



# Genesee County Land Bank Authority Blight Elimination Program

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

BID NUMBER: #LB: 20-006

**DUE DATE: Tuesday, November 17, 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)

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

#### INTRODUCTION

##### Overview

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

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

- Community Development Block Grant (CDBG) Funding
- C.S. Mott Foundation Blight Elimination Grant Funding- Choice Neighborhoods

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 Contractor lists can respond to IFB's issued by the GCLBA.**

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

Addendums to this IFB can be found at [www.thelandbank.org](http://www.thelandbank.org) under the tab *Current Bids*. Prior to bidding, please check for updates to this Invitation for Bids.

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/DVBE and Section 3 business enterprises. Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows:

10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex - architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

For additional information please refer to Attachment E and the following links:

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3)

<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 as defined in the Environmental Construction Management Plan (ECMP) Obligations Document. 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: #20-006**

**Bid Number: LB 20-006**



**DUE DATE: Tuesday, November 17, 2020 @ 3:00 pm EST**

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

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 Genesee County Land Bank from the date set for opening will be considered non-responsive and will be rejected.

The GCLBA reserves the right to reject any or all 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 \$1,000.00 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 packet includes all of the required documentation, Contractor can resubmit to the GCLBA for processing. **When payment packets have been approved and include all required documentation, payment request will be submitted for processing.** Payment to Contractor will be made by the GCLBA in 30 to 60 days upon receiving approved and complete payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.)

### **Federal, State, and Local Regulations**

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, MDEQ/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 MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) [http://www.michigan.gov/documents/CIS\\_WSH\\_part602\\_37719\\_7.pdf](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 Land Banks website: [www.thelandbank.org](http://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.

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

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

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

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

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

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

**A. Work Plan**

1. Address Specific Schedule and sequence of work
2. Sampling and analysis protocols
3. Quality Control
4. Submittals

**B. Health and Safety Plan**

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

Bidders can request access to Environmental Site Assessments as necessary and Pre-demolition surveys by e-mailing their request to [ffinholm@thelanbank.org](mailto:ffinholm@thelanbank.org). Bidders will be invited to review information via Box.com.

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

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



cost associated with securing water cuts for structures in bid list(s) are sufficiently represented in the fee under the demolition scope.

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

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

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

The Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property (see Appendix 10). 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 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. <b>This IS a Section 3 Covered contract</b> )	Pass/Fail
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**Threshold Requirements PASS/FAIL (continued)**

Evidence of Insurance is provided as defined in <b>Attachment A</b>	Pass/Fail
Qualifications and References Provided ( <b>Attachment B</b> )	Pass/Fail
Certification Form Note is provided ( <b>Attachment C</b> )	Pass/Fail
Pricing proposal ( <b>Attachment D</b> )	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 (includes identification of Competent Person as defined on Environmental Construction Management Plan)	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal provided ( <b>Attachment D</b> )	Pass/Fail
Local Hiring, HUD Section 3, MBE/WBE/DVBE, if applicable ( <b>Attachment E &amp; G</b> ) (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 ( <b>Attachment F</b> )	Pass/Fail
Debarment Certification ( <b>Attachment H</b> )	Pass/Fail
Environmental Construction Management Plan Checklist and Contractor Disclosure Statement ( <b>Appendix 11</b> )	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:

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	x=lesser of:
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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.
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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>

## **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 involving the removal and disposal of waste or storage tanks. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. ***(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured for all contracts.***
5. **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):
- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
  - 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.
  - 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).
  - 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.
  - Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.
10. Other State License and or Certification:
- Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
  - 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:

- The principal place of business and the contact person, title, telephone/fax numbers and email address.
- 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.
- Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
- 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](http://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
  - 9.

#### **IMPORTANT DATES**

<b>Bids Due</b>	<b>Tuesday, November 17, 2020</b>
<b>Notice of Award</b>	<b>On or around Tuesday, November 24, 2020</b>
<b>Contract Signed</b>	<b>On or around Tuesday, December 4, 2020</b>
<b>Start Work</b>	<b>On or around Wednesday, December 5, 2020</b>
<b>REQUIRED: Winter-grade (Rough grade) work completed and paperwork/payment request submitted</b>	<b>Friday, February 5, 2021</b>
<b>Final-grade seed and straw work completed and Paperwork/ Payment Request submitted (NO EXCEPTIONS)</b>	<b>On or before Friday, April 30, 2021</b>

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](mailto:FFINHOLM@THELANDBANK.ORG)**

## SUBMITTAL DUE DATE

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

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 **[ffinholtm@thelandbank.org](mailto:ffinholtm@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](http://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](http://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, November 17, 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 must be delivered via a post service to:



Faith Finholm, Grants Manager (LB# 20-006)  
Genesee County Land Bank Authority  
452 S. Saginaw St. 2<sup>nd</sup> Floor  
Flint, MI 48502

A public bid opening will be held via Zoom immediately following 3:00 pm on Tuesday, November 17, 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](mailto: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	<b>** Some of the submittal requirements are included in the attachments. (PAGE 1)</b>
			<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"/> <b>Bid Bond</b>
			<input type="checkbox"/> SAM registration printout proving active status and DUNS ( <a href="https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf">https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf</a> )
			<input type="checkbox"/> <b>Current Certificate of Good Standing</b> (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"/> <b>Evidence of Insurance</b> (Attachment A) <b>(Including Pollution Liability)</b>
			<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"/> <b>Contractor Disclosure Statement- Environmental Construction Management Plan Obligations</b>
			<input type="checkbox"/> <b>Evidence of Financial Stability</b> - Two most recent years tax returns and corresponding annual financial statements

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	<b>** Some of the submittal requirements are included in the attachments. (PAGE 2)</b>
			<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. Include acknowledgment of projects requiring alternate work practices for Class I material. Successful bidders may be requested to provide alternate practices.
			<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/EGLE – NESHAQ PROGRAM AND NOTICES
- 3. MAP AND BOUNDARIES OF TARGET AREAS
- 4. FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5. SAMPLE CONTRACT AND PAYMENT REQUEST PACKET
- 6. EXAMPLE ABATEMENT SUMMARY SHEET
- 7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8. EVALUATION CRITERIA & SCORING
- 9. GCLBA DOOR HANGER
- 10. GCLBA PRE-ABATEMENT WALKTHROUGH FORM, PRE-DEMOLITION WALKTHROUGH FORM
- 11. CDBG CONTRACT BETWEEN THE CITY OF FLINT AND GCLBA
- 12. ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN/CONTRACTOR DISCLOSURE STATEMENT

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

### Coverages Required

- | 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<br>\$500,000 policy limit, disease                          |
| 3. General Liability 1,000,000/OCC/AGG   | Including Premises/operations<br>\$1,000,000 per occurrence with \$2,000,000 aggregate |
| 4. Professional liability  | \$1,000,000 including errors & omissions<br>\$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<br>Owned, hired, nonowned  | \$1,000,000 combined single limit each<br>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:<br>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  |  |

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**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.**

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### Bidder's Statement

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

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Bidder

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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 20-006-1	LB 20-006-2
BASE BID AMOUNT	\$	\$

### **Statement of Experience**

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

Years of Individual Experience: \_\_\_\_\_

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

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### **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:

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

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Timeline of projects scheduled concurrent with GCLB projects

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**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): \_\_\_\_\_

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**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: \_\_\_\_\_

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Sub-Contractor's Number of employees: \_\_\_\_\_

List of equipment (can attach list if need): \_\_\_\_\_

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

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

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

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- **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?:**

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- **Identify structures in this bid in which ACM will remain during demolition. Please note, any demolition involving Class I material remaining in place requires the preparation and implementation of a project specific work plan by a Certified Industrial Hygienist (CIH) that is also a licensed asbestos project designer per MIOSHA/OSHA and industry standard 1926.1101(g)(6). GCLBA may request the successful contractor to produce these project specific plans prior to issuing a Notice to Proceed for demolition. List ACM to remain (Use additional sheets as necessary):**

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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 20-006

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

FOR: Invitation to Bid #LB 20-006 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")

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential Structures having examined Bid #LB: 20-006 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: 20-006, 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.

## **ATTENTION:**

***It is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, whether or not a structure will ultimately be demolished as asbestos containing.*** Conditions inhibiting the abatement of identified materials must be thoroughly documented and explained. Properties that will be demolished containing Class I Asbestos Containing Material requires an alternate work practice be prepared as defined in 1926.1101(g)(6) by “A certified industrial hygienist or licensed professional engineer who is also qualified as a project designer...” Alternate work practices are to be specific to individual projects as indicated by address and as necessary. Successful contractors may be requested to produce compliant alternate work practices prior to receiving Notice to Proceed with demolition.

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

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

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

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

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

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

# 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 # - LB20-006-1								Abatement Scope of Work			Demolition Scope of Work			Project Total
No	PARCEL-NO	Address	Dir	Street	City	Zip	Fund	Hazardous Materials Bid	Asbestos Bid	Tires	Demo	Backfill	Final-grade, seed & mulch	
1	41-20-430-025	3006	S	DORT HWY*	FLINT	48507	Mott CN							
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN							

20-006-1 BASE BID TOTAL \_\_\_\_\_

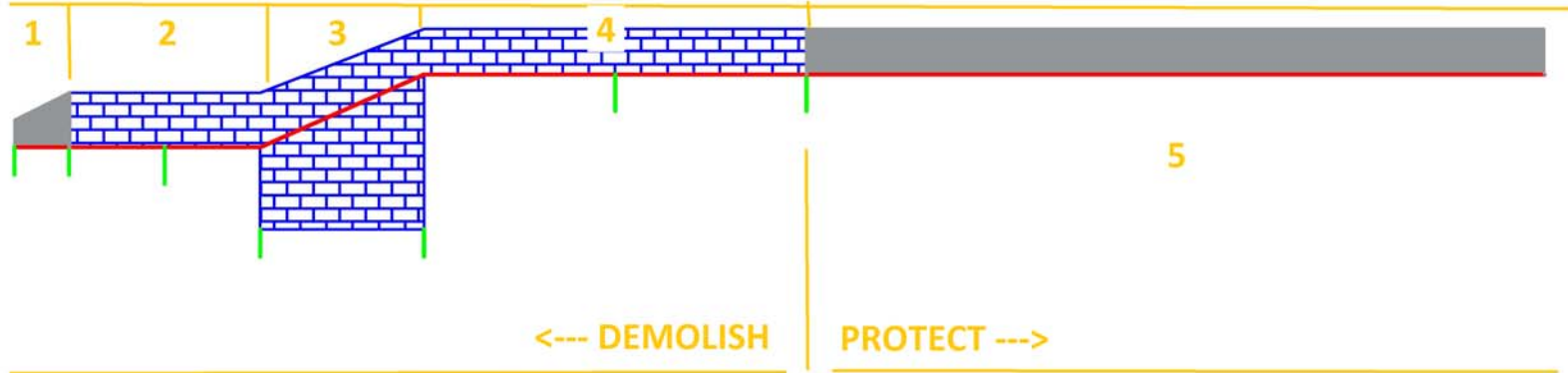
BID LIST # - LB-20-006-2 SEVENTH MLK							Unit	Est Qty	Unit Price	Proposal Price
No	Description						s			
1	Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials to include Asbestos Abatement						LS	1	Lump Sum	
2	Demolition 116 SEVENTH- completely demolish and remove buildings, 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	
3	Demolition 1001 M L King Ave retaining wall and remaining site improvements in compliance with Due Care Compliance Plan. Contractor is to completely demolish and remove items 1- 4 as listed in site observations/drawing. Item 5, poured concrete retaining wall north of CMU brick, is to be protected. Completely demolish and remove CMU Brick retaining wall south to Seventh Ave, basement wall, remaining foundation and footers as specified in drawing. To include removal of trees, shrubs and bushes west of the retaining wall, within 5 feet of the wall, and along the portion to be demolished. Contractor is to protect poured concrete retaining wall north of the CMU Brick. Contractor is responsible for contracting utility companies as necessary to determine requirements to remove or relocate on-site utility poles and associated telecommunication, cable, and electrical lines that exist in the vicinity of the retaining wall.						LS	1	Lump Sum	

4	Backfill, compact, rough grade- Contractor shall procure, transport, place, compact excavations and rough grade sites (1002 Garland, 116 Seventh, 1001 M L King) to match adjacent grades and sloping soil towards storm drains/catch basins, to facilitate site drainage with Owner approved fill material to 6" below grade. Slope backfill to existing storm drains and adjust catch basin elevations as necessary to prevent storm water ponding on Site. All grading activities are to move from West to East- from Garland and Seventh toward M L King Ave. No soils are to leave the site of 1001 M L King Ave. All work is to be conducted in accordance with the Due Care Compliance Plan.	LS	1	Lump Sum	
5	Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water for sites (1002 Garland, 116 Seventh, 1001 M L King).	LS	1	Lump Sum	

**20-006-2 BASE BID TOTAL** \_\_\_\_\_

<b>20-006 Alternates</b>					
<b>Item No</b>	<b>Description</b>	<b>Units</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Propsoal Price (Units x Est Qty)</b>
<b>A</b>	<b>Characterization of impacted materials: soil or liquids.</b> Unknown waste material characterization (TCLP).	Per Waste Stream	0		
<b>B</b>	<b>Disposal of impacted, non-hazardous soils/liquids.</b> Mobilization, site security, excavation, transportation and disposal of impacted soils/liquids considered non-hazardous.	YD/55 Gallon Drum	0		
<b>C</b>	<b>Disposal of impacted, hazardous soils/liquids.</b> Mobilization, site security, excavation, transportation and disposal of impacted soils/liquids considered hazardous. Assume hazardous levels of Tetrachlorothene as identified in 1001 M L King Ave Due Care Plan and Demolition Oversight Report.	YD/55 Gallon Drum	0		

7TH AVENUE



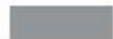
MARTIN LUTHER KING AVENUE



**LEGEND:**



CMU BRICK WALL



POURED CONCRETE WALL



SURFACE GRADE LEVEL



ASSUMED FOOTER LOCATION

NOTE: All locations are approximate and must be field verified.

**ANNOTATIONS MADE BY GENESEE COUNTY LAND BANK FOR BIDDING PURPOSES. THE NUMBERED SECTIONS COINCIDE WITH "REMAINING WALL OBSERVATIONS" DOCUMENT.**



*Environmental Services*  
37483 Interchange Drive, Farmington Hills, Michigan 48335  
Tel (248) 957-9911 Fax (248) 957-9909

PROJECT NAME:	1001 MLK 1001 Martin Luther King Avenue, Flint, MI 48503	DRAWN BY:	T. Putvin	DATE:	07-17-2020	DRAWING NO.:	1
TITLE:	Remaining Wall Map	PROJECT MGR:	J. Boland	PROJECT NO.:	0166-1297-2		



## REMAINING WALL OBSERVATIONS

Per the client's request PSI is providing information about the remaining retaining wall that was left in place after the demolition activities:

- The wall runs the length of the Western property boundary.
- The wall starts along near the Southern property boundary, at Seventh Street, and proceeds to the Northern property boundary that is shared with a vacant lot with the address of 1015 Martin Luther King Avenue.
- The wall is the east west property boundary between 1001 MLK on the East with 116 Seventh Avenue, 1008 Garland Street, and 1012 Garland Street on the west.
- The length of the wall is approximately 150 feet.
- The wall continues past the north property boundary and is the west boundary of 1015 Martin Luther King Avenue.
- The wall ranges between 1 foot and 5 feet above surface grade.
- There is a former basement portion that extends 8 feet below surface grade.
- The wall consists of five different sections.
  - These sections are comprised of poured concrete, CMU, and brick and mortar.
  - Starting at the most southern point of the wall at Seventh Ave the sections are as follow:
    1. 6 feet in length of poured concrete ranging from 1 foot to 3 feet above grade.
    2. 40 feet in length of CMU 4 feet above grade.
    3. 20 feet in length of CMU wall and basement 8 feet below grade and ranging between 3 and 5 feet above grade.
    4. 40 feet in length of CMU 5 feet above grade.
    5. 45 feet in length of poured concrete 3 feet above grade.
- The wall has seven (7) concrete footers (4 feet deep) that are assumed to present at the start, end, and between each of the sections.

# ABATEMENT BID TABS

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

No	Parcel-NO	Address	Direction	Street	City	Zip	Fund	Category	Material	Location	Quantity	UNIT
1	41-20-430-025	3006	S	DORT HWY*	FLINT	48507	Mott CN	ACM	Multi-Layered Flooring w/Adhesive (Beige Top-Layer) *Tile is deemed to be an ACM due to the adhesive layer attached	FS 1	50	SF
1	41-20-430-025	3006	S	DORT HWY*	FLINT	48507	Mott CN	ACM	Debris Pile 1 (DP 1)	FS 1	20	CYD
1	41-20-430-025	3006	S	DORT HWY*	FLINT	48507	Mott CN	TIRES	Tires	FS 1, EA 3	16	
1	41-20-430-025	3006	S	DORT HWY*	FLINT	48507	Mott CN	NOTE	<b>Limited survey. Structure is collapsed and is heavily burned. Roof and walls are collapsed</b>			
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	9"x9" Floor Tile w/Adhesive (Tan/Black)	FS 1	30	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Light Heat Shield (White/Silver)	FS 5	1	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	12"x12" Floor Tile w/Adhesive (Red)	FS 9	100	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Glue Pods (Black)	FS 9	6200	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Multi-Layered Flooring w/Adhesive (Gray Top-Layer)	FS 12	140	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Ceramic Wall Tile System (White/Beige)	FS 15, 21, 23	225	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	9"x9" Floor Tile w/Adhesive (Tan)	FS 11, 25	20	SF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Roof Flashing (Black)	EA 10	50	LF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Expansion Joint (Black)	EA 7, 9	425	LF
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Debris Pile 1 (DP 1)	EA 2	0.25	CYD
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	ACM	Vermiculite	FS 10-12, 26	4.25	CYD
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Light Ballasts	FS 2	1	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Paint Cans	FS 2,5,9	12	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Refrigerators	FS 1	2	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Security Systems	FS 17	1	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Smoke Detectors	FS 5, 11, 14, 17, 18, 19	10	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Thermostats	FS 19	1	
2	41-16-379-041	2043		TEBO ST	FLINT	48503	Mott CN	HAZ	Fluorescent Light Bulbs	FS 18, 19	4	
3	40-12-259-019	116		SEVENTH AVE	FLINT	48503	CDBG	NOTE	*Due a foundation only, no interior survey was conducted. Additional ACM and/ or RMS may be present within the foundation space.			
4	40-12-259-043	1001		M L KING AVE	FLINT	48503	CDBG	NOTE	Structure previously demolished. Only retaining wall, basement wall and some associated footers remain. No asbestos remains to be abated. Asbestos surveys have been uploaded to box.com for successful bidder's access for regulatory compliance. Work is to be completed in compliance with Due Care Compliance Plan.			

**Bidder Name:** \_\_\_\_\_

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Monday, December 7, 2020 and to have work substantially completed through winter-grade (backfill and roguh grade) and payment requests submitted by no later than Friday, February 5, 2021. Work is to be 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:

NAME

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Bid Proposal is submitted in the name of:

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

INSTRUCTIONS: Submit this form to GCLBA.

**END OF SECTION**

## **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](mailto:klmiller@cityofflint.com) or fax to 810-766-7351. Direct any questions to 810-766-7426 ext. 3023

Open Enrollment

Monday – Thursday ONLY

Arrive 15 minutes early

Intake is at 9:00am or 1:00pm

Must be on time!!!

Intake is 3 - 3 ½ hours

No children PLEASE!

# MOTT COMMUNITY COLLEGE

## Section 3 Resident Application Process

(810) 232-2555

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

Adult Worker Program – Available to any adult 18 years or older. Dislocated Worker Program – Available to any adult 18 years or older who has been terminated, laid off or has exhausted their unemployment compensation.

Incumbent Worker Program – Available for any adult who is currently employed and wants to improve their skills in computers, basic math, grammar or reading. This program can also be utilized 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 <a href="#">Explanation</a>	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 (\$) <a href="#">Explanation</a>	22,400	25,600	28,800	<b>31,950</b>	34,550	37,100	39,650	42,200
		Extremely Low Income Limits (\$)* <a href="#">Explanation</a>	13,450	17,240	21,720	<b>26,200</b>	30,680	35,160	39,640	42,200*
		Low (80%) Income Limits (\$) <a href="#">Explanation</a>	35,800	40,900	46,000	<b>51,100</b>	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:

[FY2019 Median Family Income and Income Limits for Flint, MI MSA](#)

Select a different county or county equivalent in Michigan:

Crawford County  
Delta County  
Dickinson County  
Eaton County  
Emmet County  
Genesee County

[Select county or county equivalent](#)

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

Flint, MI MSA

[Select HMFA Income Limits Area](#)

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

[Select a new state](#)

[Update URL For bookmarking or E-Mailing](#)

Prepared by the [Program Parameters and Research Division](#), HUD.



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

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

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:							

<b>Authorized Signature:</b>		<b>Date:</b>	
<b>Printed Name:</b>		<b>Title:</b>	

## Section 3 Summary Report

### Economic Opportunities for Low- and Very Low-Income Persons

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

OMB Approval No. 2529-0043  
(exp. 8/31/2007)

HUD Field Office:

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (contract/award no.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include area code)
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code: *	<div></div> (Use a separate sheet for each program code)	9. Program Name:

**Part I: Employment and Training** (\*\* Include New Hires in columns E & F.)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

**\*Program Codes**

1 = Flexible Subsidy  
2 = Section 202/811

3 = Public/Indian Housing

A = Development,  
B = Operation  
C = Modernization

4 = Homeless Assistance

5 = HOME

6 = HOME-State Administered

7 = CDBG-Entitlement

8 = CDBG-State Administered

9 = Other CD Programs

10= Other Housing Programs

---

**Part II: Contracts Awarded**

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## 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.



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

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to 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 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 contracts 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 contracts 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**

<hr/>	
(Signature)	(Title)
<hr/>	
(Company Name)	(Street / P. O. Box)
<hr/>	
(Company Telephone Number)	(City) (State) (Zip)

**NOTARIZATION SECTION**

Subscribed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

<hr/>	<hr/>
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

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1. SCOPE OF WORK
2. EGLE – NESHAP PROGRAM AND NOTICES
3. MAP AND BOUNDARIES OF TARGET AREA
4. FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGE)
5. SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM
6. EXAMPLE ABATEMENT SUMMARY SHEET
7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
8. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE
9. PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS
10. CDBG CONTRACT BETWEEN CITY OF FLINT AND GENESEE COUNTY LAND BANK
11. DUE CARE COMPLIANCE PLAN/ CONTRACTOR DISCLOSURE STATEMENT

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

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## SECTION 1 – SUMMARY OF WORK

### RESIDENTIAL/COMMERCIAL ENVIRONMENTAL ABATEMENT AND DISPOSAL

#### PART 1 PROJECT/SITE CONDITIONS

##### A. General requirements

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

##### B. Responsibility

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

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

**Change Orders will not be approved for this project.**

##### C. Knowledgeable Person

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

##### D. Supplying Necessary Items

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

##### E. Liability

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

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

F. Hazardous and Other Waste Disposal

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

Hazardous Waste Exemption for Household Waste

Based on consultation with the Michigan Department of Environmental Quality, the Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994 ([http://www.michigan.gov/deq/0,4561,7-135-3312\\_4118\\_4240---,00.html](http://www.michigan.gov/deq/0,4561,7-135-3312_4118_4240---,00.html)) excluded from the definition of hazardous wastes are the following:

**R 299.9204 Exclusions.**

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

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

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

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

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

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

#### Site Specific Pre-Demolition Inspection/Hazardous Materials Survey

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

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

#### G. Use of Site and Other Areas

##### 1. Limitation on Use of Site and Other Areas:

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

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

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

## **PART 2 DESCRIPTION OF WORK**

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

### **SUMMARY OF WORK**

#### **A. Hazardous Materials/Waste Disposal <REVISED 6/26/2020>**

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

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

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

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

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

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

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

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

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

### **PART 3 PRE-WORK SUBMITTALS**

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

#### **A. Work Plan**

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

**B. Health and Safety Plan**

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

**PART 4 HAZARDOUS MATERIAL/WASTE COLLECTION AND DISPOSAL**

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

**PART 5 TECHNICAL**

**A. DESCRIPTION**

Environmentally Hazardous Material Removal and Disposal

(Revised 6-26-2020)

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

#### B. SUMMARY

This section includes the following:

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

#### C. SUBMITTALS

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

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

- a. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
  - b. A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
  - c. A copy of the scrap metal receipt for AST/USTs and other metals.
  - d. A copy of the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER".
- 2) Landfill records for record purposes indicating receipt and acceptance of asbestos materials by a landfill facility licensed to accept such wastes.
    - a. Contractor shall supply GCLBA with a copy of all landfill, recycling, weight tickets, disposal receipts, manifests and other documentation relating to the removal and disposal of asbestos and hazardous materials/specified wastes from the properties.
    - b. **Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.**

#### D. HAZARDOUS CONDITIONS:

- 1) The Contractor will be authorized to perform work at properties identified to contain potentially environmentally hazardous material. The contractor will be required to remove and dispose of such materials as directed by the GCLBA.  
**With few exceptions, it is the policy and practice of the GCLBA to abate what**



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

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

#### E. CERTIFICATION OF PROPERTY

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

#### F. POLLUTION CONTROLS

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

Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel (or other authorized regulatory personnel) to freely enter

any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

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

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

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

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

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

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

## **PART 6 SUBMITTALS**

- A. In order to receive payment for completed work, all documentation must be submitted for each property/project individually.
- B. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
- C. Request for Payment Packet must include:
  1. Request for Final Payment
  2. Sworn Statement – Must list all subcontractors
    - a. If sub-contracting, you must provide proof that the sub-contractor is:
      - i. Appropriately licensed (including licensure to transport waste or haul more than 7 scrap tires, if applicable) and,

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

**END OF SECTION**

## SECTION 2- ASBESTOS ABATEMENT & DISPOSAL SCOPE OF WORK

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

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

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

#### 1.02 REFERENCE STANDARDS

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

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

(Revised 6-26-2020)

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

#### 1.03 MEASUREMENT

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

#### 1.04 PAYMENT

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

#### 1.05 DEFINITIONS

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

reduced to powder by hand pressure.

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

#### 1.07 SUBMITTALS

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

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

- B. Health and Safety Plan  
Submit a Health and Safety Plan (HASP) before beginning removal or disposal activities. Include in the HASP required personal protective equipment, respiratory protection, asbestos regulated work area controls, and hazard communication program. Refer to Section 00100 for other HASP requirements.
- C. Qualifications  
Submit adequate information to conclude the qualifications of the Contractor, on-site supervisors, workers, all subcontractors, and the independent testing laboratory performing asbestos abatement activities are properly trained in safety procedures associated with handling asbestos-containing materials. Specify the staff organization to include subcontractors used for this project. Include qualifications and certifications of the designated "competent person."
- D. Air Sampling Results  
Conduct fiber counting for air quality during each sampling event. Provide results within 24 hours of completion of each sampling event. Notify the GCLBA immediately if any airborne levels of asbestos fibers are encountered above levels established in the HASP. Provide a table including sampling results within 10 working days of the date of collection. Provide a signature of the authorized representative of testing laboratory.
- G. Manifests  
Submit waste documentation for all shipments removed from the property. Waste disposal manifests will be signed by the GCLBA-appointed representative.

#### 1.08 REGULATORY REQUIREMENTS

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

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



5. Personal Protective Equipment

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

1.09 PROJECT CONDITIONS

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

**PART 2 PRODUCTS**

2.01 MATERIALS

A. Wetting Agent

1. Amended Water

- a. Comply with ASTM D 1331.

2. Removal Encapsulant

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

B. Strippable Coating

Provide additional incidental items necessary to complete specified activities.

C. Prefabricated Decontamination Unit(s)

Provide additional incidental items necessary to complete specified activities.

D. Chemical encapsulant

Provide additional incidental items necessary to complete specified activities.

E. Chemical encasement materials

Provide additional incidental items necessary to complete specified activities.

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

Provide additional incidental items necessary to complete specified activities.

G. Sheet Plastic

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

H. Other items

Provide additional incidental items necessary to complete specified activities.

## 2.02 EQUIPMENT

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

## 2.03 SOURCE QUALITY CONTROL

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

- A. Requirements and Corresponding Test Standards for All Encapsulants

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

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

C. Additional Requirements and Corresponding Test Standards for Penetrating Encapsulant

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

D. Additional Requirements and Corresponding Test Standards for Bridging Encapsulant

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

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

<u>Requirement</u>	<u>Test Standard</u>
Fire Resistant	ASTM E 119
Bond Strength	ASTM E 736

## PART 3 EXECUTION

### 3.01 GENERAL

Remove and dispose asbestos-containing material to a licensed recycle facility. Obtain all required permits and approval documents. Provide approved containers, vehicles, equipment, labor, signs, placards, labels, manifests, and other documents necessary for accomplishing the work including materials necessary for spill cleanup from removal operations. Coordinate any additional sampling that may be necessary with GCLBA.

A. Safety Guidelines

Personnel working inside and in the general vicinity of the cleanup area shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. Personnel shall use proper protection and safety equipment during work in and around the asbestos regulated work area.

B. Controls

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

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

C. Routine Cleaning

1. Package all loose asbestos-containing materials and debris and remove from the work area to the load-out area.
2. Vacuum work areas with HEPA vacuum or other high volume HEPA-filtered

transfer equipment.

3. Inspect and maintain polyethylene and PVC in work and high traffic areas.
4. If air sample results exceed prescribed level, wipe clean containment and decontamination areas.

### 3.02 ABATEMENT PROCEDURES

#### A. Methods

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

#### B. Revised Quantities

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

#### C. Air Monitoring

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

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

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

Per regulation, environmental and perimeter air monitoring outside of regulated

containment areas shall not exceed clearance levels contained in 40 CFR part 763, subpart E, which is 0.01 f/cc or no more than background levels representing the same area before the asbestos work began.

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

1. Routine Air Sampling

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

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

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

3. Failure to Meet Air Quality Requirements

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

D. Additional Bulk Asbestos Sampling

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

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

**END OF SECTION**

## SECTION 3 – PCB CONTAINING EQUIPMENT REMOVAL

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

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

#### 1.02 REFERENCE STANDARDS

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

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

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



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

#### 1.07 REGULATORY REQUIREMENTS

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

B. General

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

C. Protection of Employees and Visitors

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

D. Toxicity Considerations

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

E. Flammability and Combustibility Considerations

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

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

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

## **PART 3 EXECUTION**

### **3.01 GENERAL**

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

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

A. Safety Guidelines

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

B. Control of the Work

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

### 3.02 CONTENTS VERIFICATION

A. Sampling and Analytical Testing

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

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

### 3.03 EXAMINATION

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

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

### 3.05 DISPOSAL REQUIREMENTS

#### A. General

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

#### B. Records

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

#### C. Hazardous/Special Waste Manifests

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

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

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

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

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

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

### 3.06 SPILLS

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

**END OF SECTION**

## **SECTION 4 – RECYCLING OF CFCs**

### **PART 1 GENERAL**

#### **1.1 GENERAL**

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

### **PART 2 PRODUCTS**

#### **2.1 CONTAINERS AND LABELS**

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

### **PART 3 EXECUTION**

#### **3.1 GENERAL**

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

### **END OF SECTION**

## SECTION 5 – ABATEMENT OF REGULATED MISCELLANEOUS MATERIALS

### PART 1 GENERAL

#### 1.1 GENERAL

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

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

<b>Topic</b>	<b>Agency and Telephone Number</b>
Small quantity hazardous waste management, including hazardous waste stored in tanks	Materials Management Div., EGLE (517) 284-6550
Liquid industrial waste disposal (hazardous and non-hazardous)	Materials Management Div., EGLE (517) 284-6550
Disposal of hazardous waste into municipal sanitary sewers	Contact the superintendent of your wastewater treatment plant for permission
Discharges to surface water such as through a drain pipe or wastewater discharge	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Discharges to groundwater, including septic systems	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Pollution Incident Prevention Plans (PIPP)	Water Resource Div., Statewide Program Coordinator EGLE (269) 270-2008
Hazard Communication (for chemicals in the work place)	Michigan Department of Licensing and Regulatory Affairs, Construction Safety and Health Division at (517) 284-7680 or General Industry Safety and Health Division (GISHD) at (517) 284-7750
Burning of waste oil and other discharges to the air	Michigan Department of Environment, Great Lakes and Energy, Jennifer Dixon, (517)-284-6892
Registration of underground fuel storage tanks	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Installation, Inventory, testing & other requirements for above ground and underground storage tanks (for flammable and combustible)	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal



Building and outdoor storage	Local government building or zoning official requirements (including setbacks)
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- G. Federal, State and local laws and regulations may apply to the storage, handling, and disposal of hazardous materials and wastes generated at the Site. The list above includes the regulations that are most frequently encountered.

## **PART 2 PRODUCTS**

### **2.1 PACKAGING AND CONTAINERIZATION MATERIALS**

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

## **PART 3 EXECUTION**

### **3.1 REMOVAL OF CHEMICAL FIRE EXTINGUISHERS**

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

### **3.2 REMOVAL OF MERCURY DEVICES**

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

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

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

### 3.3 REMOVAL OF NON-HAZARDOUS EQUIPMENT OIL

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

### 3.4 REMOVAL OF MISCELLANEOUS CHEMICALS, CONTAINERS, AND LIQUIDS

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

### 3.5 TRANSPORTATION

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

### END OF SECTION

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

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## APPENDIX 1B: SCOPE OF WORK/SUMMARY OF WORK

### SECTION 100 – SUMMARY OF WORK

#### PART 1 - GENERAL INFORMATION

##### 1.1 DESCRIPTION <UPDATED 6/25/2020>

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

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

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

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

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

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

- i. **Contractor must submit 10-day NESHAP project notifications for ALL demolition projects including Ordered/Emergency Demolitions. NO EXCEPTIONS!**
  - ii. Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable.
- C. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions) :
  - i. An Asbestos NESHAP trained person must be on site during the demolition
  - ii. **ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK ON SITE.**

- iii. Water must be used and all debris must be kept wet at all times (*except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day*)
  - iv. Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
  - v. All debris must be disposed of as **“friable asbestos” (RACM)** at a Type II landfill and disposal records must be kept for 2 years.
- D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions) or demolition of structures as asbestos containing:
  - i. Asbestos Abatement License and training is required is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person.
- E. Removal of non-friable/intact Class II materials requires workers to be trained 8 or more hours depending on number of Class II materials involved.
- F. There is one exception to this competent person training requirement involving flooring that is removed intact utilizing compliant work practices specified in Part 602 for these materials; 12 hours competent person training is required.
- G. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.
- H. A description of the scope of work can be summarized as follows:
  - (1) Site and Building Demolition
    - (a) Locate property corners and lot lines to accurately set limits of demolition.  
Contractor will take before and after photos with date to document that they are at the right property and its current condition.
    - (b) Locate and mark all storm/sanitary sewers on site and establish a storm sewer protection and abandonment plan with GCLBA and appropriate authorities. Unless otherwise indicated, bids should assume that all storm sewer catch basins are to be protected and contractors are to re-set protected storm sewer catch basins to final grade to support future drainage.
      - (i) Install brick and concrete bulkhead for abandoned storm sewer leads at catch basin structures to remain. Plug and seal abandoned lead at property boundary or main in accordance with specifications, codes, and ordinances.
      - (ii) Plug and seal water and sewer leads at property boundary or main in accordance with specifications, codes, and ordinances. Conduct open hole inspections in accordance with permitting authority.
    - (c) Contractor is to coordinate and pay for and additional disconnects to be completed in the course of the work.
    - (d) Contractors are to utilize two water hoses on each project during knock down and load out. This may be achieved with two hoses on one water truck with sufficient supply of water, or with two water trucks. Contractors are to utilize the following methods to mitigate fugitive dust:
      - (i) Provide two hoses and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. **This requires wetting prior to demolition activities and during load out.**

- (ii) Minimize any drop distances.
  - (iii) Limit work that creates dust on windy days.
  - (iv) Cover debris piles/open holes if existing for more than 24 hours.
- (b) Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and dead and/or falling trees, asphalt, bituminous and/or concrete paving, and miscellaneous debris on the site.
- (2) Protection of Trees
  - (a) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished. **UNLESS trees are in the way of the demolition or dead/rotten and/or are in jeopardy of falling. Trees in this condition, or caused to be in this condition are to be removed by the contractor at the contractor's cost.**
- (3) Concrete Sidewalks/Drive Approach
  - (a) Access to the property for demolition work shall be limited to the driveway unless otherwise designated by the GCLBA project manager.
  - (b) The Contractor shall be held responsible for the replacement of any sidewalks or approaches damaged during the project. In the City of Flint, if the Contractor significantly damages or causes further damage to the approach during the demolition process, Contractor must remove the approach and replace it with a new curb in line with City specifications, and regrade, seed, and straw the Right of Way.
  - (c) Contractors shall make all efforts to protect sidewalks and approaches by using materials such as dirt, plywood, etc.
  - (d) **It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document pre-existing condition.** Replacement of damaged sidewalk or drive approach is not required; provided contractor's access is limited to the driveway unless otherwise approved by site manager and no further damage occurs. **If contractor further damages sidewalk or approach making sidewalks and approach unsafe and/or creating trip hazards, Contractor must replace sidewalks and/or approach.**
  - (e) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk. Contractor must take all necessary steps to protect sidewalks and approaches.
- (4) Site Restoration
  - (a) **Site restoration includes fill and compaction of all disturbed areas, seeding and mulch** (to include regrading, seeding, and mulching of Right of Way) **as specified in Section 200, Part 2 – Products and Part 3 - Execution.**
  - (b) **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.** Right of Way is to be regraded, seeded, and mulched per specifications, regardless. The Right of Way will be defined as the first ten feet of the yard or from the road to the sidewalk.
- (5) Except for items indicated to remain the GCLBA/OWNER'S property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally.

I. Submittals

- ii. Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.

- iii. All documentation must be submitted for each property/project individually.
- iv. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
  - (1) Request for Payment Packet must include:
    - (a) Request for Final Payment
    - (b) Attestation Form
    - (c) NESHAP Notification and MIOSHA Notification if required
    - (d) Pre-Demolition Walkthrough Form
    - (e) Sworn Statement
    - (f) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
    - (g) Invoice on Contractor's Letterhead
    - (h) Pre and Post Demolition Photograph Requirements: All pre and post demolition photos must contain a full view of the property to facilitate identification of property transitioning from pre to post condition. All pre and post demolition photos must be labeled with the date, street address, and geo-tagging. Pre and post photos must be included with payment request packet. All photos must be uploaded to Box.com.
    - (i) Pre-Demolition - Prior to demolition of property, Contractor must take quality pre-demolition photos which include a full and complete image (i.e., front, rear, right and left side of structure) of the project structure, as well as, the pre-condition image of sidewalk, driveway, and approach. In addition, pre-demolition photos must contain identifiers (i.e., trees, adjacent structures, power poles, fire hydrants, fencing, geo-tagging) to help link the property to the image in the photo. Photos must include sidewalks, driveway, and approach. If separate photos are taken of sidewalk, driveway, and approach, Contractor must include an image of the structure in the photo to ensure that the sidewalk, driveway, and approach are linked to the correct property. Any portion of the sidewalk and driveway approach damaged during demolition process must be repaired. Cold patch repairs of sidewalks and driveway approaches are not allowed.
    - (ii) Post-demolition – After demolition of property, Contractor must take quality post-demolition photos which include a full and complete image of the vacant lot, as well as, a post-condition image of sidewalk and approach. In addition, post-demolition photos must contain identifier (i.e., trees, adjacent structures, power poles, fire hydrants, fencing, geo-tagging) that help tie the property to the image in the pre-demolition photos. If separate photos are taken of sidewalk and approach, Contractor must include an image of the graded and seeded lot in the photo to ensure that the sidewalk and approach are linked to the correct project. Any portion of the sidewalk and driveway approach damaged during the demolition process must be repaired. Cold patch repairs of sidewalks and driveway approaches are not allowed.



INSPECTION STAGES	INSPECTION/PHOTO TYPE	KEY ITEMS TO INCLUDE WITH PHOTO OF PROPERTY
Pre-Demo	Demolition Contractor	1). Landmarks (i.e., utility pole, fire hydrant, adjacent property) and/or geo-tagging; 2). Condition of sidewalk and driveway with picture of house included in photo (include address, date and geo-tag)
	Demolition Contractor	Quality of sidewalk and driveway with picture of house included in photo, prior to demolition (include address, date and geo-tag)
Post Demo	Demolition Contractor	1). Landmarks (i.e., utility pole, fire hydrant, adjacent property) and/or geo-tagging ; 2). Condition of sidewalk and driveway with picture of graded lot included to prove that contractor did not cause cracks in sidewalk or driveway (include address, date and geo-tag)
	Demolition Contractor	Quality of sidewalk and driveway with picture of graded lot included in photo, after demolition (include address, date and geo-tag)

- (i) City or Township Winter-grade or Final inspection receipt as stated in contract and/or RFP/IFB
- (j) 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.
- (k) Demolition Permit (Must be on site at start of demolition and dated prior to start of demolition)
- (l) **Soil Erosion Permit OR Soil Erosion Permit Waiver issued by Genesee County Drain Commission prior to start of demolition work.**
- (m) **Statement of confirmation from qualified professional and backup documentation (Lab results from soil sample for backfill and top soil) that backfill and top soil meets specifications.** Projects without a statement from a qualified professional and those with backfill and topsoil that do not meet specs will not be approved for payment. **Refer to Section 300, Part 2- Products for specification requirements.**
- (n) Field Report/Daily Log/Inventory Sheet with supporting paperwork:
  - (i) A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
  - (ii) A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
  - (iii) A copy of the scrap metal receipt for AST/USTs and other metals.
  - (iv) A copy of any receipts for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- (o) Seeding and Watering Report

- (p) Seed tags identifying correct seed used per specification Section 200, Part 2 - Products
- (q) Certified Payroll that meets wage requirements
- (r) Sidewalk Permit – for sidewalk repair and curb removal, if applicable. (Approach removal and curb replacement only applies to properties located in the City of Flint)
- (s) Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.

## 1.2 WORK SCHEDULE <UPDATED 6/25/2020>

- A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition.
- B. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
- C. Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property.

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

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

#### **i. Abatement contractors are to complete the PA prior to beginning abatement activities.**

- (1) If a discrepancy/additional material is noted, it constitutes a Stop Work order and the prime contractor is to contact the GCLBA immediately. GCLBA will request the PA be submitted at this time.
- (2) If no discrepancy/additional material is noted, then contractor is to retain the PA and provide it with the payment request packet or when otherwise requested.
- (3) The PA must be signed and dated no later than the Abatement NESHAP Date.

#### **ii. Upon completion of abatement, the demolition contractor is to complete the PD.**

- (1) If a discrepancy/additional material is noted, contractor should work to address the problem with abatement contractor, MDEQ, and GCLBA as necessary.
- (2) If no discrepancy/additional material is noted, then contractor is to provide GCLBA with a copy (electronic is fine) of the signed/dated PD.
- (3) Once GCLBA receives the PD certifying asbestos abatement is complete, we will coordinate compliance inspections with our surveyors.
  - (a) Contractors are welcome to accompany surveyors on compliance inspections, but compliance inspection schedules will not be modified to allow contractors to attend.
  - (b) Allow 5 business days for compliance inspections to be completed.

- (c) Contractor will be responsible for any fees/costs incurred by GCLBA for failed compliance inspections. GCLBA will pay for passed compliance inspections.

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

- D. The Contractor is required to place door hangers on properties within one property of the property slated for demolition one week prior to demolition (see Appendix for example door hanger and example map identifying structures requiring door hangers). Door hangers requiring addresses to be filled in will be provided to the Contractor by GCLBA.
- E. Contractor shall notify the GCLBA's representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.
- F. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.
- G. Completion dates are provided in the contract documents.

### 1.3 CONTRACTOR USES OF PREMISES (UPDATED 2-11-2017)

- A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
  - 1. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
  - 2. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the GCLBA, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against the GCLBA, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.

- (1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
  - (2) Drive approaches located between the sidewalk and curb must be left as is.
  - (3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractor's expense. No sedimentation on the road will be allowed.
- C. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
  - D. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by the GCLBA and its Contractors and/or potential buyer or lessor. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
  - E. Boarding of Windows and/or Doors: Decorative boarding will be retrieved by community groups prior to demolition when possible.
  - F. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
  - G. Any asphalt, dead or fallen trees, trash, debris and/or brush must be removed from site.

#### 1.4 ADJUSTMENTS TO BID

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

#### 1.5 USE OF WATER <UPDATED 1/18/19>

- A. **All contractors are REQUIRED to have and use a water truck. Contractors must provide TWO hoses per project. Two hoses may be achieved with two hoses on one truck or by utilizing two trucks. Water truck(s) must be on site at all times, provided by a contractor to water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt to include but not limited to:**
  - i. **Providing two hoses and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. This requires wetting prior to demolition activities and during load out.**
  - ii. **Minimizing any drop distances.**
  - iii. **Limiting work that creates dust on windy days.**
  - iv. **Covering debris piles/open holes if existing for more than 24 hours.**

Comply with governing environmental protection regulations. **If respondent/contractor does not include a water truck in list of equipment, submitted response may be considered non-responsive.**

- B. All contractors are required to provide proof of: a) water source, b) legality of use of the source, c) where the source requires payment, proof of payment for quantity used, and d) proof of approval for use of specific hydrants utilized.
- C. Use of City of Flint Water: The City of Flint has a limited number of water meters available for rent. These meters will be rented to contractors with the understanding that contractors follow the following procedures:
  - (1) Only use hydrants sparingly. Contractor must notify the appropriate City of Flint water official prior to hooking up to a hydrant and acquire approval.
  - (2) Contractor must then use that hydrant to refill water trucks.

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

**Any contractor that is illegally using the City of Flint water/fire hydrants, or illegally sourcing water from any site, will face penalties up to suspension or debarment by the GCLBA.**

- D. **Adequately Wet-** As defined in 40 CFR Part 61, Subpart M, sufficiently mix or penetrate with liquid to prevent the release of particulates from the source material. Continue wetting asbestos-containing material (ACM) if visible emissions are encountered during abatement activities. When uncertainties arise, continue wetting material until uncertainties diminish.
- E. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

#### 1.6 LIQUIDATED DAMAGES

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

## 1.7 WARRANTY.

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

## 1.8 RE-INSPECTION FEE.

- A. If the Contractor's work fails the GCLBA's inspection after Contractor requests inspection, the GCLBA will charge Contractor a \$75 re-inspection fee per re-inspection.

## END OF SECTION 100

# SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

## PART 1– GENERAL INFORMATION

### 1.1 Related Documents

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

### 1.2 DESCRIPTION

- A. Soil erosion permits are required for certain parcels. Contractor, at Contractor's expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/ or well/septic abandonment permits from all appropriate authorities. **Soil erosion permit or waiver is a required submittal for receipt of payment.**

### 1.3 SCHEDULING

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

## PART 2 - PRODUCTS

### 2.1 SEED

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

## 2.2 MULCH

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

## PART 3 - EXECUTION

### 3.1 PERFORMANCE

#### A. General:

- (1) Even though a specified erosion control measure is not called out on the plans, the contractor shall properly control and/or prevent all erosion caused by the Contractor's demolition operation.

#### B. Sediment Removal:

- (1) The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.
- (2) If eroded material is allowed to enter a storm sewer system it shall be the Contractor's responsibility to see that all catch basins and manholes are cleaned following demolition prior to receipt of final payment. Unless the Contractor can document positively to what extent an existing storm sewer system along the cleaning the system.
- (3) All eroded materials deposited in the street gutter as a result of this work shall be removed by the Contractor promptly at the Contractor's expense.

#### C. Restoration of Surface:

- (1) Restoration is limited to backfill and compaction of disturbed areas and grading, seeding, and mulching of the Right of Way. Final grading, seed and mulch shall be performed by the Contractor.

## END OF SECTION 200

## SECTION 300 – EARTHWORK <Updated 5/24/2017>

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Excavating, filling, and grading for this work includes, but is not necessarily limited to:

- (1) Filling and backfilling to attain indicated grades

#### 1.2 PROJECT CONDITIONS

##### A. Dust Control

- (1) **Water truck must be on site at all times provided by contractor.** The Contractor shall use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site.
- (2) All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties

B. Protection

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

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

ii. Safety

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

iii. Permits

(1) SEE SECTION 200.1.2.A

1.3 REFERENCES

- A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:  
<https://mdotboss.state.mi.us/SpecProv/specBookHome.htm>
- B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: [https://www.michigan.gov/mdot/0,4616,7-151-9622\\_11044\\_11367---,00.html](https://www.michigan.gov/mdot/0,4616,7-151-9622_11044_11367---,00.html); copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

**PART 2 - PRODUCTS**

**2.1 FILL MATERIAL <UPDATED 6/25/2020>**

**2.1.1 General Requirements**

- A. Content of fill material up to 18 inches from the surface: All fill material shall be subject to the approval of the Authority.
- B. Content of fill material from the 18 inch mark up to 6 inches from the surface: Use loamy material or a sandy clay (mined from the earth and not manufactured) to allow for proper drainage on the site.
- C. For approved fill material, notify the Authority in advance of the intention to import material, its location and the source material sites name, address, and telephone number.
- D. Pulverized building materials or debris shall not be used as fill materials.
- E. Any fill material obtained from off-site sources shall be free from contamination and shall meet specific environmental and quality assurance requirements as outlined below. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants prior to bringing on site (Refer to Section 300 2.1.3).

**2.1.2 Material Testing Requirements**

- A. Testing requirements and certification for backfill materials (i.e. sandy loam fill, clay, topsoil) will differ based on the source site Category. Source site categories are defined as follows:
  - 1. Category 1: Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites;
  - 2. Category 2: Commercial, Utility, and Road Construction Sites; Commercial Landscape Yards, Agricultural Sites, Amended Topsoil;



3. Category 3: Industrial, Known Sites of Environmental Contamination (Gas Stations, Dry Cleaners, etc.) Dredge Sites, and Other.
- B. **Sampling Requirements by Category:** Contractor must receive approval from the Authority prior to import of backfill materials. Approval for import of backfill materials is conditioned upon submittal and review of the information described below and as outlined in the deliverables section:
1. Category 1 and Category 2 Source Sites:  
For each of the backfill materials, the Contractor shall furnish a certification to the Authority, for each source location stating the following:
    - a. The origin of the backfill material and address location.
    - b. Affirm no evidence of known or suspected sources of environmental contamination that may have impacted proposed backfill materials.
    - c. The backfill materials are homogeneous in nature, description of general composition of the backfill materials, affirmation that materials are free from debris, large rocks, concrete, or other conditions, which would make the material unsuitable for use as backfill, and meet the backfill specification described in the Contract Documents.
    - d. Certifies that all information submitted complete and accurate,
    - e. Certify that the soil samples were collected by a qualified and knowledgeable individual and identify that individual,
    - f. Certify that samples were collected and analyzed in accordance with methods approved by the USEPA SW-846 and/or MDEQ PA 201
    - g. Certify that the soil samples are representative of the entire material proposed for use at the Authority's properties.
    - h. Collection of the following discrete soil samples representative of the backfill material to be imported:
      - i. Category 1 Source Site
        - One (1) representative Environmental Sample for analyses identified below per site per year, and
        - One (1) representative Quality Assurance sample for analyses identified below, per site per year.
      - ii. Category 2 Source Site
        - One (1) representative Environmental Samples for analyses identified below per 5,000 cubic yards of material.
        - One (1) representative Quality Assurance sample for analyses identified below, 5,000 cubic yards of material.
    - i. Complete laboratory analyses as described below for each soil sample collected.
    - j. For Category II Source Sites provide the volume of the source material.
    - k. Provide a scaled site map or aerial photograph depicting the source material origin and sample location(s).
    - l. Prepare a complete deliverable package as described below.

2. **Category 3 Source Sites:**

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

For Category 3 Source Sites, Contractors can retain a Qualified Environmental Professional to conduct an independent evaluation of the proposed backfill material and propose a work plan to the Authority in advance of sampling and testing. Sampling frequency, methodology, and strategy must be detailed and designed to demonstrate that the proposed backfill materials meet Michigan Department of Environmental Quality (MDEQ) Part 201 Cleanup Criteria for Unrestricted Residential use. After work plan review and approval by the Authority, the Contractor's Environmental Professional will be required to implement the work plan and prepare a complete deliverable package as described below for review and approval.

C. **Environmental Sample Parameters**

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

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

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

Acceptable target ranges for environmental testing will be as follows:

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

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

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

D. **Sample Collection Methodologies**

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

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

1. Using a pre-cleaned stainless steel scoop or trowel, remove vegetation and top layer of soil, then loosen the desired volume of soil from the sampling area.
2. Transfer the discrete grab sample into an appropriate sample container.
3. Secure the cap tightly. Methanol preservation of soils (EPA Method 5035) is required for volatile organic compound analysis.
4. Label and tag the sample containers, and record appropriate data on soil sample data sheets (depth, location, color, and other observations).
5. Place glass sample containers in sealable plastic bags, if required, and place containers into an iced shipping container. Samples should be cooled to 4°C as soon as possible.
6. Complete chain of custody forms and ship as soon as possible to minimize sample holding time. Scheduled arrival time at the analytical laboratory should give as much of a holding time as possible for scheduling and sample analysis.

**E. Quality Assurance Testing Parameters <Updated 5/24/2017>**

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

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

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

### 2.1.3 Deliverables

Contractor must provide the following deliverables that backfill materials are below MDEQ/EGLE Part 201 GRCC and within target Quality Assurance parameters as outlined above. Deliverables should include at a minimum:

1. Statement of Certification from Contractor including, but not limited to: backfill material type; location of material, including address and name; homogeneous nature of material, no evidence of environmental contamination, and that material meets backfill specifications as described in the Contract Documents. Certification should include all lab results from soil samples collected for backfill materials.
2. Certification Form per material, for approval by Authority upon review of the above identified deliverable.
3. Statement per material from a qualified environmental professional that the material meets specifications for the purpose for which it is being submitted.
4. A site map and aerial photograph depicting the location of the source material origin and a sample location map.

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

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

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

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

Due to any independent inspection or testing performed by the Authority, if the imported material is found not to meet the specifications, the Contractor must (a) pay all related costs, including an appropriate portion of the delay and costs occasioned by discovery of defective

work; (b) schedule related activities; (c) repair and associated damage including impacts to human health and the environment; and (d) promptly remove and replace defective work.

If the Contractor covers any Work without proper approval by the Authority as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose or otherwise make available, when requested by the Authority, for testing, inspection or approval of the covered Work.

Examples and templates for certification forms and statements can be found in Appendix 7.

## **PART 3 – EXECUTION <Updated 5/24/2017>**

### **3.1 PREPARATION**

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

### **3.2 DEWATERING**

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

### **3.3 EXCAVATION**

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

### **3.4 STABILITY OF EXCAVATIONS**

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

### **3.5 APPROVAL OF SUBGRADE**

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

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

- A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.

- (1) Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

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

### 3.7 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
  - (1) Receipt of approval to proceed from local municipality building inspector.
  - (2) Acceptance of removals below finish grade.
  - (3) Removal of trash and debris from excavation.
  - (4) Removal of temporary shoring and bracing and sheeting

### 3.8 FILL <Updated 5/25/2017>

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

### 3.9 BARRIERS

- A. **Contractor shall install and maintain barriers at all excavations to protect public safety.**
- B. **Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.**
- C. **Contractor shall install and maintain barriers at all open hole and/ or debris pile. A minimum of 3' tall perimeter safety barrier fence must be erected and maintained around the entire circumference of the hole and/or any debris pile. No existing fence or structure at the site may be used as part of the required safety barrier.**
- D. **At any time during the demolition process when an open hole and/ or debris pile must be left unattended more than 48 hours, a 4' tall perimeter safety barrier fence must be erected and maintained around the entire circumference of the hole and/or any debris pile. No existing fence or structure at the site may be used as part of the required safety barrier.**
  - a) Safety Barrier must be 4' high and must be constructed of orange high-density polyethylene material with 1.75" X 1.75" mesh equal to Tenax Guardian Warning Barrier.
  - b) Safety Barrier Fence must be installed using commercially available wooden or metal stakes that will secure and hold up the safety barrier.

- c) Safety Barrier Fence stakes must be installed in solid ground approximately three feet away from the corners of the open hole or debris pile and driven to a depth of 24" below grade with a minimum of 4' remaining above ground.
- d) Safety Barrier Fence spans in excess of 20' must have an interstitial stake, spaced equally between corner stakes.
- e) Securely attach the Safety Barrier Fence to each stake using heavy duty cable ties at no less than 4 locations, spaced evenly along the length of the stake.
- f) Mend individual pieces of Safety Barrier Fence using cable ties at each row of mesh.
- g) Finished installation must yield a taught, secure enclosure with no noticeable sagging and the contractor is responsible for regularly inspecting and maintaining the Safety Barrier and making any corrections needed immediately. If the contractor is notified of an issue with a safety barrier, then within 24 hours of notification the needed correction shall be made.

### 3.10 MOISTURE CONTROL

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

### 3.11 COMPACTION

- A. Place backfill and fill materials in layers not more than 18 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by the GCLBA's representative. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction if approved by the GCLBA's representative. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.
- B. Topsoil shall not be heavily compacted. Use light-weight tractor for final grading to ensure topsoil does not become compacted.**

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - (1) Provide a smooth transition between existing adjacent grades and new grades.
  - (2) Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water to the back of the lot, in order to prevent water and debris from more easily entering storm drains. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

### 3.13 SEEDING AND WATERING

- A. **\*\*Note- Seeding and Watering Report as well as seed tags required for payment**

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

#### 3.14 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCLBA/GCLBA's Representative.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
  - (1) Scarify or remove and replace material to depth directed by the GCLBA's representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the warranty period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
  - (1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

#### 3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

#### 3.16 PAYMENT

- A. The work of grading shall include all labor, materials and equipment necessary for filling and compaction the subgrade prior to placing any improved surface. **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**

**END OF SECTION 00300**



## SECTION 400 – BUILDING DEMOLITION

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - (1) Protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
  - (2) Demolition and removal of building, basements, and foundations.
  - (3) Demolition and removal of site improvements and features, including but not limited to retaining walls, private concrete and paving, sidewalks, curbing, private utility poles, marquee signs, sprinkler systems, and foundation landscaping. Remove below grade features including foundations and wiring. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
  - (4) Demolition and removal of all material, material piles, fencing, trees, debris, etc.
- B. Related Sections: The following contain requirements that relate to this Section.
  - (1) Division 1 Section "Soil Erosion-Sedimentation Control".
  - (2) Division 2 Section "Excavating, Filling and Grading" for soil materials, excavating, backfilling, and site grading.

#### 1.2 DEFINITIONS

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

#### 1.3 MATERIALS OWNERSHIP

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

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
  - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.

- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Trucking log(s) tracking loads out of and loads in to each project . Each load should be described in detail (i.e. Demo debris, concrete, backfill, brush, topsoil, etc.).
- H. Records for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- I. Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.
- J. Seeding and Watering Report
- K. Seed tags from Dutch white clover seed
- L. Sidewalk and/or curb replacement permit and certification from City or Township.

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 PROJECT CONDITIONS

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

#### **PART 2-PRODUCTS (Not Applicable)**

#### **PART 3-EXECUTION**

##### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

- B. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Perform surveys as the Work progress to detect hazards resulting from demolition activities.

### 3.2 PREPARATION

- A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - i. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the GCLBA and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
  - i. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - ii. Protection existing site improvements, appurtenances, and landscaping to remain.
  - iii. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

### 3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.

### 3.4 POLLUTION CONTROLS <UPDATED 1/18/19>

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

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

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

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

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon

conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

- A. Use two hoses, water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - i. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
  - ii. Provide two hose and sufficient water misting to eliminate creation of dust so that there are NO VISIBLE EMISSIONS. This requires wetting prior to demolition activities and during load out.
  - iii. Minimize any drop distances.
  - iv. Limit work that creates dust on windy days.
  - v. Cover debris piles/open holes if existing for more than 24 hours.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- D. Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the GCLBA. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

### 3.5 DEMOLITION

- A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
  - (1) Contractor shall wet the building prior to demolition. A hole shall be created in the building roof and water sprayed into it to sufficiently wet any insulation/other friable material prior to collapsing the building with mechanical methods.
  - (2) Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
  - (3) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - (4) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - (5) Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
  - (6) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
  - (7) Remove air-conditioning equipment without releasing refrigerants.
  - (8) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

Basement Excavation

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

- C. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.
- D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- E. Special Conditions

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

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials of GCLBA's property and legally dispose of them.
- D. Contractor shall supply GCLBA with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must be supplied to the GCLBA in a timely manner to insure payment will be paid in a timely manner.

**END OF SECTION 400**

## APPENDIX 2 - EGLE – NESHAP PROGRAM/MEMO TO CONTRACTORS

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## **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](mailto:dechyc@michigan.gov)
- Jeremy Brown 517-599-7825 [brwonj9@michigan.gov](mailto:brwonj9@michigan.gov)
- Kim Dohm 517-284-6777 regarding submittal of NESHAP to ANS

### **MIOSHA contacts:**

- Scott Thelen 517-284-7680 [thelen1s@michigan.gov](mailto: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>

APPENDIX 2-  
PART 1- MEMOS TO CONTRACTORS

**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



APPENDIX 2-  
PART 1- MEMOS TO CONTRACTORS

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)).

APPENDIX 2-  
PART 1- MEMOS TO CONTRACTORS

**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_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_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 indicate 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.

APPENDIX 2-  
PART 1- MEMOS TO CONTRACTORS

**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.






Michigan Department of Environment, Great Lakes, and Energy  
Air Quality Division

## 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.

*Revised February 25, 2020*

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 (VSI(C))	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	
Acenaphthene	83329	NA	3.00E+05	8,700	1.90E+08	8.10E+07	8.10E+07	8.10E+07	8.10E+07	4.10E+07	NA
Acenaphthylene	208968	NA	5,900	ID	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.20E+06	1.60E+06	NA
Acetaldehyde (I)	75070	NA	19,000	2,600	2.20E+05	1.70E+05	1.70E+05	2.80E+05	2.80E+05	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	NLV	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	1.90E+08	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	2.10E+06	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	4.40E+07	4.7E+7 (C)	1.10E+06
Acrolein (I)	107028	NA	2,400	NA	410	310	310	610	610	3.60E+06	2.30E+07
Acrylamide	79061	NA	10	200 (X)	NLV	NLV	NLV	NLV	NLV	1,900	NA
Acrylic acid	79107	NA	78,000	NA	2.40E+06	1.90E+05	2.30E+05	2.30E+05	2.30E+05	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	10,000	16,000	8.30E+06
Alachlor	15972608	NA	52	290 (X)	NLV	NLV	NLV	NLV	NLV	ID	NA
Aldicarb	116063	NA	60	NA	NLV	NLV	NLV	NLV	NLV	ID	NA
Aldicarb sulfone	1646884	NA	200 (M); 40	NA	NLV	NLV	NLV	NLV	NLV	ID	NA
Aldicarb sulfoxide	1646873	NA	200(M); 80	NA	NLV	NLV	NLV	NLV	NLV	ID	NA
Aldrin	309002	NA	NLL	NLL	1.30E+06	58,000	58,000	58,000	58,000	1,000	NA
Aluminum (B)	7429905	6.90E+06	1,000	NA	NLV	NLV	NLV	NLV	NLV	5.0E+7 (DD)	NA
Ammonia	7664417	NA	ID	(CC)	ID	ID	ID	ID	ID	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	1.80E+06	2.9E+7 (C)	4.40E+05
Aniline	62533	NA	1,100	330 (M); 80	NLV	NLV	NLV	NLV	NLV	6.70E+07	4.50E+06
Anthracene	120127	NA	41,000	ID	1.0E+9 (D)	1.40E+09	1.40E+09	1.40E+09	1.40E+09	2.30E+08	NA
Antimony	7440360	NA	4,300	94,000 (X)	NLV	NLV	NLV	NLV	NLV	1.30E+07	NA
Arsenic	7440382	5,800	4,600	4,600	NLV	NLV	NLV	NLV	NLV	7,600	NA
Asbestos (BB)	1332214	NA	NLL	NLL	NLV	NLV	NLV	NLV	NLV	1.0E+7 (M); 68,000	NA
Atrazine	1912249	NA	60	150	NLV	NLV	NLV	NLV	NLV	ID	NA
Azobenzene	103333	NA	4,200	ID	6.10E+06	6.30E+05	6.30E+05	6.30E+05	6.30E+05	1.40E+05	NA





TABLE 2. SOIL: RESIDENTIAL

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

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Hazardous Substance			Groundwater Protection		Indoor Air	Ambient Air (Y) (C)			Contact	Csat	
	Chemical Abstract Service Number	Statewide Default Background Level	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSI(C))	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels
Barium (B)	7440393	75,000	1.30E+06	(G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA
Benzene (I)	71432	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05
Benzidine	92875	NA	1,000 (M); 6.0	1,000 (M); 6.0	NLV	NLV	NLV	NLV	46,000	1,000 (M); 23	NA
Benzo(a)anthracene (Q)	56553	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA
Benzo(b)fluoranthene (Q)	205992	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA
Benzo(k)fluoranthene (Q)	207089	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,00E+05	NA
Benzo(g,h,i)perylene	191242	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA
Benzo(a)pyrene (Q)	50328	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA
Benzoic acid	65850	NA	6.40E+05	NA	NLV	NLV	NLV	NLV	ID	9.90E+08	NA
Benzyl alcohol	100516	NA	2.00E+05	NA	NLV	NLV	NLV	NLV	3.30E+11	3.2E+8 (C)	5.80E+06
Benzyl chloride	100447	NA	150	NA	6,300	14,000	14,000	17,000	6.20E+07	48,000	2.30E+05
Beryllium	7440417	NA	51,000	(G)	NLV	NLV	NLV	NLV	1.30E+06	4.10E+05	NA
bis(2-Chloroethoxy)ethane	112265	NA	ID	ID	NLV	NLV	NLV	NLV	ID	ID	2.70E+06
bis(2-Chloroethyl)ether (I)	111444	NA	100	100 (M); 20	8,300	3,800	3,800	3,800	9.40E+06	13,000	2.20E+06
bis(2-Ethylhexyl)phthalate	117817	NA	NLL	NLL	NLV	NLV	NLV	NLV	7.00E+08	2.80E+06	1.00E+07
Boron (B)	7440428	NA	10,000	1.4E+5 (X)	NLV	NLV	NLV	NLV	ID	4.8E+7 (DD)	NA
Bromate	15541454	NA	200	800 (X)	NLV	NLV	NLV	NLV	ID	17,000	NA
Bromobenzene (I)	108861	NA	550	NA	3.10E+05	4.50E+05	4.50E+05	4.50E+05	5.30E+08	5.40E+05	7.60E+05
Bromodichloromethane	75274	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06
Bromoform	75252	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	2.80E+09	8.20E+05	8.70E+05
Bromomethane	74839	NA	200	100	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06
n-Butanol (I)	71363	NA	19,000	2.00E+05	NLV	NLV	NLV	NLV	2.30E+10	2.9E+7 (C)	8.70E+06
2-Butanone (MEK) (I)	78933	NA	2.60E+05	44,000	5.4E+7 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.2E+8 (C, DD)	2.70E+07
n-Butyl acetate	123864	NA	11,000	NA	5.6E+7 (C)	1.10E+08	2.60E+08	3.20E+08	4.70E+11	1.7E+7 (C)	1.10E+06
t-Butyl alcohol	75650	NA	78,000	NA	3.1E+8 (C)	9.70E+07	2.00E+08	2.00E+08	1.30E+11	1.2E+8 (C)	1.10E+08
Butyl benzyl phthalate	85687	NA	2.2E+6 (C)	1.2E+5 (X)	NLV	NLV	NLV	NLV	4.70E+10	3.6E+7 (C)	3.10E+05
n-Butylbenzene	104518	NA	1,600	ID	ID	ID	ID	ID	2.00E+09	2.50E+06	1.00E+07



TABLE 2. SOIL: RESIDENTIAL

APPENDIX 2 PART 3

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

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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 (VSI(C))	Finite VSI(C) for 5 Meter Source Thickness	Finite VSI(C) for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria		
sec-Butylbenzene	135988	NA	1,600	ID	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	ID	6.70E+08	2.50E+06	1.00E+07
Cadmium (B)	7440439	1,200	6,000	(G,X)	NLV	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	2.20E+06	5.30E+09	ID	NA
Caprolactam	105602	NA	1.20E+05	NA	NLV	NLV	NLV	NLV	NLV	6.70E+08	5.3E+7 (DD)	NA
Carbaryl	63252	NA	14,000	ID	ID	ID	ID	ID	ID	ID	2.20E+07	NA
Carbazole	86748	NA	9,400	1,100	NLV	NLV	NLV	NLV	NLV	6.20E+07	5.30E+05	NA
Carboturan	1563662	NA	800	NA	NLV	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	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	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	1.20E+06	3.10E+07	31,000	NA
Chloride	16887006	NA	5,00E+06	(X)	NLV	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	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	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	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	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	ID	1.90E+06
Chloroform	67663	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+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	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	NLV	ID	4.50E+06	NA
beta-Chloronaphthalene	91587	NA	6.20E+05	NA	ID	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	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	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	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	NLV	3.30E+08	7.90E+08	NA
Chromium (VI)	18540299	NA	30,000	3,300	NLV	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA
Chrysene (Q)	218019	NA	NLL	NLL	ID	ID	ID	ID	ID	ID	2.00E+06	NA





TABLE 2. SOIL: RESIDENTIAL

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



TABLE 2. SOIL: RESIDENTIAL

APPENDIX 2 PART 3

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

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

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



TABLE 2. SOIL: RESIDENTIAL

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

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Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection		Indoor Air	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Ambient Air (Y) (C)		Particulate Soil Inhalation Criteria	Contact	Csat
			Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria			Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness			
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/m <sup>3</sup> (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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			Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria			Finite VSI(C) for 5 Meter Source Thickness	Finite VSI(C) for 2 Meter Source Thickness			
Methyl parathion	298000	NA	46	NA	NLV	NLV	NLV	NLV	ID	56,000	NA
4-Methyl-2-pentanone (MIBK) (I)	108101	NA	36,000	ID	3.7E+7 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.6E+7 (C)	2.70E+06
Methyl-tert-butyl ether (MTBE)	1634044	NA	800	1.4E+5 (X)	9.9E+6 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06
Methylcyclopentane (I)	96377	NA	ID	NA	92,000	2.30E+06	8.20E+06	2.00E+07	4.70E+10	ID	3.50E+05
4,4'-Methylene-bis-2-chloroaniline (MBOCA)	101144	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.40E+07	6,800	NA
Methylene chloride	75092	NA	100	30,000 (X)	45,000	2.10E+05	5.90E+05	1.40E+06	6.60E+09	1.30E+06	2.30E+06
2-Methylnaphthalene	91576	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA
Methylphenols (J)	1319773	NA	7,400	1,000 (M); 600	NLV	NLV	NLV	NLV	6.70E+09	1.10E+07	NA
Metolachlor	51218452	NA	4,800	300	NLV	NLV	NLV	NLV	ID	1.5E+6 (C, DD)	4.40E+05
Metribuzin	21087649	NA	3,600	NA	ID	ID	ID	ID	ID	9.60E+06	NA
Mirex	2385855	NA	NLL	NLL	ID	ID	ID	ID	ID	9,600	NA
Molybdenum (B)	7439987	NA	1,500	64,000 (X)	NLV	NLV	NLV	NLV	ID	2.60E+06	NA
Naphthalene	91203	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA
Nickel (B)	7440020	20,000	1.00E+05	(G)	NLV	NLV	NLV	NLV	1.30E+07	4.00E+07	NA
Nitrate (B,N)	14797558	NA	2.0E+5 (N)	ID	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrite (B,N)	14797650	NA	20,000 (N)	NA	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrobenzene (I)	98953	NA	330 (M); 68	3,600 (X)	91,000	54,000	54,000	54,000	4.70E+07	1.00E+05	4.90E+05
2-Nitrophenol	88755	NA	400	ID	NLV	NLV	NLV	NLV	ID	6.30E+05	NA
n-Nitroso-di-n-propylamine	621647	NA	330 (M); 100	NA	NLV	NLV	NLV	NLV	1.60E+06	1,200	1.50E+06
N-Nitrosodiphenylamine	86306	NA	5,400	NA	NLV	NLV	NLV	NLV	2.20E+09	1.70E+06	NA
Oxamyl	23135220	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	8.60E+06	NA
Oxo-hexyl acetate	88230357	NA	1,500	NA	ID	ID	ID	ID	5.40E+09	2.30E+06	1.00E+07
Pendimethalin	40487421	NA	1.10E+06	NA	NLV	NLV	NLV	NLV	ID	4.60E+07	NA
Pentachlorobenzene	608935	NA	29,000	9,500	ID	ID	ID	ID	ID	3.2E+5 (C)	1.90E+05
Pentachloronitrobenzene	82688	NA	37,000	NA	1.20E+05	2.30E+05	2.30E+05	2.30E+05	3.30E+08	1.70E+06	NA
Pentachlorophenol	87865	NA	22	(G,X)	NLV	NLV	NLV	NLV	1.00E+08	90,000	NA



TABLE 2. SOIL: RESIDENTIAL

APPENDIX 2 PART 3

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 (VSI(C))	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria		
Pentane	109660	NA	ID	NA	9.7E+5 (C)	3.70E+07	3.10E+08	5.80E+08	1.20E+12	ID	ID	2.40E+05
2-Pentene (I)	109682	NA	ID	NA	ID	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	NA
Perfluorooctane sulfonic acid (DD)	1763231	NA	NA	0.24 (X)	NA	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	1.60E+06	NA
Phenol	108952	NA	88,000	9,000	NLV	NLV	NLV	NLV	4.00E+10	4.0E+7 (C, DD)	1.00E+05	1.20E+07
Phenytol	57410	NA	830	4300 (X)	NLV	NLV	NLV	NLV	2.20E+08	1.00E+05	1.00E+05	NA
Phosphorus (Total)	7723140	NA	1.30E+06	(EE)	NLV	NLV	NLV	NLV	6.70E+07	1.0E+9 (D)	1.0E+06	NA
Phthalic acid	88993	NA	2.80E+05	NA	NLV	NLV	NLV	NLV	ID	4.3E+8 (C)	1.70E+06	1.70E+06
Phthalic anhydride	85449	NA	3.00E+05	NA	NLV	NLV	NLV	NLV	ID	4.7E+8 (C)	1.10E+06	1.10E+06
Picloram	1918021	NA	10,000	920	NLV	NLV	NLV	NLV	ID	1.60E+07	1.60E+07	NA
Piperidine	110894	NA	64	NA	NLV	NLV	NLV	NLV	9.30E+09	99,000	1.20E+08	1.20E+08
Polybrominated biphenyls (J)	67774327	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	1,200	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)	5.00E+06	NA
Prometon	1610180	NA	4,900	NA	NLV	NLV	NLV	NLV	ID	5.00E+06	5.00E+06	NA
Propachlor	1918167	NA	1,900	NA	NLV	NLV	NLV	NLV	ID	2.90E+06	2.90E+06	NA
Propazine	139402	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	6.10E+06	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	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	1.10E+08
n-Propylbenzene (I)	103651	NA	1,600	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07	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	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	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	37,000
Selenium (B)	7782492	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	2.60E+06	NA
Silver (B)	7440224	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	2.50E+06	NA
Silvex (2,4,5-TP)	93721	NA	3,600	2,200	NLV	NLV	NLV	NLV	ID	1.70E+06	1.70E+06	NA
Simazine	122349	NA	80	340	NLV	NLV	NLV	NLV	ID	1.20E+06	1.20E+06	NA





TABLE 2. SOIL: RESIDENTIAL

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

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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 (VSI(C))	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness	Particulate Soil Inhalation Criteria		
Sodium	17341252	NA	4.60E+06	NA	NLV	NLV	NLV	NLV	NLV	ID	1.0E+9 (D)	NA
Sodium azide	26628228	NA	1,800	1,000	ID	ID	ID	ID	ID	ID	2.70E+06	NA
Strontium (B)	7440246	NA	92,000	4.20E+05	NLV	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	NA
Sulfate	14808798	NA	5,00E+06	NA	NLV	NLV	NLV	NLV	ID	ID	ID	NA
Tebuthiuron	34014181	NA	10,000	NA	NLV	NLV	NLV	NLV	ID	4.6E+6 (DD)	NA	NA
2,3,7,8-Tetrabromodibenzo-p-dioxin (O)	50585416	NA	NLL	NLL	NLV	NLV	NLV	NLV	(O)	(O)	NA	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	NA
2,3,7,8-Tetrachlorodibenzo-p-dioxin (O)	1746016	NA	NLL	NLL	NLV	NLV	NLV	NLV	71 (O)	0.09 (O)	NA	NA
1,1,1,1,2-Tetrachloroethane	630206	NA	1,500	ID	6,200	36,000	36,000	54,000	1.00E+05	4.20E+08	4.8E+5 (C)	4.40E+05
1,1,1,2,2-Tetrachloroethane	79345	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05	88,000
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)	2.90E+06	1.20E+08
Tetrahydrofuran	109999	NA	1,900	2.2E+5 (X)	1.30E+06	1.30E+07	6.70E+07	1.60E+08	3.90E+11	ID	ID	ID
Tetranitromethane	509148	NA	ID	NA	500(M); 110	500 (M); 51	NLV	NLV	1.30E+07	35,000	NA	NA
Thallium (B)	7440280	NA	2,300	4,200 (X)	NLV	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.0E+7 (C)	2.50E+05	2.50E+05
Toluene (I)	108883	NA	16,000	5,400	3.3E+5 (C)	NLV	NLV	NLV	1.00E+08	94,000	1.20E+06	1.20E+06
p-Toluidine	106490	NA	660 (M); 300	NA	NLV	NLV	NLV	NLV	NLV	20,000	2.50E+05	2.50E+05
Toxaphene	8001352	NA	24,000	8,200	NLV	NLV	NLV	NLV	ID	2.9E+6 (C)	3.70E+06	3.70E+06
Triallate	2303175	NA	95,000	NA	ID	6.00E+05	6.00E+05	6.00E+05	4.70E+08	7.90E+05	1.10E+06	1.10E+06
Tributylamine	102829	NA	7,800	ID	5.80E+05	2.80E+07	2.80E+07	2.80E+07	6.70E+10	5.0E+8 (C)	4.60E+05	4.60E+05
1,2,4-Trichlorobenzene	120821	NA	4,200	5,900 (X)	9.6E+6 (C)	3.80E+06	1.20E+07	2.80E+07	1.90E+08	1.80E+05	9.20E+05	9.20E+05
1,1,1-Trichloroethane	71556	NA	4,000	1,800	2.50E+05	17,000	21,000	44,000	1.30E+08	1.1E+5 (DD)	5.00E+05	5.00E+05
1,1,2-Trichloroethane	79005	NA	100	6,600 (X)	4,600	11,000	25,000	57,000	3.80E+12	7.9E+7 (C)	5.60E+05	5.60E+05
Trichloroethylene	79016	NA	100	4,000 (X)	1,000	9.20E+07	6.30E+08	1.50E+09	2.30E+10	2.30E+07	7.10E+05	7.10E+05
Trichlorofluoromethane	75694	NA	52,000	NA	2.8E+6 (C)	NLV	NLV	NLV	1.00E+09	ID	NA	NA
2,4,5-Trichlorophenol	95954	NA	39,000	NA	NLV	NLV	NLV	NLV	NLV	7.10E+05	NA	NA
2,4,6-Trichlorophenol	88062	NA	2,400	330 (M); 100	NLV	NLV	NLV	NLV	NLV	NLV	NA	NA



TABLE 2. SOIL: RESIDENTIAL

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

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			Groundwater Protection		Indoor Air	Ambient Air (Y) (C)			Contact	Csat	
Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSI(C))	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
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 - MAP AND BOUNDARIES OF TARGET AREA

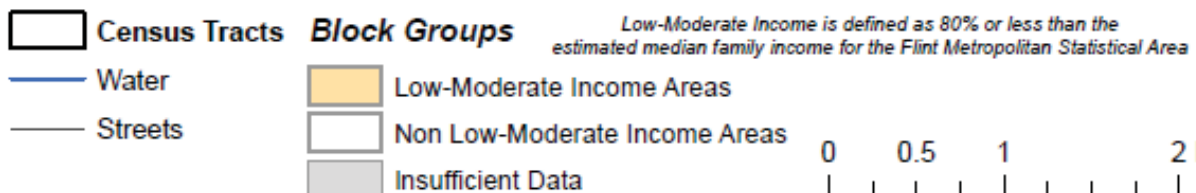
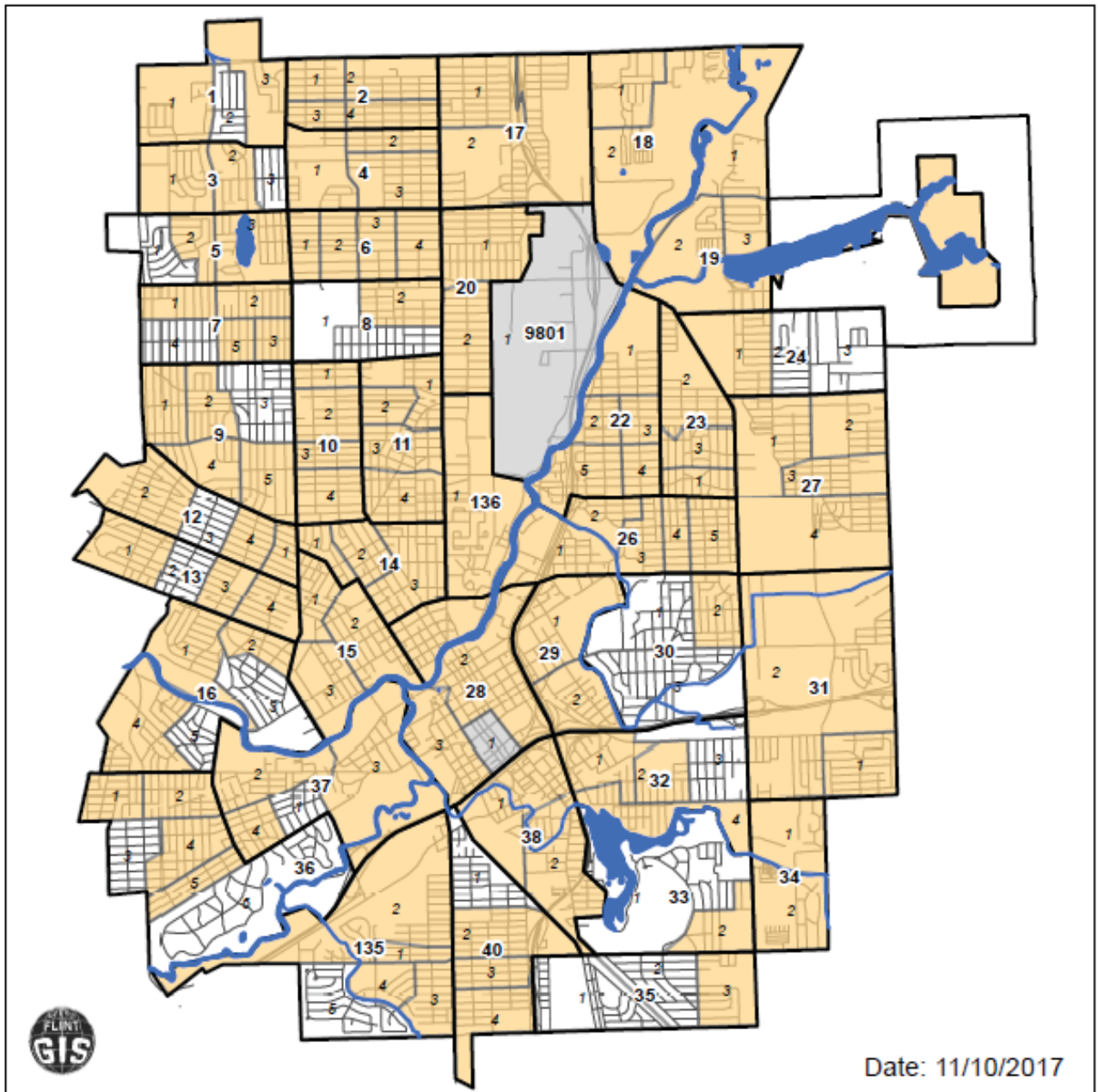
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## APPENDIX 3: MAPS AND BOUNDARIES



### 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)



## APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

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

## 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 1(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 1010, 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.

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**(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.

Agencies	Forms	About Us	News	Contact Us
			<b>FEDERAL GOVERNMENT</b>	<b><a href="#">+</a> LABOR DEPARTMENT</b>
			White House	About DOL
			Coronavirus Resources	Guidance Search
				<b><a href="#">+</a> ABOUT THE SITE</b> <a href="#">+</a>
				Freedom of Information Act
				Disclaimers



**Office of Federal Contract  
Compliance Programs**

An agency within the U.S.  
Department of Labor

200 Constitution Ave NW  
Washington, DC 20210  
1-866-4-USA-DOL  
1-866-487-2365  
[www.dol.gov](http://www.dol.gov)

[Severe Storm and Flood Recovery AssistanceEspañol](#)

[Disaster Recovery Assistance](#)

[DisasterAssistance.gov](#)

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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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	05/08/2020
3	07/10/2020
4	07/24/2020
5	09/04/2020
6	09/25/2020
7	10/09/2020

ASBE0047-002 07/01/2020

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.52	17.88

BOIL0169-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

BRMI0009-014 08/01/2019

	Rates	Fringes
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 06/01/2020

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 28.21	21.84

ELEC0948-001 06/01/2020

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.....	\$ 39.17	23.51
Low Voltage Wiring.....	\$ 29.46	17.12

ENGI0324-011 06/01/2020

	Rates	Fringes
OPERATOR: Power Equipment GROUP 1.....	\$ 40.38	24.85
GROUP 2.....	\$ 37.08	24.85
GROUP 3.....	\$ 33.63	24.85
GROUP 4.....	\$ 32.72	24.85
GROUP 5.....	\$ 32.72	24.85
GROUP 6.....	\$ 26.86	24.85
GROUP 7.....	\$ 24.38	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

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IRON0025-019 06/01/2019

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 30.98	27.99
STRUCTURAL.....	\$ 36.77	29.03

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LAB00334-005 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

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LAB01075-002 06/01/2019

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 23.00	13.66

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PAIN1052-001 05/01/2020

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 25.50	14.15
Spray.....	\$ 26.85	14.15

-----  
PAIN1052-004 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 27.15	15.00
Hand work.....	\$ 27.15	15.00
Machine work.....	\$ 27.15	15.00

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PLAS0016-005 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

-----  
PLUM0370-002 06/01/2020

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 39.81	20.95
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 39.81	20.95

\* ROOF0149-005 06/01/2020

	Rates	Fringes
ROOFER.....	\$ 29.58	22.85

-----  
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

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SUMI2011-008 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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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 E0, 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 E0 is available at [www.dol.gov/whd/govcontracts](http://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)).

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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, ATTESTATION FORM

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**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  $1\frac{1}{2}$ , 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, 2<sup>nd</sup> Floor  
Flint, Michigan 48502

Notices for the Contractor should be sent to:

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)  
(NAME OF BUSINESS ENTITY)  
(ADDRESS OF BUSINESS ENTITY)

**CONTRACT ENTERED INTO BY:**  
GENESEE COUNTY LAND BANK AUTHORITY

(NAME OF BUSINESS ENTITY)

\_\_\_\_\_  
(DIRECTOR NAME), Executive Director

\_\_\_\_\_  
(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\*

<b>CONTRACTOR:</b>		<b>BID NUMBER:</b>	
<b>NUMBER OF HOUSES (PAYMENT PACKETS) YOUR ARE SUBMITTING SUBMITTING:</b>			
<b>Type of Project:</b>			
<input type="checkbox"/>	Inspection	<b>Contact Person:</b>	
<input type="checkbox"/>	Abatement	<b>Contact Phone Number:</b>	
<input type="checkbox"/>	Demolition	<b>Email:</b>	

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

## REQUEST FOR FINAL PAYMENT CHECKLIST

<b>ADDRESS:</b>	<b>PARCEL NUMBER:</b>
<b>CONTRACTOR:</b>	<b>CONTACT PERSON:</b>
<b>BID NUMBER:</b>	

**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)
<b>ABATEMENT CONTRACTORS</b>	
	<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
<b>DEMOLITION CONTRACTORS</b>	
	<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. <i>(All asbestos containing waste must be identified; friable and non-friable )</i>
	<input type="checkbox"/> Trucking Log – tracking the transportation and disposal of C & D waste. <i>(Contractor must provide Friable Asbestos Manifests and receipts for structures demolished as asbestos containing.)</i>
	<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

<b>Project Location:</b>	<b>Parcel Identification No.:</b>
<b>Type of Project:</b>	<b>Bid #:</b>
<b>Contractor:</b>	<b>Contact Person:</b>

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

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

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, expect as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1100 of the Michigan Compiled Laws.
7. Deponent further says that Laborer wages, fringe benefits and income tax withholdings are paid, except:

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**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:

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

Address:

Parcel #:

\_\_\_\_\_

\_\_\_\_\_

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

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

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:

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**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



## 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  
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## 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.

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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



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 SUMMARY SHEET

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EXAMPLE ABATEMENT SUMMARY SHEET

No.	Parcel ID	Address	Material	Quantity & Units	Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
1	40-02-402-019	2409 DELMAR AVE	Smoke Detector	1				
1	40-02-402-019	2409 DELMAR AVE	Smoke Detector	3				
1	40-02-402-019	2409 DELMAR AVE	Security Battery	1				
1	40-02-402-019	2409 DELMAR AVE	Duct Wrap (4 boots/4 runs)	140	Square feet			
1	40-02-402-019	2409 DELMAR AVE	Window Caulk (23 Windows)	12	Square feet			
1	40-02-402-019	2409 DELMAR AVE	9" Multi-Colored Floor Tile	60	Square feet			
1	40-02-402-019	2409 DELMAR AVE	Vermiculite Insulation	516	Square feet			
1	40-02-402-019	2409 DELMAR AVE						
1	40-02-402-019	2409 DELMAR AVE						
1	40-02-402-019	2409 DELMAR AVE						
1	40-02-402-019	2409 DELMAR AVE						
2	40-02-403-029	2321 FOREST HILL AVE	CFL	1				
2	40-02-403-029	2321 FOREST HILL AVE	Mercury Light Bulb	1				
2	40-02-403-029	2321 FOREST HILL AVE	White Linoleum	90	Square feet			
2	40-02-403-029	2321 FOREST HILL AVE	9" Brown Multi-Colored Floor Tile	150	Square feet			
2	40-02-403-029	2321 FOREST HILL AVE	Window Caulk (22 Windows)	11	Square feet			
2	40-02-403-029	2321 FOREST HILL AVE	Duct Wrap (1 boot)	5	Square feet			
2	40-02-403-029	2321 FOREST HILL AVE	Brown Linoleum	42	Square feet			
2	40-02-403-029	2321 FOREST HILL AVE						
2	40-02-403-029	2321 FOREST HILL AVE						
2	40-02-403-029	2321 FOREST HILL AVE						
2	40-02-403-029	2321 FOREST HILL AVE						
2	40-02-403-029	2321 FOREST HILL AVE						
3	40-02-403-026	2401 FOREST HILL AVE	Tire	1				
3	40-02-403-026	2401 FOREST HILL AVE	12" Tan Floor Tile/Gray Linoleum (2 Layers)	76 (Room Size is 38 Sq. Ft)	Square feet			
3	40-02-403-026	2401 FOREST HILL AVE	Stucco- Rough Textured	452	Square feet			
3	40-02-403-026	2401 FOREST HILL AVE	Duct Wrap (4 boots/4 runs)	140	Square feet			
3	40-02-403-026	2401 FOREST HILL AVE	Tan Linoleum/Red Linoleum (2 Layers)	18 ( Room Size is 9 Sq. Ft)	Square feet			
3	40-02-403-026	2401 FOREST HILL AVE						
3	40-02-403-026	2401 FOREST HILL AVE						
3	40-02-403-026	2401 FOREST HILL AVE						
3	40-02-403-026	2401 FOREST HILL AVE						
4	40-02-258-008	2514 FOREST HILL AVE	Mercury Thermostat	1				
4	40-02-258-008	2514 FOREST HILL AVE	Duct Wrap (3 boots/ 3 runs)	95	Square feet			
4	40-02-258-008	2514 FOREST HILL AVE						
4	40-02-258-008	2514 FOREST HILL AVE						

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							
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		1,985	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							
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 & TOP SOIL SAMPLING AND CERTIFICATION FORMS

---

DATE

**CONTRACT ADMINISTRATOR**

**Genesee County Land Bank Authority**

452 S. Saginaw Street, 2<sup>nd</sup> 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

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## 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:

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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](http://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 & PRE-DEMOLITION WALKTHROUGH FORMS

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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

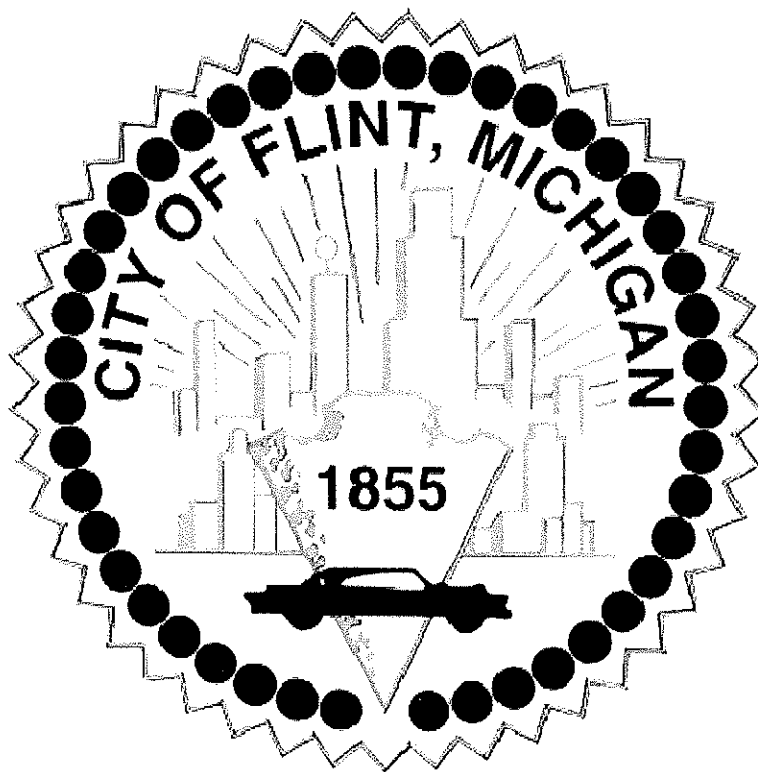
## APPENDIX 10—CDBG CONTRACT BETWEEN THE CITY OF FLINT AND GCLBA

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**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
Safe Center – YWCA of Greater Flint	\$20,340
TOTAL PUBLIC SERVICE	\$893,458
ECONOMIC DEVELOPMENT	
Microenterprise Assistance – Best Practices Consulting	\$50,000
Culinary Job Training – Communities First	\$70,000
HYPE – Faith Foundation Resources	\$25,000
TOTAL ECONOMIC DEVELOPMENT	\$145,000
HOUSING	
Owner Occupied Rehab – Habitat for Humanity	\$233,244
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
Neighborhood Cleanups – DPD	\$50,000

TOTAL BLIGHT ACTIVITIES	\$1,429,242
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**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
<b>TOTAL PUBLIC/FACILITY IMPROVEMENTS</b>	<b>\$280,000</b>

<b>TOTAL CDBG USES</b>	<b>\$3,872,807</b>
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**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
<b>TOTAL HOME USES:</b>	<b>\$909,367</b>

**ESG USES**

<b>ADMINISTRATION</b>	<b>\$24,061.12</b>
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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
<b>TOTAL SHELTER</b>	<b>\$192,250.00</b>

**HOMELESSNESS PREVENTION**

TBD	\$25,000.00
Shelter of Flint	\$28,030.38
<b>TOTAL HOMELESSNESS PREVENTION</b>	<b>\$53,030.38</b>

**RAPID RE-HOUSING**

Shelter of Flint	\$30,000.00
<b>TOTAL RAPID RE-HOUSING</b>	<b>\$30,000.00</b>

**DATA COLLECTION**

Shelter of Flint	\$21,473.50
<b>TOTAL DATA COLLECTION</b>	<b>\$21,473.50</b>

<b>TOTAL ESG USES</b>	<b>\$320,815.00</b>
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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;

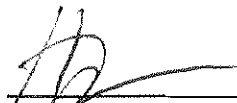
Further resolved, upon receipt of the official award document from HUD, HOME funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$909,367 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 HOME 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

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**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.
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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.
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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 **11<sup>th</sup> 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 **11<sup>th</sup> day of February, 2019** and end on this **31<sup>st</sup> 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, 2<sup>nd</sup> 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 15<sup>th</sup> 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

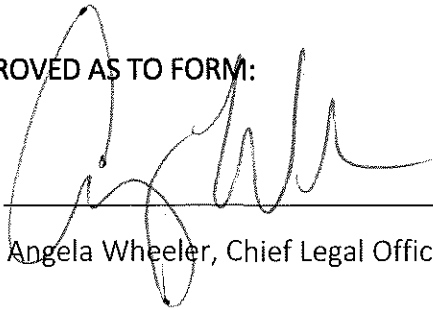
#### **IX. WHOLE AGREEMENT/IDENTIFICATION OF CONTRACT DOCUMENTS**

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:

  
Date

WITNESS:

  
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](mailto: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.

<b>1st Quarter Activities:</b> 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.

<b>2nd Quarter Activities</b> 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.

<b>3rd Quarter Activities</b> 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.

<b>4th Quarter Activities</b> 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					Total	\$0.00	\$0.00	
Insurance & Bonding								
					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								
<b>Program Totals</b>	<b>\$675,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	
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		
		<b>SUB-TOTAL \$41,856.00</b>

**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)		\$2,200.00
File Clerk (30%) (rate 1.26)		\$400.00
Fringe benefit 4		
Fringe benefit 5		
		<b>SUB-TOTAL \$20,250.00</b>
		<b>Total Personnel &amp; Fringe Benefits \$62,106.00</b>

**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		
<b>TOTAL</b>		<b>\$0.00</b>

**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		
<b>TOTAL</b>		<b>\$0.00</b>

**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			
<b>Subtotal</b>			\$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		
<b>Subtotal</b>			\$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	

**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
<b>TOTAL</b>		<b>\$11,358.00</b>

**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		
<b>TOTAL</b>		<b>\$0.00</b>

**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.

<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<u>\$41,856.00</u>
<b>B. Fringe Benefits</b>	<u>\$20,250.00</u>
<b>C. Travel</b>	<u>\$0.00</u>
<b>D. Equipment</b>	<u>\$0.00</u>
<b>E. Supplies</b>	<u>\$0.00</u>
<b>F. Construction</b>	<u>\$0.00</u>
<b>G. Consultants/Contracts</b>	<u>\$601,536.00</u>
<b>H. Other</b>	<u>\$11,358.00</u>
<b>Total Direct Costs</b>	<u>\$675,000.00</u>
<b>I. Indirect Costs</b>	<u>\$0.00</u>
<b>TOTAL PROJECT COSTS</b>	<u>\$675,000.00</u>

<b>Federal Request</b>	<u>\$675,000.00</u>
<b>Non-Federal Amount</b>	<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

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.

## INSURED

Berridge Place LLC And  
Genesee County Land Bank  
452 S. Saginaw St  
Flint MI 48502-1826

## INSURERS AFFORDING COVERAGE

INSURER A: Home-Owners

INSURER B: Accident Fund Ins Co of Amer

INSURER C:

INSURER D:

INSURER E:

## NAIC #

26638

10166

## 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				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	14051484	4/1/2018	4/1/2019	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				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input type="checkbox"/> ANY AUTO				
			<input type="checkbox"/> ALL OWNED AUTOS	4797917900	4/1/2018	4/1/2019	BODILY INJURY (Per person) \$
			<input type="checkbox"/> SCHEDULED AUTOS				
			<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
			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"/> DEDUCTIBLE				\$
			RETENTION \$				\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below	WCV6111174	4/26/2018	4/26/2019	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

City of Flint  
1101 S. Saginaw St.  
Flint, MI 48501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.

PROPERTY TAXES DIV.

INCOME TAX DIV.

ENFORCEMENT

CURRENT

CURRENT

CURRENT

CURRENT

DELINQUENT

DELINQUENT

DELINQUENT

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. Miller 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**

<b>ENTITY</b>	GENESEE COUNTY LAND BANK	Status: Active
DUNS: 003805105	+4:	CAGE Code: 5BA47 DoDAAC:
Expiration Date: Aug 21, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 452 S SAGINAW ST		
City: FLINT	State/Province: MICHIGAN	
ZIP Code: 48502-1826	Country: UNITED STATES	

## APPENDIX 11—DUE CARE COMPLIANCE PLAN/ CONTRACTOR DISCLOSURE STATEMENT

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Due Care Plan Documenting Compliance with Section  
7a of Act 451

*For the Site:*

**1001 Martin Luther King Avenue  
Flint, Genesee County,  
Michigan 48503**

Satisfying the Requirements of Rule 299.51003  
of the Michigan Administrative Code

Prepared for:

**Genesee County Land Bank Authority  
452 South Saginaw Street, Second Floor  
Flint, Michigan 48506**

Prepared by:

**Professional Service Industries, Inc.  
37843 Interchange Drive  
Farmington Hills, Michigan 48335**

**September 25, 2020**

**PSI Project No. 01661297-2**

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#### **FORMS AND NOTIFICATIONS**

Due Care Notification to Contractors





## 1 INTRODUCTION

The Genesee County Land Bank Authority (GCLBA) retained Professional Service Industries, Inc. (PSI), an Intertek Company, to prepare this Documentation of Due Care Compliance (DDCC) for the vacant commercial property located at 1001 Martin Luther King Avenue in the City of Flint, Genesee County, Michigan (subject property).

Due to concentrations of chemicals that were detected in the soil and groundwater, the subject property is identified as a *facility* as defined in 1994 P.A. 451, as amended, Part 201. As such, the current owner and/or operator of the property must meet certain due care obligations under Section 20171a of Part 201, including:

- a) Undertake measures as are necessary to prevent exacerbation of the existing contamination.
- b) Exercise due care by undertaking response activity necessary to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the facility in a manner that protects the public health and safety.
- c) Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that foreseeably could result from those acts or omissions.
- d) Provide reasonable precautions against reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- e) Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- f) Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

This DDCC is representative of the current and intended use of the property. If changes to the property use, zoning, operations, and/or layout occur, reevaluation of the potential exposure pathways and amendments to this plan may be required.

### 1.1 Site Description and Background

The subject property is located at 1001 Martin Luther King Avenue, Flint, Michigan and is comprised of a single parcel of land having the Tax Identification Number: 40-12-259-043. The parcel is generally rectangular in shape, measuring approximately 130 feet (frontage across Martin Luther King Avenue) by approximately 135 feet, and approximately 0.45 acres in size. The



property was commercially developed with one structure comprised of three units, and totaling approximately 9,264 square feet in size. The building units were constructed between approximately prior to the 1940s to the 1950s. The building was demolished in 2020.

The subject property is relatively flat and is located approximately 755 feet above mean sea level. The surrounding area slopes gradually to the east-southeast. Water bodies are not evident on the subject property, and the nearest mapped surface water body appears to be the Flint River, located approximately 2,530 feet southeast of the subject property.

The subject property is located in an area that is developed with residential and commercial structures along Martin Luther King Avenue and 7<sup>th</sup> Avenue. Vacant lots are also present in the vicinity of the subject property where residential and commercial structures have been demolished. The subject property zoning is "D-3" which is Community Business District. It is the purpose of "D-3" districts to provide for the needs for both convenience goods and the more common and often reoccurring shopping goods and household services of a population considerably larger than that served by neighborhood business districts.

Please refer to Figures 1 and 2.

#### **1.1.1 Site History**

Prior to the early 1900s, the subject property was developed with several residential structures and portions of the recently demolished commercial building. The commercial building expanded over time, and the residential structures appear to have been demolished between 1967 and 1972. Historical occupants of the subject property included but were not limited to, used automobile, an automotive repair, and a laundromat. Although records indicated that the laundromat was operated by coin washing machines, there was a potential for former use as a dry-cleaning operation.

The area in the immediate vicinity of the subject property appeared to be developed for residential and commercial use from prior to the early 1900s. Historical operations on the adjoining properties included automotive repair (south), gasoline stations (east and south), printing shop (south) and dry cleaners (east).

#### **1.1.2 Current Use**

The subject property is currently a vacant lot, following demolition of a commercial building.

Based on a desktop review, current use(s) of the surrounding properties include:

North - Immediately north of the subject property is a residential structure.



East - Immediately east of the subject property is Martin Luther King Avenue, beyond which from north to south, is a residential property and what appears to be a vacant commercial structure.

South - Immediately south of the subject property is 7<sup>th</sup> Avenue, beyond which are two commercial buildings.

West - Immediately west of the subject property is a residential structure.

### **1.1.3 Intended Use of the Subject Property**

The subject property will be a vacant lot for the foreseeable future.

### **1.1.4 Proposed Property Infrastructure**

Currently, there are no active utility systems operating on the subject property. Utility systems which may be available to the property are summarized below:

- Sewage disposal in the subject property area is provided through the local municipality – City of Flint Public Works Department.
- Potable water in the subject property area is provided through the local municipality – City of Flint Water Department.
- Electricity in the subject property area is provided by Consumers Energy.
- Natural gas in the subject property area is provided by Consumers Energy.

Stormwater: Stormwater will infiltrate the ground surface or will flow into the existing stormwater catch basins located along the adjoining roadways.

Sewage disposal: As the subject property will be vacant, no new sanitary sewer structures are planned.

Potable and fire suppression water: As the subject property will be vacant, no potable water or fire suppression water are planned.

Natural gas: As the subject property will be vacant, no natural gas lines are planned.

## **1.2 Previous Investigations**

PSI reviewed the following documents pertaining to previous environmental investigations of the subject property in the preparation of the DDCC:



Please note that some information included in this report was obtained from a Phase I Environmental Site Assessment (ESA), prepared by Environmental Consulting and Technology, Inc. (ECT) dated January 14, 2019 and a Phase II ESA, prepared by ECT dated June 17, 2019.

- Phase I Environmental Site Assessment (ESA), 1001 Martin Luther King Avenue, Flint, Michigan, dated January 14, 2019, for the GCLBA, prepared by Environmental Consulting and Technology, Inc. (ECT).
- Phase II ESA, 1001 Martin Luther King Avenue, Flint, Michigan, dated June 17, 2019, for the GCLBA, prepared by ECT.
- Industrial Hygiene and Environmental Oversight with Sampling - Draft, 1001 Martin Luther King Avenue, Flint, MI 48502, dated August 18, 2020, for the GCLBA, prepared by PSI.

### **1.3 Hazardous Substance Information**

Results of subsurface investigations conducted at the subject property confirmed the presence of volatile organic compounds (VOCs) in the soil and groundwater located on the subject property at concentrations exceeding Michigan Department of Environment, Great Lakes and Energy (EGLE) Generic Residential Cleanup Criteria (GRCC). Criteria were originally promulgated on December 21, 2002 within the Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA451, as amended.

Based on the analytical results, the subject property is a “facility” as defined by Part 201 of P.A. 451 of the NREPA, as amended.

PSI also compared analytical results to Recommended Interim Action Screening Levels (RIASLs) published by EGLE in August 2017.

#### **1.3.1 Soil Analysis**

A total of eleven soil samples (1001-GP-SB-01 through 1001-GP-SB-08, South Wall, North Wall, and Floor) and one field duplicate soil sample (1001-GP-SB-01 FD) were submitted for laboratory analysis.

The VOC tetrachloroethene (PCE) was detected above laboratory method detection limits (MDLs) in several of the soil samples collected from the subject property. Three of the soil samples exhibited concentrations of PCE above EGLE GRCC and/or EGLE Residential Recommended Interim Action Screening Levels (RIASLs). The remaining VOCs were not detected above laboratory MDLs. Please note that some MDLs exceeded EGLE GRCC in the soil samples collected from the South Wall and Floor.



### 1.3.2 Groundwater Analysis

A total of six groundwater samples (1001-GP-GW-01 through 1001-GP-GW-05, and 1001-GP-GW-08) and one field duplicate groundwater sample (1001-GP-GW-02 FD) were submitted for laboratory analysis.

The VOCs PCE, cis-1,2 dichloroethene, and trichloroethene (TCE) were detected above laboratory MDLs in the groundwater sample collected from 1001-GP-GW-05. The detected concentrations of TCE and PCE exceeded EGLE GRCC and/or EGLE Residential Recommended Interim Action Screening Levels (RIASLs). The remaining VOCs were not detected above laboratory MDLs.

Where sampled, polynuclear aromatic hydrocarbons (PNAs), metals, and polychlorinated biphenyls (PCBs), were not detected above laboratory MDLs.

### 1.4 Geology and Hydrogeology

PSI reviewed previously prepared reports and other available information regarding the physical setting of the subject property to assist with the interpretation of subsurface water movement near the property. Physical setting information is summarized in the table below.

PHYSICAL SETTING		
Physical Setting Attributes	Description	Source
Subject Property Elevation:	Approximately 755 feet Above the Mean Sea Level (AMSL)	Phase I ESA prepared by ECT
Topographic Gradient:	East-southeast	Phase I ESA prepared by ECT
Closest Surface Water:	The nearest surface water is the Flint River, located approximately 2,530 feet to the southeast.	Google Earth
Predominant soil type mapped on the subject property:	<b>Urban land – Boyer complex, 0 to 6 percent slopes</b> – Parent material is loamy over sandy and gravelly glaciofluvial deposits, well drained and very low run-off.	On-line Web Soil Survey



PHYSICAL SETTING		
Physical Setting Attributes	Description	Source
Geology/Hydrogeology	<p><b>Medium Textured Glacial Till:</b> described as gray, grayish brown or reddish brown, non-sorted glacial debris. The matrix is dominantly loam and silt loam in texture with variable amounts of cobbles and boulders. They occur as ground moraine, till plain or undifferentiated ground moraine-end moraine complexes. This includes small areas of coarser or finer-textured tills as well as small areas of outwash. The thickness is highly variable locally, from less than ten meters to as much as twenty to thirty meters.</p> <p><b>NOTE:</b> during completion of Phase II ESA activities, the borings encountered brown to dark brown, fine grained sand (5 to 10 feet bgs), underlain by gray to dark gray silt and clay.</p>	EGLE online Geowebface and Phase II ESA prepared by ECT
Estimated Depth to first groundwater:	Approximately five to eight feet below ground surface (bgs).	Phase II ESA prepared by ECT
Anticipated groundwater flow direction:	Shallow groundwater movement typically mimics the topographic gradient or flows toward the nearest major surface water body; however, in urban settings, man-made features such as utility corridors, fill areas and excavations may alter the direction of groundwater movement. The groundwater flow at the subject property is presumed to flow to the southeast.	Estimated based on nearest surface water body and topographic gradient.



## 2 EXPOSURE PATHWAY EVALUATION

The data collected in the subsurface investigation at the subject property have been examined and the following exposure pathway evaluation has been prepared. The evaluation has considered, among other things; geology, hydrology, hydrogeology, proposed land use, and the distribution of excavation materials and constituents of concern. The chemical concentrations have been compared to the EGLE Part 201 Generic Cleanup Criteria.

The exposure pathway analysis is intended to identify potential transport mechanisms by which contamination could migrate through the environment from the contaminant source to a potential exposure point. The exposure assessment included an evaluation of potential exposure pathways and transport mechanisms associated with contaminated soil and groundwater at the subject property.

Please note, the criteria used in the evaluation of exposure risks is dependent on how the subject property is used. The subject property will consist of a vacant lot for the foreseeable future, likely comprised of vegetation and soil. The subject property zoning is "D-3" which is Community Business District. It is the purpose of "D-3" districts to provide for the needs for both convenience goods and the more common and often reoccurring shopping goods and household services of a population considerably larger than that served by neighborhood business districts. The principal establishments in such districts will normally be retail stores, eating and drinking establishments, entertainment venues, automotive services, etc. Based on the proposed future use of the subject property and the current zoning, the Part 201 Generic Non-Residential Cleanup Criteria (GNRCC) would be applicable; however, PSI has completed the exposure pathway evaluation using both Part 201 GRCC and GNRCC due to potential exposure of nearby residential populations and uncontrolled access to the subject property. The potential exposure pathways are summarized in the following table.

In the event that the subject property is redeveloped, a vapor intrusion investigation in the vicinity of proposed structure footprints will be required to adequately assess the soil and groundwater volatilization to indoor air exposure pathways. The exposure pathway evaluation and due care documentation is to be revised at that time, as necessary.



Human Exposure Pathways				
Pathway	Exposure Pathway Relevant?		If pathway Relevant, are applicable criteria exceeded (Applicable Criteria)	
	Yes/ No	Justification	Residential	Non-Residential
Direct Contact with Soil	Yes	<ul style="list-style-type: none"> <li>Contaminated soils present at intervals (&lt;10') where onsite occupants/utility workers may be expected to access them.</li> </ul>	<b>Yes</b>	<b>Yes</b>
Particulate Inhalation	Yes	<ul style="list-style-type: none"> <li>Contaminated soils present at intervals (&lt;10') where onsite occupants/utility workers may be expected to access them.</li> </ul>	No	No
Indoor Air Inhalation	No	<ul style="list-style-type: none"> <li>A building will not be present on the subject property.</li> </ul>	NA	NA
Ambient Air Inhalation	Yes	<ul style="list-style-type: none"> <li>Pathway relevant during construction or demolition activities</li> </ul>	No	No
Groundwater Ingestion	No	<ul style="list-style-type: none"> <li>No potable drinking water used onsite.</li> <li>Groundwater not used for potable drinking water in the City of Flint</li> </ul>	NA	NA

NA = Not Applicable

Bold = Response activities are required based upon a relevant human exposure pathway and exceeded applicable criterion (Section 3.0)

Other Pathways/Due Care Considerations	
<b>Migration Via Utility Corridors</b>	Utility corridors on or adjacent to the subject property may represent pathways for contaminant migration but were not fully assessed. Perched groundwater was generally encountered at approximately 7.5 feet bgs, which is generally deeper than subsurface utilities. Note that groundwater was encountered at approximately 3 feet bgs in 1001-GP-GW-05. Based on this information, no response activities regarding migration via utility corridors are required.
<b>Fire and Explosion Hazards</b>	No compounds were identified above the flammability and explosivity screening level.





Other Pathways/Due Care Considerations	
Aesthetic Quality	No compounds identified above the EGLE GRCC aesthetic criteria.

Based on the evaluation, the direct contact pathway was identified as a complete exposure pathway for contaminants detected above GRCC and GNRCC. The Chemical Abstract Service (CAS) number and detected soil concentrations above the direct contact GRCC and GNRCC are presented below:

Hazardous substance	CAS Number	Soil Sample ID and detected concentration	EGLE GRCC
VOCs			
Tetrachloroethylene	127-18-4	South Wall – (2456 ppm/hot) (1.5) – 160,000 µg/kg	DC - 88,000 µg/kg (Csat)

DC – Direct Contact; Csat – Soil Saturation Concentration Screening Level  
Note: The criterion exceeds Csat, so Csat is used as the Direct Contract criterion

It should be noted that contaminated soils exceeding EGLE GCC for Drinking Water, EGLE GCC for Groundwater Surface Interface, and EGLE Residential and Non-Residential Recommended Interim Action Screening Levels for the Soil Volatilization to Indoor Air Inhalation (RRIASL and NRRIASL, respectively), were encountered. While the exposure route pathways are not complete, these contaminated media shall be considered during future construction activities to prevent exacerbation. The Chemical Abstract Service (CAS) number and detected concentrations above these criteria are presented below:



Hazardous substance	CAS Number	Soil Sample ID and detected concentration	EGLE Generic Residential and Non-Residential Cleanup Criteria exceeded
VOCs			
Tetrachloroethylene	127-18-4	1001-GP-SB-07 (8) – 63 µg/kg South Wall (1.5) – 160,000 µg/kg North Wall (2) – 3,300 µg/kg Floor (3) – 22,000 µg/kg	DWP – 100 µg/kg GSIP – 1,200 µg/kg RRIASL – 50 µg/kg (M) NRRIASL – 50 µg/kg (M)

DWP – Drinking Water Protection; GSIP – Groundwater Surface Water Interface Protection; RRIASL – Residential Recommended Interim Action Screening Level; NRRIASL – Non-Residential Recommended Interim Action Screening Level; M – Calculated Criterion is below the analytical target detection limit, therefore the criterion defaults to the target detection limit. The target detection limit is listed in the table above.

Additionally, contaminated groundwater exceeding EGLE GCC for Drinking Water and EGLE Residential and Non-Residential Recommended Interim Action Screening Levels for the Volatilization to Indoor Air Inhalation for groundwater (RRIASL and NRRIASL, respectively), were encountered. While the exposure route pathways are not complete, these contaminated media shall be considered during future construction activities to prevent exacerbation. The Chemical Abstract Service (CAS) number and detected concentrations above these criteria are presented below:

Hazardous substance	CAS Number	Groundwater Sample ID and detected concentration	EGLE Generic Residential and Non-Residential Cleanup Criteria exceeded
VOCs			
Tetrachloroethylene	127-18-4	1001-GP-GW-05 (7') – 58 µg/l	DW – 5 µg/l RRIASL (<3 m bgs) – 1.5 µg/l NRRIASL (<3 m bgs) – 4.4 µg/l
Trichloroethylene	79-01-6	1001-GP-GW-05 (7') – 7.7 µg/l	DW – 5 µg/l RRIASL (<3 m bgs) – 1 µg/l (M) NRRIASL (<3 m bgs) – 1 µg/l (M) RRIASL (>3 m bgs) – 6.1 µg/l (M)

DW – Drinking Water; RRIASL – Residential Recommended Interim Action Screening Level; NRRIASL – Non-Residential Recommended Interim Action Screening Level; M – Calculated criterion is below the analytical target detection limit, therefore, the criterion defaults to the target detection limit. The target detection limit is listed in the table above.



### **3 PLAN FOR RESPONSE ACTIVITIES**

#### **3.1 Response Activities**

The following response activities will be conducted to prevent unacceptable exposure to hazardous substances for onsite employees and onsite subsurface workers, and allow for the intended use of the subject property in a manner that protects the public's health and safety:

- Based on soil and groundwater contamination exceeding the Part 201 Residential DWP/DW and/or GSI/GSIP cleanup criteria, proper soil and groundwater management activities shall be conducted during future construction activities.
- All third party contractors who may work sub-grade on the subject property will be notified of soil and groundwater contaminants.
- The soil in the vicinity of the South Wall shall remain in place with no disturbance. The soil around the South Wall sample location was covered with clean fill that will act as a protective barrier to prevent exposure to the underlying contaminated area.
- Should future activities be performed at the subject property that include excavation in the impacted area, additional sampling for disposal will be required and the subcontractors will be required to comply with the due care activities presented in this document.

#### **3.2 Effectiveness of Response Activities**

These response actions are sufficient to prevent unacceptable exposure to hazardous substances for site occupants and onsite subsurface workers, based upon the current and intended use of the subject property. If changes to the property use, zoning, operations, and/or layout occur, re-evaluation of potential exposure pathways and associated amendments to this report will be required.

#### **3.3 Restrictions on Property Use**

The subject property will be utilized in a manner consistent with the characteristics of the Part 201 Residential land use category. No additional restrictions are necessary.

The property owner shall notify employees, utility workers, or contractors who are likely to come into contact with contamination on the property and keep a copy of the environmental reports and this DDCC available for future prospective owners, employees, and/or lessees to review.

This DDCC shall be amended as necessary to reflect changes in site conditions.



### **3.4 Implementation Schedule**

Based on the nature of the proposed response activities to be undertaken by the subject property, it is not necessary to develop an implementation schedule.

### **3.5 Monitoring and Maintenance**

No monitoring and/or maintenance program will be necessary to address the contaminated soils/groundwater at the subject property.



## **4 EVALUATION AND DEMONSTRATION OF COMPLIANCE WITH SECTION 7A OBLIGATIONS**

As outlined in Section 20107a(1)(b) of NREPA, a person who owns or operates property that he or she has knowledge is a facility must exercise Due Care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and allow for the intended use of the subject property in a manner that protects public health and safety. To demonstrate compliance with this requirement, an exposure pathway evaluation with the proposed use of the facility has been performed and compared against appropriate standards established under Section 20120a of NREPA. There are no response activities on-going or land use restrictions in place at the subject property, nor are response activities required based on the exposure pathway analysis. The duties of the subject property owner are highlighted in accordance with Section 20107a of NREPA as follows:

### **4.1 Exacerbation**

As outlined in Section 20107a (1)(a) of NREPA, a person who owns or operates property that he or she has knowledge is a facility must discuss and demonstrate how the proposed use satisfies obligations with regard to exacerbation of existing contamination.

In addition to the response activities described in section 3.0, these include the following:

- Any subsurface construction will be planned and implemented in a manner as to not increase offsite migration along subsurface utility, sewer, or structure corridors. The handling or disposal of known impacted soils or groundwater will be performed in accordance with the regulatory requirements in place at the time such work is performed. Impacted soils or groundwater should not be moved to non-impacted areas of the subject property. Site soil may not be moved off-site without proper characterization to determine options for offsite disposal when or if it becomes necessary.
- Except for monitoring wells and devices that are part of a EGLE-approved response activity, construction or use of wells or other devices to extract potable groundwater for use will be prohibited, without prior evaluation and/or implementation of appropriate treatment of other engineering controls to prevent potential exposures through ingestion or to prevent exacerbation of existing soil and/or groundwater impact. If dewatering is necessary during excavation, the generated waste water will be characterized to determine the options for on-site treatment or off-site disposal.

### **4.2 Due Care**

As outlined in Section 20107a(1)(b) of NREPA, a person who owns or operates property that he or she has knowledge is a facility must exercise due care by undertaking response activities



necessary to mitigate unacceptable exposure to hazardous substances and allow for the intended use of the subject property in a manner that protects public health and safety.

To demonstrate compliance with this requirement, PSI performed an analysis of potential exposure pathways associated with the proposed use of the facility and compared these to appropriate standards established under Section 20120a of NREPA.

Due care will be exercised by undertaking the following activities to allow for the intended use of the facility in a manner that protects the public health and safety:

- Prior to any excavation or intrusive activities, including but not limited to, the installation of building footings, sub-grade utilities, or other similar features, an evaluation of the potential hazardous substances in the soil and groundwater will be undertaken to assure protection of persons who may come into contact with contaminated media, and compliance with Section 20107a of the NREPA.

#### **4.3 Reasonable Precautions**

As outlined in Section 20107a(1)(c) of NREPA, a person who owns or operates property that he or she has knowledge is a 'facility' must take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions. To demonstrate compliance with this requirement, PSI has evaluated risks that may be posed by existing property conditions and has described the precautions that will be taken to guard against the actions of third parties.

Potential parties at the site are expected to consist primarily of governmental employees and subcontractors, and visitors walking through the site. These populations will not be engaged in subsurface work on the site.

All potential third party contractors who may work sub-grade on the subject property shall be notified of the presence of contaminants, and a site-specific health and safety plans and/or requirements for 40-hour personal protection and safety training are necessary if working in the impacted area of the subject property.

Contractors or subcontractors working in areas where they have the potential to be exposed to hazardous substances are required to provide trained personnel who meet the requirements set forth in 29 CFR 1910.120. No contractor/subcontractor or agent, employee, or assignee of the contractor/subcontractor should work within specific areas (such as a temporary exclusion or exclusion zone in the areas of contamination) at this site unless they comply in full with the health and safety requirements specified in 29 CFR 1910.120.

No unauthorized personnel will be allowed in work areas where hazardous substances may be present without the consent of the site owner, or owner's designee. Any personnel granted



access to work areas shall be made aware of potential site hazards and may be accompanied by the owner or owner's designee at all times.

#### **4.4 Reasonable Cooperation, Assistance, and Access**

As outlined in Section 20107a(1)(d) of NREPA, a person who owns or operates property that he or she has knowledge is a facility must provide reasonable cooperation, assistance, and access to persons that are authorized to conduct response activities at the facility, including cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the facility.

Cooperation, assistance and access will be provided to persons that are authorized to conduct response activities on the subject property as applicable.

#### **4.5 Compliance with Land Use or Resource Use Restrictions**

As outlined in Section 20107a(1)(e) of NREPA, a person who owns or operates a property that he or she has knowledge is a "facility" must comply with land use or resource restrictions established or relied on in connection with the response activities at the facility.

Land use or resource restrictions are not associated with the property; therefore, 20107a(1)(e) does not apply.

#### **4.6 Impediment of Land Use or Resource Use Restrictions Effectiveness or Integrity**

As outlined in Section 20107a(1)(f) of NREPA, a person who owns or operates a property that he or she has knowledge is a "facility" must not impede the effectiveness or integrity of any land use or resource restrictions employed at the facility in connection with the response activities.

Land use or resource restrictions are not associated with the property; therefore, 20107a(1)(f) do not apply.

#### **4.7 Notifications Part 10 Due Care Rules**

Following is a discussion of the Part 201 notification requirements pertaining to utility/easement holders, abandoned containers, migrating contamination, and fire/explosion hazards.

##### **4.7.1 "Rule 1013" – Utility/Easement Holders**

Health and safety procedures, as well as soil and groundwater handling/disposal procedures, will be followed during any future excavation activities that may be conducted at the subject property. Health and safety procedures will apply to the owner/operator, contractors, subcontractors, utility workers and their subcontractors, and public entities and their contractors. The owner/operator of the subject property shall inform utility companies or public



entities, whose contractors and subcontractors were not hired by the owner/operator, of the presence of soil contamination at the subject property.

#### **4.7.2 “Rule 1015” – Abandoned Containers**

Based on the previous investigations conducted at the subject property, no abandoned containers were identified. Therefore, a “Rule 1015” notice is not required.

#### **4.7.3 “Rule 1017” – Migration of Contamination**

Groundwater sample 1001-GP-GW-05 was located approximately 15 feet north of the southern subject property boundary. The groundwater sample collected from the temporary monitoring well exhibited concentration of PCE and TCE above EGLE GCC. The groundwater at this location appears to be present within a shallow sand unit and may represent perched conditions, with limited potential for offsite migration. Additionally, investigation would be required to confirm offsite migration of contaminants of concern. Therefore, a “Rule 1017” notice is not required.

#### **4.7.4 “Rule 1019” – Fire/Explosion Hazards**

The contaminants of concern at the subject property were not detected at concentrations that will pose a fire or explosion risk at the subject property. Therefore, a “Rule 1019” notice is not required.

### **4.8 Documentation Part 10 Due Care Rules**

#### **4.8.1 “Rule 1003” – Documentation**

The owner/operator must maintain documentation of their evaluation, conclusions, and response activities taken regarding their due care obligations. This documentation must be provided to the EGLE upon request.

Compliance and the following compliance documentation must be made available to the EGLE upon request:

- Documentation of subsurface construction activities in impacted areas, including any soil or groundwater sampling/characterizations reports and waste disposal manifests.
- Documentation of notices to any excavation and third party contractors who may work subgrade on the subject property. An example notice to contractors is appended.





## **5 REPRESENTATIONS**

### **5.1 Warranty**

The field observations, measurements, and research reported herein are considered sufficient in detail and scope to form a reasonable basis for a limited investigation of this property. The assessment, conclusions, and recommendations presented herein are based upon the subjective evaluation of limited data. They may not represent all conditions at the site as they reflect the information gathered from specific locations. PSI warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted environmental investigation methodology and only for the site described in this report. The investigation is necessarily limited to the conditions observed and to the information available at the time of the work.

The DDCC has been developed to provide the client with information regarding degree of impact (not delineation) relating to the subject property. It is necessarily limited to the conditions observed and to the information available at the time of the work.

Due to the limited nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of the assessment or which were not apparent at the time of report preparation. It is also possible that the testing methods employed at the time of the report may later be superseded by other methods. The description, type, and composition of what are commonly referred to as "hazardous materials or conditions" can also change over time. PSI does not accept responsibility for changes in the state of the art, nor for changes in the scope of various lists of hazardous materials or conditions. PSI believes that the findings and conclusions provided in this report are reasonable. However, no other warranties are implied or expressed.

### **5.2 Reliance**

This report was prepared pursuant to the contract PSI has with the GCLBA. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than the GCLBA, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

### **5.3 Use by Third Parties**

This report was prepared pursuant to a contract between PSI and its client. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because



of the importance of these understandings, our assessment may not be sufficient for the intended purposes of another party.

Reliance or any use of this report by anyone other than those parties identified above for which it was prepared, except with express written permission, is prohibited and therefore not foreseeable to PSI. Any unauthorized reliance on or use of this report, including any of the information or conclusions contained herein, will be at the third party's risk. No warranties or representations expressed or implied in this report are made to any such third party.

Third party reliance letters may be issued:

- upon timely request;
- subject to the permission by our original client; and
- payment of the then-current fee for such letters.

All third parties relying on our report, by such reliance, agree that such reliance is limited by our proposal and/or General Conditions, as applicable.



## FIGURES



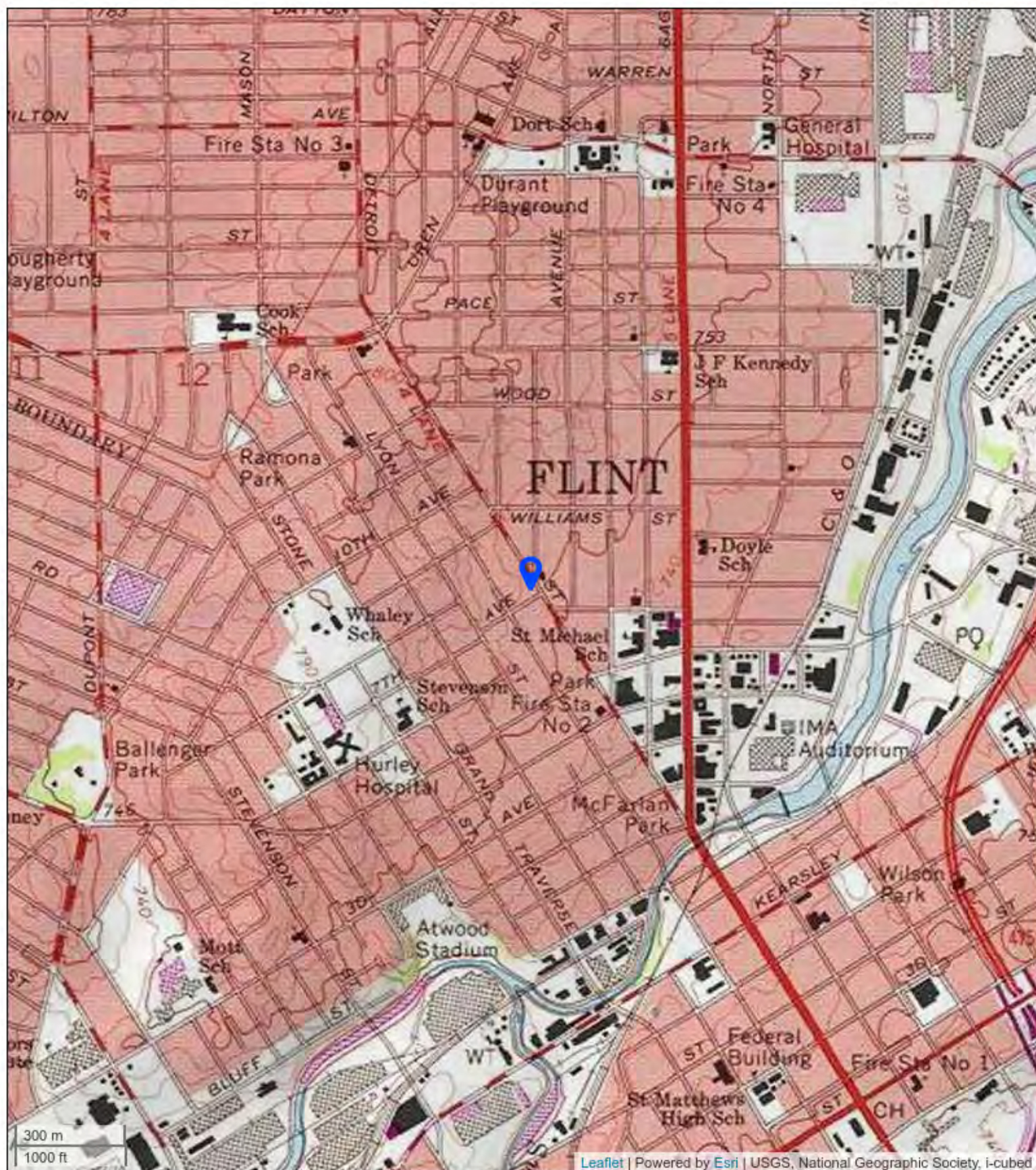
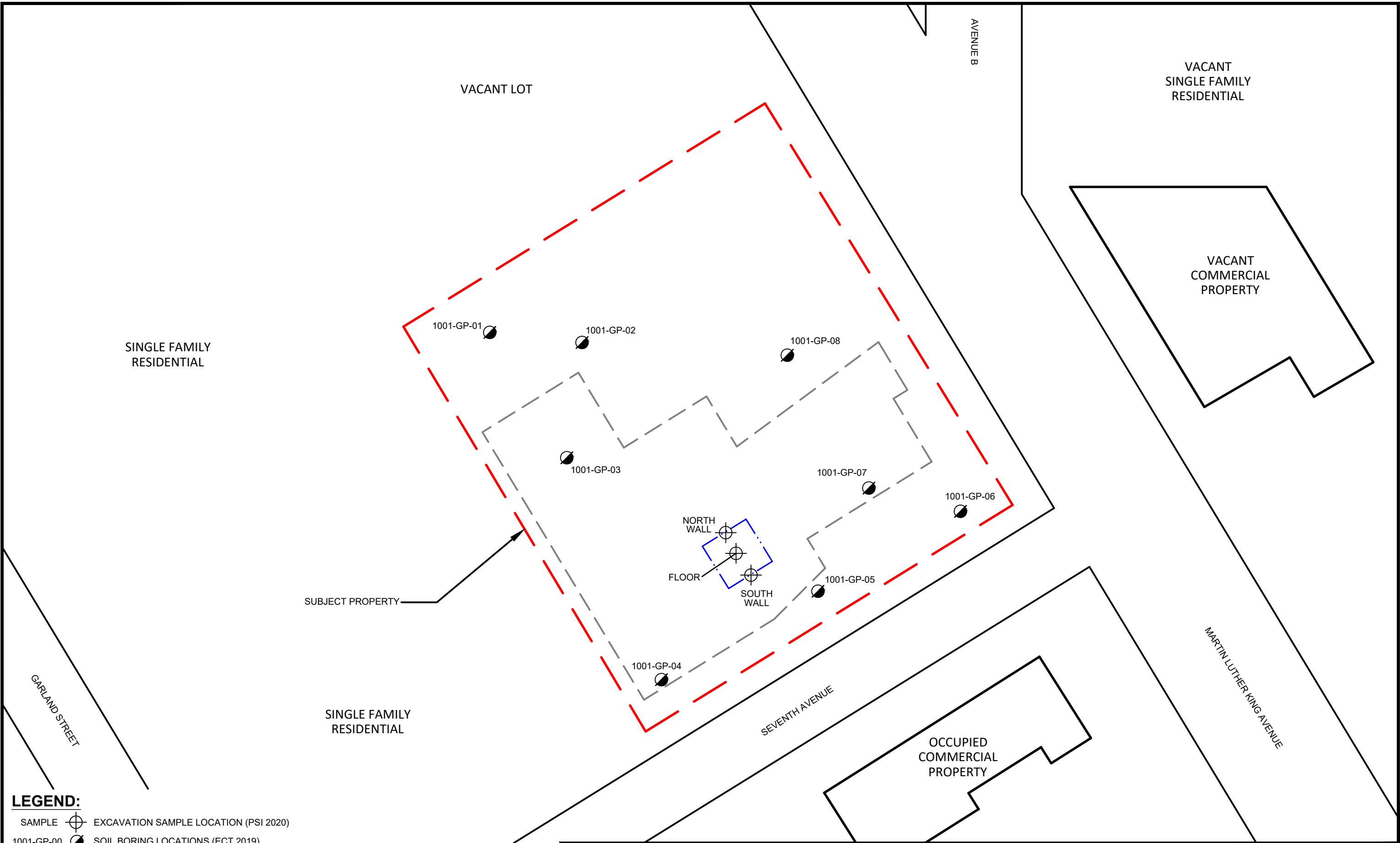


Figure 1 - Topographic Map

1001 Martin Luther King Avenue  
 Flint, Michigan 48503  
 Project Number: 01661297-2



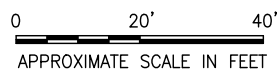




**LEGEND:**

SAMPLE		EXCAVATION SAMPLE LOCATION (PSI 2020)
1001-GP-00		SOIL BORING LOCATIONS (ECT 2019)
---	---	SUBJECT PROPERTY LINE
---	---	FORMER BUILDING LOCATION
---	---	PIT LOCATION

NOTE: All locations are approximate and must be field verified.



 Environmental Services 37483 Interchange Dr. · Farmington Hills · Michigan · 48335 · Tel 248.957.9911	PROJECT NAME: 1001 MLK 1001 Martin Luther King Avenue, Flint, Michigan 48503	DRAWN BY: A. Smak	DATE: 9-11-2020	DRAWING NO.: 3
	TITLE: Site Map With Soil Boring and Sample Locations	PROJECT MGR.: D. Hagerty	PROJECT NO.: 01661297-2	

Results reported in micrograms per kilogram (µg/kg)

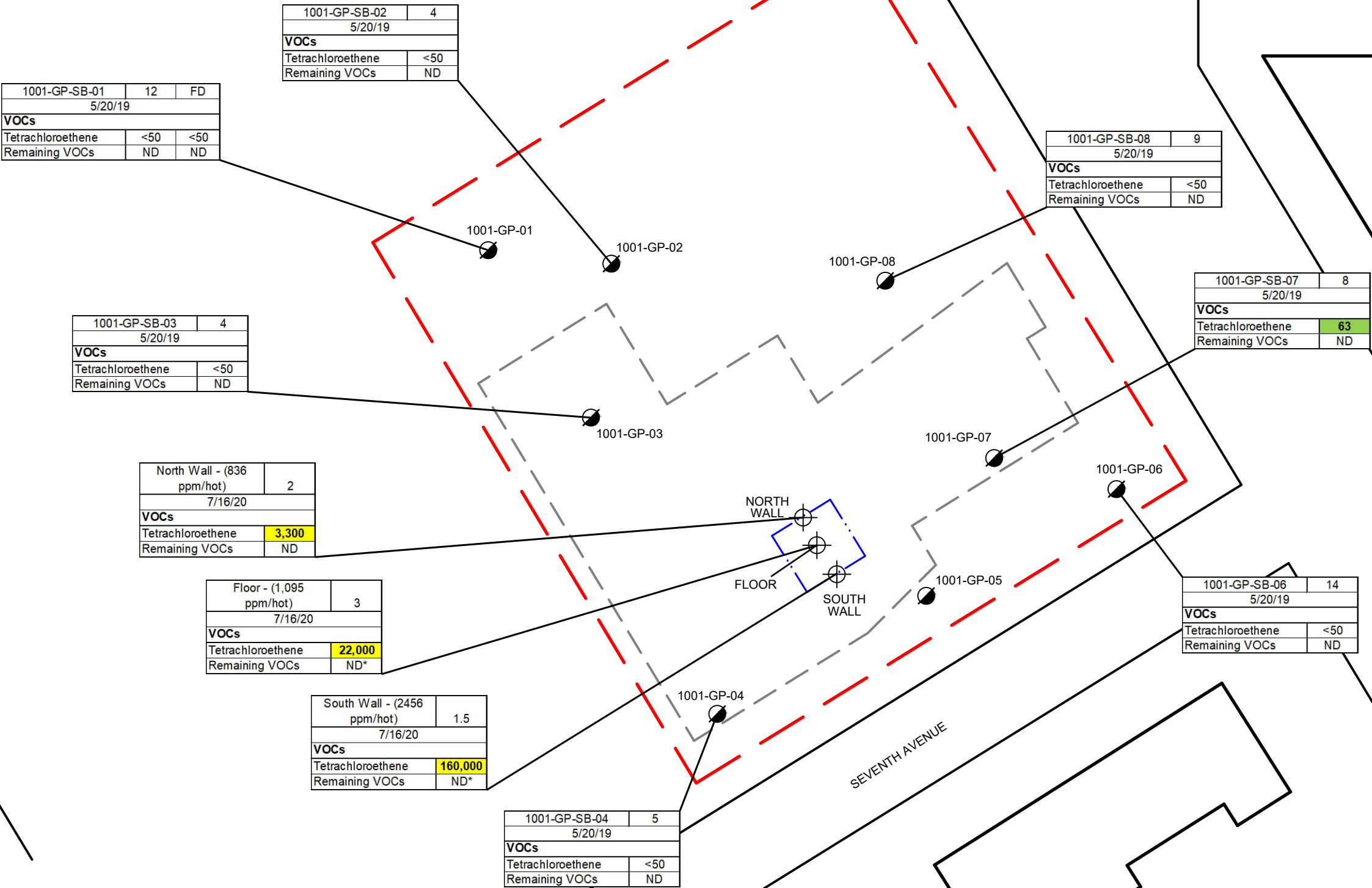
Numbers in yellow indicates concentration exceeds EGLE Generic Residential Cleanup Criteria

Numbers in green indicates concentration exceeds SVIAI Non-Residential RIASLs






**Bold** numbers indicates detection above laboratory method detection limits (MDLs)

ND - Not detected above laboratory MDLs

\* Elevated detection limits due to matrix interference



**LEGEND:**

- SAMPLE  EXCAVATION SAMPLE LOCATION (PSI 2020)
- 1001-GP-00  SOIL BORING LOCATIONS (ECT 2019)
-  SUBJECT PROPERTY LINE
-  FORMER BUILDING LOCATION
-  PIT LOCATION

NOTE: All locations are approximate and must be field verified.

0 20' 40'

APPROXIMATE SCALE IN FEET



**intertek**  
**psi** Environmental Services  
37483 Interchange Dr. · Farmington Hills · Michigan · 48335 · Tel 248.957.9911

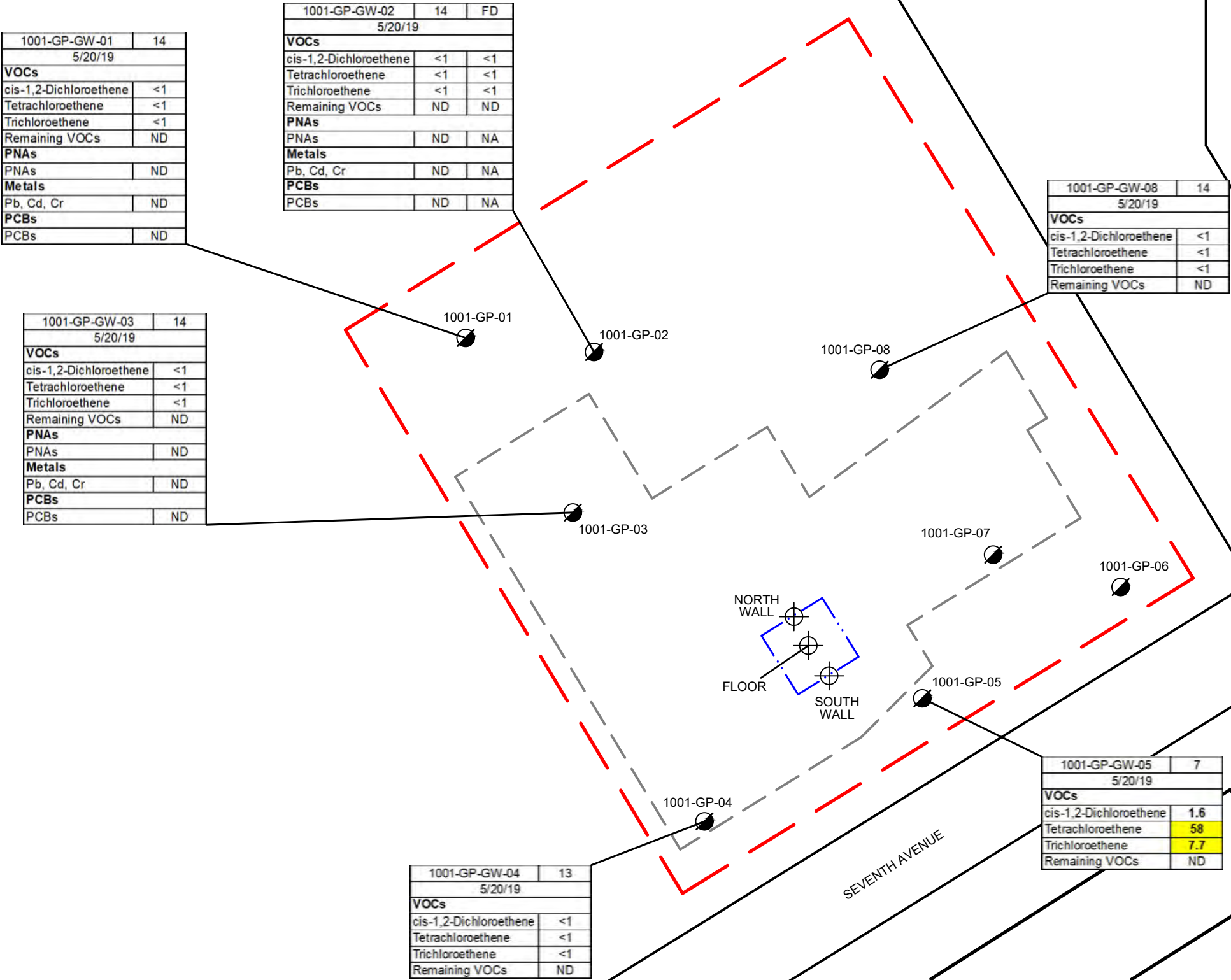
PROJECT NAME: 1001 MLK  
1001 Martin Luther King Avenue, Flint, Michigan 48503

TITLE: Site Map With Soil Boring and Sample Locations  
And Soil Analytical Results (GRCC)






DRAWN BY: A. Smak  
DATE: 9-11-2020  
DRAWING NO.: 4

PROJECT MGR.: D. Hagerty  
PROJECT NO.: 01661297-2

Results reported in micrograms per liter (µg/L)  
Numbers in yellow indicates concentration exceeds EGLE Generic Residential Cleanup Criteria  
Bold numbers indicates detection above laboratory method detection limits (MDLs)  
ND - Not detected above laboratory MDLs  
NA - Not analyzed



**LEGEND:**

- SAMPLE  EXCAVATION SAMPLE LOCATION (PSI 2020)
- 1001-GP-00  SOIL BORING LOCATIONS (ECT 2019)
-  SUBJECT PROPERTY LINE
-  FORMER BUILDING LOCATION
-  PIT LOCATION

NOTE: All locations are approximate and must be field verified.

0 20' 40'  
APPROXIMATE SCALE IN FEET



**intertek**  
**psi** Environmental Services  
37483 Interchange Dr. · Farmington Hills · Michigan · 48335 · Tel 248.957.9911

PROJECT NAME: 1001 MLK  
1001 Martin Luther King Avenue, Flint, Michigan 48503  
TITLE: Site Map With Soil Boring and Sample Locations  
And Groundwater Analytical Results (GRCC)

DRAWN BY:	DATE:	DRAWING NO.:
A. Smak	9-11-2020	5
PROJECT MGR.:	PROJECT NO.:	
D. Hagerty	01661297-2	



Results reported in micrograms per kilogram (µg/kg)

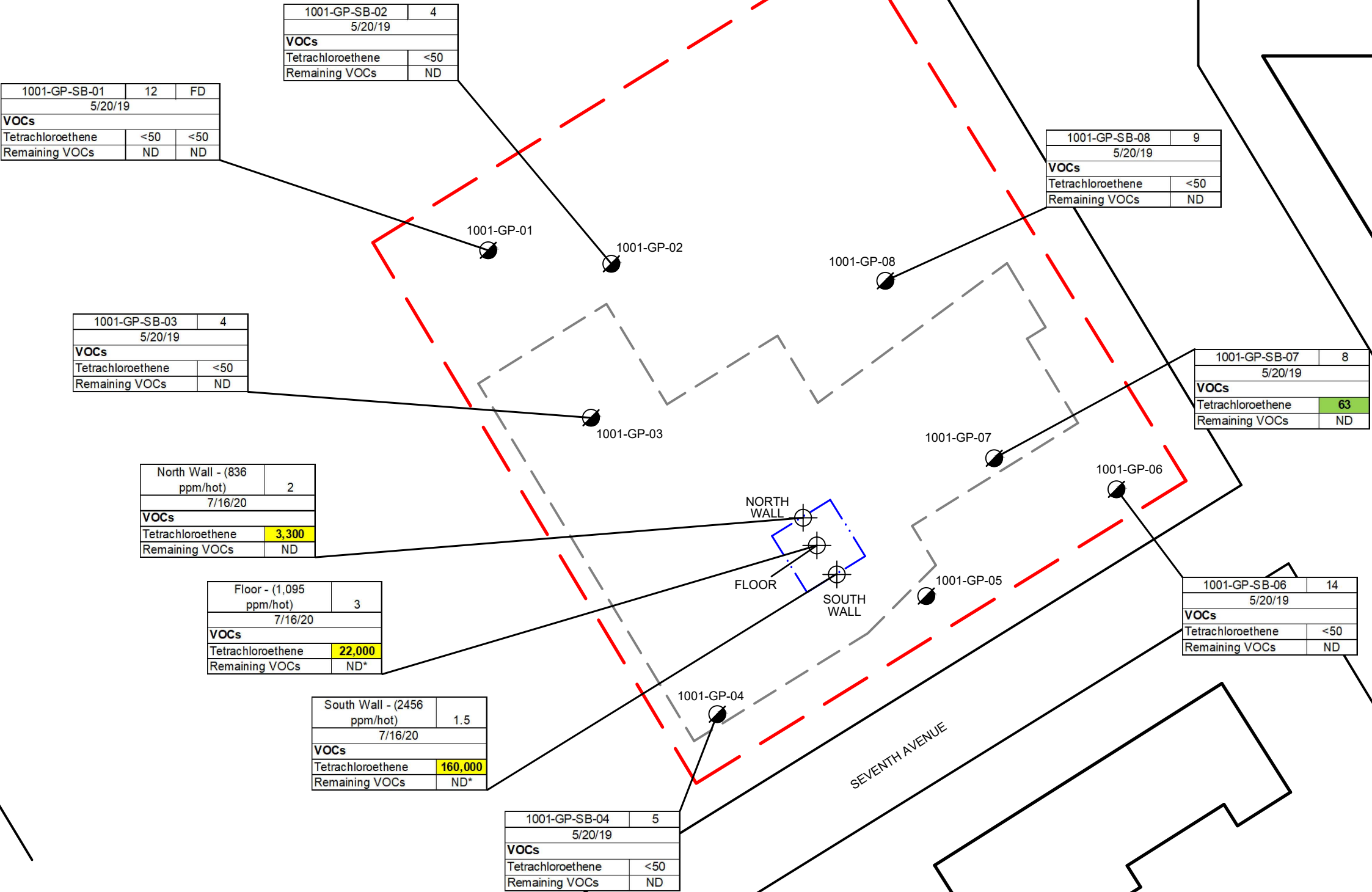
Numbers in yellow indicates concentration exceeds EGLE Generic Non-Residential Cleanup Criteria

Numbers in green indicates concentration exceeds EGLE Recommended Interim Action Screening Level






**Bold** numbers indicates detection above laboratory method detection limits (MDLs)

ND - Not detected above laboratory MDLs

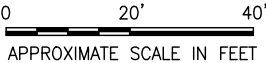
\* Elevated detection limits due to matrix interference



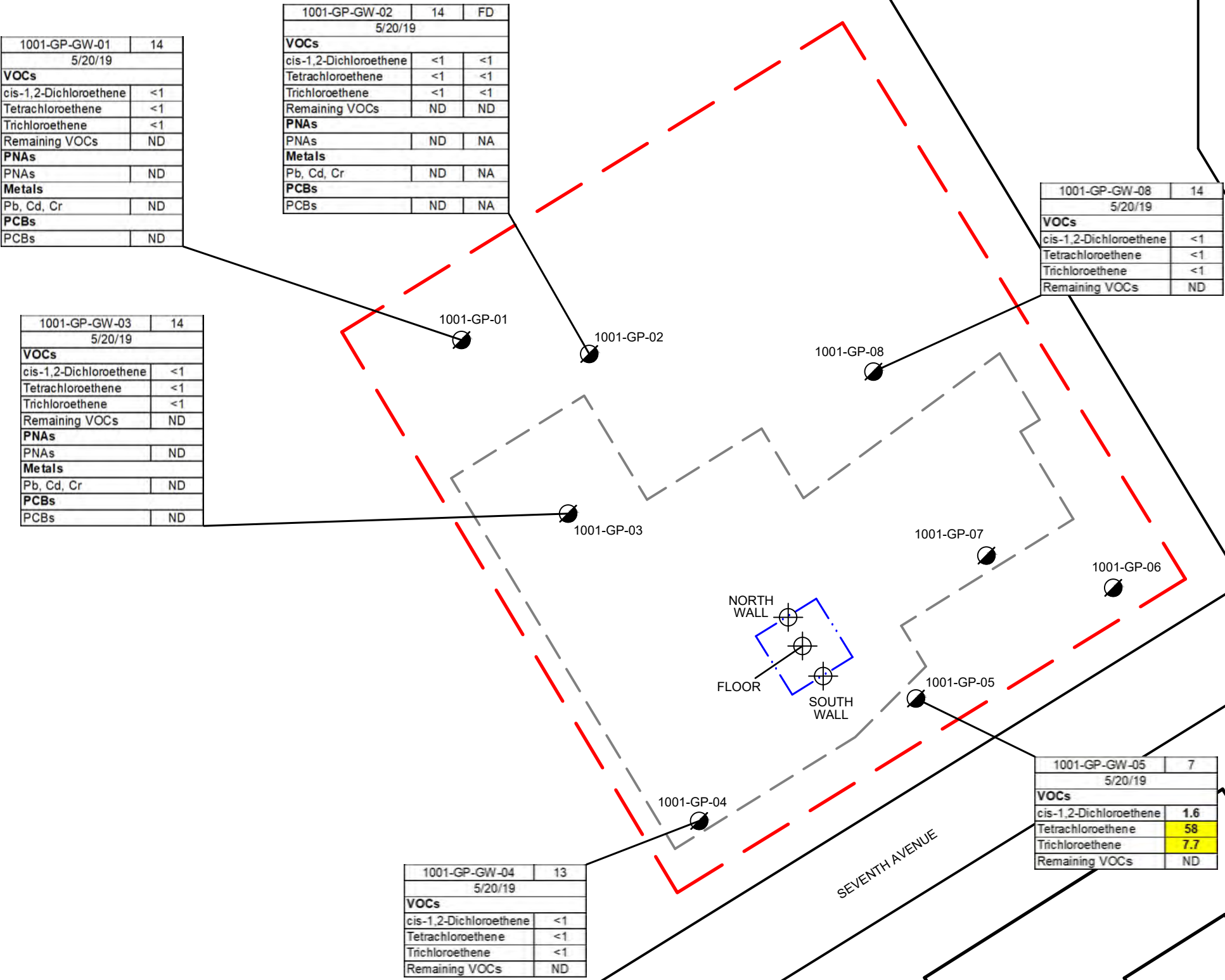
**LEGEND:**

- SAMPLE  EXCAVATION SAMPLE LOCATION (PSI 2020)
- 1001-GP-00  SOIL BORING LOCATIONS (ECT 2019)
-  SUBJECT PROPERTY LINE
-  FORMER BUILDING LOCATION
-  PIT LOCATION

NOTE: All locations are approximate and must be field verified.



Results reported in micrograms per liter (µg/L)  
Numbers in yellow indicates concentration exceeds EGLE Generic Non-Residential Cleanup Criteria  
**Bold** numbers indicates detection above laboratory method detection limits (MDLs)  
ND - Not detected above laboratory MDLs  
NA - Not analyzed



**LEGEND:**  
SAMPLE EXCAVATION SAMPLE LOCATION (PSI 2020)  
1001-GP-00 SOIL BORING LOCATIONS (ECT 2019)  
--- SUBJECT PROPERTY LINE  
--- FORMER BUILDING LOCATION  
--- PIT LOCATION  
NOTE: All locations are approximate and must be field verified.

0 20' 40'  
APPROXIMATE SCALE IN FEET



**intertek**  
**psi** Environmental Services  
37483 Interchange Dr. · Farmington Hills · Michigan · 48335 · Tel 248.957.9911

PROJECT NAME:	1001 MLK 1001 Martin Luther King Avenue, Flint, Michigan 48503	DRAWN BY:	A. Smak	DATE:	9-11-2020	DRAWING NO.:	7
TITLE:	Site Map With Soil Boring and Sample Locations And Groundwater Analytical Results (GNRCC)	PROJECT MGR.:	D. Hagerty	PROJECT NO.:	01661297-2		



## TABLES

Table 1 – Known Contamination at the Property  
Environmental Media Affected - Soil Analytical Results - Residential

GENESEE COUNTY LAND BANK AUTHORITY 1001 MARTIN LUTHER KING AVENUE, FLINT, MI Project No. 01661297-2																					
		EGLE Residential Cleanup Criteria (µg/kg)																			
COMPOUND	Chemical Abstract Service Number (CAS)	Groundwater Protection		Indoor Air	Ambient Air		Direct Contact		1001-GP-SB-01	1001-GP-SB-01 FD	1001-GP-SB-02	1001-GP-SB-03	1001-GP-SB-04	1001-GP-SB-05	1001-GP-SB-06	1001-GP-SB-07	1001-GP-SB-08	South Wall - (2456 ppm/hot)	North Wall - (836 ppm/hot)	Floor - (1095 ppm/hot)	
		Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels													
Sample Interval/Depth (feet)									12	12	4	4	5	4	14	8	9	1.5	2	3	
Date Sampled									5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	7/16/20	7/16/20	7/16/20	
VOCs																					
Tetrachloroethene	127184	100	1,200 (X)	6.2 (M)(1)	170,000	2.70E+09	2.0E+5 (C)	88,000	<50	<50	<50	<50	<50	<50	<50	63	<50	160,000	3,300	22,000	
Remaining VOCs	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND*	ND	ND*	

**Table 2 – Known Contamination at the Property**  
**Environmental Media Affected - Groundwater Analytical Results - Residential**

GENESEE COUNTY LAND BANK AUTHORITY 1001 MARTIN LUTHER KING AVENUE, FLINT, MI Project No. 01661297-2																
		EGLE Residential Cleanup Criteria (µg/L)														
COMPOUND	Chemical Abstract Service Number (CAS)	Residential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Groundwater Volatilization to Indoor Air Inhalation Criteria	Shallow Groundwater (<3 m BGS) <sup>(1)</sup>	Groundwater (>3 m BGS) <sup>(1)</sup>		Water Solubility	Flammability and Explosivity Screening Level	1001-GP-GW-01 (14')	1001-GP-GW-02 (14')	1001-GP-GW-02-FD (14')	1001-GP-GW-03 (14')	1001-GP-GW-04 (13')	1001-GP-GW-05 (7')	1001-GP-GW-08 (14')
					Volatization to Indoor Air Recommended Interim Action Screening Levels	Volatization to Indoor Air Recommended Interim Action Screening Levels	Time Sensitive Interim Action Screening Levels (TSRIASL)									
Date Sampled										5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19
VOCs																
cis-1,2-Dichloroethene	156592	70 (A)	620	See RIASL	3.4	48	140	3.50E+06	5.30E+05	<1	<1	<1	<1	<1	1.6	<1
Tetrachloroethene	127184	5.0 (A)	60 (X)	See RIASL	1.5	96	96	2.00E+05	ID	<1	<1	<1	<1	<1	58	<1
Trichloroethene	79016	5.0 (A)	200 (X)	See RIASL	7.3E-02 (M)	6.1	18	1.10E+06	ID	<1	<1	<1	<1	<1	7.7	<1
Remaining VOCs	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	ND	ND	ND	ND	ND
PNAs																
PNAs	Varies	Varies	Varies	Varies	----	----	----	Varies	Varies	ND	ND	NA	ND	NA	NA	NA
Metals																
Metals	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	NA	ND	NA	NA	NA
Polychlorinated Biphenyls																
Total PCBs (J,T)	1336363	NLL	NLL	3.00E+06	----	----	----	2.40E+05	5.20E+06	ND	ND	NA	ND	NA	NA	NA

Table 3 – Known Contamination at the Property  
Environmental Media Affected - Soil Analytical Results - Non-Residential

GENESEE COUNTY LAND BANK AUTHORITY 1001 MARTIN LUTHER KING AVENUE, FLINT, MI Project No. 01661297-2																					
		EGLE Non-Residential Cleanup Criteria (µg/kg)																			
COMPOUND	Chemical Abstract Service Number (CAS)	Groundwater Protection		Indoor Air	Ambient Air		Direct Contact		1001-GP-SB-01	1001-GP-SB-01 FD	1001-GP-SB-02	1001-GP-SB-03	1001-GP-SB-04	1001-GP-SB-05	1001-GP-SB-06	1001-GP-SB-07	1001-GP-SB-08	South Wall - (2456 ppm/hot)	North Wall - (836 ppm/hot)	Floor - (1095 ppm/hot)	
		Non-Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Levels													
Sample Interval/Depth (feet)									12	12	4	4	5	4	14	8	9	1.5	2	3	
Date Sampled									5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	5/20/19	7/16/20	7/16/20	7/16/20	
VOCs																					
Tetrachloroethene	127184	100	1,200 (X)	19 (M)(1)	210,000	1.20E+09	9.3E+5 (C)	88,000	<50	<50	<50	<50	<50	<50	<50	63	<50	160,000	3,300	22,000	
Remaining VOCs	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND*	ND	ND*	

Table 4 – Known Contamination at the Property  
Environmental Media Affected - Groundwater Analytical Results - Non-Residential

GENESEE COUNTY LAND BANK AUTHORITY 1001 MARTIN LUTHER KING AVENUE, FLINT, MI Project No. 01661297-2																		
		EGLE Non-Residential Cleanup Criteria (µg/L)																
COMPOUND	Chemical Abstract Service Number (CAS)	Non-Residential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Groundwater Volatilization to Indoor Air Inhalation Criteria	Shallow Groundwater (<3 m BGS) <sup>(1)</sup>	Groundwater (>3 m BGS) <sup>(1)</sup>			Water Solubility	Flammability and Explosivity Screening Level	1001-GP-GW-01 (14') 5/20/19	1001-GP-GW-02 (14') 5/20/19	1001-GP-GW-02-FD (14') 5/20/19	1001-GP-GW-03 (14') 5/20/19	1001-GP-GW-04 (13') 5/20/19	1001-GP-GW-05 (7') 5/20/19	1001-GP-GW-08 (14') 5/20/19	
					Volatization to Indoor Air Recommended Interim Action Screening Levels	Volatization to Indoor Air Recommended Interim Action Screening Levels (RIASL)	Recommended Interim Action Screening Levels (RIASL) <sub>12</sub>	Time Sensitive Interim Action Screening Levels (TSRIASL) <sub>12</sub>										
Date Sampled																		
VOCs																		
cis-1,2-Dichloroethene	156592	70 (A)	620	See RIASL	5.8	240	490	4,600	3.50E+06	5.30E+05	<1	<1	<1	<1	<1	1.6	<1	
Tetrachloroethene	127184	5.0 (A)	60 (X)	See RIASL	4.4	320	640	1,900	2.00E+05	ID	<1	<1	<1	<1	<1	58	<1	
Trichloroethene	79016	5.0 (A)	200 (X)	See RIASL	0.21 (M)	21	41	380	1.10E+06	ID	<1	<1	<1	<1	<1	7.7	<1	
Remaining VOCs	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	ND	ND	ND	ND	ND	
PNAs																		
PNAs	Varies	Varies	Varies	Varies	----	----	----	----	Varies	Varies	ND	ND	NA	ND	NA	NA	NA	
Metals																		
Metals	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	ND	ND	NA	ND	NA	NA	NA	
Polychlorinated Biphenyls																		
Total PCBs (J,T)	1336363	NLL	NLL	3.00E+06	----	----	----	----	2.40E+05	5.20E+06	ND	ND	NA	ND	NA	NA	NA	



## **FORMS AND NOTIFICATIONS**





## **DUE CARE NOTIFICATION TO CONTRACTORS**

Genesee County Land Bank Authority  
452 South Saginaw Street, Second Floor  
Flint, Michigan 48506

This notification is to inform you that the Genesee County Land Bank Authority (GCLBA) is subject to due care obligations for construction and subsurface related activities conducted at 1001 Martin Luther King Drive, Flint, Michigan (subject property). The requirements are a result of existing environmental site conditions.

The subject property is classified as a “facility” (in accordance with Part 201 of P.A. 451, 1994, as amended) because contamination has been detected in the soil at concentrations exceeding the Michigan Department of Environment, Great Lakes and Energy (EGLE) Generic Residential Cleanup Criteria (GRCC). The GCLBA and its contractors have legally enforceable responsibilities for ensuring that:

- Its actions do not exacerbate existing contamination
- The intended use of the property will not result in unacceptable exposures to hazardous substances
- It takes reasonable precautions with regard to acts or omissions of third parties.

To comply with these due care obligations, the GCLBA requires that all Contractors, and their Subcontractors become familiar with and adhere to the requirements outlined in Due Care documents specifically associated with the subject property where construction or utility related activities are scheduled, as well as strictly comply with all other applicable federal, state, local rules, regulations, standards, ordinances and permits. Due care plans and related documents are available for review and copying by the GCLBA. Each Contractor is responsible for ensuring that its Subcontractors are provided the appropriate due care information specific to their activities and location and enforcing the provisions of these due care specifications.

### **Summary of Contamination**

Concentrations above EGLE GRCC were detected in the following subsurface areas of the subject property:

- The VOC tetrachloroethylene was detected in soil samples collected from the 1001-GP-SB-07 (7), North Wall (836 ppm/hot) (2), South Wall (2456 ppm/hot)(1.5) and Floor (1095 ppm/hot) (3).
- The VOCs tetrachloroethylene and trichloroethylene were detected in the groundwater sample collected from 1001-GP-GW-05 (7).

These samples were located in the vicinity of a former buried drum located on the south central portion of the subject property.



Analytical data obtained is limited to the corresponding sampling location, depth, sampled material, selected range of analyses and laboratory reporting limits. The contaminants identified onsite are typically at concentrations that would not be expected to pose an unacceptable human health exposure for construction workers following the appropriate due care precaution.

However, the GCLBA recognizes that other areas of contamination may exist and that certain precautions should be taken when conducting subsurface activities at the site.

### **Prepare a Health and Safety Plan**

Each Contractor shall prepare a Health and Safety Plan (HASP) suitable for its intended activities and consistent with GCLBA due care obligations. The plan should describe methods and procedures for minimizing oral, dermal, and inhalation exposure to contaminated soil.

Each contractor shall wear personal protective equipment, as necessary, and prohibit eating, drinking, and smoking in contaminated areas.

Upon request, a copy of the HASP must be submitted to the GCLBA for review prior to its intended activity.

Additionally, the GCLBA requires that each Contractor (and its Subcontractors) ensure that their employees have Health and Safety training suitable for its intended activity. Documentation of such training and written programs must be made available upon request.

### **Manage Construction-Related Hazardous Substances**

The Contractor is required to store all construction-related hazardous substances (i.e., fuels, oils, herbicides, etc.) at an offsite location or in an area with secondary containment. The secondary containment must be adequate to protect the subsurface soil and groundwater from spillage and runoff as well as be adequately designed/constructed to prevent pollutants from entering the storm drain and or surface water.

If a release of hazardous substances occurs, the following response actions shall be conducted:

- Immediately stop or prevent the release at its source.
- Immediately report the release to their assigned GCLBA contact.
- Determine the extent of the release and clean up the spill to the extent possible.

### **Follow Soil Handling and Management Plan During Construction**

If it is necessary to handle contaminated soils during the proposed activity, the following plan was developed as a general procedure for handling contaminated soil. The purpose of the proposed plan is to prevent exacerbation in accordance with Section 20107(a)(1)(a) of Act 451.

- If possible and if authorized by the GCLBA, Contractors will be asked to re-use the contaminated soil at the same location where it was originally excavated.



- If soil cannot be re-used at the same location, then stockpile contaminated soil in an area designated by the GCLBA. Each stockpile should consist of soil derived from the same excavation area. Stockpiled soil must be placed upon plastic as well as covered with plastic.
- Allow for possible collection and analysis of soil samples.
- Depending on the analytical results and/or the GCLBA preference, the stockpiled soil can be either re-used at different areas of the same property or disposed at a licensed facility.
  - **Reuse of Soil Onsite:** In certain situations, the soil can be relocated onsite with prior permission from the GCLBA.
  - **Offsite Disposal:** If soil must be stockpiled for offsite disposal, sampling and analysis of soil for waste characterization and landfill authorization will be conducted/coordinated by the GCLBA.

In general, the soil at this facility is not suitable for disposal in a Type III (construction debris) landfill and must be disposed in a Type II (non-hazardous waste) landfill, or in the unusual situation it may be necessary, a Type I (hazardous waste) landfill.

If necessary, the GCLBA will collect a representative composite sample of soil from each stockpile and analyze the samples as required by the landfill.

Each Contractor is required to implement/maintain dust control measures as well as soil erosion and sedimentation controls (SESC), as necessary. In some cases, a SESC permit may be required. Whether a SESC permit is required, SESC protective measures must be implemented and maintained for the duration of the project.

#### **Manage Groundwater and Stormwater**

To prevent exacerbation of contaminated groundwater, if encountered, the Contractor is required to control stormwater and minimize the pumping of groundwater during construction. If it necessary to conduct de-watering activities during construction, the contractor is required to:

- Contact the GCLBA to allow for collection and analysis of a sample of groundwater to evaluate groundwater quality.
- Pump the groundwater/stormwater into a temporary storage tank (i.e., frac tank), if it is necessary to minimize construction delays during analysis of the groundwater quality.
- Wait for final disposal instructions that will be determined by the GCLBA.

Contractor is required to ensure that any and all activity follows the best management practices to ensure that pollutants, contaminants or other prohibited materials do not enter the storm drain system.



### **Notifications of Contamination Not Previous Known**

If contamination is encountered by the Contractor or Subcontractors during the proposed activity that does not appear to be consistent with known types of existing contamination, it is necessary to stop work and notify the GCLBA immediately. This contamination will be characterized in-place or will be staged by the Contractor in a designated area until characterization is complete.

### **Notification of Contamination if Buried Drums or Tanks are Encountered**

If drums or underground storage tanks that contain hazardous substance are encountered, the Contractor must stop work and immediately notify the GCLBA. It will be necessary to empty the drums or tanks of their contents; therefore, the contents will be sampled and analyzed to evaluate appropriate management and disposal requirements.

### **Other Occupational Safety and Environmental Health Requirements**

The Contractor must ensure that all work is performed in accordance with all federal, state, and local rules, and regulations/ordinances. The Contractor is responsible for communicating, monitoring and enforcing all health and safety rules, regulations and contract terms with its employees and all Subcontractors.

The Contractor must have all applicable written health and safety programs as well as provide their own employees with all appropriate health and safety training/certification and the equipment required to safely perform the job tasks to successfully complete this project in accordance with state and federal regulations. This includes but is not limited to hazard communication, activities that involve working with or near electrical equipment or other potentially energized equipment, lockout-tagout, electrical safety, PPE and respiratory protection, permit confined space, trenching, powered industrial equipment, hazardous chemicals, regulated or hazardous waste, and any other that may apply. These programs shall be readily available upon request.

I have reviewed, received copies appropriate for scheduled work activities and agree to comply with all due care documents while working at the subject property.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_