, the architectural design associated with Buildings A through C, and their similarity in design, it is estimated that the Complex was constructed during the same event, between 1965 and 1975. Multiple modifications, including partially re-drywalling, painting and carpeting have occurred since its construction based upon dates found on drywall materials (1994 and 2001). Furthermore, the exterior roof supports multiple layers of asphalt, stone and gravel. The following conditions were also noted:

- All windows and metal frames have been removed.
- All metal piping has been removed.
- All electrical wiring and fixtures (including ballasts) have been removed.
- All thermostats controls have been removed.
- All transformers have been removed.
- All metal sinks and appliances (including AC units) have been removed.

It is likely that the buildings have either been part of a cost recovery salvage event or have been illegally scrapped.

2.3 General Construction

The buildings are rectangular-shaped three-story structures that are supported by a concrete floor and foundation system approximately six to eight feet below finished floor grade. The structures are comprised by concrete block walls that support three floors and ceilings in each building. The exterior of the buildings is finished with concrete. The buildings are divided into four definable roof areas of 4,082-5,231 square feet and comprised of asphalt and stone covering.

The interior space of the three buildings totals approximately 56,304 ft². The room and hallway floor layout for each building is identical in design, with each building having two entryways. Building materials are identical throughout all buildings in the Complex and include the following homogenous materials:

- Concrete Block Walls
- Concrete Floors/Ceilings
- Carpet and 12" x 12" Beige Tile
- Drywall (Modern 1994 & 2001)
- Fire Doors
- Windows (removed)/Same Structural Size
- Insulation (Pink Fiberglass and Cellulose)
- Painted Surfacing w/Compound on Concrete Ceilings
- Metal and Concrete Stairwells
- Electrical Heating Systems (*Suspected - No Forced Air or Heat Piping*)

Supporting utilities include electrical, sanitary sewer, and water. However, all electrical systems including transformers and light/heating fixtures, have been removed. ECT did not observe evidence of aboveground storage tanks, underground storage tanks, or drums storing regulated hazardous substances or petroleum products in association with any of the building structures.

2.4 Physical Condition of Buildings

Prior to initiating the inspection, ECT requested copies of construction blueprints and documents, however, there were not available for the Complex. Parcel information was obtained through Genesee County, indicated the following information:

- Utilities: Electrical, Water, Sanitary and Cable
- Size of each apartment unit: 330 square feet
- Heating: Base Board
- Average Story Height: 9ft
- Age of Initial Construction: ~55 years
- Assessed/Taxable and State Equalized Value: \$0.00

The buildings appear to be structurally sound; however, physical evidence suggests that the buildings have not been fully heated during the past 5 years. The following observations were made during an October 1, 2018 visual inspection:

- The roofing material on all the structures has been resealed with asphalt, stone, and gravel at some time after initial construction.
- The Complex is constructed of concrete (block/metal/wood) and faced with finish concrete.
- The Complex is free of bulk fluids, with exception of a few multiple small volume, retail-sized containers of cleaners and maintenance fluids.
- No boilers or hot water heaters were found in the buildings.
- Fiberglass and cellulose fiber insulation were found in some of the interior walls and roofing.
- The exterior windows and frames are missing, some of which have been covered with plywood.
- The Complex does not contain any metal pipes or insulation residue.
- The Complex includes 90 fire doors that were comprised of wood siding with interior plaster fibers.
- The Complex contains vinyl flooring comprised of 12"x12" beige tiles and linoleum
- All air conditioning systems (i.e. roof, window and ground units) have been removed

- All thermostats have been removed.
- No appliances were observed
- No fire suppression system was observed
- The interiors of the building structures support multiple layers of white paint
- Transformers are not associated with any of the building structures and appear to have been removed
- All light ballasts throughout the building structures have been removed.
- No fluorescent light tubes were found throughout the Complex.

3.0 Field Activities

The building structures were surveyed during October 2018 by Mr. Michael T. Hebert, who is accredited by the State of Michigan as an Asbestos Building Inspector, Michigan Accreditation No. A40056 (see **Appendix A**).

3.1 Building Inspection

The condition of each building area was photographed (see **Appendix B**) and is shown on the field diagrams presented in **Figures 2 through 4** which depict sample locations and materials sampled for asbestos. Construction materials and special items of concern are also noted and are summarized. The materials in all the buildings are homogeneous and were sampled and logged on Chains-of-Custody by matrix sampled. Each sample was labeled by letters A, B or C to define the building from which the sample was collected.

3.1.1 Interior ACM

Samples from the interior of the buildings were collected for asbestos analyses based upon the age of materials in the buildings, or to confirm the asbestos content of the matrix of a given material. Samples were relinquished to Fibertec Industrial Hygiene Services, Inc. (Fibertec), a NVLAP laboratory for third party analysis of asbestos pursuant to U.S. EPA Method 600/R-93/116 using Polarized Light Microscopy. Sample Identification names are listed on Chain-of-Custody Numbers 163173, 171987, 171424, 171425, and 171428, which are presented in **Appendix C**. As noted on the Chains-of-Custody, all samples and all layers were to be analyzed. In total, 56 samples were collected, which was converted to 90 layers.

At least one sample was collected from each floor of all buildings. Complex sample locations are described as follows (see **Figures 2 through 4**).

Chain-of -Custody	Sample ID	Building/Description
163173	Ceiling Surface A-1	Building A / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface A-2	Building A / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface A-3	Building A / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface B-4	Building B / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface B-5	Building B / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface B-6	Building B / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface C-7	Building C / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface C-8	Building C / White Bubble Texture Over Concrete, (No fibers)
	Ceiling Surface C-9	Building C / White Bubble Texture Over Concrete, (No fibers)

Total Estimated Coverage Area (Complex) - ~56,304ft²

Chain-of -Custody	Sample ID	Building/Description
171987	A-FT-1	Building A / 12"x12" Floor Tiles Beige, Entrance Hallway
	A-FT-2	Building A / 12"x12" Floor Tiles Beige, Entrance Hallway
	A-FT-3	Building A / 12"x12" Floor Tiles Beige, Entrance Hallway
	B-FT-4	Building B / 12"x12" Floor Tiles Beige, Entrance Hallway
	B-FT-5	Building B / 12"x12" Floor Tiles Beige, Entrance Hallway
	B-FT-6	Building B / 12"x12" Floor Tiles, Beige, Entrance Hallway
	C-Linoleum -1	Building C / Linoleum Floor Covering, Beige, Entrance Hallway
	C-Linoleum -2	Building C / Linoleum Floor Covering, Beige, Entrance Hallway
	C-Linoleum -3	Building C / Linoleum Floor Covering, Beige, Entrance Hallway

Total Estimated Coverage Area (Complex) 12"x 12" Floor Tile - ~1,080ft²

Total Estimated Coverage Area (Complex) Linoleum Floor Covering - ~360ft²

Chain-of -Custody	Sample ID	Building/Description
171424	A-FD-1	Building A / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	A-FD-2	Building A / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	A-FD-3	Building A / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	B-FD-4	Building B / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	B-FD-5	Building B / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	B-FD-6	Building B / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	C-FD-7	Building C / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	C-FD-8	Building C / Apartment Door – Brown Exterior w/White Matrix w/Fibers
	C-FD-9	Building C / Apartment Door – Brown Exterior w/White Matrix w/Fibers

Total Estimated Coverage Area (Complex) – 92 Doors

Chain-of -Custody	Sample ID	Building/Description
171425	A-DW-1	Building A / Interior Drywall White Matrix/White-Gray Exterior
	A-DW-2	Building A / Interior Drywall White Matrix/White-Gray Exterior
	A-DW-3	Building A / Interior Drywall White Matrix/White-Gray Exterior
	B-DW-4	Building B / Interior Drywall White Matrix/White-Gray Exterior
	B-DW-5	Building B / Interior Drywall White Matrix/White-Gray Exterior
	B-DW-6	Building B / Interior Drywall White Matrix/White-Gray Exterior
	C-DW-7	Building C / Interior Drywall White Matrix/White-Gray Exterior
	C-DW-8	Building C / Interior Drywall White Matrix/White-Gray Exterior
	C-DW-9	Building C / Interior Drywall White Matrix/White-Gray Exterior

Total Estimated Coverage Area (Complex) – ~60,500ft²

Marked dates (1994 and 2001) on some of the drywall indicate that multiple drywall repairs have occurred. In addition, some of the original drywall is suspected to be present in the buildings.

Chain-of -Custody	Sample ID	Building/Description
171428	A-1 Interior Insulation	Building A / Brown Cellulose Insulation (Interior Walls/Roof)
	A-2 Interior Insulation	Building A / Brown Cellulose Insulation (Interior Walls/Roof)
	A-3 Interior Insulation	Building A / Brown Cellulose Insulation (Interior Walls/Roof)
	B-4 Interior Insulation	Building B / Brown Cellulose Insulation (Interior Walls/Roof)
	B-5 Interior Insulation	Building B / Brown Cellulose Insulation (Interior Walls/Roof)
	B-6 Interior Insulation	Building B / Brown Cellulose Insulation (Interior Walls/Roof)
	C-7 Interior Insulation	Building C / Brown Cellulose Insulation (Interior Walls/Roof)
	C-8 Interior Insulation	Building C / Brown Cellulose Insulation (Interior Walls/Roof)
	C-9 Interior Insulation	Building C / Brown Cellulose Insulation (Interior Walls/Roof)

Total Estimated Coverage Area (Complex) – ~6,600ft³

3.1.2 Exterior ACM

Samples from the exterior of the buildings were also collected for asbestos analyses based upon the age of materials in the buildings, or to confirm the asbestos content of the matrix of a given material and then relinquished to Fibertec for analysis. Sample Identification names are listed on Chain-of-Custody Numbers 1631272 and 171426, which are presented in **Appendix C**. Sample locations are described as follows:

Chain-of -Custody	Sample ID	Building/Description
163172	A-Exterior Concrete-1	Building A /Concrete, Gray, Exterior Finished Surface, (No Fibers)
	B-Exterior Concrete-2	Building A /Concrete, Gray, Exterior Finished Surface, (No Fibers)
	C-Exterior Concrete-3	Building A /Concrete, Gray, Exterior Finished Surface, (No Fibers)

Total Estimated Coverage Area (Complex) Exterior Concrete - ~20,000ft²

Chain-of -Custody	Sample ID	Building/Description
171426	Asphalt Roofing A-1	Building A / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing A-2	Building A / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing A-3	Building A / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing B-4	Building B / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing B-5	Building B / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing B-6	Building B / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing C-7	Building C / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing C-8	Building C / Exterior Roofing, Asphalt (Black) w/Stone, Layers
	Asphalt Roofing C-9	Building C / Exterior Roofing, Asphalt (Black) w/Stone, Layers

Total Estimated Coverage Area (Complex) – 18,700ft²

4.0 Analytical Data

The laboratory results of bulk material analysis with respect to the percent of asbestos, fibers, and non-fibrous materials were received on October 17, 2018. A summary of these results is presented in the tables below and in **Appendix D**. Samples results that did not support asbestos greater than 1% were reported as “No Asbestos Detected” (NAD).

Chain-of - Custody	Sample ID	Asbestos Type	% Asbestos
163173	Ceiling Surface A-1	Chrysotile	5%
	Ceiling Surface A-2	Chrysotile	3%
	Ceiling Surface A-3	Chrysotile	3%
	Ceiling Surface B-4	Chrysotile	5%
	Ceiling Surface B-5	Chrysotile	5%
	Ceiling Surface B-6	NAD	
	Ceiling Surface C-7	Chrysotile	5%
	Ceiling Surface C-8	NAD	
	Ceiling Surface C-9	Chrysotile	8%

Chain-of - Custody	Sample ID	Asbestos Type	% Asbestos
171987	A-FT-1, Flooring	Chrysotile	10%
	A-FT-2, Flooring	Chrysotile	7%
	A-FT-3, Flooring	Chrysotile	10%
	B-FT-4, Flooring	Chrysotile	15%
	B-FT-5, Flooring	Chrysotile	2% to 15%
	B-FT-6, Flooring	Chrysotile	1% to 5%
	C-Linoleum -1, Flooring	Chrysotile	2%
	C-Linoleum -2, Flooring	NAD	
	C-Linoleum -3, Flooring	NAD	

Chain-of -Custody	Sample ID	Asbestos Type	% Asbestos
171424	A-FD-1, Fire Door	Amosite	9%
	A-FD-2, Fire Door	Amosite	11%
	A-FD-3, Fire Door	NAD	
	B-FD-4, Fire Door	Amosite/Chrysotile	13%/2%
	B-FD-5, Fire Door	Amosite/Chrysotile	12%/2%
	B-FD-6, Fire Door	Amosite/Chrysotile	11%/2%
	C-FD-7, Fire Door	NAD	
	C-FD-8, Fire Door	NAD	
	C-FD-9, Fire Door	Amosite/Chrysotile	7%/4%

Chain-of-Custody	Sample ID	Asbestos Type	% Asbestos
171425	A-DW-1, Drywall	NAD	
	A-DW-2, Drywall	NAD	
	A-DW-3, Drywall	NAD	
	B-DW-4, Drywall	NAD	
	B-DW-5, Drywall	NAD	
	B-DW-6, Drywall	NAD	
	C-DW-7, Drywall	Chrysotile	1%
	C-DW-8, Drywall	NAD	
	C-DW-9, Drywall	NAD	

Chain-of -Custody	Sample ID	Asbestos Type	% Asbestos
171428	A-1 Interior Insulation	NAD	
	A-2 Interior Insulation	NAD	
	A-3 Interior Insulation	NAD	
	B-4 Interior Insulation	NAD	
	B-5 Interior Insulation	NAD	
	B-6 Interior Insulation	NAD	
	C-7 Interior Insulation	NAD	
	C-8 Interior Insulation	NAD	
	C-9 Interior Insulation	NAD	

Chain-of -Custody	Sample ID	Asbestos Type	% Asbestos
163172	A-Exterior Concrete-1	NAD	
	B-Exterior Concrete-2	NAD	
	C-Exterior Concrete-3	NAD	

Chain-of -Custody	Sample ID	Asbestos Type	% Asbestos
171426	Asphalt Roofing A-1	Chrysotile	10%
	Asphalt Roofing A-2	Chrysotile	10%
	Asphalt Roofing A-3	NAD	
	Asphalt Roofing B-4	NAD	
	Asphalt Roofing B-5	NAD	
	Asphalt Roofing B-6	NAD	
	Asphalt Roofing C-7	NAD	
	Asphalt Roofing C-8	NAD	
	Asphalt Roofing C-9	NAD	

The remaining samples did not support asbestos greater than 1%, and therefore were reported as “No Asbestos Detected” (NAD). No further actions are warranted for these sample locations. The following table presents a summary of the materials supporting asbestos greater than 1%, based on the results of the bulk PLM analyses for asbestos.

Materials	Location	~Volume	Units	Type
Fire Doors (Interior Doors- From Hallways -Brown Wood Exterior w/ White Matrix)	Buildings A-C	~26.25ft ² per door	Door (92) or ~2,415ft ²	TSI Friable
Ceiling Surface – All Room/Hallways White Textured – Over Concrete	Buildings A-C	~56,304	ft ²	S Friable
Tile Floor Beige and/or Black Mastic (Entryways)	Buildings A-C	~1,440	ft ²	M Cat I Non- Friable
Drywall	Buildings A-C	~60,500	ft ²	S Friable
Asphaltic Roofing Material	Buildings A-C	~18,700	ft ²	M Cat I Non- Friable

Samples reported to contain asbestos are representative of the entire homogenous matrix from which they were sampled and therefore the remaining portions are considered positive for asbestos based upon the homogenous nature of the matrix sampled. The fire doors, asphalt roofing materials and tile floor/mastic contain 10% or greater asbestos and as such, are defined as requiring abatement. The drywall and ceiling surface materials

containing less than 10% asbestos were further evaluated by point counting. On October 18, 2018, ECT requested the following samples to be point counted to verify if the content of the building materials support asbestos above 1%:

Chain-of-Custody	Sample ID	Description	% Asbestos (PLM)
171425	Drywall C-DW-7	Layer 4 of 4	1%
163173 (examine in order, {STOP, if any result is positive above 1% asbestos})	CS C-9, Ceiling Surface C-9	Layer 1 of 3	8%
	CS-B-4, Ceiling Surface B-4	Layer 1 of 2	5%
	CS C-7, Ceiling Surface B-7	Layer 1 of 3	5%
	CS B-5, Ceiling Surface B-5	Layer 1 of 2	5%
	CS A-1, Ceiling Surface A-1		5%
	CS A-2, Ceiling Surface A-2		3%
	CS A-3, Ceiling Surface A-3		3%

Results of the point counting analyses are summarized in the following table:

Chain-of-Custody	Sample ID	Description	
171425	Drywall C-DW-7	“Adhesive” Layer, Layer 4 of 4 Brown Tabular & Brittle Material Layer	2.25% Chrysotile (Asbestos) 1% Cellulose 96.75% Non-fibrous Materials
163173	CS C-9, Ceiling Surface C-9	White Tabular Material	5.25% Chrysotile (Asbestos) 2% Cellulose 92.75% Non-fibrous Materials

5.0 Universal Wastes

Concurrent with ACM assessment activities, an inspection and inventory of universal wastes and potentially regulated and hazardous materials was also conducted. A summary of universal, miscellaneous wastes, and recycle volumes that require abatement is presented in the following table.

Location	Units	Description
Complex	0	Transformers (PCBs) None Present 6 floor-mounted units suspected to have existed (2 per building exterior)
Complex	0	Light Ballasts (PCBs) None Present No Fluorescent Lights
Complex	0	Fluorescent Lights Tubes None Present
Complex	0	Mercury Light & Thermostats None Present
Complex	0	Above/Underground Storage Tanks None Present
Complex	0	Regulated Batteries None Present
Complex	5	Fire Extinguishers Present (spent)
Complex	0	Refrigerant None Present All AC/Appliances Removed
Complex	Within Debris	Paint/Aerosol/Maintenance Fluids Small Containers may be present in piles of debris, but if found, suspected to be below reportable quantities
Complex	0	55-gallon Drums or Bulk Hazardous Substances None Present

5.1.1 Lead-Based Paint

An assessment for lead-based paint was not conducted. In general, buildings constructed and painted before 1978 are suspected to contain lead-based paint. Therefore, based upon the age of the buildings, all painted surfaces are assumed to contain lead with a concentration above 0.5%, therefore, it is recommended that the exterior surface of the buildings be appropriately managed.

6.0 Conclusions

ECT has performed this assessment in general accordance with Asbestos Hazard Emergency Response Act (AHERA) guidelines that require that the suspect materials be identified, located and documented, and that friable suspect materials be assessed and classified for friability and damage.

The following table provides a summary of asbestos containing materials that will require abatement:

Materials	Location	~Volume	Units	Type
Fire Doors (Interior Doors- From Hallways -Brown Wood Exterior w/ White Matrix)	Buildings A-C	~26.25ft ² per Door	Door (92) or ~2,415ft ²	TSI Friable
Ceiling Surface – All Room/Hallways White Textured – Over Concrete	Buildings A-C	~56,304	ft ²	S Friable
Tile Floor Beige and/or Black Mastic (Entryways)	Buildings A-C	~1,440	ft ²	M Cat I Non-Friable
Drywall “Adhesive”	Buildings A-C	~60,500	ft ²	S Friable
Asphaltic Roofing Material	Buildings A-C	~18,700	ft ²	M Cat I Non-Friable

Once these materials are abated, the buildings may be demolished using standard construction practices. In addition, no universal or miscellaneous wastes requiring abatement were found in the buildings.

GCLBA has an obligation to advise the contractor that lead-based paint is suspected to be associated with those demolition materials that are painted and cannot be recycled.

7.0 Deviations from the SAP

This assessment was conducted in accordance with the Sampling and Analysis Plan that was prepared on September 11, 2018 and later approved by the USEPA Project Manager on September 20, 2018. The following are deviations from the SAP:

- The number of samples collected for each matrix was based upon the volume and the homogenous nature the matrix found throughout the Complex. As stated in Section 2.2, the condition of the building suggest that they have either been part of a cost recovery salvage event or have been illegally scrapped. The absence of these materials significantly reduced the need for ACM sampling.
- A total of two (2) samples were submitted for additional point count analysis to verify asbestos content.

ECT was able to complete an ACM survey for the property and has collected sufficient data to support this the findings of this report.

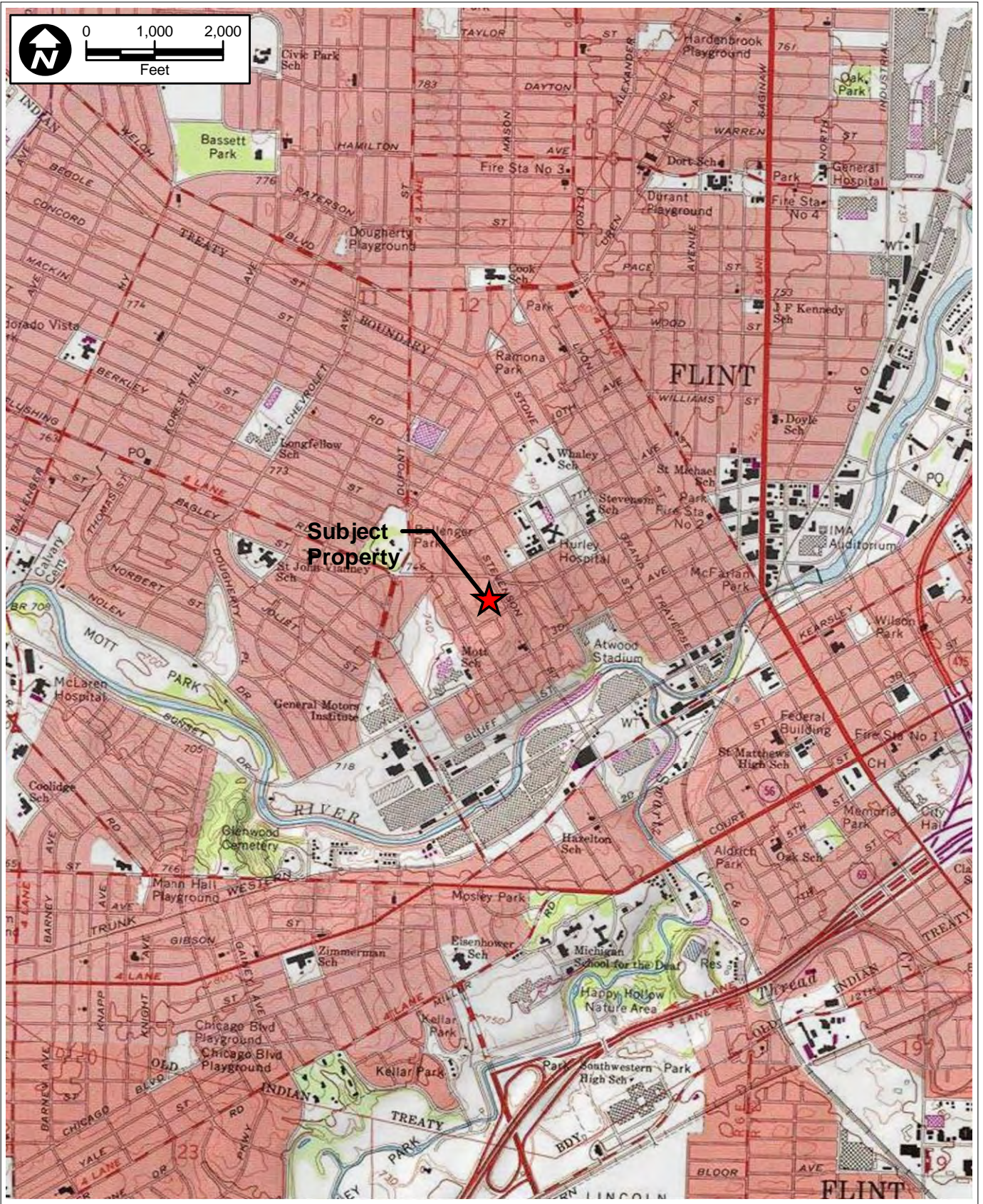


FIGURE 1
SITE LOCATION MAP
817 NORTH STEVENSON STREET
FLINT, MI. 48503

Sources: ECT, 2018.





BUILDING A
28,365 SQUARE FEET
3 STORY
2 BUILDINGS WITH COMMON WALL
1965-1975 CONSTRUCTION
CONCRETE BLOCK/CONCRETE FLOORING
DRYWALL - 1994 & 2001
METAL/TIMBER FRAME
ASPHALT ROOF

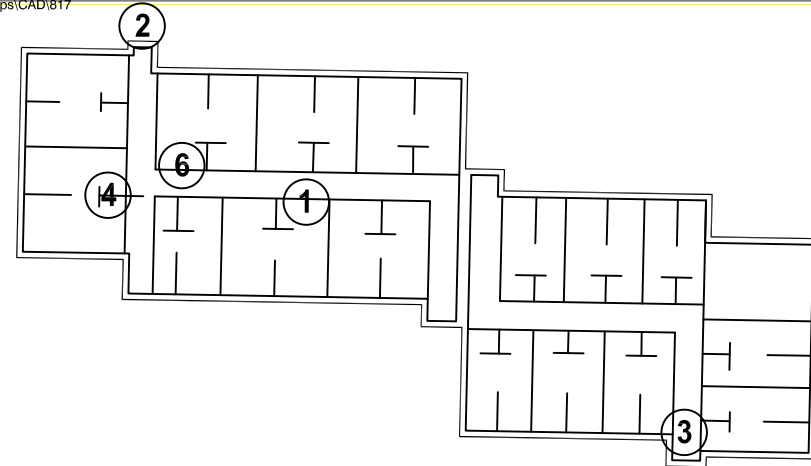
BUILDING B
15,693 SQUARE FEET
3 STORY
1965-1975 CONSTRUCTION
CONCRETE BLOCK/CONCRETE FLOORING
DRYWALL - 2001
METAL/TIMBER FRAME
ASPHALT ROOF

BUILDING C
12,256 SQUARE FEET
3 STORY
1965-1975 CONSTRUCTION
CONCRETE BLOCK/CONCRETE FLOORING
DRYWALL - 2001
METAL/TIMBER FRAME
ASPHALT ROOF

FIGURE 2
BUILDING LOCATIONS
817 NORTH STEVENSON STREET
FLINT, MI. 48503

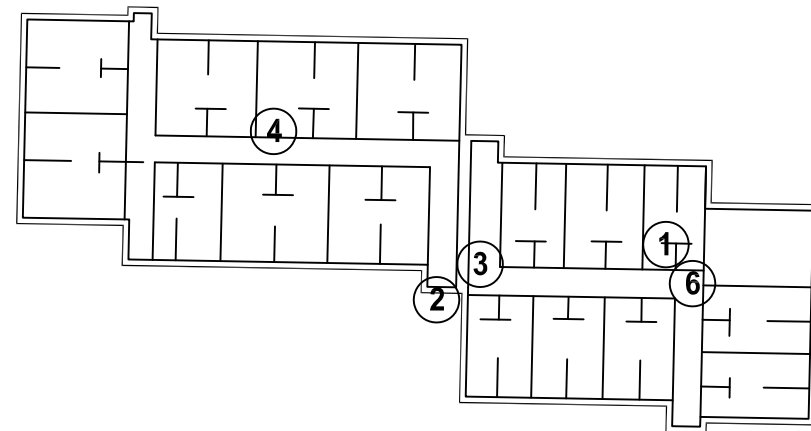
Sources: ECT, 2018.





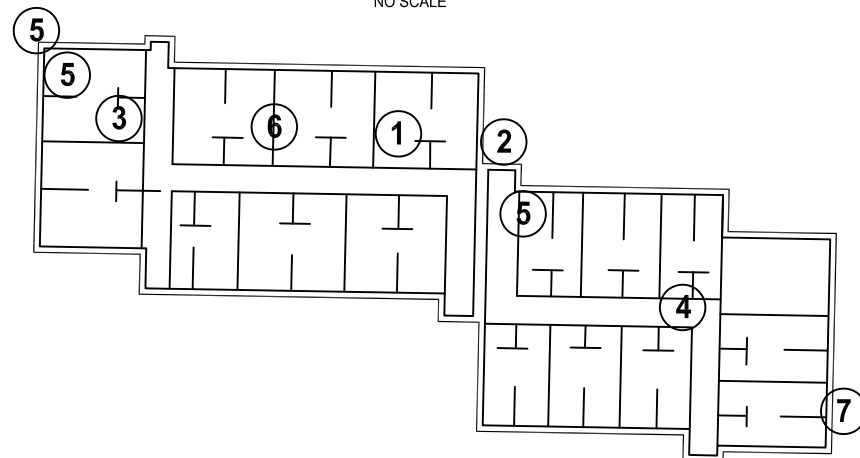
FIRST FLOOR

NO SCALE



SECOND FLOOR

NO SCALE



THIRD FLOOR

NO SCALE

SAMPLING NOTES:

EACH UNIT SUPPORTS A FIRE DOOR, (14/FLOOR, 42 TOTAL)
 ① SAMPLES: A-FD-1 THRU 3.
 BROWN WOOD EXTERIOR, INTERIOR WHITE WITH FIBERS.

ENTRANCE (4) WITH 12x12" HOMOGENOUS FLOOR TILE (180 SF/FLOOR, 789 SF TOTAL), BEIGE COLOR
 ② SAMPLES: A-FT-1 THRU 3

CEILING - CONCRETE WITH LATEX FINISH
 ③ SAMPLES: CEILING SURFACE A-1 THRU 3
 WHITE - BUBBLE TEXTURE, NO VISUAL FIBERS

INSULATION - PINK FIBERGLASS AND BROWN CELLULOSE
 ④ SAMPLES: INTERIOR INSULATION A-1 THRU 3

ROOF - FLAT ROOF OF BLACK ASPHALT
 ⑤ SAMPLES - ASPHALT ROOFING A-1 THRU 3 (COMPOSITE)

DRY WALL - WHITE 1/2" BOARD, SOME DATED 1994 AND 2001
 ⑥ SAMPLES: A-DW-1 THRU 3

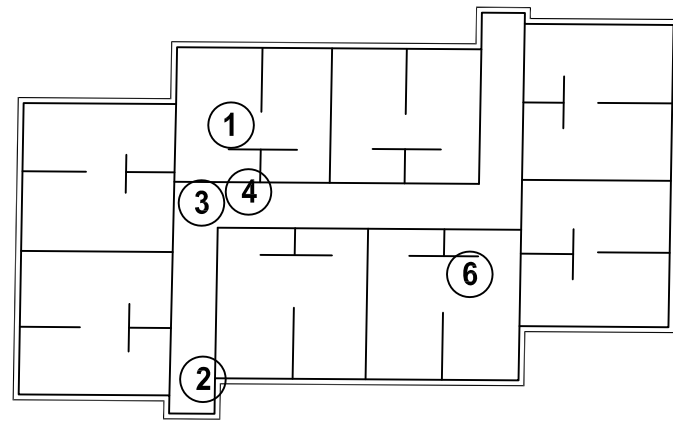
EXTERIOR GRAY CONCRETE
 ⑦ SAMPLE: A EXTERIOR CONCRETE -1

GENERAL NOTES:

ALL FLOORS HAVE IDENTICAL LAYOUTS
 THE FOLLOWING HAVE BEEN REMOVED:

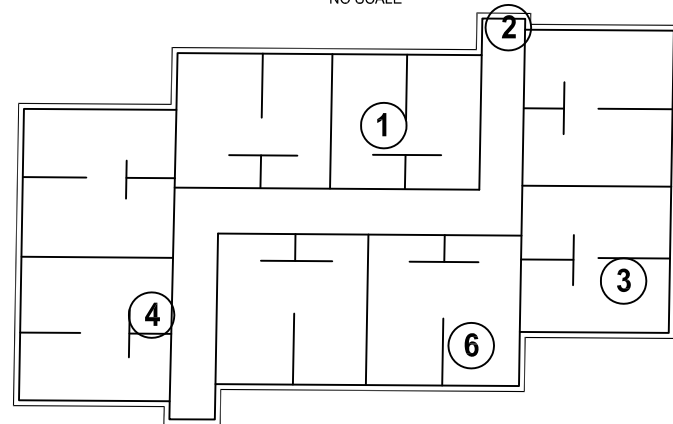
- WINDOWS AND WINDOW FRAMES (FLOOR 1)
- ELECTRICAL HEATING (FLOOR 1)
- HOT WATER TANK (FLOOR 1)
- THERMOSTATS (ALL FLOORS)
- LIGHT TUBES (ALL FLOORS)
- LIGHT BALLASTS (ALL FLOORS)
- HEATING UNITS (ALL FLOORS)
- PIPING/PIPE INSULATION, EXCLUDING SANITARY PIPING (ALL FLOORS)
- SINKS AND STOVES (ALL FLOORS)

**FIGURE 3: BUILDING A SAMPLING LOCATIONS
 817 NORTH STEVENSON STREET, FLINT, MICHIGAN**



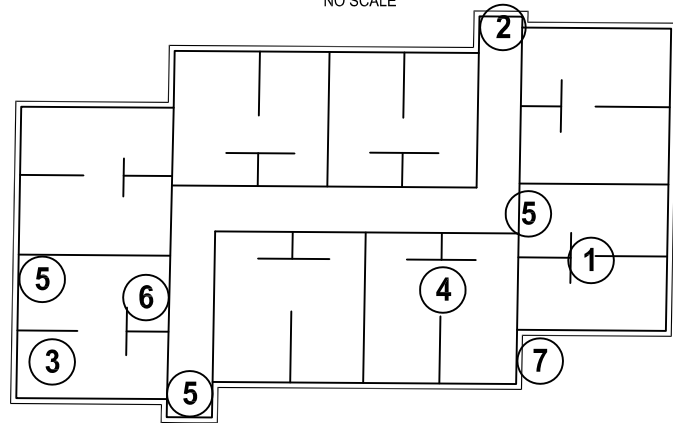
FIRST FLOOR

NO SCALE



SECOND FLOOR

NO SCALE



THIRD FLOOR

NO SCALE

SAMPLING NOTES:

EACH UNIT SUPPORTS A FIRE DOOR, (8/FLOOR, 24 TOTAL)
 ① SAMPLES: B-FD-4 THRU 6.
 BROWN WOOD EXTERIOR, INTERIOR WHITE WITH FIBERS.

①

ENTRANCE (2) WITH 12x12" HOMOGENOUS FLOOR TILE (180 SF EA.), BEIGE
 COLOR
 ② SAMPLES: B-FT-4 THRU 6

②

CEILINGS - CONCRETE WITH LATEX FINISH
 ③ SAMPLES: CEILING SURFACE B-4 THRU 6
 WHITE - BUBBLE TEXTURE, NO VISUAL FIBERS

③

INSULATION - PINK FIBERGLASS AND BROWN CELLULOSE
 ④ SAMPLES: INTERIOR INSULATION B-4 THRU 6

④

ROOF - FLAT ROOF OF BLACK ASPHALT
 ⑤ SAMPLES - ASPHALT ROOFING B-4 THRU 6 (COMPOSITE)

⑤

DRY WALL - WHITE 1/2" BOARD, SOME DATED 2001
 ⑥ SAMPLES: B-DW-4 THRU 6

⑥

EXTERIOR GRAY CONCRETE
 ⑦ SAMPLE: B EXTERIOR CONCRETE -1

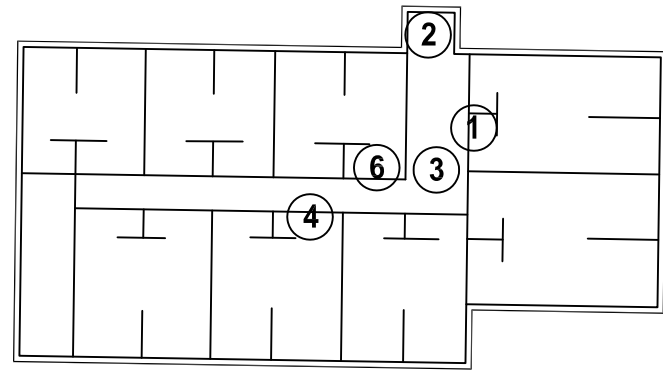
⑦

GENERAL NOTES:

ALL FLOORS HAVE IDENTICAL LAYOUTS
 THE FOLLOWING HAVE BEEN REMOVED:

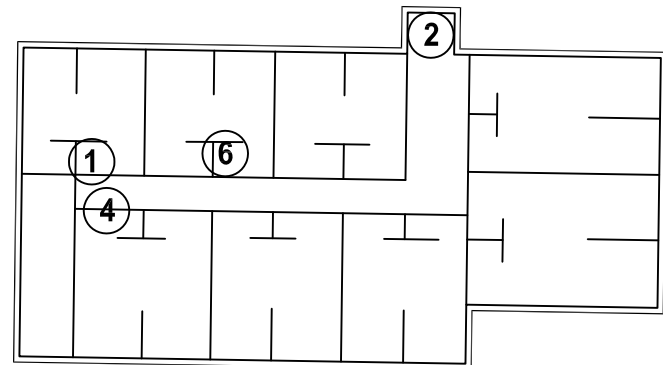
- WINDOWS AND WINDOW FRAMES (FLOOR 1)
- ELECTRICAL HEATING (FLOOR 1)
- HOT WATER TANK (FLOOR 1)
- THERMOSTATS (ALL FLOORS)
- LIGHT TUBES (ALL FLOORS)
- LIGHT BALLASTS (ALL FLOORS)
- HEATING UNITS (ALL FLOORS)
- PIPING/PIPE INSULATION, EXCLUDING SANITARY PIPING (ALL FLOORS)
- SINKS AND STOVES (ALL FLOORS)

FIGURE 4: BUILDING B SAMPLING LOCATIONS
817 NORTH STEVENSON STREET, FLINT, MICHIGAN



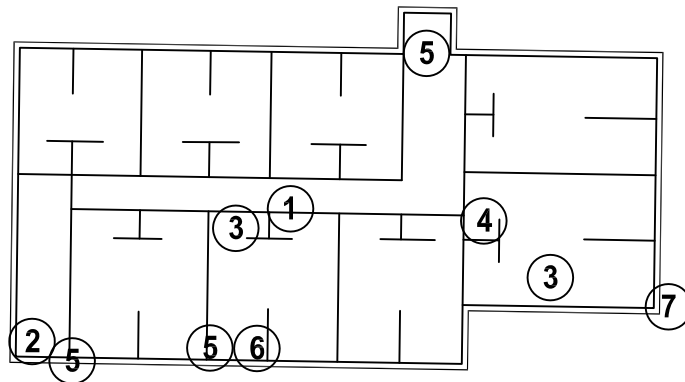
FIRST FLOOR

NO SCALE



SECOND FLOOR

NO SCALE



THIRD FLOOR

NO SCALE

SAMPLING NOTES:

① EACH UNIT SUPPORTS A FIRE DOOR, (8/FLOOR, 24 TOTAL)
 SAMPLES: C-FD-7 THRU 9.
 BROWN WOOD EXTERIOR, INTERIOR WHITE WITH FIBERS.

② ENTRANCE (2) WITH 12x12" HOMOGENOUS FLOOR TILE AND LINOLEUM
 (180 SF EA.), BEIGE COLOR
 SAMPLES: C-LINOLEUM-1 THRU 3

③ CEILINGS - CONCRETE WITH LATEX FINISH
 SAMPLES: CEILING SURFACE C-7 THRU 9
 WHITE - BUBBLE TEXTURE, NO VISUAL FIBERS

④ INSULATION - PINK FIBERGLASS AND BROWN CELLULOSE
 SAMPLES: INTERIOR INSULATION C-7 THRU 9

⑤ ROOF - FLAT ROOF OF BLACK ASPHALT
 SAMPLES - ASPHALT ROOFING C-7 THRU 9 (COMPOSITE)

⑥ DRY WALL - WHITE 1/2" BOARD, SOME DATED 1994 AND 2001
 SAMPLES: C-DW-7 THRU 9

⑦ EXTERIOR GRAY CONCRETE
 SAMPLE: C EXTERIOR CONCRETE -3

GENERAL NOTES:

ALL FLOORS HAVE IDENTICAL LAYOUTS




THE FOLLOWING HAVE BEEN REMOVED:

- WINDOWS AND WINDOW FRAMES (FLOOR 1)
- ELECTRICAL HEATING (FLOOR 1)
- HOT WATER TANK (FLOOR 1)
- THERMOSTATS (ALL FLOORS)
- LIGHT TUBES (ALL FLOORS)
- LIGHT BALLASTS (ALL FLOORS)
- HEATING UNITS (ALL FLOORS)
- PIPING/PIPE INSULATION, EXCLUDING SANITARY PIPING (ALL FLOORS)
- SINKS AND STOVES (ALL FLOORS)

FIGURE 5: BUILDING C SAMPLING LOCATIONS
817 NORTH STEVENSON STREET, FLINT, MICHIGAN

State of Michigan
Department of Licensing and Regulatory Affairs
Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Inspector



Michael T. Hebert
1380 Stillman Road
Mason, MI 48854

Accreditation Number
A40056

Expiration Date
08/02/2019

DOB: 02/21/1966

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1988, as amended, to be accredited as an Asbestos Inspector.

Accreditation card is not valid if altered. **134316**


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 1	Date: 10/1/2018		
Direction Photo Taken: West-southwest			
Description: From the parking lot along Stevenson Street, looking west-southwest at Building A. The three buildings were all constructed of homogenous building materials.			

Photo No. 2	Date: 10/1/2018	
Direction Photo Taken: Northeast		
Description: From the southern wall of Building A, looking northeast. The exterior of the three buildings were comprised of concrete block.		


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 3	Date: 10/1/2018		
Direction Photo Taken: Up			
Description: Windows were not observed in any of three buildings.			

Photo No. 4	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: From the northern wall of Building A, looking northeast. Transformers and associated wiring were not observed on any of the three building.			


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 5	Date: 10/1/2018		
Direction Photo Taken: Southwest			
Description: From the northern wall of Building A, looking southwest at the common wall. The exterior is comprised of concrete block, and windows were not present.			

Photo No. 6	Date: 10/1/2018	
Direction Photo Taken: Southeast		
Description: Entering the buildings, the entrance and staircases (~180 ft ² each) were comprised of beige 12"x 12" tiles.		


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 7	Date: 10/1/2018		
Direction Photo Taken: Down			
Description: Entering the buildings, the entrance and staircases (~180 ft ² each) were comprised of beige 12"x 12" tiles.			

Photo No. 8	Date: 10/1/2018		
Direction Photo Taken: Down			
Description: Entering the buildings, the entrance and staircases (~180 ft ² each) were comprised of beige 12"x 12" tiles.			



Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 9	Date: 10/1/2018		
Direction Photo Taken: Southwest			
Description: The hallways within the three buildings were constructed of concrete block and concrete floors with carpet.			

Photo No. 10	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: The hallways within the three buildings were constructed of concrete block and concrete floors with carpet.			


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 11	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: The hallways within the three buildings were constructed of concrete block and concrete floors with carpet.			

Photo No. 12	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: Several fire doors were detached from the walls, and/or damaged.			



Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 13	Date: 10/1/2018		
Direction Photo Taken: Southwest			
Description: Piping was not observed throughout the three buildings. Fiberglass insulation was observed beyond the concrete block walls.			

Photo No. 14	Date: 10/1/2018		
Direction Photo Taken: Up			
Description: The ceiling tiles were homogenous throughout the three buildings.			



Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 15	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: Piping was not observed throughout the three buildings. All fire doors were missing the door knobs.			

Photo No. 16	Date: 10/1/2018	
Direction Photo Taken: Up		
Description: The drywall was constructed of gypsum wallboard dated 1994 in Building A. Building B and C were dated 2001.		



Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 17	Date: 10/1/2018		
Direction Photo Taken: North			
Description: The apartment rooms were homogenously constructed of drywall and concrete flooring with carpet.			

Photo No. 18	Date: 10/1/2018		
Direction Photo Taken: Northeast			
Description: The apartment rooms were homogenously constructed of drywall and concrete flooring with carpet. AC units and windows were not present.			


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 19	Date: 10/1/2018		
Direction Photo Taken: East			
Description: The apartment rooms were homogenously constructed of drywall and concrete flooring with carpet. AC units and windows were not present.			

Photo No. 20	Date: 10/1/2018		
Direction Photo Taken: Southeast			
Description: Windows were not present throughout the three buildings. The windows were suspected to be constructed of aluminum, and the caulk was not suspected to contain asbestos.			


Client Name: Genesee County Land Bank Authority		Site Location : 817 Stevenson Street, Flint, Michigan 48504	Project No. 180307-0300
Photo No. 21	Date: 10/1/2018		
Direction Photo Taken: Up			
Description: The roofs of the three buildings were flat and homogenously constructed of asphalt.			

Photo No. 22	Date: 10/1/2018		
Direction Photo Taken: Down			
Description: The roofs of the three buildings were flat and homogenously constructed of asphalt.			

Client Name: ELT		PARAMETERS										Matrix Code			Deliverables					
Contact Person: Mike Hebert												S Soil	GW	Ground Water			Level 2			
Project Name/ Number: GCLBA 817 Stevenson ELT - 1803070300 Flint, MI		A Air	SW	Surface Water		Level 3														
Email distribution list: Mhebert@ELTINC.COM		O Oil	WW	Waste Water		Level 4														
Quote#		P Wipe	<input checked="" type="checkbox"/>	Other: Specify		EDD														
Purchase Order#		MATRIX (SEE RIGHT CORNER FOR CODE) # OF CONTAINERS PLUM										HOLD SAMPLE			Remarks: Asbestos					
Date	Time											Sample #	Client Sample Descriptor							
10-1													A-FT-1	X			1	✓		
													A-FT-2	X			1	✓		
													A-FT-3	X			1	✓		
													B-FT-4	X			1	✓		
													B-FT-5	X			1	✓		
													B-FT-6	X			1	✓		
													C-Linoliom-1	X			1	✓		
													C-Linoliom-2	X			1	✓		
10-1			C-Linoliom-3	X	1	✓														
Comments: Run All, Run All Layers																				
Sampled/Relinquished By: M. Hebert				Date/Time 10-1-18- 1700				Received By: ELT Storage												
Relinquished By: ELT Storage				Date/Time 10-2-18 2:51pm				Received By: Lisa Zuber												
Relinquished By: Lisa Zuber				Date/Time 10-2-18 2:52pm				Received By Laboratory: James Helm												
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY										LAB USE ONLY										
<input type="checkbox"/> 1 bus. day <input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days <input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____										Fibertec project number: Temperature upon receipt at Lab:										
Please see back for terms and conditions																				
James Helm 10-2-18										Dana M. Farn 10/8/18 13:30										



Analytical Laboratory
 1914 Holloway Drive 8660 S. Mackinaw Trail
 Holt, MI 48842 Cadillac, MI 49601
 Phone: 517 699 0345 Phone: 231 775 8368
 Fax: 517 699 0388 Fax: 231 775 8584
 email: lab@fibertec.us

Industrial Hygiene Services, Inc.
 1914 Holloway Drive
 Holt, MI 48842
 Phone: 517 699 0345
 Fax: 517 699 0382
 email: asbestos@fibertecihs.com

Geoprobe
 11766 E. Grand River Rd.
 Brighton, MI 48116
 Phone: 810 220 3300
 Fax: 810 220 3311

Chain of Custody #
163172
 PAGE 3 of 7

Client Name: ECT				MATRIX (SEE RIGHT CORNER FOR CODE)	# OF CONTAINERS	PCN PLM	PARAMETERS										Matrix Code				Deliverables	
Contact Person: Mike Hebert							HOLD SAMPLE	S	Soil	GW	Ground Water										Level 2	
Project Name/ Number: GCLBA 817 Stevenson Flint, MI								A	Air	SW	Surface Water										Level 3	
Email distribution list: Mhebert@ELT INC. COM								O	Oil	WW	Waste Water										Level 4	
Quote#								P	Wipe	<input checked="" type="checkbox"/>	Other: Specify										EDD	
Purchase Order#				Asbestos																		
Date	Time	Sample #	Client Sample Descriptor	Remarks:																		
10-1			A - exterior concrete - 1	X	1	X																
10-1			B - exterior concrete - 2	X	1	X																
10-1			A - exterior concrete - 3	X	1	X																
Comments: Run All Run All Layers																						
Sampled/Relinquished By: M. Hebert				Date/ Time											Received By: ECT Storage							
				10-1-18 - 1700																		
Relinquished By: ECT Storage				Date/ Time											Received By: Lisa Zuber							
				10-2-18 2:51 pm																		
Relinquished By: Lisa Zuber				Date/ Time											Received By Laboratory: Lisa Zuber							
				10-2-18 2:52 pm																		
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY														LAB USE ONLY								
<input type="checkbox"/> 1 bus. day <input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days <input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____				Fibertec project number:																		
														Temperature upon receipt at Lab:								
Please see back for terms and conditions														Dwan M. Farn								
Lisa Zuber														10-2-18				10/8/18 13:30				

1914 Holloway Drive 8660 S. Mackinaw Trail
Holt, MI 48842 Cadillac, MI 49601
Phone: 517 699 0345 Phone: 231 775 8368
Fax: 517 699 0388 Fax: 231 775 8584
email: lab@fibertec.us

Industrial Hygiene Services, Inc.
1914 Holloway Drive
Holt, MI 48842
Phone: 517 699 0345
Fax: 517 699 0382
email: asbestos@fibertecihs.com

Geoprobe
11766 E. Grand River Rd,
Brighton, MI 48116
Phone: 810 220 3300
Fax: 810 220 3311

Client Name: ECT				PARAMETERS																Matrix Code				Deliverables	
Contact Person: Mike Hebert				MATRIX (SEE RIGHT CORNER FOR CODE)	# OF CONTAINERS	PLM	HOLD SAMPLE	S	Soil	GW	Ground Water	Level 2													
Project Name/ Number: GCL BA 817 Stevenson St. Flint, MI								A	Air	SW	Surface Water	Level 3													
Email distribution list: Mhebert@ECTinc.com								O	Oil	ww	Waste Water	Level 4													
Quote#								P	Wipe	<input checked="" type="checkbox"/>	Other: Specify	EDD													
Purchase Order#				Remarks: Asbestos																					
Date	Time	Sample #	Client Sample Descriptor																						
10-1			A - FD-1 ✓	X	1	✓																			
			A - FD-2 ✓	X	1	✓																			
			A - FD-3 ✓	X	1	✓																			
			B - FD-4 ✓	X	1	✓																			
			B - FD-5 ✓	X	1	✓																			
			B - FD-6 ✓	X	1	✓																			
			C - FD-7 ✓	X	1	✓																			
			C - FD-8 ✓	X	1	✓																			
10-1			C - FD-9 ✓	X	1	✓																			
Comments: "Ron All", Ron All layers "Until Positive - then Stop"																									
Sampled/Relinquished By: Michael T Hebert				Date/Time: 10-1-18 1700				Received By: ECT Storage E																	
Relinquished By: ECT Storage				Date/Time: 10-2-18 2:51pm				Received By: Lisa Zuber																	
Relinquished By: Lisa Zuber				Date/Time: 10-2-18 2:52pm				Received By Laboratory: Janeb Allen																	
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY												LAB USE ONLY													
_____ 1 bus. day _____ 2 bus. days _____ 3 bus. days _____ 4 bus. days												Fibertec project number:													
<input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____												Temperature upon receipt at Lab:													
Please see back for terms and conditions																									
Janeb Allen 10-2-18 G. Santora 10/3 Received by Erik Eby 10/4/18 12:55																									

Client Name: ELT			MATRIX (SEE RIGHT CORNER FOR CODE) # OF CONTAINERS PLM										PARAMETERS										Matrix Code				Deliverables					
Contact Person: Mike Hebert													HOLD SAMPLE	S	Soil	A	Air	O	Oil	P	Wipe	GW	Ground Water	SW	Surface Water	WW	Waste Water	<input checked="" type="radio"/> Other: Specify	Level 2	Level 3	Level 4	EDD
Project Name/ Number: GCLBA 817 Stevenson Flint, MI																																
Email distribution list: Mhebert@ECTinc.com																																
Quote#																																
Purchase Order#			REMARKS: Asbestos																													
Date	Time	Sample #											Client Sample Descriptor																			
10-1													A-DW-1																			
													A-DW-2																			
													A-DW-3																			
													B-DW-4																			
													B-DW-5																			
													B-DW-6																			
													C-DW-7																			
													C-DW-8																			
10-1			C-DW-9																													
Comments: Ron All, Ron All layers																																
Sampled/Relinquished By: Michael T Hebert			Date/Time: 10-1-18 1700					Received By: ECT Storage																								
Relinquished By: ECT Storage			Date/Time: 10-2-18 2:51pm					Received By: Lisa J Zuber																								
Relinquished By: Lisa J. Zuber			Date/Time: 10-2-18 2:52pm					Received By Laboratory: [Signature]																								
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY																																
<input type="checkbox"/> 1 bus. day <input checked="" type="checkbox"/> 5-7 bus. days (standard)												<input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days Other (specify time/date requirement): _____											LAB USE ONLY									
Fibertec project number:												Temperature upon receipt at Lab:																				
Please see back for terms and conditions																																

[Signature] 10-2-18
[Signature] 10/12/18 12:00

Client Name: ECT		PARAMETERS										Matrix Code			Deliverables											
Contact Person: Michael T Hebert												S	Soil	GW			Ground Water	HOLD SAMPLE		<input type="checkbox"/> Other: Specify Asbestos		Level 2				
Project Name/ Number: LOCKBA 817 Stevenson St. Flint, MI		A	Air	SW	Surface Water	Level 3																				
Email distribution list: mhebert@ECTINC.com		O	Oil	ww	Waste Water	Level 4																				
Quote#		P	Wipe	<input checked="" type="checkbox"/>	Other: Specify	EDD																				
Purchase Order#		MATRIX (SEE RIGHT CORNER FOR CODE) # OF CONTAINERS PLUM										Remarks:														
Date	Time																Sample #	Client Sample Descriptor		X	1	✓				
10-1																		Asphalt Roofing A-1		X	1	✓			Group A	
10-1																		Asphalt Roofing A-2		X	1	✓			Group A	
10-1																		Asphalt Roofing A-3		X	1	✓			Group A	
10-1																		Asphalt Roofing B-4		X	1	✓			Group B	
10-1																		Asphalt Roofing B-5		X	1	✓			Group B	
10-1																		Asphalt Roofing B-6		X	1	✓			Group B	
10-1																		Asphalt Roofing B-7		X	1	✓			Group C	
10-1																		Asphalt Roofing C-8		X	1	✓			Group C	
10-1			Asphalt Roofing C-9		X	1	✓			Group C																
Comments: Run All Layers till Positive Pergroup (A, B, or C), Run All Layers, If positive pergroup Stop!																										
Sampled/Relinquished By: Michael T Hebert				Date/Time: 10-1-18 1700				Received By: ECT Storage																		
Relinquished By: ECT Storage				Date/Time: 10-2-18 2:51pm				Received By: Lisa Zuber																		
Relinquished By: Lisa Zuber				Date/Time: 10-2-18 2:52pm				Received By: Paul H...																		
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY										LAB USE ONLY																
<input checked="" type="checkbox"/> 1 bus. day <input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days <input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____										Fibertec project number:																
										Temperature upon receipt at Lab:																
Please see back for terms and conditions																										
Paul H... 10-2-18										Dura M. Farmer 10/15/18 15:45																

Client Name: ELT			PARAMETERS										Matrix Code			Deliverables																			
Contact Person: Michael T Hebert			MATRIX (SEE RIGHT CORNER FOR CODE)	# OF CONTAINERS	PLUM	HOLD SAMPLE	S	Soil	GW	Ground Water																									
Project Name/ Number: GCLBA 817 Stevenson St. Flint, MI							A	Air	SW	Surface Water																									
Email distribution list: Mhebert@ELTINC.com							O	Oil	ww	Waste Water																									
Quote#							P	Wipe	<input checked="" type="checkbox"/>	Other: Specify																									
Purchase Order#							Remarks:																												
Date	Time	Sample #																			Client Sample Descriptor														
10-1																					A - Interior Insulation A-1	X	1	✓											
																					A - Interior Insulation A-2	X	1	✓											
																					A - Interior Insulation A-3	X	1	✓											
																					B - Interior Insulation B-4	X	1	✓											
			B - Interior Insulation B-5	X	1	✓																													
			B - Interior Insulation B-6	X	1	✓																													
			C - Interior Insulation C-7	X	1	✓																													
			C - Interior Insulation C-8	X	1	✓																													
10-1			C - Interior Insulation C-9	X	1	✓																													
Comments: Ron All, Ron All Layers																																			
Sampled/Relinquished By: Michael T Hebert				Date/Time: 10-1-18 1500				Received By: ECT Storage																											
Relinquished By: ECT Storage				Date/Time: 10-2-18 2:51pm				Received By: Dr. J. Zuber																											
Relinquished By: Lisa Zuber				Date/Time: 10-2-18 2:52pm				Received By Laboratory: Faulstich																											
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY												LAB USE ONLY																							
<input type="checkbox"/> 1 bus. day <input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days <input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____												Fibertec project number: Temperature upon receipt at Lab:																							
Please see back for terms and conditions																																			
Faulstich 10-2-18 Dr. M. Zuber 10/1/18 14:00																																			

Client Name: ELT				PARAMETERS										Matrix Code			Deliverables														
Contact Person: Mike Hebert														S Soil			GW Ground Water			Level 2											
Project Name/ Number: ELT 180.307 0300 / GCLBA 817 Stevenson Flint, MI				A Air			SW Surface Water			Level 3																					
Email distribution list: mhebert@ELTING.COM				O Oil			WW Waste Water			Level 4																					
Quote#				P Wipe			<input checked="" type="checkbox"/> Other: Specify			EDD																					
Purchase Order#				# OF CONTAINERS PLM										Asbestos																	
Date Time Sample # Client Sample Descriptor														MATRIX (SEE RIGHT CORNER FOR CODE)										Remarks:							
10-1 Ceiling Surface A-1																								X			1			✓	
" " A-2																								X			1			✓	
" " A-3																								X			1			✓	
" " B-4																								X			1			✓	
" " B-5																								X			1			✓	
" " B-6																								X			1			✓	
" " C-7																								X			1			✓	
" " C-8																								X			1			✓	
10-1 Ceiling Surface C-9				X			1			✓																					
Comments: Ron All Ron All Layers																															
Sampled/Relinquished By: Michael T. Hebert				Date/ Time: 10-1-18 - 1700				Received By: ELT Storage																							
Relinquished By: ELT Storage				Date/ Time: 10-2-18 2:51 pm				Received By: John Zuber																							
Relinquished By: John Zuber				Date/ Time: 10-2-18 2:52 pm				Received By: John Zuber																							
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY										LAB USE ONLY																					
<input type="checkbox"/> 1 bus. day <input type="checkbox"/> 2 bus. days <input type="checkbox"/> 3 bus. days <input type="checkbox"/> 4 bus. days <input checked="" type="checkbox"/> 5-7 bus. days (standard) Other (specify time/date requirement): _____										Fibertec project number:																					
										Temperature upon receipt at Lab:																					

Please see back for terms and conditions

John Zuber 10-2-18 *U. Sauters* 10/3 *Debra M. Farmer* 10/3/18 15:00

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson, Flint, Michigan, 180307 00300
Summary: 9 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018
Date Submitted: 10/3/2018
Date Analyzed: 10/12/18, 10/15/18

Client P.O. #: N/A
C.O.C. #: 171425

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
A-DW-1	A-DW-1	Gray fibrous and tabular material, A-DW-1. Layer 1 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	DF
A-DW-1	A-DW-1	Brown fibrous and tabular material, A-DW-1. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
A-DW-2	A-DW-2	Gray and tan fibrous and tabular material, A-DW-2. Layer 1 of 2.	NAD	Non-fibrous material 93% Cellulose fibers 5% Fibrous glass 2%	DF
A-DW-2	A-DW-2	Brown fibrous and tabular material, A-DW-2. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 19% Fibrous glass 1%	DF
A-DW-3	A-DW-3	Gray fibrous and tabular material, A-DW-3. Layer 1 of 2.	NAD	Non-fibrous material 96% Cellulose fibers 3% Fibrous glass 1%	DF
A-DW-3	A-DW-3	Brown fibrous and tabular material, A-DW-3. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
B-DW-4	B-DW-4	Gray fibrous and tabular material, B-DW-4. Layer 1 of 2.	NAD	Non-fibrous material 95% Cellulose fibers 5%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Techology, Inc.
 Project Name: GCLBA, 817 Stevenson, Flint, Michigan, 180307 00300
 Summary: 9 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018
 Date Submitted: 10/3/2018
 Date Analyzed: 10/12/18, 10/15/18

Client P.O. #: N/A
 C.O.C. #: 171425

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
B-DW-4	B-DW-4	Brown fibrous and tabular material, B-DW-4. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 19% Fibrous glass 1%	DF
B-DW-5	B-DW-5	Cream tabular material, B-DW-5. Layer 1 of 3.	NAD	Non-fibrous material 99% Cellulose fibers 1%	DF
B-DW-5	B-DW-5	Gray fibrous and tabular material, B-DW-5. Layer 2 of 3.	NAD	Non-fibrous material 94% Cellulose fibers 5% Fibrous glass 1%	DF
B-DW-5	B-DW-5	Brown fibrous and tabular material, B-DW-5. Layer 3 of 3.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
B-DW-6	B-DW-6	Gray fibrous and tabular material, B-DW-6. Layer 1 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	DF
B-DW-6	B-DW-6	Brown fibrous and tabular material, B-DW-6. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
C-DW-7	C-DW-7	Gray fibrous and tabular material, C-DW-7. Layer 1 of 4.	NAD	Non-fibrous material 98% Cellulose fibers 2%	DF

BULK SAMPLE ANALYTICAL REPORT



Fibertec IHS Project # 42223-1
 NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
 Project Name: GCLBA, 817 Stevenson, Flint, Michigan, 180307 00300
 Summary: 9 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018
 Date Submitted: 10/3/2018
 Date Analyzed: 10/12/18, 10/15/18

Client P.O. #: N/A
 C.O.C. #: 171425

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
C-DW-7	C-DW-7	Brown fibrous and tabular material, C-DW-7. Layer 2 of 4.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
C-DW-7	C-DW-7	White tabular material, C-DW-7. Layer 3 of 4.	NAD	Non-fibrous material 99% Cellulose fibers 1%	DF
C-DW-7	C-DW-7	Brown tabular and brittle material, C-DW-7. Layer 4 of 4.	Chrysotile 1%	Non-fibrous material 98% Cellulose fibers 1%	DF
C-DW-8	C-DW-8	Gray fibrous and tabular material, C-DW-8.	NAD	Non-fibrous material 95% Cellulose fibers 5%	DF
C-DW-9	C-DW-9	Gray fibrous and tabular material, C-DW-9. Layer 1 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	DF
C-DW-9	C-DW-9	Brown fibrous and tabular material, C-DW-9. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Approved Signatory: Phillip L. Kato

Date: 10/17/18

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name:	Environmental Consulting and Technology, Inc.		
Project Name:	GCLBA, 817 Stevenson Street, Flint, Michigan, 180307		
Summary:	8 Submitted Bulk Samples, 9 Sample Layers Analyzed.		
Date Sampled:	10/1/2018	Client P.O. #:	N/A
Date Submitted:	10/3/2018	C.O.C. #:	171426
Date Analyzed:	10/15/2018		

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
A-1	A-1	Black fibrous, tabular and asphaltic material, asphalt roofing A-1. Layer 1 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	DF
A-2	A-2	Black fibrous, tabular and asphaltic material, asphalt roofing A-2.	Chrysotile 10%	Non-fibrous material 87% Cellulose fibers 3%	DF
A-1	A-1	Black fibrous, tabular and asphaltic material, asphalt roofing A-1. Layer 2 of 2.	Chrysotile 10%	Non-fibrous material 87% Cellulose fibers 3%	DF
B-4	B-4	Black fibrous, tabular and asphaltic material, asphalt roofing B-4.	NAD	Cellulose fibers 60% Non-fibrous material 40%	DF
B-5	B-5	Black fibrous, tabular and asphaltic material, asphalt roofing B-5.	NAD	Cellulose fibers 60% Non-fibrous material 40%	DF
B-6	B-6	Black fibrous, tabular and asphaltic material, asphalt roofing B-6.	NAD	Cellulose fibers 60% Non-fibrous material 40%	DF
C-7	C-7	Black fibrous, tabular and asphaltic material, asphalt roofing C-7.	NAD	Cellulose fibers 60% Non-fibrous material 40%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
 NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
 Project Name: GCLBA, 817 Stevenson Street, Flint, Michigan, 180307
 Summary: 8 Submitted Bulk Samples, 9 Sample Layers Analyzed.

Date Sampled: 10/1/2018
 Date Submitted: 10/3/2018
 Date Analyzed: 10/15/2018

Client P.O. #: N/A
 C.O.C. #: 171426

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
C-8	C-8	Black fibrous, tabular and asphaltic material, asphalt roofing C-8.	NAD	Cellulose fibers 60% Non-fibrous material 39% Fibrous glass <1%	DF
C-9	C-9	Black fibrous, tabular and asphaltic material, asphalt roofing C-9.	NAD	Cellulose fibers 60% Non-fibrous material 40%	DF

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

NOTE: Sample A-1 was reanalyzed and determined to have two sample layers. The second layer was determined to be asbestos-containing after determining that Sample A-2 was also asbestos-containing.

Approved Signatory: Phillip G. Leto

Date: 10/17/18

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson, Flint, Michigan, ECT-1803070300
Summary: 12 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018 Client P.O. #: N/A
Date Submitted: 10/2/2018 C.O.C. #: 163172, 171987
Date Analyzed: 10/8/2018

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
A-FT-1	A-FT-1	White tabular and rubbery material, A-FT-1 caulk. Layer 1 of 3.	NAD	Non-fibrous material 99% Wollastonite 1%	DF
A-FT-1	A-FT-1	Off-white and cream tabular material, A-FT-1 tile. Layer 2 of 3.	NAD	Non-fibrous material 100%	DF
A-FT-1	A-FT-1	Brown and black tabular and asphaltic material, A-FT-1 mastic. Layer 3 of 3. (Non-homogeneous)	Chrysotile 10%	Non-fibrous material 89% Cellulose fibers 1%	DF
A-FT-2	A-FT-2	White tabular and rubbery material, A-FT-2 caulk. Layer 1 of 3.	NAD	Non-fibrous material 99% Wollastonite 1%	DF
A-FT-2	A-FT-2	Off-white and cream tabular material, A-FT-2 tile. Layer 2 of 3.	NAD	Non-fibrous material 100%	DF
A-FT-2	A-FT-2	Brown and black tabular and asphaltic material, A-FT-2 mastic. Layer 3 of 3. (Non-homogeneous)	Chrysotile 7%	Non-fibrous material 92% Cellulose fibers 1%	DF
A-FT-3	A-FT-3	Off-white and cream tabular material, A-FT-3 tile. Layer 1 of 2.	NAD	Non-fibrous material 98% Cellulose fibers 2%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson, Flint, Michigan, ECT-1803070300
Summary: 12 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018 Client P.O. #: N/A
Date Submitted: 10/2/2018 C.O.C. #: 163172, 171987
Date Analyzed: 10/8/2018

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
A-FT-3	A-FT-3	Brown and black tabular and asphaltic material, A-FT-3 mastic. Layer 2 of 2. (Non-homogeneous)	Chrysotile 10%	Non-fibrous material 88% Cellulose fibers 2%	DF
B-FT-4	B-FT-4	Gray tabular material, B-FT-4 tile. Layer 1 of 2.	Chrysotile 2%	Non-fibrous material 97% Cellulose fibers 1%	DF
B-FT-4	B-FT-4	Black asphaltic material, B-FT-4 mastic. Layer 2 of 2.	Chrysotile 15%	Non-fibrous material 85%	DF
B-FT-5	B-FT-5	Gray tabular material, B-FT-5 tile. Layer 1 of 2.	Chrysotile 2%	Non-fibrous material 97% Cellulose fibers <1%	DF
B-FT-5	B-FT-5	Black asphaltic material, B-FT-5 mastic. Layer 2 of 2.	Chrysotile 15%	Non-fibrous material 85%	DF
B-FT-6	B-FT-6	Gray tabular and asphaltic material, B-FT-6 tile. Layer 1 of 2.	Chrysotile 1%	Non-fibrous material 98% Cellulose fibers 1%	DF
B-FT-6	B-FT-6	Black asphaltic material, B-FT-6. Layer 2 of 2.	Chrysotile 5%	Non-fibrous material 95%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson, Flint, Michigan, ECT-1803070300
Summary: 12 Submitted Bulk Samples, 20 Sample Layers Analyzed.

Date Sampled: 10/1/2018 Client P.O. #: N/A
Date Submitted: 10/2/2018 C.O.C. #: 163172, 171987
Date Analyzed: 10/8/2018

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
C-Linoleum 1	C-Linoleum 1	Gray, off-white and black fibrous, tabular and asphaltic material, C-Linoleum-1. (Non-homogeneous)	Chrysotile 2%	Non-fibrous material 78% Cellulose fibers 10% Fibrous glass 10%	DF
C-Linoleum 2	C-Linoleum 2	Gray, off-white and brown fibrous, tabular and brittle material, C-Linoleum-2. (Non-homogeneous)	NAD	Non-fibrous material 73% Cellulose fibers 20% Fibrous glass 5% Wollastonite 2%	DF
C-Linoleum 3	C-Linoleum 3	Gray and off-white fibrous and tabular material, C-Linoleum-3. (Non-homogeneous)	NAD	Non-fibrous material 92% Fibrous glass 5% Cellulose fibers 3%	DF
Concrete A-1	Concrete A-1	Gray granular and cementitious material, A-exterior concrete-1. (Non-homogeneous)	NAD	Non-fibrous material 100%	DF
Concrete B-2	Concrete B-2	Gray granular and cementitious material, B-exterior concrete-2. (Non-homogeneous)	NAD	Non-fibrous material 100%	DF
Concrete C-3	Concrete C-3	Gray granular and cementitious material, C-exterior concrete-3. (Non-homogeneous)	NAD	Non-fibrous material 100%	DF

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Approved Signatory: Phillip G. Retz
Date: 10/16/15

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name:	Environmental Consulting and Technology, Inc.		
Project Name:	GCLBA, 817 Stevenson, Flint, Michigan, ECT 180307 0300		
Summary:	9 Submitted Bulk Samples, 21 Sample Layers Analyzed.		
Date Sampled:	10/1/2018	Client P.O. #:	N/A
Date Submitted:	10/2/2018	C.O.C. #:	163173
Date Analyzed:	10/3/18-10/5/18		

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
A-1	A-1	White fibrous and granular material, ceiling surface A-1 ceiling texture. Layer 1 of 3.	Chrysotile 5%	Non-fibrous material 94% Cellulose fibers 1%	DF
A-1	A-1	Brown and white fibrous and tabular material, ceiling surface A-1 drywall paper. Layer 2 of 3.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
A-1	A-1	Gray fibrous and granular material, ceiling surface A-1 plaster. Layer 3 of 3.	NAD	Non-fibrous material 90% Cellulose fibers 10%	DF
A-2	A-2	White fibrous and granular material, ceiling surface A-2.	Chrysotile 3%	Non-fibrous material 92% Cellulose fibers 5%	DF
A-3	A-3	White fibrous and granular material, ceiling surface A-3.	Chrysotile 3%	Non-fibrous material 97%	DF
B-4	B-4	Gray fibrous and powdery material, ceiling surface B-4. Layer 1 of 2.	Chrysotile 5%	Non-fibrous material 93% Cellulose fibers 1% Fibrous glass 1%	DF
B-4	B-4	Brown fibrous and tabular material, ceiling surface B-4. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson, Flint, Michigan, ECT 180307 0300
Summary: 9 Submitted Bulk Samples, 21 Sample Layers Analyzed.

Date Sampled: 10/1/2018
Date Submitted: 10/2/2018
Date Analyzed: 10/3/18-10/5/18

Client P.O. #: N/A
C.O.C. #: 163173

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
B-5	B-5	Gray fibrous and powdery material, ceiling surface B-5. Layer 1 of 2.	Chrysotile 5%	Non-fibrous material 93% Cellulose fibers 1% Fibrous glass 1%	DF
B-5	B-5	Brown fibrous and tabular material, ceiling surface B-5. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
B-6	B-6	Gray fibrous and powdery material, ceiling surface B-6. Layer 1 of 2.	NAD	Non-fibrous material 94% Cellulose fibers 5% Mineral wool 1%	DF
B-6	B-6	Brown fibrous and tabular material, ceiling surface B-6. Layer 2 of 2.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
C-7	C-7	White fibrous and granular material, ceiling surface C-7. Layer 1 of 3.	Chrysotile 5%	Non-fibrous material 94% Cellulose fibers 1%	DF
C-7	C-7	Gray fibrous and powdery material, ceiling surface C-7. Layer 2 of 3.	NAD	Non-fibrous material 96% Cellulose fibers 3% Fibrous glass 1%	DF
C-7	C-7	Brown fibrous and tabular material, ceiling surface C-7. Layer 3 of 3.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
 Project Name: GCLBA, 817 Stevenson, Flint, Michigan, ECT 180307 0300
 Summary: 9 Submitted Bulk Samples, 21 Sample Layers Analyzed.

Date Sampled: 10/1/2018 Client P.O. #: N/A
 Date Submitted: 10/2/2018 C.O.C. #: 163173
 Date Analyzed: 10/3/18-10/5/18

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
C-8	C-8	White fibrous and granular material, ceiling surface C-8. Layer 1 of 4.	NAD	Non-fibrous material 98% Mineral wool 1% Cellulose fibers 1%	DF
C-8	C-8	Tan and black tabular material, ceiling surface C-8. Layer 2 of 4. (Non-homogeneous)	NAD	Non-fibrous material 94% Wollastonite 3% Cellulose fibers 3%	DF
C-8	C-8	Brown fibrous and tabular material, ceiling surface C-8. Layer 3 of 4.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
C-8	C-8	Brown fibrous material, ceiling surface C-8. Layer 4 of 4.	NAD	Cellulose fibers 75% Non-fibrous material 23% Synthetic fibers 1% Fibrous glass 1%	DF
C-9	C-9	White tabular material, ceiling surface C-9. Layer 1 of 3.	Chrysotile 8%	Non-fibrous material 87% Cellulose fibers 5%	DF
C-9	C-9	Brown fibrous and tabular material, ceiling surface C-9. Layer 2 of 3.	NAD	Cellulose fibers 80% Non-fibrous material 20%	DF
C-9	C-9	Gray fibrous and tabular material, ceiling surface C-9. Layer 3 of 3.	NAD	Non-fibrous material 96% Fibrous glass 3% Cellulose fibers 1%	DF

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Approved Signatory: Phillip A. Ketch
Date: 10/16/15

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Enviromental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson Street, Flint, Michigan, 180307.0300
Summary: 9 Submitted Bulk Samples, 9 Sample Layers Analyzed.

Date Sampled: 10/1/2018
Date Submitted: 10/2/2018
Date Analyzed: 10/4/2018

Client P.O. #: N/A
C.O.C. #: 171424

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
C-FD-8	C-FD-8	White tabular and fibrous material, C-FD-8.	NAD	Non-fibrous material 60% Cellulose fibers 30% Mineral wool 10%	EE
C-FD-9	C-FD-9	White tabular and fibrous material, C-FD-9.	Amosite 7% Chrysotile 4%	Non-fibrous material 89%	EE

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Approved Signatory: Phillip G. Kato
Date: 10/15/18

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
Project Name: GCLBA, 817 Stevenson Street, Flint, Michigan, ECT 180307 0300
Summary: 9 Submitted Bulk Samples, 11 Sample Layers Analyzed.

Date Sampled: 10/1/2018
Date Submitted: 10/2/2018
Date Analyzed: 10/11/18-10/12/18

Client P.O. #: N/A
C.O.C. #: 171428

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
A-1	A-1	Brown fibrous material, A-interior insulation A-1.	NAD	Cellulose fibers 90% Non-fibrous material 10%	DF
A-2	A-2	Brown and gray fibrous material, A-interior insulation A-2.	NAD	Cellulose fibers 90% Non-fibrous material 10%	DF
A-3	A-3	Brown fibrous material, A-interior insulation A-3.	NAD	Cellulose fibers 90% Non-fibrous material 10%	DF
B-4	B-4	Brown and yellow tabular and spongy material, B-interior insulation B-4. Layer 1 of 2. (Non-homogeneous)	NAD	Non-fibrous material 88% Cellulose fibers 10% Fibrous glass 2%	DF
B-4	B-4	Gray tabular and cementitious material, B-interior insulation B-4. Layer 2 of 2.	NAD	Non-fibrous material 99% Cellulose fibers 1%	DF
B-5	B-5	Brown fibrous material, B-interior insulation B-5. Layer 1 of 2.	NAD	Cellulose fibers 90% Non-fibrous material 10%	DF
B-5	B-5	Gray tabular and cementitious material, B-interior insulation B-5. Layer 2 of 2.	NAD	Non-fibrous material 99% Cellulose fibers 1%	DF



BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 42223-1
 NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
 Project Name: GCLBA, 817 Stevenson Street, Flint, Michigan, ECT 180307 0300
 Summary: 9 Submitted Bulk Samples, 11 Sample Layers Analyzed.

Date Sampled: 10/1/2018
 Date Submitted: 10/2/2018
 Date Analyzed: 10/11/18-10/12/18

Client P.O. #: N/A
 C.O.C. #: 171428

Fibertec Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
B-6	B-6	Brown fibrous material, B-interior insulation B-6.	NAD	Cellulose fibers 90% Non-fibrous material 10%	DF
C-7	C-7	Brown and yellow fibrous material, C-interior insulation C-7.	NAD	Mineral wool 84% Non-fibrous material 15% Cellulose fibers 1%	DF
C-8	C-8	Brown and yellow fibrous material, C-interior insulation C-8.	NAD	Mineral wool 89% Non-fibrous material 10% Cellulose fibers 1%	DF
C-9	C-9	Brown and yellow fibrous material, C-interior insulation C-9.	NAD	Mineral wool 89% Non-fibrous material 10% Cellulose fibers 1%	DF

Comments

Bulk samples are analyzed using the USEPA Test Method EPA/600/R-93/116. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. Fine fibers like those in floor tile may not be discernible by this method. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted. Test items were received in acceptable condition. Revision 4.0 dated 12/8/2010.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Approved Signatory: Phillip C. Lutz

Date: 10/12/16



BULK SAMPLE ANALYTICAL REPORT POINT COUNT

Fibertec IHS Project # 42223-1
 NVLAP Accreditation #101510-0

Client Name: Environmental Consulting and Technology, Inc.
 Project Name: GCLBA, 817 Stevenson, Flint, Michigan, 180307 0300
 Summary: 2 Submitted Bulk Samples, 2 Sample Layers Analyzed.

Date Sampled: 10/1/2018 Client P.O. #: N/A
 Date Submitted: 10/2/2018 C.O.C. #: 163173, 171425
 Date Analyzed: 10/18/2018

Fibertec Sample No.	Client I.D. No.	Description / Location	Total Asbestos	Non-Asbestos Containing Portion	Analyst
CS C-9	CS C-9	White tabular material, C-interior insulation C-9.	Chrysotile 5.25%	Non-fibrous materials 92.75% Cellulose fibers 2%	EE
C-DW-7	C-DW-7	Brown tabular and brittle material, C-DW-7, drywall with "adhesive" layer. Layer 4 of 4.	Chrysotile 2.25%	Non-fibrous materials 96.75% Cellulose fibers 1%	EE

Comments

Bulk samples are analyzed utilizing the USEPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and the Point Count Method developed by Robert Perkins at RTI. Sample preparation was conducted in accordance with the Gravimetry process as outlined in EPA 600/R-93/116, Section 2.3. The constituent percent reported represents an area percent of the component, as determined by counting 400 occupied points. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced, except in full, without written approval of the laboratory.

If no asbestos was/were detected in the sample/samples the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Fine fibers like those in floor tile may not be discernible by this method.

Test items were received in an acceptable condition.

Revision 3.0 dated 3/16/17

Approved Signatory: Phillip G. Ritz

Date: 10/18/18

ASBESTOS SURVEY – SAMPLING AND ANALYSIS PLAN

Former Apartment Building
817 North Stevenson Street
Flint, Michigan

for the
Genesee County Land Bank Authority
452 South Saginaw Street, 2nd Floor
Flint, Michigan 48502

September 11, 2018

ECT No. 180307-0300

Signature(s) of Environmental Professional(s)

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

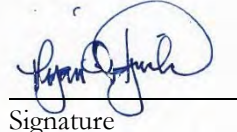
The environmental assessment described herein was conducted by the undersigned employees of ECT. ECT's investigation consisted solely of the activities described in the Introduction of this report, and in accordance with the Terms and Conditions of the Standard Consulting Services Agreement signed prior to initiation of the assessment, as applicable.

We declare that, to the best of our professional knowledge and belief, we meet the definition of environmental professionals as defined in §312.10 of 40 C.F.R. 312. We, have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.

This document has been authored and reviewed by the following employees:

Ryan Higuchi

Author



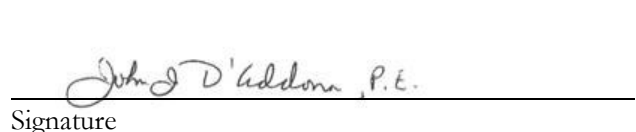
Signature

9/11/2018

Date

John D'Addona, P.E.

Peer Review



Signature

9/11/2018

Date

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List of Acronyms

ACM	Asbestos Containing Materials
AHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
ECT	Environmental Consulting & Technology, Inc.
EPA	Environmental Protection Agency
FES	Fibertec Environmental Service
GCLBA	Genesee County Land Bank Authority
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations
LARA	Michigan Department of Labor and Regulatory Affairs
NELAP	Nation Environmental Laboratory Accreditation Program
NESHAP	National Emission Standards for Hazardous Air Pollutants
NREPA	Natural Resources and Environmental Protection Act
OSHA	Occupational Health and Safety Administration
PLM	Polarized Light Microscopy
QA/QC	Quality Assurance/Quality Control
QAPP	Quality Assurance Project Plan
SAP	Sampling and Analysis Plan
TEM	Transmissive Electron Microscopy
USEPA	United States Environmental Protection Agency

1.0 Introduction

Environmental Consulting and Technology, Inc. (ECT) has prepared this Asbestos Containing Materials (ACM) Survey Sampling and Analysis Plan (SAP) for the inspection and assessment of three (3) separate, three-story apartment buildings consisting of 15,693, 28,365, and 12,246 square feet of floor space in the City of Flint, Michigan. The purpose of this SAP is to document and report the proposed sampling activities and rationale, data quality objectives, data generation methodologies and quality assurance measures associated with the proposed ACM Survey. Based on the age of the buildings, the presence of ACM is likely. As such, this SAP and ACM Survey will be conducted using funding from the hazardous assessment grant.

2.0 Proposed ACM Survey

The scope of the ACM Survey is to identify, assess, and quantify all observed friable ACMs, Class I and II non-friable ACMs, and any hazardous materials or universal wastes that are observed. Samples will be collected from construction materials suspected of having a hazardous material composition and analyzed for waste characterization in support of evaluating disposal options. The following is an estimate as to the quantity of samples that will be collected for each building based on square footage. Please note that the actual number of samples may vary based on the field conditions encountered.

- Building 1 (15,693 SF) 42 ACM
- Building 2 (28,365 SF) 72 ACM
- Building 3 (12,246 SF) 42 ACM

During the sampling activities, the presumed bulk asbestos samples will be collected in general accordance with Asbestos Hazard Emergency Response Act (AHERA) guidelines that require that the suspect materials be identified, located and documented, and that friable suspect materials be assessed and classified for friability and damage. During the inspection, homogeneous areas will be delineated and sampled, as appropriate. Functional spaces will also be identified for purposes of assessing all suspect materials and thermal system insulation, as appropriate. A physical assessment of friable and non-friable suspect materials will be also be performed. In general accordance with AHERA, non-friable suspect materials do not require a physical assessment. However, a general description of the condition of the non-friable suspect materials is performed. The physical assessment includes assessing (a) the condition of the friable suspect material and (b) the potential for disturbance. Since destructive testing may be required, the National Emission Standards for Hazardous Air Pollutants (NESHAP) for pre-renovation activities apply. Following the assessment, all assessed ACM will be placed in one of seven categories of condition and potential for disturbance that include:

- Damaged or significantly damaged thermal system insulation ACM
- Damaged friable surfacing ACM
- Significantly damaged friable surfacing ACM
- Damaged or significantly damaged friable miscellaneous ACM
- ACM with potential for damage
- ACM with potential for significant damage
- Any remaining friable ACM or friable suspect ACM

All samples collected will be submitted with chain-of-custody documentation to Fibertec Environmental Services (FES), an analytical laboratory that is an accredited National Environmental Laboratory Accreditation Program (NVLAP) laboratory. Although Polarized Light Microscopy (PLM) is currently the accepted and approved method for analysis, the method is limited in its ability to provide a quantitative result when asbestos represents a small fraction of the material. Current USEPA guidelines specify that when initial laboratory analysis of friable materials detect the presence of asbestos in a quantity between less than one percent (or trace) and less than three percent, a verification analysis using the point counting analytical method may be considered. If the option is not exercised, the material in question will be considered as ACM.

During the analysis by PLM or Transmission Electron Microscopy (TEM), first positive stop analysis methodologies are used. First positive stop involves analyzing samples by homogeneous area groupings.

Laboratory analyses would proceed sample by sample, within each homogeneous area grouping, until a sample is determined to be asbestos containing.

General Affirmations

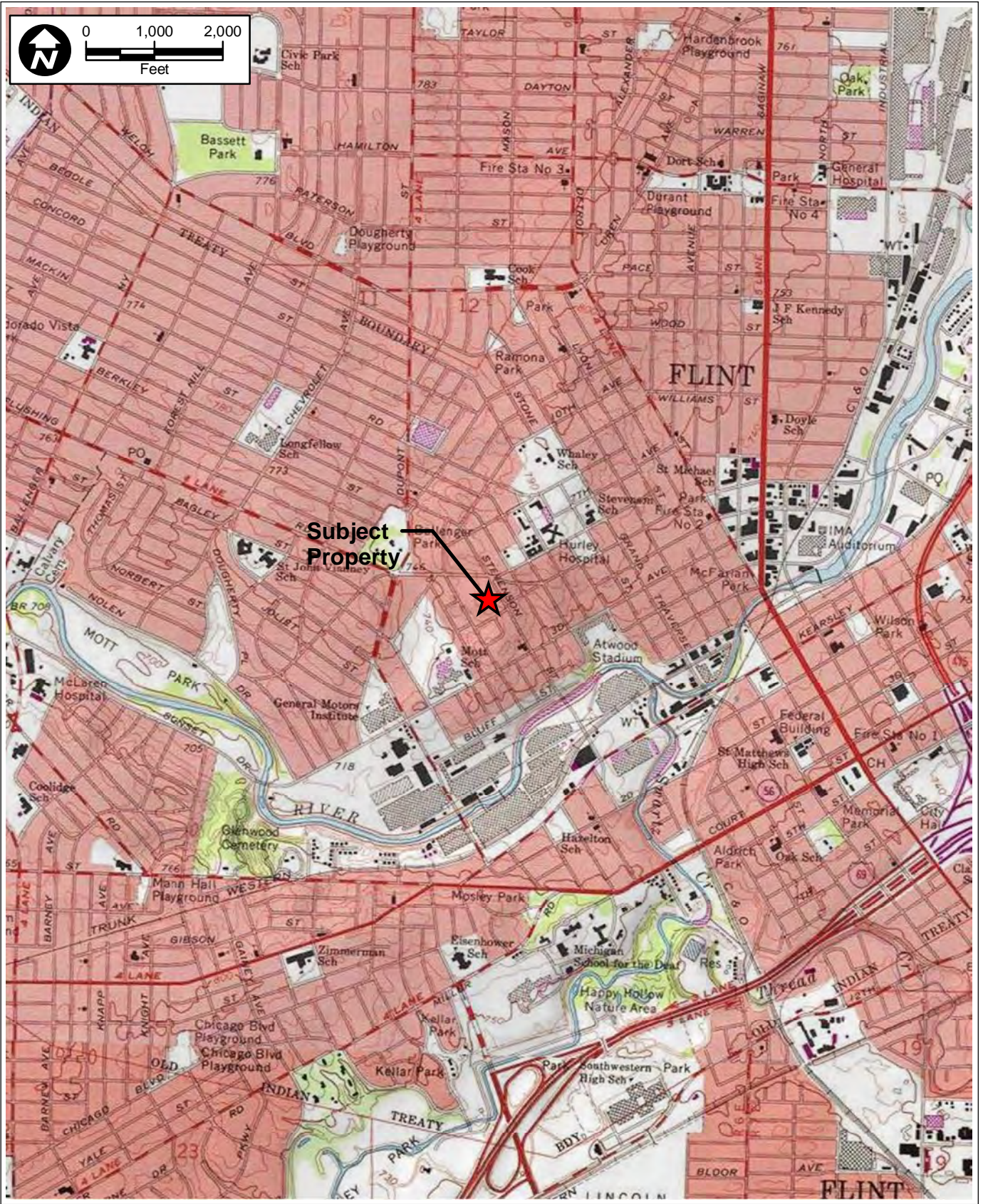
- Staff assigned to this project will be 40-hour HAZWOPER trained and qualified in compliance with OSHA Safety and Health Standards (Title 29 CFR 1910.120).
- ACM inspection will be conducted by a State-certified Asbestos Inspectors trained in accordance with the U.S. EPA requirements and accredited by the Michigan Department of Labor and Regulatory Affairs (LARA).
- Fibertec Environmental Services (FES) will perform laboratory analyses. FES is National Environmental Laboratory Accreditation Program (NELAP) accredited.

2.1 Data Quality Objectives

ECT will adhere to the quality assurance objectives and procedures outlined in the Quality Assurance Project Plan (QAPP) prepared for Genesee County Land Bank Authority (GCLBA) that was submitted to the EPA Project Manager in June 2018. On-site activities will be conducted in accordance with the Site-Specific Health and Safety Plan (HASP) provided in **Appendix A**.

2.2 Schedule

ECT intends to conduct sampling activities immediately upon authorization from the USEPA Project Manager.



APPENDIX B
SITE LOCATION MAP
817 NORTH STEVENSON STREET
FLINT, MI. 48503

Sources: ECT, 2018.

ECT Environmental
Consulting &
Technology, Inc.

**SITE-SPECIFIC
HEALTH AND SAFETY
PLAN**

Prepared for:

Former Apartment Buildings
817 North Stevenson Street
Flint, Michigan

Prepared by:

ECT **Environmental
Consulting &
Technology, Inc.**
*2200 Commonwealth Boulevard, Suite 300
Ann Arbor, Michigan 48105*

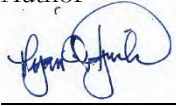
ECT No. 180307-0300

September 2018


DOCUMENT REVIEW

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc's (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

This document has been authored and reviewed by the following employees:

Ryan Higuchi
Author


Signature

Maura Gibbons
Peer Review


Signature

September 11, 2018
Date

September 11, 2018
Date

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LIST OF APPENDICES

- Appendix A. Safety Data Sheets
- Appendix B. Site Maps
- Appendix C. Safe/Prohibited Work Practices
- Appendix D. Map with Directions to the Nearest Local Hospital

LIST OF ACRONYMS AND ABBREVIATIONS

ACGIH	American Conference of Governmental Industrial Hygienists
C	ceiling limit
CFR	Code of Federal Regulations
CPR	cardiopulmonary resuscitation
ECT	Environmental Consulting & Technology, Inc.
HASP	health and safety plan
HAZWOPER	Hazardous Waste Operations and Emergency Response
HEPA	high-efficiency particulate arrestance
Hg	mercury
HSC	health and safety coordinator
OBZ	personal breathing zone
IDLH	immediately dangerous to life and health
OSHA	Occupational Safety and Health Administration
NIOSH	National Institute for Occupational Safety and Health
PEL	permissible exposure limit
PID	photoionization detector
PAH	polynuclear aromatic hydrocarbon
PPE	personal protective equipment
ppm	parts per million
REL	recommended exposure limit
SDS	safety data sheets
Site	Fordson Island
STEL	short-term exposure limit
TLV	threshold limit value
VOC	volatile organic compound

1.0 OVERVIEW

This site-specific health and safety plan (HASP) was developed in accordance with the provisions of Title 29 Code of Federal Regulations (CFR) Part 1910.120(b)(4) for employees of Environmental Consulting & Technology, Inc. (ECT) and subcontractors (“Employees”) who are required to be present on site at any time during asbestos assessment activities at 817 North Stevenson Street (“Site”) in Flint, Michigan. Intrusive site activities to which this plan applies includes the collection of construction materials suspected of having a hazardous material composition. Note that this plan will be modified as appropriate if additional work tasks are authorized.

This plan consists of several sections which address the typical hazards and corresponding controls associated with the described site activities, along with site-specific chemical and physical hazards unique to the site. Plan sections address the following topics, as appropriate:

- Contractor coordination (**Section 2.0**);
- Safety and health risk analysis/controls for site tasks (**Section 3.0**);
- Employee training assignments (**Section 4.0**);
- Personal protective equipment (PPE) selection/use (**Section 5.0**);
- Medical surveillance requirements (**Section 6.0**);
- Air monitoring and environmental sampling (**Section 0**);
- Site control measures (**Section 8.0**);
- Decontamination (**Section 9.0**); and
- Emergency response plan (**Section 10.0**).

Appendices to the plan include:

- A. Safety Data Sheets (SDSs) for Chemical Contaminants
- B. Site Maps
- C. Safe/Prohibited Work Practices
- D. Map with Directions to the Nearest Local Hospital

Enforcement of this plan is the responsibility of the Project Manager and Safety Supervisor. Contact information is provided in the following table.

Name	Title/Contact
Ryan Higuchi ECT Ann Arbor	Project Manager W 734-272-0759 M 248-535-4189
Mike Hebert ECT Lansing	Lead Investigator - SHSR W 517-272-9200 M 517-648-1645
Sheldon Nozik ECT Ann Arbor	Corporate Safety Officer W 734-272-0853 M 716-908-5808
Maura Gibbons ECT Detroit	Field Technician W 313-963-6600 M 248-797-1905
Onsite Sub-contractor	Not Applicable

Note:
M-mobile phone
W-work (office) telephone

1.1 EMERGENCY CONTACTS

ECT field personnel have mobile phones available while onsite.

Emergency numbers are as follows:

- | | |
|-----|------------------------------------|
| 911 | Fire |
| 911 | Police |
| 911 | Life-Threatening Medical Emergency |

All employee injuries must be promptly reported to the Site Health and Safety Representative (SHSR). If 911 is called for a life-threatening medical emergency, the SHSR will afterwards contact WorkCare at 888-449-7787

with information about the injury including the employee's name, injury location on employee's body, employee's home office, contact information, medical destination, and other information as directed. The SHSR should then also contact the Human Resources Department in Gainesville at 352-332-0444, Safety (Sheldon Nozik) at 734-272-0853, and the Project / Office Manager.

1.2 FIRST AID AND MEDICAL

The SHSR will contact WorkCare at 888-449-7787 with information about the injury including the employee's name, injury location on employee's body, employee's home office, contact information, and other information as directed. If first aid is appropriate, a WorkCare clinician will advise of applicable first aid measures. If a clinic visit is required, WorkCare will contact a clinic to initiate the response and will provide an address for the clinic.

The SHSR should then also contact the Human Resources Department in Gainesville at 352-332-0444, Safety (Sheldon Nozik) at 734-272-0853, and the Project / Office Manager.

In the event that telephone access is not available, **Appendix D** provides a map with the route and nearest hospital / clinic. The telephone number for the hospital / clinic is provided in **Appendix D**.

After injured employees are cared for, and when it is safe to do so, document the circumstances of the injury for use in conducting the Incident Investigation.

2.0 CONTRACTOR COORDINATION

Various Occupational Safety and Health Administration (OSHA) regulations require contractors to coordinate activities with host employers. Examples include the Hazard Communication, Confined Space Entry, and Lockout/Tagout standards, all of which require the host employer and visiting contractors to share information including:

- SDSs for products brought on-site by the contractor, and for products already on site to which contractor employees might be exposed.
- Confined space entry policies and procedures, including methods of entry rescue.
- Written lockout/tagout procedures.

In this case, confined space entry and lockout/tagout are not anticipated and therefore will not be issued. Chemicals being brought on site either as decontamination agents, preservatives, field screening and analysis, or calibration may include:

- Alconox

The SDS for this chemical is included in **Appendix A**. A more thorough compilation of SDSs are available in a binder in any of the ECT field trucks.

Contractors are not required for the proposed scope of work.

3.0 SAFETY AND HEALTH RISK ANALYSIS

Areas of the site where intrusive activities take place may contain asbestos containing building materials. Potential health hazards may arise from exposure to asbestos and physical agents, which are encountered, un-earthed, or released during site work. Hazards not associated with project activities that may occur at the site include violent weather; chemical releases; or vehicle traffic associated with customers and deliveries to the Site; or normal Site activities.

Chemical Hazards

The likelihood of mechanisms for chemical exposure is:

- Inhalation and ingestion of friable asbestos materials.

Although the presence of ACM has not been verified to exist on the site, there is a high likelihood with respect to the age of the structures.

In order to pose a health hazard to employees, contaminants must enter through one or more of four routes of exposure.

Inhalation

Inhalation as a route of exposure concerns dusts, mists, fumes, vapors, and gases. The first three represent particulate contaminants, while vapors and gases refer to liquid and gas phase contaminants. Coarse dusts and mists are typically trapped in the nasal passages and upper respiratory tract, while smaller particles usually are caught in the mucous coated walls of the airway tubes and are carried to the throat. Very small particles may not be trapped by the mucous membranes and may penetrate into the lungs. Water soluble vapors and gases may dissolve in the wet mucous coating of the upper airway surfaces, resulting in irritation to the eyes, nose, and throat. The gases and vapors which are less water soluble are more likely to reach the lungs.

Skin Absorption

Skin absorption concerns both entry of the contaminant through the skin, as well as damage caused to the skin itself. Organic solvents, such as toluene, may permeate the oily skin surface and diffuse into the blood stream. Organic solvents can also damage the skin itself by drying out the naturally existing, protective oils. Excessive skin contact with organic solvents can often lead to a dermatitis condition.

Ingestion

Ingestion of contaminants can provide a pathway for contaminants to enter directly into the bloodstream through the digestive system. Common pathways for ingestion of contaminants occur when a person consumes contaminated food, smokes contaminated cigarettes, or through other hand to mouth transfer of contaminants.

Injection

Chemical injection refers not only to injection by hypodermic needles but also whenever the skin has been breached (cut or puncture) and there is a direct pathway into the bloodstream for the chemical contaminant. Depending upon the contaminant's solubility in water, the contaminant can enter the bloodstream directly through a skin breach or puncture.

3.1 EXPOSURE TERMINOLOGY

Ceiling Limit (C): a level or concentration of an airborne contaminant which cannot be exceeded for any length of time. Ceiling limits are not published for all chemicals.

Permissible Exposure Limit (PEL): an exposure limit published and enforced by OSHA as a legal standard.

Recommended Exposure Limit (REL): Similar to PELs and TLVs, in that they are time-weighted average limitations. Different in that they are based on an eight to ten-hour day. Published by the National Institute for Occupational Safety and Health (NIOSH).

Short-term Exposure Limit (STEL): the maximum airborne contaminant concentration for a continuous exposure period not exceeding 15 minutes. STELs are not published for all chemicals and apply only under the following conditions:

- Exposure duration does not exceed 15 minutes;
- Exposures occur no more than four times per shift; and
- Duration between exposures is at least one hour.

“Skin” Designation: a notation that, when included with exposure limits, indicates the material may contribute to overall exposure by entering the body by skin absorption through the skin (broken or intact), mucous membranes, and eyes. Exposure may be by direct or airborne contact.

Threshold Limit Value (TLV): a recommended exposure limit that is published annually by the American Conference of Governmental Industrial Hygienists (ACGIH). It is not directly enforceable by OSHA.

Immediately Dangerous to Life and Health (IDLH): means an atmospheric concentration of any toxic, corrosive or asphyxiant substance that:

- poses an immediate threat to life; or
- would cause irreversible or delayed adverse health effects; or
- would interfere with an individual’s ability to escape from a dangerous atmosphere.

Boiling Point: the temperature at which a liquid changes to a gas (vapor) at normal atmospheric pressure.

Flammable Range: the concentration range in which a flammable substance can produce a fire or explosion when an ignition source (such as a spark or open flame) is present. The concentration is generally expressed as percent fuel by volume.

Flash Point: the lowest temperature at which a liquid can form an ignitable mixture in air near the surface of the liquid.

Vapor Pressure: the pressure exerted by the liquid’s vapor when the liquid and vapor are in dynamic equilibrium.

Vapor Density: a measure of the relative “weight” of a vapor compared to that of air. A material with a vapor density greater than 1 tends to “sink” to the ground. Wind and humidity directly impact the significance of vapor density.

3.2 ASBESTOS

Background

Asbestos is the name applied to six different minerals that occur naturally in the environment. It is a fibrous, odorless solid that may be white or greenish, blue, or gray-green. Asbestos is used in a variety of building construction materials due to its strong fibers and resistance to heat and chemicals. It has been used in pipe and furnace insulation, concrete (as a strengthener), floor and ceiling tiles and brake shoes amongst other things.

Properties

Property	Value
Size	~0.1 – 10 µm in length

First Aid

Eyes: Immediately flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid immediately.

Skin: If this chemical contacts the skin, flush the contaminated skin with water. Where there is evidence of skin irritation, get medical attention.

Ingestion: Seek medical attention as soon as possible.

Inhalation: If a person breathes large amounts of this chemical, move the exposed person to fresh air at once. Other measures are usually unnecessary.

Effects of Short-term Exposure

Effects from the short-term exposure to asbestos can include shortness of breath, chest or abdominal pain, and irritation of skin and mucous membranes.

Effects of Long-term or Repeated Exposure

Chronic exposure through inhalation to asbestos increases the risk of lung cancer, mesothelioma and nonmalignant lung and pleural disorders such as asbestosis. Exposure to asbestos combined with smoking significantly increase the risk of lung cancer.

Controls

- Using a spray bottle, mist water to mitigate dust clouds when sampling and irritating potential ACM.
- Always wear nitrile gloves when handling potential ACM. Remove gloves and wash hands before eating.

3.3 PHYSICAL HAZARDS

Physical hazards potentially present at the site include direct push equipment operation, drill rigs, heat or cold, manual lifting and equipment handling, uneven walking surfaces, and customer traffic.

3.4 COLD STRESS

Background

Prolonged exposure to freezing or cold temperatures may cause serious health problems such as trench foot, frostbite and hypothermia. In extreme cases, including cold-water immersion, exposure can lead to death.

Danger signs include uncontrolled shivering, slurred speech, clumsy movements, fatigue and confused behavior. Danger signs also include changes in skin color. For example, a pale appearance in fingers, toes, cheeks or noses that should be rosy from the cold can be an indication of frostbite. Another symptom of frostbite is loss of feeling in extremities.

More severe reaction to cold is called hypothermia, which occurs when the body temperature drops to less than 90 Fahrenheit. Symptoms of hypothermia include uncontrollable shivering, slow speech, memory lapses, frequent stumbling, drowsiness and exhaustion.

Workers are advised to avoid alcohol and smoking when in extreme cold. It constricts blood flow to the skin, and can contribute to frostbite or hypothermia.

If any of the danger signs are observed, call for emergency help.

Tips for protecting workers include:

- Recognize the environmental and workplace conditions that may be dangerous.

- Learn the signs and symptoms of cold-induced illnesses and injuries and what to do to help workers.
- Train workers about cold-induced illnesses and injuries.
- Encourage workers to wear proper clothing for cold, wet and windy conditions, including layers that can be adjusted to changing conditions.
- Be sure workers in extreme conditions take a frequent short break in warm dry shelters to allow their bodies to warm up.
- Try to schedule work for the warmest part of the day.
- Avoid exhaustion or fatigue because energy is needed to keep muscles warm.
- Use the buddy system – work in pairs so that one worker can recognize danger signs.
- Drink warm, sweet beverages (sugar water, sports-type drinks) and avoid drinks with caffeine (coffee, tea, sodas or hot chocolate) or alcohol.
- Eat warm, high-calorie foods such as hot pasta dishes.
- Remember, workers face increased risks when they take certain medications, are in poor physical condition or suffer from illnesses such as diabetes, hypertension or cardiovascular disease.

Inform a safety officer if they believe they (or another employee) are suffering cold-related symptoms.

3.5 HEAT STRESS

Background

Four environmental factors affect the amount of stress a worker faces in a hot work area: temperature, humidity, radiant heat (such as from the sun or a furnace) and air velocity. Perhaps most important to the level of stress an individual faces are personal characteristics such as age, weight, fitness, medical condition and acclimatization to the heat.

The body reacts to high external temperature by circulating blood to the skin which increases skin temperature and allows the body to give off its excess heat through the skin. However, if the muscles are being used for physical labor, less blood is available to flow to the skin and release the heat.

Sweating is another means the body uses to maintain a stable internal body temperature in the face of heat. However, sweating is effective only if the humidity level is low enough to permit evaporation and if the fluids and salts lost are adequately replaced.

If body cannot dispose of excess heat, it will store it. When this happens, the body's core temperature rises and the heart rate increases. As the body continues to store heat, the individual begins to lose concentration and has difficulty focusing on a task, may become irritable or sick and often loses the desire to drink. The next stage is most often fainting and death is possible if the person is not removed from the heat stress.

Heat stroke, the most serious health problem for workers in hot environments, is caused by the failure of the body's internal mechanism to regulate its core temperature. Sweating stops and the body can no longer rid itself of excess heat. Signs include (1) mental confusion, delirium, loss of consciousness, convulsions or coma; (2) a body temperature of 106 degrees F or higher; and (3) hot dry skin which may be red, mottled, or bluish. Victims of heat stroke will die unless treated promptly.

Heat exhaustion results from loss of fluid through sweating when a worker has failed to drink enough fluids or take in enough salt or both. The worker with heat exhaustion still sweats but experiences extreme weakness or fatigue, giddiness, nausea, or headache. The skin is clammy and moist, the complexion pale or flushed, and the body temperature normal or slightly higher.

Heat cramps, painful spasms of the muscles, are caused when workers drink large quantities of water but fail to replace their bodies' salt loss. Tired muscles -- those used for performing the work - are usually the ones most susceptible to cramps. Cramps may occur during or after working hours.

Fainting (heat syncope) may be a problem for the worker unacclimatized to a hot environment who simply stands still in the heat. Victims usually recover quickly after a brief period of lying down.

Heat rash, also known as prickly heat, may occur in hot and humid environments where sweat is not easily removed from the surface of the skin by evaporation. When extensive or complicated by infection, heat rash can be so uncomfortable that it inhibits sleep and impedes a worker's performance or even results in temporary total disability.

Controls

- Regularly drink fluids, either water or electrolyte solutions.
- Be familiar with symptoms of heat-related stress.
- Inform a safety officer if they believe they (or another employee) are suffering heat-related symptoms.

3.6 MANUAL LIFTING AND EQUIPMENT HANDLING

Background

The hazards associated with improper material handling include being struck by a load, losing control of a load, physically overexerting oneself, and exceeding equipment capacities. Such accidents can lead to injuries (e.g., abrasions, bruises, and broken bones) and even loss of life. Material-handling accidents account for a sizable percentage of all occupational injuries that occur in every work area including construction and general industry. The risk of injury is not confined to manual lifting of heavy objects. Some lost-time injuries have even occurred in office situations where lifting is infrequent and involves only small items.

Controls

The following are seven simple but profoundly important rules for lifting. Carefully applied they will help you prevent injury.

1. Stop and think before you lift. Most lifting injuries occur when you are rushed or preoccupied.
2. Keep heavy objects close to your body.
3. When lifting heavy objects practice:
 - Spreading your feet wide apart.
 - Sticking out your chest and tucking in your chin.
 - Tightening your stomach muscles.
 - Keeping your back upright.
 - Bending your knees not your back.
 - Keeping your shoulders parallel to the floor as much as possible.
4. When carrying a load over a long distance or for a long time, shift the load occasionally from one side to the other side and change position. Every half-hour put the load down and stretch your arms over your head while breathing in deeply.
5. Do not lift and twist your back at the same time.
6. Do not lean forward without bending your knees.
7. Avoid lifting objects above the level of your shoulders.

Aside from proper lifting, the key to safe handling of equipment and materials is to think through each task, anticipate difficulties and take nothing for granted. A deliberate approach is the best way to avoid injuries.

3.7 UNEVEN WALKING SURFACES

Background

Slips, trips and falls are among the most common incidents at hazardous waste and construction sites that lead to employee injuries. The combination of uneven terrain and distracted employees can easily lead to falls. Falls can lead to impaling wounds if the employee happens to fall on an exposed sharp surface such as rebar, broken concrete, and/or glass.

Control

Common sense rules provide the best means to avoid uneven walking surface-related injuries.

- Do not run while on-site, unless required to do so to escape an emergency situation.
- If it is necessary to run, pay extra attention to the surface you are running over.
- Do not walk backward.
- Practice and implement the technique of including the vertical peripheral view into your movements. Most people remember to look left and right before crossing a street – at this site you must also look down before taking steps.
- Try to look several feet ahead when traversing the site.
- Use good housekeeping procedures to minimize the accumulation of trip hazards.

4.0 EMPLOYEE TRAINING ASSIGNMENTS

Background

According to paragraph (e) of the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulation:

“All employees working on site (such as but not limited to equipment operators, general laborers and others) exposed to hazardous substances, health hazards, or safety hazards and their supervisors and management responsible for the site shall receive training meeting the requirements of this paragraph before they are permitted to engage in hazardous waste operations that could expose them to hazardous substances, safety, or health hazards, and they shall receive review training as specified in this paragraph.”

Intrusive Work Employees

Employees engaged in intrusive activities (including ground water sampling) in areas with known or suspected chemical contamination must be 40-hour trained and have current certification.

Employees involved in intrusive work must attend a safety meeting (prior to commencing said work). Safety meetings must be documented and address anticipated hazards and corresponding controls. The frequency of these meetings is at the discretion of the safety supervisor, but at a minimum must be held prior to engaging in any new intrusive activities.

Visitors

As required by the Site Control Plan (Section 8.0), all visitors are required to notify the safety supervisor (or his/her designee) of their presence when they arrive on site.

Visitors must comply with all posted and verbal rules as required by the safety supervisor.

Any visitor required to be present in the exclusion zone during intrusive activities must be accompanied by a 40-hour HAZWOPER-trained person, and must comply with the directions of said person while in the exclusion zone.

5.0 PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment, or PPE, is designed to protect employees from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Besides face shields, safety glasses, hard hats, and safety shoes, PPE includes a variety of devices and garments such as goggles, coveralls, gloves, vests, earplugs, and respirators.

The minimum level of protection required for employees at the site will be Level D. Level D represents the least protective level of personal protective equipment that can be worn at a site. It offers no respiratory protection and is worn when chemical exposure is not anticipated. The following equipment will be used:

- Work clothing as prescribed by weather;
- Steel toe work boots;
- Safety glasses;
- Chemical protective gloves, such as nitrile (when working with material subject to sampling); and
- Hard hat (in areas where overhead or electrical hazards exist).

The use of soft- or open-toed footwear by any employee while on site is forbidden. Tinted safety glasses may be worn if needed to protect the employee from sunlight. Tinted safety glasses are prohibited if they in any way interfere with the employee's visual clarity.

Modified Level D may be required to prevent skin contact when working in potentially contaminated areas. Chemical protective gloves, booties, and in some cases limited-use of a half-faced respirator equipped with a P-100 particulate cartridge may be required.

Level C protective equipment may be required if unsafe levels of organic vapors are present in the breathing zone. Only medically cleared, properly trained and fit-tested employees may wear a respirator. Organic cartridges with high-efficiency particulate arrestance (HEPA) filters are required for Level C.

6.0 MEDICAL SURVEILLANCE

Employees working in known or suspected contamination must be enrolled in a medical surveillance program.

Medical Examinations

Medical examinations and consultations must be made available to each employee (1) initially (prior to potential exposure), (2) at least once every twelve months for each employee covered unless the attending physician believes a longer interval (not greater than biennially) is appropriate; (3) at termination of employment or reassignment to an area where the employee would not be covered if the employee has not had an examination within the last six months, (4) as soon as possible upon notification by an employee that he/she has developed signs or symptoms indicating possible overexposure to hazardous substances or health hazards, or that the employee has been injured or exposed above the permissible exposure limits or published exposure levels in an emergency situation, and (5) at more frequent times, if the examining physician determines that an increased frequency of examination is medically necessary.

All medical examinations and procedures must be performed by or under the supervision of a licensed physician, and must be provided without cost to the employee, without loss of pay, and at a reasonable time and place.

The employer must provide one copy of the HAZWOPER standard and its appendices to the attending physician and in addition the following for each employee:

- A description of the employee's duties as they relate to the employee's exposures,
- The employee's exposure levels or anticipated exposure levels.
- A description of any personal protective equipment used or to be used.
- Information from previous medical examinations of the employee which is not readily available to the examining physician.
- Information required by §1910.134 (Respiratory Protection).

The employer must obtain and furnish the employee with a copy of a written opinion from the examining physician containing the following:

- The physician's opinion as to whether the employee has any detected medical conditions which would place the employee at increased risk of material impairment of the employee's health from work in hazardous waste operations or emergency response, or from respirator use.
- The physician's recommended limitations upon the employee's assigned work.
- The results of the medical examination and tests if requested by the employee.
- A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions which require further examination or treatment.

An accurate record of the medical surveillance required performed must be retained. This record must be retained for the period specified and meet the criteria of 29 CFR 1910.20.

The record must include at least the following information:

- The name and social security number of the employee;
- Physicians' written opinions, recommended limitations and results of examinations and tests;
- Any employee medical complaints related to exposure to hazardous substances;

A copy of the information provided to the examining physician by the employer, with the exception of the standard and its appendices.

7.0 SITE CONTROL

The site control program includes, at a minimum:

- A site map;
- Site work zones;
- The use of a "buddy system";
- Site communications, including alerting means for emergencies;
- Standard operating procedures or safe work practices; and
- Identification of the nearest medical assistance.

A general site map is included as **Appendix B** to this plan. As site activities progress, the layout of the site will change.

Contaminated sites, including this one, often have multiple areas of soil and/or water contamination. Areas between and often around these "hot" areas may not pose any particular hazards.

When intrusive work is performed in a "hot" area, chemical contamination in the form of solid, liquid or vaporous chemicals may be released. The safety supervisor is required to designate a "hot" or "**exclusion**" zone where the potential for chemical and/or physical hazard exposure exists. This area should be marked by flagging or the equivalent, or at least denoted by the safety supervisor during frequent safety meetings.

The surrounding areas where chemical and/or physical hazard exposures are negligible are referred to as the "cold" or "**support**" zone. Individuals may work in these areas with minimal PPE, and may move freely about the area(s).

Individuals and equipment exiting an exclusion zone must not be allowed to carry potential chemical contamination with them into the support zone. The safety supervisor will establish a "contamination reduction corridor" or "**contamination reduction zone**" through which potentially contaminated individuals and equipment must pass during decontamination (see Section 9.0).

Employees that must work alone must remain in "line-of-sight" with individuals from their own or other companies. Employees must never engage in intrusive activities at the site when they are completely alone.

Site communication may consist of cell phone usage. The use of non-verbal communication is not anticipated during this phase of activities. The primary method of alerting emergency personnel is by dialing 911.

This plan contains numerous topic-related safe work practices as described in previous sections. **Appendix C** contains a list of general safe work practices and prohibited practices.

Appendix D contains a map and driving directions to the nearest hospital from the site. However, in the event that an employee becomes injured or ill requiring medical attention the employee must be transported by an ambulance. Injured or ill employees often worsen during travel and may require immediate medical attention.

8.0 DECONTAMINATION

Due to the relatively minor amount of contamination known or suspected to be present at the site, employee decontamination can likely be achieved through the use of “dry-doffing” techniques.

Before leaving the hot zone, the employee should (in order):

- Remove any tape used to keep clothing (gloves or boots) in place.
- Moving toward the support zone, remove boot covers.
- Remove outer gloves.
- Remove protective suit (if applicable).
- Remove inner gloves (usually latex or the equivalent).

In the event that an employee becomes “grossly” contaminated, arrangements will have to be made for showering and clothes removal. Contaminated clothing must not be allowed to leave the exclusion zone, except in an appropriate waste receptacle.

Equipment that becomes contaminated can be decontaminated in the exclusion zone using water and an appropriate soap.

Steam cleaning of direct push rig components is at the discretion of the direct push contractor.

Employees must be encouraged to wash their hands prior to eating. Smoking should be prohibited in exclusion zones.

9.0 EMERGENCY RESPONSE PLAN

Following is an emergency response plan for use in the event of:

- Chemical release;
- Violent weather;
- Fire;
- Medical emergency; and
- Vandalism/Criminal Activity

Chemical Release

The risk of a chemical release from existing contamination is minimal. A chemical release from gasoline or diesel-powered equipment can occur. Heavy equipment operators are required to maintain appropriate spill response materials, including:

- Pigs and/or other absorbent materials;
- Recovery drums;
- Shovels; and
- PPE.

If a chemical release threatens off-site persons or property, the site general contractor or designee should contact authorities using “911.”

Violent Weather

Violent weather (thunderstorm, tornado, high winds) can occur with minimal notice based on local weather conditions. In the event that lightning is observed in the vicinity of the site, employees are to avoid water, high ground, open spaces, solitary tall trees, and metal objects. If shelter is not available, you should:

- Crouch down with both feet together. Do not lie down or place your hands on the ground.
- Do not stand near other people. Keep a minimum distance of 15 feet apart.
- If you are outside and you feel your hair stand on end, this is an indication that lightning is about to strike. You should bend forward, putting your hands on your knees.
- Inside of a shelter, stay away from doors, windows and avoid water. Electrical appliances (e.g. computers, power tools) should be turned off and unplugged. If appliances can't be unplugged (e.g. telephones), stay away from them.
- Persons injured by lightning do not carry an electrical charge and can be handled safely. Administer first aid/cardiopulmonary resuscitation to a lightning victim if you're qualified to do so. Send for help immediately.

If heavy winds occur, seek shelter immediately. Remember that loose material can become airborne.

Fire

In the event of an incipient stage (beginning, small) fire, employees should notify adjacent individuals of this situation and exit the area. Only employees trained in the use of fire extinguishers should attempt to use an extinguisher.

In the event of an out-of-control fire, employees are to exit the site as quickly as possible and assemble with other contractor employees for head count.

Medical Emergency

If an employee observes an individual being injured or exhibiting signs/symptoms of illness, they should immediately notify as many individuals as necessary (preferably the nearest safety or site supervisor) of the situation.

Employees certified in first aid/cardiopulmonary resuscitation (CPR) may administer help if they feel they are qualified. **Under no circumstances may an employee provide first aid/CPR without first notifying the nearest supervisor.**

At least one employee should be sent to the site entrance to direct responding emergency services personnel to the appropriate location.

Buried Utilities

Buried utilities are always a concern when performing soil borings and/or excavation activities. All sites will have a "Ticket" number from MISS DIG that will be present during work conditions. If a utility is damaged work will immediately stop. If possible the equipment will be moved away, all employees will move quickly away from the area, an assessment of what type of utility was damaged will be made by the Safety personnel. Following are types of underground utilities that could become damaged, the risk, and action to be taken by the Site coordinator.

- Natural Gas – fire/explosion - call fire department and gas company;
- Electrical – electrocution, fire, loss of power - call electrical company and fire/ambulance as needed;
- Water supply – cause pavement or sidewalk sink-hole, slip, trip, fall hazard – call local utility company; and
- Sanitary or Storm Sewer – cause pavement or sidewalk sink-hole, slip, trip, fall hazard – call local utility company for repairs.

If any utility is damaged all persons shall move away until the assessment is completed. Calls will be made to the specific utility company and emergency response group, i.e. fire department, ambulance, or both.

If the situation warrants, the ECT safety coordinator will maintain a safe area around the damaged utility and have assistance directing traffic until the proper authority arrives.

Vandalism/Criminal Activity

Should an employee observe suspicious activity or feel threatened, he/she should leave the area and call the police (or security).

10.0 HEALTH AND SAFETY PLAN ACKNOWLEDGEMENT

By signing this form, I acknowledge that I have reviewed the Site-Specific Health and Safety Plan for the Site.

Name (Printed)	Signature

Orientation Provided By: _____

Date: _____



By signing this form, I acknowledge that I have reviewed the Site-Specific Health and Safety Plan for the Site.

Name (Printed)	Signature

Orientation Provided By: _____

Date: _____



APPENDIX A
SAFETY DATA SHEETS

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
GHS

Effective date: 11/20/2014

Revision: 05/12/2015

ALCONOX

1 Identification of the Substance/mixture and of the Company/Undertaking

1.1 Product identifier

Trade name: **ALCONOX**

Application of the substance / the preparation: Cleaning material/ Detergent

1.2 Relevant identified uses of the substance or mixture and uses advised against:

No additional information available.

1.3 Details of the supplier of the Safety Data Sheet

Manufacturer/Supplier:

Alconox, Inc.
30 Glenn St., Suite 309
White Plains, NY 10603
Phone: 914-948-4040



Further information obtainable from: Product Safety Department

1.4 Emergency telephone number:

ChemTel Inc.: (800)255-3924, +1 (813)248-0585

2 Hazards Identification

2.1 Classification of the substance or mixture Classification according to Regulation (EC) No 1272/2008:

Eye Irrit. 2B; H320: Causes eye irritation.

Information concerning particular hazards for human and environment:

The product has to be labelled due to the calculation procedure of the "General Classification guideline for preparations of the EU" in the latest valid version.

Classification system:

The classification is according to the latest editions of the EU-lists, and extended by company and literature data

2.2 Label elements

Labelling according to Regulation (EC) No 1272/2008:

The product is classified and labelled according to the CLP regulation.

Hazard pictograms:

Signal word: Warning

Hazard-determining components of labelling:

Sodium Alkylbenzene Sulfonate

Hazard statements:

H320: Causes eye irritation.

Precautionary statements:

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P264: Wash thoroughly after handling.

P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P337+P313: If eye irritation persists: Get medical advice/attention.

Safety Data Sheet

according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
GHS

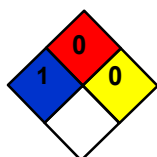
Effective date: 11/20/2014

Revision: 05/12/2015

ALCONOX

Other Hazard description:**WHMIS-classification and symbols:**

D2B - Toxic material causing other toxic effects

**NFPA ratings (scale 0 - 4)**

Health = 1
Fire = 0
Reactivity = 0

HMIS-ratings (scale 0 - 4)

HEALTH	1		Health = 1
FIRE	0		Fire = 0
REACTIVITY	0		Reactivity = 0

2.3 Other hazards**Results of PBT and vPvB assessment**

PBT: Not applicable.

vPvB: Not applicable.

3 Composition/Information on Ingredients**3.2 Chemical characterization:** Mixture**Description:** Hazardous ingredients of mixture listed below.

Identifying Nos.	Description	Wt. %
CAS: 68081-81-2	Sodium Alkylbenzene Sulfonate	10 - 25%
CAS: 497-19-8	Sodium Carbonate	5-15%
CAS: 7722-88-5	Tetrasodium pyrophosphate	5-15%
CAS: N/A	Proprietary (non-classified)	40-60%

Additional information: For the wording of the listed risk phrases refer to section 16.**4 First Aid Measures****4.1 Description of first aid measures****General information:**

Contaminated individuals of chemical exposure must be taken for medical attention if any adverse effect occurs. Rescuers should be taken for medical attention, if necessary. Take copy of label and SDS to health professional with contaminated individual.

After inhalation:

Supply fresh air; consult doctor in case of complaints.

After skin contact:

Immediately wash with water and soap and rinse thoroughly. If skin irritation continues, consult a doctor.

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After eye contact:

Remove contact lenses if worn. Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

After swallowing:

Rinse out mouth and then drink plenty of water. Do not induce vomiting; call for medical help immediately.

4.2 Most important symptoms and effects, both acute and delayed:

No additional information available.

4.3 Indication of any immediate medical attention and special treatment needed:

No additional information available.

5 Firefighting Measures

5.1 Extinguishing media:**Suitable extinguishing agents:**

CO₂, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.

5.2 Special hazards arising from the substance or mixture:

No additional information available.

5.3 Advice for firefighters:**Protective equipment:**

Wear self-contained respiratory protective device.

Wear fully protective suit.

6 Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures:

Product forms slippery surface when combined with water.

6.2 Environmental precautions:

Do not allow product to reach sewage system or any water course.

6.3 Methods and material for containment and cleaning up:

Pick up mechanically.

Clean the affected area carefully; suitable cleaners are: Warm water

6.4 Reference to other sections:

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information

7 Handling and Storage

7.1 Precautions for safe handling:

Ensure good ventilation/exhaustion at the workplace.

Keep receptacles tightly sealed.

Prevent formation of dust.

Information about fire - and explosion protection: No special measures required.

7.2 Conditions for safe storage, including any incompatibilities:**Storage:**

Requirements to be met by storerooms and receptacles: No special requirements.

Information about storage in one common storage facility: None required.

Further information about storage conditions: Protect from humidity and water.

7.3 Specific end use(s): No additional information available.

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8 Exposure Controls/Personal Protection**8.1 Control parameters**

Ingredients with limit values that require monitoring at the workplace: Not required.

Additional information: The lists valid during the making were used as basis.

8.2 Exposure controls:

Personal protective equipment:

General protective and hygienic measures:

- Keep away from foodstuffs, beverages and feed.
- Immediately remove all soiled and contaminated clothing.
- Wash hands before breaks and at the end of work.
- Avoid contact with the skin.
- Avoid contact with the eyes and skin.

Respiratory protection:

- Not required under normal conditions of use.
- In case of brief exposure or low pollution use respiratory filter device.
- In case of intensive or longer exposure use self-contained respiratory protective device.

Protection of hands:



Protective gloves

The glove material has to be impermeable and resistant to the product. Selection of the glove material should be based on the penetration time, rates of diffusion and the degradation of the glove material.

Material of gloves:

The selection of a suitable gloves does not only depend on the material, but also on the quality, and varies from manufacturer to manufacturer.

Penetration time of glove material:

The exact break through time has to be determined by the manufacturer of the protective gloves. DO NOT exceed the breakthrough time set by the Manufacturer.

For long term contact, gloves made of the following materials are considered suitable:

- Butyl rubber, BR
- Nitrile rubber, NBR
- Natural rubber (NR)
- Neoprene gloves

Eye protection:



Safety glasses

Body protection: Protective work clothing

9 Physical and Chemical Properties**9.1 Information on basic physical and chemical properties:**

General Information:

Appearance:

Form:	Powder
Color:	White
Odor:	Odorless
Odor threshold:	Not determined.
pH-value (10 g/l) at 20 °C:	9.5 (NA for Powderform)

Change in condition:

Melting point/Melting range:	Not determined.
Boiling point/Boiling range:	Not determined.

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GHS

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Flash point:	Not applicable.
Flammability (solid, gaseous):	Not determined.
Ignition temperature:	Not determined.
Decomposition temperature:	Not determined.
Self-igniting:	Product is not selfigniting.
Danger of explosion:	Product does not present an explosion hazard.
Explosion limits:	
Lower:	Not determined.
Upper:	Not determined.
Vapor pressure:	Not applicable.
Density at 20°C:	1,1 g/cm ³
Relative density:	Not determined.
Vapor density:	Not applicable.
Evaporation rate:	Not applicable.
Solubility in / Miscibility with water:	Soluble.
Segregation coefficient (n-octanol/water):	Not determined.
Viscosity:	
Dynamic:	Not applicable.
Kinematic:	Not applicable.
Solvent content:	
Organic solvents:	0.0 %
Solids content:	100 %
9.2 Other information:	No additional information available.

10 Stability and Reactivity

- 10.1 Reactivity:**
- 10.2 Chemical stability:**
- Thermal decomposition / conditions to be avoided:**
No decomposition if used according to specifications.
- 10.3 Possibility of hazardous reactions:**
- Reacts with acids.
 - Reacts with strong alkali.
 - Reacts with strong oxidizing agents.
- 10.4 Conditions to avoid:**
No additional information available.
- 10.5 Incompatible materials:**
No additional information available.
- 10.6 Hazardous decomposition products:**
- Carbon monoxide and carbon dioxide
 - Phosphorus compounds
 - Sulphur oxides (SO_x)

11 Toxicological Information

- 11.1 Information on toxicological effects:**
- Toxicity data:** No additional information available.
- Primary irritant effect:**
- On the skin:** Irritating to skin and mucous membranes.
 - On the eye:** Strong irritant with the danger of severe eye injury.
 - Sensitization:** No sensitizing effects known.

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Additional toxicological information:

The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version: Irritant.

Swallowing will lead to a strong caustic effect on mouth and throat and to the danger of perforation of esophagus and stomach.

12 Ecological Information

12.1 Toxicity:

Aquatic toxicity: No additional information available.

12.2 Persistence and degradability: No additional information available.

12.3 Bioaccumulative potential: Not worth-mentioning accumulating in organisms.

12.4 Mobility in soil: No additional information available.

Ecotoxicological effects:

Remark: Harmful to fish

Additional ecological information:**General notes:**

Water hazard class 2 (German Regulation) (Self-assessment): hazardous for water.

Do not allow product to reach ground water, water course or sewage system.

Danger to drinking water if even small quantities leak into the ground.

12.5 Results of PBT and vPvB assessment:

PBT: Not applicable.

vPvB: Not applicable.

12.6 Other adverse effects: No additional information available.

13 Disposal Considerations

13.1 Waste treatment methods:**Recommendation:**

Smaller quantities can be disposed of with household waste.

Small amounts may be diluted with plenty of water and washed away. Dispose of bigger amounts in accordance with Local Authority requirements.

The surfactant used in this product complies with the biodegradability criteria as laid down in Regulation (EC) No. 648/2004 on detergents. Data to support this assertion are held at the disposal of the competent authorities of the Member States and will be made available to them, at their direct request or at the request of a detergent manufacturer.

Uncleaned packaging:

Recommendation: Disposal must be made according to official regulations.

Recommended cleansing agents: Water, together with cleansing agents, if necessary.

14 Transport Information

14.1 UN-Number:

DOT, ADR, ADN, IMDG, IATA: Not Regulated

14.2 UN proper shipping name:

DOT, ADR, IMDG, IATA: Not Regulated

14.3 Transport hazard class(es):

DOT, ADR, IMDG, IATA:

Class: Not Regulated

Label: -

14.4 Packing group:

DOT, ADR, IMDG, IATA: Not Regulated

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 GHS

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14.5 Environmental hazards:**Marine pollutant:** No**14.6 Special precautions for user:** Not applicable.**14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code:** Not applicable.**UN "Model Regulation":** Not Regulated
15 Regulatory Information
15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture:**United States (USA):****SARA:****Section 355 (extremely hazardous substances):** None of the ingredient is listed.**Section 313 (Specific toxic chemical listings):** None of the ingredient is listed.**TSCA (Toxic Substances Control Act):** All ingredients are listed.**Proposition 65 (California):****Chemicals known to cause cancer:** None of the ingredient is listed.**Chemicals known to cause reproductive toxicity for females:** None of the ingredient is listed.**Chemicals known to cause reproductive toxicity for males:** None of the ingredient is listed.**Chemicals known to cause developmental toxicity:** None of the ingredient is listed.**Carcinogenic Categories:****EPA (Environmental Protection Agency):** None of the ingredient is listed.**TLV (Threshold Limit Value established by ACGIH):** None of the ingredient is listed.**NIOSH-Ca (National Institute for Occupational Safety and Health):** None of the ingredient is listed.**OSHA-Ca (Occupational Safety & Health Administration):** None of the ingredient is listed.**Canadá:****Canadian Domestic Substances List (DSL):** All ingredients are listed.**Canadian Ingredient Disclosure list (limit 0.1%):** None of the ingredient is listed.**Canadian Ingredient Disclosure list (limit 1%):**

497-19-8	Sodium Carbonate
7722-88-5	Tetrasodium pyrophosphate
151-21-3	Sodium dodecylsulphate

15.2 Chemical safety assessment: A Chemical Safety Assessment has not been carried out.
16 Other Information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Relevant phrases:

H320: Causes eye irritation.

Safety Data Sheet
according to 1907/2006/EC (REACH), 1272/2008/EC (CLP), and
GHS

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ALCONOX**Abbreviations and Acronyms:**

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.
IMDG: International Maritime Code for Dangerous Goods.
DOT: US Department of Transportation.
IATA: International Air Transport Association.
GHS: Globally Harmonized System of Classification and Labelling of Chemicals.
ACGIH: American Conference of Governmental Industrial Hygienists.
NFPA: National Fire Protection Association (USA).
HMIS: Hazardous Materials Identification System (USA).
WHMIS: Workplace Hazardous Materials Information System (Canada).
VOC: Volatile Organic Compounds (USA, EU).
LC50: Lethal concentration, 50 percent.
LD50: Lethal dose, 50 percent.

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Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

- Product Name** • **Asbestos, Chrysotile**
- Synonyms** • Chrysotile Asbestos; Serpentine chrysotile; White asbestos
- Product Code** • 02107A-AB; 02701-AB; 02740A-AB; 02740-AB

1.2 Relevant identified uses of the substance or mixture and uses advised against

- Relevant identified use(s)** • Laboratory standard in the microscopy laboratory

1.3 Details of the supplier of the safety data sheet

- Manufacturer** • SPI Supplies Division Structure Probe, Inc.
206 Garfield Ave.
West Chester, PA 19380
United States
<http://www.2spi.com>
SDS@2spi.com
- Telephone (General)** • 1-(610)-436-5400

1.4 Emergency telephone number

- Manufacturer** • 1-(800)-424-9300 - Chemtrec
- Manufacturer** • 1-(703)-741-5970 - Worldwide

Section 2: Hazards Identification

EU/EEC

According to: Regulation (EC) No 1272/2008 (CLP)/REACH 1907/2006 [amended by 2015/830]

2.1 Classification of the substance or mixture

- CLP** • Carcinogenicity 1A - H350
Specific Target Organ Toxicity Repeated Exposure 1 - H372

2.2 Label Elements

CLP

DANGER



- Hazard statements** • H350 - May cause cancer.
H372 - Causes damage to organs through prolonged or repeated exposure.

Precautionary statements

- Prevention** • P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P260 - Do not breathe dust.
P264 - Wash thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

P281 - Use personal protective equipment as required.

Response • P308+P313 - IF exposed or concerned: Get medical advice/attention.
P314 - Get medical advice/attention if you feel unwell.

Storage/Disposal • P405 - Store locked up.
P501 - Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is considered hazardous.

United States (US)

According to: OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Carcinogenicity 1A
Specific Target Organ Toxicity Repeated Exposure 1

2.2 Label elements

OSHA HCS 2012

DANGER



Hazard statements • May cause cancer.
Causes damage to organs through prolonged or repeated exposure.

Precautionary statements

Prevention • Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Do not breathe dust.
Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Wear protective gloves/protective clothing/eye protection/face protection.

Response • IF exposed or concerned: Get medical advice/attention.
Get medical advice/attention if you feel unwell.

Storage/Disposal • Store locked up.
Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

2.3 Other hazards

OSHA HCS 2012 • Under United States Regulations (29 CFR 1910.1200 - Hazard Communication Standard), this product is considered hazardous.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Asbestos, chrysotile	CAS:12001-29-5 EU Index:650-013-00-6	> 99.99%	NDA	EU CLP: Annex VI, Table 3.1: Carc. 1A, H350; STOT RE 1, H372 ** OSHA HCS 2012: Carc. 1A; STOT RE 1 (Lungs)	NDA

3.2 Mixtures

- Material does not meet the criteria of a mixture.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- | | |
|-------------------|---|
| Inhalation | • Move victim to fresh air. Give artificial respiration if victim is not breathing. Administer oxygen if breathing is difficult. If signs/symptoms continue, get medical attention. |
| Skin | • Wash skin with soap and water. Flush with copious amounts of water for 15 minutes. |
| Eye | • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. Get medical attention immediately. |
| Ingestion | • Obtain medical attention immediately if ingested. |

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- | | |
|---------------------------|--|
| Notes to Physician | • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred. |
|---------------------------|--|

Section 5 - Firefighting Measures

5.1 Extinguishing media

- | | |
|-------------------------------------|------------------------------|
| Suitable Extinguishing Media | • Water, Foam, Dry Chemical. |
|-------------------------------------|------------------------------|

- | | |
|---------------------------------------|---------------------|
| Unsuitable Extinguishing Media | • No data available |
|---------------------------------------|---------------------|

5.2 Special hazards arising from the substance or mixture

- | | |
|---|---|
| Unusual Fire and Explosion Hazards | • Negligible fire and explosion hazard. Toxic gases and asbestos particulate may be released in a fire. |
| Hazardous Combustion Products | • No data available |

5.3 Advice for firefighters

- Wear positive pressure self-contained breathing apparatus (SCBA). Structural firefighters' protective clothing will only provide limited protection.

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- | | |
|-----------------------------|---|
| Personal Precautions | • Ventilate enclosed areas. Do not walk through spilled material. Wear appropriate personal protective equipment, avoid direct contact. |
| Emergency Procedures | • As an immediate precautionary measure, isolate spill or leak area for at least 25 meters (75 feet) in all directions. Keep unauthorized personnel away. |

6.2 Environmental precautions

- Avoid run off to waterways and sewers.

6.3 Methods and material for containment and cleaning up

- | | |
|-----------------------------|--------------------------|
| Containment/Clean-up | • Avoid generating dust. |
|-----------------------------|--------------------------|

Measures

Use HEPA vacuum wet methods when feasible.
Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage**7.1 Precautions for safe handling****Handling**

- Use only with adequate ventilation. Minimize dust generation and accumulation. Wear appropriate personal protective equipment, avoid direct contact. Do not breathe dust. Avoid contact with skin, eyes, and clothing. Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco.

7.2 Conditions for safe storage, including any incompatibilities**Storage**

- Store in well-sealed container in cool, dry area in accordance with all current regulations and standards.

7.3 Specific end use(s)

- This item is not being offered for clinical or diagnostic applications, agricultural uses or for human or animal consumption. Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection**8.1 Control parameters**

Exposure Limits/Guidelines		
	Result	OSHA
Asbestos, chrysotile (12001-29-5)	TWAs	0.1 fiber/cm ³ TWA

8.2 Exposure controls**Engineering Measures/Controls**

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values. Ensure that dust handling systems (such as exhaust ducts, dust collectors, vessels and processing equipment) are designed in a manner to prevent the escape of dust into the work area (i.e., there is not leakage from the equipment).

Personal Protective Equipment**Respiratory**

- For limited exposure use an N95 dust mask. For prolonged exposure use an air-purifying respirator with high efficiency particulate air (HEPA) filters. Follow the OSHA respirator regulations found in 29 CFR 1910.134 or European Standard EN 149. Use a NIOSH/MSHA or European Standard EN 149 approved respirator if exposure limits are exceeded or symptoms are experienced.

Eye/Face

- Wear safety goggles.

Skin/Body

- Wear appropriate gloves. Wear long sleeves and/or protective coveralls.

Environmental Exposure Controls

- Controls should be engineered to prevent release to the environment, including procedures to prevent spills, atmospheric release and release to waterways. Follow best practice for site management and disposal of waste.

Additional Protection Measures

- An eyewash station and emergency shower must be available to the work station.

Key to abbreviations

NIOSH = National Institute of Occupational Safety and Health

OSHA = Occupational Safety and Health Administration

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

Section 9 - Physical and Chemical Properties

9.1 Information on Basic Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	White, gray, greenish, or yellowish, odorless, fibrous solid.
Color	White, gray, greenish, or yellowish.	Odor	Odorless
Odor Threshold	Data lacking		
General Properties			
Boiling Point	Data lacking	Melting Point/Freezing Point	> 500 °C(> 932 °F)
Decomposition Temperature	1000 °C(1832 °F)	pH	Data lacking
Specific Gravity/Relative Density	2.2-2.6 g/cc	Water Solubility	Data lacking
Viscosity	Data lacking	Explosive Properties	Data lacking
Oxidizing Properties:	Data lacking		
Volatility			
Vapor Pressure	Data lacking	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Data lacking	UEL	Data lacking
LEL	Data lacking	Autoignition	Data lacking
Flammability (solid, gas)	Data lacking		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable under normal temperatures and pressures.

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Avoid generating dust.

10.5 Incompatible materials

- Strong oxidizers, strong acids, and bases.

10.6 Hazardous decomposition products

- None known.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Components		
Asbestos, chrysotile (> 99.99%)	12001-29-5	<p>Multi-dose Toxicity: Inhalation-Hamster TCLo • 30 mg/m³ 6 Hour(s) 78 Week(s)-Intermittent; <i>Lungs, Thorax, or Respiration:Fibrosis (interstitial)</i>; <i>Lungs, Thorax, or Respiration:Changes in lung weight</i>; Inhalation-Rat TCLo • 8210 µg/m³ 6 Hour(s) 20 Day(s)-Intermittent; <i>Lungs, Thorax, or Respiration:Fibrosis (interstitial)</i>;</p> <p>Tumorigen / Carcinogen: Ingestion/Oral-Rat TDLo • 7100 mg/kg 39 Week(s)-Continuous; <i>Tumorigenic:Carcinogenic by RTECS criteria</i>; <i>Liver:Tumors</i>; <i>Kidney, Ureter, and Bladder:Kidney tumors</i>; Inhalation-Man TCLo • 400 mppcf 1 Year(s)-Continuous; <i>Tumorigenic:Carcinogenic by RTECS criteria</i>; <i>Lungs, Thorax, or Respiration:Fibrosis, focal (pneumoconiosis)</i>; <i>Lungs, Thorax, or Respiration:Tumors</i>; Inhalation-Rat TCLo • 11 mg/m³ 26 Week(s)-Intermittent; <i>Tumorigenic:Carcinogenic by RTECS criteria</i>; <i>Lungs, Thorax, or Respiration:Tumors</i></p>

GHS Properties	Classification
Acute toxicity	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Skin corrosion/Irritation	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Serious eye damage/Irritation	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Skin sensitization	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Respiratory sensitization	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Aspiration Hazard	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Carcinogenicity	EU/CLP • Carcinogenicity 1A; May cause cancer OSHA HCS 2012 • Carcinogenicity 1A
Germ Cell Mutagenicity	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
Toxicity for Reproduction	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
STOT-SE	EU/CLP • Data lacking OSHA HCS 2012 • Data lacking
STOT-RE	EU/CLP • Specific Target Organ Toxicity Repeated Exposure 1 OSHA HCS 2012 • Specific Target Organ Toxicity Repeated Exposure 1

Potential Health Effects

Inhalation

Acute (Immediate)

- Exposure to dust may cause irritation. Processes such as cutting, grinding, crushing, or impact may result in generation of excessive amounts of airborne dusts in the workplace. Nuisance dust may affect the lungs but reactions are typically reversible.

Chronic (Delayed)

- Overexposure to breathing asbestos may cause asbestosis, pulmonary fibrosis, mesothelioma, other lung disorders or cancer. All types of asbestos are known to cause inflammatory changes in lungs and pleurae. However, there is experimental and epidemiologic evidence that there may be differences in the potential of different asbestos types to produce disease. It has been suggested that crocidolite has greatest potential to produce disease; chrysotile, the smallest; with amosite occupying an intermediate position.

Skin

Acute (Immediate)

- Exposure to dust may cause mechanical irritation.

Chronic (Delayed) • No data available

Eye

Acute (Immediate) • Exposure to dust may cause mechanical irritation. Excessive concentrations of nuisance dust in the workplace may reduce visibility and may cause unpleasant deposits in eyes.

Chronic (Delayed) • No data available

Ingestion

Acute (Immediate) • Excessive concentrations of nuisance dust in the workplace may cause mechanical irritation to mucous membranes.

Chronic (Delayed) • No data available

Carcinogenic Effects

• Repeated and prolonged exposure may cause cancer.

Carcinogenic Effects				
	CAS	OSHA	IARC	NTP
Asbestos, chrysotile	12001-29-5	Specifically Regulated Carcinogen	Group 1-Carcinogenic	Known Human Carcinogen

Key to abbreviations

TC = Toxic Concentration

TD = Toxic Dose

Section 12 - Ecological Information

12.1 Toxicity

• Material data lacking.

12.2 Persistence and degradability

• Material data lacking.

12.3 Bioaccumulative potential

• Material data lacking.

12.4 Mobility in Soil

• Material data lacking.

12.5 Results of PBT and vPvB assessment

• No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

• No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste

• Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste

• Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	UN2590	Asbestos, chrysotile	9	III	NDA
IMO/IMDG	UN2590	ASBESTOS, CHRYSOTILE	9	III	NDA
IATA/ICAO	UN2590	White Asbestos (Chrysotile)	9	III	NDA

14.6 Special precautions for user • None specified.

14.7 Transport in bulk according to Annex II of Marpol and the IBC Code • Data lacking.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • Chronic

Inventory						
Component	CAS	Canada DSL	Canada NDSL	EU EINECS	EU ELNICS	TSCA
Asbestos, chrysotile	12001-29-5	No	No	No	No	No

Canada

Labor

Canada - WHMIS 1988 - Classifications of Substances

• Asbestos, chrysotile 12001-29-5 D2A

Canada - WHMIS 1988 - Ingredient Disclosure List

• Asbestos, chrysotile 12001-29-5 0.1 %

Environment

Canada - CEPA - Priority Substances List

• Asbestos, chrysotile 12001-29-5 Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

• Asbestos, chrysotile 12001-29-5 Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Asbestos, chrysotile 12001-29-5 1.0 fiber/cm³ Excursion Limit (See 29 CFR 1910.1001, 30 min); 0.1 fiber/cm³ TWA

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

• Asbestos, chrysotile 12001-29-5 Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Asbestos, chrysotile 12001-29-5 Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - CERCLA/SARA - Section 313 - Emission Reporting		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing		
• Asbestos, chrysotile	12001-29-5	Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - California - Proposition 65 - Developmental Toxicity		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - California - Proposition 65 - Reproductive Toxicity - Female		
• Asbestos, chrysotile	12001-29-5	Not Listed
U.S. - California - Proposition 65 - Reproductive Toxicity - Male		
• Asbestos, chrysotile	12001-29-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

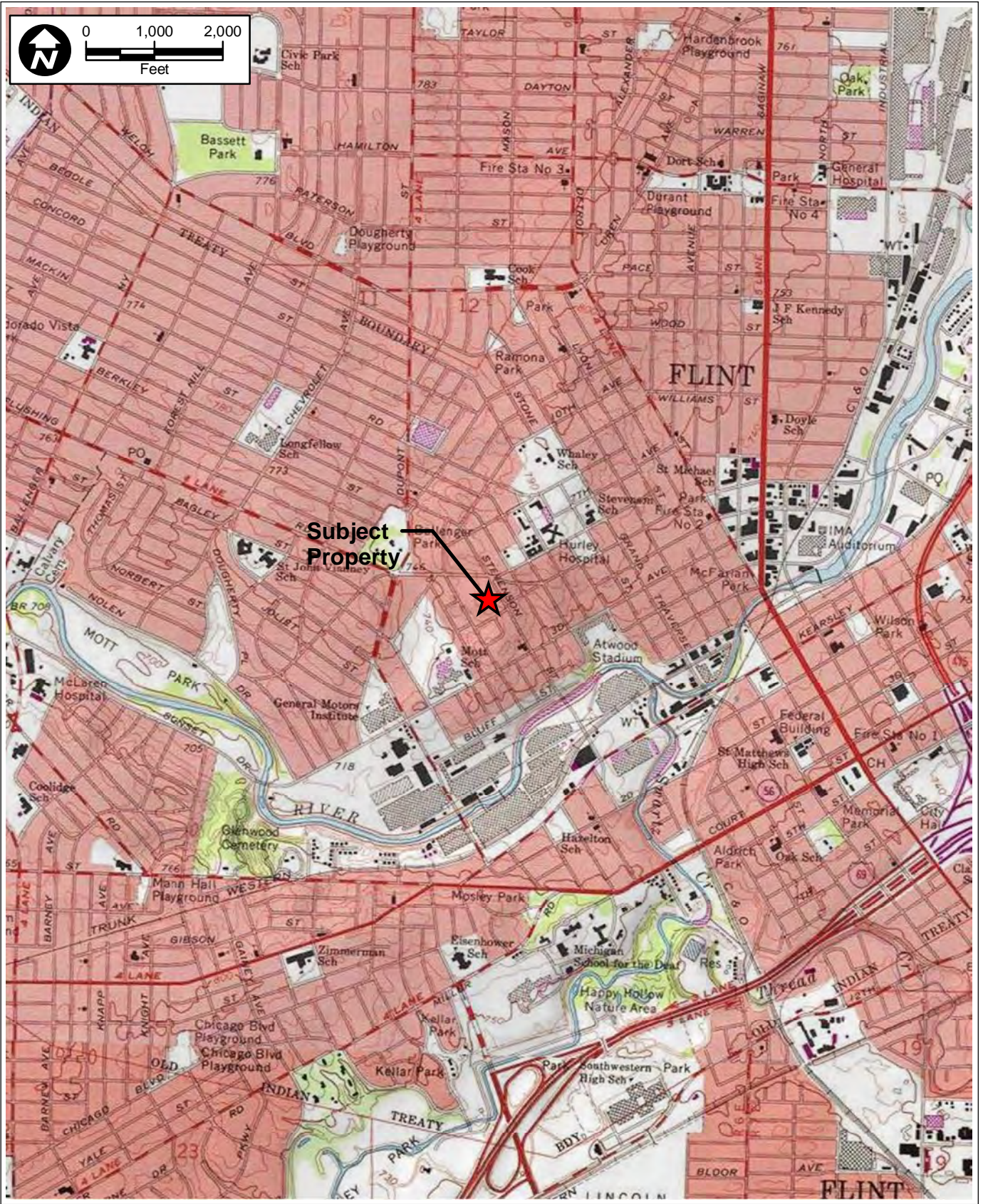
Revision Date	• 19/December/2016
Preparation Date	• 14/January/2016
Disclaimer/Statement of Liability	• Caution! Do not use SPI Supplies products or materials in applications involving implantation within the body; direct or indirect contact with the blood pathway; contact with bone, tissue, tissue fluid, or blood; or prolonged contact with mucous membranes. Products offered by SPI Supplies are not designed or manufactured for use in implantation in the human body or in contact with internal body fluids or tissues. SPI Supplies will not provide to customers making devices for such applications any notice, certification, or information necessary for such medical device use required by US FDA (Food and Drug Administration) regulation or any other statute. SPI Supplies and Structure Probe, Inc. make no representation, promise, express warranty or implied warranty concerning the suitability of these materials for use in implantation in the human body or in contact with internal body tissues of fluids. The information and recommendations set forth above are taken from sources believed to be accurate as of the date hereof, however SPI Supplies and Structure Probe, Inc. make no warranty with respect to the accuracy of the information or the

suitability of the recommendations, and assume no liability to any user thereof. The information contained in this sheet does not constitute a hazard assessment and should not be used in place of the user's own assessment of work place risks as required by other health and safety legislation. Be aware of the Structure Probe, Inc. Copyright Policy. Structure Probe, Inc. grants a nonexclusive license to make unlimited copies of this safety sheet for internal use only. Quite obviously, this information would pertain only to this material when purchased from SPI Supplies as product from other sources, with other ingredients and impurity levels could have substantially different properties.

Key to abbreviations

NDA = No Data Available

**APPENDIX B
SITE MAPS**



APPENDIX B
SITE LOCATION MAP
817 NORTH STEVENSON STREET
FLINT, MI. 48503

Sources: ECT, 2018.



APPENDIX C
SAFE/PROHIBITED WORK PRACTICES

SAFE WORK PRACTICES

The following safe-work practices shall be required at the site:

1. Eating, drinking, chewing gum or tobacco, smoking or any practice that increases the probability of hand-to-mouth transfer and ingestion of material will be prohibited in any area where the possibility of contamination exists.
2. Face and hands shall be thoroughly washed upon leaving a contaminated or suspected contaminated area before eating, drinking, or any other activities transpire.
3. Contact with potentially contaminated substances shall be avoided. Employees shall not walk through puddles, pools, mud, kneel on the ground, lean or sit on equipment, or place monitoring equipment, or tools on contaminated surfaces.
4. Employees shall not be permitted to wear contact lenses within a controlled area.

PROHIBITED PRACTICES

The following practices will be strictly forbidden during any work in controlled access areas:

- Horseplay;
- Fighting;
- Unnecessary sitting or kneeling on contaminated surfaces;
- Climbing on or over obstacles; and
- Entering the work site with safety equipment that has not been determined to be in proper working condition immediately prior to entry.

**APPENDIX D
MAP WITH DIRECTIONS
TO THE NEAREST LOCAL HOSPITAL**



817 Stevenson St, Flint, MI 48504 to Hurley Medical Center Emergency Room

Drive 0.5 mile, 3 min



Imagery ©2018 Google, Map data ©2018 Google 500 ft

817 Stevenson St

Flint, MI 48504

- ↑ 1. Head northwest on Stevenson St toward Flushing Rd 0.2 mi

 - ↘ 2. Turn right at the 2nd cross street onto Eighth Ave 0.2 mi

 - ↘ 3. Turn right at the 3rd cross street onto Patrick St 351 ft

 - ↙ 4. Turn left 148 ft
- i Destination will be on the right

Hurley Medical Center Emergency Room

1 Hurley Plaza, Flint, MI 48503

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

ATTACHMENT C

SUPPLEMENTAL ASBESTOS SAMPLING RESULTS DATED AUGUST 2020



August 13, 2020

Ms. Faith Finholm
452 S. Saginaw Street
2nd Floor
Flint, MI 48502-1832

Subject: 817 Stevenson, Flint, MI – Supplemental Asbestos Sampling Results

Dear Faith:

On July 28, 2020, ECT returned to 817 North Stevenson Street, in the City of Flint, Michigan to collect additional samples of suspect asbestos-containing materials (ACM) and to revise the estimated size of the beige 12x12 floor tile that was already determined to be ACM in the Asbestos and Hazardous Materials Survey, dated November 20, 2018.

Attachments to this memo include the Analytical Laboratory Report and Site Photographs. A photographic representation of the kitchen glue pods is missing from the site photographs, but they are located behind the kitchen cabinets in the apartment units.

Additional Samples

Below is a summary of the additional samples that were collected on July 28, 2020:

Sample Group	Matrix Description
CT-1 thru -3	Green Ceramic Tile, Grout, and Glue
BC-1 thru -3	Brown Vinyl Base Cover and Glue
ST-1 thru -3	Black/Brown Stair Tread and Glue
KGP-1 thru -3	Kitchen Glue Pods
WGP-1 thru -3	Window Glue Pods
WG-1 thru -3	Window Glue
WCF-1 thru -3	Window Caulk - Flexy
WCB-1 thru -3	Window Caulk - Brittle
2FT-1 thru -3	Blue Floral 12x12 Floor Tile
3FT-1 thru -3	Orange Floral 12x12 Floor Tile
4FT-1 thru -3	Floral and Squares 12x12 Floor Tile
5FT-1 thru -3	Diamond Pattern 12x12 Floor Tile

* All floor tiles were observed to be of the “stick and peel” variety; no mastic was observed.

Analytical Results

Below is a summary of the sample groups from July 28, 2020 that contain asbestos larger than 1%:

Sample Group	Matrix Description	Asbestos Type and %
WCF-1 thru -3	Window Caulk - Flexy	Chrysotile 3%
WCB-1 thru -3	Window Caulk - Brittle	Chrysotile 2%

All other sample groups collected on July 28, 2020 were determined as not containing asbestos.

Revised Floor Tile Estimation

ECT verified that the beige 12x12 floor tile identified in the entrances are also located within the utility rooms and the apartment units, primarily at the kitchens, bathrooms, and closets. Additionally, the beige 12x12 floor tiles were also observed in the basement, below the staircases.

Conclusions

Below is the revised summary of ACM at 817 North Stevenson Street, Flint, MI:

Matrix Description	Approximate Size	Type	Condition
Window Caulk - Flexy	~3,780 lin. ft	Miscellaneous Category II Non-Friable	Damaged
Window Caulk - Brittle	~3,780 lin. ft	Miscellaneous Category II Non-Friable	Damaged
Fire Doors – Brown Wood Exterior	92 Doors ~2,415 ft ²	TSI - Friable	Good
Ceiling Surface – White Textured	~56,304 ft ²	Surfacing - Friable	Partially Damaged
Beige 12x12 Floor Tile and Mastic	~12,468 ft ²	Miscellaneous Category I Non-Friable	Partially Damaged
Drywall Adhesive	~60,500 ft ²	Surfacing - Friable	Partially Damaged
Asphaltic Roofing Material	~18,700 ft ²	Miscellaneous Category I Non-Friable	Partially Damaged

There is also a pile of the beige 12x12 floor tile located at the southeastern exterior corner of Building A. The volume of the pile is estimated at approximately 32 ft³.

If you have any questions, please contact me.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

John J. D'Addona, P.E.

John J. D'Addona, P.E.

ECT Environmental
Consulting &
Technology, Inc.



BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
 NVLAP Accreditation #101510-0

Client Name: ECT
 Project Name: 817 Stevenson- 180307-9999
 Summary: 32 Submitted Bulk Samples, 53 Sample Layers Analyzed.

Date Sampled: 7/28/2020 Client P.O. #: N/A
 Date Submitted: 7/31/2020 C.O.C. #: N/A
 Date Analyzed: 8/3/2020, 8/5/2020 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos Containing Portion	Analyst
CT 1	CT 1	Cream tabular material, ceramic tile, grout and glue. Layer 1 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
CT 1	CT 1	Tan mastic material, ceramic tile, grout and glue. Layer 2 of 3.	NAD	Non-fibrous material 95% Cellulose fibers 5%	EE
CT 1	CT 1	Gray fibrous material, ceramic tile, grout and glue. Layer 3 of 3.	NAD	Non-fibrous material <1% Cellulose fibers >99%	EE
CT 2	CT 2	Cream tabular material, ceramic tile, grout and glue. Layer 1 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
CT 2	CT 2	Tan mastic material, ceramic tile, grout and glue. Layer 2 of 3.	NAD	Non-fibrous material 97% Cellulose fibers 3%	EE
CT 2	CT 2	White and gray fibrous material, ceramic tile, grout and glue. Layer 3 of 3.	NAD	Non-fibrous material <1% Cellulose fibers >99%	EE
CT 3	CT 3	Cream tabular material, ceramic tile, grout and glue. Layer 1 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
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Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
CT 3	CT 3	Tan mastic material, ceramic tile, grout and glue. Layer 2 of 3.	NAD	Non-fibrous material 97% Cellulose fibers 3%	EE
CT 3	CT 3	White and gray fibrous material, ceramic tile, grout and glue. Layer 3 of 3.	NAD	Non-fibrous material <1% Cellulose fibers >99%	EE
BC 1	BC 1	Brown tabular and rubbery material, base cover and glue. Layer 1 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
BC 1	BC 1	Tan mastic material, base cover and glue. Layer 2 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
BC 1	BC 1	White tabular and powdery material, base cover and glue. Layer 3 of 3.	NAD	Non-fibrous material 100%	EE
BC 2	BC 2	Brown tabular and rubbery material, base cover and glue. Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
BC 2	BC 2	Brown mastic material, base cover and glue. Layer 2 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	EE

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
NVLAP Accreditation #101510-0

Client Name: ECT
 Project Name: 817 Stevenson- 180307-9999
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Date Sampled: 7/28/2020 Client P.O. #: N/A
 Date Submitted: 7/31/2020 C.O.C. #: N/A
 Date Analyzed: 8/3/2020, 8/5/2020 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
BC 3	BC 3	Brown tabular and rubbery material, base cover and glue. Layer 1 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
BC 3	BC 3	Tan mastic material, base cover and glue. Layer 2 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
BC 3	BC 3	White powdery material, base cover and glue. Layer 3 of 3.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
ST 1	ST 1	Black tabular and rubbery material, stair tread and glue.	NAD	Non-fibrous material 99% Cellulose fibers 1%	EE
ST 2	ST 2	Black tabular and rubbery material, stair tread and glue. Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
ST 2	ST 2	Tan tabular and mastic material, stair tread and glue. Layer 2 of 2.	NAD	Non-fibrous material 95% Cellulose fibers 5%	EE
ST 3	ST 3	Black tabular and rubbery material, stair tread and glue. Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
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Client Name: ECT
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Date Analyzed: 8/3/2020, 8/5/2020 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
ST 3	ST 3	Tan mastic material, stair tread and glue. Layer 2 of 2.	NAD	Non-fibrous material 97% Cellulose fibers 3%	EE
KGP 1	KGP 1	Tan tabular and glue material, kitchen glue pods.	NAD	Non-fibrous material 98% Cellulose fibers 2%	EE
KGP 2	KGP 2	Tan fibrous material, kitchen glue pods. Layer 1 of 3.	NAD	Non-fibrous material 1% Cellulose fibers 99%	EE
KGP 2	KGP 2	Tan tabular and glue material, kitchen glue pods. Layer 2 of 3.	NAD	Non-fibrous material 95% Cellulose fibers 5%	EE
KGP 2	KGP 2	White tabular and powdery material, kitchen glue pods. Layer 3 of 3.	NAD	Non-fibrous material 96% Cellulose fibers 4%	EE
KGP 3	KGP 3	Tan tabular and glue material, kitchen glue pods.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
WGP 1	WGP 1	Cream tabular material, window glue pods. Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE



BULK SAMPLE ANALYTICAL REPORT

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Client Name: ECT
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Date Sampled: 7/28/2020
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Client P.O. #: N/A
 C.O.C. #: N/A
 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
WGP 1	WGP 1	Gray fibrous material, window glue pods. Layer 2 of 2.	NAD	Non-fibrous material 1% Cellulose fibers 99%	EE
WGP 2	WGP 2	Cream tabular material, window glue pods.	NAD	Non-fibrous material 100%	EE
WGP 3	WGP 3	Cream tabular material, window glue pods.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
WG 1	WG 1	Cream tabular material, window glue. Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
WG 1	WG 1	White and gray fibrous material, window glue. Layer 2 of 2.	NAD	Non-fibrous material 2% Cellulose fibers 98%	EE
WG 2	WG 2	Cream tabular material, window glue. Layer 1 of 2.	NAD	Non-fibrous material 98% Cellulose fibers 2%	EE
WG 2	WG 2	Gray fibrous material, window glue. Layer 2 of 2.	NAD	Non-fibrous material 1% Cellulose fibers 99%	EE

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
NVLAP Accreditation #101510-0

Client Name: ECT
 Project Name: 817 Stevenson- 180307-9999
 Summary: 32 Submitted Bulk Samples, 53 Sample Layers Analyzed.

Date Sampled: 7/28/2020 Client P.O. #: N/A
 Date Submitted: 7/31/2020 C.O.C. #: N/A
 Date Analyzed: 8/3/2020, 8/5/2020 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
WG 3	WG 3	Tan tabular material, window glue. Layer 1 of 2.	NAD	Non-fibrous material 99% Cellulose fibers 1%	EE
WG 3	WG 3	Cream granular material, window glue. Layer 2 of 2.	NAD	Non-fibrous material 99% Cellulose fibers 1%	EE
WCF 1	WCF 1	Gray tabular material, window caulk - flexy.	Chrysotile 3%	Non-fibrous material 82% Cellulose fibers 15%	EE
WCB 1	WCB 1	Gray tabular material, window caulk - brittle.	Chrysotile 2%	Non-fibrous material 96% Cellulose fibers 2%	EE
2FT 1	2FT 1	Cream tabular and granular material, blue floral 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
2FT 2	2FT 2	Cream tabular and granular material, blue floral 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
2FT 3	2FT 3	Tan tabular and granular material, blue floral 12 x 12 ft (stick and peel).	NAD	Non-fibrous material 100%	EE

BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
NVLAP Accreditation #101510-0

Client Name: ECT
 Project Name: 817 Stevenson- 180307-9999
 Summary: 32 Submitted Bulk Samples, 53 Sample Layers Analyzed.

Date Sampled: 7/28/2020 Client P.O. #: N/A
 Date Submitted: 7/31/2020 C.O.C. #: N/A
 Date Analyzed: 8/3/2020, 8/5/2020 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
3FT 1	3FT 1	Tan tabular and granular material, orange floral 12 x 12 ft (stick and peel). Layer 1 of 2.	NAD	Non-fibrous material 100%	EE
3FT 1	3FT 1	Tan tabular and caulk material, orange floral 12 x 12 ft (stick and peel). Layer 2 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
3FT 2	3FT 2	Tan tabular and granular material, orange floral 12 x 12 ft (stick and peel). Layer 1 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
3FT 2	3FT 2	Tan tabular and caulk material, orange floral 12 x 12 ft (stick and peel). Layer 2 of 2.	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
3FT 3	3FT 3	Tan tabular and granular material, orange floral 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
4FT 1	4FT 1	Tan tabular and granular material, flower/squares 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
4FT 2	4FT 2	Cream tabular and granular material, flower/squares 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE



BULK SAMPLE ANALYTICAL REPORT

Fibertec IHS Project # 43914-1
 NVLAP Accreditation #101510-0

Client Name: ECT
 Project Name: 817 Stevenson- 180307-9999
 Summary: 32 Submitted Bulk Samples, 53 Sample Layers Analyzed.

Date Sampled: 7/28/2020
 Date Submitted: 7/31/2020
 Date Analyzed: 8/3/2020, 8/5/2020

Client P.O. #: N/A
 C.O.C. #: N/A
 Report Date: 8/6/2020

Sample No.	Client I.D. No.	Description / Location	Asbestos Type	Non-Asbestos-Containing Portion	Analyst
4FT 3	4FT 3	Cream tabular and granular material, flower/squares 12 x 12 ft (stick and peel).	NAD	Non-fibrous material >99% Cellulose fibers <1%	EE
5FT 1	5FT 1	White tabular and granular material, diamond 12 x 12 ft (stick and peel).	NAD	Non-fibrous material 100%	EE
5FT 2	5FT 2	White tabular and granular material, diamond 12 x 12 ft (stick and peel).	NAD	Non-fibrous material 100%	EE
5FT 3	5FT 3	White tabular and granular material, diamond 12 x 12 ft (stick and peel).	NAD	Non-fibrous material 100%	EE

Comments

Bulk samples were analyzed using the USEPA Test Method EPA/600/R-93/116: Method for Determination of Asbestos in Bulk Building Materials and EPA-40 CFR Appendix E to Subpart 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples. The constituent percent reported represents an estimate of the area percent of the component. The test report relates only to items tested. This report is not intended to be used as a product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced, except in full, without the written approval of the laboratory. Individual sample layers are homogeneous, unless otherwise noted.

If no asbestos was detected in a sample the acronym NAD (no asbestos detected) will appear in the Asbestos Type column of the report.

Fine fibers like those in floor tile may not be discernible by this method.

Factors related to measurement uncertainty have been identified and are available up request.

Test items were received in acceptable condition unless otherwise noted. Revision 5.0 dated 08/27/19.

Approved Signatory: Phillip A. Katus

Date: 08/07/20

Fibertec
Environmental
Services

1914 Holloway Drive
Holt, MI 48842
Phone: 517 699 0345
Fax: 517 699 0388
email: lab@fibertec.us

Analytical Laboratory
8660 S. Mackinaw Trail
Cadillac, MI 49601
Phone: 231 775 8368
Fax: 231 775 8584

Industrial Hygiene Services, Inc.
1914 Holloway Drive
Holt, MI 48842
Phone: 517 699 0345
Fax: 517 699 0382
email: asbestos@fibertechs.com

Geoprobe
11766 E. Grand River Rd.
Brighton, MI 48116
Phone: 810 220 3300
Fax: 810 220 3311

Chain of Custody #
186800
PAGE 1 of 2

48914-1

Client Name: **ECT-Environmental Consulting + Technology, Inc.**

Contact Person: **Maura Gibbons**

Project Name/ Number: **817 Stevenson St.**

180307-9999

Email distribution list: **mgibbons@ectinc.com**

Quote#

Purchase Order#

Date	Time	Sample #	Client Sample Descriptor	MATRIX (SEE RIGHT CORNER FOR CODE)	# OF CONTAINERS	ASBESTOS - PLUM	PARAMETERS	MATRIX CODE	DELIVERABLES
7/28			CT-1 → 3	X	3	✓			Level 2
			BC-1 → 3	X	3	✓			Level 3
			ST-1 → 3	X	3	✓			Level 4
			KGP-1 → 3	X	3	✓			EOD
			WGP-1 → 3	X	3	✓			
			W6-1 → 3	X	3	✓			
			WCF-1 → 3	X	3	✓			
			WCB-1 → 3	X	3	✓			
			ZFT-1 → 3	X	3	✓			
			3FT-1 → 3	X	3	✓			

Comments: **RUN all layers. STOP @ first positive.**

Sampled/Relinquished By: **Maura Gibbons** Date/Time: **7/29/20** Received By: **via UPS**

Relinquished By: **G. Johnston** Date/Time: **7/31/20** Received By: **G. Johnston**

Relinquished By: **G. Johnston** Date/Time: **7/31/20** Received By: **Eric Carey**

Turnaround Time **ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY**

1 bus. day _____ 2 bus. days _____ 3 bus. days _____ 4 bus. days _____

5-7 bus. days (standard) Other (specify time/date requirement): _____

Please see back for terms and conditions

Matrix Code				Deliverables	
S	Soil	GW	Ground water	Level 2	
A	Air	SW	Surface water	Level 3	
O	Oil	WW	Waste Water	Level 4	
P	Wipe	X	Other: Specify	EOD	

Fibertec project number:

Temperature upon receipt at Lab:

LAB USE ONLY

9:57 08103120

Remarks:
 Ceramic tile, grout, + glue ✓
 Base cover + glue ✓
 Stair tread + glue ✓
 Kitchen glue pods ✓
 window glue pods ✓
 window glue ✓
 window caulk - flexy ✓
 window caulk - brittle ✓
 Blue Floral 12x12 FT (stick + peel) ✓
 Orange Floral 12x12 FT (stick + peel) ✓

Analytical Laboratory
1914 Holloway Drive
Holt, MI 48842
Phone: 517 699 0345
Fax: 517 699 0388
email: lab@fibertec.us

Industrial Hygiene Services, Inc.
1914 Holloway Drive
Holt, MI 48842
Phone: 517 699 0345
Fax: 517 699 0382
email: asbestos@fibertechs.com

Geoprobe
11766 E. Grand River Rd.
Brighton, MI 48116
Phone: 810 220 3300
Fax: 810 220 3311

Client Name: <u>ELT</u>		Contact Person: <u>M. Gibbons</u>		Project Name/ Number: <u>017 Sturson St.</u> <u>180307-9977</u>		Email distribution list:	
Quote#		Purchase Order#		MATRIX (SEE RIGHT CORNER FOR CODE)		PARAMETERS	
Date	Time	Sample #	Client Sample Descriptor	# OF CONTAINERS	Albestos - PUM		
<u>7/28</u>		<u>4FT-1 → 3</u>		<u>X</u>	<u>3</u>	<u>✓</u>	
		<u>SFT-1 → 3</u>		<u>X</u>	<u>3</u>		
Comments: <u>Run all layers. Stop @ first positive.</u>				Remarks: <u>Flow 1 squares 12x12 FT (shoe + peel)</u> <u>Diamond 12x12 FT (shoe + peel)</u>			
Sampled/Relinquished By: <u>M. Gibbons</u>		Date/Time: <u>7/29/00</u>		Received By: <u>Via UPS</u>			
Relinquished By: <u>G. Johnson</u>		Date/Time: <u>7/31/00</u>		Received By Laboratory: <u>G. Johnson</u>			
Relinquished By: <u>G. Johnson</u>		Date/Time: <u>7/31/00</u>		Received By Laboratory: <u>Rich</u>			
Turnaround Time ALL RESULTS WILL BE SENT BY THE END OF THE BUSINESS DAY				LAB USE ONLY			
1 bus. day		2 bus. days		3 bus. days		4 bus. days	
<input checked="" type="checkbox"/> 5-7 bus. days (standard)				Other (specify time/date requirement):			
Fibertec project number:				Temperature upon receipt at Lab:			

Please see back for terms and conditions


Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No.: 180307
Photo No. 1	Date: 7/28/2020		
Location: Bathrooms			
Description: Sample Group "CT" Green ceramic tile, grout, and glue.			

Photo No. 2	Date: 7/28/2020		
Location: Hallways and apartment units			
Description: Sample Group "BC" Brown vinyl base cover and glue.			


Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No. 180307
Photo No. 3	Date: 7/28/2020		
Location: Staircases			
Description: Sample Group "ST" Black/brown stair tread and glue.			

Photo No. 4	Date: 7/28/2020		
Location: All windows			
Description: Sample Group "WGP" Window glue pods.			

Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No.: 180307
Photo No.: 5	Date: 7/28/2020		
Location: All windows			
Description: Sample Group "WCF" Window caulk flexy.			

Photo No.: 6	Date: 7/28/2020		
Location: All windows			
Description: Sample Group "WCB" Window caulk brittle.			


Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No.: 180307
Photo No. 7	Date: 7/28/2020		
Location: All windows			
Description: Sample Group "WG" Window glue.			

Photo No. 8	Date: 7/28/2020	
Location: Occasional apartment units		
Description: Sample Group "2FT" Blue floral 12x12 floor tile.		

Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No. 180307
Photo No. 9	Date: 7/28/2020		
Location: Occasional apartment units			
Description: Sample Group "3FT" Orange floral 12x12 floor tile.			

Photo No. 10	Date: 7/28/2020		
Location: Occasional apartment units			
Description: Sample Group "4FT" Floral and squares 12x12 floor tile.			

Client Name: Genesee County Land Bank Authority		Site Location: 817 North Stevenson Street, Flint, MI	Project No.: 180307
Photo No.: 11	Date: 7/28/2020		
Location: Occasional apartment units			
Description: Sample Group "5FT" Diamond Pattern 12x12 floor tile.			

Photo No.: 12	Date: 7/28/2020		
Location: Southeastern exterior corner of Building A			
Description: A pile of approximately 32 ft ³ of the beige 12x12 floor tile.			

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- **WETLAND DELINEATION, PERMITTING, MITIGATION AND BANKING**

Specifications for Demolition of
817 North Stevenson Street
Flint, Michigan

August 19, 2020

Report Prepared For:

Genesee County Land Bank
452 South Saginaw 2nd Floor
Flint, Michigan

Report Prepared By:

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**ASTI Project No. 1-11430
GCLB Bid #19-018**

EPA Multipurpose

Grant Number: BF-00E02711-0

Prepared by:



David A. Amir, EP
Site Redevelopment Services Director

**Specifications for Demolition of the
Former Apartment Buildings at
817 Stevenson Street
Flint, Michigan 48504**

SCOPE OF SERVICE: DEMOLITION OF APARTMENT BUILDINGS AT 817 STEVENSON

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 Site Features Map

I: INTRODUCTION

The services required consist of the demolition and debris removal of three three-story vacant apartment buildings, located at 817 Stevenson Street in the City of Flint, Genesee County, Michigan (the Property). The purpose of this work is to remove the former multi-family residential structures and associated parking and utilities including the below ground infrastructure at the project site to prepare the site for future redevelopment. The project is to be conducted in accordance with the following specifications and performance requirements.

The Scope of Work includes demolition and debris removal of three buildings, parking areas, removal of existing debris and trash within the buildings and on the Property grounds. Contractor will also be responsible for termination and/or verification of termination of all utilities to the building.

II: CONTRACTUAL REQUIREMENTS

Contractors must comply with all federal and administrative requirements which will ensure that the work is performed and carried out in a safe and timely manner. It is the responsibility of the Contractor to provide and maintain all qualified personnel, equipment, materials and other resources necessary to perform activities identified in this Scope of Service. The Contractor will designate a Project Manager or designated representative who will serve as the Contractor's contact person and has final authority for the Contractor on all matters relating to the contract.

All files must be available for immediate review and inspection by the Owner or its authorized representative. All records under this contract will become the property of the Owner. Records must be maintained for a period of five years from the date of last payment under the contract.

The Contractor is responsible for obtaining all permits necessary to complete the scope of work specified in the project specification and assume any fees associated with doing so.

Coordinate with the Owner or its authorized representative on matters relating to project requirements, completion, and actions that require immediate attention or which impact the results or quality of the work to be performed.

Except as provided in the contractor's proposal and approved by the Owner, the Contractor cannot reassign or transfer work to subcontractors without authorization from the Owner. Contractor shall notify the Owner 72 hours in advance if a Subcontractor is to be employed for

the project and provide the Subcontractor(s) company name, address, telephone and fax number, and any applicable certifications/licenses related to the work to be performed, if not provided at the time the contract is signed. Written confirmation and authorization of proposed Subcontractor(s) will be provided to the Contractor within 72 hours of request.

Compensation is based on the approved schedule of fees, satisfactory completion of work, and the submission of a properly executed and completed request for payment forms. Completion dates are highlighted on the attached project schedule.

The selected contractor will provide a performance and payment bond equal to the full amount of the contract, holding the GCLBA harmless should the contractor fail to satisfactorily perform the scope of work identified in the project specification. The contractor will also provide proof of the insurance minimums as defined in Attachment A. The Genesee County Land Bank Authority (GCLBA) will be named as added insured.

The Contractor is responsible for the accuracy of the work performed and is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the Owner or its Authorized Representative will not relieve the Contractor of the responsibility for subsequent correction of any such errors and omissions and the clarification of ambiguities.

The Contractor shall take before and after pictures of sidewalks, drive approach, neighboring residences and/or structures, and all surrounding areas to document existing conditions.

The Owner or its Authorized Representative may monitor site activity during all phases of demolition and backfilling to ensure that all enumerated demolition activities are followed. Contractors are responsible for compliance with local, state, and federal regulations including allowing access of OSHA, EGLE and/or EPA personnel to enter the project site to review records, inspect demolition methods and conduct other associated compliance inspections.

While engaged in field operations, Contractor and authorized sub-contractors represent the GCLBA and are required to maintain a professional image throughout the project.

III: SITE PREPARATION

Part 1: Notification and Safety

Demolition shall be executed in an orderly and safe manner and shall not involve undue hazards to the general public or unnecessary risks to the workers.

During the course of all work on the site, all demolition contractors and authorized sub-contractors must wear appropriate personal protective equipment (PPE) including hard hats, hi-viz vests/clothing as the outer most layer, eye protection, and foot protection at all times while on the Property. Contractors are to conform to OSHA Standards 1910 Subpart I and MIOSHA Construction Safety Standards.

Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent properties. Ensure safe passage of people around demolition area and minimize exposure to dust and flying debris. The contractor shall adhere to the Michigan Manual for Uniform Traffic Control Devices for all vehicular and pedestrian detours around the construction zone.

Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. When required, fences and barriers should be a minimum of six feet high.

The barricades shall extend no further than four feet from the inside of the street curb.

In cases where scaffolding or other physical barricade is constructed due to proximity of demolition to nearby structures or pedestrians, utilize tarps, canopies, or other physical barrier to limit the spread of dust.

There shall be no storage of debris or equipment on the adjoining streets at any time during the project.

Any excavation or open hole in excess of 3' in depth left unattended is to be extended or partially filled to create a slope of no less than 10' in width on one of the four sides that would allow any person or animal falling into the hole to escape by climbing up a reasonably scalable slope. The maximum allowable slope shall be 34 degrees.

Slope shall be created out of clean site material free of debris to allow a clear and unobstructed path out of the depression and shall be compacted adequately to allow foot traffic.

At any time during the demolition process when an excavation or open hole and/or debris pile must be left unattended, a 6' tall perimeter safety barrier fence shall be erected and maintained around the entire circumference of the hole and/or debris pile.

A fence will be installed around the perimeter of the project site. The fence shall be 6' high and be constructed of sections of chain link fence with galvanized support posts no more than 8' spacing.

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

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

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

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

While in place, Contractor will adhere and enforce all required health and safety protocols addressing State of Michigan Executive Orders pertaining to the COVID-19 pandemic.

Contractors shall make all efforts to protect sidewalks and approaches from damage. The Contractor shall be held responsible for the replacement of any sidewalks or approaches damaged during the project unless otherwise specified by the Owner. Photographic evidence of preexisting sidewalk and/or approach damage will be required to waive the requirement of replacement.

The Contractor shall perform all work in a manner to ensure maintenance of fences, warning signs, lights and danger signals intended for the protection of life and property, along all adjacent streets and walks. Signs must be posted during all phases of demolition to prevent trespassing.

Prohibit heat sources, flames, ignition sources, and smoking within or near adjacent properties.

Contractor will be responsible to submit and implement a Rodent Mitigation Plan prior to initiation of demolition activities onsite.

Part 2: Utilities and Existing Site Improvements

Work shall be scheduled to provide the most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to the start of demolition. Utility shutoff documentation will need to be provided to the Owner or their authorized representative prior to initiating demolition activities.

The Contractor will meet with representatives of the utility providers to review work site operations in the event that demolition would likely have an adverse impact on existing systems, properties, or persons prior to commencement of operations.

Any accidental damage or break of any live utility lines will be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's own expense.

The Contractor shall protect all structures, conduits, wires, pipes, sewers and drains that are to remain in place from damage. The contractor will work with utility officials to confirm that all sewer lines connected to structures are cleared and securely capped; such lines do not have to be capped at the main. A concrete bulkhead shall be placed in all existing sewers encountered on the Property unless waived by the Owner or its authorized representative.

Any existing surface drainage or drainage structures and improvements will not be obstructed or impaired in any manner.

Contractor shall protect catch basins on site from sediment accumulation and prevent soil erosion run-off from site for the duration of the project

Living trees will not be disturbed by the Contractor unless disturbance or removal is absolutely necessary to clear the parcel. Trees that are dead, rotten, or in jeopardy of falling are to be removed by the contractor. If questions arise as to what comprises a tree, determination is to be made by the Owner or its authorized representative. All trees of a diameter of 6" or greater located outside of ten feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by the Owner's Representative.

Contractor must provide and maintain suitable temporary sanitary toilet facilities and hand wash station(s) on-site for all workers or visitors to the site. These facilities shall be removed from the site upon completion of the project. Any soil and material contaminated by the temporary toilet facilities shall be removed and replaced, at Contractor's cost, with fresh, clean material and the site shall be left in a clean, sanitary condition.

IV: DEMOLITION

Part 1: Execution

Conduct demolition operations to prevent injury to community residents and workers, and damage to adjacent buildings and facilities.

Contractor shall comply with 1974 PA 53 and will notify the public utilities of the proposed demolition at least 72 hours prior to the commencement of such activities by contacting MISS DIG at 1-800-482-7171, and any utility providers not subscribing to MISS DIG.

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

Remove structural framing members to ground to avoid free fall, ground impact, and dust generation.

Break and remove all concrete, unless otherwise specified in the job plans to remain.

Completely remove all buildings, structures, facilities, and other debris on the **Property**. This includes all subsurface structures that may be present, including subgrade exterior walls, subgrade walls, subgrade floors, foundations, and footings. On-site curbs, sidewalks, asphalt, storm sewers and components, domestic water or other piping, under drain and gutter systems, conduit, wire, gas piping or valves, catch basins or manholes are to be removed by the contractor. Off-site sidewalks and curbs shall remain in place. Contractor shall protect these areas during all demolition activities.

Use of explosives is not permitted.

Intentional burning of wood, debris or existing structures is not permitted.

The work area is limited to the Property boundary. For additional details refer to the attached map illustrating the project site boundaries. If additional workspace is required, Contractor will, at his/her expense, make the necessary arrangements to obtain additional workspace. Creation of a nuisance at the work site is prohibited.

The contractor shall only cross off-site sidewalks that are necessary for demolition. Contractors will make all provisions to not damage existing off-site concrete and off-site sidewalks.

No existing public streets or curbs shall be removed or damaged, and all streets shall be kept open and clear of debris and litter.

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

Protect subgrades from softening or damage by rain or water accumulation.

From the commencement of the Work until final completion of the Work, the Contractor shall ensure that no building or structure is left in a precarious or dangerous condition that may cause direct harm to nearby properties or persons at any time.

Unless a lead inspection has confirmed that no lead-based paint is present in a structure, daily sampling and analysis for airborne concentrations of lead dust in accordance with 29 CFR Part 1926.62/MIOSHA Part 603 shall be conducted. Sampling will be required only during structural demolition and may be discontinued during load-out. At no time may any workers be exposed to lead in excess of the permissible exposure limit (PEL) of 50 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$). Sampling data will be submitted to the GCLBA as completed to demonstrate compliance with OSHA, as well as to demonstrate no fugitive emissions with elevated lead levels are leaving the site.

Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Promptly repair damages to adjacent facilities or properties caused by demolition operations. Any damage to surrounding buildings or property will be repaired by the Contractor at their expense.

Only backhoes, excavators, dozers, crawlers, dumpers, compactors or other gas or diesel-fueled equipment which is compliant with 40 CFR 89; 40 CFR 1039 and 40 CFR 1068 shall be used on declared Ozone Action Days. Contractors shall enroll in the EPA's *EnviroFlash* system to receive six-day Air Quality Index (AQI) forecasts to anticipate Ozone Action Days and adjust demolition schedules, as necessary.

Part 2: Dust Suppression

Contractor shall use all means necessary to control dust on and near the project site resulting from work activities. The Contractor should use water mist, temporary enclosures, and other suitable methods to prevent the spread of dust and dirt during all demolition activities.

The demolition contractor should keep all building components adequately wet during all phases of demolition and debris removal to prevent the release of particulates into the air and to minimize the spread of dust. This must include the application of water during knockdown and load-out, also referred to as “wet-wet” demolition. Prior to commencing with demolition, contractor will prepare for the prevention of potential water runoff during wetting activities.

Wetting may include the use of a cherry picker or bucket lift to ensure proper wetting of higher elevation surfaces prior to and during demolition and/or in cases when the structure is unsafe to enter prior to demolition. Water must be applied directly to the point of impact to maximize dust control.

Contractors are responsible for procurement of a consistent water source such as a hydrant permit or water trucks for the duration of demolition activities. Upon completion of the work, all temporary water lines installed by the Contractor shall be removed by the Contractor.

Direct water, use misting nozzles, and utilize erosion control measures to prevent erosion or displacement of soils, and discharge of soil-bearing water runoff or settled airborne dust onto adjacent properties, drives and walkways. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

The Contractor or Contractor’s designated representative is responsible for monitoring the dust generated from all the demolition activities at the site and for the implementation of the dust suppression measures. The intent is to minimize the possibility of impacting neighboring properties with fugitive dust that crosses the site Property lines. If a complaint is received, or in the opinion of the Owner or their duly authorized representative, fugitive dust emissions are present, the process causing the concern shall be halted immediately until the issue is investigated and a satisfactory resolution or engineered control can be implemented.

Demolition activity, which will create excess fugitive dust in temperatures below freezing, will employ a mixture of water and/or other suppressant agents approved by the owner or owner’s representative prior to use. Alternative dust suppressant agents and procedures for their

application must be in compliance with “MDEQ Guidelines for Selecting Dust Suppressants to Control Dust and Prevent Soil Erosion”, February 2014.

During high wind weather conditions (i.e. above 25 mph) the contractors shall limit the work to those demolition activities that generate lesser amounts of fugitive dust, such as avoiding or minimizing knockdown and earthwork activities.

V: DEMOLITION WASTE AND DEBRIS REMOVAL

Clearing the site of demolition waste and debris includes: remove and dispose of all materials and debris in compliance with federal, state or local requirements,; and compaction, as required. Provide for erosion control and other incidentals necessary to satisfactorily complete the improvement removal.

All debris shall go to a licensed Type II sanitary landfill or Type III construction debris landfill, as appropriate, unless otherwise approved or directed by the Owner. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection on a daily basis, as requested.

Except for items indicated to remain the Owner/Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of or recycled legally. On-site storage or sale of removed items is prohibited. There shall be no storage of debris or equipment on the adjoining or nearby roads at any time.

Load-out of demolition debris shall be completed within 14 days following demolition.

All excess material (e.g., demolition rubbish, debris) and equipment (e.g., barricades, scaffolds etc.) used by the Contractor shall be promptly removed from the premises when no longer required for completion of the Work.

Demolition materials and debris shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air.

Parking of roll-off bins and dump trucks is strictly prohibited in front of occupied houses and/or other buildings during debris removal.

The Contractor shall cover all roll-offs after placement of debris therein and shall ensure that all dumpsters remain covered when not in use. Full roll-offs shall be removed promptly from the site and transported to the selected disposal site.

The Contractor shall be responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan and DOT regulations.

Copies of the disposal receipts for each load removed from the project site must be maintained for each day and made available for inspection, as requested. All disposal manifests shall be furnished to the Owner or its authorized representative.

Clean adjacent buildings, driveways, and improvements of dust, dirt and debris caused by demolition operations. The Contractor shall, at their expense, return adjacent areas to their original condition before the start of the project.

Any debris or sediments deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractor's expense.

At the completion of demolition activities, GCLBA or their representative shall inspect the site to verify the completion of all demolition activities prior to site restoration.

VI: SITE RESTORATION

Part 1: Earthwork and Backfill Management

All excavations shall be backfilled consistent with adjacent grade level with compacted engineered backfill per the following requirements:

1. Contractor shall provide suitable clean fill material which is equivalent to Michigan Department of Transportation (MDOT) Class II granular material.
2. Documentation shall be provided to the Owner or its authorized representative as to the origin and environmental condition of backfill material. Appropriate documentation shall consist of a certification letter from the borrow pit; or sieve analysis test results of the fill material to be provided. All cost associated with testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor.

The written certification must include at a minimum the following affirmative statements:

1. the origin of the backfill material and address location
2. no evidence of known or suspected sources of environmental contamination that may have impacted the proposed backfill materials

3. the backfill materials are from a native soil source and are homogeneous in nature and general composition
4. the backfill materials are free from debris, large rocks, concrete, or other conditions which would make the material unsuitable for use as backfill, and meet the backfill specifications established by the GCLBA

Approval and relocation of backfill materials are conditioned upon submittal of the information described above. Notification must be provided in advance to the GCLBA and its authorized representative.

During backfilling operation, Contractor is required to submit weekly backfill material tracking logs showing source and end use locations, quantities, dates.

The Owner reserves the right to reject backfill materials generated if deliverables, as described above, are not completed properly and in their entirety. No backfill material will be transported to the site prior to Owners written approval.

The Owner reserves the right to refuse any approved backfill material for any breach of policy, specifications and/or violation of applicable laws and regulations at any time.

Part 2: Stockpiling

All stockpiling or staging locations shall be approved in advance by the Owner and/or authorized representatives. Any location not deemed appropriate is at contractor's sole risk and may result in denial of material for use as backfill.

Authorized agents or representatives of the Owner shall be granted reasonable access to inspect the stockpile location and activity conducted thereon.

Prior to proceeding with stockpiling, the contractor shall submit and implement an approved dust control and monitoring plan to address all sources of fugitive emissions from the site. The plan must include the following information for each proposed stockpile site:

The means, methods, and procedures, including appropriate engineering controls and misting operations to be utilized to control total suspended particulates and dust, and must limit potential fugitive dust emissions offsite.

Soil erosion controls in accordance with the City of Flint and Genesee County guidelines (attached).

Wet sweeping of public roads, when significant track-out onto adjacent public roadways at frequency necessary to prevent dust emissions.

Stockpile soil materials away from edge of excavations.

Protect soils from freezing temperatures and frost.

When water sprayers are used to prevent fugitive dust emissions, Contractors are responsible for procurement of consistent water source such as a hydrant permit or water trucks for duration of stockpile use. The Contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of water shall not result in or create hazardous or objectionable conditions.

Measures and procedures to prevent track out of soil that may result in a dust problem should be followed. When necessary, vehicles shall be thoroughly washed prior to leaving the Site. In the event that washing is required, care shall be taken with respect to the wash water produced from the cleaning operation that prohibits off-site runoff.

Any soils encountered during demolition activities that are suspect of contamination will require waste characterization prior to removal from site. No contaminated soil may be stored improperly on site at any time. Soils will either be left in place, or stored in drum or covered roll-off boxes while awaiting characterization results and landfill approvals.

The contractor shall be required to remedy any damages to the surrounding properties if control measures fail as a result of stockpile operations.

Part 3: Execution of Excavation and Backfill

Contractor shall provide erosion control measures to prevent erosion or displacement of soils, and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.

Contractor shall comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by backfilling operations.

All open excavations shall be backfilled within five (5) business days following excavation inspection. If excavations must be left overnight or unattended, Contractor must comply with 29 CFR 1926 Subpart M regarding fall protection.

Contractor shall remove vegetation, topsoil, debris, trash, wet and unsatisfactory soil materials, obstructions, and deleterious materials from all disturbed ground surfaces prior to excavation inspection and placement of fills. Dispose of removed materials in a manner satisfactory to the Owner and local governing agencies.

Contractor shall prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding project site and surrounding areas.

Prior to placing fill material, the following procedures must be followed:

1. Drain water, and remove muck, mud, debris, and other unsatisfactory material by using acceptable equipment and methods that will keep natural soils underlying low areas dry and undisturbed.
2. Remove temporary protection measures before placing subsequent fill materials.
3. Place backfill and fill materials in layers not more than 18 inches in loose depth, using appropriate methods of compaction. All backfill soils will be compacted to 95% of a standard proctor (ASTM D-698). Compaction testing is required for all excavations exceeding three feet in depth. The contractor is responsible for retaining a third party to conduct aforementioned compaction testing.

When performing backfilling operations during periods of prolonged wet or dry conditions, provide adequate measures for surface drainage or ground water and moisture control of the soils (i.e. wetting or drying, scarify and disking) so as to place and compact the soil within the moisture content range of a few percentage points of its optimum water content.

Water pumped out of excavations shall be disposed of onsite and will not be discharged to the municipal storm drainage system or to surface waters unless approval to do so has been documented by the Owner.

Part 4: Grading

Site restoration includes application of topsoil and grading all disturbed areas. After demolition and completion of backfilling activities, the disturbed areas of the project site shall be graded uniformly to conform to pre-existing grades of the adjoining areas. The leveling of the site surface shall be done in a way to prevent excessive runoff into the abutting street or property, or

cause pooling in the site and must provide a smooth transition between existing adjacent grades and new grades.

Six inches of screened topsoil must be applied in the disturbed areas of the project site according to the following specifications:

Topsoil must be free of pulverized building materials and construction debris.

Topsoil shall contain minimum of 4 percent and maximum of 25 percent organic matter.

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

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

Rototill top 6 inches of soil surface. Mix in sandy loam soil and amend with compost in 3:1 ratio. Do not compact uppermost layers. Contractor will provide source documentation for soils and compost.

Rototill top 6 inches of soil surface. Apply seed mix with biodegradable seed germination/erosion control blanket or hydro-seeding. Do not compact uppermost layers.

Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances. At the completion of the Work, the premises shall be left rake clean at final grade.

Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

Restore appearance, quality, and condition of finished surfacing to match adjacent grades, and eliminate evidence of restoration to the greatest extent possible.

Part 5: Seeding and Watering

Site shall be seeded with 100% Dutch white clover and shall be applied at a rate of rate of 2 oz. of seed per 1,000 sq. ft.

Mulch entire planting area using straw to ensure proper moisture levels. Remove bale string from the project site.

Contractor must demonstrate that the site has been watered within 7 days of the seeding date sufficient to allow for seed germination. Contractors are encouraged to use weather forecasts to

plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.

Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

Any areas disturbed by construction activities shall be re-graded and reseeded, as needed. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion.

After load-out sidewalks and streets shall be swept clean and washed down.

VII: INSPECTIONS

The Owner or its authorized representative may monitor the project site during all phases of demolition and backfilling operations including examination of the type and placement of backfill material used and to ensure that all enumerated demolition and site restoration protocols are followed.

Additionally, contractors are required to allow OSHA, EGLE and EPA personnel to freely enter the project site to review any records, inspect any demolition method, and sample or observe any emissions.

VIII: TIMELINE

The master project schedule is attached for review. It is anticipated that the selected contractor will receive notification from the GCLBA on or about September 29, 2020. It is anticipated that demolition will begin following abatement. Backfill and rough grading will be complete by December 4, 2020. Final grading and seeding will be completed by April 30, 2021.

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested and written approval must be received in writing from the Owner or its authorized representative.

IX: SUBMITTALS

Part 1: Notifications

The Contractor shall receive written notification of approval of its proposal from the GCLBA before proceeding with demolition work.

10 days prior to beginning site activities the selected Contractor must submit an electronic notification of Intent to Renovate/Demolish with the Michigan Department of Environment, Great Lakes and Energy (EGLE) Air Quality Division and the Michigan Department of Labor and Economic Opportunity (LEO) Asbestos Program with copies to the Owner or its authorized representative.

The Contractor is required to submit a project status via e-mail every Thursday by 3pm of the weekly activities, and the proposed site activities for the coming work week. This communication will allow the GCLBA or the Representative to coordinate project site visits and keep up with daily site activities.

Contractor shall notify the Owner 72 hours in advance if a new Subcontractor is to be employed for the project, and shall provide the Subcontractor(s) company name, address, telephone and fax number, if not provided at time contract is signed.

Part 2: Deliverables

Prior to proceeding with demolition activities, Contractor shall submit to Owner or Owners Representative the following deliverables at least 5 days prior to initiating demolition activities:

1. Proof of 10-day notice of Intent to Renovate/Demolish with EGLE and MIOSHA
2. Schedule of demolition activities including a detailed sequence of demolition and removal work, with starting and ending dates for each activity.
3. Work plan including the means, methods, and procedures proposed for removal and disposal of all debris created during the demolition.
4. Health and safety plan including means, methods and procedures proposed to address on-site hazards and protective measures to be employed during demolition and earthwork activities on site.
5. Backfill Source Documentation
 - a. For all backfill, contractor is required to submit weekly backfill tracking logs showing source and end use locations, quantities, and dates
6. Topsoil Source Documentation

X: 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 Owner, 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 Contractors' bid for that structure(s).

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested in writing and written approval must be received from the Owner or its authorized representative.

The Owner reserves the right to revise these specifications over time to maximize efficiency and minimize demolition-associated hazards, as appropriate.

XI: DEFINITIONS

ADEQUATELY WET – Sprayed, misted, mixed, or penetrated with liquid to an extent that suppresses the release of visible emissions and particulate matter.

AUTHORIZED REPRESENTATIVE – An additional party granted specific ability to speak or act on behalf of the Owner.

BACKFILL – Material with which excavations or open holes shall be filled to Final Grade Level and that has been previously approved for use according to Specifications.

BULLETINS – Any additional Contract provisions, changes, revisions or clarifications of the Contract Documents issued in writing by the Director; on behalf of the GCLBA, to prospective proposers prior to the receipt of the proposals.

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

COMPLETE WORK – Contractor's compliance with all licensing, permit, safety, and environmental requirements as well as site clearance, demolition of all buildings to include exterior walls, basement walls, basement foundations, footings, and slab-on-grade, appurtenances, contiguous buildings, fences, concrete walks, drives, transportation of debris, and backfilling and finishing the site surface with a Final Grade.

CONTRACT or CONTRACT DOCUMENTS – All directions, requirements, standards, terms and conditions of performance as specified in this RFP in addition to any additional Contract provisions, changes, revisions or clarifications authorized by the GCLBA or its authorized designee.

CONTRACTOR – The individual or legal entity contracting with the GCLBA for performance of the prescribed Work.

EXTRA WORK – Work other than that expressly stated or implied in the Contract Documents at the time of execution of the Contract.

FINAL GRADE – Removing all excess material, rubbish, and debris from the premises, and leveling the surface of the site to conform to the grade of the abutting properties. The leveling of the site surface shall prevent excessive liquid run off into the abutting street, alley or adjacent properties and shall not cause pooling.

FOUNDATION – All parts of a demolished structure still existing in the ground after knockdown and load-out, including but not limited, to basement walls, basement foundations, footings and slab on grade foundations.

FUGITIVE DUST – All particulate matter caused by demolition activities and that is suspended in the air and could spread to nearby areas.

KNOCKDOWN – Physical demolition of the structure and placement of all debris into the basement area or in a single pile within the footprint of the former structure.

LOAD-OUT or LOAD-OUT PHASE – The wetting down and removal of demolition debris from the demolition site after Knockdown, occurring prior to the removal of the Foundation.

NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) – Air quality standards issued under the Clean Air Act for emissions standards set by the United States Environmental Protection Agency (EPA) for an air pollutant not covered by The National Ambient Air Quality Standards (NAAQS) that may cause an increase in fatalities or in serious, irreversible, or incapacitating illness.

NOTICE – Written notice or documentation.

EXCAVATION OR OPEN HOLE – A depression in the earth resulting from excavation and removal of all demolition debris and the Foundation of the structure after Knockdown.

OWNER – As used in these specifications "Owner" refers to the contracting entity, either the GCLBA or its agencies and does not necessarily imply ownership of the real Property.

PAYMENT BOND – Bond secured by the Contractor that assures payment as required by law to all persons supplying labor and material in the execution of the Work provided for in the Contract.

PERFORMANCE BOND – Bond executed in connection with a Contract to secure fulfillment of all the Contractor's Contractual obligations.

PERSONAL PROTECTION LEVEL – Designated levels of skin, eye, and respiratory protection required for hazardous materials workers and as defined by MIOSHA.

PERMIT – Official certificate that authorizes performance of a specified activity (i.e., construction, repair, demolition), issued by the approving authority with proper jurisdiction.

REQUEST FOR PAYMENT – Invoice submitted by the Contractor for Work performed under the Contract according to the specifications outlined in Section IX, Part 2.

RESPONSIVE PROPOSAL – A proposal that conforms, in all-material aspects, to the terms, conditions, specifications and requirements of the solicitation.

SCOPE OF WORK – Encompasses all Contract performance requirements expressly stated or implied that are required to be furnished and completed by the Contractor in order to properly satisfy all Contract terms and conditions, except "Extra Work" as defined herein.

SITE – The area bounded by the perimeter of the address supplied in the Contract or Notice to Proceed in which the Contractor has agreed to confine its operations. In special cases this may include other adjacent areas as designated by the Owner or Authorized Representative.

SPECIFICATIONS – Any and all directions, requirements, standards, terms and conditions of performance as specified in this RFP and other Contract Documents.

SUBCONTRACTOR – A person, firm, corporation, or party other than the Contractor or its employees that Contracts with the Contractor to furnish labor; labor and materials; or labor and equipment at the site, but shall not include any party who furnishes only materials or equipment. All subcontractors must be approved in advance by the GCLBA.

SURETY BOND – As referred to in this document; includes a Performance and Payment Bond as defined above and shall satisfy the requirements of 24 CFR 85.36(h)(1)-(3).

TOXIC MATERIALS – means any of 77 toxic substances and 63 flammable substances under the accident prevention provision of Section 112(r) of the Clean Air Act (CAA) and listed in Title 40, Part 68 of the Code of Federal Regulations (CFR); that in sufficient concentration, alone or in combination, poses a severe threat of gross damage to or

destruction of the health, safety, or welfare of human, animal, or desirable plant life, or of the environment. Also see, Michigan Fire Prevention Code, Michigan Public Act 207 of 1941. It is important to note that Toxic Materials are a sub-set of Hazardous Materials consequently regulations concerning such substances are thoroughly addressed at the State and Federal Levels.

TYPE II LANDFILL – A permitted and licensed municipal solid waste landfill.

UTILITIES – All public or private utility companies.

UNBALANCED PROPOSAL – A Proposal offer that contains a substantial variation in price to the extent that it affects the proposal process by giving the Proposer an advantage or benefit not allowed other Proposers.

WET-WET – The application of water to structure and debris during all phases of Knockdown and Load-Out.

WORK – The explicit and implicit Contract Requirements as defined in the Scope of Services.

XII: REFERENCES

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents, including, but not limited to the following:

US EPA, 40 CFR Part 61, Subpart M: "National Emission Standards for Hazardous Air Pollutants"

OSHA, 29 CFR Part 1926.1101/MIOSHA Part 602: "Asbestos in Construction Standard"

Michigan Public Act 154 of 1974: "Michigan Occupational Safety and Health Act"

Michigan Public Act 440 of 1988: "Asbestos Workers Accreditation Act"

US DOT, 49 CFR Parts 171 and 172: "Hazardous Materials Regulations"

US EPA, "Clean Air Act" Section 114 A

US EPA, NESHAP Standard Subpart M, Sec 61.145 (a): "Standard for Demolition and Renovation"

US EPA, 40 CFR 89: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"

US EPA, 40 CFR 1039: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"

US EPA, 40 CFR 1068: "General Compliance Provisions for Highway, Stationary, and Non-Road Programs"

MDEQ, Natural Resources and Environmental Protection Act, Part 201: "Environmental Remediation: Generic Cleanup Criteria for Unrestricted Residential Use"

OSHA, 29 CFR 1926 Subpart M: "Fall Protection".

OSHA 29 CFR Part 1926.62/ MIOSHA Part 603 "Lead in Construction Standard"

40 CFR Part 257 and 40 CFR Part 258 - Non-Hazardous Waste

40 CFR Part 261 – Identification and Listing of Hazardous Waste

40 CFR Part 263 – Standards Applicable to Transporters of Hazardous Waste

40 CFR Part 264 – Standards for Hazardous Waste Treatment, Storage, and Disposal Facilities.

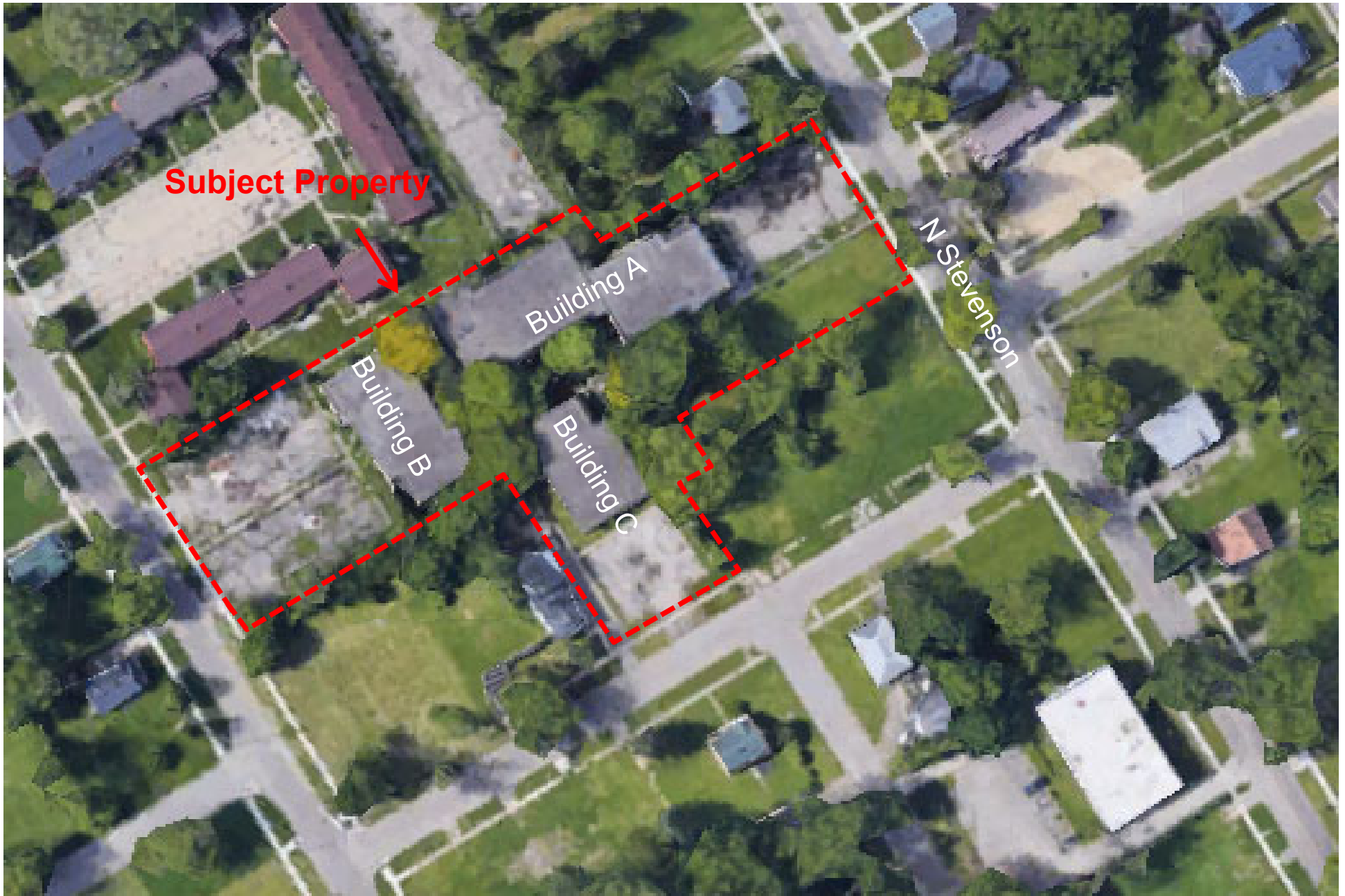
40 CFR Part 273 – Universal Waste Management

40 CFR Part 279 – Standards for the Management of Used Oil

40 CFR Part 761 – Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions

49 CFR Part 171 – Department of Transportation (DOT) General Information, Regulations, and Definitions

49 CFR Part 172 – DOT Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements.



817 N Stevenson St (Parcel NO 40-12-358-049)

Flint, MI



Created for: Genesee County Land Bank Authority
Created by: SJS, August 21, 2020
GCLBA Project No: 19-018

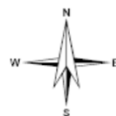


Figure: Site Features Map

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



NOTICE TO ALL CONTRACTORS

Genesee County Land Bank Authority (GCLBA) encourages contractors to reach out to regulators and authorities as necessary to answer questions. This Memorandum, prepared on June 26, 2020 is a consolidation of the guidance received over the years from regulators. This information is considered to be an enforceable portion of an executed contract. Upon signing a contract with the GCLBA, 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.

ABBREVIATIONS

- ACM- Asbestos Containing Material
- RACM- Regulated Asbestos Containing Material
- MIOSHA- Michigan Occupational Safety and Health Administration
- LARA- Michigan Department of Licensing and Regulatory Affairs
- MDEQ- Michigan Department of Environmental Quality, now known as EGLE
- EGLE- Michigan Department of Environment, Great Lakes, and Energy formerly known as MDEQ.
- NESHAP- National Emission Standards for Hazardous Air Pollutants
- GCLBA- Genesee County Land Bank Authority

MDEQ/EGLE Air Quality Division contacts regarding NESHAP:

- Craig Dechy 517-749-2891 dechyc@michigan.gov
- Jeremy Brown 517-599-7825 brwonj9@michigan.gov
- Kim Dohm 517-284-6777 regarding submittal of NESHAP to ANS

MIOSHA contacts:

- Scott Thelen 517-284-7680 thelen1s@michigan.gov
- Lisa Vansteeland 517-284-7680 regarding notification submittals

The following link is to a folder on Box.com that has many useful resources from the MDEQ/EGLE, MIOSHA, Consumers Energy, and the GCLBA:

<https://app.box.com/s/7g0688u520h85y4g2yjgl803anc1pv3y>

Demolition as asbestos containing, non-ordered (2/28/2014 communication)

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 NESHAP 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 NESHAP purposes, only structures that are "structurally unsound and in imminent danger of collapse" are to be notified as "Ordered." All other demolitions, regardless of whether they are to be demolished 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 ordered or declared an emergency 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 both wholly structurally unsound and in imminent danger of collapse is going to be demolished as asbestos containing due to a portion of the structure being structurally unsound and/or in imminent danger of collapse, it is subject to a 10-day notification as a scheduled demolition. In this instance, 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 containing friable asbestos).

Disposal of materials generated under “As containing” demolitions (3/30/2016 communication)

Per our EGLE 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.

Section 10 of the NESHAP- Per a discussion with Mr. Dechy of the MDEQ/EGLE, the following are some examples of how to complete Section 10 of the NESHAP in various scenarios:

- Contractors performing demolition only (after abatement has taken place) 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 **all** 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 (**all** 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 “Non-friable ACM not removed prior to demo.” MIOSHA needs a notification.

Tire transport and disposal- When bidding on demolition and abatement bids, or bids that require disposal of tires, contractors need to provide GCLBA with a copy of their MDEQ/EGLE Scrap Tire Hauler Registration. If you currently possess one, please forward it for inclusion in your prequalification file. If the respondent 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)).

Regarding hazardous and universal waste abatement- 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 GCLBA may have additional requirements above and beyond your understanding of regulatory requirements.

Manifesting and Disposal of Concrete (4/23/2019 communication)

MDEQ/EGLE representatives asked GCLBA to ensure that contractors are detailing material being taken to landfills on manifests. Specifically, EGLE would like to see concrete listed on manifests when it is contained in loads being delivered to landfills. **All material- including foundations- from demolition projects with known friable asbestos or assumed asbestos must be disposed of as friable asbestos containing material at a Type II landfill.** Friable asbestos debris manifests should also identify concrete when the load contains concrete. Please notify your employees to ensure compliance with this request.

Additionally, please be sure that you are tracking loads of concrete that you are recycling, too. Loads trucked out can be included on your trucking logs- just be sure to include the destination. GCLBA is interested in ensuring that all material generated from GCLBA projects is disposed of legally and in line with all relevant rules and regulations. That means that crushing operations receiving material from GCLBA projects need to be appropriately permitted and licensed. You can find additional information regarding Nonmetallic Mineral Crushing and Permits to Install with the following links (and, of course, by reaching out to MDEQ/EGLE):

https://www.michigan.gov/egle/0,9429,7-135-3310_70317-196791--,00.html

https://www.michigan.gov/egle/0,9429,7-135-3310_70487-14176--,00.html

<https://www.michigan.gov/egle/0,9429,7-135-3310-389492--,00.html>

Make sure you are vetting all material destinations prior to delivering any material from a GCLBA project.

NESHAP Notifications and Third Party Post-Abatement Clearance (communication from Craig Dechy 7/6/17)

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 on-site 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 visible emissions. By doing so, you are being proactive.

APPENDIX 2-
PART 1- MEMOS TO CONTRACTORS

- 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 notification, 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.

Tuesday, November 5, 2013 Notice to Contractors

Representatives of the City of Flint and the GCLBA met Tuesday, November 5, 2013 with representatives from the local landfills, MIOSHA, and MDEQ. The following items outline several important compliance issues that were discussed in that meeting. Contractors are advised of the following:

LICENSING: Per MIOSHA, only contractors that are licensed under the company name can perform ordered demos, which are to be presumed to contain friable asbestos. A state issued accreditation card for asbestos work is not an asbestos abatement contractor's license as defined by PA 135 of 1986 Asbestos Abatement Contractors Licensing Act. Any contractor demolishing a structure that is known or 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.

DEMOLITION IS ABATEMENT IN MIOSHA'S EYES: As far as MIOSHA is concerned, an ACM demolition qualifies as Class I abatement work as asbestos is still literally being removed from the site. Contractors will need to submit two notifications: one for abatement checking that LARA box on the NESHAP notification and one for demolition.

SURVEYS: Contractors must have a copy of a completed (asbestos) survey on site at all times for all demos. All manifests and landfill receipts associated with ordered demolitions need to clearly state "friable asbestos." Additionally, when demolishing a structure with friable or presumed asbestos containing materials, concrete foundations may not be recycled and must be disposed of with the demolition debris. Loads containing both housing debris and concrete need to indicated that concrete is included in the load.

TRANSITE siding will be sampled and removed regardless if it is an ordered demolition or regular demolition in accordance with NESHAP and MIOSHA regulations. The only exception for transite is if the building is deemed structurally unsafe to remove the transite. This is a rare occurrence. In such an instance, the structure and transite will be demolished as RACM.

WETTING AND WAIVERS OF REQUIREMENTS: 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 requires that demos will still be wetted for worker safety in the winter months. Mr. Thelen suggested there are some methods of compliance to avoid the hazard caused by freezing (i.e. mixing water with agents that stop it from freezing). Mr. Thelen can be contacted for further information regarding compliance. Be aware that whatever method used to mitigate the freezing hazard will have to remain compliant with other environmental regulations.

BURNED 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.

NON-FRIABLES: *While on site*, per MIOSHA, non-friable ACMs (which are not regulated by NESHAP) must be treated as containing with appropriate worker safeguards in place.

MANIFESTSING AND WASTE DISPOSAL: Waste manifests from the contractors and the dump tickets (receipts) from the landfills must match, with all friable and non-friable asbestos clearly and correctly identified on the waste manifest **and** dump ticket. Any load containing non-friable asbestos must be manifested as non-friable asbestos so that landfills are able to make appropriate determinations about the handling of the material. Any load containing suspect or presumed asbestos containing material (PACM), or known friable asbestos must be manifested as friable asbestos. Note that if there are any instances where NF material has been disposed of as C&D, we will require confirmation that the disposal was appropriate from the landfill.

Always be sure that you are communicating with your landfill to ensure material is disposed of in compliance with all rules, regulations, and landfill specific requirements. Contractors are required to notify landfills in advance when planning to bring RACM for disposal.

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 beyond its condition just prior to demolition, the contractor will be expected to repair the damage before a final certification is issued.




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



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 e-mail that you must click on to confirm registration.** After registration is confirmed, you can log into the [Asbestos Notification System](#).

Once you log into the site, you will see the following tabs: **Manage Delegated Authority, Profile, Workspace, Notification, and Notification Management.**

- The **Manage Delegated Authority** tab 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 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 revise your notification by clicking on the  button.
- 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. The delete button  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 separately and mark the appropriate project type!

The [ANS](#) currently supports the following browsers:

- Internet Explorer (IE) 10 & 11. 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
- Google Chrome
- Safari

If you have questions pertaining to the new system, please contact [Kim Dohm](#) at 517-284-6777.



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

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

Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
			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



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Barium (B)	7440393	75,000	1.30E+06	(G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA
Benzene (I)	71432	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05
Benzidine	92875	NA	1,000 (M); 6.0	1,000 (M); 6.0	NLV	NLV	NLV	NLV	46,000	1,000 (M); 23	NA
Benzo(a)anthracene (Q)	56553	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA
Benzo(b)fluoranthene (Q)	205992	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA
Benzo(k)fluoranthene (Q)	207089	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA
Benzo(g,h,i)perylene	191242	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA
Benzo(a)pyrene (Q)	50328	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA
Benzoic acid	65850	NA	6.40E+05	NA	NLV	NLV	NLV	NLV	ID	9.90E+08	NA
Benzyl alcohol	100516	NA	2.00E+05	NA	NLV	NLV	NLV	NLV	3.30E+11	3.2E+8 (C)	5.80E+06
Benzyl chloride	100447	NA	150	NA	6,300	14,000	14,000	17,000	6.20E+07	48,000	2.30E+05
Beryllium	7440417	NA	51,000	(G)	NLV	NLV	NLV	NLV	1.30E+06	4.10E+05	NA
bis(2-Chloroethoxy)ethane	112265	NA	ID	ID	NLV	NLV	NLV	NLV	ID	ID	2.70E+06
bis(2-Chloroethyl)ether (I)	111444	NA	100	100 (M); 20	8,300	3,800	3,800	3,800	9.40E+06	13,000	2.20E+06
bis(2-Ethylhexyl)phthalate	117817	NA	NLL	NLL	NLV	NLV	NLV	NLV	7.00E+08	2.80E+06	1.00E+07
Boron (B)	7440428	NA	10,000	1.4E+5 (X)	NLV	NLV	NLV	NLV	ID	4.8E+7 (DD)	NA
Bromate	15541454	NA	200	800 (X)	NLV	NLV	NLV	NLV	ID	17,000	NA
Bromobenzene (I)	108861	NA	550	NA	3.10E+05	4.50E+05	4.50E+05	4.50E+05	5.30E+08	5.40E+05	7.60E+05
Bromodichloromethane	75274	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06
Bromoform	75252	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	2.80E+09	8.20E+05	8.70E+05
Bromomethane	74839	NA	200	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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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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Cobalt	7440484	6,800	800	2,000	NLV	NLV	NLV	NLV	1.30E+07	2.60E+06	NA
Copper (B)	7440508	32,000	5.80E+06	(G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA
Cyanazine	21725462	NA	200	1,100 (X)	NLV	NLV	NLV	NLV	ID	14,000	NA
Cyanide (P,R)	57125	390 (total)	4,000	100	NLV	NLV	NLV	NLV	2.50E+05	12,000	NA
Cyclohexanone	108941	NA	5.20E+06	NA	17,000	1.00E+06	1.10E+07	2.70E+07	6.70E+10	1.0E+9 (C,D)	2.20E+08
Dacthal	1861321	NA	50,000	NA	NLV	NLV	NLV	NLV	ID	2.30E+06	NA
Dalapon	75990	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	1.90E+07	5.90E+07
4-4'-DDD	72548	NA	NLL	NLL	NLV	NLV	NLV	NLV	4.40E+07	95,000	NA
4-4'-DDE	72559	NA	NLL	NLL	NLV	NLV	NLV	NLV	3.20E+07	45,000	NA
4-4'-DDT	50293	NA	NLL	NLL	NLV	NLV	NLV	NLV	3.20E+07	57,000	NA
Decabromodiphenyl ether	1163195	NA	1.40E+05	NA	1.0E+9 (D)	8.60E+07	8.60E+07	8.60E+07	2.30E+09	3.80E+06	NA
Di-n-butyl phthalate	84742	NA	9.6E+5 (C)	11,000	NLV	NLV	NLV	NLV	3.30E+09	2.7E+7 (C)	7.60E+05
Di(2-ethylhexyl) adipate	103231	NA	1.3E+7 (C)	ID	NLV	NLV	NLV	NLV	9.20E+09	1.5E+7 (C, DD)	9.60E+05
Di-n-octyl phthalate	117840	NA	1.00E+08	ID	NLV	NLV	NLV	NLV	3.10E+10	6.90E+06	1.40E+08
Diacetone alcohol (I)	123422	NA	ID	NA	NLV	NLV	NLV	NLV	1.60E+11	ID	1.10E+08
Diazinon	333415	NA	95	72	NLV	NLV	NLV	NLV	ID	12,000 (DD)	3.10E+05
Dibenzo(a,h)anthracene (Q)	53703	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA
Dibenzofuran	132649	NA	ID	1,700	2.00E+06	1.30E+05	1.30E+05	1.30E+05	6.70E+06	ID	NA
Dibromochloromethane	124481	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05
Dibromochloropropane	96128	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4,400 (C)	1,200
Dibromomethane	74953	NA	1,600	NA	ID	ID	ID	ID	ID	2.5E+6 (C)	2.00E+06
Dicamba	1918009	NA	4,400	NA	NA	NLV	NLV	NLV	ID	3.40E+06	NA
1,2-Dichlorobenzene	95501	NA	14,000	280	1.1E+7 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.9E+7 (C)	2.10E+05
1,3-Dichlorobenzene	541731	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.0E+5 (C)	1.70E+05
1,4-Dichlorobenzene	106467	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA
3,3'-Dichlorobenzidine	91941	NA	2,000 (M); 28	2,000 (M); 7.4	NLV	NLV	NLV	NLV	6.50E+06	6,600	NA
Dichlorodifluoromethane	75718	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.2E+7 (C)	1.00E+06



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1,1-Dichloroethane	75343	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.7E+7 (C)	8.90E+05
1,2-Dichloroethane (I)	107062	NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.20E+08	91,000	1.20E+06
1,1-Dichloroethylene (I)	75354	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05
cis-1,2-Dichloroethylene	156592	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.5E+6 (C)	6.40E+05
trans-1,2-Dichloroethylene	156605	NA	2,000	30,000 (X)	23,000	2.80E+05	8.30E+05	2.00E+06	4.70E+09	3.8E+6 (C)	1.40E+06
2,6-Dichloro-4-nitroaniline	99309	NA	44,000	NA	NLV	NLV	NLV	NLV	ID	6.80E+07	NA
2,4-Dichlorophenol	120832	NA	1,500	330 (M); 220	NLV	NLV	NLV	NLV	5.10E+09	6.6E+5 (DD)	1.80E+06
2,4-Dichlorophenoxy acetic acid	94757	NA	1,400	4,400	NLV	NLV	NLV	NLV	6.70E+09	2.50E+06	NA
1,2-Dichloropropane (I)	78875	NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05
1,3-Dichloropropene	542756	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05
Dichlorovos	62737	NA	50 (M); 32	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-Dimethylaniiline	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



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

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Dinoseb	88857	NA	300	200 (M); 43	NLV	NLV	NLV	NLV	2.70E+08	66,000 (DD)	1.40E+05
1,4-Dioxane (I)	123911	NA	1,700	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



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



TABLE 2. SOIL: RESIDENTIAL

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



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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

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

Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
			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
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



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Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
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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

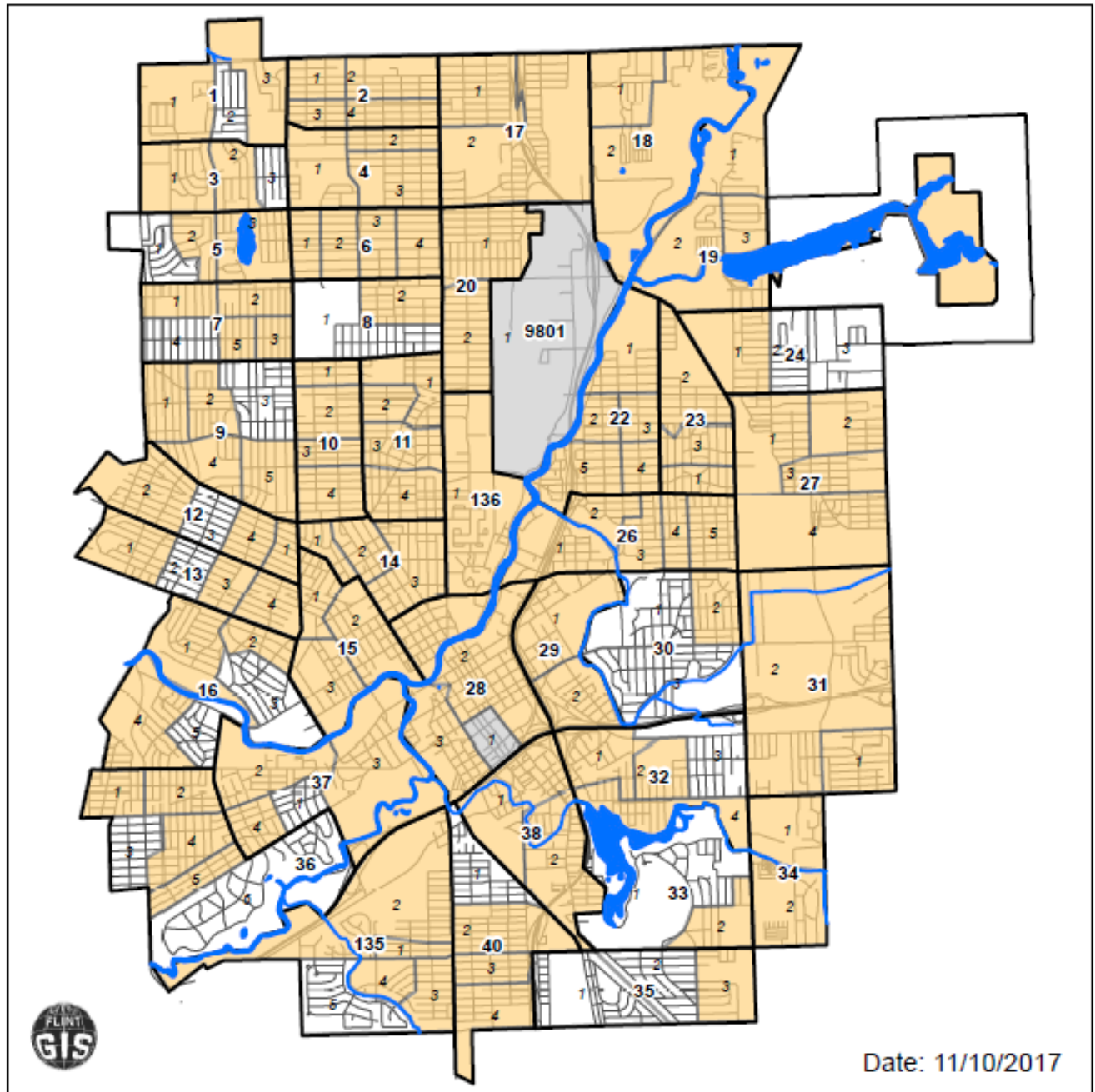
APPENDIX 3- Maps and Boundaries of Target Areas



Census Tracts and Block Groups with Low-Mod Income



2014 ACS 5-Year Estimate:
Median Family Income in the Past 12 Months (2014 Inflation-Adjusted Dollars)



Census Tracts *Block Groups*

Water
 Streets

Low-Moderate Income Areas
 Non Low-Moderate Income Areas
 Insufficient Data

Low-Moderate Income is defined as 80% or less than the estimated median family income for the Flint Metropolitan Statistical Area



APPENDIX 4- Federal Wage Regulations

1. Federal Labor Standard Provisions
2. Equal Opportunity Clause (Executive Order 11246 as amended)
3. Nondiscrimination Clause
4. Wage Determination

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 1(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 1(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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in 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 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 the individual 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 subparagraph (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 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, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

Executive Order 11246, As Amended

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966–1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A – Duties of the Secretary of Labor

SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B – Contractors' Agreements

SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

SEC. 203

1. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

2. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
3. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
4. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

SEC. 204

1. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
2. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
3. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
4. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 – 77144]

Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206

1. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
2. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208

1. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
2. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D – Sanctions and Penalties

SEC. 209

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E – Certificates of Merit

SEC. 213

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302

1. “Construction contract” as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
2. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
3. The term “applicant” as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303

1. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary’s functions under this Order.
2. In the event an applicant fails and refuses to comply with the applicant’s undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
3. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV – Miscellaneous

SEC. 401

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402

The Secretary of Labor shall provide administrative support for the execution of the program known as the “Plans for Progress.”

SEC. 403

1. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President’s Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
2. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President’s Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405

This Order shall become effective thirty days after the date of this Order.



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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.

Superseded General Decision Number: MI20190083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Table with 2 columns: Modification Number, Publication Date. Rows 0-4 with dates from 01/03/2020 to 07/24/2020.

ASBE0047-002 07/01/2020

Table with 2 columns: Rates, Fringes. Row: ASBESTOS WORKER/HEAT & FROST INSULATOR \$ 32.52, 17.88.

BOIL0169-001 03/01/2018

Table with 2 columns: Rates, Fringes. Row: BOILERMAKER \$ 38.65, 26.22.

BRMI0009-014 08/01/2019

Table with 2 columns: Rates, Fringes. Rows: BRICKLAYER \$ 33.23, 21.28; TILE FINISHER \$ 29.93, 18.02; TILE SETTER \$ 29.93, 18.02.

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-001 06/01/2019

Table with 2 columns: Rates, Fringes. Row: CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation \$ 27.21, 21.54.

ELEC0948-001 06/01/2020

Table with 2 columns: Rates, Fringes. Rows: ELECTRICIAN Excludes Low Voltage Wiring \$ 39.17, 23.51; Low Voltage Wiring \$ 29.46, 17.12.

* ENGI0324-011 06/01/2020

Table with 2 columns: Rates, Fringes. Rows: OPERATOR: Power Equipment GROUP 1-7 with rates ranging from \$ 24.38 to \$ 40.38 and fringes from 24.85 to 24.85.

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2019

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 30.98	27.99
STRUCTURAL.....	\$ 36.77	29.03

LABO00334-005 06/01/2019

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.75	7.10
GROUP 2.....	\$ 18.75	7.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1075-002 06/01/2019

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 23.00	13.66

PAIN1052-001 06/01/2018

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 24.40	12.95
Spray.....	\$ 25.75	12.95

PAIN1052-004 06/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 26.07	13.50
Hand work.....	\$ 26.07	13.50
Machine work.....	\$ 26.07	13.50

PLAS0016-005 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLUM0370-002 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 37.81	20.60
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 37.81	20.60

ROOF0149-005 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 28.53	17.53

SFMI0669-001 04/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.72	23.60

SHEE0007-008 05/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 30.64	22.76

SUMI2011-008 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX 5- Sample Contract, Payment Request Packet and Attestation Forms

**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 #LB: YY-### 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 SOURCE).

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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or

regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

FAIR HOUSING. Contractors must comply with the Fair Housing Act Title VIII of the Civil Rights Act of 1968 as amended and the Genesee County Land Bank Authority Fair Housing Policy as stated: "Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual orientation or disability, is a fundamental policy of the Genesee County Land Bank Authority (GCLBA). GCLBA is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing activities. As a county governmental authority undertaking housing activities, GCLBA has an ethical as well as legal imperative to work aggressively to ensure that GCLBA housing programs comply fully with all local, state and federal fair housing laws."

INTEREST OF THE GCLBA AND LOCAL PUBLIC OFFICIALS. The undersigned certifies, to the best of his or her knowledge and belief that: no member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the administration of the **(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 non-performance, 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 requirements or of any defect in equipment, material, workmanship or design furnished by Contractor. Contractor shall also restore any work damaged in fulfilling the terms of this Article.

RE-INSPECTION FEE. If the Contractor's work fails the GCLBA's inspection, the GCLBA will charge Contractor a \$75 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, 2nd Floor
Flint, Michigan 48502

Notices for the Contractor should be sent to:

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)
(NAME OF BUSINESS ENTITY)
(ADDRESS OF BUSINESS ENTITY)

CONTRACT ENTERED INTO BY:
GENESEE COUNTY LAND BANK AUTHORITY

(NAME OF BUSINESS ENTITY)

(DIRECTOR NAME), Executive Director

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)

Date

Date

Witnessed by:

Witnessed by:

Email: _____

Phone: _____

Federal Identification Number: _____

License Number: _____

ATTACHMENT A

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#)(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.
- 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 24 CFR 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 part 135 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) YOUR ARE SUBMITTING SUBMITTING:			
Type of Project:			
<input type="checkbox"/>	Inspection	Contact Person:	
<input type="checkbox"/>	Abatement	Contact Phone Number:	
<input type="checkbox"/>	Demolition	Email:	

The Genesee County Land Bank (GCLBA) **WILL NOT**, 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



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

REQUEST FOR FINAL PAYMENT CHECKLIST

ADDRESS:	PARCEL NUMBER:
CONTRACTOR:	CONTACT PERSON:
BID NUMBER:	

Contractors must provide the following information with each payment request (only supply one copy with your Coversheet for All Payment Request Packets):

- If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed. Submitted with Coversheet for all payment request packets or is on file with the GCLBA.
- Insurance Accord for sub-contractors listing the GCLBA and Contractor.
- Certified Payroll – for all workers and time worked on project.

Demolition Contractors:

- Backfill & Top Soil Sampling Forms - Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for backfill and top soil) also provided prior to bring backfill and top soil on site.
- Seed label from seed mix used on projects. (GCLBA may request random samples of seed mix from contractors)

Does this site specific packet contain all of the required documents? Has Contractor reviewed documents?

Y/N	
	<input type="checkbox"/> Payment Request Form
	<input type="checkbox"/> Sworn Statement (All subcontractor must be listed)
	<input type="checkbox"/> Waivers of Lien from yourself
	<input type="checkbox"/> Waivers of Lien from all subcontractors listed on Sworn Statement
	<input type="checkbox"/> Invoice on Contractor's Letterhead (Can use a master invoice that lists all addresses included in payment request and parcel number. Highlight property for this packet.)
	<input type="checkbox"/> Attestation Form(s)
ABATEMENT CONTRACTORS	
	<input type="checkbox"/> Before and after Pictures of items removed/abated uploaded to Box.com
	<input type="checkbox"/> Field Report/Daily Log
	<input type="checkbox"/> Address Specific Abatement Summary Tracking Sheet
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Line Item Invoice
	<input type="checkbox"/> Pre-Abatement Walkthrough form
DEMOLITION CONTRACTORS	
	<input type="checkbox"/> Before and After Photographs of the site (labeled – front, back, left side, right side),sidewalks and approaches
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Pre-Demolition Walkthrough form
	<input type="checkbox"/> Watering Report
	<input type="checkbox"/> <u>Field Report/Daily Log/ Inventory Sheet</u> with supporting paperwork: (a) Legible copies of disposal manifests and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility. (b) A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional. (c). A copy of the scrap metal receipt for AST/USTs and other metals. (All asbestos containing waste must be identified; friable and non-friable)
	<input type="checkbox"/> Trucking Log – tracking the transportation and disposal of C & D waste. (Contractor must provide Friable Asbestos Manifests and receipts for structures demolished as asbestos containing.)
	<input type="checkbox"/> Demolition Permit
	<input type="checkbox"/> Soil Erosion Permit or Waiver
	<input type="checkbox"/> City or Township Inspection receipt - <input type="checkbox"/> Winter-Grade <input type="checkbox"/> Final Grade
	<input type="checkbox"/> GCLBA Demolition Inspector Report- Does GCLBA Demolition Inspector approved payment for request? <input type="checkbox"/> Yes <input type="checkbox"/> No



REQUEST FOR FINAL PAYMENT

<i>Project Location:</i>	<i>Parcel Identification No.:</i>
<i>Type of Project:</i>	<i>Bid #:</i>
<i>Contractor:</i>	<i>Contact Person:</i>

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

Description of work completed:	Amount:
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.

Contractor

Date

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

.....
DEMOLITION ONLY:

- Inspection failed for the reason(s) listed on Inspection Report. Payment request **NOT** approved for processing.
- Inspection passed and payment request approved for processing. (See Inspection Report)



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, except 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)

By: _____

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:

- That _____ is the Contractor/Subcontractor for an improvement to the following described real property situated in Genesee County, Michigan:

Address:

Parcel #:

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

ATTACHMENT C- EXAMPLE PAYMENT REQUEST 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 described property and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except 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)

By: _____

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: _____



FULL CONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

I/We _____ have supplied labor/materials to:
 (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
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.		

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**

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: _____

I/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 address referenced above. And by signing this waiver waive my/our construction lien to the amount of \$ _____ for labor/materials provided

through _____.
(date of draw cutoff or actual payment)

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.

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 UNCONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

I/We _____ have supplied labor/materials to:
(Name of Contractor/Supplier)

_____ (Other contracting party)

to provide: _____
(Type of Improvement)

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



**GENESEE COUNTY
LANDBANK**
452 S. Saginaw, Second Floor
Flint, MI 48502
810.257.3088

PARTIAL UNCONDITIONAL WAIVER OF LIEN

Project Location: _____

Parcel ID Number: _____

Type of Project: _____

Contact Person: _____

I/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 address referenced above.

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

STATEMENT OF ACCOUNT

Contract Price	\$ _____
Extras	\$ _____
Deduct Credit	\$ _____
Previously Paid	\$ _____
Retention	\$ _____
Balance	\$ _____
This Payment	\$ _____
Balance To Become Due	\$ _____

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

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

I/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

Contract Price \$ _____
 Extras \$ _____
 Deduct Credit \$ _____
 Previously Paid \$ _____
 Retention \$ _____
 Balance \$ _____
 This Payment \$ _____
 Balance To Become Due \$ _____

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

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

I/We _____ have supplied labor/materials to:
(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 waive my/our construction lien to the amount of \$ _____ for labor/materials provided through _____.

(date of draw cutoff or actual payment)

NO.	PARCEL NUMBER	ADDRESS	NO.	PARCEL NUMBER	PARCEL NUMBER	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.		

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

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 _____ 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 address referenced above. And by signing this waiver waive my/our construction lien to the amount of \$ _____ for labor/materials provided through _____.
(date of draw cutoff or actual payment)

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.

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

TRUCKING LOG



BID NUMBER: _____

CONTRACTOR: _____

PARCEL NUMBER: _____

SUPERVISOR: _____

ADDRESS: _____

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

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



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

Contractor: _____

Contact name: _____

Contact Phone: _____

Demolition Site location:

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

Parcel ID: _____

Seeding and Watering Checklist:

Please see bid specifications and contract for further details on seeding and watering requirements.+

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

I hereby certify the above information to be accurate.

(Contractor)

(Printed name)

(signature)

Date: _____



LETTER OF ATTESTATION FOR DEMOLITION CONTRACTORS

I hereby make the following attestations on behalf of _____ (Contractor)
with respect to the property located at the following address _____ (Property):

- All documents submitted with respect to the Property, such as bid packages and invoices were true, correct and complete as of the date submitted.
- Contractor has not engaged in collusion or any anti-competitive practices in connection with the preparation or submission of any bid relating to the Property.
- The following have been supplied to the Genesee County Land Bank Authority:
 - Evidence of financial stability-2 years corporate tax returns.
 - Evidence of License and Certification as required (State/Local as needed) and Contractor will continue to keep them current.
 - Evidence of Insurance: Commercial general liability coverage of no less than \$2,000,000; workers compensation and employer's liability coverage of no less than \$500,000; automobile liability with limits not less than \$1,000 per occurrence; professional liability with coverage no less than \$1,000,000;
 - Evidence of legal standing- by verifying a Certificate of Good Standing (corporate or Certificate of Existence (LLCO issued by LARA or Articles of Organization));
 - Surety/Performance Bond-Must be in an amount equal to one hundred percent (100%) of the total contract amounts. Bonds must be issues by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations
- Contractor has no State or Federal debarments/suspensions, conflict of interest or gross program violations.
- If a sub-contractor was utilized, the name of the sub-contractor and the invoice has been supplied to the Genesee County Land Bank.
- Contractor attests that all subcontractors are in compliance with all state and local laws, regulations and ordinances, to the best of contractor's knowledge.
- Any and all subcontractor invoices have not been up-charged by more than 10%.
- Contractor has adhered to all applicable City, State and Federal laws, regulations and ordinances.
- Contractor was awarded contract on the Property through a competitive bid process.



False Statements and Criminal Penalties

I (we) acknowledge that if any person, with an intent to defraud or cheat, designedly by false pretense, including any false statement or misrepresentation, obtains money, real or personal property, or the use of any instrument, facility, article or other valuable thing or service pursuant to my (our) participation in any Genesee County Land Bank Authority program, shall be guilty of a crime. Such person may be guilty of either a misdemeanor or a felony, punishable by imprisonment for not more than 10 years or a fine or both, all as set forth in Section 47 of Act No. 346 of the Public Acts of 1966, as amended (MCL 125.1447). Contractor acknowledges that providing false or misleading information in connection with the program may violate Federal, state and/or local laws (including but not limited to 18.U.S.C.§ 1001) and result in criminal or civil liability. Any such matters will be referred to the appropriate law enforcement authority for investigation and prosecution.

I hereby certify under penalty that all statements set forth in this document are true, correct and complete as of the date hereof.

Signature _____ Date signed _____

Print Name: _____

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	140-02-402-019	2409 DELMAR AVE	Smoke Detector	1				
1	140-02-402-019	2409 DELMAR AVE	Smoke Detector	3				
1	140-02-402-019	2409 DELMAR AVE	Security Battery	1				
1	140-02-402-019	2409 DELMAR AVE	Duct Wrap (4 boots/4 runs)	140		Square feet		
1	140-02-402-019	2409 DELMAR AVE	Window Caulk (23 Windows)	12		Square feet		
1	140-02-402-019	2409 DELMAR AVE	9" Multi-Colored Floor Tile	60		Square feet		
1	140-02-402-019	2409 DELMAR AVE	Vermiculite Insulation	516		Square feet		
1	140-02-402-019	2409 DELMAR AVE						
1	140-02-402-019	2409 DELMAR AVE						
1	140-02-402-019	2409 DELMAR AVE						
2	240-02-403-029	2321 FOREST HILL AVE	CFL	1				
2	240-02-403-029	2321 FOREST HILL AVE	Mercury Light Bulb	1				
2	240-02-403-029	2321 FOREST HILL AVE	White Linoleum	90		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	9" Brown Multi-Colored Floor Tile	150		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Window Caulk (22 Windows)	11		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Duct Wrap (1 boot)	5		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Brown Linoleum	42		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE	Tire	1				
3	340-02-403-026	2401 FOREST HILL AVE	12" Tan Floor Tile/Gray Linoleum (2 Layers)	76 (Room Size is 38 Sq. Ft)		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Stucco- Rough Textured	452		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Duct Wrap (4 boots/4 runs)	140		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Tan Linoleum/Red Linoleum (2 Layers)	18 (Room Size is 9 Sq. Ft)		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE						
4	440-02-258-008	2514 FOREST HILL AVE	Mercury Thermostat	1				
4	440-02-258-008	2514 FOREST HILL AVE	Duct Wrap (3 boots/ 3 runs)	95		Square feet		
4	440-02-258-008	2514 FOREST HILL AVE						
4	440-02-258-008	2514 FOREST HILL AVE						

Ensure each indicated Manifest/BOL and Receipt are attached to individual payment requests.

EXAMPLE ABATEMENT SUMMARY SHEET

No.	Parcel ID	Address	Material	Quantity & Units	Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
5	40-02-401-024	2413 HUMBOLDT AVE	Mercury Thermostat	1				
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	3				
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	9				
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet			
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap	2	Square feet			
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	3 Ballasts				
6	40-02-401-018	2437 HUMBOLDT AVE	Security Battery	1				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast				
6	40-02-401-018	2437 HUMBOLDT AVE	Tire	1				
6	40-02-401-018	2437 HUMBOLDT AVE	Transite Siding	1,965	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Window Caulk (20 Windows)	10	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Stucco- Rough Textured	574	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	2				
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	1				
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	1				
7	40-02-182-023	2501 HUMBOLDT AVE	Duct Wrap (10 boots/4 runs)	170	Square feet			
7	40-02-182-023	2501 HUMBOLDT AVE	9' Gray Multi-Colored Floor Tile	452	Square feet			
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						

Ensure each indicated Manifest/BOL and Receipt are attached to individual payment requests.

APPENDIX 7- Example Backfill and Topsoil Sampling Certification Forms

DATE

CONTRACT ADMINISTRATOR

Genesee County Land Bank Authority

452 S. Saginaw Street, 2nd Floor
Flint, Michigan 48502

Subject: TYPE OF MATERIAL Certification
LOCATION OF MATERIAL
ADDRESS
CITY, Michigan 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

COMPANY REPRESENTATIVE

TITLE

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
pH	5.5 8.5	
% Organic Matter	≥2% to ≤ 25%	
Texture Class	SM	
Environmental Testing (VOCs, SVOCs, PCBs)	<TDL	
Environmental Testing	<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	
<input type="checkbox"/>	Not Approved
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Approved with the following considerations: _____ _____
<input type="checkbox"/>	Category 1 Material, Certification Expires:
<input type="checkbox"/>	Category 2 Material, Certification Approved for: _____ cubic yards
Reviewed 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)
 Category 3 Material (Other Sites)
(not accepted without approval)

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	
Environmental Testing	<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	
<input type="checkbox"/>	Not Approved
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Approved with the following considerations: _____ _____
<input type="checkbox"/>	Category 1 Material, Certification Expires:
<input type="checkbox"/>	Category 2 Material, Certification Approved for: _____ cubic yards
Reviewed By: _____ Date: _____	
Title: _____	

APPENDIX 8- Sample Door Hanger with Placement Example

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

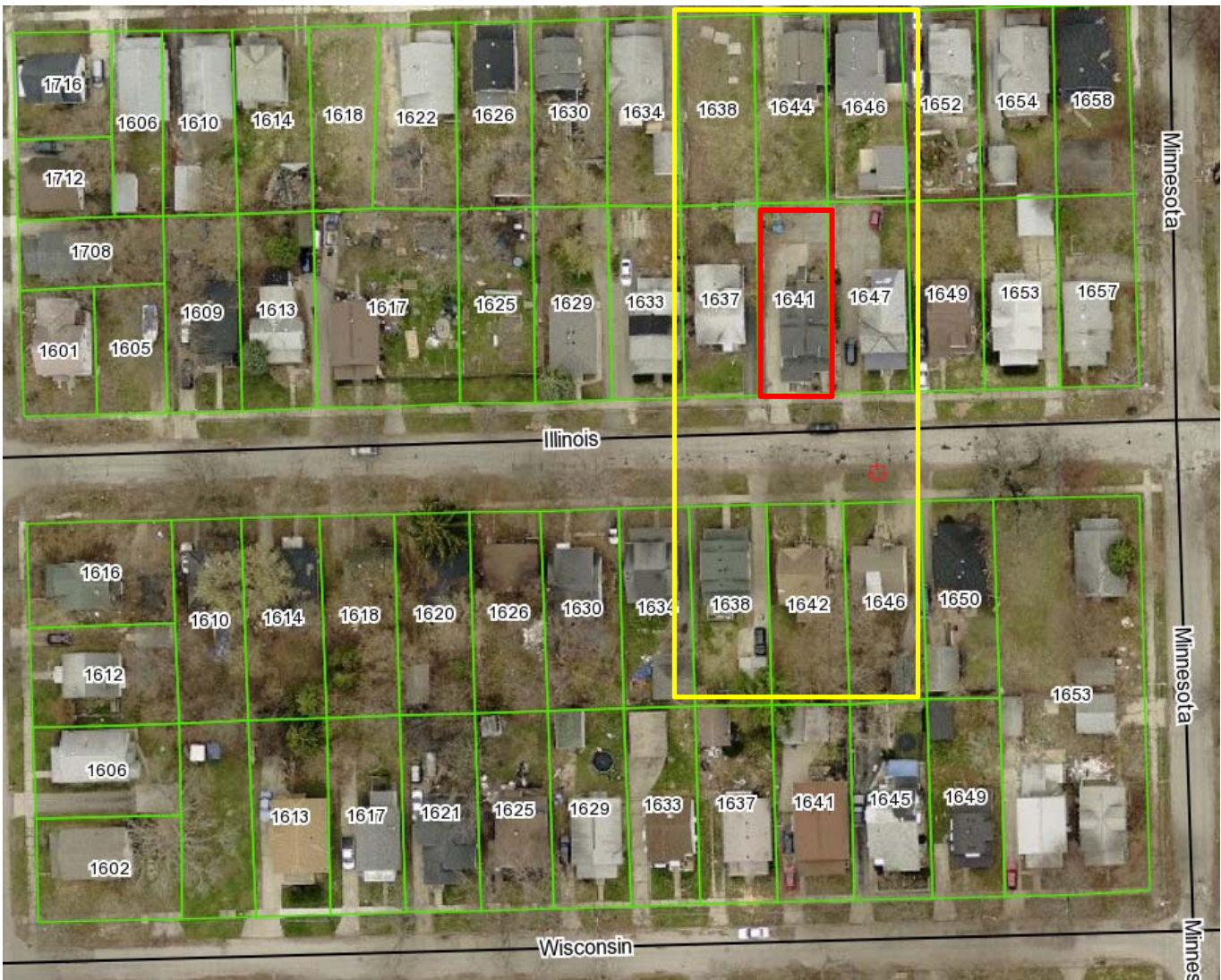
APPENDIX 9

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



APPENDIX 9- Pre-Abatement and Pre-Demolition Walkthrough Form



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		
<u>Additional ACM Identified(document)</u>		
<u>Additional HAZ Identified(document)</u>		
<u>Any additional Issue affecting demolition (explain how issue will be handled)</u>		

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

Date



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		
<u>Additional ACM Identified(document)</u>		
<u>Additional HAZ Identified(document)</u>		
<u>Any additional Issue affecting demolition (explain how issue will be handled)</u>		

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

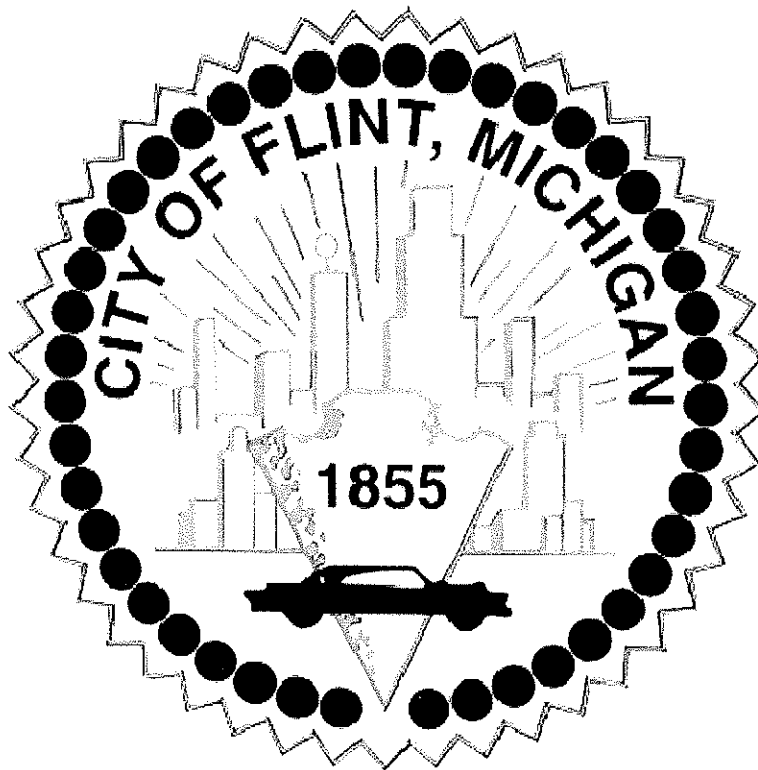
Date

APPENDIX 10- CDBG Contract Between City of Flint and Genesee County Land Bank

GCLB

18-077

CITY OF FLINT MICHIGAN



**Genesee County Land Bank (GCLB)
FY 2018-2019
CDBG – Residential and
Commercial Demolition
\$675,000.00**

CONTRACTS

180340.2

RESOLUTION NUMBER: _____

PRESENTED: 7-23-2018

ADOPTED: 7-23-2018

**Resolution Authorizing Submission of the
2018-19 Annual Action Plan of the Consolidated Plan
to the U.S. Department of Housing and Urban Development,
and Approval of the Proposed Uses and Funding Recommendations
for Community Development Block Grant , HOME Investment Partnerships
and Emergency Solutions Grant Funds for the 2018-19 Program Year**

BY THE MAYOR:

The City of Flint anticipates it will receive Title I Community Development Block Grant (CDBG) entitlement funds in the amount of \$3,872,807, HOME Investment Partnerships (HOME) entitlement funds in the amount of \$909,367, and Emergency Solutions Grant (ESG) in the amount of \$320,815 for federal fiscal year 2018-19, covering the period of July 1, 2018, through June 30, 2019, as well as any subsequent years that HUD continues to make any balances available to the City; pursuant to submission of an application to the U.S. Department of Housing and Urban Development (HUD).

The City of Flint anticipates receipt of program income in an amount of approximately \$30,000 from CDBG and HOME repayments of rehabilitation and economic development loans.

In order to receive this funding, the U.S. Department of Housing and Urban Development requires the City of Flint to submit an annual Action Plan of the Consolidated Plan as a component of the 5-year Consolidated Plan. This plan includes the annual Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) application.

City Administration finalized funding recommendations to for the proposed Action Plan in June 2018.

It is resolved, that City Officials approve the funding amounts and projects and authorize entering into contracts for the agencies listed below for the City's FY 2018-19 Community Development Block Grant program in the amount of \$3,872,807, FY 2018-19 HOME Investment Partnerships program in the amount of \$909,367, and FY 2018-19 Emergency

Solutions Grant program in the amount of \$320,815, and include any program income which might become available as a result of receipt of these funds.

CDBG USES	
ADMINISTRATION/PLANNING	\$774,561.40
ACTIVITY DELIVERY	\$117,302
PUBLIC SERVICES	
Sustainable Mentoring - Big Brothers/Big Sisters	\$40,000
Academic Training Adult Skill Center – CHEA	\$22,500
Academic Training Post Incar. Males – CHEA	\$17,500
Choice Neighborhood Safety – COF Police Dpt.	\$323,118 *NRSA
PAL – COF Police Department	\$35,000
Community Counseling – Ennis Center for Children	\$50,000
REACH – Genesee County Youth Corporation	\$35,000
Traverse Place – Genesee County Youth Corporation	\$35,000
Homeownership Counseling – Habitat for Humanity	\$40,000
Advocacy Program – LSEM	\$20,000
Fair Housing – LSEM	\$20,000
Financial Opportunity Center – LISC	\$40,000
Afterschool/Summer Camp – McCree Theater	\$35,000
Youth Leadership Collab. – Mott Literacy Network	\$50,000
Afterschool Program – Sylvester Broome Emp. Center	\$20,000
Youth Recreation – United Way	\$50,000
Home Delivered Meals – VAAA	\$40,000
<u>Safe Center – YWCA of Greater Flint</u>	<u>\$20,340</u>
TOTAL PUBLIC SERVICE	\$893,458
ECONOMIC DEVELOPMENT	
Microenterprise Assistance – Best Practices Consulting	\$50,000
Culinary Job Training – Communities First	\$70,000
<u>HYPE – Faith Foundation Resources</u>	<u>\$25,000</u>
TOTAL ECONOMIC DEVELOPMENT	\$145,000
HOUSING	
<u>Owner Occupied Rehab – Habitat for Humanity</u>	<u>\$233,244</u>
TOTAL HOUSING	\$233,244
BLIGHT ELIMINATION ACTIVITIES	
Residential and Commercial Demolition – GCLBA/City	\$675,000
Code Enforcement – DPD	\$630,000
Community Toolshed(s) – Genesee County Land Bank	\$74,242
<u>Neighborhood Cleanups – DPD</u>	<u>\$50,000</u>

TOTAL BLIGHT ACTIVITIES	\$1,429,242
-------------------------	-------------

PUBLIC INFRASTRUCTURE

Personal Protective Equipment – Flint Fire Department	\$55,000
Neighborhood Enhancements Program – DPD	\$50,000
Community Center Improvements – DPD	\$50,000
Community Enrichment Center – Communities First	\$75,000
Park Facility Improvements – DPD	\$50,000
TOTAL PUBLIC/FACILITY IMPROVEMENTS	\$280,000

TOTAL CDBG USES	\$3,872,807
------------------------	--------------------

HOME USES

City of Flint – Administration	\$90,936
Multi-Family Rental Development – Communities First, Inc.	\$350,000
Multi-Family Rental Development – Norstar Development	\$259,175
CHDO Operating	\$25,000
TBD	\$184,256
TOTAL HOME USES:	\$909,367

ESG USES

ADMINISTRATION	\$24,061.12
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SHELTER (OPERATIONS AND ESSENTIAL SERVICES)

Genesee County Youth Corporation – REACH	\$35,000.00
My Brother’s Keeper	\$35,000.00
Shelter of Flint	\$97,250.00
YWCA	\$25,000.00
TOTAL SHELTER	\$192,250.00

HOMELESSNESS PREVENTION

TBD	\$25,000.00
Shelter of Flint	\$28,030.38
TOTAL HOMELESSNESS PREVENTION	\$53,030.38

RAPID RE-HOUSING

Shelter of Flint	\$30,000.00
TOTAL RAPID RE-HOUSING	\$30,000.00

DATA COLLECTION

Shelter of Flint	\$21,473.50
TOTAL DATA COLLECTION	\$21,473.50

TOTAL ESG USES **\$320,815.00**

Further resolved, that funds in an estimated amount of up to \$20,000 in CDBG program income received from loan repayments, shall be made available for use as part of the FY 2018-19 Community Development Block Grant program and the budget amended as received;

Further resolved, that funds in an estimated amount of up to \$10,000 in HOME program income received from loan repayments, shall be made available for use as part of the FY 2018-19 HOME Investment Partnerships program and the budget amended as received;

Further resolved, that all subrecipient agencies shall conform to the standards and bidding procedures maintained by the City of Flint and such bid processes shall be approved as to form by the Chief Legal Officer of the City of Flint. Subrecipients may not obligate any funds, incur any costs, nor implement any physical activities until the Division of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from the U.S. Department of HUD and has issued a written notice to proceed to the subrecipient.

Further resolved, following notification that HUD has approved the 2018-19 Annual Action Plan through execution of a Grant Agreement with the City of Flint, the appropriate City Officials are authorized to do all things necessary to enter into sub-grantee agreements with the various agencies listed above.

Further resolved, upon receipt of the official award document from HUD, CDBG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$3,872,807 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 Community Development Block Grant program;


Further resolved, upon receipt of the official award document from HUD, HOME funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$909,367 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 HOME Investment Partnerships program;

Further resolved, upon receipt of the official award document from HUD, ESG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$320,815 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 Emergency Solutions Grant program;

Further resolved, that the appropriate officials are hereby authorized to do all things necessary to set up the appropriate accounts in the 274 Fund.

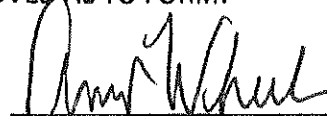
Further resolved, that the appropriate city officials are hereby authorized to do all things necessary to move remaining unspent and available CDBG, HOME and ESG funds to fiscal year 2019.

APPROVED AS TO FINANCE:



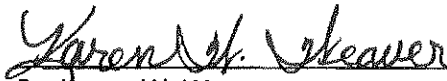
Hughley Newsome
Chief Financial Officer

APPROVED AS TO FORM:



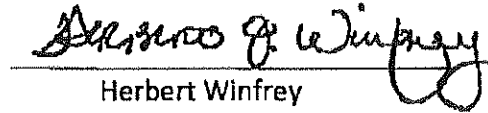
Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Dr. Karen W. Weaver
Mayor

CITY COUNCIL:



Herbert Winfrey
Council President

RESOLUTION STAFF REVIEW

Date

July 17, 2018

Agenda Item Title:

Resolution authorizing approval of the 2018-19 Action Plan of the Consolidated Plan including funding recommendations by the City of Flint for the uses of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds to the U.S. Department of HUD for the 2018-19 Program Year.

Author: Suzanne Wilcox, Director, Department of Planning and Development

Background/Summary of Proposed Action:

Approval of the attached resolution authorizes submission of the 1-year Annual Action Plan, including funding recommendations for Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) programs and Emergency Solutions Grant (ESG).

HUD has notified the City of Flint that its estimated 2017-18 allocations will be:

CDBG	\$3,872,807.00
HOME	\$909,367.00
ESG	<u>\$320,815.00</u>
	\$5,102,989.00

The City may receive program income and plans to use the following additional funds as part of its CDBG allocation:

\$20,000.00	Program income from repayments for housing rehab and economic development loans.
-------------	--

The City may also use the following additional funds as part of its HOME allocation:

\$10,000.00	Program income from repayments for housing rehab loans.
-------------	---

The total HUD allocation, including program income for FY18-19 will be \$5,132,989.00.

City Administration finalized its recommendations in June, 2018. The final proposed recommendations are included in the attached resolution.

The Division of Community and Economic Development published a notice of opportunity to comment on June 24, 2018. A 30-day public comment period was held from June 24 – July

23, 2018 and a public hearing was held on July 18, 2018 to receive citizen comments and concerns regarding the proposed Year 2 Annual Action Plan. The City will submit its 2018-19 Annual Action Plan to HUD by August 16, 2018.

HUD regulation 570.302 requires the City, prior to release of grant funds, to annually submit an Action Plan describing all activities and programs to be funded with CDBG, HOME and ESG funds for the upcoming fiscal year. The Division of Community and Economic Development requires approval of the attached resolution prior to entering into contracts with the agencies. Upon submission of the Plan, HUD has 45 days to review and approve the documents, prior to entering into contracts with the proposed subrecipients.

Financial Implications (i.e., budget, account information)

With HUD approval of the proposed 1-year Action Plan, the City of Flint will receive access to \$3,872,807.00 in CDBG funds, \$909,367 in HOME funds, and \$320,815.00 in ESG funds to carry out housing, demolition, public services, homeless, and other eligible programs. CDBG program income for FY 2018-19 is estimated at \$20,000.00. HOME program income for FY 2018-19 is estimated at \$10,000.00.

Budgeted Expenditure: Yes No Please explain, if no:

Account #:

Reviewed and approved by C. Dotson _____

Revenue account number _____ and expense account number _____

Pre-encumbered: Yes No Requisition # _____

Other Implications (i.e., collective bargaining)

None

Staff Recommendation:

Staff recommends that appropriate officials authorize the submission of the 2018-19 Annual Action Plan to HUD. Staff also recommends approval of the attached resolution and list of agencies to receive CDBG, HOME and ESG funding as part of the City's proposed 2018-19 Annual Action Plan.

APPROVAL

Suzanne Wilcox
Director

CITY OF FLINT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONTRACT

BETWEEN
THE CITY OF FLINT
AND
GENESEE COUNTY LAND BANK

THIS AGREEMENT, entered this 11th day of February, 2019, by and between the City of Flint (herein called the "CITY") and Genesee County Land Bank (GCLB) (herein called the "Subrecipient").

The City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (CDFA 14.218); and

The Subrecipient assures that it possesses the legal authority to enter into this Agreement, and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing the filing of the project plans. This should include all understandings and assurances contained therein, and direct and authorize the person(s) identified as the contracting official(s) of the Subrecipient to execute contractual documents on behalf of the Subrecipient, to act in connection with this Agreement, and to provide such additional information as may be required by the CITY; and

The City agrees to awards funds in an amount not to exceed \$675,000.00 to the Genesee County Land Bank (GCLB); and

The City wishes to engage the Subrecipient to assist the City in utilizing such funds; and

It is agreed between the parties that:

I. **SCOPE OF SERVICE(S)**

A. **Activities**

The Subrecipient will be responsible for administering CDBG funds in a manner satisfactory to the City and consistent with any standards required by the City as a condition of providing these funds. Funds for which these activities have been awarded shall be eligible under the Community Development Block Grant Program and be in accordance with all Federal laws and regulations.

The Subrecipient shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to

Subrecipient shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Subrecipient a written acceptance of such condition.

Activities include:

1. Statement of work

Genesee County Land Bank will use CDBG funds to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The process for completing demolitions includes: inspection, environmental survey, abatement, demolition, basement removal, filling, grading, seeding and mulching. Due to the nature of commercial demolition projects, additional environmental inspections, oversight, and consulting may be necessary.

2. Program Activities

(See Attached Proposal)

3. Tasks and Timelines

(See Attached Project Schedule/Benchmarks Worksheet)

4. Budget -

Salaries/Wages -	\$41,856.00
Fringes -	\$20,250.00
Professional Services -	\$601,536.00
Other -	<u>\$11,358.00</u>
Total	\$675,000.00

Performance Measures

Objective – Creating Suitable Living Environments
Outcome – Sustainability

The City reserves the right to impose additional requirements on the Subrecipient, as may be necessary to insure compliance with HUD regulations, as well as the goals and objectives of its overall program.

B. Performance Monitoring (2 CFR 200 Subpart D)

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) where applicable, 2 CFR 200 Subpart D where applicable, and all federal regulations and policies issued pursuant to these regulations.

The City will monitor the performance of the Subrecipient against goals and performance standards as required. Substandard performance as determined by the City will constitute non-compliance with this agreement. (Substandard performance may include, but is not limited to; lack of project readiness, insufficient project resources, not meeting identified performance goals, unresponsiveness, lack of cooperation during HUD monitoring reviews, lack of spending timeliness, refusal to submit required monthly reports, etc). If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Obligated funds are defined as those funds, which the Subrecipient has committed by placing orders, awarding contracts, receiving goods or services, or completing similar documented transactions that require payment in the future. (For purposes of housing rehabilitation activities, funds become obligated when the rehabilitation contract is signed by both the homeowner and contractor.)

In addition to any other remedies the City may have, if, within one (1) year of the date of substantial completion of work, or within one (1) year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, the Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given the Subrecipient a written acceptance of such condition.

C. Performance Measurements

The Subrecipient agrees to comply with all elements of performance measurement systems as described in 2 CFR 200 Subpart D where applicable, and the March 7, 2006 Federal Register "Notice on the Outcome Performance Measurement System for Community Planning and Development's Formula Grant Programs" where applicable.

Programs” where applicable.

D. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

E. Compliance with Federal Acts

The Subrecipient agrees to comply with all applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the regulations pertaining thereto; to all other applicable federal laws and regulations; and to policies of the U.S. Department of Housing and Urban Development (HUD). The Subrecipient further agrees to comply with all subsequent revisions, modifications, and amendments to the above acts, laws, rules, regulations, and procedures which will become immediately effective in this Agreement upon their enactment or promulgation. Failure by the Subrecipient to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, and which the City shall present in writing, shall be sufficient basis for termination by the City.

II. TIME OF PERFORMANCE

A. Start/End

Subrecipient’s services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

Services of the Subrecipient shall start on this **11th day of February, 2019** and end on this **31st day of December, 2019**.

Funds not expended as of the termination date noted above shall be subject to recapture and reprogramming by the City.

The final payment request must be submitted to the City of Flint within 15 days following the end of this contract. The City of Flint is not obligated to reimburse any expenditure incurred after the completion date of this contract, (**December 31, 2019**).

Unspent funds will not be available to the Subrecipient under this Agreement unless and until such time as appropriate City officials have executed a Contract amendment.

B. Contract Amendment

The Division of Community and Economic Development (DCED) may grant a contract amendment to extend the time period for a grant award and/or revise the scope of services to the initial award. DCED will evaluate a request for an amendment for compliance with Consolidated Plan objectives, reporting and financial obligations governing the Community Development Block Grant Program and City and federal contractual requirements. Contract amendments may be approved for a maximum of two six- month terms. The Subrecipient must complete a Contract Amendment Request Form and submit to DCED at least 45 days before the expiration of this written agreement.

DCED’s criteria for approval of a contract amendment request are as follows:

1. The request for an amendment must evidence information that impacted the Subrecipient’s ability to expend funds and perform services as outlined in the scope of services
2. Financial and Activity reports must have been filed on a monthly basis

DCED reserves the right to request additional information or to assess extenuating circumstances in order to substantiate a need for a contract amendment.

DCED will execute an approved contract amendment between the Department and the Subrecipient to extend the time frame of the written agreement and/or change the scope of the agreement prior to the expiration of the initial agreement if all contract amendment conditions are met. For all contract amendments not approved by DCED, all unspent funds will be subject to reprogramming as a component of grant close out procedures.

C. Failure to Perform

a. If, through cause, the Subrecipient shall fail to fulfill in timely and proper manner the obligations of this Agreement, the City shall thereupon have the right to:

1. Give a detailed written notice to the Subrecipient of such violation.
2. Allow the Subrecipient a specified period of time to correct said violation.

b. If, after the specified period of time, the violation has not been corrected to the satisfaction of the CITY, the CITY shall specify a termination date of this Agreement, if not previously stated in the detailed written notice.

c. No specific corrective actions of the Subrecipient shall deprive the CITY of any additional rights and remedies under the terms of this Agreement.

D. Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

III. COMPENSATION AND PAYMENT

The City shall pay for such services as have been set forth herein, a contract price not to exceed **Six Hundred Seventy Five Thousand Dollars and 00/100 (\$675,000.00)** dollars upon submission of proper invoices, releases, affidavits, and other supporting documentation as required.

Subrecipient shall submit supporting documentation and itemized invoices for all services provided under this Agreement identifying:

- A. The date of service
- B. The name of the person providing the service and a specific description of the service provided
- C. The unit rate and the total amount due
- D. A bill setting forth each of the services rendered and the price of the services
- E. Any and all documentation relied on to justify the expense

Payment for eligible expenses shall be made against the line items specified in the budget and in accordance with performance. The City reserves the right to disallow payments to the Subrecipient. Reasons for disallowance may include, but are not limited to, the following: lack of information, calculation errors, ineligible requests, lack of appropriate supporting documentation, lack of prior City approval when required, etc.

The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR 200 Subpart D "Standards for Financial and Program Management."**

Original Monthly Financial Reports and Performance Evaluation and Activity Reports, including all support documentation must be submitted to:

Division of Community and Economic Development
City Of Flint
1101 S. Saginaw Street, S8
Flint, MI 48502

A copy of the Monthly Financial Report should be mailed to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501 – 0246

IV. NOTICES

Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **The Division of Community and Economic Development, and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time.

Notices to the Subrecipient shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Michele Wildman, Genesee County Land Bank Authority, 452 S. Saginaw Street, 2nd Floor, Flint MI, 48502, (810) 257-3090, mwildman@thelandbank.org** or to such other address as may be designated in writing by the Subrecipient from time to time.

V. GENERAL CONDITIONS

A. **Amendments**

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by an authorized representative of both organizations, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule, of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written amendment signed by both the CITY and Subrecipient.

B. Applicable Law

Unless otherwise stated to the contrary in this agreement, this contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state. Notwithstanding any term or condition of this Agreement to the contrary, it is understood by all the parties hereto that nothing in this Agreement will relieve any of the parties from adherence to applicable federal, state, and local laws and regulations.

C. Applicability of OMB Circulars

The Subrecipient shall comply with the policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of CDBG funds.

D. Arbitration

Subrecipient agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Subrecipient must request the City's consent to arbitrate within 30 days from the date the Subrecipient knows or should have known the facts giving rise to the claim, dispute or question.

1. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
2. Within 60 days from the date a request for arbitration is received by the City, the City shall inform Subrecipient whether it agrees to arbitrate. If the City does not consent, Subrecipient may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
3. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
4. Subrecipient's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
5. These provisions shall survive the expiration and/or termination of this Contract in perpetuity.

- E. Certification, Licensing, Debarment, Suspension and Other Responsibilities**
Subrecipient warrants and certifies that Subrecipient and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of federal contracts by any Federal agency. Contract may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Subrecipient contractual relationship with the City.

Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that the Subrecipient performed work under this contract while in non-compliance with this provision, Subrecipient agrees to reimburse the City for any costs that the City must repay to any and all entities.

- F. City Income Tax Withholding**
Subrecipient and any subcontractor engaged in this contract shall withhold from each payment to their employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions as follows:

1. Residents of the City:
At a rate equal to one per cent (1%) of all compensation paid to the employee who is a resident of the City of Flint.
2. Non-residents:
At a rate equal to one-half of one per cent (1/2%) of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of contract.

- G. Compliance**
The Subrecipient agrees to comply with all applicable federal requirements of 24 CFR part 570, state and local laws, and all other regulations governing the funds provided under this contract.

- H. Disclaimer of Contractual Relationship with Subcontractors**
Nothing contained in the Contract Documents shall create any contractual relationship between the City, and a Subrecipient, subcontractor or Sub-Subrecipient, retained or working in association with the Subrecipient.

I. **Good Standing**

Subrecipient must remain current and not be in default of any obligations due to the City of Flint, including but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such a breach shall constitute good cause for the termination of this contract; should the City of Flint decide to terminate on a basis other than conveniences.

J. **Hold Harmless and Indemnification**

To the fullest extent permitted by law, Subrecipient agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers and others working on behalf of the CITY, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Subrecipient's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Subrecipient fail to indemnify the CITY in the above-mentioned circumstances, the CITY may deduct the cost that it incurs from amounts owing under the Agreement without prior notice.

K. **Independent Contractor**

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **It is hereby expressly understood and agreed that Subrecipient is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Subrecipient is not entitled to any benefits not otherwise specified herein.** The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The CITY shall be exempt from Payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

L. **Insurance/Worker's Compensation**

The Subrecipient shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk

Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. The Subrecipient shall maintain the following insurance coverage for the duration of the contract.

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an "Additional Insured". This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(2) Workers' Compensation Insurance in accordance with Michigan statutory requirements including Employers Liability coverage.

(3) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an Additional Insured. This coverage shall be written on ISO business Auto forms covering Automobile Liability, code "any auto".

(4) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion.

Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

The Subrecipient shall furnish the City with two certificates of insurance for all coverage requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City of Flint with not less than 30 days advanced written notice in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division as the "Certificate Holder." The Subrecipient must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, the Subrecipient shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date.

The Subrecipient shall ensure that all Subcontractors utilized obtain and maintain all insurance coverage required by this provision.

M. Liability for Damages and Disallowing Costs

Notwithstanding any term or condition of this Agreement to the contrary, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient, or any disallowed cost; and the City shall have the right to demand of the Subrecipient the return of any Agreement funds used for such disallowed costs, and the Subrecipient agrees to comply with such demand.

N. No Third-Party Beneficiary

No Subcontractor, sub-subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Subrecipient shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Subrecipient as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Subrecipient and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

O. Non-Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Subrecipient from the City under this contract may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

P. Non-disclosure/confidentiality

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited by the Michigan Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Q. Non-Discrimination:

In addition to any other non-discrimination requirements under State or Federal law, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

R. Payment of Withholding and Corporation Taxes and Judgments

During the term of this Agreement, the Subrecipient agrees to provide to the Department of Community and Economic Development, within three working days, a copy of any of the following:

1. Notice from the Internal Revenue Service, the Michigan Department of Treasury, the City of Flint and/or other governmental taxing unit relating to liens, levies, past-due obligations, or judgments of any court; and/or other actions taken by the taxing unit against the Subrecipient.
2. Notice from a bank or other institution of a levy by any of the above taxing units against the account(s) of the Subrecipient.
3. Missing a scheduled payment of withholding and/or corporation taxes and/or scheduled filing of withholding or corporation tax reports to any of the above taxing units.
4. Correspondence generated by the Subrecipient, or any agent acting on

their behalf, to any of the taxing units in response to actions taken by that unit. Failure of the Subrecipient to comply with any of these requirements in full, and in a timely manner, will result in immediate withholding of funds to the Subrecipient until the matter is resolved to the City's satisfaction. Failure on the part of Subrecipient to promptly and fully resolve any outstanding tax problems may result in a recommendation by City staff to the City Council for termination of the Agreement.

This certification is required by the City to determine if the Subrecipient is complying with all the terms and conditions of the Agreement and that it is not intended to be a guarantee to any taxing unit that taxes have been or will be paid.

S. Records/Proprietary Interests of City

All documents, information, reports and the like prepared or generated by the Subrecipient as a result of this contract shall become the sole property of the City of Flint.

T. Rights and Obligations of the City

1. Rights: The CITY shall have the right to:

A. Have access to and examine the books, records, and files of the Subrecipient insofar as is necessary to determine compliance with the terms and conditions of this Agreement.

B. Visit any site, interview any beneficiary, and observe any action covered by this Agreement.

C. Determine the allowability of any cost or expenditure and require of Subrecipient, in writing and within a specified period of time, the reimbursement to the City of any disallowed cost or expenditure paid for by the City. Moreover, if the allowability of expenditures cannot be determined because records or documentation are inadequate, the questionable cost will be declared disallowed and the Subrecipient shall reimburse the City for the amount of such disallowed cost.

D. Promulgate and require adherence to standards, forms, instructions, and procedures for record keeping and reporting by the Subrecipient, and to unilaterally modify or amend those standards, forms, instructions, and procedures to which the Subrecipient must adhere.

2. Obligations: The CITY shall have the obligation to:

A. Make available for review by the Subrecipient each and every act, regulation, rule, and law that is specifically named and incorporated into this Agreement.

B. Notify the Subrecipient of any changes in such act, regulation, rule, and law that is specifically named and incorporated in this Agreement, which may affect the Subrecipient's performance under the terms and

conditions of this Agreement.

C. Provide the Subrecipient with reporting forms, along with written instructions and procedures, as required by the City.

U. Safeguarding of Assets Related to Grants/Loans (If Applicable)

The Subrecipient shall perform the following actions:

1. Execute documents, whether modifications of existing agreements or new agreements, naming the City of Flint ("Flint") in place of the Subrecipient as lender and/or obligee as with all documents executed in connection with any loan(s) or grant(s) received by the Subrecipient;
2. Execute any documents required under the Subrecipient's original agreement(s) relating to its CDBG grant(s)/loan(s) that have not been executed, if any. These shall name Flint as the lender/obligee;
3. Replace Subrecipient's name with Flint on any insurance policies to the extent that Subrecipient has, or is required to be named as an additional insured or beneficiary. If Subrecipient was required to obtain insurance policies but has not, it shall do so immediately with Flint named as additional insured;
4. Execute any and all other documents necessary to grant Flint all of the rights that Subrecipient had under the terms of the loan(s) or grant(s) received by the Subrecipient.
5. Execute any documents necessary to satisfy the requirements of the United States Department of Housing and Urban Development or any other branch of the United States government having jurisdiction.

The documents necessary to effectuate this requirement shall be subject to the sole approval of Flint. The documents shall insure that Flint all the same priority as to any secured property as Subrecipient.

V. Severability

In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provisions may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

W. Suspension or termination/reversion of assets

Either party may terminate this contract 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 scope of service in paragraph I (A) above may only be undertaken with the prior approval of the city. 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 Subrecipient under this agreement shall, at the option of the city, become the property of the city, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Subrecipient 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 CITY may also suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the Subrecipient ineligible for any further participation in CITY contracts in accordance with 2 CFR 200.

This agreement may be terminated by the CITY for reasons of substandard or non-performance, diminution of funds, or any reasons related to changing objectives of the Community Development Block Grant Program or the Agency. The CITY reserves the right to cancel Subrecipient contracts for non-compliance with Section VI (C) requirements. Three months of non-compliance may result in automatic termination.

Upon termination and/or expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand, and any accounts receivable attributable to the use of CDBG funds.

Upon expiration of this Agreement, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or
2. Not used in accordance with the above paragraph, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to,

the property.

X. Standards of Performance

The Subrecipient agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The CITY is relying upon the professional reputation, experience, certification and ability of the Subrecipient. The Subrecipient agrees that all of the obligations required by them under this Contract shall be performed by them or by others employed by them and working under their direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent, upon the Subrecipient maintaining his certification in accordance with the requirements of the state law.

Y. Subcontracting

No subcontract work, if permitted by the CITY, shall be started prior to the written approval of the subcontractor by the CITY. The CITY reserves the right to accept or reject any subcontractor. Any Subagreement (or Contract) entered into by the Subrecipient, for the performance of functions or provision of services under this Agreement, shall be in writing and shall provide that the Subagreement (or Subcontract) recipient shall be bound by all of the applicable terms and conditions of this Agreement, with City of Flint approval

Z. Waiver

Failure of the CITY to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

- a. The Subrecipient agrees to comply with Section 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. The Subrecipient agrees to record all project costs following generally accepted accounting principles and to file reports as required on a cash accounting basis unless waived in writing by the CITY. A separate account number (Fund) or cost recording system must separate all direct and indirect project costs from the Subrecipient's other or general expenditures.

- c. The Subrecipient agrees to establish and follow a cost-allocation plan approved by the CITY for those costs in this Agreement's budget being shared with other projects or funds operated by the Subrecipient.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable;

3. Deposit of Advanced Agreement Funds

All Agreement funds deposited before expenditure (advance) shall be deposited in a non-interest bearing account at a federally insured financial institution. The earning of interest on advanced Agreement funds is prohibited.

B. Documentation and Record-Keeping

1. Records to be maintained:

The Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR 200 Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 2 CFR 200; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570, where applicable.

2. Access to Records

The Subrecipient shall grant access to the City of Flint, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Failure of a Subrecipient to cooperate during a HUD monitoring review may result in suspension or termination of existing, and potentially, future, contracts.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7) years after the termination of all activities

funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for seven (7) years after final disposition of such property. Records for any displaced person must be kept for seven (7) years after final payment.

4. Client Data

The Subrecipient shall maintain data demonstrating applicant/participant eligibility. Such data shall include, but not be limited to applicant name, address, income level, or other basis for determining eligibility. Such information shall be made available to the City for review, in the format and frequency determined by the City.

5. Property Records/Management

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 2 CFR Part 200 Subpart D, as applicable.

- a. The City retains title to all non-expendable personal property acquired with Agreement funds or transferred by the City to the Subrecipient for use in carrying out Agreement activities.
- b. The Subrecipient agrees to establish and maintain a property management system whenever it purchases, with Agreement funds (either in whole or in part), tangible personal property having a useful life of one year or more and an acquisition cost of \$500 or more per unit. Such a system shall also include items transferred by the City to the Subrecipient for use in carrying out Agreement activities.
- c. The Subrecipient shall maintain a record of each item included in the property management system that shall include the following:
 1. A description of the property
 2. Manufacturer's model and serial numbers, Federal stock number, national stock number, City identification number, or other identification number
 3. Source of the property, including grant or other agreement number
 4. Whether title is vested in the Subrecipient, the City, or the Federal Government

5. Acquisition date (or date received if the properties as furnished by the Federal Government or by the City) and unit acquisition cost

6. Location, use and condition of the property and the date the information was reported

7. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency or the City for its share

8. Percentage (at the end of the budget year) of Federal or City participation in the cost of the item

- d. The Subrecipient shall conduct an annual physical inventory of items in the property management system, and shall reconcile that to the property record.
- e. At the City's convenience, a determination shall be made by the City regarding the disposition of each of the property items.
- f. The Subrecipient's property management system shall include safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated by the Subrecipient and fully documented and reported to the City.
- g. The Subrecipient agrees to implement adequate maintenance procedures to keep the property in good condition.
- h. The Subrecipient agrees that it will not cause or allow the property to become encumbered in any manner, sold, or otherwise disposed of without written consent of the City.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Subrecipient shall adhere to regulations as outlined in 2 CFR Part 200 Subpart D, where applicable.

7. Audits & Inspections

The Subrecipient shall submit a copy of an audit of its financial records, performed by an independent Certified Public Accountant, for each fiscal year of the Subrecipient that includes any part of the period of performance of this Agreement. Such audit reports are subject to the audit requirements of 2 CFR Part 200 Subpart F, as applicable, and shall be completed using a reporting format approved in writing by the City and submitted within 180 days following the close of the Subrecipient's fiscal year. The auditor must also prepare an IRS Form-990 and a Management Letter and/or Report on Internal Controls relating to the audit, and a copy of those must be submitted with the audit report. The cost of these audits shall be borne by the Subrecipient.

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, their designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Recipient audits, and as applicable, 2 CFR Part 200 Subpart F.

8. Copyrights and Rights to Data

If this contract results in any copyrightable materials, HUD and the City of Flint reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize to use, the work or materials for government purposes.

If this contract results in any discovery or invention, HUD and the City of Flint shall retain any and all patent rights which arise or is developed in the course of or under said contract.

The Subrecipient shall adhere to regulations as outlined in 2 CFR Part 200 Appendix II(F).

C. Reporting and payment Procedures (2 CFR Part 200 Subpart D)

1. Budgets

The Subrecipient will submit a detailed contract budget of a form and content prescribed and approved by the City. The City and the Subrecipient may agree in writing to revise the budget from time to time in accordance with existing City

policies.

2. Program Income

- a.) The Subrecipient shall retain all program income, and report same to the City on a monthly basis. The use of program income by the Subrecipient shall comply with the requirements set forth in 2 CFR 200 Subpart D. Furthermore, all program income will be utilized only for eligible project costs. Additionally, program income must be expended prior to requesting additional funds.
- b.) The amount of program income received by the Subrecipient does not increase the amount available under the agreement, but is incorporated into the total amount available for use during the contract period.
- c.) Failure to comply with the requirements shall result in the Subrecipient being required to return all program income to the City for use in other eligible program activities.

3. Indirect Costs

In order to charge indirect costs, the Subrecipient must develop an indirect cost allocation plan to determine the appropriate City share of administrative costs. This plan must be approved by both the City and HUD prior to implementation.

4. Payment Procedures

The City will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

5. Reimbursement of Ineligible Expenses

If funds disbursed to Service Provider are later determined to be ineligible expenses according to HUD, the Service Provider will be required to reimburse the City of Flint in full for all such determined ineligible activities.

The Service Provider agrees to reimburse the City of Flint for any cost disallowed by HUD, which result in the City repaying said costs to HUD.

6. Progress Reports

The Subrecipient shall submit regular monthly Progress Reports to the City in the form and content required by the City. Activity reports shall be submitted to the City by the 15th day of the following month, for the previous month's activities. These are required even if the agency is not submitting a request for reimbursement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current city policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. Federal Procurement Standards

The Subrecipient shall procure materials in accordance with standards as outlined in 2 CFR Part 200 Subpart D, §200.317 - § 200.326.

3. Women/Minority-owned Business Enterprises (W/MBE)

The Subrecipient will afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. The term minority and female business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, minority group members are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places.

5. Equal Employment Opportunity/Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is a Federally Regulated Equal Employment Opportunity or Affirmative Action employer.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of

September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by regulations at 41 CFR 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and take affirmative action in hiring, training, and promoting minority group persons and women to bring about reasonably representative integration of their employees. For purposes of this Agreement, a "minority group person" includes one of the following:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish Culture or origin, regardless of race)
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification).

The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000.

The Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (outlined at Executive Order 11246 and included in the CITY's Standard Operating Procedures) is required to be included in all nonexempt Federal and federally assisted construction contracts in excess of \$10,000.

The Subrecipient further agrees to review or examine with the City relevant employment data and other information pertaining to its hiring practices.

6. Subcontract Provisions

The City of Flint is required to follow the Federally Regulated Affirmative Action Compliance Program. The Subrecipient will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or vendor.

7. Bid Opening Procedures

- a. Bids shall be submitted sealed to the Subrecipient and shall be identified as a sealed bid on the envelope.
- b. Opening of bids shall be done in public at the time and place stated (at the City of Flint, Division of Community and Economic Development – **PLEASE REFER TO STANDARD OPERATING PROCEDURES FOR BID PROCESS**).
- c. A tabulation of all bids received must be made available for public inspection. A copy of the bid opening and tabulation form must be sent to the Program Monitor for approval before formal awarding of bid.
- d. The Subrecipient shall submit a copy of its purchasing policies and procedures annually to the City.

E. **Travel**

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

F. **Relocation, Acquisition and Displacement**

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D relating to the acquisition and disposition of all real property utilizing grant funds, and to 49 CFR Part 24 regarding the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. **Civil Rights**

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. (24 CFR 85.36(l)(3))

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

This nondiscrimination requirement is in accordance with one or more of the following Federal and State laws, regulations, and executive orders:

- a. Fair Housing Act (42 U.S.C. 3601 et seq) and implementing regulations at 24 CFR part 100
- b. Executive Order 11063 and implementing regulations at 24 CFR Part 107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and implementing regulation at 24 CFR Part 1
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Par 146
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8
- f. Executive Order 11246 and the regulations issued at 41 CFR

Chapter 60;

- g. Executive Orders 11625, 12432, and 12138
- h. Elliott-Larsen Civil Rights Act, Act. No. 453, Michigan Public Acts of 1976, as amended

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Employment Restrictions

1. Prohibited Activity

CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally financed in whole or in part with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

The Subrecipient is also prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities.

No funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United

States, the legislature of the State of Michigan, or any local legislative body unless such use of funds is authorized in writing by the City.

No CDBG funds shall be paid, by or on behalf of the Subrecipient, to any person of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than CDBG funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language in this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Michigan Right to Know Act.

4. Labor Standards (2 CFR Part 200, Appendix II)

a. **Copeland "Anti-Kickback" Act (U.S.C. 874)**

The Subrecipient shall comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or public Work Financed in Whole or in Part by Loans or Grants from the United States.) The Act provides that contractors or subcontractors

shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. All suspected or reported violations must be reported to HUD.

b. Davis-Bacon Act (40 U.S.C. 276A-7)

The Subrecipient shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. All suspected or reported violations must be reported to HUD.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

The Subrecipient 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 workweek is permissible provided that the worker is compensated at a rate of not less than 1½ 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 Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient 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 Subrecipient 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 adopted by the City 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 Subrecipient of its obligation, if any, to require payment of the higher wage.

5. "Section 3" Clause

a. **Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

Section 3 compliance is triggered when the normal completion of construction and rehabilitation projects and projects arising from such, creates the need for new employment, contracting or training opportunities. The Subrecipient should refer to the CITY's Standard Operating Procedures for full Section 3 reporting and monitoring requirements.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action upon finding that the Subrecipient is in violation of regulations issued by the City. The Subrecipient will not subcontract with any Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code, per the Hatch Act of 1939, as amended.

2. Conflict of Interest

In addition to the conflicts-of-interest requirements in 2 CFR Part 200 Subpart B, §200.112, no person-

a. Who is an employee, agent, consultant, officer, or elected or

appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

- b. Who is in a position to participate in a decision making process or gain inside information with regard to such activities - may obtain a personal or financial interest or benefit from the activity, or have an Interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, unless a waiver is obtained from HUD.

The Subrecipient must inform the City, in writing, of all cases of potential conflict of interest for a determination of applicability of this requirement.

3. Subcontracts (2 CFR Part 200, Subpart D)

a. **Selection and Approvals**

No subcontract work, if permitted by the City, shall be started prior to the written approval to the Subrecipient by the City. The City reserves the right to accept or reject any subcontractor.

The Subrecipient shall insure that all subcontracts included in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. **Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content**

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

4. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal

regulations specified in 24 CFR 570.200(j).

5. Lobbying (31 U.S.C. 1352)

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. *Lobbying Certification*
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. ENVIRONMENTAL CONDITIONS

The Subrecipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671), Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Executive Order 1738, and Environmental Protection Agency regulations (40 CFR Part 15).

The Subrecipient agrees to comply with the following regulations as they apply to the performance of this contract:

A. Clean Air Act & Federal Water Pollution Control Act (2 CFR Part 200, Appendix II)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

C. Lead-Based Paint

The Subrecipient shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR part 35 and the Community Development Block Grant regulations regarding lead based paint at 24 CFR 570.608. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

The Subrecipient also agrees to comply with the provision of the City Ordinance governing Historic properties and districts, and the City's Environmental Standard Operating Procedures.

E. Energy Efficiency Standards (24 CFR 85.36(l)(13))

The Subrecipient shall comply with all mandatory standards and policies relating

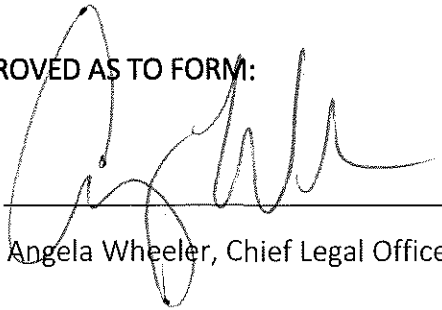
to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871

IX. WHOLE AGREEMENT/IDENTIFICATION OF CONTRACT DOCUMENTS

This written agreement, including documents cited herein or affixed hereto (Attachment A), embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

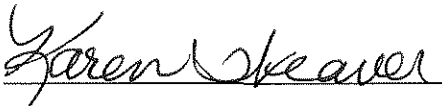
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

APPROVED AS TO FORM:

By: 
Angela Wheeler, Chief Legal Officer

3-1-19
Date

CITY OF FLINT, a Michigan Municipal Corp.:

By: 
Dr. Karen Weaver, Mayor

3-5-19
Date

SUBRICIPIENT:

 04/05/2019
Date

WITNESS:

 4-5-19
Date



GENESEE COUNTY LAND BANK
CONTRACT DEVELOPMENT PACKET
CDBG/ESG PROGRAM YEAR 18-19

City of Flint
CONTRACT DEVELOPMENT PACKET
CDBG/ESG Program Year 18-19

Project Name: Commercial and Residential Demolition
(Complete one packet for each project)

Select Project Type

1. ESG	_____	4. Facility Improvements	_____
2. Public Service	_____	5. Economic Development	_____
3. Housing	_____	6. Public Improvements	_____
		7. Interim Assistance	_____

Name of Agency: Genesee County Land Bank Authority

Address: 452 S Saginaw Street
Flint, MI 48502

Contact Person: Faith Finholm Phone: 810-257-3088 ext 539

Fax: 810-257-3090 Email: ffinholm@thelandbank.org

Total CDBG/ESG Funds Approved: \$675,000

Please provide a detailed scope of services to be performed, including population to be served, estimated number of persons or households served, and geographic area of services (census tracts or city-wide). Also indicate how your project is ready to implement. Attach documents, i.e., evidence of site control, summary of cost estimates, availability of utilities, preliminary plans and specifications, other financing commitments, evidence of proper zoning, etc. (Attach additional sheet if needed)

The Genesee County Land Bank Authority (GCLBA) will use Community Development Block Grant funding to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The demolitions will build upon the success of previous and ongoing demolitions completed under the Neighborhood Stabilization Program, Michigan Blight Elimination Grant, Hardest Hit Fund, and previous allocations of CDBG dollars for demolition. The blighted structures to be demolished will include a mix of commercial and residential structures. GCLBA will collaborate with the City of Flint to identify eligible properties for demolition in the Flint Neighborhoods. Eligible properties include GCLBA owned blighted properties or privately owned blighted properties that have gone through the City's Board of Appeals process and have up-to-date and complete documentation. If the City is unable to provide complete documentation for privately-owned structures, only Land Bank owned demolitions will be completed. The process for completing demolitions includes: inspection, environmental survey, abatement, demolition, basement removal, filling, grading, seeding and mulching. Due to the nature of commercial demolition projects additional environmental inspections, oversight, and consulting may be necessary.

CDBG dollars may be used to employ an environmental consultant to assist in preparing specifications and overseeing the demolition of environmentally sensitive commercial projects. Population served: The residents of the City of Flint will benefit from the demolition of blighted structures. The Geographic area of service will be in the City of Flint. The current average estimated cost of a residential demolition in the City of Flint is \$13,500. The estimated cost of commercial demolition varies greatly depending on the size and scope of the project. GCLBA is constantly seeking additional funding to leverage and match currently held grants. Other funding sources may include Environmental Protection Agency, Michigan State Housing Development Authority, Michigan Land Bank Authority, and Michigan Department of Environmental Quality and other local public and private contributions as they may come available.

Project Schedule/ Benchmarks

List all services/activities for each reporting quarter separately. Include estimates of number of clients served, stage of project completion, progress of program participants, etc. What will your project or program accomplish each quarter? Please be specific. This information will be used to evaluate how well your programs or projects are meeting the needs of the community based on established objectives and output indicators.

1st Quarter Activities: From <u>October 1, 2018</u> To <u>December 31, 2018</u>
Secure contract, begin preliminary environmental investigations/remediation on identified sites. Work with City to identify and confirm priority demolitions. Request and coordinate utility retirements. Prepare and release bid specification for identified demolitions.

2nd Quarter Activities From <u>January, 1 2019</u> To <u>March 31, 2019</u>
Review bids and award contracts for environmental consulting, abatement, and demolition work as necessary. Oversee the demolition work. Identify remaining funds and work with City to identify additional priority demolitions. Begin environmental investigations, remediation, and request utility retirements for additionally identified structures. Prepare and release bid specifications. Make progress payments as necessary while completing site inspections. Request progress payments from City.

3rd Quarter Activities From <u>April 1, 2019</u> To <u>June 30, 2019</u>
Complete demolition of priority commercial demolitions to include final grades, seed, and mulch. Review bids and award contracts for additionally identified sites. Oversee demolition contracts. Inspect sites to ensure work is completed in compliance with scope. Make payment and closeout projects. Closeout grant and provide all required documentation as feasible. Audit files to ensure all file are in alignment with CDBG requirements. Begin bidding process for any additionally identified priority demolitions that may be identified for any remaining funds.

4th Quarter Activities From <u>July 1, 2019</u> To <u>September 30, 2019</u>
Complete demolition of priority commercial demolitions to include final grades, seed, and mulch. Review bids and award contracts for additionally identified sites. Oversee demolition contracts. Inspect sites to ensure work is completed in compliance with scope. Make payment and closeout projects. Closeout grant and provide all required documentation. Audit files to ensure all file are in alignment with CDBG requirements.

Performance Measurement System

Using the objective and outcome performance choices you select below, please explain how performance will be measured to ensure that productivity is achieved and impact is obtained to reflect your agency's progress toward addressing the issue for which your program was designed to address.

Please select the **Objective** which best reflects the goal or purpose of the program. (What is the larger community need that you are seeking to address?) Select **only** one of the following three objectives.

- 1. Creating Suitable Living Environments
- 2. Providing Decent Housing
- 3. Creating Economic Opportunities

Please select the **Outcome** which best reflects the goal or purpose of the program. (What type of change or result are you seeking?) Select **only** one of the following three outcomes.

- 1. Availability/Accessibility
- 2. Affordability
- 3. Sustainability

The Demolition Program benefits the community by improving sustainability of neighborhoods for low to moderate income persons living in the City of Flint. The community wide program will demolish approximately 24 commercial/residential structures that are at risk to the health and safety of the City of Flint residents. Benefits of demolishing vacant, abandoned, and blighted structures are manifold and include: increased property values for the surrounding area, decreased crime rates, and increased tax revenues to local municipalities as property values increase and other property is returned to productive use. Increased tax revenues for municipalities translate into more and better services for area residents. These benefits assist individuals, households, neighborhoods, and municipalities. The estimated cost of a residential demolition is \$13,500.00. The estimated cost of a commercial demolition project ranges from \$13,500.00 to more than \$300,000.00 due to special considerations and environmental concerns associated with demolition of commercial structures. The total number of commercial and residential demolitions to be completed with this funding is estimated to be 24; however, the actual number completed will be dependent on the selected projects and associated costs.

Project Budget

Line Item	CDBG/ ESG	Other Project Sources	Total Project Costs	Identification of Other Financial Sources for Project	Amount	Cash or In-Kind	Date Available
Salaries/Wages	\$41,856.00						
Fringes	\$20,250.00						
Office Supplies							
Postage							
Office Equipment							
Food/Med/Housekeeping							
Gas & Oil							
Auditing							
Custodial							
Professional Services	\$601,536.00						
Other Contract Services							
Bank Charges							
Telephone							
Mileage Reimbursement							
Vehicle maintenance							
Trips							
Publishing							
Insurance & Bonding							
Total					\$0.00	\$0.00	
ESG Match Sources (24 CFR 576.51)					Amount	Cash or In- Kind	Date Available
Building Rent							
Program Equipment							
Utilities							
Building Repairs/Maint							
Equipment Repairs/Maint							
Training							
Other 1	\$11,358.00						
Other 2							
Other 3							
Program Totals	\$675,000.00	\$0.00	\$0.00	Total	\$0.00	\$0.00	
Budget for use with CDBG and ESG only							

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Grants Manager (60%)	26.36*40*52*.6	\$32,900.00
Demolition Team Leader or equivalent (10%)	23.56*40*52*.1	\$4,900.00
File Clerk (30%)	12.5*20*52*.3	\$4,056.00
Position 4		
Position 5		
Position 6		
SUB-TOTAL		\$41,856.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Grants Manager (60%)	14.13*40*52*.6	\$17,650.00
Demolition Program Manager or equivalent (10%) (rate 1.26)		\$2,200.00
File Clerk (30%) (rate 1.26)		\$400.00
Fringe benefit 4		
Fringe benefit 5		
SUB-TOTAL		\$20,250.00
Total Personnel & Fringe Benefits		\$62,106.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1, two lines per entry				
Travel entry 2				
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				

TOTAL \$0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Equipment entry 1, one line per entry		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		

TOTAL \$0.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Supply Item 1, one line per entry		
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		

TOTAL \$0.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		

TOTAL \$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Supply Item 1, one line per entry	maximum of three lines		
Supply Item 1, one line per entry			
Supply item 1, one line per entry			
Supply item 1, one line per entry			
<i>Subtotal</i>			\$0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
<i>Subtotal</i>			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Contracts for services to prepare properties for demolition - environmental consultant for demolition oversight, hazardous surveys, abatement, water and sewer cuts, demolition	\$601,536.00
maximum of four lines	
<i>Subtotal</i>	
TOTAL	
\$601,536.00	

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Demolition Inspections. Approximately 3 inspections per project visits to monitor quality and compliance. For rate justification see attached Demolition Inspector Job Desc. and Inspection & Report Fees documents.	25*80.32	\$2,008.00
Overhead rate to provide for supplies, postage, and other costs. This rate is calculated at 15% of salary and fringes	62106*.15	\$9,350.00
TOTAL		\$11,358.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$41,856.00</u>
B. Fringe Benefits	<u>\$20,250.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$601,536.00</u>
H. Other	<u>\$11,358.00</u>
Total Direct Costs	<u>\$675,000.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$675,000.00</u>

Federal Request	<u>\$675,000.00</u>
Non-Federal Amount	<u>\$0.00</u>



CERTIFICATE OF LIABILITY INSURANCE

Mary Jarvis
DATE (MM/DD/YYYY)
4/12/2018

PRODUCER (810) 694-2050 FAX: (810) 694-2055
 Lake Agency, Inc
 A Lighthouse Company
 1537 East Hill Road
 Grand Blanc MI 48439-5186

INSURED
 Berridge Place Llc And
 Genesee County Land Bank
 452 S. Saginaw St
 Flint MI 48502-1826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Home-Owners		26638
INSURER B: Accident Fund Ins Co of Amer		10166
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A			GENERAL LIABILITY	14051484	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			
A			AUTOMOBILE LIABILITY	4797917900	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/>	HIRED AUTOS							
<input checked="" type="checkbox"/>	NON-OWNED AUTOS							
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
			EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
			<input type="checkbox"/>					\$
			<input type="checkbox"/>				DEDUCTIBLE	\$
			<input type="checkbox"/>				RETENTION \$	\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV6111174	4/26/2018	4/26/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y/N	
			<input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
			OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Flint and its officers, agents and employee's are added as additional insureds with respects to the above captioned general liability policy 30 days notice of cancellation included.

CERTIFICATE HOLDER	CANCELLATION
City of Flint 1101 S. Saginaw St. Flint, MI 48501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Cort Niemi/KHAMMO

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Department of Community & Economic Development

Dr. Karen Weaver
Mayor

Steve Branch
Interim City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: _____

HOME ADDRESS: _____

DBA: Genesee County Land Bank

BUSINESS ADDRESS: 452 South Saginaw Street, Flint, Michigan 48502

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.	<u>CURRENT</u>	DELINQUENT
PROPERTY TAXES DIV.	<u>CURRENT</u>	DELINQUENT
INCOME TAX DIV.	<u>CURRENT</u>	DELINQUENT
ENFORCEMENT	<u>CURRENT</u>	DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC: CURRENT DELINQUENT N/A
(108 Loans, EDC loans, mortgage repayments, etc)

ged 9-5-18
City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

Kevin L. Mills 4 SEP 2018
DCED Staff Person and Date

Karla Hewes 9-5-18
City of Flint Customer Serv. Representative and Date

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 003805105
Functional Area: Entity Management, Performance Information

ENTITY	GENESEE COUNTY LAND BANK	Status: Active
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DUNS: 003805105	+4:	CAGE Code: 5BA47	DoDAAC:
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Expiration Date: Aug 21, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 452 S SAGINAW ST

City: FLINT

ZIP Code: 48502-1826

State/Province: MICHIGAN

Country: UNITED STATES
