



Genesee County Land Bank Authority Blight Elimination Program

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

BID NUMBER: #LB: 21-004

DUE DATE: Tuesday, June 1, 2021 at 3:00 pm EST



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INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS- ENVIRONMENTAL ABATEMENT & DISPOSAL OF ASBESTOS AND HAZARDOUS MATERIALS & DEMOLITION AND DISPOSAL OF COMMERCIAL 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 and commercial structures is being undertaken as an approved eligible activity under the Genesee County Land Bank Authority (GCLBA) Demolition Program. GCLBA invites the submission of proposals from contractors experienced and licensed to conduct the abatement, demolition and disposal of residential and commercial structures located in Genesee County. Funding sources for services to be provided include but are not limited to:

- Genesee County Treasurer Demolition Funding

Qualified demolition contractors may submit bids for the Scope of Work defined in this IFB. This proposal will be scored on the evaluation criteria set forth in this IFB.

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 under the tab *Current Bids*. Prior to bidding, please check for updates to this proposal.

Companies with demonstrated experience in the scope of work defined in this 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 proposals 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 proposal 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/documents/huddoc?id=11secfaq.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 Due Care 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.

Contractors may be required to coordinate with a Qualified Environmental Professional (QEP) retained by Genesee County Land Bank Authority (GCLBA) to conduct oversight of abatement and excavation activities as necessary, and as defined in the Due Care Obligations document. In the event that Contractor is to coordinate schedules with QEP, GCLBA and QEP must be provided 48 hours notice prior to any activity taking place.

Pollution Liability insurance for projects involving or potentially 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 proposal response with the proposal number, proposal name, proposal due date and time and

your firm's name. Late proposals will not be accepted. The proposal request number and due date for this Bid is:

PROPOSAL REQUEST NUMBER: #LB: #21-004

DUE DATE: June 1, 2021 @ 3:00 pm EST

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

Due to the unprecedented circumstances brought about by COVID-19 and various public directives/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 proposal may be withdrawn for a period of thirty (30) days after submission. Proposals offering less than thirty (30) days for acceptance by the Genesee County Land Bank from the date set for opening will be considered non-responsive and will be rejected.

The GCLBA reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the GCLBA's interest. It is the GCLBA's intent to award the contract to the Bidder(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in IFB. The GCLBA may choose to enter into multiple contracts for the same scope of services to ensure that there is enough capacity to complete the work in a timely manner, as required by the funding sources identified.

Time of Completion

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

Term of Contract

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

Contractor will be responsible for any winter-grade inspection fees to local municipality if weather prevents Contractor(s) from completing final-grade and/or the local municipality is not issuing final-grade inspections. An amount of \$5,000.00 USD per property will be withheld from the contract for the final grade. Timelines and adjustments will be discussed as necessary.

If there are any incomplete payment request packets or if final demolition inspection is failed by the GCLBA Demolition Inspector, all packets will be rejected and returned to the Contractor for correction.

Once 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.

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

1. Certification Form Note
2. Bid Bond
3. Michigan Builders or M&A –Home Wrecking License
4. Michigan Accredited Asbestos Building Inspector Certification for Company
5. Michigan Accredited Asbestos Certification for Asbestos Supervisor
6. Michigan Accredited Asbestos Certification for workers
7. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
8. OSHA 8-hour refresher HAZWHOPER Re-certification
9. Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
10. Part 169, Scrap Tires, of the NREPA
11. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
12. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) 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. Due Care Obligations document and Contractor Disclosure Statement (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).

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.

Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium.

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 the GCLBA representative identified under “Submittal Due Date.” Bidders will be invited to review information via Box.com.

It is the Contractor’s responsibility to ensure 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 and at times, third party individuals associated with the funding or project, 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.

Any contract resulting from this IFB will not necessarily be awarded to the Bidder with the lowest price. Instead, contract(s) shall be awarded to Bidder(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in IFB.

EVALUATION CRITERIA AND SCORING

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

A. Threshold Requirements PASS/FAIL

Letter of interest provided as outlined under Submittal Requirements (including description of company, concurrent projects, and acknowledgment of Section 3 responsibilities. This IS NOT a Section 3 Covered contract)	Pass/Fail
Evidence of Insurance is provided as defined in Attachment A	Pass/Fail
Qualifications and References Provided (Attachment B)	Pass/Fail
Certification Form Note is provided (Attachment C)	Pass/Fail
Pricing proposal (Attachment D)	Pass/Fail
Section 3 Business Section (Attachment E)	Pass/Fail
Conflict of Interest Statement & Supporting Documentation (Attachment F)	Pass/Fail
MBE/WBE/DVBE/Small Business Section (Attachment G)	Pass/Fail
Debarment Certification (Attachment H)	Pass/Fail
Respondent has experience working on environmental cleanup or UST removal projects for the EPA, MDEQ/EGLE, government or private entity in the past 5 years.	Pass/Fail
Bid Bond provided	Pass/Fail
Respondent requested access to review documents on box.com to include relevant scopes of work, environmental reports, maps, etc.	Pass/Fail
Identification of Project Manager and Key Staff, with appropriate licensing supplied: Asbestos Supervisor Y/N Lead Awareness Y/N HAZWOPER Y/N Designated Competent Individual: [REDACTED]	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
The firm has adequate staffing to complete the project <i>within the time frame</i>	Pass/Fail

<u>identified in this Invitation for Bids.</u> (If not, they are subcontracting with a company/individual that has the required qualifications)	
The firm has adequate equipment to complete project <u>within the time frame identified in this Invitation for Bids.</u> (If not, they are subcontracting with company/individual that has the required qualifications)	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail
Bidder acknowledges receipt and review of Due Care Obligations document and provides signed copy of Contractor Disclosure Statement (Appended to Due Care Obligations Document)	Pass/Fail
Acknowledgment of Addendums as applicable	Pass/Fail

B. Evaluation Factors

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines/Demonstrated Understanding The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	30*
HUD Section 3 Bidder provides letter from the City of Flint certifying them as a Section 3 Business Concern or provides and a written plan for achieving Section 3 goals identifying certified Section 3 business	10
Recycling plan Respondents that submit a plan to recycle materials from the demolition may receive up to 5 additional points.	5
Local Contractor Points awarded to contractors that are located in Genesee County	5
Price The ability to demonstrate reasonable costs in performing scope of work identified in the IFB.	50

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

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

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

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

GCLBA reserves the right to seek additional information to clarify responses to this 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 proposal:

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 proposal response. This information will assist GCLBA in determining the Bidder’s financial condition. GCLBA is seeking this information to ensure that the proposer’s have the financial stability and wherewithal to assure good faith performance.
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 polices 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 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 a Section 3 covered contract.
 8. The Signature Page attached hereto at the end of this IFB and incorporated herein by reference must be signed by Bidder and attached to the Letter of Interest

IMPORTANT DATES

Questions Due	No later than Thursday, May 27, 2021 @ 3:00 pm EST
Notification of Intent to Submit Electronically Due	No later than Monday, May 31, 2021 @ 3:00 pm EST
Bids Due	Tuesday, June 1, 2021 @ 3:00 pm EST
Notice of Award	On or around Friday, June 11, 2021
Contract Signed	On or around Friday, June 18, 2021
Start Work	On or around Monday, June 21, 2021
Final-grade seed and straw work completed and Paperwork and Payment Request Submitted	On or before Friday, July 30, 2021

NOTE: DATES ARE ESTIMATES AND MAY BE MODIFIED BY GCLBA AS APPROPRIATE.

QUESTIONS

Questions regarding this IFB should be submitted in writing via email by no later than the date indicated to 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 various public orders and Executive Orders issued by the Governor, Genesee County Land Bank Authority (GCLBA) will accept electronic submittals of IFB responses for this bid. In order for IFB responses to be considered, electronic submittals must be complete. Bidders will still be expected to submit one (1) original, one (1) additional copy of the IFB response via a parcel service of their choosing. In order to be eligible for contracting, the hard copies must be received within one week of the due date. Electronic bids that are received and read at the bid opening for which hard copies are not received within one week of the due date will not be considered for award.

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

Responses to this IFB are due either electronically as described above or by parcel service no later than 3:00 pm on **Tuesday, June 1, 2021**. The office may not be consistently staffed at this time so it is important to plan appropriately so that your bid will be received at the office prior to the due date and time if you opt to not utilize the electronic submittal process. Each Bidder is responsible for labelling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies and must be delivered via a post service to:

Faith Finholm, Grants Manager (#21-004)
Genesee County Land Bank Authority

452 S. Saginaw St. 2nd Floor
Flint, MI 48502

A public bid opening will be held via Zoom immediately following 3:00 pm on Tuesday, June 1, 2021. Any bids not received by this time, regardless of the reason, will be rejected. Those wishing to attend the virtual bid opening may send their request to Faith Finholm via email at ffinholm@thelandbank.org prior to the due date. An invitation and password to access the bid meeting via Zoom will be sent back.

IFB SUBMITTAL REQUIREMENTS CHECKLIST

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

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 1)
			<input type="checkbox"/> Letter of Interest- Include a description of on-going projects and whether they will conflict with the completion of this project.
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Description of Company
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> Current Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Bidder is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
			<input type="checkbox"/> Evidence of Insurance – GCLBA must be listed as an insured (Contractor and Subcontractor)
			<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/EGLE Scrap Tire Hauler Registration
			<input type="checkbox"/> Acknowledgment of receipt and review of Due Care Obligations document and signed Contractor Disclosure Statement
			<input type="checkbox"/> Evidence of Financial Stability - Two most recent years tax returns and corresponding annual financial statements

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

ADDITIONAL INFORMATION

ATTACHMENTS

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

APPENDICES

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

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

- | | Limits (Figures denote minimums) |
|--|--|
| 1. Workers' Compensation | \$500,000 or Statutory limits of Michigan – whichever is greater |
| 2. Employers Liability | \$100,000 accident/disease
\$500,000 policy limit, disease |
| 3. General Liability 1,000,000/OCC/AGG | Including Premises/operations
\$1,000,000 per occurrence with \$2,000,000 aggregate |
| 4. Professional liability | \$1,000,000 including errors & omissions
\$200,000 per occurrence |
| 5. Products/Completed operations | \$1,000,000 per occurrence with \$2,000,000 aggregate |
| 6. Contractual liability | \$1,000,000 general aggregate (gen. agg.) |
| 7. Explosion, Collapse, Subsidence | Excess Policy with limits at least \$2,000,000 |
| 8. Automobile liability | \$1,000,000 combined single limit each |
| Owned, hired, nonowned | accident-Owned, hired, nonowned |
| 9. Pollution Liability | \$1,000,000 per loss/\$1,000,000 aggregate |
| 10. Authorities and Contractors Protective | |
| 11. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. | |
| 12. Cancellation notice is to read:
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium. | |
| 13. The certificate must state bid number and title | |

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

Bidder's Statement

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

Bidder

Signature



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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

RFP/BID #: _____

ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

(Name of Bidder)

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

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

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Email: _____ Phone: _____

Federal Identification Number: _____ License Number: _____

NAME OF AUTHORIZED REPRESENTATIVES FOR SUBCONTRACTORS:

(Typed Name of Subcontractor's Authorized Representative)

(Title)

(Typed Name of Subcontractor's Authorized Representative)

(Title)

(Typed Name of Subcontractor's Authorized Representative)

(Title)

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

ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

Company Name: _____

BID TENDER SUMMARY

BID LIST#	LB 21-004
BID AMOUNT	\$

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

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

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

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

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

Timeline of projects scheduled concurrent with GCLB projects:

Timeline of SUBCONTRACTOR projects scheduled concurrent with GCLB projects

Demonstration of Capacity

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

Will you prioritize the completion of this knockdown due to the condition of the structure and threat to the neighboring occupied structure? _____

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): _____

Demonstrate experience conducting UST removal projects for the EPA, MDEQ, government or private entity in the past 5 years.

Subcontractor(s): Please use additional sheets as necessary to document all subcontractors.
All subcontractors should be listed. Subcontractors must be accepted by GCLBA prior to working on GCLBA projects. The GCLBA must be listed as additional insured on Contractor and subcontractor insurance policies. Subcontractors must meet insurance requirements defined in Attachment A: Bidder's Insurance Checklist.

Will you be using a sub-contractor? _____ Subcontractor DBA: _____

Sub-Contractor Service: _____

Sub-contractor Authorized Representative: _____

Sub-Contractor Years of Experience: _____

Sub-Contractors License or Certification: _____

Sub-Contractor's Number of employees: _____

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

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

Has the Contractor or subcontractor been the recipient any EPA, MDEQ/EGLE, or 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.

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

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

Identify structures in this bid in which ACM will remain during demolition. 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):**

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 21-004

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

FOR: Invitation to Bid #LB 21-004 Environmental Abatement & Disposal of Asbestos and
Hazardous Materials & Demolition and Disposal of Commercial Structures in Genesee
County, Michigan:

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

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

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential and Commercial Structures having examined Bid #LB: 21-004 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 21-004, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

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

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

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

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, etc.), 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. Quantities listed in surveys are only estimates. Contractors are to satisfy themselves as to actual quantities prior to submitting a bid.

Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium.

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.

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

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

BID LIST # - LB21-004 - PROPERTY LIST							Abatement Scope of Work		Demolition Scope of Work			Project Total
No	PARCEL-NO	Address	Dir	Street	Zip	Fund	Hazardous Materials Bid	Asbestos Bid	Demo	Backfill	Final- grade, seed & mulch	
1	07-15-501-038	1014		GRAHAM RD**	48532	OC COMM						
2	14-24-551-317	5252		DETROIT ST*/***	48505	OC COMM						
3	14-27-576-076	3096		PIERSON RD	48504	OC COMM						
4	40-14-365-001	1013		HUBBARD AVE*	48503	OC COMM						
21-004 TOTAL												

*Abate what can be abated and demolish as asbestos containing

**Environmental Construction Management Plan/Due Care Obligations to be followed

***One parcel, 3 buildings: house, two-story commercial structure, pole barn

21-004 Alternates		CONTRACTOR		
Item	Description	Units	Est Qty	
A	Characterization of impacted materials: soil or liquids. Unknown waste material characterization (TCLP).	Per Waste Stream	UNKN	
B	Disposal of impacted, non-hazardous soils/liquids. Mobilization, site security, excavation, transportation and disposal of impacted soils/liquids considered non-hazardous.	YD/55 Gallon Drum	0	
C	Disposal of impacted, hazardous soils/liquids. Mobilization, site security, excavation, transportation and disposal of impacted soils/liquids considered hazardous.	TON/55 Gallon Drum	0	
D	Hoist Removal and Disposal. Lump Sum Cost for characterization of contents, removal of 1 hydraulic hoist, containing non-haz water or oil (<50 ppm PCBs). Cost includes mobilization, equipment, removal of associated piping, excavation, disposal/recycling, disposal of contents, and compacted backfill.	EA	UNKN	
E	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 5,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	EA	UNKN	
F	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 10,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	EA	UNKN	

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	Municipality	Fund	Category	Location	Material	Quantity	
1	07-15-501-038	1014		GRAHAM RD**	FLINT	48532	FLINT TWP	Treasurer	ACM	West Exterior Wall	Gray Window Panel Caulk	50 LF	
1	07-15-501-038	1014		GRAHAM RD**	FLINT	48532	FLINT TWP	Treasurer	HAZ	Behind building	55 Gallon Drum- EMPTY	1	
1	07-15-501-038	1014		GRAHAM RD**	FLINT	48532	FLINT TWP	Treasurer	HAZ	Roof	Ventilation/Air Conditioning Units	1	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Exterior	Red 9x9 Floor Tile	700 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Exterior	Gray 9x9 Floor Tile	80 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Exterior	Tan 9x9 Floor Tile	80 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Exterior	Green 9x9 Floor Tile	80 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Exterior	Black 9x9 Floor Tile	240 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Room 1	Gray Streaky 9x9 Floor Tile	400 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Room 1	Black Mastic	60 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Room 1	Gray Mastic	300 SF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	ACM	Attic (House)	Vermiculite	55 CF	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	HAZ	Room 4, Exterior	Ballast	4	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	HAZ	Room 5	Mercury Thermostat	1	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	HAZ	Barn	5-Gal. Unknown Substance	1	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	TIRE	Exterior	Tire	1	
2	14-24-551-317	5252		DETROIT ST*/***	FLINT	48505	MT MORRIS TWP	Treasurer	LIMITED	*Due to unsafe stairs on the Main Building (commercial), the second floor was not surveyed, additional ACM and/ or RMS may be present within that area.			
3	14-27-576-076	3096		PIERSON RD	FLINT	48504	MT MORRIS TWP	Treasurer	ACM	House Ducting	Vent Wrap	120 SF	
3	14-27-576-076	3096		PIERSON RD	FLINT	48504	MT MORRIS TWP	Treasurer	ACM	Basement	Basement Window Glaze	40 SF (4 Windows)	
3	14-27-576-076	3096		PIERSON RD	FLINT	48504	MT MORRIS TWP	Treasurer	HAZ	Room 5	Incandescent Bulb	2	
3	14-27-576-076	3096		PIERSON RD	FLINT	48504	MT MORRIS TWP	Treasurer	HAZ	Hall	CFL	1	
3	14-27-576-076	3096		PIERSON RD	FLINT	48504	MT MORRIS TWP	Treasurer	TIRE	Basement	Automobile Tire	2	
4	40-14-365-001	1013		HUBBARD AVE*	FLINT	48503	FLINT	Treasurer	ACM	Main Beam	Vent Wrap	10 SF	
4	40-14-365-001	1013		HUBBARD AVE*	FLINT	48503	FLINT	Treasurer	TIRE	Room 1, 2	Automobile Tire	2	
4	40-14-365-001	1013		HUBBARD AVE*	FLINT	48503	FLINT	Treasurer	LIMITED	The building was mostly burned down, however, all rooms were surveyed.			

Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Monday, June 21, 2021, to be fully completed through final grade and have paperwork submitted by no later than Friday, July 30, 2021.

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

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 depending on various factors including changes in priorities, readiness of projects prior to grant deadlines, and available funding. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the Land Bank, or environmental hazards are found, at any time prior to actual demolition, the GCLBA reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structure(s) from the award and reduce the price by the Contractor's bid for that structure(s).

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

Bidder acknowledges receipt of following addenda:

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

CERTIFICATION OF SITE VISIT

Before submitting a proposal, each Bidder shall inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. Contractor will be held responsible for having compared the premises with the surveys, maps, drawings and specifications, and to have satisfied himself/herself as to all conditions affecting the execution of the work. Bidder acknowledges that, if successful, any material missed by the bidder in preparation of bid will be the responsibility of the successful bidder to remove in compliance with all relevant rules and regulations at no additional cost.

No allowance or extra compensation concerning any matter or thing about which the Bidder might have fully informed himself/herself will be allowed. Additional quantities will not be compensated without the GCLBA's prior approval.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if
applicable) _____

Street _____

City _____

State _____

Zip
Code _____

Phone _____

Fax _____

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 or fax to 810-766-7351. Direct any questions to 810-766-7426 ext. 3023

709 N Saginaw St
Flint, MI 48503
(810)232-2555
www.mcc.edu



April, 2018

Section 3 Resident Application Process

Mott Community College Workforce & Economic Development (MCCWED) offers several programs to assist adults who are seeking employment and/or career training programs. The mission of Mott Community College is to provide high quality, accessible, and affordable educational opportunities and services – including programs focused on university transfer, technical and lifelong learning, as well as “Workforce and Economic Development” – that promote student success, individual development, and improve the overall quality of life in a multicultural community.

Persons interested in job placement assistance and/or training are required to complete enrollment. Enrollment is as follows:

By Appointment Only
Monday/Wednesday
8:45 AM or 1:45 PM

Call (810)232-2555 to schedule your appointment today!

The following documents are required at the time of your enrollment:

- State of Michigan Identification Card or Driver’s License (must be valid)
- Social Security Card
- High School Diploma / GED (if applicable)
- Proof of Income

Supportive Services may be available on a limited basis (to those who qualify) for the purpose of enabling successful participation and completion of program services.

Persons seeking Section 3 certification are not required to enroll with MCCWED, however it is highly recommended. For those seeking Section 3 certification, you must visit the Career Resource Center at 709 N Saginaw Street, Flint, 48503 and bring the following documents:

- State of Michigan Identification Card or Driver’s License (must be valid)
- Proof of Income (e.g. copy of receipt of public assistance, tax return, pay stub, bridge card, copy of lease from public housing, unemployment letter)
- Resume

Once Section 3 application has been reviewed and approved, persons will receive a card that will verify Section 3 status. Referrals for employment can then be made based on employer need and resident qualifications.

For additional information and/or assistance, please contact Kathleen LaVallier at (810)232-4674 or via email kathleen.lavallier@mcc.edu.

We look forward to working with you!



Application for Resident Seeking Section 3 Certification

_____ 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 Economic Development as evidence of Section 3 status:

- Proof of Income
- Michigan State Driver's License or Identification Card
- Resume

Full address of Person seeking Certification

Signature of Person seeking Certification

Proof of Income Accepted Documents

- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Copy of lease from Public Housing
- 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 Internal Use Only

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

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

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

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

Income Limit areas are based on FY 2020 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2020 [Fair Market Rent documentation system](#).

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

[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

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

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

Authorized Signature:		Date:	
Printed Name:		Title:	

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: *	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

1. Construction Contracts:

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

2. Non-Construction Contracts:

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

Part III: Summary

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

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

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

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

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

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

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

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

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

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

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

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

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

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

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

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

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

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

Part II: Contract Opportunities

Block 1: Construction Contracts

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

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

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

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

Block 2: Non-Construction Contracts

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

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

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

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

Part III: Summary of Efforts - Self-explanatory

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

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

State of _____:

S.S.

County of _____:

I, _____ of

(Name of Company/Firm)

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

I state:

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

I state that _____ understands and

(Name of my Company/Firm)



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

SIGNATURE SECTION

<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

1. SCOPE OF WORK
2. MDEQ/EGLE – NESHAP PROGRAM- 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. EVALUATION CRITERIA & SCORING
9. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE
10. PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS
11. DUE CARE OBLIGATIONS DOCUMENT AND CONTRACTOR DISCLOSURE STATEMENT

APPENDIX 1— SCOPE OF WORK

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) 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

1. Contractors will be authorized by the GCLBA to proceed on the removal and disposal of environmentally hazardous materials from specific residential/commercial structures.
2. Each residential/commercial building has been surveyed and inspected for the presence of hazardous materials/waste including but not limited to one or more of:
 - 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

- 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

(Revised 2-7-2018)

- 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 2-7-2018)

- 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.

(Revised 2-7-2018)

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.

Topic

Small quantity hazardous waste management, including hazardous waste stored in tanks

Liquid industrial waste disposal (hazardous and non-hazardous)

Disposal of hazardous waste into municipal sanitary sewers

Discharges to surface water such as through a drain pipe or wastewater discharge

Discharges to groundwater, including septic systems

Pollution Incident Prevention Plans (PIPP)

Hazard Communication (for chemicals in the work place)

Burning of waste oil and other discharges to the air

Registration of underground fuel storage tanks

Installation, Inventory, testing & other requirements for above ground and underground storage tanks (for flammable and combustible)

Local fire prevention regulations and codes (including chemical storage requirements)

Building and outdoor storage

Agency and Telephone Number

Waste and Hazardous Materials Div., MDNRE
(517) 335-2690 in Lansing, or District Office Certified
County Health Department

Waste and Hazardous Materials Div., MDNRE
(517) 335-2690 in Lansing, or District Office
Contact the superintendent of your wastewater
treatment plant for permission

Water Division, MDNRE
(517) 335-2690 in Lansing, or District Office

Waste and Hazardous Materials Div., MDNRE (517) 335-
2690 in Lansing, or District Office

Waste and Hazardous Materials Div., MDNRE (517) 335-
2690 in Lansing, or District Office

Michigan Department of Consumer and Industry Services
(517) 373-1820

Air Quality Div., MDNRE (517) 373-7023 in Lansing, or
District Office

Waste and Hazardous Materials Div., MDNRE
(517) 335-2690 in Lansing, or District Office

Waste and Hazardous Materials Div., MDNRE
(517) 335-2690 in Lansing, or District Office

Local fire chief or fire marshal

Local government building or zoning official requirements
(including setbacks)

(Revised 2-7-2018)

ABATEMENT OF REGULATED MISCELLANEOUS MATERIALS

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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 5/17/21>

- 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), 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 following: cfreeman@thelandbank.org and jmarcy@thelandnbank.org. 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. Contractor shall be aware that the buildings may contain lead based paint and as such the potential for exposure exists. Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium. Contractor shall handle lead based paint in accordance with all federal, state, and local regulations.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.
- I. 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) 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.
 - (c) 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.**
- (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. 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.
 - (b) Contractors shall make all efforts to protect sidewalks and approaches by using materials such as dirt, plywood, etc.
 - (c) **It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document pre-existing condition.** Replacement of damaged sidewalk or drive approach is not required; provided contractor's access is limited to the driveway unless otherwise approved by site manager and no further damage occurs. **If contractor further damages sidewalk or approach making sidewalks and approach unsafe and/or creating trip hazards, Contractor must replace sidewalks and/or approach.** 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 with a new curb in line with City specifications, and regrade, seed, and straw the Right of Way.
 - (d) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk. 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.

J. Submittals

- i. Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.
 - ii. All documentation must be submitted for each property/project individually.
 - iii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
- (1) Request for Payment Packet must include:

- (a) Request for Final Payment
- (b) 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) Before and After Photographs of the site **(labeled and date stamped)**
 - (i) Demolition (front, back left side, right side)
 - (ii) Abatement – Documenting the removal of environmentally hazardous materials including asbestos; uploaded to BOX.COM
- (i) Before and after photos of sidewalks **(Demolition - labeled and date stamped)**
- (j) City or Township Winter-grade or Final inspection receipt as stated in contract and/or IFB
- (k) 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.
- (l) Demolition Permit (Must be on site at start of demolition and dated prior to start of demolition)
- (m) **Soil Erosion Permit OR Soil Erosion Permit Waiver issued by Genesee County Drain Commission prior to start of demolition work.**
- (n) **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.**
- (o) 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.
- (p) Seeding and Watering Report
- (q) Seed tags identifying correct seed used per specification Section 200, Part 2 - Products
- (r) Certified Payroll using Genesee County Prevailing Wage
- (s) 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)

1.2 WORK SCHEDULE

- A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition.
- B. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.

- C. Contractor shall notify the GCLBA's representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.
- D. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.
- E. Completion dates are provided in the contract documents.

1.3 CONTRACTOR USES OF PREMISES (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 GBLBA, 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. Used of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
 - (1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
 - (2) Drive approaches located between the sidewalk and curb must be left as is.
 - (3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.
- B. 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.

- C. 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.
- D. Boarding of Windows and/or Doors: Decorative boarding will be retrieved by community groups prior to demolition when possible.
- C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
- D. Any asphalt, fallen trees, trash, debris and/or brush must be removed from site.

1.4 ADJUSTMENTS TO BID

- A. In the event a structure or structures itemized 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).
- 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 CITY OF FLINT 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.

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 Genesee County Land Bank.

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

1.6 LIQUIDATED DAMAGES

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

1.7 WARRANTY.

- A. In addition to any other warranties set forth elsewhere in this Contract, Contractor warrants that Work performed and materials furnished under this Contract conform to the Contract requirements and as required in the ("Contract"), and are free of any defect of equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers of any tier. Such warranty shall continue for a period of 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. <UPDATED 5/17/21>

- 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.
- B. If the Contractor's work fails inspection by GCLBA-retained third party, GCLBA will bill Contractor for cost of failed 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. **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:
<http://mdotwas1.mdot.state.mi.us/public/specbook/2012>
- B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444---,00.html; copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

PART 2 - PRODUCTS

2.1 FILL MATERIAL <UPDATED 4/20/16>

2.1.1 General Requirements

- A. Content of fill material up to 18 inches from the surface. All fill material except MDOT Class II Granular 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 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. 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. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- B. Protect subgrades from softening and damage by rain or water accumulation.

3.3 EXCAVATION

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

3.4 STABILITY OF EXCAVATIONS

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

3.5 APPROVAL OF SUBGRADE

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

3.6 STORAGE OF SOIL MATERIALS <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. (APPENDIX 1B: SCOPE OF WORK/SUMMARY OF WORK)**

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 2 oz. of seed per 1,000 sq. ft., placed upon six (6) inches of screened topsoil. Contractor must use a one (1") inch or less screen to screen top soil. (See Part 2 – Products – H Top Soil for specification)** Prior to planting, seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B). Use a cultipacker pulled by a light-weight tractor (do not use heavy equipment on the site that would compact the topsoil layer) to ensure seed has good contact with the soil. Plant seed ¼" deep. Mulch entire planting area to ensure proper moisture levels, removing bale string from the site.
- C. Contractor must demonstrate that the site has been watered within 7 days of the seeding date sufficient to allow for seed germination. Notify the Genesee County Land Bank of the date of seeding via email to staff identified in IFB. Fill out Seeding and Watering Report. Contractors are

encouraged to use weather forecasts to plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.

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

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

END OF SECTION 00300

SECTION 400 – BUILDING DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - (1) Demolition and removal of building, basements, and foundations.

- (2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
- B. Related Sections: The following contain requirements that relate to this Section.
 - (1) Division 1 Section "Soil Erosion-Sedimentation Control".
 - (2) Division 2 Section "Excavating, Filling and Grading" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
 - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.
- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Seeding and Watering Report
- H. Seed tags from Dutch white clover seed
- I. Sidewalk and/or curb replacement permit and certification from City or Township.

1.6 QUALITY ASSURANCE

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

1.7 PROJECT CONDITIONS

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

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - i. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the GCLBA and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent 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) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - (3) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - (4) Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
 - (5) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 - (6) Remove air-conditioning equipment without releasing refrigerants.
 - (7) 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.

3.7 MEASUREMENT & PAYMENT

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

END OF SECTION 400

APPENDIX 2 - MDEQ/EGLE – NESHAP PROGRAM- NOTICES



NOTICE TO ALL CONTRACTORS

Genesee County Land Bank Authority (GCLBA) encourages contractors to reach out to regulators and authorities as necessary to answer questions. This Memorandum, prepared on June 26, 2020 is a consolidation of the guidance received over the years from regulators. This information is considered to be an enforceable portion of an executed contract. Upon signing a contract with the GCLBA, you will be considered to be in receipt of this memorandum. It will further be assumed that your organization has read and understood the outlined issues, and agreed to comply with the outlined actions to be taken in response.

ABBREVIATIONS

- ACM- Asbestos Containing Material
- RACM- Regulated Asbestos Containing Material
- MIOSHA- Michigan Occupational Safety and Health Administration
- LARA- Michigan Department of Licensing and Regulatory Affairs
- MDEQ- Michigan Department of Environmental Quality, now known as EGLE
- EGLE- Michigan Department of Environment, Great Lakes, and Energy formerly known as MDEQ.
- NESHAP- National Emission Standards for Hazardous Air Pollutants
- GCLBA- Genesee County Land Bank Authority

MDEQ/EGLE Air Quality Division contacts regarding NESHAP:

- Craig Dechy 517-749-2891 dechyc@michigan.gov
- Jeremy Brown 517-599-7825 brwonj9@michigan.gov
- Kim Dohm 517-284-6777 regarding submittal of NESHAP to ANS

MIOSHA contacts:

- Scott Thelen 517-284-7680 thelen1s@michigan.gov
- Lisa Vansteeland 517-284-7680 regarding notification submittals

The following link is to a folder on Box.com that has many useful resources from the MDEQ/EGLE, MIOSHA, Consumers Energy, and the GCLBA:

<https://app.box.com/s/7g0688u520h85y4g2yjgl803anc1pv3y>

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

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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)).

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Regarding hazardous and universal waste abatement- Please read your specs and ensure that you and/or your subcontractor are abiding by all relevant local, state, and federal rules and regulations. The GCLBA may have additional requirements above and beyond your understanding of regulatory requirements.

Manifesting and Disposal of Concrete (4/23/2019 communication)

MDEQ/EGLE representatives asked GCLBA to ensure that contractors are detailing material being taken to landfills on manifests. Specifically, EGLE would like to see concrete listed on manifests when it is contained in loads being delivered to landfills. ***All material- including foundations- from demolition projects with known friable asbestos or assumed asbestos must be disposed of as friable asbestos containing material at a Type II landfill.*** Friable asbestos debris manifests should also identify concrete when the load contains concrete. Please notify your employees to ensure compliance with this request.

Additionally, please be sure that you are tracking loads of concrete that you are recycling, too. Loads trucked out can be included on your trucking logs- just be sure to include the destination. GCLBA is interested in ensuring that all material generated from GCLBA projects is disposed of legally and in line with all relevant rules and regulations. That means that crushing operations receiving material from GCLBA projects need to be appropriately permitted and licensed. You can find additional information regarding Nonmetallic Mineral Crushing and Permits to Install with the following links (and, of course, by reaching out to MDEQ/EGLE):

https://www.michigan.gov/egle/0,9429,7-135-3310_70317-196791--,00.html

https://www.michigan.gov/egle/0,9429,7-135-3310_70487-14176--,00.html

<https://www.michigan.gov/egle/0,9429,7-135-3310-389492--,00.html>

Make sure you are vetting all material destinations prior to delivering any material from a GCLBA project.

NESHAP Notifications and Third Party Post-Abatement Clearance (communication from Craig Dechy 7/6/17)

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

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

Also, you had requested some **pointers for field staff.**

- Use lots of water to eliminate fugitive dust to a point where you don't have any visible emissions. By doing so, you are being proactive.

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

Tuesday, November 5, 2013 Notice to Contractors

Representatives of the City of Flint and the GCLBA met Tuesday, November 5, 2013 with representatives from the local landfills, MIOSHA, and MDEQ. The following items outline several important compliance issues that were discussed in that meeting. Contractors are advised of the following:

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

DEMOLITION IS ABATEMENT IN MIOSHA'S EYES: As far as MIOSHA is concerned, an ACM demolition qualifies as Class I abatement work as asbestos is still literally being removed from the site. Contractors will need to submit two notifications: one for abatement checking that LARA box on the NESHAP notification and one for demolition.

SURVEYS: Contractors must have a copy of a completed (asbestos) survey on site at all times for all demos. All manifests and landfill receipts associated with ordered demolitions need to clearly state "friable asbestos." Additionally, when demolishing a structure with friable or presumed asbestos containing materials, concrete foundations may not be recycled and must be disposed of with the demolition debris. Loads containing both housing debris and concrete need to indicated that concrete is included in the load.

TRANSITE siding will be sampled and removed regardless if it is an ordered demolition or regular demolition in accordance with NESHAP and MIOSHA regulations. The only exception for transite is if the building is deemed structurally unsafe to remove the transite. This is a rare occurrence. In such an instance, the structure and transite will be demolished as RACM.

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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	2.30E+05	NA
Aldicarb sulfone	1646884	NA	200 (M); 40	NA	NLV	NLV	NLV	NLV	NLV	2.50E+05	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	3.30E+05	4.50E+06
Anthracene	120127	NA	41,000	ID	1.0E+9 (D)	1.40E+09	1.40E+09	1.40E+09	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	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
Barium (B)	7440393	75,000	1.30E+06	(G)	NLV	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	1,80E+05	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	1,000 (M); 23	46,000	1,000 (M); 23	NA
Benzo(a)anthracene (Q)	56553	NA	NLL	NLL	NLV	NLV	NLV	NLV	20,000	ID	20,000	NA
Benzo(b)fluoranthene (Q)	205992	NA	NLL	NLL	ID	ID	ID	ID	20,000	ID	20,000	NA
Benzo(k)fluoranthene (Q)	207089	NA	NLL	NLL	NLV	NLV	NLV	NLV	2,00E+05	ID	2,00E+05	NA
Benzo(g,h,i)perylene	191242	NA	NLL	NLL	NLV	NLV	NLV	NLV	2,50E+06	8,00E+08	2,50E+06	NA
Benzo(a)pyrene (Q)	50328	NA	NLL	NLL	NLV	NLV	NLV	NLV	2,000	1,50E+06	2,000	NA
Benzoic acid	65850	NA	6.40E+05	NA	NLV	NLV	NLV	NLV	9,90E+08	ID	9,90E+08	NA
Benzyl alcohol	100516	NA	2,00E+05	NA	NLV	NLV	NLV	NLV	3,2E+8 (C)	3,30E+11	3,2E+8 (C)	5.80E+06
Benzyl chloride	100447	NA	150	NA	6,300	14,000	14,000	17,000	48,000	6,20E+07	48,000	2,30E+05
Beryllium	7440417	NA	51,000	(G)	NLV	NLV	NLV	NLV	4,10E+05	1,30E+06	4,10E+05	NA
bis(2-Chloroethoxy)ethane	112265	NA	ID	ID	NLV	NLV	NLV	NLV	ID	ID	ID	2,70E+06
bis(2-Chloroethyl)ether (I)	111444	NA	100	100 (M); 20	8,300	3,800	3,800	3,800	13,000	9,40E+06	13,000	2,20E+06
bis(2-Ethylhexyl)phthalate	117817	NA	NLL	NLL	NLV	NLV	NLV	NLV	2,80E+06	7,00E+08	2,80E+06	1,00E+07
Boron (B)	7440428	NA	10,000	1.4E+5 (X)	NLV	NLV	NLV	NLV	4.8E+7 (DD)	ID	4.8E+7 (DD)	NA
Bromate	15541454	NA	200	800 (X)	NLV	NLV	NLV	NLV	17,000	ID	17,000	NA
Bromobenzene (I)	108861	NA	550	NA	3,10E+05	4,50E+05	4,50E+05	4,50E+05	5,40E+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	1,10E+05	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	8,20E+05	2,80E+09	8,20E+05	8,70E+05
Bromomethane	74839	NA	200	100	860	11,000	57,000	1,40E+05	3,20E+05	3,30E+08	3,20E+05	2,20E+06
n-Butanol (I)	71363	NA	19,000	2,00E+05	NLV	NLV	NLV	NLV	2,9E+7 (C)	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	1,2E+8 (C, DD)	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	1,7E+7 (C)	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	1,2E+8 (C)	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	3,6E+7 (C)	4,70E+10	3,6E+7 (C)	3,10E+05
n-Butylbenzene	104518	NA	1,600	ID	ID	ID	ID	ID	2,50E+06	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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			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		
sec-Butylbenzene	135988	NA	1,600	ID	ID	ID	ID	ID	ID	2.50E+06	1.00E+07
t-Butylbenzene (I)	98066	NA	1,600	ID	ID	ID	ID	ID	ID	2.50E+06	1.00E+07
Cadmium (B)	7440439	1,200	6,000	(G,X)	NLV	NLV	NLV	NLV	NLV	5.50E+05	NA
Camphene (I)	79925	NA	ID	NA	3,700	1.50E+05	1.50E+05	2.20E+06	2.20E+06	ID	NA
Caprolactam	105602	NA	1.20E+05	NA	NLV	NLV	NLV	NLV	NLV	5.3E+7 (DD)	NA
Carbaryl	63252	NA	14,000	ID	ID	ID	ID	ID	ID	2.20E+07	NA
Carbazole	86748	NA	9,400	1,100	NLV	NLV	NLV	NLV	NLV	5.30E+05	NA
Carboturan	1563662	NA	800	NA	NLV	NLV	NLV	NLV	NLV	1.10E+06	NA
Carbon disulfide (I,R)	75150	NA	16,000	ID	76,000	1.30E+06	1.30E+06	1.90E+07	4.70E+10	7.2E+6 (C, DD)	2.80E+05
Carbon tetrachloride	56235	NA	100	760 (X)	190	3,500	3,500	12,000	28,000	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	31,000	NA
Chloride	16887006	NA	5,00E+06	(X)	NLV	NLV	NLV	NLV	NLV	5.0E+5 (F)	NA
Chlorobenzene (I)	108907	NA	2,000	500	1.20E+05	7.70E+05	7.70E+05	9.90E+05	2.10E+06	4.3E+6 (C)	2.60E+05
p-Chlorobenzene sulfonic acid	98668	NA	1.50E+05	ID	ID	ID	ID	ID	ID	2.30E+08	ID
1-Chloro-1,1-difluoroethane	75683	NA	3.00E+05	NA	2.9E+6 (C)	7.90E+07	7.90E+07	5.60E+08	1.40E+09	4.7E+8 (C)	9.60E+05
Chloroethane	75003	NA	8,600	22,000 (X)	2.9E+6 (C)	3.00E+07	3.00E+07	1.20E+08	2.80E+08	2.6E+6 (C)	9.50E+05
2-Chloroethyl vinyl ether	110758	NA	ID	NA	ID	ID	ID	ID	ID	ID	1.90E+06
Chloroform	67663	NA	1,600 (W)	7,000	7,200	45,000	45,000	1.20E+05	2.70E+05	1.20E+06	1.50E+06
Chloromethane (I)	74873	NA	5,200	ID	2,300	40,000	40,000	4.10E+05	1.00E+06	1.6E+6 (C)	1.10E+06
4-Chloro-3-methylphenol	59507	NA	5,800	280	NLV	NLV	NLV	NLV	NLV	4.50E+06	NA
beta-Chloronaphthalene	91587	NA	6.20E+05	NA	ID	ID	ID	ID	ID	5.60E+07	NA
2-Chlorophenol	95578	NA	900	360	4.30E+05	9.60E+05	9.60E+05	9.60E+05	9.60E+05	1.40E+06	1.90E+07
o-Chlorotoluene (I)	95498	NA	3,300	ID	2.70E+05	1.20E+06	1.20E+06	2.90E+06	6.30E+06	4.5E+6 (C)	5.00E+05
Chlorpyrifos	2921882	NA	17,000	1,500	130	4,600	4,600	23,000	55,000	1.10E+07	NA
Chromium (III) (B,H)	16065831	18,000 (total)	1.0E+9 (D)	(G,X)	NLV	NLV	NLV	NLV	NLV	7.90E+08	NA
Chromium (VI)	18540299	NA	30,000	3,300	NLV	NLV	NLV	NLV	NLV	2.50E+06	NA
Chrysene (Q)	218019	NA	NLL	NLL	ID	ID	ID	ID	ID	2.00E+06	NA



TABLE 2. SOIL: RESIDENTIAL

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

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

Hazardous Substance			Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat
					Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria		Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness		
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)	2.20E+08	
Dacthal	1861321	NA	50,000	NA	NLV	NLV	NLV	NLV	NLV	ID	2.30E+06	NA	
Dalapon	75990	NA	4,000	NA	NLV	NLV	NLV	NLV	NLV	ID	1.90E+07	5.90E+07	
4-4'-DDD	72548	NA	NLL	NLL	NLV	NLV	NLV	NLV	NLV	4.40E+07	95,000	NA	
4-4'-DDE	72559	NA	NLL	NLL	NLV	NLV	NLV	NLV	NLV	3.20E+07	45,000	NA	
4-4'-DDT	50293	NA	NLL	NLL	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	2.30E+09	3.80E+06	NA	NA	
Di-n-butyl phthalate	84742	NA	9.6E+5 (C)	11,000	NLV	NLV	NLV	NLV	3.30E+09	2.7E+7 (C)	7.60E+05		
Di(2-ethylhexyl) adipate	103231	NA	1.3E+7 (C)	ID	NLV	NLV	NLV	NLV	9.20E+09	1.5E+7 (C, DD)	9.60E+05		
Di-n-octyl phthalate	117840	NA	1.00E+08	ID	NLV	NLV	NLV	NLV	3.10E+10	6.90E+06	1.40E+08		
Diacetone alcohol (I)	123422	NA	ID	NA	NLV	NLV	NLV	NLV	1.60E+11	ID	1.10E+08		
Diazinon	333415	NA	95	72	NLV	NLV	NLV	NLV	ID	12,000 (DD)	3.10E+05		
Dibenzo(a,h)anthracene (Q)	53703	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA		
Dibenzofuran	132649	NA	ID	1,700	2.00E+06	1.30E+05	1.30E+05	1.30E+05	6.70E+06	ID	NA		
Dibromochloromethane	124481	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05		
Dibromochloropropane	96128	NA	10 (M); 4.0	ID	220	260	260	260	5.60E+05	4,400 (C)	1,200		
Dibromomethane	74953	NA	1,600	NA	ID	ID	ID	ID	ID	2.5E+6 (C)	2.00E+06		
Dicamba	1918009	NA	4,400	NA	NA	NLV	NLV	NLV	ID	3.40E+06	NA		
1,2-Dichlorobenzene	95501	NA	14,000	280	1.1E+7 (C)	3.90E+07	3.90E+07	5.20E+07	1.00E+11	1.9E+7 (C)	2.10E+05		
1,3-Dichlorobenzene	541731	NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.0E+5 (C)	1.70E+05		
1,4-Dichlorobenzene	106467	NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA		
3,3'-Dichlorobenzidine	91941	NA	2,000 (M); 28	2,000 (M); 7.4	NLV	NLV	NLV	NLV	6.50E+06	6,600	NA		
Dichlorodifluoromethane	75718	NA	95,000	ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.2E+7 (C)	1.00E+06		

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	
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
Disopropylamine (I)	108189	NA	110	NA	5.50E+06	6.20E+06	6.20E+06	7.30E+06	1.30E+10	1.70E+05	6.70E+06
Dimethyl phthalate	131113	NA	1.5E+6 (C)	NA	NLV	NLV	NLV	NLV	3.30E+09	1.0E+9 (C,D)	7.90E+05
N,N-Dimethylacetamide	127195	NA	3,600	82,000 (X)	NLV	NLV	NLV	NLV	ID	5.60E+06	1.10E+08
N,N-Dimethylaniline	121697	NA	320	NA	1.70E+05	1.50E+05	1.50E+05	1.50E+05	2.60E+08	5.00E+05	8.00E+05
Dimethylformamide (I)	68122	NA	14,000	NA	NLV	NLV	NLV	NLV	2.00E+09	2.20E+07	1.10E+08
2,4-Dimethylphenol	105679	NA	7,400	7,600	NLV	NLV	NLV	NLV	4.70E+09	1.10E+07	NA
2,6-Dimethylphenol	576261	NA	330 (M); 88	NA	NLV	NLV	NLV	NLV	1.30E+08	1.40E+05	NA
3,4-Dimethylphenol	95658	NA	330 (M); 200	500	NLV	NLV	NLV	NLV	2.30E+08	3.20E+05	NA
Dimethylsulfoxide	67685	NA	4,40E+06	3.80E+06	NLV	NLV	NLV	NLV	1.30E+09	1.0E+9 (C,D)	1.80E+07
2,4-Dinitrotoluene	121142	NA	430	NA	NLV	NLV	NLV	NLV	1.60E+07	48,000	NA

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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 VSI(C) for 5 Meter Source Thickness	Finite VSI(C) 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

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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 ³ (GG)	ID	ID	ID	ID	ID	ID
Methanol	67561	NA	74,000	1.2E+7 (C)	3.7E+7 (C)	3.10E+07	4.40E+07	9.60E+07	2.20E+11	1.1E+8 (C)	3.10E+06
Methoxychlor	72435	NA	16,000	NA	ID	ID	ID	ID	ID	1.90E+06	NA
2-Methoxyethanol (I)	109864	NA	150	NA	NLV	NLV	NLV	NLV	1.30E+09	2.30E+05	1.10E+08
2-Methyl-4-chlorophenoxyacetic acid	94746	NA	390	NA	NLV	NLV	NLV	NLV	ID	2.30E+05	NA
2-Methyl-4,6-dinitrophenol	534521	NA	830 (M); 400	NA	NLV	NLV	NLV	NLV	1.30E+08	79,000	NA
N-Methyl-morpholine (I)	109024	NA	400	NA	NLV	NLV	NLV	NLV	ID	6.10E+05	1.10E+08



TABLE 2. SOIL: RESIDENTIAL

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

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			Groundwater Protection		Indoor Air	Ambient Air (Y) (C)				Contact	Csat	
			Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria		Soil Volatilization to Indoor Air Inhalation Criteria	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Finite VSIC for 5 Meter Source Thickness	Finite VSIC for 2 Meter Source Thickness			Particulate Soil Inhalation Criteria
Methyl parathion	Chemical Abstract Service Number	Statewide Default Background Level	46	NA	NLV	NLV	NLV	NLV	NLV	ID	56,000	Soil Saturation Concentration Screening Levels
4-Methyl-2-pentanone (MIBK) (I)	298000	NA	36,000	ID	3.7E+7 (C)	4.50E+07	4.50E+07	6.70E+07	6.70E+07	1.40E+11	5.6E+7 (C)	2.70E+06
Methyl-tert-butyl ether (MTBE)	108101	NA	800	1.4E+5 (X)	9.9E+6 (C)	2.50E+07	3.90E+07	8.70E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06
Methylcyclopentane (I)	1634044	NA	ID	NA	92,000	2.30E+06	8.20E+06	2.00E+07	2.00E+07	4.70E+10	ID	3.50E+05
4,4'-Methylene-bis-2'- chloroaniline (MBOCA)	96377	NA	NLL	NLL	NLV	NLV	NLV	NLV	NLV	8.40E+07	6,800	NA
Methylene chloride	101144	NA	100	30,000 (X)	45,000	2.10E+05	5.90E+05	1.40E+06	1.40E+06	6.60E+09	1.30E+06	2.30E+06
2-Methylnaphthalene	75092	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA
Methylphenols (J)	91576	NA	7,400	1,000 (M); 600	NLV	NLV	NLV	NLV	NLV	6.70E+09	1.10E+07	NA
Metolachlor	1319773	NA	4,800	300	NLV	NLV	NLV	NLV	NLV	ID	1.5E+6 (C, DD)	4.40E+05
Metribuzin	51218452	NA	3,600	NA	ID	ID	ID	ID	ID	ID	9.60E+06	NA
Mirex	21087649	NA	NLL	NLL	ID	ID	ID	ID	ID	ID	9,600	NA
Molybdenum (B)	2385855	NA	1,500	64,000 (X)	NLV	NLV	NLV	NLV	NLV	ID	2.60E+06	NA
Naphthalene	7439987	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA
Nickel (B)	91203	20,000	1.00E+05	(G)	NLV	NLV	NLV	NLV	NLV	1.30E+07	4.00E+07	NA
Nitrate (B,N)	7440020	NA	2.0E+5 (N)	ID	NLV	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrite (B,N)	14797558	NA	20,000 (N)	NA	NLV	NLV	NLV	NLV	NLV	ID	ID	NA
Nitrobenzene (I)	14797650	NA	330 (M); 68	3,600 (X)	91,000	54,000	54,000	54,000	54,000	4.70E+07	1.00E+05	4.90E+05
2-Nitrophenol	98953	NA	400	ID	NLV	NLV	NLV	NLV	NLV	ID	6.30E+05	NA
n-Nitroso-di-n-propylamine	88755	NA	330 (M); 100	NA	NLV	NLV	NLV	NLV	NLV	1.60E+06	1,200	1.50E+06
N-Nitrosodiphenylamine	621647	NA	5,400	NA	NLV	NLV	NLV	NLV	NLV	2.20E+09	1.70E+06	NA
Oxamyl	86306	NA	4,000	NA	NLV	NLV	NLV	NLV	NLV	ID	8.60E+06	NA
Oxo-hexyl acetate	23135220	NA	1,500	NA	ID	ID	ID	ID	ID	5.40E+09	2.30E+06	1.00E+07
Pendimethalin	88230357	NA	1.10E+06	NA	NLV	NLV	NLV	NLV	NLV	ID	4.60E+07	NA
Pentachlorobenzene	40487421	NA	29,000	9,500	ID	ID	ID	ID	ID	ID	3.2E+5 (C)	1.90E+05
Pentachloronitrobenzene	608935	NA	37,000	NA	1.20E+05	2.30E+05	2.30E+05	2.30E+05	2.30E+05	3.30E+08	1.70E+06	NA
Pentachlorophenol	82688	NA	22	(G,X)	NLV	NLV	NLV	NLV	NLV	1.00E+08	90,000	NA
	87865	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	Infinite Source Volatile Soil Inhalation Criteria (VSI(C))	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			
Pentane	109660	NA	ID	NA	9.7E+5 (C)	3.70E+07	3.10E+08	5.80E+08	1.20E+12	ID	2.40E+05
2-Pentene (I)	109682	NA	ID	NA	ID	ID	ID	ID	ID	ID	2.20E+05
Perfluorooctanoic acid (DD)	335671	NA	NA	10.000 (X)	NA	NA	NA	NA	NA	NA	NA
Perfluorooctane sulfonic acid (DD)	1763231	NA	NA	0.24 (X)	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	85018	NA	56,000	2,100	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	NA
Phenol	108952	NA	88,000	9,000	NLV	NLV	NLV	NLV	4.00E+10	4.0E+7 (C, DD)	1.20E+07
Phenytoln	57410	NA	830	4300 (X)	NLV	NLV	NLV	NLV	2.20E+08	1.00E+05	NA
Phosphorus (Total)	7723140	NA	1.30E+06	(EE)	NLV	NLV	NLV	NLV	6.70E+07	1.0E+9 (D)	NA
Phthalic acid	88993	NA	2.80E+05	NA	NLV	NLV	NLV	NLV	ID	4.3E+8 (C)	1.70E+06
Phthalic anhydride	85449	NA	3.00E+05	NA	NLV	NLV	NLV	NLV	ID	4.7E+8 (C)	1.10E+06
Picloram	1918021	NA	10,000	920	NLV	NLV	NLV	NLV	ID	1.60E+07	NA
Piperidine	110894	NA	64	NA	NLV	NLV	NLV	NLV	9.30E+09	99,000	1.20E+08
Polybrominated biphenyls (J)	67774327	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	1,200	NA
Polychlorinated biphenyls (PCBs) (J,T)	1336363	NA	NLL	NLL	3.00E+06	2.40E+05	7.90E+06	7.90E+06	5.20E+06	(T)	NA
Prometon	1610180	NA	4,900	NA	NLV	NLV	NLV	NLV	ID	5.00E+06	NA
Propachlor	1918167	NA	1,900	NA	NLV	NLV	NLV	NLV	ID	2.90E+06	NA
Propazine	139402	NA	4,000	NA	NLV	NLV	NLV	NLV	ID	6.10E+06	NA
Propionic acid	79094	NA	2.40E+05	ID	NLV	NLV	NLV	NLV	2.00E+10	3.8E+8 (C)	1.10E+08
Propyl alcohol (I)	71238	NA	28,000	NA	NLV	NLV	NLV	NLV	4.90E+10	1.3E+7 (DD)	1.10E+08
n-Propylbenzene (I)	103651	NA	1,600	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07
Propylene glycol	57556	NA	3.00E+06	5.80E+06	NLV	NLV	NLV	NLV	4.00E+11	1.0E+9 (C,D)	1.10E+08
Pyrene	129000	NA	4,80E+05	ID	1.0E+9 (D)	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	NA
Pyridine (I)	110861	NA	400	NA	1,100	8,200	40,000	97,000	2.30E+08	2.3E+5 (C)	37,000
Selenium (B)	7782492	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA
Silver (B)	7440224	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA
Silvex (2,4,5-TP)	93721	NA	3,600	2,200	NLV	NLV	NLV	NLV	ID	1.70E+06	NA
Simazine	122349	NA	80	340	NLV	NLV	NLV	NLV	ID	1.20E+06	NA



TABLE 2. SOIL: RESIDENTIAL

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

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

Hazardous Substance	Chemical Abstract Service Number	Statewide Default Background Level	Groundwater Protection			Indoor Air	Ambient Air (Y) (C)				Contact	Csat
			Residential Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria		Infinite Source Volatile Soil Inhalation Criteria (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	NA	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	54,000	1.00E+05	4.20E+08	4.8E+5 (C)	4.40E+05	NA
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	NA
Tetrachloroethylene	127184	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.0E+5 (C)	88,000	NA
Tetrahydrofuran	109999	NA	1,900	2.2E+5 (X)	1.30E+06	1.30E+07	6.70E+07	1.60E+08	3.90E+11	2.90E+06	1.20E+08	NA
Tetranitromethane	509148	NA	ID	NA	500(M); 110	500 (M); 51	ID	ID	2.10E+05	ID	ID	ID
Thallium (B)	7440280	NA	2,300	4,200 (X)	NLV	NLV	NLV	NLV	1.30E+07	35,000	NA	NA
Toluene (I)	108883	NA	16,000	5,400	3.3E+5 (C)	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.0E+7 (C)	2.50E+05	NA
p-Toluidine	106490	NA	660 (M); 300	NA	NLV	NLV	NLV	NLV	1.00E+08	94,000	1.20E+06	NA
Toxaphene	8001352	NA	24,000	8,200	NLV	NLV	NLV	NLV	9.70E+06	20,000	NA	NA
Triallate	2303175	NA	95,000	NA	ID	ID	ID	ID	ID	2.9E+6 (C)	2.50E+05	NA
Tributylamine	102829	NA	7,800	ID	5.80E+05	6.00E+05	6.00E+05	6.00E+05	4.70E+08	7.90E+05	3.70E+06	NA
1,2,4-Trichlorobenzene	120821	NA	4,200	5,900 (X)	9.6E+6 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.9E+5 (DD)	1.10E+06	NA
1,1,1-Trichloroethane	71556	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.0E+8 (C)	4.60E+05	NA
1,1,2-Trichloroethane	79005	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05	NA
Trichloroethylene	79016	NA	100	4,000 (X)	1,000	11,000	25,000	57,000	1.30E+08	1.1E+5 (DD)	5.00E+05	NA
Trichlorofluoromethane	75694	NA	52,000	NA	2.8E+6 (C)	9.20E+07	6.30E+08	1.50E+09	3.80E+12	7.9E+7 (C)	5.60E+05	NA
2,4,5-Trichlorophenol	95954	NA	39,000	NA	NLV	NLV	NLV	NLV	2.30E+10	2.30E+07	NA	NA
2,4,6-Trichlorophenol	88062	NA	2,400	330 (M); 100	NLV	NLV	NLV	NLV	1.00E+09	7.10E+05	NA	NA



TABLE 2. SOIL: RESIDENTIAL

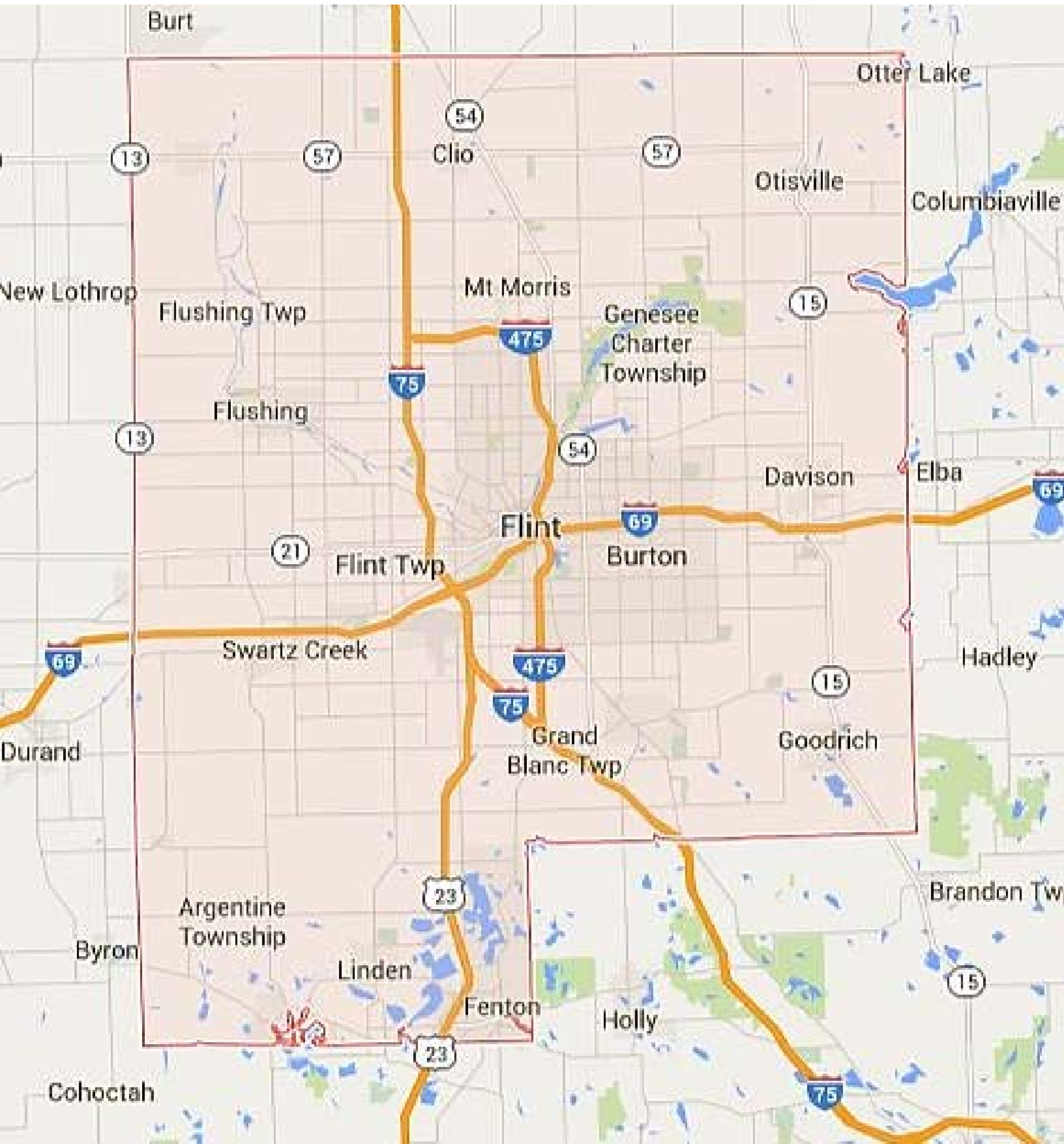
PART 201 GENERIC CLEANUP CRITERIA AND SCREENING LEVELS/PART 213 RISK-BASED SCREENING LEVELS

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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

APPENDIX 3
MAPS & BOUNDARIES
GENESEE COUNTY TREASURER OUT-COUNTY FUNDING BOUNDARIES



APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

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.

(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
FEDERAL GOVERNMENT		LABOR DEPARTMENT	ABOUT THE SITE	
White House		About DOL	Freedom of Information Act	
Coronavirus Resources		Guidance Search	Disclaimers	



**Office of Federal Contract
Compliance Programs**

An agency within the U.S.
Department of Labor

200 Constitution Ave NW
Washington, DC 20210
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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.

"General Decision Number: MI20210083 05/14/2021		
Superseded General Decision Number: MI20200083		
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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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 .		
Modification Number	Publication Date	
0	01/01/2021	
1	04/02/2021	
2	05/14/2021	
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 08/01/2020		
	Rates	Fringes
BRICKLAYER.....	\$ 33.23	23.08
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 11/30/2020		
	Rates	Fringes
ELECTRICIAN		
Excludes Low Voltage Wiring.....	\$ 39.17	23.51
Low Voltage Wiring.....	\$ 30.34	8.20+31.50%
ENG10324-011 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		
IRON0025-019 06/01/2019		
	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 30.98	27.99
STRUCTURAL.....	\$ 36.77	29.03
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		

LAB01075-002 06/01/2019		
	Rates	Fringes
LABORER		
Common or General; Grade		
Checker; Mason Tender -		
Brick/Cement/Concrete,		
PipeLayer; Sandblaster.....	\$ 23.00	13.66

PAIN1052-001 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

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	23.25

* SFMI0669-001 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....		
	\$ 36.97	24.12

SHEE0007-008 05/01/2018		
	Rates	Fringes
SHEET METAL WORKER, Includes		
HVAC Duct and Unit		
Installation.....		
	\$ 30.64	22.76

SUMI2011-006 02/01/2011		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....		
	\$ 18.48	7.93

TRUCK DRIVER: Tractor Haul		
Truck.....		
	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing		
operation to which welding is incidental.		
=====		
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave		
for Federal Contractors applies to all contracts subject to the		
Davis-Bacon Act for which the contract is awarded (and any		
solicitation was issued) on or after January 1, 2017. If this		
contract is covered by the EO, the contractor must provide		
employees with 1 hour of paid sick leave for every 30 hours		
they work, up to 56 hours of paid sick leave each year.		
Employees must be permitted to use paid sick leave for their		
own illness, injury or other health-related needs, including		
preventive care; to assist a family member (or person who is		
like family to the employee) who is ill, injured, or has other		
health-related needs, including preventive care; or for reasons		
resulting from, or to assist a family member (or person who is		
like family to the employee) who is a victim of, domestic		
violence, sexual assault, or stalking. Additional information		
on contractor requirements and worker protections under the EO		
is available at www.doi.gov/whd/govcontracts .		
Unlisted classifications needed for work not included within		
the scope of the classifications listed may be added after		
award only as provided in the labor standards contract clauses		
(29CFR 5.5 (a) (1) (ii)).		

The body of each wage determination lists the classification		
and wage rates that have been found to be prevailing for the		
cited type(s) of construction in the area covered by the wage		
determination. The classifications are listed in alphabetical		
order of "identifiers" that indicate whether the particular		
rate is a union rate (current union negotiated rate for local),		
a survey rate (weighted average rate) or a union average rate		
(weighted union average rate).		
Union Rate Identifiers		
A four letter classification abbreviation identifier enclosed		
in dotted lines beginning with characters other than "SU" or		
"UAWG" 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 UAWG identifier indicate		
that no single majority rate prevailed for those		
classifications; however, 100% of the data reported for the		
classifications was union data. EXAMPLE: UAWG-04-0010		
08/29/2014. UAWG 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.

END OF GENERAL DECISION"

APPENDIX 5—SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM

**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, 2nd Floor
Flint, Michigan 48502

Notices for the Contractor should be sent to:

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

CONTRACT ENTERED INTO BY:
GENESEE COUNTY LAND BANK AUTHORITY

(NAME OF BUSINESS ENTITY)

(DIRECTOR NAME), Executive Director

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)

Date

Date

Witnessed by:

Witnessed by:

Email: _____

Phone: _____

Federal Identification Number: _____

License Number: _____

ATTACHMENT A

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#)(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.
- D. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- E. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

COVERSHEET FOR ALL PAYMENT REQUEST PACKETS*

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

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

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

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

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

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

Contractor

Date Submitted

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

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

- ☐ Rejected for the reason(s) listed on the Payment Request Checklist
- ☐ Approved and has been submitted for payment

GCLBA Demolition Team Reviewer

Date

REQUEST FOR FINAL PAYMENT CHECKLIST

ADDRESS:	PARCEL NUMBER:
CONTRACTOR:	CONTACT PERSON:
BID NUMBER:	

Contractors must provide the following information with each payment request (only supply one copy with your Coversheet for All Payment Request Packets):

- ☐ If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed. Submitted with Coversheet for all payment request packets or is on file with the GCLBA.
- ☐ Insurance Accord for sub-contractors listing the GCLBA and Contractor.
- ☐ Certified Payroll – for all workers and time worked on project.

Demolition Contractors:

- ☐ Backfill & Top Soil Sampling Forms - Statement of confirmation that backfill and top soil is below MDEQ Direct Contact level and backup documentation (Lab results from soil sample for backfill and top soil) also provided prior to bring backfill and top soil on site.
- ☐ Seed label from seed mix used on projects. *(GCLBA may request random samples of seed mix from contractors)*

Does this site specific packet contain all of the required documents? Has Contractor reviewed documents?

Y/N	
	<input type="checkbox"/> Payment Request Form
	<input type="checkbox"/> Sworn Statement (All subcontractor must be listed)
	<input type="checkbox"/> Waivers of Lien from yourself
	<input type="checkbox"/> Waivers of Lien from all subcontractors listed on Sworn Statement
	<input type="checkbox"/> Invoice on Contractor's Letterhead (Can use a master invoice that lists all addresses included in payment request and parcel number. Highlight property for this packet.)
	<input type="checkbox"/> Attestation Form(s)
ABATEMENT CONTRACTORS	
	<input type="checkbox"/> Before and after Pictures of items removed/abated uploaded to Box.com
	<input type="checkbox"/> Field Report/Daily Log
	<input type="checkbox"/> Address Specific Abatement Summary Tracking Sheet
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Line Item Invoice
	<input type="checkbox"/> Pre-Abatement Walkthrough form
DEMOLITION CONTRACTORS	
	<input type="checkbox"/> Before and After Photographs of the site (labeled – front, back, left side, right side),sidewalks and approaches
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Pre-Demolition Walkthrough form
	<input type="checkbox"/> Watering Report
	<input type="checkbox"/> <u>Field Report/Daily Log/ Inventory Sheet</u> with supporting paperwork: (a) Legible copies of disposal manifests and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility. (b) A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional. (c). A copy of the scrap metal receipt for AST/USTs and other metals. <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

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

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

Description of work completed:	Amount:
Total:	

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

Contractor

Date

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

- ☐ Rejected for the reason(s) listed on the Payment Request Checklist
- ☐ Approved and has been submitted for payment

GCLBA Demolition Team Reviewer

Date

DEMOLITION ONLY:

- ☐ Inspection failed for the reason(s) listed on Inspection Report. Payment request **NOT** approved for processing.
- ☐ Inspection passed and payment request approved for processing. (See Inspection Report)



SWORN STATEMENT

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

_____ being duly sworn deposes and says:

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

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

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

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

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

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

Contractor's Name: _____ Deponent)

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:

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
RETAIN A COPY FOR YOUR RECORDS



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

I/We _____ have supplied labor/materials to:
(Name of Contractor/Supplier)

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

STATEMENT OF ACCOUNT

Contract Price \$ _____
 Extras \$ _____
 Deduct Credit \$ _____
 Previously Paid \$ _____
 Retention \$ _____
 Balance \$ _____

 This Payment \$ _____
 Balance To Become Due \$ _____

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

I/We _____ have supplied labor/materials to:
(Name of Contractor/Supplier)

(Other contracting party)

to provide:

(Type of Improvement)

for the improvement of the properties located at the addresses referenced below. And by signing this waiver waive my/our construction lien to the amount of \$ _____ for labor/materials provided through _____.

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location:

Parcel ID Number:

Type of Project:

Contact Person:

I/We _____ have supplied labor/materials to:
(Name of Contractor/Supplier)

(Other contracting party)

to provide:

(Type of Improvement)

for the improvement of the property located at the address referenced above. And by signing this waiver waive my/our construction lien to the amount of \$ _____ for labor/materials provided through _____.
(date of draw cutoff or actual payment)

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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

TRUCKING LOG



BID NUMBER: _____

CONTRACTOR: _____

PARCEL NUMBER: _____

SUPERVISOR: _____

ADDRESS: _____

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

Demolition- Final Grading Seeding and Watering Report



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

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						

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, 2nd Floor
Flint, Michigan 48502

Subject: TYPE OF MATERIAL Certification
LOCATION OF MATERIAL
ADDRESS
CITY, Michigan ZIP CODE

Dear **CONTRACT ADMINISTRATOR,**

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

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

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

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

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

Sincerely,

COMPANY NAME

COMPANY REPRESENTATIVE
TITLE

Topsoil Material Certification Form

Company: _____

Address: _____

Soil Type and Category per Section 300 Part 2: _____

- ☐ Category 1 Material (Virgin Borrow Source) ☐ Category 2 Material (Agric. / Const. Sites, Amended Topsoil) ☐ Category 3 Material (Other Sites) (not accepted without approval)

For Cat. 2 Sites identify the total yardage of the source material _____

Is topsoil material amended? Describe: _____

Soil Location (Name, address): _____

Sampler(s) Name/Contact Information: _____

Sample Collection Date(s): _____

Analytical Testing Firm(s): _____

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

Parameter	Acceptable Range	Topsoil Results
pH	5.5 8.5	
% Organic Matter	≥2% to ≤ 25%	
Texture Class	SM	
Environmental Testing (VOCs, SVOCs, PCBs)	<TDL	
Environmental Testing	<GRCC	

Notes:

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

Attachments:

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

For GCLBA/GCLBA's Representative Use Only	
<input type="checkbox"/>	Not Approved
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Approved with the following considerations: _____ _____
<input type="checkbox"/>	Category 1 Material, Certification Expires:
<input type="checkbox"/>	Category 2 Material, Certification Approved for: _____ cubic yards
Reviewed By: _____ Date: _____ Title: _____	

General Backfill Material Certification Form

Company: _____

Address: _____

Soil Type and Category per Section 300 Part 2: _____

- ☐ Category 1 Material (Virgin Borrow Source) ☐ Category 2 Material (Agric. / Const. Sites) ☐ Category 3 Material (Other Sites)
(not accepted without approval)

For Cat. 2 Sites identify the total yardage of the source material _____

Soil Location, Name, Address: _____

Sampler(s) Name/Contact Information: _____

Sample Collection Date: _____

Analytical Testing Firm(S): _____

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

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

Notes:

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

Attachments:

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

For GCLBA/GCLBA's Representative Use Only	
<input type="checkbox"/>	Not Approved
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Approved with the following considerations: _____ _____
<input type="checkbox"/>	Category 1 Material, Certification Expires:
<input type="checkbox"/>	Category 2 Material, Certification Approved for: _____ cubic yards
Reviewed By: _____ Date: _____ Title: _____	

APPENDIX 8— EVALUATION CRITERIA AND SCORING

EVALUATION CRITERIA AND SCORING

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

A. Threshold Requirements PASS/FAIL

Letter of interest provided as outlined under Submittal Requirements (including description of company, concurrent projects, and acknowledgment of Section 3 responsibilities. This IS NOT a Section 3 Covered contract)	Pass/Fail
Evidence of Insurance is provided as defined in Attachment A	Pass/Fail
Qualifications and References Provided (Attachment B)	Pass/Fail
Certification Form Note is provided (Attachment C)	Pass/Fail
Pricing proposal (Attachment D)	Pass/Fail
Section 3 Business Section (Attachment E)	Pass/Fail
Conflict of Interest Statement & Supporting Documentation (Attachment F)	Pass/Fail
MBE/WBE/DVBE/Small Business Section (Attachment G)	Pass/Fail
Debarment Certification (Attachment H)	Pass/Fail
Respondent has experience working on environmental cleanup or UST removal projects for the EPA, MDEQ/EGLE, government or private entity in the past 5 years.	Pass/Fail
Bid Bond provided	Pass/Fail
Respondent requested access to review documents on box.com to include relevant scopes of work, environmental reports, maps, etc.	Pass/Fail
Identification of Project Manager and Key Staff, with appropriate licensing supplied: Asbestos Supervisor Y/N Lead Awareness Y/N HAZWOPER Y/N Designated Competent Individual: _____	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
The firm has adequate staffing to complete the project <u>within the time frame identified in this Invitation for Bids.</u> (If not, they are subcontracting with a company/individual that has the required qualifications)	Pass/Fail
The firm has adequate equipment to complete project <u>within the time frame</u>	Pass/Fail

Contractor: _____

Bid #: 21-004

<i>identified in this Invitation for Bids. (If not, they are subcontracting with company/individual that has the required qualifications)</i>	
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Work Plan supplied- with site specific information	Pass/Fail
Health and Safety Plan supplied	Pass/Fail
Bidder acknowledges receipt and review of Due Care Obligations document and provides signed copy of Contractor Disclosure Statement (Appended to Due Care Obligations Document)	Pass/Fail
Acknowledgment of Addendums as applicable	Pass/Fail

B. Evaluation Factors

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines/Demonstrated Understanding The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	30*
HUD Section 3 Bidder provides letter from the City of Flint certifying them as a Section 3 Business Concern or provides and a written plan for achieving Section 3 goals identifying certified Section 3 business	10
Recycling plan Respondents that submit a plan to recycle materials from the demolition may receive up to 5 additional points.	5
Local Contractor Points awarded to contractors that are located in Genesee County	5
Price The ability to demonstrate reasonable costs in performing scope of work identified in the IFB.	50

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

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

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

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

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

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

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

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

*Attach the record of above described instances.

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

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

Section 3 Preference (10 Points)

1. Certified Section 3 Business Concerns. (Up to 5 points)

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

Category 1 Section 3 Business Concern	5 Points
Category 2 Section 3 Business Concern	3 Points
Category 3 Section 3 Business Concern	2 Points
Not a Section 3 Business Concern	0 Points

2. Section 3 Strategy- All Contractors (Up to 5 points)

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

Evaluating Pricing

Pricing will be evaluated and scored as follows:

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

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

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

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

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

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

SELECTION PROCESS

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein. 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. Any contract resulting from this IFB will not necessarily be awarded to the vendor with the lowest price. Instead, contract(s) shall be awarded to vendor(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in IFB.

APPENDIX 9—SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE

APPENDIX 9 - GCLBA Door Hanger



DEMOLITION IN AREA

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

Within the next month.

To minimize inconvenience, we recommend that during demolition you:

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

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

Call 810-257-3088



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

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

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

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

PLEASE HELP US MAINTAIN LOTS AFTER DEMOLITION

If you are interested in adopting, leasing, or purchasing a lot after demolition, call us at

810-257-3088

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

*Per local ordinances

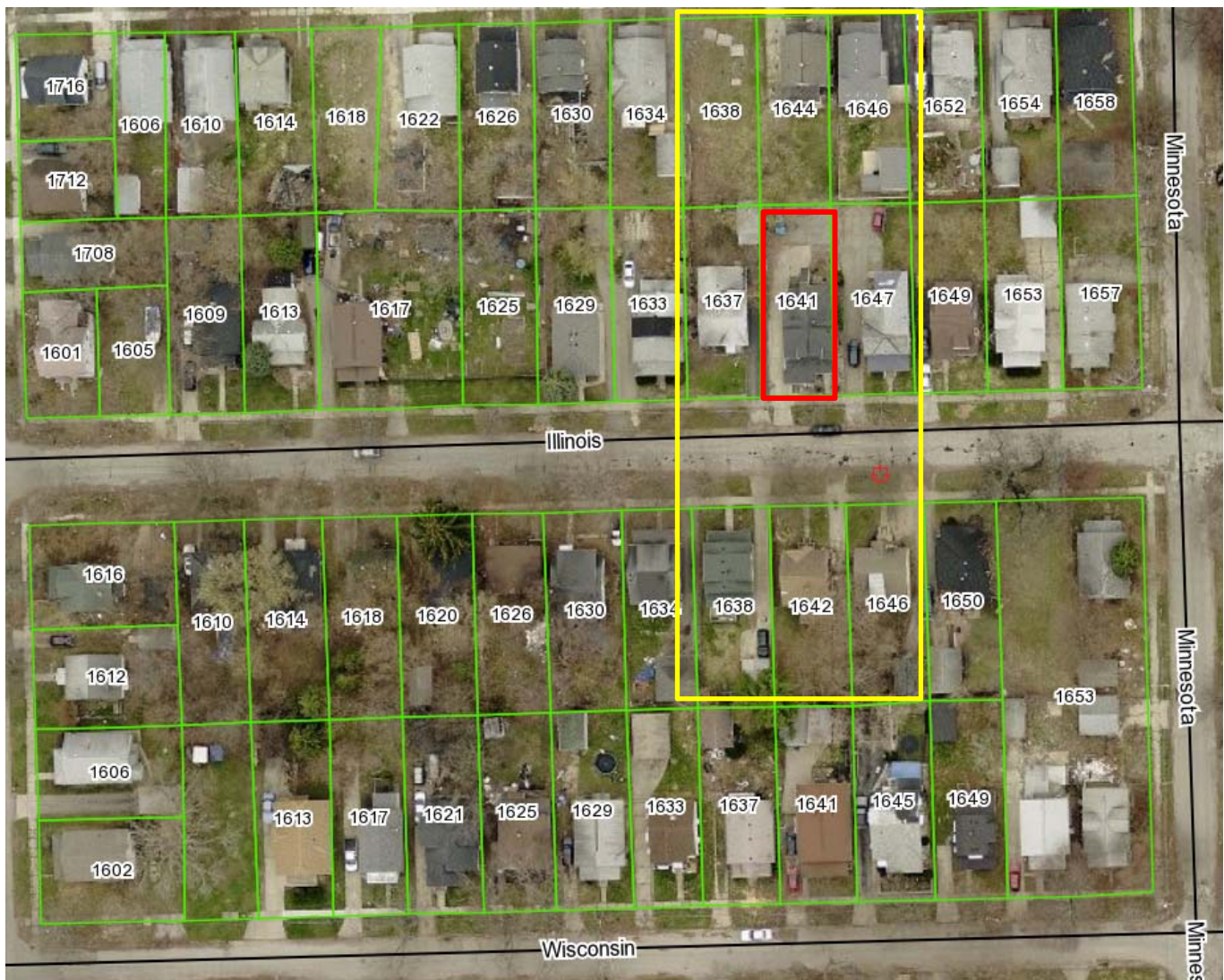
APPENDIX 9

Demolition Map – Example of where to place door hangers

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

House being demolished

Area where door hangers should be placed



APPENDIX 10—PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS



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 11— DUE CARE OBLIGATIONS DOCUMENT AND CONTRACTOR DISCLOSURE STATEMENT

APPENDIX 11- DUE CARE OBLIGATIONS

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DUE CARE PLAN

NOTE: A COPY OF THE CONTRACTOR DISCLOSURE STATEMENT MUST BE SUBMITTED WITH BID FOR BIDDER. PRIOR TO AWARD, BIDDERS WILL BE REQUESTED TO COMPLETE THE DUE CARE CHECKLIST AT THE END OF THIS APPENDIX.

GENERAL

The Genesee County Land Bank Authority (GCLBA) proposes to conduct general demolition activities at commercial properties in Genesee County utilizing grant funding. All site work, especially excavation and associated subsurface work, shall comply with the Due Care Obligations as set forth in this document. The tasks that will be conducted during the demolition activities will include some or all of the following: 1) abatement and disposal of asbestos and hazardous materials/waste; 2) demolition of site features and subject buildings; 3) removal of abandoned containers and underground storage tanks (USTS), if encountered; 4) removal of brush and vegetation; 5) plug, cap and bulk head utilities, and; 7) site restoration including grading and compaction of imported fill materials and seeding.

This Due Care Obligation document addresses the identification and management of contaminated soil, groundwater, and storage tanks at the subject property. The recommended policies and procedures are meant to ensure that human health and the environment is protected, soil/groundwater is properly managed, and due care responsibilities for the subject property is met during demolition activities. A variety of residuals (soil, groundwater, debris, etc.) could potentially be generated during demolition. This document specifies methods for management of these residuals. The procedures and guidelines set forth in this document were developed to ensure that residuals generated during the course of demolition will be managed in a manner that: (1) conforms to Federal, State, and local solid waste and environmental response laws; (2) protects workers and the general public from unacceptable exposure to the residuals; and (3) reduces the potential for exacerbation of environmental conditions of the properties.

This document comprises the due care management plan for the project. A Contractor's Disclosure Statement summarizing the subject property environmental demolition and construction requirements is provided as an addendum to this document. Any and all contractors conducting site work and subsurface activities at the subject property will be required to sign a copy of this disclosure prior to starting work.

Definitions

Owner- Genesee County Land Bank Authority (GCLBA)

Contractor- The Contractor(s) are those companies designated by the Owner that have responsibility for the implementation for specific work activities. These work activities are identified in the Scope of Work and Due Care Obligations document. The Contractor is responsible for the procedures described in this Due Care Obligations document.

Qualified Environmental Professional (QEP)- The QEP –if applicable- is the qualified individual retained by the Owner to ensure that all environmental due care obligations are being met

during demolition. In this context, the QEP is a person that: 1) has experience in the management and implementation of Due Care Plans/Environmental Construction Management Plans; 2) has experience in the identification and management of environmental contamination and hazardous materials; 3) has a Bachelor's degree or higher in engineering, geology, or other science-related discipline, or has demonstrated sufficient ability through past performance; and 4) possesses current 40-hour certification under the Hazardous Waste Operation and Emergency Response Standard (HAZWOPER), (Michigan Occupational Safety and Health Act (MIOSHA) -STD-1216 and 29 CFR 1910.120).

The QEP retained for this project is: **TO BE DETERMINED.**

The QEP must be made aware 48 hours in advance and provided the opportunity to conduct independent oversight/observation during all soil disturbance and subsurface excavation activities to ensure proper material handling, disposal, and site restoration protocols are followed.

Conflicts, Ambiguity, or Discrepancy

Before undertaking each part of the work, Contractor shall carefully study and compare this document and the Contract Documents and any additional environmental documentation made available for bidding purposed, and check and verify pertinent information is shown and described. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Due Care document or Contract Documents, or between the Due Care document and Contract Documents and/or any provision of any such Law or Regulation applicable to the performance of the work or of any such standard, specification, manual or code or of any instruction of any supplier; Contractor shall report it to the GCLBA in writing at once, and Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued. For any inconsistency between the Contract Specifications and the Due Care Plan, it should be anticipated that the more conservative instruction for protection of human health, safety, and the environment will be adopted.

SITE DESCRIPTION

Multiple site investigations have been completed at the property by QEPs retained by the Owner and Michigan Department of Environment, Great Lakes and Energy (EGLE). Soil and/or groundwater contamination has been identified in excess of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994; Part 213 Ground-Surface Water Interface (GSI) Risk Based Screening Level (RBSL); and Part 213 Drinking Water (DW) RSBL.

Recognized Environmental Conditions (RECs)

Below is a summary of known site conditions, recognized environmental concerns (RECs), and known hazardous substances can be found in the individual reports (Phase I, Phase II, and/or Pre-demolition Hazardous Material Survey) prepared for each property. These reports are available upon request and will be provided to the winning bidder for each property:

Sites with RECs are more likely to have environmental contamination; however, site work at all properties shall proceed with caution and be conducted in accordance with the Environmental Construction Management Plan Obligations document. RECs include, but are not limited:

The following RECs were identified during this Phase I ESA:

PARCEL-NO	Address	Dir	Street	REC description	Environmental Report Summary
07-15-501-038	1014		GRAHAM RD*	Phase I RECs: The subject property operated as a gasoline filling station from 1968 to 2013. Three 10,000- gallon gasoline USTs, one 2,000-gallon fuel oil UST, and one 500-gallon fuel oil UST remain onsite. The subject property is currently listed as an open LUST site. During the completion of a 2015 subsurface investigation, concentrations of VOCs and PNAs were identified within on-site soil and groundwater samples in excess of the MDEQ/EGLE Generic RCC.	Pre-demolition Hazardous Material Survey- ECT 7/8/2019; Phase I ESA- AKT Peerless 5/8/2017; UST Removal Activities- AKT Peerless 8/8/2017; Leaking Underground Storage Tank Closure Report- ECT on behalf of EGLE 2021; Restrictive Covenant

The following represents the conclusions of UST System Removal Activities Report:

CONCLUSIONS AND RECOMMENDATIONS

AKT Peerless oversaw the removal of the UST system located at 1014 Graham Road in Flint, Michigan. The USTs were removed and subsequent site assessment activities were completed in accordance with MDEQ and LARA requirements. Based upon laboratory analytical results, a confirmed release was reported to LARA due to concentrations of ethylbenzene, toluene, and xylenes within on-site soil. Further, due to concentrations of ethylbenzene and xylenes identified within on-site soil excess of the MDEQ RCC, the subject property meets the definition of a facility under MDEQ Part 201/213. Due to facility status of the subject property, AKT Peerless recommends compliance with Section 20107a of Part 201, Environmental Remediation, and Section 21304c, Leaking Underground Storage Tanks, of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). These obligations include:

- Undertake measures as are necessary to prevent exacerbation of existing contamination; Exercise due care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and allow for the intended use of the facility in a manner that protects the public health and safety;
- 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;
- Provide notifications to the MDEQ and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable;
- Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the facility; and
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

Please note that ECT was retained by Michigan Department of Environment, Great Lakes and Energy to conduct corrective action activities after the UST removal activities took place. A summary of ECT's activities and the results of ECT's investigations are summarized in the files

labelled “Mobil Graham Closure Rep 11-3-20 Part 1” and “Mobil Graham Closure Rep 11-3-20 Part 2” available on www.box.com. These investigations ultimately culminated in the recording of a restrictive covenant for the site, a copy of which is also available for contractor review on www.box.com. These reports further define and identify the concentrations, locations, and quantities of chemicals of concern and impacted materials on site. Contractors are to review the closure report and restrictive covenant.

The following represents the conclusions of the Asbestos and Hazardous Material Survey:

ECT has performed this assessment in accordance with AHERA guidelines that require suspect materials be identified, located, documented, and classified. The following table provides a summary of ACMs associated with the Building (excluding the bathroom):

Material	Location	Approximate Volume	Type	Condition
Gray Window Panel Caulk	West Exterior Wall	50 linear feet	Miscellaneous Category II Non-Friable	Slightly Damaged

The Building may be demolished after the Category II Non-Friable asbestos material is abated using standard construction practices. In addition, the Building may be demolished after the following wastes have been disposed pursuant to State of Michigan requirements:

Units	Description
Unknown	Underground Storage Tanks
1	55-gallon Drums or Bulk Hazardous Substances
1	Ventilation/Air Conditioning Units

Although not identified in the scope of this assessment, GCLBA has an obligation to advise the contractor that lead-based paint is suspected to be associated with the demolition materials that are painted and cannot be recycled. Additionally, the bathroom should be made accessible to allow for appropriate visual inspection and any necessary sampling.

Soil and/or groundwater contamination has been identified in excess of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994; Part 213 Ground-Surface Water Interface (GSI) Risk Based Screening Level (RBSL); and Part 213 Drinking Water (DW) RSBL. Therefore, Contractor is to take care in the handling of all soil and groundwater throughout the property(ies). Additionally, Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium.

Due to the presence of known or suspected environmental contamination, the Contractor shall take all necessary precautions as required by laws, regulations and the contract documents for protection of the Contractor’s personnel, as well as the adjacent properties.

CONTRACTOR PERSONNEL

Contractor's (including subcontractors) personnel that will be in contact with soil and/or groundwater shall be equipped with proper personnel protection equipment (PPE), and shall be notified of soil and groundwater contamination.

Contractor's Site Supervisor/Competent Person: The Contractor must have a Site Supervisor/Competent Person on-site during all work activities. The "Site Supervisor/Competent Person" shall: have the authority to commit contractor resources and direct on-site personnel; have at least 5 years of experience in the management and implementation of environmental construction activities and plans; have at least 5 years' experience in the identification and management of environmental contamination and hazardous materials; have at least 5 years' experience conducting construction activities and/or environmental cleanup at contaminated properties; have demonstrated sufficient ability to supervise construction activities on contaminated properties through past performance; and possesses current 40-hour, HAZWOPER certification and subsequent annual refreshers under 29 CFR 1910.120.

Contractor/Subcontractor Personnel: At a minimum all Contractor employees and subcontractors working at the site shall have 40 Hour HAZWOPER training and annual 8-hour HAZWOPER refresher training (MIOSHA-STD-1216 and 29 CFR 1910.120), as well as, asbestos awareness (excluding licensed asbestos workers) and lead awareness training and must provide training certificates as verification of such. Asbestos Abatement Workers shall have current medical monitoring, current respirator fit test, current training and asbestos worker accreditation. Additionally, all Contractor employees and subcontractors working at the site must be provided information about hazardous chemical used at/or present at the Site in building materials, and soil and groundwater (1910.1200). Contractor employees and subcontractors working at the site shall have demonstrated competency working at sites of known contamination.

Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium.

Documentation of the above qualifications for on-site workers must be provided to the Owner/QEP in advance of any on-site activity.

The Contractor and associated parties performing work are completely responsible for compliance with the activities outlined in the Due Care document, the project HASP, the safe performance of all intrusive work, the structural integrity of excavations, proper disposal of fluids, control of runoff, and for damage to off-site properties and protected site features.

DUE CARE REQUIREMENTS

In accordance to P.A. 451, Part 201, "Section 20107a. (1) Generally requires a person who owns or operates property that he or she has knowledge is a facility (regardless of whether the person is liable under Section 26) to do all of the following:

- 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 are foreseeable could result from those acts or omissions.”
- d) Provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the facility.
- 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.

The Contractor and associated parties performing work are completely responsible for compliance with this Due Care Plan, the project HASP, the safe performance of all intrusive work, the structural integrity of excavations, proper disposal of fluids, control of runoff, and for damage to off-site properties and protected site features.

A **Contractor’s Disclosure Statement** summarizing the subject property due care requirements is attached hereto. Contractor and subcontractors conducting site work and subsurface activities at the subject property will be required to sign a copy of this disclosure prior to starting work and provide signed copy/copies to Owner prior to the start of Work.

WORK SEQUENCE

In general work shall be pursued in stages, following this sequence:

1. Prepare and submit a Work Plan, as well as Health and Safety Plan (HASP) in accordance with Specifications.
2. Conduct a pre-demolition conference call or meeting with Owner and QEP if applicable.
3. Submit all notifications and obtain all permits.
4. Verify all utility and miscellaneous piping locations. Verify all disconnects.
5. Coordinate and notify Owner and QEP- if applicable- of on-site work activities.
6. Conduct all necessary waste characterization and obtain all necessary approvals.
7. Remove all regulated asbestos, hazardous materials, and other materials banned from landfill disposal.
8. Liquids accumulated in building components, piping, site features, the sub grade areas or excavations shall be removed prior to demolition of buildings.

9. Conduct test pits or exploratory work for known or suspected USTs or hoists with oversight of Contractor's Site Supervisor/Competent Person and QEP if applicable, if necessary.
10. Abandon existing monitoring wells with oversight of Contractor's Site Supervisor/Competent Person and QEP, if applicable, if necessary.
11. Proceed with remaining demolition/removals.
12. Conduct backfill and site restoration.
13. Schedule final inspection and obtain approval.
14. Submit all documents, manifests, and other completion information to Owner and QEP, as applicable.

HEALTH AND SAFETY PLAN (HASP)

It is the Contractor's responsibility to develop a site-specific, HASP for all Contractor personnel. This HASP shall be specific to the site(s) and address the potential hazards associated with the Contractor's scope of work. The Contractor HASP shall acknowledge the information provided in this Due Care document, as well as environmental reports prepared for each property. The Contractor shall take all necessary precautions to assure that Contractor's personnel and Subcontractor's personnel under the Contractor's jurisdiction observe and abide by all applicable safety regulations while performing the work. The HASP must be provided to the GCLBA and QEP in advance of commencing work activities. The GCLBA and QEP may elect to review and comment on the HASP. The Contractor shall incorporate the comments or provide further clarification to resolve the comments.

SPILL/EMERGENCY CONTINGENCY PLAN

The Contractor and the Contractor's Site Health & Safety Officer (SHSO) are responsible for emergency response notification(s) in the event that an emergency occurs during demolition. Emergencies may include injury to personnel, fire, explosion, or an environmental material spill or release.

The Contractor is responsible for cleaning up all the leaks, spills from containers and other items on-site or off-site that occur, whether due to the Contractor's negligence or not. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. The Contractor shall notify the GCLBA, QEP, and appropriate governmental authorities of the incident. Cleanup shall be in accordance with applicable Federal, State, and local laws, as well as regulations at no additional cost to the GCLBA. Submit to GCLBA for review and comment, a Spill Contingency Plan for handling and transportation of solids, liquids, and hazardous materials.

The Plan shall address all the potential hazards, necessary actions to follow in case of spills, evacuation plan, and emergency phone numbers. The emergency response plan can be included as part of the HASP.

As appropriate, the fire department and other emergency response group must be notified immediately by telephone regarding the emergency. A list of emergency contact telephone

numbers must be posted prominently at the subject property (e.g., Contractor office trailer) and made readily available to all personnel at all times.

Additional post-incident response assistance may also be obtained from other sources, as directed by the GCLBA and QEP.

SITE SECURITY

Contractor is responsible for site security. Contractor shall install temporary 6 foot high chain link fence, equipped with locking gates. Contractor shall institute security measures to ensure unauthorized personnel do not enter site including, but not limited to:

- a) Installing 6 foot tall, chain link fence with lockable gates around entire perimeter of the Site.
- b) Manning gate(s) to prevent unauthorized entry to site;
- c) Requiring all employees, subcontractor(s), and authorized project personnel to sign in and out of site each day;
- d) Installing appropriate signage, including warning/caution and no trespassing signage on fence;
- e) Locking gates at end of each business day, holidays and weekends; and
- f) Installing temporary 4 foot plastic construction fence around all open excavations.

FUGITIVE DUST CONTROL

For the purposes of this document, Fugitive Dust is defined as “Particulate matter which is emitted into the outer air from outdoor processes, activities, or operations due to the forces of wind or human activity.” Fugitive Dust sources include, but are not limited to: unpaved roads; unpaved, non-vegetated areas; vehicle track out; material storage piles; construction related activities and demolition activities.

It is the Contractor’s responsibility to provide water necessary to suppress the generation of dust during the completion of demolition/earth work activities. This requirement involves the ***use of at least two hoses with sufficient water supply to provide dust control***. Contractor is required to provide proof of water source, and legality of use of the source to the Owner prior to the start of Work.

For projects within the City of Flint: 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:

- Only use hydrants sparingly. Contractor must notify the appropriate City of Flint water official prior to hooking up to a hydrant and acquire approval.
- Meter(s) should not be moved from hydrant to hydrant by Contractor. Contractor is to strategically select one hydrant adjacent to the Site and approved by the City of Flint. 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 Owner.

Contractor must provide dedicated on-site water truck(s) with a minimum of two hoses and/or commercial dust suppression mister (i.e. Dust Boss). The truck will be equipped with and/or connected to a water cannon or mister, capable of spraying water directly onto structure being demolished, off-road areas, including haul roads, excavations, and stockpiles.

The Contractor shall apply water to prevent visible dust emissions from the site. Dust generation will be kept to a minimum by implementing additional control measure including, but not limited to:

- Minimize agitation or disturbance activities where possible.
- Conduct activity on less windy days.
- Reduce wind effects with windbreaks where practicable.
- Apply water to potential dust area.
- Establish a truck and wheel wash at the entrance/exit to the Site.
- Provide an area of crushed stone or gravel at the entrance/exit of the Site
- Clean up trackage and spillage on roads immediately.
- Cover stockpiled soil with plastic sheeting.
- Require tarpaulins for all haul vehicles.

Ambient air monitoring shall be conducted by the Contractor (at their own expense) at the perimeter of the subject property to demonstrate that no unacceptable exposures result from emissions of dust from intrusive site work activities. Analytical results to be provided to Owner upon request or with Payment Request Packet.

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

DEWATERING REQUIREMENTS

If dewatering is required to perform Work (including open-hole inspections), Contractor shall apply for and obtain discharge permit or transport and dispose of water at Owner approved disposal site. Non-permitted discharge to land, sanitary and/or storm sewer system is expressly forbidden. Contractor shall be responsible for all costs associated with dewatering including:

- Pumping;
- Temporary Storage;
- Application/Permit Fees;
- Transportation;
- Sampling/Analysis; and
- Discharge/Disposal Fees.

A groundwater surface water interface (pond, wetland, ditch) shall not be created on the subject property

WASTE MANAGEMENT

Contractor is responsible to sample, analyze, characterize, containerize, transport and dispose at Owner approved TSDF, all waste generated from performance of the Work in accordance with Contract Documents, state, local and federal rules and regulations (referenced below).

Regulatory References

Federal:

- Resource Conservation and Recovery Act (RCRA), 40CFR, Parts 260-279;
- Department of Transportation, 49 CFR Parts 100-199;
- Toxic Substance Control Act (TSCA), 40 CFR, Part 76;
- Occupational Safety and Health Act (OSHA), 29 CFR, Part 1926.

State:

- Natural Resource and Environmental Protection Act (NREPA), PA 451:
- Part 169 (Scrap Tires);
- Part 121 (Liquid Industrial Wastes);
- Part 111 (Hazardous Waste);
- Part 167 (Used Oil);
- Part 147 (PCBs);
- Part 171 (Battery Disposal)
- Part 31 (Wastewater); and
- Part 55 (Air Pollution Control).

Waste Streams

The following waste streams may be generated during completion of the Work and shall be characterized, containerized, transported and disposed in accordance with Contract Documents and :

- Universal Wastes;
- Hazardous Wastes;
- Scrap Tires;
- Asbestos Wastes;
- Liquid Industrial Wastes; and
- Demolition Debris.

Soil and groundwater wastes are not anticipated to be generated during completion of the Work. If soil is excavated and cannot be utilized at the Site, Contractor shall conduct the following activities, including but not limited to: place excavated soil on plastic sheeting and cover soil with plastic sheeting or place soil in lined, roll-off boxes equipped with cover pending removal from the Site. Contractor shall collect representative samples of the soil and submit the samples to an accredited laboratory for TCLP VOC's, SVOC's, and 8 RCRA metals analysis. If analytical results indicate soil is characteristically hazardous soil must be disposed of at hazardous waste disposal site. If analytical results indicate soil is not characteristically hazardous, it must be disposed of at Type II, municipal landfill as contaminated soil (C-Soil). Off-site reuse of soil is expressly prohibited.

If Groundwater is generated during the Work, Contractor must collect representative sample of water, and submit sample for analysis required by discharge permit application and/or TSDF. Contractor shall provide onsite temporary storage tank(s) with sufficient capacity to store water until obtaining discharge permit or TSDF approval.

RECORD KEEPING

The Contractor shall maintain necessary records to demonstrate that all inspections, testing, material disposal, and other requirements as described in the preceding sections was performed in accordance with Contract Documents, including the Technical Specifications and all applicable Federal, State, and local regulations. An example waste tracking log is provided in Appendix 6. Contractor shall submit all inspections, testing, material disposal, and other required documents

At the conclusion of disposal activities, the Contractor shall provide a compilation of all disposal documentation to the Owner. Documentation will, at a minimum, include records of all disposal facility, the type of materials disposed, the quantity of materials transported (e.g., manifests), and the quantity of materials disposed (e.g., weigh scale tickets), quantities of materials reused on-site, quantities of imported materials/backfill, permits, licenses, and regulatory inspections and correspondence. The Contractor will also be responsible for maintaining copies of all documentation for a minimum of three years after the completion of demolition activities.

UNFORESEEN CONDITIONS/CONTINGENCY PLANNING

Based on the Owner's due diligence activities, contaminated groundwater and soil have been identified at the site(s) that exceed MDEQ/EGLE RCC. Therefore, the subject property meets the definition of a facility, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

Underground Storage Tank/Tank/ Hydraulic Hoist Removal

The potential exists that UST's/ Tanks may be present at the site. Contractor shall provide all labor, equipment, supplies, materials, and incidentals to conduct the removal and proper disposal of all above ground storage tanks (ASTs), USTs, hydraulic hoists, or similar vessels known or discovered at the subject property. Unknown storage tanks are assumed to contain non-hazardous water, solids, and/or recyclable petroleum product. Hydraulic hoists are assumed to contain non-hazardous oil and/or water with PCB content less than 50 parts per million (ppm). Contract Change Order will be considered for hazardous waste or PCBs above 50 ppm.

Contractor will be responsible for all waste characterization sampling with oversight and approval of QEP. Contractor is responsible for all laboratory analytical fees. For bidding purposes, contents should be assumed non-hazardous. QEP has the right to reject or require Contractor to redo any work or sampling conducted without the QEP present.

The tanks and piping shall be emptied of all fill materials, liquids, and sludge and purged of all vapors prior to cutting, movement, and/or transport. Piping shall be emptied of all liquid and sludge, purged and capped, and removed from the ground. Storage tank piping must be

removed in its entirety. Any associated concrete anchors, vault, or tunnels shall be removed as part of the work.

- Contractor shall exercise due care when excavating/demolishing the concrete/asphalt parking lot, driveways/approaches, and the building's slab. Contractor shall limit depth of excavation required to remove concrete/asphalt parking lot, driveways/approaches, and sidewalks as to disturb the minimum amount of soil and minimize the potential of unearthing UST/Tank and ancillary equipment and/or causing a UST/Tank release.
- If evidence of UST(s)/Tank(s) are discovered including, but not limited to: product or vent lines, fill caps, conduit, UST(s) or free product. Contractor shall stop work in that area and notify the Owner and an Environmental Professional immediately. Contractor may be required to carefully excavate soil in vicinity of suspected UST(s)/Tank(s) to further investigate if UST(s)/Tank(s) is/are present, its/their size and its/their contents.
- In the event that UST/Tank and/or free product is discovered, Within 24 hours of discovery, Contractor shall: be prepared to subcontract or self-perform the pumping, cleaning, and removal of UST; and containerize, characterize, transport and dispose of waste generated from the UST/Tank activities. Contractor shall provide a temporary aboveground storage tank, with sufficient capacity to hold UST/Tank contents until, contents have been characterized, profiled and approved for disposal. UST/Tank contents cannot be stored in vacuum truck, unless it is stored at no cost to Owner.
- If release from UST/Tank is caused by Contractor's activities, Contractor will be responsible to minimize release to environment by immediately (within 8 hours of discovery) pumping liquids from tank and subsurface, into portable on-site storage tank, and excavating soils impacted by release and placing soils in lined cover roll-off box, and retaining environmental consultant to prepare required regulatory notifications, report and collect verification of soil remediation (VSR) samples for analysis, at no cost to Owner.
- If release from UST/Tank is not caused by Contractor's activities, Contractor will be responsible to minimize release to environment by immediately pumping liquids from tank and subsurface into portable on-site storage tank, and excavating soils impacted by release and placing soils in lined cover roll-off box.
- Contractor shall assist QEP with soil sample collection, if requested.

Spills

If Contractor causes a spill during equipment refueling, equipment maintenance, equipment malfunction, collection of universal wastes/hazardous materials or any other activity. Contractor shall immediately notify Owner and EP and begin spill clean-up activities to minimize impact to the Site. Contractor shall immediately place contaminated materials in appropriate containers and collect representative sample(s) for waste characterization analysis. Upon receipt of analytical results Contractor shall profile, transport and dispose of contaminated materials. Additionally, Contractor shall retain an environmental consultant to collect verification of soil removal samples in accordance with MDEQ/EGLE requirements, and submit required reports. Spill shall be cleaned up to Owners/EP satisfaction and in accordance with

MDEQ/EGLE requirements. All costs associated with spill clean-up, assessment, transportation and disposal will be the responsibility of the Contractor.

DUE CARE CHECKLIST

IFB #	
CONTRACTOR:	CONTACT PERSON:
TO BE SUBMITTED WITH BID. Contractor's Site Supervisor/Competent Person:	
COMPETENT PERSON NAME:	
	<ul style="list-style-type: none"> ▪ Years of experience in Management and implementation of environmental construction activities and plans. List examples of projects: <ul style="list-style-type: none"> ○ ○ ○
	<ul style="list-style-type: none"> ▪ Years of experience in Identification and management of environmental contamination and hazardous materials. List examples of projects: <ul style="list-style-type: none"> ○ ○ ○
	<ul style="list-style-type: none"> ▪ Years of experience in Conducting construction activities and/or environmental cleanup at contaminated properties List examples of projects: <ul style="list-style-type: none"> ○ ○ ○
TO BE SUBMITTED WITH BID. WORKERS. For each employee that will be on site provide proof of recent:	
	<ul style="list-style-type: none"> ▪ Lead awareness ▪ HAZWOPER ▪ Asbestos awareness/abatement licences
TO BE SUBMITTED WITH BID. HASP INCLUDES:	
	<ul style="list-style-type: none"> ▪ Acknowledgement of Due Care Obligations and Environmental Reports
	<ul style="list-style-type: none"> ▪ Spill/Emergency Contingency Plan
	<ul style="list-style-type: none"> ▪ Identification of Water source for Fugitive Dust Control
	<ul style="list-style-type: none"> ▪ Fugitive Dust Control Plan identifying: <ul style="list-style-type: none"> ○ Specific measures necessary to ensure impacted soil does not leave the site during performance of the Work including but not limited to: demolition, stockpiling, and transportation.
	<ul style="list-style-type: none"> ▪ Identifies company completing ambient air monitoring at perimeter of demolition
TO BE SUBMITTED WITH BID. WORK PLAN INCLUDES:	
	<ul style="list-style-type: none"> ▪ Address specific schedule with sequence of work including a listing of all materials to be removed and any that will remain
	<ul style="list-style-type: none"> ▪ Sampling and analysis protocols- identification of business that will conduct sampling and analysis if necessary.
	<ul style="list-style-type: none"> ▪ Quality Control protocols

TO BE SUBMITTED PRIOR TO AWARD WORK PLAN INCLUDE

Before an award is made, bidders likely to be awarded a contract may be requested to supply the following:

- ☐ *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.
- ☐ Insurance Accord for sub-contractors listing the GCLBA and Contractor.
- ☐ Supply appropriate worker ☐ Certs/Licenses and ☐ Proof of Medical Monitoring
- ☐ Contractor Disclosure Statement for each worker that will be on site
- ☐ Backfill & Top Soil Sampling Forms - Statement of confirmation that backfill and top soil is below MDEQ/EGLE 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*)

Bidders that are unable to produce these documents will not be awarded a contract.

CONTRACTOR DISCLOSURE STATEMENT

IFB #: 21-004 1014 GRAHAM RD.

This Contractor Disclosure Statement serves as the Genesee County Land Bank Authority's (Owner) notification to Contractors, that certain commercial properties where demolition is to occur are known or suspected to be contaminated. Environmental investigations have been completed at each property. At minimum, a Phase I Environmental Site Assessment (ESA) has been completed at each property. Based on the former operation of the properties for commercial purposes recognized environmental concerns (RECs) have been identified. The RECs indicate the presence or potential presence of environmental contamination on the subject property. In some cases, subsurface investigations have been completed to evaluate these RECs.

Sites with RECs are more likely to have environmental contamination; however, site work at all properties shall proceed with caution and be conducted in accordance with the Environmental Construction Management Plan Obligations document. RECs include, but are not limited:

PARCEL-NO	Address	Dir	Street	REC description	Environmental Report Summary
07-15-501-038	1014		GRAHAM RD*	Phase I RECs: The subject property operated as a gasoline filling station from 1968 to 2013. Three 10,000- gallon gasoline USTs, one 2,000-gallon fuel oil UST, and one 500-gallon fuel oil UST remain onsite. The subject property is currently listed as an open LUST site. During the completion of a 2015 subsurface investigation, concentrations of VOCs and PNAs were identified within on-site soil and groundwater samples in excess of the MDEQ/EGLE Generic RCC.	Pre-demolition Hazardous Material Survey- ECT 7/8/2019; Phase I ESA- AKT Peerless 5/8/2017; UST Removal Activities- AKT Peerless 8/8/2017; Leaking Underground Storage Tank Closure Report- ECT on behalf of EGLE 2021; Restrictive Covenant

The following represents the conclusions of UST System Removal Activities Report:

CONCLUSIONS AND RECOMMENDATIONS

AKT Peerless oversaw the removal of the UST system located at 1014 Graham Road in Flint, Michigan. The USTs were removed and subsequent site assessment activities were completed in accordance with MDEQ and LARA requirements. Based upon laboratory analytical results, a confirmed release was reported to LARA due to concentrations of ethylbenzene, toluene, and xylenes within on-site soil. Further, due to concentrations of ethylbenzene and xylenes identified within on-site soil excess of the MDEQ RCC, the subject property meets the definition of a facility under MDEQ Part 201/213. Due to facility status of the subject property, AKT Peerless recommends compliance with Section 20107a of Part 201, Environmental Remediation, and Section 21304c, Leaking Underground Storage Tanks, of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). These obligations include:

- Undertake measures as are necessary to prevent exacerbation of existing contamination; Exercise due care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and allow for the intended use of the facility in a manner that protects the public health and safety;
- 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;
- Provide notifications to the MDEQ and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable;
- Comply with any land use or resource use restrictions established or relied on in connection with the response activities at the facility; and
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

Please note that ECT was retained by Michigan Department of Environment, Great Lakes and Energy to conduct corrective action activities after the UST removal activities took place. A summary of ECT's activities and the results of ECT's investigations are summarized in the files labelled "Mobil Grahm Closure Rep 11-3-20 Part 1" and "Mobil Grahm Closure Rep 11-3-20 Part 2" available on www.box.com. These investigations ultimately culminated in the recording of a restrictive covenant for the site, a copy of which is also available for contractor review on www.box.com. These reports further define and identify the concentrations, locations, and quantities of chemicals of concern and impacted materials on site. Contractors are to review the closure report and restrictive covenant.

The following represents the conclusions of the Asbestos and Hazardous Material Survey:

ECT has performed this assessment in accordance with AHERA guidelines that require suspect materials be identified, located, documented, and classified. The following table provides a summary of ACMs associated with the Building (excluding the bathroom):

Material	Location	Approximate Volume	Type	Condition
Gray Window Panel Caulk	West Exterior Wall	50 linear feet	Miscellaneous Category II Non-Friable	Slightly Damaged

The Building may be demolished after the Category II Non-Friable asbestos material is abated using standard construction practices. In addition, the Building may be demolished after the following wastes have been disposed pursuant to State of Michigan requirements:

Units	Description
Unknown	Underground Storage Tanks
1	55-gallon Drums or Bulk Hazardous Substances
1	Ventilation/Air Conditioning Units

Although not identified in the scope of this assessment, GCLBA has an obligation to advise the contractor that lead-based paint is suspected to be associated with the demolition materials that are painted and cannot be recycled. Additionally, the bathroom should be made accessible to allow for appropriate visual inspection and any necessary sampling.

Soil and/or groundwater contamination has been identified in excess of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994; Part 213 Ground-Surface Water Interface (GSI) Risk Based Screening Level (RBSL); and Part 213 Drinking Water (DW) RSBL. Therefore, Contractor is to take care in the handling of all soil and groundwater throughout the property(ies). Additionally, Contractor (including subcontractors) shall assume painted building materials contain detectable levels of lead, and/or cadmium, and/or chromium.

Due to the presence of known or suspected environmental contamination, the Contractor shall take all necessary precautions as required by laws, regulations and the contract documents for protection of the Contractor's personnel, as well as the adjacent properties.

The Owner may retain a Qualified Environmental Professional (QEP) for the project. If applicable, the QEP shall provide independent oversight to ensure that all environmental due care/environmental construction management plan obligations are being met during demolition. The QEP shall provide oversight of all invasive demolition activities including but not limited to work with subsurface infrastructure, foundation removal, opening monitoring wells or sewers, handling of existing soil, sediments, or groundwater, and storage tank removal activities. The QEP must be made aware and provided the opportunity to conduct independent oversight/observation during all soil disturbance and subsurface demolition/ construction/ excavation activities to ensure proper material handling, disposal, and site restoration protocols

are followed. In the absence of a QEP retained by Owner, Contractor is responsible for selecting and competent individual to conduct these activities. ***QEP/ Owner must be provided at least 48 hours notice prior to the Contractor undertaking any activity as defined herein.***

A Due Care Obligations document was prepared to provide guidance to the Owner and the Contractors for the management of contaminated soil, sediments, storm water and groundwater (if encountered) at the subject property. The Due Care Obligations document describes the recommended policies and procedures to: protect human health and the environment; manage soil/groundwater, and to ensure due care responsibilities for the subject property are met during the demolition and site restoration activities.

By signing the Disclosure Statement, Contractor (and its subcontractors) understand that the site is a facility under Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended and under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 et seq., and that Contractor agrees to comply with Owner's Due Care Obligation responsibilities including, but not limited to:

- All soil generated from performance of the Work at the Site shall be managed by: redistribution of soil on the Site in a manner that is compliant with the Owner's Due Care Obligations responsibilities or removal from the property to an appropriately licensed, Owner/QEP approved landfill. Off-site reuse of soil is expressly forbidden.
- Subsurface work activities cannot result in a new release, exacerbation of existing contamination, or any other violation of laws and regulation.
- Groundwater shall not be utilized for construction purposes or for obtaining potable water.
- All demolition work is to be conducted utilizing safe work practices. Contractor is responsible for all worker protection and monitoring. Contractor shall not cause or contribute to any contamination on the subject property as a result of their work.
- Contractor is responsible for all necessary waste characterization. Collect representative samples to the extent required by the approved off-site disposal facility receiving the material. All analytical testing and fees required shall be paid for by the Contractor and is incidental to the Contract.
- Contractor is responsible for all necessary permits, licenses, coordination of waste profiles and manifests, submittal of all notices, notifications, and associated fees.
- 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.
- Contractor is responsible to conduct all air monitoring necessary to demonstrate compliance with worker and public safety protection and applicable laws and regulations.
- Due to the presence of contaminants at concentrations, which exceed Part 201/213 cleanup criteria and screening levels, excavation on the property should be restricted except for authorized licensed, trained, and insured Contractors.

- All activities will be conducted under Contractor's Health and Safety Plan (HASP). Any contractors working with materials containing potentially hazardous substances shall prepare a HASP, which will include, at a minimum, emergency contact numbers, hospital locations, personal protective equipment (i.e., gloves, boots, coveralls, etc.), monitoring, and decontamination procedures. ***The HASP must be read and signed by all workers assigned to the project.***
- Precautions must be taken to ensure that impacted soils are not exacerbated and are separated from the public. Should subsurface soil become exposed, through demolition/excavation activities, appropriate action must be taken by the Contractor to prevent an unacceptable risk to the public health or degradation of the environment. Appropriate actions include: (1) promptly returning impacted soil to the excavation, (2) removing the impacted soil to a proper disposal facility, and backfilling with clean fill material, (3) covering exposed soil with tarps or clean fill material, (4) properly managing soil through the use of erosion controls, etc. to prevent contaminated soil runoff, (5) implementation of a dust management plan, and/or (6) prevent track-off of soils to public right of ways and roadways.
- Due to the presence of contamination, procedures must be developed and implemented to protect against fugitive dust emissions. Plans should include specific measures necessary to ensure impacted soil does not leave the site during performance of the Work, including but not limited to: demolition, stockpiling, and transportation.
- Contractor must ensure that contaminated soils are protected from rainfall and storm water. Exposed subsurface soil generated by excavation, grading, etc., may leach contaminants when exposed to storm water. Contractor shall utilize appropriate actions to prevent leaching of contaminants due to storm water by: promptly returning impacted soil to the excavation; disposing of soil to a proper disposal facility, and backfilling with clean fill material; covering exposed soil with clean fill material; covering impacted material with plastic sheeting; and/or placement of impacted soil beneath an on-site berm, paved area or other impermeable cover, approved by Owner/Qualified Environmental Professional (QEP).
- Soil must be handled in a manner that prevents erosion and runoff to a surface water or beyond the property boundary. Soil erosion and sedimentation control plans shall be followed for construction activities. Erosion controls must be utilized: around the perimeter of the Site; around any areas where excavated soil is stockpiled; and around catch basins/manholes.
- All soil that is not re-used on site will be disposed of at an approved landfill. In no instance is soil to be transported off-site other than to an appropriate Type I or Type II landfill.
- Erect 4 foot tall construction fence around all open excavations.
- Promptly fill excavations, below grade areas or voids to ensure water does not collect within the area. If excavations remain open and groundwater accumulates in the excavation, all groundwater must be handled as described in the following paragraph. If surface water from precipitation accumulates in below grade areas, the water must be handled as described below and treated as if it is contaminated. Analytical testing may

be conducted to confirm the presence of contamination within accumulated water. If contamination is present in accumulated surface water at concentrations exceeding groundwater surface water interface criteria, any such surface water must be handled in accordance with protocols described in the following paragraph. If contamination is below groundwater surface water interface criteria, it may be discharged as acceptable to local, state, and federal regulations. Characterization must be conducted prior to each potential discharge event.

- Dewatering must be conducted in accordance with the Contract Documents, including the Technical Specifications, the Due Care Obligations document, and applicable rules and regulations. If dewatering is required for open-hole inspections, for proper placement and compaction of backfill, and/or for any other reason, water must be properly characterized, transported and disposed in accordance with applicable rules and regulations, or water shall be discharged to storm or sanitary sewers after discharge permit is obtained from local municipality/agency (sanitary sewer) or the EGLE (storm sewer).
- If dewatering is conducted prior to obtaining disposal site approval or obtaining discharge permit, water must be pumped into "Frac" tank or other suitable storage container(s) until disposal site approval is received or discharge permit is obtained. Water is not to be discharged from the property in any manner other than described herein or as approved by local, state, federal authorities.
- A groundwater surface water interface shall not be created on the subject property.
- Hazardous substances and petroleum products, including fuel for heavy equipment shall not be stored at the Site without controls (double walled tanks, secondary containment, locked secure location, signage, etc.). If Contractor conducts refuelling or equipment maintenance activities at the Site, Contractor shall install temporary engineering controls to prevent a spill/release during refuelling or equipment maintenance. If a spill /release occurs Contractor must perform the following response activities: notify the Owner and QEP immediately; implement immediate measures to minimize impact to environment; retain environmental consultant to submit regulatory required release notifications/reports, conduct VSR sampling and analysis, and prepare required report(s) for submission to EGLE; properly characterize, transport and dispose of media impacted by release. All release/spill response activities shall be at no cost to owner.
- Any buried abandoned containers (i.e. USTs, drums, pipelines, etc.) that are discovered during construction must be appropriately characterized and removed. Any abandoned containers that are discovered should not be disturbed and any activities that could result in damage to buried containers ceased. Construction activities should not resume until the abandoned container(s) are properly assessed and removed.
- **Although UST removal activities and additional corrective actions were conducted at the Site**, storage tanks or abandoned containers may be present at the property. Contractor shall perform exploratory excavations/test pits under the direction and oversight of the QEP to determine the presence or absence of USTs and/or hoists. Notify QEP 48 hours in advance of exploratory excavations/test pits.

- Precautions to prevent the reasonably foreseeable acts or omissions of a third party will be implemented. Contractors shall keep unauthorized persons off the Site during the Work by: installing and maintaining 6 foot chain link fence around property perimeter, with lockable gates and appropriate signage. Site visitors must be informed of Site hazards and must be equipped with Personal Protection Equipment (PPE), in accordance with Contractor HASP, prior to accessing the Site.
- Subcontractors working at the Site are required to review and sign disclosure statement.
- Subcontractors will not be brought onto the property without oversight of the authorized contractor and completion of this disclosure statement.
- Concrete debris, and equipment impacted with oil or other contamination should be handled and disposed in accordance with applicable regulations. Soil shall be segregated from recyclable materials and left on-site. Oil stained or painted/coated concrete, or concrete mixed with contaminated soil cannot be recycled and must be disposed appropriately in accordance with applicable laws and regulations. Contractor shall provide all labor, equipment and materials to segregate soil from recyclable debris.
- Contractors and workers must possess proper experience, training, licensing and PPE to perform site activities.

We have read, understand, and will conduct site work in accordance with this Disclosure Statement and the Due Care Obligations document.

Name and Title

Signature

Company

Date