



Genesee County Land Bank Authority Blight Elimination Program

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

BID NUMBER: #LB: 24-004

DUE DATE: Tuesday, April 30, 2024 at 3:00 pm EST



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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 bids from pre-qualified contractors added to GCLBA's Bidder's List that are 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:

- Michigan State Land Bank Blight Elimination Grant Funding
- City of Flint Corona Virus State And Local Fiscal Recovery Fund (SLFRF)/American Rescue Plan Act (ARPA) Funding
- Genesee County Corona Virus State And Local Fiscal Recovery Fund (SLFRF)/American Rescue Plan Act (ARPA) Funding
- Charles Stewart Mott Grant Funding

Only firms/contractors that are pre-qualified and have been added to GCLBA's Bidder List can respond to IFB's issued by the GCLBA. GCLBA does include firms/contractors that are not on the Bidder's List in emailed notifications of bid opportunities in an effort to keep as many firms as possible informed about potential bidding and subcontracting opportunities. Receipt of an email notification of a bidding opportunity does not mean you or you firm/company are pre-qualified to submit bids for consideration of potential contracts.

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

Pre-qualified demolition contractors may submit bids for the Scope of Work defined in this IFB. GCLBA is accepting Pre-qualification Applications on a rolling basis. The only time there is a deadline associated with Pre-qualification submittals is when they are submitted with the intention of Pre-qualifying for a specific bid that has been let. For more information regarding Pre-qualification applications as they relate to specific bids, please visit GCLBA's Contracts and Bids page: https://www.thelandbank.org/contracts_bids.asp. Contracts resulting from the IFB will be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price.

The above-referenced project is a federal funded activity authorized under the Corona Virus State And Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with the federal labor standards, including the Copeland Anti-Kickback legislation, and federal equal opportunity requirements. GCLBA uses the terms "Corona Virus State And Local Fiscal Recovery Fund" (SLFRF) and "American Rescue Plan Act" (ARPA) Funding interchangeably.

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 Invitation for Bids.

“Bidders” means the companies or individuals that submit bids in response to this IFB. The Bidder shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this IFB document. “Contractor” means the Bidder whose bid submitted in response to this IFB is selected for award of a contract.

All Bidders and Contractors, their representatives, employees, and subcontractors are expected to maintain a friendly and professional demeanor whenever interacting with the public, Genesee County Land Bank, or any representative of an enforcement agency or regulatory authority. This includes interactions among Bidders and Contractors at bid openings and in the execution of any such work contracted by GCLBA. Bidders and Contractors that violate this code of conduct may be subject to consequences.

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

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

BID REQUEST NUMBER: #LB: 24-004

DUE DATE: Tuesday, April 30, 2024 @ 3:00 pm EST

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

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

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

Participation Goals

GCLBA is seeking to encourage participation by entities who are Minority-Owned/Woman-owned/Disadvantaged (MBE/WBE/DBE) and Section 3 business enterprises.

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

MBE/WBE participation goals for ARPA funding are as follows:

6.9% for WBEs and 15.3% for MBEs.

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

HUD established nationwide benchmarks for work performed by tracking the labor hours. The two benchmarks are (1) twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and (2) five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by Targeted Section 3 workers. The five percent is within the twenty-five percent. The labor hours reported must include any labor hour charged against the budget of the project.

For additional information on Section 3 please refer to Attachment E and the following links:

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

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

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, GCLBA reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structure(s) from the award and reduce the price by the Contractors' bid for that structure(s). 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, MDOT, and DCH), and any other or relevant local regulations and standards that may apply.

SLFRF/ARPA funded projects must additionally comply with requirements outlined in GCLBA's SLFRF/ARPA agreements with the City of Flint and Genesee County as applicable.

Genesee County Land Bank Authority (GCLBA) has compiled some helpful information around compliance for active contractors on the Contracts and Bids page that can be accessed with the following link: https://www.thelandbank.org/contracts_bids.asp. Under "Other Resources for Active Contractors" Bidders may find links to help with compliance with Soil Erosion permit/waiver applications, Tire Hauler licensing, dewatering requirements for the City of Flint, Genesee County Frost Laws and more.

By way of example, but not exhaustive, all work must comply with the following regulatory requirements:

1. Federal Laws and Regulations:
 - a. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - b. 40 CFR Protection of the Environment including but not limited to parts:
 - i. Parts 239 through 282 - Resource Conservation and Recovery Act (RCRA), as amended
 - ii. Part 260 - Construction Hazardous Waste Management Systems
 - iii. Part 261 - Identification and Listing of Hazardous Wastes
 - iv. Part 262 - Standards Applicable to Generators of Hazardous Wastes
 - v. Part 263 - Standards Applicable to Transporters of Hazardous Wastes
 - vi. Part 264 - Standards for Hazardous Wastes TSDF SLBAs and Operators
 - vii. Part 265 - Interim Standards for Hazardous Wastes TSDF SLBAs and Operators
 - viii. Part 270 - Hazardous Waste Permits
 - ix. Part 763- Asbestos
 - c. 41 CFR Public Contracts and Property Management, including but not limited to parts:

- i. Part 60
 - d. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction
 - e. OSHA 29 CFR 1910 – Occupational Safety and Health Standards
 - f. OSHA 29 CFR 1926- Construction Industry Standards
 - g. Federal Labor Standards and Provisions (Form HUD-4010) as applicable
- 2. State Laws and Regulations:
 - a. Michigan Public Act 135 – Asbestos Abatement Contractors Licensing Act
 - b. Michigan Public Act 451 Natural Resources and Environmental Protection Act, including but not limited to the following parts:
 - i. Part 91 – Soil Erosion and Sedimentation Control, as amended
 - ii. Part 111 - Hazardous Waste Management, as amended
 - iii. Part 115 - Solid Waste Management as amended
 - iv. Part 121 - Liquid Industrial By-Products
 - v. Part 169 – Scrap Tires, as amended
 - vi. Part 201 - Environmental Remediation, as amended
 - c. Michigan Public Act 154 - Michigan Occupational Safety and Health Act (MIOSHA)
 - d. MIOSHA Part 602 Asbestos Standards for Construction, as amended
 - e. MIOSHA Part 603 Lead Exposure in Construction, as amended
 - f. Michigan Public Act 174, Miss Dig Underground Facility Damage Prevention and Safety Act
 - g. Michigan Public Act 299 – Occupational Code Article 24
 - h. Michigan Public Act 440 of 1988 "Asbestos Workers Accreditation Act"
- 3. Local Laws:
 - a. Genesee County and any applicable municipality in which the Work is to take place
- 4. Other rules and regulations:
 - a. Executive Orders 11246 as amended
 - b. HUD Section 3 as applicable with HUD Funded Projects
 - c. Genesee County ARPA Agreement Attachments E & F: Minority/ Women Business Enterprise Procurement Procedures and Genesee County MBE/ WBE Outreach Report

PROFESSIONAL SERVICE REQUIREMENTS

Scope of Work

The purpose of this project is to provide abatement, demolition, waste disposal, and site protection and restoration of blighted and/or dangerous structures located in the City of Flint and Genesee County. Bidders 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. Further, no payment adjustments in excess of contracted amounts shall be made by the GCLBA without written authorization being provided prior to undertaking any additional work for which a contractor may seek reimbursement. 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. These activities are to be performed in compliance with all relevant rules and regulations and specifications attached hereto.

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.

We utilize www.box.com to share information with and receive information from bidders and/or contractors. Prospective bidders will want to create an account with Box to be able to review pertinent data regarding bids, such as environmental reports. It is anticipated that a **free individual account** should suffice. We do not require bidders or contractors to purchase a plan through Box.com.

In order to prepare a responsive bid, bidders must 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 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.

Any Contractor utilizing a subcontractor to achieve any of the work outlined in the scope of work is required to complete "Genesee County MBE/WBE Outreach Report" for each scope subcontracted. Additionally, GCLBA must be provided proof of appropriate certifications and insurances along with the prime contractor's request for subcontractor approval. Contractors are expected to manage their subcontractor(s) to fulfill the indicated scope. Contractor(s) will be held responsible for all work performed by their subcontractor.

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

SELECTION PROCESS

A Review Team selected by GCLBA 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 Invitation For Bids (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 proposal, the Review Team 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 if the award is not made to one of the three 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 submittal requirements defined below. Submittals that do not meet the defined criteria may be rejected.

The work under this solicitation and any resulting contract is **not** covered by Section 3, though GCLBA wishes to encourage the utilization of Section 3 businesses and residents.

SUBMITTAL REQUIREMENTS

A. Instructions to Bidders

1. Responses to this IFB are due no later than indicated under IMPORTANT DATES. It is important for bidders to plan appropriately so that bids will be received at the office prior to the due date and time. 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 the GCLBA staff indicated under QUESTIONS.
A public bid opening will be held immediately following the due date and time, unless otherwise noted in bid documents.
2. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this IFB, shall be made by and through the contact referenced in this solicitation. **No contact regarding this solicitation made with other GCLBA employees is permitted. Any violation of this condition may result in the immediate rejection of application.**
3. The GCLBA "Request for Applications for Demolition/Abatement Contractor Pre-qualification" and bidders submittals are an integral part of the bidding process. Being pre-qualified, it is assumed that Bidders have read, understood, and accepted the Terms and Conditions contained there in.
4. The GCLBA requires a signed Bidders Insurance Checklist (attachment A) with each proposal submitted. Insurance coverage required per the specifications governing work must be provided prior to any contract starting date and kept in full effect and compliance during the entire contract period. GCLBA must be listed as additionally insured. Failure to comply with these provisions will cause termination of the contract.
5. Prospective bidders shall be responsible for routinely checking the Genesee County Land Bank website at <http://www.thelandbank.org> for issued addendum and other relevant information. GCLBA shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this Invitation for Bids.
6. Bidders agree to be responsible for any loss or damage to property or persons due to the performance of services described in IFB, and if contracted further agree to protect and defend the Genesee County Land Bank Authority against all claims or demands whatsoever, and to hold the GCLBA harmless from any loss or damage resulting therefrom.

7. 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.
8. Before submitting a bid, each Bidder shall inspect the site(s) of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. They will be held responsible for having compared the premises with drawings, available information, and specifications, and to have satisfied themselves as to all conditions affecting the execution of the work.
9. 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.
10. 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.

B. Required Qualifications of Bidders

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

1. **Submittal Format:** One (1) original, one (1) additional copy of Invitation for Bids (IFB) response, and one flash drive containing a PDF **copy of the required documents in a clear, legible, 12 point font, and 8.5 by 11 inch format.** The original must include an original signature on the Signature Page of the person authorized to make a binding offer. All submittals become the property of the Genesee County Land Bank Authority (GCLBA). The GCLBA will not photocopy your applications for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your application.
2. **Evidence of GCLBA Pre-qualification Approval:** Bidders must documentation showing that the respondent is pre-qualified by GCLBA and added to the Bidder's List in order to be considered for potential contract. Evidence or Pre-qualification must not be more than one year old.
3. **Letter of Interest:** Provide a Letter of Interest stating your interest in completing the Work represented in the bid documents and verifying whether there have been any changes in organizational structure from date of most recent pre-qualification. Explain any changes, including staffing changes, as necessary and ensure GCLBA has updated submittals. State your understanding of the work to be undertaken, to include requirements to be followed specific to the funds paying for the project. Please explicitly state the funding source and any identified funding regulations in your statement of understanding. Every IFB states funding sources under Overview Section.

4. Bidding Checklist: Provide a completed bid specific Bidding Checklist as can be found on pages 14 and 15.
5. Evidence of Insurance: The Bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, for Professional Services Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence. The Bidder must also have Pollution Liability insurance for projects potentially involving the removal and disposal of waste or storage tanks or impacted soils. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. **(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured for all contracts.**
6. Bid Tender and Attachments: Bidders must complete and submit **all** IFB/RFP Attachments. Bids submitted with incomplete or misleading information may be rejected.
7. Bid, Performance and Payment Bond: Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and **a Performance Bond and Payment Bond**, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. **Bond requirement shall be increased consistent with any contract amount increase.**
8. 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. Certificates must be issued by LARA (webpage printouts are not acceptable), and they must be as recent as possible, and no older than one year.**
9. Active Sam.gov Registrations/ UIE number: Some federal funding sources require successful bidders to be actively registered- and not excluded- with SAM.gov. On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). When indicated on the Submittal Requirements Checklist, documentation of active registration and non-exclusion must be submitted with bid documents for bids to be considered for award.
10. Verification that Pre-qualification documents on file with GCLBA are up to date: For each of the following items, indicate that last date of submittal and expiration date:
 - a. Evidence of Financial Stability
 - b. Michigan Builders or M&A –Home Wrecking License for Company
 - c. Qualifying Officer's Michigan Builders or M&A –Home Wrecking License
 - d. Asbestos License & Certificate

11. Other State License and or Certification:

- a. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
- b. Lead Awareness certificates for workers
- c. EGLE/MDEQ Scrap Tire Hauler Registration
- d. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

12. Work Plan: Bidder is to supply a work plan appropriate to scope of work to show that the scope is understood. The work plan as submitted with the bid can be a general work plan, with the exception of identification of properties that will be demolished with asbestos containing materials (ACM) remaining in place and which of these require Alternate Work Plans as defined in OSHA Construction Safety Standards 1926.1101(g)(6). All concrete materials from ACM demolition projects MUST be disposed of at a Type II landfill as ACM and manifested as concrete. Successful bidder will identify destination for any concrete that is not disposed of at a landfill and ensure that the destination is sufficiently permitted for recycling concrete. The successful bidder will supply a contract/project specific work plan as required in the scope of work prior to contracting.

13. Health and Safety Plan (HASP): Bidder is to supply a written Health and Safety Plan prepared to comply with federal, state and local requirements. Bidders may request GCLBA to maintain general HASP on file so it does not have to be submitted with every RFP/IFB. It is the responsibility of the bidder to ensure GCLBA has an updated HASP on file. Some projects with additional environmental concerns may require additional considerations. In addition to the general HASP, the successful bidder will supply a contract/project specific HASP as required in the scope of work prior to contracting.

14. Special Conditions: Bidder shall have requested access to and reviewed all available environmental information pertaining to the bid. Additionally, should there be any other additional considerations, bidder shall have completed the necessary attachments and acknowledged such considerations. These considerations could include, but are not limited to acknowledgment of: coordination with GCLBA designated Qualified Environmental Professionals (QEP), HUD Section 3 requirements, MBE/WBE/DBE goals and good faith compliance efforts, Environmental Construction Management Plans, Due Care Plans, etc.

Special Conditions for 24-004: Bidder shall have requested access to and reviewed all available environmental information pertaining to the bid. Additionally, should there be any other additional considerations, bidder shall have completed the necessary attachments and acknowledged such considerations in their Letter of Interest. These considerations could include, but are not limited to acknowledgment of: coordination with GCLBA designated qualified environmental professionals, HUD Section 3 requirements, Environmental Construction Management Plans, Due Care Plans, etc.

Work on commercial structures within this IFB is to be coordinated with GCLBA's designated Qualified Environmental Professional (QEP), Mannik Smith. The successful bidder will review documentation provided, including Environmental Construction Management Plans and will complete and sign the ECMP Acknowledgement Form

(included in Appendix 13). Successful bidder will acknowledge the ECMP requirements in Letter of Interest and on the IFB SUBMITTAL REQUIREMENTS CHECKLIST.

INSURANCE?

EXPERIENCE WITH SHARED WALLS?

If bidder does not convince the Genesee County Land Bank Authority (GCLBA) that it possesses the above minimum qualifications with the bid response/submittals, the GCLBA may deem the bidder not qualified and the bidder may not be considered for contract award.

IMPORTANT DATES

Questions Due	No later than Thursday, April 25, 2024 by 3:00 pm
Bids Due	Tuesday, April 30, 2024 by 3:00 pm
Notice of Award	On or around Friday, May 10, 2024
Contract Signed	On or around Friday, May 17, 2024
Start Work	On or around Monday, May 20, 2024
Winter-grade work completed and paper work submitted	Not applicable
Final-grade, seed and straw work completed and paperwork due	On or before Friday, August 9, 2024

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

QUESTIONS

Questions regarding this IFB should be submitted by no later than indicated date above and in writing via email to [**FFINHOLM@THELANDBANK.ORG**](mailto:FFINHOLM@THELANDBANK.ORG)

Submittals are to be addressed as follows:

BID 24-004, Due 04/30/2024 3:00 PM.
Faith Finholm, Grants Manager
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502

Bid Number: LB 24-004



BIDDING CHECK LIST

For GCLBA
Use (PASS/
FAIL)

For Contractor
Use (Yes/ No /
Date Last
Submitted)

Expiration
Date

Please note that a Genesee County Land Bank Authority (GCLBA) determination of FAIL may result in bid being rejected.

For GCLBA Use (PASS/ FAIL)	For Contractor Use (Yes/ No / Date Last Submitted)	Expiration Date	
			<input type="checkbox"/> Submittal Requirements followed: Complete with date, time, and required number and format of submittals.
			<input type="checkbox"/> Evidence of Pre-qualification with GCLBA supplied (must be within one year of submittal date)
			<input type="checkbox"/> Letter of Interest as defined under Submittal Requirement Section B3.
			<input type="checkbox"/> Bid specific Bidding Checklist completed and supplied, to include submittal and expiration dates.
			<input type="checkbox"/> Adequate Equipment demonstrated to complete scope
			<input type="checkbox"/> Adequate Staffing demonstrated to complete scope
			<input type="checkbox"/> Evidence of Insurance meeting Bidders Insurance Checklist Requirements (Attachment A) Successful bidders will have to supply update Certificates prior to signing a contract listing GCLBA as additionally insured and indicating the appropriate IFB/RFP.
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
			<input type="checkbox"/> Section 3 Information and acknowledgement (Attachment E)
			<input type="checkbox"/> SUBCONTRACTORS. If utilizing subcontractors, ensure each is identified in Attachment D. For each subcontractor you utilize, you must complete Genesee County ARPA Agreement with GCLBA Attachments E & F: Minority/ Women Business Enterprise Procurement Procedures and Genesee County MBE/ WBE Outreach Report. You can find more information regarding MBE/WBE/DBE and Section 3 businesses on GCLBA's website.
			<input type="checkbox"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> Debarment Certification (Attachment G)
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> Current Certificate of Good Standing. Web page printouts will not be accepted. https://cofs.lara.state.mi.us/corpweb/HelpPages/OrderSystemInfo.aspx
			<input type="checkbox"/> SAM registration printout proving active status and DUNS https://sam.gov/content/home
			<input type="checkbox"/> Evidence of Financial Stability *



			<input type="checkbox"/> Michigan Builders License or Maintenance and Alterations license with House Wrecking* <ul style="list-style-type: none"> ○ Issued to: _____ ○ Q. O. : _____
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Company*
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Asbestos Supervisor
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for workers
			<input type="checkbox"/> OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
			<input type="checkbox"/> Lead Awareness for workers
			<input type="checkbox"/> MDEQ Scrap Tire Hauler Registration
			<input type="checkbox"/> Work Plan- with site specific information. Include acknowledgment of projects requiring alternate work practices for Class I material or any material that may be assumed/presumed. Successful bidders may be requested to provide alternate practices. Work Plans that do not identify may result in bid being rejected.
			<input type="checkbox"/> Health and Safety Plan*
			<input type="checkbox"/> Acknowledgment of special requirements (ECMP, Coordination with QEP or other professional, additional special instructions). List: <ul style="list-style-type: none"> ○ Environmental Construction Management Plan _____ ○ Coordination with QEP for all work _____
			<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"/> Contractor requested access to Box.com to review pertinent data associated with completion of this project
			<input type="checkbox"/> Received Addendums: _____

* Does not have to be submitted with every bid response. Can be noted as on-file. It is the bidder's responsibility to ensure documents noted as on-file are on-file with GCLBA and up to date. Items that do not have an asterisk by them should be submitted with every submittal.

ATTACHMENT A: GENESEE COUNTY LAND BANK BIDDER’S INSURANCE CHECKLIST

Coverages Required	Limits (Figures denote minimums)
<u> X </u> 1. Workers’ Compensation	Statutory limits of Michigan
<u> X </u> 2. Employers Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u> X </u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u> </u> 4. Professional liability	\$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice
<u> </u> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<u> </u> 6. Contractual liability	\$1,000,000 general aggregate (gen. agg.) Excess Policy with limits at least \$2,000,000
<u> </u> 7. Explosion, Collapse, Subsidence Automobile liability	\$1,000,000 combined single limit each accident-Owned, hired, nonowned
<u> X </u> 8. Owned, hired, nonowned	\$1,000,000 per loss
<u> </u> 9. Pollution Liability for contracts involving removal and disposal of waste or storage tanks	\$1,000,000 aggregate
<u> </u> 10. Authority’s and Contractors Protective	
<u> X </u> 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. 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.	
<u> X </u> 12. The certificate must state bid number and title	

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

Bidder’s Statement

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

Bidder

Signature



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

Complete this form in its entirety. Provide References for projects completed in the past 3 to 5 years that are similar in *scope and scale* to project(s) described in the IFB. Describe the specific scope completed by Bidder. Explain how it is relevant to this IFB, attach additional sheets as necessary.

Reference #1: Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project/ Scope Completed by Bidder/Budget: _____

Reference #2: Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project/ Scope Completed by Bidder/Budget: _____

Reference #3: Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project/ Scope Completed by Bidder/Budget: _____



ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION.

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



ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

Please note that an incomplete Attachment D may result in rejection of submittals. Please flag this page in your submittal for ease of reading at bid opening.

Company Name: _____

DBA: _____

BID TENDER SUMMARY

Bidders may opt to omit bid lists they do not have the capacity to complete or are not interested in completing. Please indicate "No Bid" if opting to omit a response to a specific list. Bidders must supply a quote for each structure on a list in order to be eligible for a potential contract for that list. Bidders may be awarded multiple lists if they possess the capacity to complete multiple lists.

BID LIST#	LB 24-004
BID AMOUNT	\$

Statement of Experience

Primary Contact (Name, title, telephone and email): _____

Indicate whether any of the following has changed since submittal of Pre-qualification Application/Annual Update:

Principal place of Business: _____

Principals of the Bidder. For purposes of this IFB "Principals" shall mean persons possessing an ownership interest in the bidding entity: _____

Bidders' board/officers: _____

Does bidder qualify as any of the following business enterprises? Attach supporting certifications as necessary. Circle: Section 3 / MBE / WBE / DBE

Is this a Section 3 covered contract? _____

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

Include years of experience, relevant professional and educational experience. Identify who will be responsible for oversight in the field, your asbestos competent individual, and the individual/firm that will be responsible for completing Alternate Work Practices as necessary (Attach documentation to include licenses and certifications as necessary)

Asbestos competent individual: _____

Who is completing Alternate Work Practices? Attach their qualifications. _____

Licenses, Certificates, Accreditations held by firm and/or employees not listed above (Attach documentation to include licenses and certifications as necessary):



Timeline of projects scheduled concurrent (within the same timeframe as) with the schedule for this bid:

Demonstration of Capacity

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

How many projects did bidder indicate firm could complete per week in pre-qualification application? _____

How many projects can bidder complete per week currently? _____

Please describe a project bidder successfully completed with weekly capacity indicated above:

Please describe experience conducting UST removal projects for the EPA, EGLE, government or private entity in the past 3 years:

Number of Bidder's employees: _____

Has equipment list changed since submittal of Pre-qualification Application/Annual Update?

Describe of the steps will you take to oversee environmental abatement work (staff or subcontractors) to ensure that the work is completed in compliance with all applicable state and federal regulations.

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 the business that will be conducting ambient air monitoring:

Identify the business that will be conducting water removal and how/where water will be disposed:

Utilize the abatement bid tabs provided and highlight ACM that you have excluded in your bid. If not indicated it will be assumed and expected that all ACM identified has been included in your abatement bid. Please note, any demolition involving Class I material remaining in place (or PACM) 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.

Acknowledge here that you have attached this documentation: _____

All concrete- including foundations and footings- from demolitions with known Regulated Asbestos Containing Material (RACM) or Suspect ACM (SACM) remaining in place must be manifested and disposed of as asbestos containing material. This material cannot be recycled. Provide a listing of properties you acknowledge foundations and footings will be disposed of as asbestos containing material.

Acknowledge here that you have attached this documentation: _____

Subcontractor(s): FOR EACH SUBCONTRACTED SCOPE, BIDDER MUST SOLICIT QUOTES FROM THREE (3) FIRMS. ONE (1) OF THE THREE (3) FIRMS MUST BE A MBE/WBE. SUCCESSFUL BIDDERS WILL SUPPLY MBE/WBE PROCUREMENT FORMS WITH BID SUBMITTALS. LOWEST RESPONSIVE AND RESPONSIBLE QUOTE MUST BE SELECTED. IF BIDDER DOES NOT SELECT LOWEST QUOTE, AN EXPLANATION MUST BE SUPPLIED. 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.

List scopes for which you plan to utilize subcontractors:

If using subs you must attach the required Genesee County MBE/WBE Outreach Report for each scope you are subcontracting (ex: trucking, abatement, air monitoring, etc.). Have you attached these for each subcontracted scope? _____

Subcontractor DBA: _____

Does subcontractor qualify as any of the business enterprises for which a bidder may receive preference under this bid? Circle: Section 3 / MBE / WBE / DBE

If so, please provide documentation of status and indicate percentage of bid this subcontractor will be contracted to complete: _____

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): _____

Bid Number: LB 24-004



Timeline of SUBCONTRACTOR projects scheduled concurrent (within the same timeframe as) with the schedule for this bid:

Describe how you will identify additional subcontractors as necessary. Be sure to explain how you will verify that they are qualified to meet the scope they will complete. Subcontractors could include qualified consultants to complete Alternate Work Practices per MIOSHA/OSHA and industry standard 1926.1101(g)(6), qualified entities to complete well abandonments as necessary, air monitoring firms, dewatering services, trucking services, etc. Attach additional sheets as necessary.

Do you understand that the successful bidder will be held accountable for the performance of subcontractors? _____

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 taken to prevent a reoccurrence. 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 taken to prevent a reoccurrence. 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 24-004

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

FOR: Invitation to Bid #LB 24-004 Environmental Abatement & Disposal of Asbestos and Hazardous Materials & Demolition and Disposal Residential and Commercial Structures in Genesee County:

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

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

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential and Commercial Structures having examined Bid #LB: 24-004 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: 24-004, 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.

Bid Number: LB 24-004



ATTENTION:

Please be advised that flat rate bids may be rejected. Bids must be based upon actual costs. Should Bidder submit flat rates for the for any portion of the scope, please include a short narrative explaining the methods used to reach the amounts bid (i.e. if using a percentage of demolition costs, how did Bidder arrive at the percentage calculation? What is the percentage being used?). Bidders should be prepared to demonstrate reasonableness of bid with supporting documentation upon request.

- Where surveys are incomplete due to mitigatable conditions (blocked stairwells, debris, flooded basements, etc.), GCLBA is requesting bidders to provide pricing to address conditions so that a thorough survey can be made prior to demolition. Bidders are to include cost to address conditions in abatement bid and coordinate completing survey with Genesee County Land Bank Authority (GCLBA) and surveyor BEFORE completing any additional abatement activities. Change Orders will not be accepted on these properties for access mitigation activities.
- Some of the properties contain vermiculite and bidders are to use caution during demolition and remain vigilant for fugitive vermiculite. Quantities listed in surveys are only estimates. Contractors are to satisfy themselves as to actual quantities prior to submitting a bid.
- **GCLBA does not test for the presence of lead in structures to be demolished. Contractors are to assume lead is present and are to take all necessary measures to protect human health and safety in performance of the work.**
- **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 not in poor 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 indicated in the work plan and accepted by GCLBA, or unless otherwise directed by GCLBA.**
- **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.**
- **All structural concrete- including walls, floors, and foundations- are to be appropriately manifested and disposed of as asbestos when a structure is demolished with RACM/PACM/SACM present.**
- Please note that unless otherwise noted, Genesee County Land Bank Authority coordinates gas and electric cuts with Consumers Energy and provides successful bidders with cut confirmations to utilize in obtaining permits. In general, GCLBA does our best to put properties out to bid either after retirements are complete or as close as possible to when we anticipate them to be complete. The same applies to water and sewer cuts within City of Flint limits. Successful bidders are to coordinate water/sewer/well cuts/abandonment as necessary in municipalities that are outside the City of Flint. GCLBA coordinates Consumers Retirements for all properties. Sometimes there may be some delays in retirements that require some coordination regarding scheduling once contracted, but we aim to minimize those instances.
- Where applicable, GCLBA is requesting quotes to address conditions inhibiting completion of a thorough survey so that a thorough survey may be completed. Water removal should be completed per municipal requirements. Requirements for testing and requesting a variance within the City

of Flint can be found on GCLBA's website on the Contracts and Bids page under "Other Resources for Active Contractors." Debris removal should be undertaken with the oversight of an asbestos competent person. Non-contaminated debris is to be removed to a dumpster and disposed of in a landfill. GCLBA is to be notified if suspect material is encountered during debris removal. It is anticipated that bidders are including costs to address existing conditions for abatement/demolition as necessary where through surveys have been completed.

- This bid consists of commercial structures. For the properties represented in this bid, asbestos and demolition bids are to include:
 - Fence installation prior to any work taking place according to APPENDIX 1B SECTION 3.9.E and Appendix 13.
 - Demolition of commercial sites to include on-site sidewalks, roadways, parking lots, pads, signs, poles, fences, and curbs. Storm drains/catch basins are to be protected/reset as per specifications with the oversight of GCLBA consultant. Monitoring wells are to be identified and protected.
- A few extra items of note:
 - #2 1818 Zimmerman St demolition includes demolition and cleanup of playground equipment on site.
 - #6 3119 N Franklin Ave structure is demolition to slab only. Contractor is to leave slab and impervious surfaces on site in place. Work will be undertaken under a permit issued by the City of Flint that will not be issued a "Final grade." This has been discussed and agreed to with City of Flint Chief Building Official and funder.
 - #13 6056 Clio Rd. is an "L" shaped parcel. Abatement and demolition bids are to include satellite structure on the south east side of the lot, behind 6052 and 6048 Clio Rd.
 - Per City of Flint Chief Building Official, when demolishing structures in very near proximity to other structures or sidewalks, the City may make exception for sub-slab supporting walls and footings to remain in place up to 4 feet. Affected structures in this bid may include #17 6402 N Saginaw St.
- An Environmental Construction Management Plan has been created to further inform excavation activities at these sites.

UNIT PRICE FOR ABATEMENT AND DEMOLITION WORK

Refer to the appropriate Scope of Work in the Appendices attached to this Invitation for Bids/Request for Proposals. Please note that removal of asbestos during demolition is also considered abatement and is governed by the abatement scope though costs should be included in the demolition bid. Tires removal should be included with Hazardous Materials Bid.

BID LIST # - LB 24-004							Abatement Scope of Work			Demolition Scope of Work			Project Total
No.	PARCEL-NO	Address	Dir	Street	Zip	Fund	Debris Disposal/ Pumping for survey access	Hazardous Material s Bid	Asbestos Bid	Demo	Backfill	Final-grade, seed & mulch	
1	40-01-284-028	2605	N	SAGINAW ST*	48505	MLB R2							
2	40-13-353-019	1818		ZIMMERMAN ST	48503	MLB R2							
3	40-14-370-013	3216		CORUNNA RD*	48503	MLB R2							
4	40-14-388-014	2932		CORUNNA RD	48503	MLB R2							
5	40-14-390-016	2630		CORUNNA RD*	48503	MLB R2							
6	41-05-135-019	3119	N	FRANKLIN AVE*	48506	MLB R2							
7	41-05-177-047	1810		LEITH ST*	48506	MLB R2							
8	41-05-407-006	2414		MAPLEWOOD AVE*	48506	MLB R2							
9	41-09-202-006	3510		DAVISON RD*	48506	MLB R2							
10	41-19-301-016	2715		FENTON RD	48507	MLB R2							
11	46-25-232-027	6615	N	SAGINAW ST*	48505	MLB R2							
12	46-25-455-039	357	E	PIERSON RD*	48505	MLB R2							
13	46-26-156-031	6056		CLIO RD	48504	MLB R2							
14	46-36-431-013	3915		FOSTER ST*	48505	MLB R2							
15	47-30-104-003	6704	N	SAGINAW ST	48505	MLB R2							



16	47-30-104-004	6702	N	SAGINAW ST*	48505	MLB R2							
17	47-30-152-002	6402	N	SAGINAW ST*	48505	MLB R2							
18	47-31-105-037	773		WAGER AVE*	48505	MLB R2							
19	47-31-129-005	5002		INDUSTRIAL AVE*	48504	MLB R2							
20	47-31-331-025	829		TILDEN ST*	48505	MLB R2							
21	47-33-304-024	4115		DOUGLAS AVE*	48506	MLB R2							

*ABATE WHAT CAN BE ABATED AND DEMO AS ASBESTOS CONTAINING **TOTAL**



ABATEMENT BID TABS

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

	PARCEL-NO	Address	Dir	Street	City	Zip	Fund	Category	Location	Material	Quantity
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM	FS-2	Glue Pods	50 SF
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM	FS-3	Brown 9" Floor Tile & Mastic	500 SF
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM	EA-5	White Asphalt Sheeting (Tar)	1500 SF
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM		Roofing material, membrane, black	same as above
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM		Built up roofing material, black (layer 2)	same as above
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	ACM		Roof material debris**	same as above
1	40-01-284-028	2605	N	SAGINAW ST*	FLINT	48505	MLB RD 2	Note	Two ACM surveys for this structure. Both identify roofing material and debris as ACM.		
2	40-13-353-019	1818		ZIMMERMAN ST	FLINT	48503	MLB R2	HAZ	FS-1	Ballast	1 Each
2	40-13-353-019	1818		ZIMMERMAN ST	FLINT	48503	MLB R2	NOTE	Demolition bid to include demolition and disposal of playground equipment on site to east of structure.		
3	40-14-370-013	3216		CORUNNA RD*	FLINT	48503	MLB R2	NOTE	FS-1 is not safe to enter, roof unstable and rotting. Advised by GCLB Personnel. Therefore, additional ACM and/or RMS may be present in those areas.		
4	40-14-388-014	2932		CORUNNA RD	FLINT	48503	MLB R2	ACM	FS-1, FS-2, FS-3, FS-4, FS-5, FS-6	Pipe Wrap	200 LF
4	40-14-388-014	2932		CORUNNA RD	FLINT	48503	MLB R2	ACM	FS-1, FS-2, FS-3, FS-4, FS-5, FS-6	Mag Elbow	20 Each
4	40-14-388-014	2932		CORUNNA RD	FLINT	48503	MLB R2	ACM	FS-5	Stack Cement	5 SF
4	40-14-388-014	2932		CORUNNA RD	FLINT	48503	MLB R2	HAZ	FS-10	Ballast	2 Each
5	40-14-390-016	2630		CORUNNA RD*	FLINT	48503	MLB R2	NOTE	The entire house is inaccessible due to collapsed main beam (support missing). Roof was inaccessible. Therefore, additional ACM and/or RMS may be present in those areas.		
6	41-05-135-019	3119	N	FRANKLIN AVE*	FLINT	48506	MLB R2	ACM	EA-5	Black Roofing	1000 SF
6	41-05-135-019	3119	N	FRANKLIN AVE*	FLINT	48506	MLB R2	HAZ	EA-1, EA-4, FS-1, FS-2	Car Tires	10 Each
6	41-05-135-019	3119	N	FRANKLIN AVE*	FLINT	48506	MLB R2	HAZ	FS-1	Fluorescent Light Bulb	2 Each
6	41-05-135-019	3119	N	FRANKLIN AVE*	FLINT	48506	MLB R2	HAZ	FS-1	Thermostat with Mercury Tube	1 Each
6	41-05-135-019	3119	N	FRANKLIN AVE*	FLINT	48506	MLB R2	NOTE	Portions of the roof are unsafe to walk on. Therefore, additional ACM and/or RMS may be present in that area.		
7	41-05-177-047	1810		LEITH ST*	FLINT	48506	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Exterior Caulk	800 LF
7	41-05-177-047	1810		LEITH ST*	FLINT	48506	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Window Glaze	28 Each
7	41-05-177-047	1810		LEITH ST*	FLINT	48506	MLB R2	ACM	EA-1	Black Tar	10 SF
7	41-05-177-047	1810		LEITH ST*	FLINT	48506	MLB R2	HAZ	EA-3	Car Tires	3 Each
7	41-05-177-047	1810		LEITH ST*	FLINT	48506	MLB R2	NOTE	The entire house is inaccessible due to structural and water damage. Ladder is unable to reach rooftop. Therefore, additional ACM and/or RMS may be present in those areas.		
8	41-05-407-006	2414		MAPLEWOOD AVE	FLINT	48506	MLB R2	ACM	EA-10	Roof Tar	5 SF
8	41-05-407-006	2414		MAPLEWOOD AVE	FLINT	48506	MLB R2	HAZ	FS-2, FS-3, FS-4, FS-5, FS-6, FS-7	Car Tires	55 Each
8	41-05-407-006	2414		MAPLEWOOD AVE	FLINT	48506	MLB R2	HAZ	FS-7	Smoke Detector	1 Each
8	41-05-407-006	2414		MAPLEWOOD AVE	FLINT	48506	MLB R2	NOTE	The main building is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas.		
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-1	Green 9" Floor Tile	3000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-1	Green 9" Floor Tile (Mastic)	3000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-1	Tan 9" Floor Tile	3000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-1	Tan 9" Floor Tile (Mastic)	3000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Exterior Caulk	1000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	EA-5	Roof Tar	50 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-3	Beige Streaked 12" Floor Tile	5000 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	ACM	FS-16	Blue/Grey 9" Floor Tile	350 SF
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	HAZ	EA-3	Car Tires	2 Each
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	HAZ	EA-3	Bicycle Tire	1 Each
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	HAZ	EA-1, FS-16	Fluorescent Light Bulbs	8 Each
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	HAZ	EA-1, FS-16	Ballasts	4 Each
9	41-09-202-006	3510		DAVISON RD*	FLINT	48506	MLB R2	NOTE	FS-11 through FS-15 is inaccessible due to severe damage and charred beams. Therefore, additional ACM and/or RMS may be present in those areas.		

	PARCEL-NO	Address	Dir	Street	City	Zip	Fund	Category	Location	Material	Quantity
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	ACM	FS-1, FS-8	Green 9" Floor Tile	120 SF
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	ACM	FS-1, FS-8	Green 9" Floor Tile (Adhesive)	120 SF
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	ACM	FS-3	Transite Pipe	4 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	ACM	FS-10	12" Floor Tile Gold	6 SF
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	ACM	FS-10	12" Floor Tile Gold (Mastic)	6 SF
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-3	Car Tires	6 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-2	Thermostat with Mercury Tube	1 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-2, FS-3	Ballast	24 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-2, FS-3	Fluorescent Light Bulb	32 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-5	Ballast	2 Each
10	41-19-301-016	2715		FENTON RD	FLINT	48507	MLB R2	HAZ	FS-5	Heater	2 Each
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Tar	20 SF
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Tar	20 SF
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Window glaze	1 Each
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	EA-3, FS-1	Car Tires	3 Each
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	EA-2, EA-3	Automobile	2 Each
11	46-25-232-027	6615	N	SAGINAW ST*	FLINT	48505	MLB R2			Portions of FS-1 are inaccessible due to unsafe ground. Therefore, additional ACM and/or RMS may be present in those areas.	
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Window Glaze	21 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Exterior Caulk	700 LF
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	ACM	FS-2, FS-3, FS-5, FS-6, FS-10	Beige 9" Floor Tile	950 SF
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	ACM	FS-1	Air Cell	350 LF
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	ACM	FS-1	Mag Elbow	20 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	EA-4, FS-4, FS-5, FS-6, FS-7, FS-8	Fluorescent Light Bulb	26 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	EA-2, EA-4, FS-4, FS-5, FS-6, FS-7, FS-8	Ballast	13 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	EA-1, EA-2	Mercury Light Bulb	2 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	FS-3, FS-5	Fire Extinguisher	5 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	FS-4, FS-5	Television	2 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	HAZ	FS-8	Computer Monitor	1 Each
12	46-25-455-039	357	E	PIERSON RD*	FLINT	48505	MLB R2	NOTE		FS-11 (second floor) is inaccessible due to floor sinking from water damage, and rotted joists and beams. Therefore, additional ACM and/or RMS may be present in that area.	
13	46-26-156-031	6056		CLIO RD	FLINT	48504	MLB R2	HAZ	FS-1	Car Tires	1 Each
13	46-26-156-031	6056		CLIO RD	FLINT	48504	MLB R2	HAZ	FS-2	55gal Drum of Cleaner	4 Each
14	46-36-431-013	3915		FOSTER ST*	FLINT	48505	MLB R2	HAZ	EA-1, EA-4	Car Tires	2 Each
14	46-36-431-013	3915		FOSTER ST*	FLINT	48505	MLB R2	NOTE		The entire house is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas.	
15	47-30-104-003	6704	N	SAGINAW ST	FLINT	48505	MLB R2	ACM	FS-1	Black 12" Floor Tile	2500 SF
15	47-30-104-003	6704	N	SAGINAW ST	FLINT	48505	MLB R2	HAZ	FS-1	Ballast	3 Each
15	47-30-104-003	6704	N	SAGINAW ST	FLINT	48505	MLB R2	HAZ	FS-1	Fluorescent Light Bulb	8 Each
16	47-30-104-004	6702	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	EA-4	House Window Glaze	2 Each
16	47-30-104-004	6702	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	EA-1, FS-4	Car Tires	3 Each
16	47-30-104-004	6702	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	FS-4	Ballast	3 Each
16	47-30-104-004	6702	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	FS-4	Fluorescent Light Bulbs	5 Each
16	47-30-104-004	6702	N	SAGINAW ST*	FLINT	48505	MLB R2	NOTE		FS-1 is inaccessible due to floor caved into basement. Therefore, additional ACM and/or RMS may be present in that area.	

	PARCEL-NO	Address	Dir	Street	City	Zip	Fund	Category	Location	Material	Quantity
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	White 9" Floor Tile	300 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	White 9" Floor Tile (Adhesive)	300 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Yellow Linoleum/Adhesive	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-3	Stone 12" Floor Tile	50 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Green 1.5x2 Floor Tile (Mastic)	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Red 9" Floor Tile	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Red 9" Floor Tile (Mastic)	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Blue 12" Floor Tile	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Blue 12" Floor Tile (Mastic)	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	Blue 12" Floor Tile (Adhesive)	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	FS-1	White 12" Floor Tile	100 SF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	EA-4	House Window Glaze	2 Each
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Exterior Caulk	100 LF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Exterior Caulk (Adhesive)	100 LF
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	FS-1	Ballast	6 Each
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	HAZ	FS-1	Fluorescent Light Bulb	4 Each
17	47-30-152-002	6402	N	SAGINAW ST*	FLINT	48505	MLB R2	NOTE	FS-4 and FS-5 unable to enter due to collapse roof. FS-6 unable to enter due to collapsed roof and excessive debris. Therefore, additional ACM and/or RMS may be present in those areas.		
18	47-31-105-037	773		WAGER AVE*	FLINT	48505	MLB R2	HAZ	FS-1	Car Tires	3 Each
18	47-31-105-037	773		WAGER AVE*	FLINT	48505	MLB R2	NOTE	The entire house is inaccessible due to building being collapsed. Therefore, additional ACM and/or RMS may be present in those areas.		
19	47-31-129-005	5002		INDUSTRIAL AVE*	FLINT	48504	MLB R2	ACM	FS-1, FS-2	Window Glaze	4 Each
19	47-31-129-005	5002		INDUSTRIAL AVE*	FLINT	48504	MLB R2	HAZ	FS-1	Car Tires	16 Each
19	47-31-129-005	5002		INDUSTRIAL AVE*	FLINT	48504	MLB R2	HAZ	FS-1, FS-2	Mercury Light Bulb	6 Each
19	47-31-129-005	5002		INDUSTRIAL AVE*	FLINT	48504	MLB R2	NOTE	FS-2 is inaccessible due to floor being collapsed. Therefore, additional ACM and/or RMS may be present in that area.		
20	47-31-331-025	829		TILDEN ST*	FLINT	48505	MLB R2	ACM	EA-1, EA-2, EA-3, EA-4	Transite	100 SF
20	47-31-331-025	829		TILDEN ST*	FLINT	48505	MLB R2	NOTE	The entire house is inaccessible due to being collapsed. Therefore, additional ACM and/or RMS may be present in those areas.		
21	47-33-304-024	4115		DOUGLAS AVE*	FLINT	48506	MLB R2	NOTE	The entire house is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas.		

UNIT PRICE SCHEDULE FOR NON-SCOPE WORK ADD/DEDUCT

Bidders must also provide a unit rate price for the following items. Work will be added/deducted at the indicated rate accordingly:

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



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

64	Removal and disposal of water utilizing a vac truck and disposal at an appropriate facility	Indicate: Per Hour/ Per Gallon/ Per Tank	
65	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.	Each	
66	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 5,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	Each	
67	Removal and Disposal of Underground Storage Tank (UST). Characterization of contents, removal of UST (assume 1 - up to 10,000-gallon containing non-haz water, gasoline or diesel), mobilization, associated piping, site security, excavation, cut, clean, removal, and disposal/recycling, disposal of contents, and compacted backfill.	Each	
68	Characterization of impacted materials: soil or liquids. Unknown waste material characterization (TCLP).	Per Waste Stream	
69	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	
70	Collection and characterization of suspect ACM: samples of all suspect ACM shall be collected by a Michigan Accredited Asbestos Inspector. analyzed by an accredited National Voluntary Laboratory Accreditation Program via polarized light microscopy and dispersion staining following the EPA Test Method (EPA-600/M4-82-020) utilizing first positive stop.	Per Sample	
Item No.	Construction / Restoration Items	Unit	Unit Price
71	Sidewalk Replacement	FLAG	
72	Curb Replacement / Install	LF	
73	Procure and install "Jersey Barriers" in all ROW approaches. Jersey barriers to remain on site. Obtain necessary permit(s), pay fee(s), and install concrete "Jersey Barriers" in property(ies) approach(es), outside of right of way, at intervals leaving 3 feet in between in accordance with City requirements .	Per barrier	
74	Demolish a structure as asbestos containing (to include all appropriate equipment, trained workers, required plans, and disposal)	Per Structure	
75	Mobilization for asbestos abatement	Per Structure	
76	Procurement and installation of 6 ft galvanized steel chain link permanent fencing as necessary for limiting site access. If utilized, installation of permanent fencing shall include installation of one chain link gate a per site with a minimum width of 6 feet. Gates must be capable of manual operation by one person.	LF	

77	Procurement and placement of a demarcation or separation layer of highly visible geotextile fabric or other non-degrading porous material to be placed above the contaminated soils before the installation of the clean fill layer. The material must be chemically compatible with the contamination on site to provide an acceptable design life. A geotextile fabric may also provide protection from upward migration of debris or cobble with frost heave that could affect the integrity of the barrier. EGLE’s previous acceptance of orange snow fence as a demarcation layer has proven to degrade over time and is no longer considered effective. Design life is for as long as the soil remains contaminated, but for a minimum of 20-25 years	LF	
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If Bidder is aware of additional Unit Prices not described above, Bidder may provide a description and pricing of items in following table:

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



Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract and to complete final grade and have paperwork submitted by no later than dates indicated under the IMPORTANT DATES section.

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

Bid Number: LB 24-004



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_____

END OF SECTION



ATTACHMENT E: SECTION 3 INFORMATION

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, federal regulation formerly 24 CFR Part 135. HUD released a final rule in the fall of 2020 changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked (by Section 3 workers and Targeted Section 3 workers). In connection with the final rule, 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.

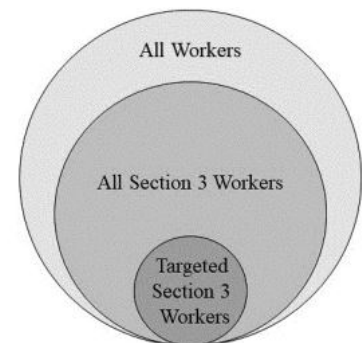
The new Section 3 regulation, 24 CFR Part 75 still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance is spent. **Requiring recipients of certain HUD housing and community development financial assistance, to the greatest extent feasible, to provide employment and job training for low- and very low-income persons and contracting opportunities to business concerns which provide economic opportunities to low- and very low-income persons in connection with projects and activities in their neighborhoods.**

HUD established nationwide benchmarks for work performed by tracking the labor hours. The two benchmarks are (1) twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and (2) five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by Targeted Section 3 workers. The five percent is within the twenty-five percent. The labor hours reported must include any labor hour charged against the budget of the project.

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

and

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$



Successful compliance with HUD Section 3, federal regulation 24 CFR Part 75, by the subrecipient, developer, general contractor, and subcontractor will be a factor in determining future awards of Section 3 covered assistance.

Definitions (24 CFR Part 75):

“Section 3 worker” * is any worker who meets at least one of the following criteria:

- Low- or very low-income, as established by HUD’s income limits (find: https://www.huduser.gov/portal/datasets/il/il2022/select_Geography.odn);

- living in a Qualified Census Tract (QCT) (find: https://www.huduser.gov/portal/sadda/sadda_qct.html) ;
- or employed by a Section 3 business concern.

“Targeted Section 3 worker” * for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - I. Living within the service area or the neighborhood of the project, as defined in [24 CFR § 75.5](#); or
 - II. A YouthBuild participant.

*Note: Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR [§ 75.31](#).

“Section 3 business concern” is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or Section 3 Frequently Asked Questions 5
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

CONTRACTOR RESPONSIBILITIES

1. Read, understand, and acknowledge Section 3 obligations and responsibilities. Explicitly acknowledge and confirm intent to comply.
2. Create a Section 3 Compliance Plan to include incorporation of the Section 3 Clause into subcontracts.
3. Complete and submit reports and documentation as requested which may include, but may not be limited to:
 - a. HUD 2516 Contract and Subcontract Activity
 - b. Provide weekly certified payrolls
 - c. Provide Workforce lists listing employees working on the project by company
 - d. Provide Certification for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns as appropriate
 - e. For each contractor and subcontractor, report:
 - i. The total number of labor hours worked by all workers;
 - ii. The total number of labor hours worked by Section 3 workers; and
 - iii. The total number of labor hours worked by Targeted Section 3 workers.
4. Undertake Qualitative Efforts to achieve Section 3 goals. Qualitative Efforts may, for example, include but are not limited to the following:

- a. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- b. Provided training or apprenticeship opportunities.
- c. Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- d. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- e. Held one or more job fairs.
- f. Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- g. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- h. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- i. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- j. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- k. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- l. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- m. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- n. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts shall include the following clause (referred to as the “Section 3 Clause”):

1. 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.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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 75 regulations, and that they will comply with and cause to be included any subsequent agreement 24 CFR § 75.19 and § 75.27:

24 CFR § 75.19 Requirements.

(a) *Employment and training.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in [paragraph \(a\)\(1\)](#) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

24 CFR § 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of [§ 75.19](#), regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

3. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 75.

4. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

BIDDER SECTION 3 ACKNOWLEDGMENT

I hereby certify that I have read Attachment E: Section 3 Information, including reviewing the additional information attached thereto (City of Flint Section 3 Application, HUD Income Limits, and Mott Workforce Resident Application). I understand my obligations under Section 3 if contracted and will include the Section 3 Clause in all subcontracts/sub-agreements entered into as applicable.

Signature _____ Date signed _____

Print Name: _____

Print Title: _____

Print Company: _____

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: _____

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:

- o 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

Authorized Name, Title and Signature

Date _____

Please submit documentation of the following items to City of Flint, Dept. of Community and Economic Development, 120 E. Fifth St. Rm. N102, Flint, Michigan 48502, msmith@cityofflint.com or fax to 810-766-7351. Direct any questions to 810-766-7436



FY 2023 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 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Flint, MI MSA	\$76,200	Very Low (50%) Income Limits (\$) Click for More Detail	26,550	30,350	34,150	37,900	40,950	44,000	47,000	50,050
		Extremely Low Income Limits (\$)*** Click for More Detail	15,950	19,720	24,860	30,000	35,140	40,280	45,420	50,050*
		Low (80%) Income Limits (\$) Click for More Detail	42,500	48,550	54,600	60,650	65,550	70,400	75,250	80,100

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 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

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

[FY2022 Median Family Income and Income Limits for Flint, MI MSA](#)

Select a different county or county equivalent in Michigan:

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

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



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

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!

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

I, _____ of _____
(Name of Authorized Representative) (Name of Company/Firm)

State that:

1. 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 bids.
2. This company, corporation, firm, partnership or individual is not working in collusion with any other provider.
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 contracts are wholly or partially federally funded, and further, by submission of bids 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.
5. _____ understands and acknowledges that the above representations are material and important, and will be relied on by the Genesee County Land Bank Authority in awarding accepting bids and awarding contract(s) for which purpose this application 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 and related contracts.

SIGNATURE SECTION

(Signature) (Title)

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

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

NOTARIZATION SECTION

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

Notary Public Signature

My Commission Expires:



ATTACHMENT G: DEBARMENT/SUSPENSION CERTIFICATION

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:
 - a. 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,
 - b. Violation of federal or state antitrust laws, or
 - c. 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.

ADDITIONAL INFORMATION- LISTING OF APPENDICES

- 1. SCOPE OF WORK (ABATEMENT & DEMOLITION)**
- 2. MDEQ/EGLE – NESHAP PROGRAM AND NOTICES**
- 3. MAP AND BOUNDARIES OF TARGET AREAS**
- 4. FEDERAL LABOR STANDARDS**
- 5. SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM**
- 6. EXAMPLE ABATEMENT TRACKING SUMMARY SHEET**
- 7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS**
- 8. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE**
- 9. PRE-ABATEMENT AND PRE-DEMOLITION WALKTHROUGH FORM**
- 10. GENESEE COUNTY ATTACHMENT E - Minority/Women Business Enterprise Procurement Procedures & F- Genesee County MBE/WBE Outreach Report**
- 11. ARPA CONTRACT BETWEEN THE CITY OF FLINT AND GENESEE COUNTY LAND BANK**
- 12. ARPA CONTRACT BETWEEN GENESEE COUNTY AND GENESEE COUNTY LAND BANK**
- 13. ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN**
- 14. REFERENCE CHECKLISTS**

APPENDICES

1. SCOPE OF WORK
2. EGLE – NESHAP PROGRAM AND NOTICES
3. MAP AND BOUNDARIES OF TARGET AREA
4. FEDERAL LABOR STANDARDS
5. SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM
6. EXAMPLE ABATEMENT SUMMARY SHEET
7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
8. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE
9. PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS
10. ARPA/SLFRF CONTRACT BETWEEN CITY OF FLINT AND GENESEE COUNTY LAND BANK
11. ARPA/SLFRF CONTRACT BETWEEN GENESEE COUNTY AND GENESEE COUNTY LAND BANK
12. REFERENCE CHECKLISTS

APPENDIX 1-SCOPE OF WORK

- A. ABATEMENT SCOPE OF WORK
- B. DEMOLITION 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/deg/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/Regulated 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. Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property.

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

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

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

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

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

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

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

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

PART 3 PRE-WORK SUBMITTALS

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

A. Work Plan

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

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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

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- 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 (Form EQP5128) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER" and Consolidated Load Scrap Tire Transportation Record (Form EQP5128a).
- 2) Landfill records for record purposes indicating receipt and acceptance of asbestos materials by a landfill facility licensed to accept such wastes.
 - a. Contractor shall supply GCLBA with a copy of all landfill, recycling, weight tickets, disposal receipts, manifests and other documentation relating to the removal and disposal of asbestos and hazardous materials/specified wastes from the properties.
 - b. **Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.**

D. HAZARDOUS CONDITIONS:

- 1) The Contractor will be authorized to perform work at properties identified to contain potentially environmentally hazardous material. The contractor will be required to remove and dispose of such materials as directed by the GCLBA.

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

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

E. CERTIFICATION OF PROPERTY

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

F. POLLUTION CONTROLS

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

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

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

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

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

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

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

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

PART 6 SUBMITTALS

- A. In order to receive payment for completed work, all documentation must be submitted for each property/project individually.
- B. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
- C. Request for Payment Packet must include:
 1. Request for Final Payment
 2. Sworn Statement – Must list all subcontractors
 - a. If sub-contracting, you must provide proof that the sub-contractor is:

- i. Appropriately licensed (including licensure to transport waste or haul more than 7 scrap tires, if applicable) and,
 - ii. In compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
3. Waivers of Lien from yourself, as well Unconditional Waiver of Lien from all subcontractors listed on Sworn Statement
4. Certified Payroll
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.

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- D. National Institute of Occupational Safety and Health (NIOSH)
 - 1. NIOSH –01 Manual of analytical Methods
- E. State of Michigan
 - 1. Public 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

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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.
- 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.

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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

<u>Requirement</u>	<u>Test Standard</u>
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)

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

- 4. NFPA 327 (1987) Standard Procedures for Cleaning or Safeguarding Small Tanks and Containers.
- D. National Institute of Occupational Safety and Health (NIOSH)
 - 1. NIOSH 80-106 Criteria for a Recommended Standard for Working in Confined Spaces.
- E. State of Michigan
 - 1. P.A. Act 451, Michigan Natural Resources and Environmental Protection Act
 - 2. MIOSHA Act 154 General Industry and Construction (as amended) Safety Standards.
- F. United States Environmental Protection Agency (U.S. EPA)
 - 1. U.S. EPA SW-846, Test Methods for Evaluating Solid Waste.

1.03 MEASUREMENT

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

1.04 PAYMENT

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

1.05 SUBMITTALS

- A. Work Plan
Before proceeding with any removal and disposal work, submit a work plan that includes the procedures proposed for the accomplishment of the removal and disposal work. The procedures shall provide for safe conduct of the work; careful removal and disposition of solid materials and liquid wastes; and property protection. The procedures shall provide a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. The work plan shall be based on work experience, and the guidance provided in this specification.
- B. Health and Safety Plan
Before proceeding with any removal and disposal work, submit a site-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the accomplishment of the removal and disposal work. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and hazardous material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in this specification.

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

1.07 REGULATORY REQUIREMENTS

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

- B. General
All health and safety regulations relating to the removal, transportation, and disposal of ballasts available in 29 CFR, Parts 1926 and 1910 shall be complied with at all times. All pertinent regulations such as 29 CFR Parts 1910 and 1926 and 40 CFR 260, 261, 262, 263, 264, 761 and applicable state and local regulations shall be followed for storing, containing, and handling drums and small containers and for maintaining equipment for handling materials.
- C. Protection of Employees and Visitors
Address the work in a manner such that its employees and site visitors will not be subjected to hazardous and unsafe conditions. Comply with all safety precautions, as required by 29 CFR Parts 1926 and 1910 and NFPA 329. Conduct and document the appropriate level of electrical lock-out/tag-out procedures.
- D. Toxicity Considerations
Exercise care to minimize exposure to PCB-containing material and petroleum compounds when present during the handling of PCB-containing materials.
- E. Flammability and Combustibility Considerations
Flammable and combustible vapors are likely to accumulate in work areas. Exercise caution by observing the following precautions: (a) eliminate all potential sources of ignition within the area; (b) 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

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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

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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	Agency and Telephone Number
Small quantity hazardous waste management, including hazardous waste stored in tanks	Materials Management Div., EGLE (517) 284-6550
Liquid industrial waste disposal (hazardous and non-hazardous)	Materials Management Div., EGLE (517) 284-6550
Disposal of hazardous waste into municipal sanitary sewers	Contact the superintendent of your wastewater treatment plant for permission
Discharges to surface water such as through a drain pipe or wastewater discharge	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Discharges to groundwater, including septic systems	Office of Environmental Assistance, Permit Coordination Program, EGLE (800) 662-9278
Pollution Incident Prevention Plans (PIPP)	Water Resource Div., Statewide Program Coordinator EGLE (989) 439-3461
Hazard Communication (for chemicals in the work place)	Michigan Department of Licensing and Regulatory Affairs, Construction Safety and Health Division at (517) 284-7680 or General Industry Safety and Health Division (GISHD) at (517) 284-7750
Burning of waste oil and other discharges to the air	Michigan Department of Environment, Great Lakes and Energy, Jennifer Dixon, (616)-581-0044
Registration of underground fuel storage tanks	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Installation, Inventory, testing & other requirements for above ground and underground storage tanks (for flammable and combustible)	Storage Tank Division, Michigan Department of Licensing and Regulatory Affairs (517) 241-8847
Local fire prevention regulations and codes (including chemical storage requirements)	Local fire chief or fire marshal

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Topic	Agency and Telephone Number
Building and outdoor storage	Local government building or zoning official requirements (including setbacks)

- 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

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

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

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

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

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

- C. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.
- D. A description of the scope of work can be summarized as follows:
 - i. Site and Building Demolition
 - (1) Coordinate with GCLBA designated Qualified Professionals as necessary and indicated.
 - (2) 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.
 - (3) 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.
 - (4) Locate and mark all storm/sanitary sewers on site and establish a storm sewer protection and abandonment plan with GCLBA and appropriate authorities. Unless otherwise indicated, bids should assume that all storm sewer catch basins are to be

protected and contractors are to re-set protected storm sewer catch basins to final grade to support future drainage.

- (a) Install brick and concrete bulkhead for abandoned storm sewer leads at catch basin structures to remain. Plug and seal abandoned lead at property boundary or main in accordance with specifications, codes, and ordinances.
 - (b) Plug and seal water and sewer leads at property boundary or main in accordance with specifications, codes, and ordinances. Conduct open hole inspections in accordance with permitting authority.
- (5) Contractor is to coordinate and pay for and additional disconnects to be completed in the course of the work.
- (6) 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:
- (a) 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.**
 - (b) Minimize any drop distances.
 - (c) Limit work that creates dust on windy days.
 - (d) Cover debris piles/open holes if existing for more than 24 hours.

ii. Trees

- (1) Contractors are to remove trees:
- (a) within five (5) feet of excavations;
 - (b) that have been damaged by the contractor;
 - (c) whose roots have been damaged or exposed through the course of the work;
 - (d) that are **dead/rotten and/or are in jeopardy of falling. Trees in this condition, or caused to be in this condition are to be removed by the contractor at the contractor's cost.** Trees are to be considered dead/rotten/in jeopardy of falling if they have obvious fire damage, large mushrooms/fungi growing on the trunk, broken tops, etc.
 - (e) 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.**

iii. Concrete Sidewalks/Drive Approach

- (1) Access to the property for demolition work shall be limited to the driveway unless otherwise designated by the GCLBA project manager.
- (2) The Contractor shall be held responsible for the replacement of any sidewalks or approaches damaged during the project.
- (3) Contractors shall make all efforts to protect sidewalks and approaches by using materials such as dirt, plywood, etc.
- (4) **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.**

- (5) 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.
 - iv. Site Restoration
 - (1) **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.**
 - (2) **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**
 - (3) 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.
 - v. 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.
- E. 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) Sworn Statement
 - (b) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
 - (i) 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
 - (c) Certified Payroll to meet specifications
 - (d) Invoice on Contractor's Letterhead
 - (e) Contractor Attestation Form
 - (f) NESHAP Notification and MIOSHA Notification if required
 - (g) Pre-Demolition Walkthrough Form
 - (h) Alternate Work Plans as necessary
 - (i) Pre-Demolition Walkthrough Form
 - (j) 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
 - (iii) Before and after photos of sidewalks **(Demolition - labeled and date stamped)**

- (k) Demolition Permit (Must be on site at start of demolition and dated prior to start of demolition)
- (l) Municipal Open Hole/Backfill and Winter-grade or Final inspection receipt as stated in contract and/or IFB
- (m) Lead and Asbestos Air monitoring documentation as applicable
- (n) Soil Erosion Permit OR Soil Erosion Permit Waiver issued by Genesee County Drain Commission prior to start of demolition work.
- (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.
 - (iv) A copy of any receipts for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- (p) **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.**
- (q) Seeding and Watering Report
- (r) Seed tags identifying correct seed used per specification Section 200, Part 2 - Products
- (s) Documentation of well/sewer abandonment for from the applicable municipality as necessary
- (t) Proof of payment for use of City water as necessary
- (u) 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)
- (v) Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.

1.2 WORK SCHEDULE

- A. 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.
- B. 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. Coordinate with GCLBA designated Qualified Professionals as indicated (e.g. archaeologists, environmental professionals, etc.)

- C. Immediately after contract award the Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
- D. Contractor is required to complete the Pre-Abatement Walk-through Form and the Pre-Demolition Walk-through Form for each contracted property prior to beginning the relevant scope of work. The Pre-Abatement and Pre-Demolition Walk-through form must be included in the Request for Payment package for each property.

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

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

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

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

- E. The Contractor is required to place door hangers on properties within one property of the property slated for demolition one week prior to demolition (see Appendix for example door hanger and example map identifying structures requiring door hangers). Door hangers requiring addresses to be filled in will be provided to the Contractor by GCLBA.
- F. Place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract. See Appendix for example of double-sided 18x24 coroplast signs with metal H stands that will be provided to contractors. Contractors will be supplied signs sufficient to place at each active demolition site based upon capacity for the work. Contractor is responsible for maintaining, reusing, and returning signs to GCLBA at contract expiration.
- G. 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.
- H. Completion dates are provided in the contract documents.

1.3 CONTRACTOR USES OF PREMISES

- A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public Right-of-Ways (ROWs) 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.
 - i. 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.
 - ii. 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. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
 - i. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
 - ii. Drive approaches located between the sidewalk and curb must be left as is.
 - iii. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.
- C. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- D. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by the GCLBA and its Contractors and/or potential buyer or lessor. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- E. Boarding of Windows and/or Doors: Decorative boarding will be retrieved by community groups prior to demolition when possible.
- F. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
- G. Any asphalt, dead or fallen trees, trees otherwise specified to be removed, 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 structures(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 CHANGE ORDERS

- A. Any material change to the overall scope of the Contract requires prior approval by the GCLBA. Example: changes in Contract price, which may result from changes in Scope of Work requirements.

1.6 LIQUIDATED DAMAGES

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

1.7 WARRANTY.

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

design furnished by Contractor. Contractor shall also restore any work damaged in fulfilling the terms of this Article.

1.8 RE-INSPECTION FEE.

- A. If the Contractor's work fails an inspection from a GCLBA authorized consultant, GCLBA will charge Contractor for the failed inspection by the amount GCLBA is billed for the failed inspection.
- B. If the Contractor's work fails the GCLBA's inspection after Contractor requests inspection, the GCLBA will charge Contractor a \$75 re-inspection fee per re-inspection.

END OF SECTION 100

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 DESCRIPTION

- A. Soil erosion permits are required for certain parcels. Contractor, at Contractor's expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/ or well/septic abandonment permits from all appropriate authorities. **Soil erosion permit or waiver is a required submittal for receipt of payment.**
- B. Contractor is to make application to Genesee County Drain Commission (GCDC) for Soil Erosion and Sedimentation Control (SESC) permits and/or waivers for every parcel. The GCDC office has requested the Contractors submit applications and payment in batches of no more that 25 parcels at a time.
- C. Any work requiring consultation and coordination with the State of Michigan for permitting will be the responsibility of the Contractor.

1.2 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:

- i. 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:
 - i. The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.
 - ii. 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.
 - iii. 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:
 - i. 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

PART 1 - GENERAL

1.1 PROJECT CONDITIONS

- A. Dust Control
 - i. 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.
 - ii. All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties.
- B. Protection
 - i. The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.
 - ii. 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.
- C. Safety
 - iv. The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.
- D. Permits
 - (1) SEE SECTION 200.1.1.A

1.2 REFERENCES

- A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:
<https://mdotjboss.state.mi.us/SpecProv/specBookHome.htm>
- B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2020), (copies available for review on MDOT website:
<https://www.michigan.gov/mdot/business/construction/standard-specifications-and-publications> ; copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

PART 2 - PRODUCTS

2.1 FILL MATERIAL

2.1.1 General Requirements

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

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:
 - i. Category 1: Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites;
 - ii. Category 2: Commercial, Utility, and Road Construction Sites; Commercial Landscape Yards, Agricultural Sites, Amended Topsoil;
 - iii. 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:
 - i. 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:
 - 1. The origin of the backfill material and address location.

2. Affirm no evidence of known or suspected sources of environmental contamination that may have impacted proposed backfill materials.
 3. 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.
 4. Certifies that all information submitted is complete and accurate,
 5. Certify that the soil samples were collected by a qualified and knowledgeable individual and identify that individual,
 6. Certify that samples were collected and analyzed in accordance with methods approved by the USEPA SW-846 and/or EGLE PA 201
 7. Certify that the soil samples are representative of the entire material proposed for use at the Authority's properties.
 8. Collection of the following discrete soil samples representative of the backfill material to be imported:
 - a. Category 1 Source Site
 - i. One (1) representative Environmental Sample for analyses identified below per site per year, and
 - ii. One (1) representative Quality Assurance sample for analyses identified below, per site per year.
 - b. Category 2 Source Site
 - i. One (1) representative Environmental Samples for analyses identified below per 5,000 cubic yards of material.
 - If submitting one representative sample for 5,000 cubic yards of material when more material is present on site, the material you are submitting sampling for must be segregated.
 - ii. If stockpile consists of more than 5,000 cubic yards and Contractor is not testing the entire stockpile, then the material that is being tested must be segregated from the stockpile. Submittals should include proof of the segregated material.
 9. Complete laboratory analyses as described below for each soil sample collected.
 10. For Category II Source Sites provide the volume of the source material and/or segregated material.
 11. Provide a scaled site map or aerial photograph depicting the source material origin and sample location(s).
 12. For segregated material, submit photos of segregated material.
 13. Prepare a complete deliverable package as described below.
- ii. 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 demonstration

that the proposed backfill materials meet Environment, Great Lakes and Energy (EGLE) 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:

- i. Volatile organic compounds (EPA Method 8260) – Note: Backfill material with any detectable concentrations of volatile organic compounds may be rejected.
- ii. Semi-volatile organic compounds (EPA Method 8270)
- iii. Pesticides/PCBs (EPA Method 8081/8082)
- iv. Metals, including: arsenic, barium, cadmium, copper, lead, mercury, selenium, silver, zinc (EPA Method 6020, 7470/7471)
- v. 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 EGLE 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:

- vi. 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.
- vii. Transfer the discrete grab sample into an appropriate sample container.
- viii. Secure the cap tightly. Methanol preservation of soils (EPA Method 5035) is required for volatile organic compound analysis.

- ix. Label and tag the sample containers, and record appropriate data on soil sample data sheets (depth, location, color, and other observations).
- x. 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.
- xi. 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

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

- i. 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

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

- xiii. Certification Form per material, for approval by Authority upon review of the above identified deliverable.
- xiv. Statement per material from a qualified environmental professional that the material meets specifications for the purpose for which it is being submitted.
- xv. 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 Appendices.

PART 3 – EXECUTION

3.1 PREPARATION

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

3.2 DEWATERING

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

3.3 EXCAVATION

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

3.4 STABILITY OF EXCAVATIONS

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

3.5 APPROVAL OF SUBGRADE

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

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

- A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
 - i. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

- (1) 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:
 - xvi. Receipt of approval to proceed from local municipality building inspector.
 - xvii. Acceptance of removals below finish grade.
 - xviii. Removal of trash and debris from excavation.
 - xix. Removal of temporary shoring and bracing and sheeting

3.8 FILL

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

3.9 BARRIERS

- A. Contractor shall install and maintain barriers at all excavations to protect public safety.
- B. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Contractor shall install and maintain barriers at all open hole and/ or debris pile. A minimum of 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.
- D. At any time during the demolition process when an open hole and/ or debris pile must be left unattended more than 24 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.
 - i. 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.
 - ii. Safety Barrier Fence must be installed using commercially available wooden or metal stakes that will secure and hold up the safety barrier.

- iii. 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.
 - iv. Safety Barrier Fence spans in excess of 20' must have an interstitial stake, spaced equally between corner stakes.
 - v. 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.
 - vi. Mend individual pieces of Safety Barrier Fence using cable ties at each row of mesh.
 - vii. 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.
- E. When indicated in Attachment D (primarily for commercial projects where load out is unable to be achieved within 48 hours or additional concerns exist): A fence will be installed around the perimeter of the project site. The fence shall be 6' high and be constructed of sections of chain link fence with galvanized support posts no more than 8' spacing.

The fence shall be installed by either setting galvanized posts into the ground a minimum of 30" or by affixing galvanized bases to the posts and weighting them with sandbags.

Gates installed to allow access to the site shall be locked with heavy gauge chain whenever the site is left unattended.

Contractor must affix to the fence, in a conspicuous area, one construction sign noting the contractor's business name and contact telephone number. The sign shall measure at minimum 36"x24".

Contractor must affix to the fence, in a conspicuous area, one construction sign noting the minimum level of personal protective equipment (PPE) requirements while on site. The sign shall measure at minimum 36"x24".

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.
 - i. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - ii. 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.
 - i. Provide a smooth transition between existing adjacent grades and new grades.
 - ii. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: The leveling of the site surface shall be done in a way to prevent excessive runoff into the abutting street or properties, or cause pooling or ponding in the site and must provide a smooth transition between existing adjacent grades and new grades. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.
- C. Retaining walls: For guidance on backfill and final grade associated with the demolition of retaining walls, refer to Section 400 Part 3.5.B.

3.13 SEEDING AND WATERING

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

3.14 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCLBA/GCLBA's Representative.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
 - i. Scarify or remove and replace material to depth directed by the GCLBA's representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the warranty period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
 - i. 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 as indicated in IFB/RFP documents. The work of backfilling shall include all labor, materials and equipment necessary for filling and compaction of the subgrade prior to placing any improved surface. The work of final-grade, seed, and straw shall include all labor, materials and equipment necessary for placing and grading topsoil, seeding, mulching and watering per specifications. **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 SUMMARY

- A. This Section includes the following:
 - xx. Protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
 - i. Demolition and removal of building, basements, and foundations.
 - xxi. Demolition and removal of site improvements and features, including but not limited to retaining walls, private concrete and paving, sidewalks, curbing, private utility poles, marquee signs, sprinkler systems, and foundation landscaping. Remove below grade features including foundations and wiring. Remove trees within five (5) feet of excavations; trees that have been damaged by the contractor; trees whose roots have been damaged or exposed through the course of the work; and trees that are **dead/rotten and/or are in jeopardy of falling**. Trees are to be considered dead/rotten/in jeopardy of falling if they have obvious fire damage, large mushrooms/fungi growing on the trunk, broken tops, etc.

Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
 - ii. Demolition and removal of all material, material piles, fencing, trees, debris, etc.

1.2 DEFINITIONS

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

1.3 MATERIALS OWNERSHIP

- A. With the exception of automobiles or 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.
- B. Contractor shall not take it upon themselves to remove automobiles. Contractor is to coordinate with GCLBA for the removal of any automobiles on site. Such coordination may include creating access to automobiles so that GCLBA authorized business may tow subject automobiles away.

1.4 SUBMITTALS

- A. General: Submit each item in this Article to GCLBA, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
 - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.
- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Trucking log(s) tracking loads out of and loads in to each project. Each load should be described in detail (i.e. Demo debris, concrete, backfill, brush, topsoil, etc.).
- H. Records for delivery of bituminous or concrete material to a recycler. If no receipts are provided, Contractor must supply a confirmation statement identifying loads delivered, where the loads were delivered, and that the receiving facility is appropriately permitted/licensed.
- I. Fill Dirt and Topsoil load receipts that show where the dirt came from (Source) and the address (demolition site) where it was dumped. The Source will be required to provide a load ticket and contractor and/or contractor truck driver will be required to include the address where the load was dropped. The Source receipt will need to be date stamped and signed by an authorized representative of the Source.
- J. Seeding and Watering Report
- K. Seed tags from Dutch white clover seed
- L. Sidewalk and/or curb replacement permit and certification from City or Township.
- M. Refer to Section 100 Part 1.1.E.

1.5 QUALITY ASSURANCE

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

1.6 PROJECT CONDITIONS

- A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
- B. Buildings to be demolished will be vacated and their use discontinued before start of work.
- C. GCLBA assumes no responsibility for actual condition of the buildings to be demolished
 - i. 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

3.2 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. Survey the structure to ensure structures are thoroughly abated and vacant immediately prior to beginning demolition activities.
- D. Perform surveys as the Work progress to detect hazards resulting from demolition activities.

3.3 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. Place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract.
- D. 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.
 - ii. Any work that may interfere with roads, streets, or sidewalks should be coordinated with appropriate municipality traffic control office. In the City of Flint, this is handled by the - Department of Traffic Engineering 810-766-7135.
- E. Once demolition operations have begun, structural components are to be expeditiously removed from the site and disposed of properly.
- F. 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. Refer Section 300 Part 3.9 BARRIERS for additional details.
 - 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.

3.4 EXPLOSIVES

- A. Use of explosives will not be permitted.

3.5 POLLUTION CONTROLS

- A. 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 2A unless materials are identified as having been previously removed. Even if materials are identified as being previously removed, Contractor is expected to make its own inspections and verifications by knowledgeable individuals prior to beginning demolition.

It is the policy and practice of the GCLBA to abate what can feasibly be abated despite the condition of the structure, regardless of the friable/non-friable condition of the ACM, and 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.

All structural concrete- including walls, floors, and foundations- are to be appropriately manifested and disposed of as asbestos when a structure is demolished with ACM or PACM present, unless bidder submits with their proposal a regulator approved plan for alternative methods of concrete disposal.

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 GCLBA staff identified in the bidding documents. Bidders will be invited to review information via Box.com.

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

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

Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable.

- B. 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.
- C. Ordered Demolitions –
 - i. Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions) or demolition of structures as asbestos containing :
 - (1) An Asbestos NESHAP trained person must be on site during the demolition
 - (2) ALL CONTRACTORS ARE REQUIRED TO HAVE A WATER TRUCK/WATER SOURCE ON SITE.**
 - (3) 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*). Please note, MIOSHA never waives a wetting requirement.
 - (4) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
 - (5) All debris must be disposed of as **“friable asbestos” (RACM)** at a Type II landfill and disposal records must be kept for 2 years.
 - ii. Requirements per MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions) or demolition of structures as asbestos containing:
 - (1) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person.
 - (2) Demolition involving Class I ACM requires the Contractor to prepare and retain an Alternative Work Plan as defined in 1926.1101(g)(6).
- D. 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.
- E. 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.

- F. 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.

G. DEWATERING

- i. Contractor will be responsible for dewatering as necessary, to include notification to the appropriate authorities, attainment of required permits, and the characterization and appropriate disposal of liquids.
- ii. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- iii. Protect subgrades from softening and damage by rain or water accumulation.

H. USE OF WATER

- i. All contractors are REQUIRED to have and use a water truck/sufficient water source. Contractors must provide hoses per project, or a water canon capable of sufficient dust suppressing mist. Two hoses should be used as a best practice. Two hoses may be achieved with two hoses 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:
 - (1) 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.
 - (2) Minimizing any drop distances.
 - (3) Limiting work that creates dust on windy days.
 - (4) Covering debris piles/open holes if existing for more than 24 hours.
- ii. 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.

- iii. 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.
 - iv. **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.
 - v. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
 - vi. Use two hoses or a water canon, water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 - vii. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
 - viii. 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.
 - ix. Minimize any drop distances.
 - x. Limit work that creates dust on windy days.
 - xi. Cover debris piles/open holes if existing for more than 24 hours.
- I. USE OF CITY OF FLINT WATER: The City of Flint has a limited number of water meters available for rent. These meters will be rented to contractors with the understanding that contractors follow the following procedures:
- i. Only use hydrants sparingly. Contractor must notify the appropriate City of Flint water official prior to hooking up to a hydrant and acquire approval.
 - ii. 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 EGLE 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.**
- J. Remove and transport debris in an expedient manner that will prevent spillage on adjacent surfaces and areas.
 - K. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

- L. 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.
- M. Debris shall be loaded out accordingly and promptly once demolition activity has begun.

3.6 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:
 - i. 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.
 - ii. Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities existing to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork and demolition operations.
 - iii. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - iv. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - v. Debris from demolition or deconstruction activities that remains on a site must be kept wet at all times or covered at the end of each workday with non-permeable plastic. Plastic sheeting must be anchored.
 - vi. Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
 - vii. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 - viii. Remove air-conditioning equipment without releasing refrigerants.
 - ix. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
- B. Retaining walls: Contractor is to completely demolish retaining walls associated with site to include removal of footings, trees, shrubs and bushes within 5 feet of the wall, and along the portion to be demolished. Contractor is to protect any portion of retaining wall to remain beyond site boundaries. Contractor is responsible for contracting utility companies as necessary to determine requirements to remove or relocate on-site utility poles and associated telecommunication, cable, and electrical lines that exist in the vicinity of the retaining wall.
 - i. Saw-cut retaining wall to protect portions of the structure to remain.
 - ii. Remove retaining wall, buttresses, and associated sub grade foundations in sections, completing fill and compaction as necessary to prevent collapse of soils behind wall;
 - iii. Backfill and compact foundation/footing excavation with GCLBA approved Class II sand;
 - iv. Place backfill in 1 foot lifts and compact, maintaining a 1 to 4 slope for the above grade portion, to 6" below final grade;

- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
 - i. Basement Excavation
 - (1) Below grade structures foundation/basement floor shall be totally removed.
 - (2) As indicated, basement excavation and below ground work is to be coordinated with GCLBA's specified Qualified Environmental Professional.
- D. 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.
- E. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- F. 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.

Contractor is to place GCLBA-provided yard signs in a visible location during demolition and load out of debris. Yard signs are to be maintained and reused and returned to GCLBA with conclusion of demolition work under the contract.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Debris from demolition or deconstruction activities that remains on a site must be covered at the end of each workday with non-permeable plastic. Plastic sheeting must be anchored.
- C. Burning: Do not burn demolished materials.
- D. Disposal: Transport demolished materials off GCLBA's property and legally dispose of them.
- E. Contractor shall supply GCLBA with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must be supplied to the GCLBA in a timely manner to insure payment will be paid in a timely manner.

END OF SECTION 400

APPENDIX 2-EGLE – NESHAP PROGRAM/MEMO TO CONTRACTORS



NOTICE TO ALL CONTRACTORS

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

ABBREVIATIONS

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

MDEQ/EGLE Air Quality Division contacts regarding NESHAP:

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

MIOSHA contacts:

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

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

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

Demolition as asbestos containing, non-ordered (2/28/2014 communication)

There are instances in which, for various reasons, a structure cannot be fully abated yet does not qualify as "ordered" demolition for the purposes of NESHAP (being "structurally unsound AND in imminent danger of collapse"). These structures require 10-day NESHAP notifications to State regulators and should be demolished in practice as if the structures were ordered demolitions by NESHAP standards.

An ordered demolition is any demolition taking place by order of a governmental body. For NESHAP purposes, only structures that are "structurally unsound and in imminent danger of collapse" are to be notified as "Ordered." All other demolitions, regardless of whether they are to be demolished as containing or non-containing are subject to 10-day notifications and to be notified as "scheduled" demos.

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

- NESHAP Section 10:
 - Answer "Yes" asbestos is present.
 - Answer "No" to being removed prior to demolition.
 - Use the (required) asbestos survey to quantify asbestos where possible. If unable to quantify, and the whole structure is being demolished as containing, then put the approximate square footage of home that will be demolished as asbestos under square feet as RACM.
- NESHAP Section 11:
 - If you are able to fill out #11 check "other" and write in "entire structure" or the portion of the structure that will be removed as asbestos containing (i.e. it was possible to abate the main floor or a portion thereof but not possible to abate the basement or the back room. The main floor can be demoed and disposed of as non-containing but the basement or the back room will have to be demoed and disposed of as containing friable asbestos).

Disposal of materials generated under "As containing" demolitions (3/30/2016 communication)

Per our EGLE representatives, concrete materials (i.e. foundations) from demolitions that are either proven or assumed RACM must be disposed of as friable asbestos. For example, all burnouts that are burned to foundation must be disposed of as friable asbestos. If a structure was thoroughly surveyed prior to burning to the foundation and only contained non-friable ACM, then the concrete material could be recycled. Recycling of *metals* from an "As Containing" demolition is allowed if the contractor has an independent third party verify that metal materials were first cleaned.

Section 10 of the NESHAP- Per a discussion with Mr. Dechy of the MDEQ/EGLE, the following are some examples of how to complete Section 10 of the NESHAP in various scenarios:

- Contractors performing demolition only (after abatement has taken place) need to refer to the survey when filling out NESHAP's, and, if asbestos was present in the survey, then they need to select "YES" to question 10. If the asbestos has been 100% removed, then they need to select "To be removed prior to demolition" and leave it at that. See below for scenarios where GCLB has abated all ACM except roofing materials, drywall joint compound composited less than 1%, or possible other non-friables in good condition and unlikely to be made friable during demolition (i.e. mastic).
- Contractors managing demolition and abatement should follow the same rule. If **all** asbestos is removed prior to demolition, then make the selections noted above. If any materials are to remain, then contractors need to refer to scenarios below
- When demolishing a burnout as asbestos containing, contractors need to select "YES" to question 10 and then fill out the table as best they can with information from the survey. They should enter the amount of anticipated debris as "RACM to be Removed" and include in that same area a note that the structure is a burnout.
- Contractors demolishing structures where roofing materials, drywall joint compound with a composite less than 1%, or mastic (depending on how we decide to move forward) remain in place during demolition will to select "YES", fill out any RACM that was removed prior to demo (**all** RACM must be removed unless structure is a burnout or otherwise demonstrably unsafe to abate).
- Roofing Materials: "YES" then fill in the appropriate data under "Non-friable ACM not removed prior to demo." MIOSHA needs a notification.
- Drywall and joint compound with a composite of less than 1%: "NO" for NESHAP. MIOSHA needs a notification.
- Mastic on non-Cementous materials: "YES" then fill in the appropriate data under "Nonfriable ACM not removed prior to demo." MIOSHA needs a notification.

Tire transport and disposal- When bidding on demolition and abatement bids, or bids that require disposal of tires, contractors need to provide GCLBA with a copy of their MDEQ/EGLE Scrap Tire Hauler Registration. If you currently possess one, please forward it for inclusion in your prequalification file. If the respondent does not have such a license, a subcontractor with said license will need to be identified and all necessary licensing and certifications (including insurance certs) will need to be included for your subcontractor with your RFP response. Additionally, when transporting and disposing of tires, contractors must utilize the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)).

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

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

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

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

- <https://www.michigan.gov/egle/about/organization/air-quality/air-permits/new-source-review>
- <https://www.michigan.gov/egle/about/organization/air-quality/air-permits/new-source-review/active-permit-conditions>

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.
- Follow all runs to each boot, don't assume that because you don't see wrap on five of the boots the sixth one isn't wrapped either.
- For transite removal; don't drop transite panels to the ground ever, place in bags and lower.

- For transite removal; if the home doesn't have windows, make sure you look inside the home for pieces of transite after abatement. I have found pieces of transite in the homes post abatement more than I can count on one hand.
- A binder kept on-site during jobs that may include worker accreditations, a copy of the latest notification, asbestos report, generator labels and a copy of the waste manifest that will be used along with the waste disposal site information
- Call if something doesn't look right or if there are any questions, we are here to help.

Tuesday, November 5, 2013 Notice to Contractors

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

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

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

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

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

WETTING AND WAIVERS OF REQUIREMENTS: NESHAP has guidelines and waivers regarding wetting of ordered demos in temperatures below 32 degrees (including daily temperature logs); MIOSHA however, never waives a requirement and requires that demos will still be wetted for worker safety in the winter months. Mr. Thelen suggested there are some methods of compliance to avoid the hazard caused by freezing (i.e. mixing water with agents that stop it

from freezing). Mr. Thelen can be contacted for further information regarding compliance. Be aware that whatever method used to mitigate the freezing hazard will have to remain compliant with other environmental regulations.

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

NON-FRIABLES: *While on site*, per MIOSHA, non-friable ACMs (which are not regulated by NESHAP) must be treated as containing with appropriate worker safeguards in place.

MANIFESTSING AND WASTE DISPOSAL: Waste manifests from the contractors and the dump tickets (receipts) from the landfills must match, with all friable and non-friable asbestos clearly and correctly identified on the waste manifest **and** dump ticket. Any load containing non-friable asbestos must be manifested as non-friable asbestos so that landfills are able to make appropriate determinations about the handling of the material. Any load containing suspect or presumed asbestos containing material (PACM), or known friable asbestos must 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.

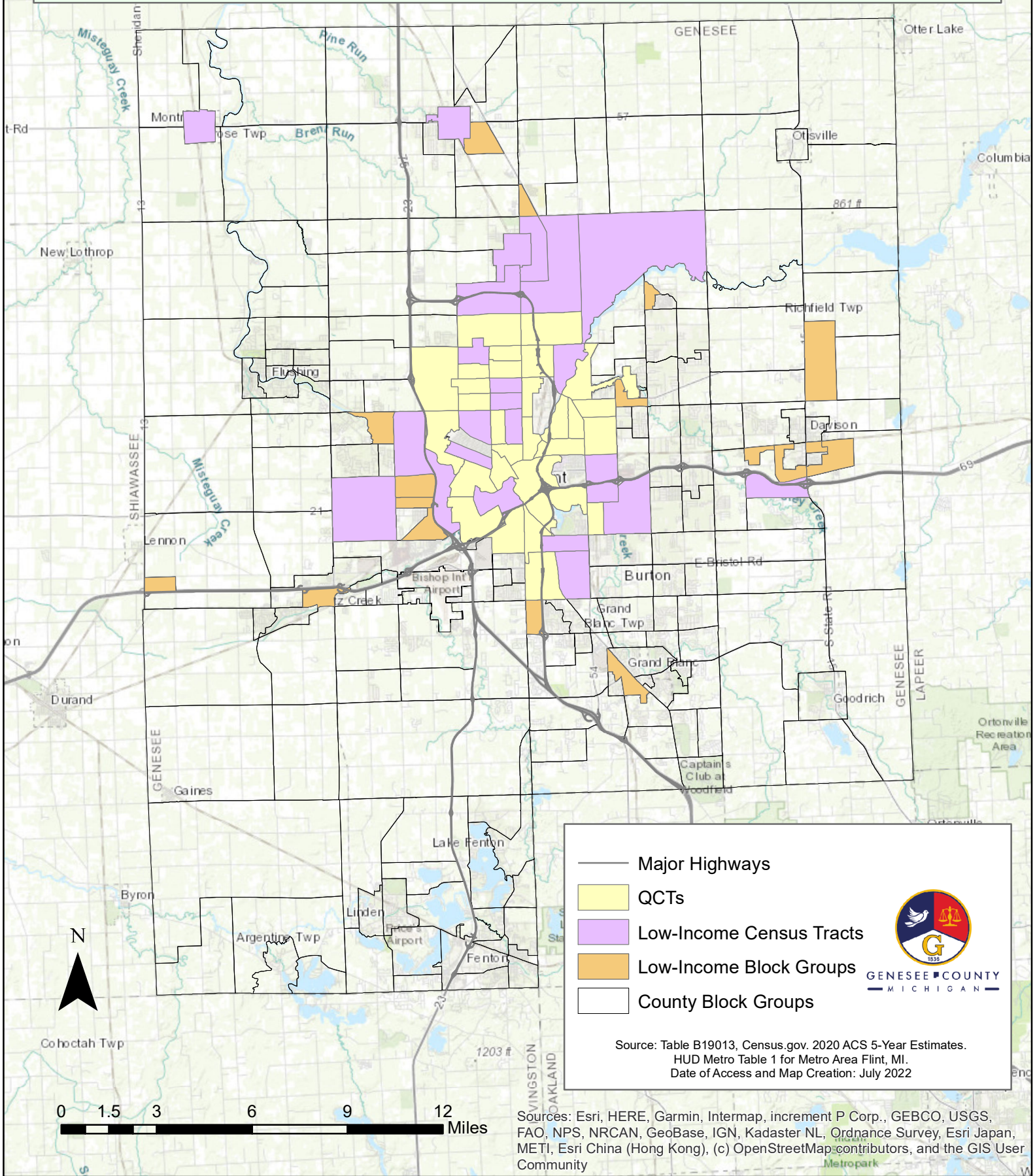
Revised February 25, 2020

APPENDIX 3- MAP AND BOUNDARIES OF TARGET AREA

Genesee County ARPA

Land Bank Demolitions

Low-Income and Qualified Census Tracts and Low-Income Block Groups
2022



APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

- A. Federal Labor Standard Provisions
- B. Equal Opportunity Clause (Executive Order 11246 as amended)
- C. Nondiscrimination Clause

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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.



Office of Federal Contract Compliance Programs

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

- a. 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.
- b. 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.
- c. 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.
- d. 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

- a. 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**.
- b. 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.
- c. 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**.
- d. 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

- a. 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.
- b. 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

- a. 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.
- b. 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

- a. "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.
- b. 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.
- c. 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

- a. 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.
- b. 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.

- c. 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

- a. 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.
- b. 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.



Office of Federal Contract Compliance Programs

An agency within the U.S. Department of Labor
200 Constitution Ave NW
Washington, DC 20210
[1-866-4-USA-DOL](tel:1-866-4-USA-DOL)
[1-866-487-2365](tel:1-866-487-2365)
www.dol.gov

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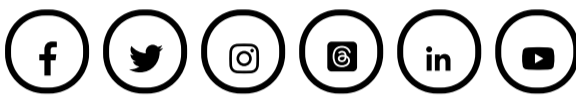
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NONDISCRIMINATION CLAUSE

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.

**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 GCLBA Contract Manager by (DATE). All final-grade work must be completed by (DATE) and final paperwork and payment requests must be submitted to the GCLBA Contract Manager by (DATE).

Contractor will be responsible for any inspection fees to local municipality.

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.

This is NOT/OR IS NOT a Section 3 covered contract.

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

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

FEES AND PAYMENT. The GCLBA will pay the Contractor a fixed price not to exceed (\$\$\$\$). The GCLBA will not pay for services beyond the funds available in the (FUNDING SOURCE) funding or the contract amount, unless agreed to, in advance and in writing, by both parties to this Contract. Payment to Contractor is made by the GCLBA on a net 30 to 60 day cycle upon receiving completed payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.).

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) The Contractor shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ , times the basic rate

of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available for review upon request.

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

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

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

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

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

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

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

FAIR HOUSING. Contractors must comply with the Fair Housing Act Title VIII of the Civil Rights Act of 1968 as amended and the Genesee County Land Bank Authority Fair Housing Policy as stated: "Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual orientation or disability, is a fundamental policy of the Genesee County Land Bank Authority (GCLBA). GCLBA is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing activities. As a county governmental authority undertaking housing activities, GCLBA has an ethical as well as legal imperative to work aggressively to ensure that GCLBA housing programs comply fully with all local, state and federal fair housing laws."

INTEREST OF THE GCLBA AND LOCAL PUBLIC OFFICIALS. The undersigned certifies, to the best of his or her knowledge and belief that: no member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the administration of the **GENESEE COUNTY BLIGHT ELIMINATION PROGRAM or any of the listed funders under the preamble to this contract or the invitation for bids**, 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.

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 CONTRACT CLAUSE

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

1. 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.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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 75 regulations, and that they will comply with and cause to be included any subsequent agreement 24 CFR § 75.19 and § 75.27:

[24 CFR § 75.19 Requirements.](#)

(a) *Employment and training.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in [paragraph \(a\)\(1\)](#) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3

workers residing within the service area or the neighborhood of the project, and
(ii) YouthBuild programs.

24 CFR [§ 75.27 Contract provisions.](#)

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of [§ 75.19](#), regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

3. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 75.
4. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

REQUEST FOR PAYMENT CHECKLIST

ADDRESS:	PARCEL NUMBER:
CONTRACTOR:	BID NUMBER:
Contractors must provide the following information with each payment request (only supply one copy for All Payment Request Packets):	
	<ul style="list-style-type: none"> ▪ <i>If sub-contracting, you must receive approval prior to utilizing a subcontractor. Approval will require proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed and insured. Subcontractors must meet the same insurance requirements. GCLBA may request certifications, proof of appropriate medical certifications, etc. for individual workers.</i>
	<ul style="list-style-type: none"> ▪ Certified Payroll – for all workers and time worked on project at wages indicated in specifications.
	<ul style="list-style-type: none"> ▪ Sworn Statement (All subcontractors must be listed)
	<ul style="list-style-type: none"> ▪ Waivers of lien from Contractor and Waivers of lien from all subcontractors
	<ul style="list-style-type: none"> ▪ Invoice on Contractor's letterhead
	<ul style="list-style-type: none"> ▪ Backfill & Top Soil Sampling Forms – refer to specifications and attached example forms
	<ul style="list-style-type: none"> ▪ Seed label from seed mix used on projects.
Y/N	The remaining submittals must be submitted on a project specific basis:
	<ul style="list-style-type: none"> ▪ Attestation Form(s)
Y/N	ABATEMENT
	<ul style="list-style-type: none"> ▪ Completed State NESHAP Notification
	<ul style="list-style-type: none"> ▪ Pre-Abatement Walkthrough form
	<ul style="list-style-type: none"> ▪ Field Report/Daily Log
	<ul style="list-style-type: none"> ▪ Address Specific Abatement Summary Tracking Sheet - Manifests
	<ul style="list-style-type: none"> ▪ Air monitoring/sampling/clearance documentation per property
	<ul style="list-style-type: none"> ▪ Before and after Pictures of items removed/abated uploaded to Box.com
	<ul style="list-style-type: none"> ▪ Line Item Invoice for subcontractors
Y/N	DEMOLITION CONTRACTORS
	<ul style="list-style-type: none"> ▪ Completed State NESHAP Notifications
	<ul style="list-style-type: none"> ▪ Pre-Demolition Walkthrough form
	<ul style="list-style-type: none"> ▪ <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>
	<ul style="list-style-type: none"> ▪ 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>
	<ul style="list-style-type: none"> ▪ Air monitoring/sampling/clearance documentation per property
	<ul style="list-style-type: none"> ▪ Receipts for loads of backfill, and topsoil brought to site and loads of concrete transported off site
	<ul style="list-style-type: none"> ▪ Watering Report
	<ul style="list-style-type: none"> ▪ Demolition Permit
	<ul style="list-style-type: none"> ▪ Soil Erosion Permit or Waiver
	<ul style="list-style-type: none"> ▪ Confirmation of well/sewer abandonment by municipality for projects outside the City of Flint
	<ul style="list-style-type: none"> ▪ Additional as necessary: Sidewalk permits, proof of water removal and disposal, proof of metal disposal, etc
	<ul style="list-style-type: none"> ▪ Before and After Photographs of the site (labeled – front, back, left side, right side),sidewalks and approaches
	<ul style="list-style-type: none"> ▪ <i>City or Township Inspection receipt</i> - <input type="checkbox"/> Winter-Grade <input type="checkbox"/> Final Grade <input type="checkbox"/> Open Hole
	<ul style="list-style-type: none"> ▪ Has contractor requested GCLBA Inspector final inspection?



SWORN STATEMENT

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

_____ being duly sworn deposes and says:

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

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

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

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

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

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

Contractor's Name: _____ Deponent)

By: _____

Its: _____

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

Subscribed to and sworn to before me this _____ day of _____ 20____

_____ Notary Public

_____ County, Michigan

My commission expires: _____



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

SWORN STATEMENT

Project Location:

Parcel ID No.:

Type of Project:

Contact Person:

_____ being duly sworn deposes and says:

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

Address:

Parcel #:

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

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

ATTACHMENT C- EXAMPLE PAYMENT REQUEST PACKET(CONT'D)

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

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

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

By: _____

Its: _____

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

Subscribed to and sworn to before me this _____ day of _____ 20____

_____ Notary

Public _____ County, Michigan

My commission expires: _____



FULL CONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

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

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



FULL CONDITIONAL WAIVER OF LIEN

Project Location: _____

Parcel ID Number: _____

Type of Project: _____

Contact Person: _____

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

(Other contracting party)

to provide:

(Type of Improvement)

for the improvement of the property located at the address referenced above. And by signing this waiver waive my/our construction lien to the amount of \$ _____ for labor/materials provided

through _____.
(date of draw cutoff or actual payment)

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



FULL UNCONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



**GENESEE COUNTY
LANDBANK**
452 S. Saginaw, Second Floor
Flint, MI 48502
810.257.3088

PARTIAL UNCONDITIONAL WAIVER OF LIEN

<i>Project Location:</i>	<i>Parcel ID Number:</i>
<i>Type of Project:</i>	<i>Contact Person:</i>

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

for the improvement of the property located at the address referenced above.

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

STATEMENT OF ACCOUNT

Contract Price	\$ _____
Extras	\$ _____
Deduct Credit	\$ _____
Previously Paid	\$ _____
Retention	\$ _____
Balance	\$ _____
This Payment	\$ _____
Balance To Become Due	\$ _____

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

STATEMENT OF ACCOUNT

Contract Price \$ _____
 Extras \$ _____
 Deduct Credit \$ _____
 Previously Paid \$ _____
 Retention \$ _____
 Balance \$ _____
 This Payment \$ _____
 Balance To Become Due \$ _____

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

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

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location:

Parcel ID Number:

Type of Project:

Contact Person:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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

TRUCKING LOG



BID NUMBER: _____

CONTRACTOR: _____

PARCEL NUMBER: _____

SUPERVISOR: _____

ADDRESS: _____

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

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



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

Contractor: _____

Contact name: _____

Contact Phone: _____

Demolition Site location:

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

Parcel ID: _____

Seeding and Watering Checklist:

Please see bid specifications and contract for further details on seeding and watering requirements.+

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

I hereby certify the above information to be accurate.

(Contractor)

(Printed name)

(signature)

Date: _____



LETTER OF ATTESTATION FOR DEMOLITION CONTRACTORS

I hereby make the following attestations on behalf of _____ (Contractor)
with respect to the property located at the following address _____ (Property):

- All documents submitted with respect to the Property, such as bid packages and invoices were true, correct and complete as of the date submitted.
- Contractor has not engaged in collusion or any anti-competitive practices in connection with the preparation or submission of any bid relating to the Property.
- The following have been supplied to the Genesee County Land Bank Authority:
 - Evidence of financial stability-2 years corporate tax returns.
 - Evidence of License and Certification as required (State/Local as needed) and Contractor will continue to keep them current.
 - Evidence of Insurance: Commercial general liability coverage of no less than \$2,000,000; workers compensation and employer's liability coverage of no less than \$500,000; automobile liability with limits not less than \$1,000 per occurrence; professional liability with coverage no less than \$1,000,000;
 - Evidence of legal standing- by verifying a Certificate of Good Standing (corporate or Certificate of Existence (LLCO issued by LARA or Articles of Organization));
 - Surety/Performance Bond-Must be in an amount equal to one hundred percent (100%) of the total contract amounts. Bonds must be issues by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations
- Contractor has no State or Federal debarments/suspensions, conflict of interest or gross program violations.
- If a sub-contractor was utilized, the name of the sub-contractor and the invoice has been supplied to the Genesee County Land Bank.
- Contractor attests that all subcontractors are in compliance with all state and local laws, regulations and ordinances, to the best of contractor's knowledge.
- 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	140-02-402-019	2409 DELMAR AVE	Smoke Detector	1				
1	140-02-402-019	2409 DELMAR AVE	Smoke Detector	3				
1	140-02-402-019	2409 DELMAR AVE	Security Battery	1				
1	140-02-402-019	2409 DELMAR AVE	Duct Wrap (4 boots/4 runs)	140		Square feet		
1	140-02-402-019	2409 DELMAR AVE	Window Caulk (23 Windows)	12		Square feet		
1	140-02-402-019	2409 DELMAR AVE	9" Multi-Colored Floor Tile	60		Square feet		
1	140-02-402-019	2409 DELMAR AVE	Vermiculite Insulation	516		Square feet		
1	140-02-402-019	2409 DELMAR AVE						
1	140-02-402-019	2409 DELMAR AVE						
1	140-02-402-019	2409 DELMAR AVE						
2	240-02-403-029	2321 FOREST HILL AVE	CFL	1				
2	240-02-403-029	2321 FOREST HILL AVE	Mercury Light Bulb	1				
2	240-02-403-029	2321 FOREST HILL AVE	White Linoleum	90		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	9" Brown Multi-Colored Floor Tile	150		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Window Caulk (22 Windows)	11		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Duct Wrap (1 boot)	5		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE	Brown Linoleum	42		Square feet		
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
2	240-02-403-029	2321 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE	Tire	1				
3	340-02-403-026	2401 FOREST HILL AVE	12" Tan Floor Tile/Gray Linoleum (2 Layers)	76 (Room Size is 38 Sq. Ft)		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Stucco- Rough Textured	452		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Duct Wrap (4 boots/4 runs)	140		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE	Tan Linoleum/Red Linoleum (2 Layers)	18 (Room Size is 9 Sq. Ft)		Square feet		
3	340-02-403-026	2401 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE						
3	340-02-403-026	2401 FOREST HILL AVE						
4	440-02-258-008	2514 FOREST HILL AVE	Mercury Thermostat	1				
4	440-02-258-008	2514 FOREST HILL AVE	Duct Wrap (3 boots/ 3 runs)	95		Square feet		
4	440-02-258-008	2514 FOREST HILL AVE						
4	440-02-258-008	2514 FOREST HILL AVE						

Ensure each indicated Manifest/BOL and Receipt are attached to individual payment requests.

EXAMPLE ABATEMENT SUMMARY SHEET

No.	Parcel ID	Address	Material	Quantity & Units	Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
5	40-02-401-024	2413 HUMBOLDT AVE	Mercury Thermostat	1				
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	3				
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	9				
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet			
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap	2	Square feet			
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
5	40-02-401-024	2413 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	3 Ballasts				
6	40-02-401-018	2437 HUMBOLDT AVE	Security Battery	1				
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast				
6	40-02-401-018	2437 HUMBOLDT AVE	Tire	1				
6	40-02-401-018	2437 HUMBOLDT AVE	Transite Siding	1,965	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Window Caulk (20 Windows)	10	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE	Stucco- Rough Textured	574	Square feet			
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
6	40-02-401-018	2437 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	2				
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	1				
7	40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector	1				
7	40-02-182-023	2501 HUMBOLDT AVE	Duct Wrap (10 boots/4 runs)	170	Square feet			
7	40-02-182-023	2501 HUMBOLDT AVE	9' Gray Multi-Colored Floor Tile	452	Square feet			
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						
7	40-02-182-023	2501 HUMBOLDT AVE						

Ensure each indicated Manifest/BOL and Receipt are attached to individual payment requests.

APPENDIX 7—EXAMPLE BACKFILL & 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—SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE

EXAMPLE DOOR HANGER



PARA ESPAÑOL:



**LIMIT CONTACT WITH
DEMO DUST & DEBRIS**



DEMOLITION IN AREA

Within the next few weeks, demolition will begin at:

**FOR YOUR SAFETY DURING & IMMEDIATELY
AFTER DEMO AND DEBRIS REMOVAL**

- Keep children and pets inside
- Keep doors and windows closed
- Use soapy water to wipe floors, windows, and dusty areas inside and outside your home
- Wash hands often, especially before eating
- Do not touch debris

PLEASE CALL IF YOU SEE...

- Demolition without the use of water spray
- Anyone illegally dumping on the property
- Open holes or debris left for 48 hrs. or more
- Any other demolition concerns

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

810-257-3088 ext. 528

The Land Bank takes the following steps to ensure that demolitions are conducted safely and with minimal risk or inconvenience to nearby residents

Asbestos & Hazardous Material:

Contractors take precautions to remove and mitigate health hazards.

Dust Control: Houses are sprayed with water during demolition to keep dust down and prevent it from spreading.

Accountability: Contractors caught violating demolition requirements will be held accountable. Call 810-257-3088 ext. 528 to report any problems.

**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

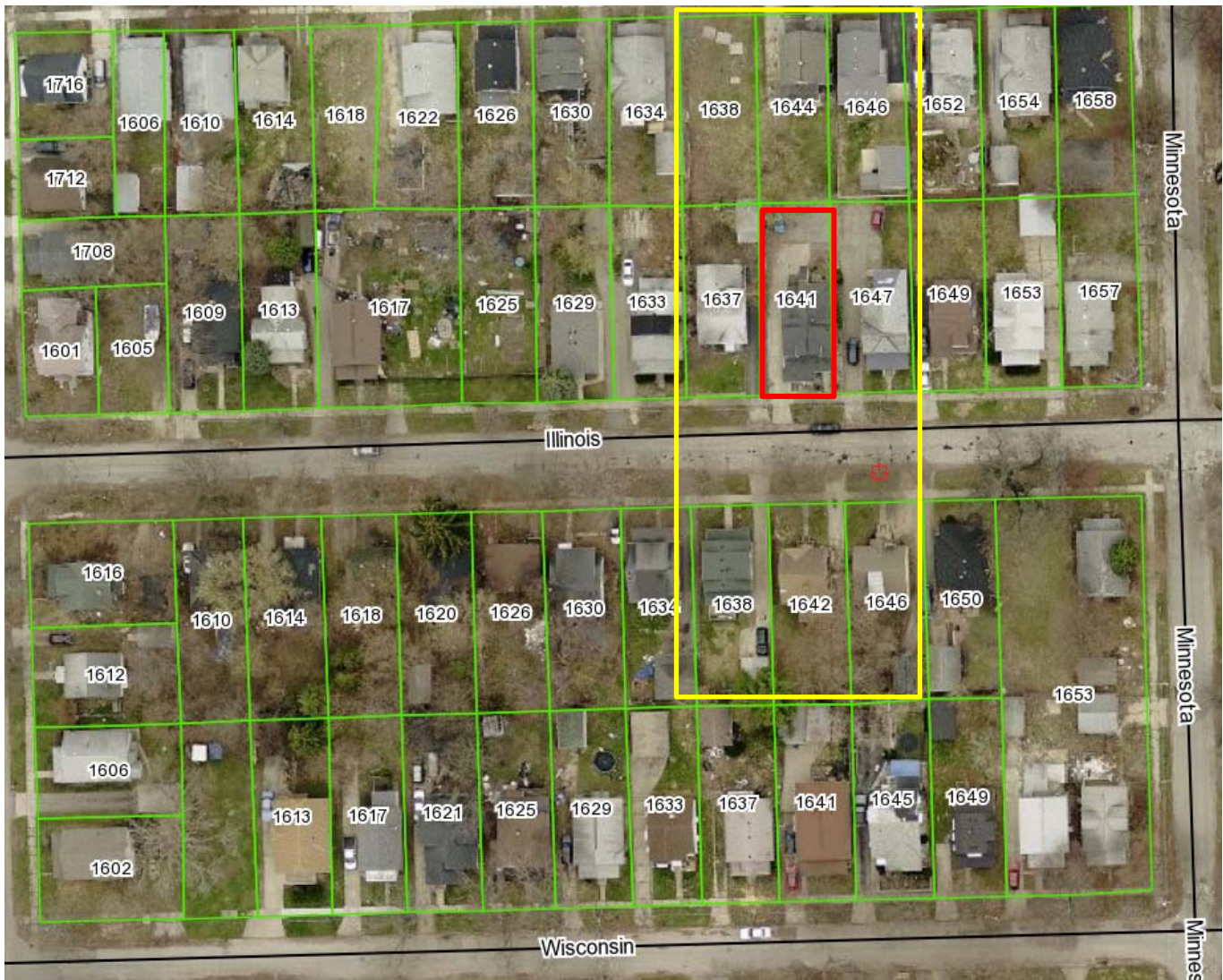
**PARKING & DRIVING ON LOTS IS NOT
PERMITTED. VIOLATORS MAY BE
TICKETED & TOWED.**

Demolition Map – Example of where to place door hangers

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

House being demolished

Area where door hangers should be placed



APPENDIX 9—PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS



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

GENESEE COUNTY LAND BANK PRE-ABATEMENT WALKTHROUGH

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

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

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

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

Signature

Date



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

GENESEE COUNTY LAND BANK PRE-DEMOLITION WALK THROUGH

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

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

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

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

Signature

Date

APPENDIX 10—GENESEE COUNTY ATTACHMENT E & F

Attachment E

Minority/Women Business Enterprise Procurement Procedures Genesee County American Rescue Plan Act (ARPA) Program

Projects assisted with Genesee County American Rescue Plan Act (ARPA) funds must comply with Program procurement standards. Federal regulations contained at 2 CFR Part 200 require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmprc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE. Should the outreach documentation not include a potential MBE/WBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F

Genesee County MBE/WBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/WBE: YES NO

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE: YES NO

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE: YES NO

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

APPENDIX 11—ARPA CONTRACT BETWEEN THE CITY OF FLINT AND GENESEE COUNTY LAND BANK AUTHORITY

ARPA Subrecipient Memorandum of Understanding Between the City of Flint and Genesee County Land Bank Authority

This ARPA Subrecipient Memorandum of Understanding (“MOU”) is agreed to between the City of Flint (“City”), a Michigan municipal corporation, and the Genesee County Land Bank Authority (“Subrecipient”).

Recitals

The U.S. Department of the Treasury (“Treasury”) has allocated to the City of Flint approximately \$94 million of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), subject to the terms contained in the acceptance of said funds, the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”), 31 C.F.R. Part 35, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (“Compliance & Reporting Guidelines”) (*available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>*).

The ARPA Act authorizes the City to expend ARPA Funds awarded to the City for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure

(collectively “Eligible Uses”).

Pursuant to the ARPA Act, Eligible Uses under this federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026.

The City desires to allocate portions of the ARPA Funds awarded to the City to entities located in the City, whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating

costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.

Subrecipient has proposed to administer the Strategy to Clear Blight in Flint & Genesee County Project, in a manner satisfactory to the City and consistent with any ARPA funding requirements or other standards required as a condition of providing these funds. Through this program, Subrecipient intends to fund the demolition of up to 850 blighted properties in the City of Flint. Subrecipient is pursuing additional grant funding under this Strategy to complete up to 2,415 demolitions across Genesee County and City of Flint .

Agreement

1. **Effective Date and Term.** This MOU shall commence when last executed by all parties and remain in effect until after the quarterly report showing that all awarded funds have been expended is submitted to and accepted by the City as sufficient, unless terminated by the City in writing.
2. **ARPA Funds.** The City agrees to provide the Subrecipient a total sum not to exceed \$16,000,000.00 to be used to demolish blighted structures in the City of Flint . Subrecipient shall provide the members of the Flint City Council with an opportunity for consulting with subrecipient prior to beginning demolitions in their wards.
3. **Subrecipient's Use of ARPA Funds.** The Subrecipient shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories:
 - a. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - c. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 - d. To make necessary investments in water, sewer, or broadband infrastructure.
4. **Ineligible Uses.** Non-allowable uses of ARPA Funds include, without limitation, the following:
 - a. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;

- b. Damages covered by insurance;
 - c. Usage of funds as a deposit into any pension fund;
 - d. Expenses that have been or will be reimbursed under any federal program;
 - e. Debt service costs;
 - f. Contributions to a "rainy day" fund; and
 - g. Legal settlements.
5. **Reporting Requirements.** To facilitate the City's compliance with reporting requirements for usage of ARPA funding, the Subrecipient must submit, by the 15th day after each quarter (January-March, April-June, July-September, October-December), a progress report on the use of funds. Each report should show, for the immediately preceding quarter:
- a. Itemized expenditures of awarded funds during the quarter.
 - b. To the extent relevant, procurement information for any third-party expenditures beyond \$10,000 during the quarter.
 - c. To the extent that any funds were not spent on direct expenses for the program, a description of how those expenses were determined to be eligible.

The City, in its sole discretion, may determine whether a report is sufficient and/or require Subrecipient to provide supplemental or additional information. Failure to provide any required reports or supplementary/additional information is a material breach of this MOU. Subrecipient agrees to promptly reimburse the City upon request for any expenditures determined ineligible.

6. Financial Management

- a. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. Cost Principles. All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable policies and procedures imposed by the City of Flint and its designated administrative agents.

7. **Maintenance and Audit of Records.** The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this MOU. These records shall be subject to inspection, review and audit by the City or its designee, and as required by the IGA, Interim Final Rule and Compliance & Reporting Guidelines for a minimum of five (5) years following termination of this MOU. If it is determined during the audit that the Subrecipient used ARPA funds for unallowable costs under this MOU, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
8. **Termination.** In accordance with 2 CFR Part 200.471, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.
9. In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial or total termination, the City will reimburse Subrecipient for work authorized or performed through the date of termination including, but not limited to, preparation and presentation of claims, termination and settlement of subcontracts, and any other activities required in order to comply with the order.**General Terms and Conditions**

- a. **Assignment.** The Subrecipient shall not assign or transfer any of its interests in or obligations under this MOU without the prior written consent of the City. This MOU shall be binding upon and inure to the benefit of the parties and their respective successors.
- b. **Counterparts.** This MOU is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one MOU.
- c. **Environmental Conditions**

- i. An environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA's rules and regulations in completing an environmental review and provide documentation of the environmental review to the Grantee.
- ii. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C., 7401, et seq.;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- iii. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they are required under ARPA and apply to the performance of this agreement. **Good Standing:** Subrecipient must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a material breach of this contract, which shall constitute good cause for the termination of this contract.
- e. **Governing Law and Venue:** The MOU will be governed by the laws of the State of Michigan without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the MOU may be instituted and maintained only in a court of competent jurisdiction in Genesee County, Michigan, or the Eastern District of Michigan. Should the City prevail in any legal action against Subrecipient for any reason arising out of this MOU, subrecipient agrees to pay the City's reasonable attorneys' fees and costs.

- f. **Improper Influence/Conflicts of Interest.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this MOU or any subcontract funded by this MOU. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this MOU or any subcontract funded by this MOU.

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
 - ii. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
 - iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- g. **Independent Contractor.** Nothing in this MOU will be deemed to create an association, a partnership, a joint venture, a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.
- h. **Indemnification.** The Subrecipient agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers, from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this MOU.

- i. **Integration and Modification.** This MOU constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this MOU and supersedes all prior or contemporaneous communications and proposals between the parties with respect to this MOU. No amendment or modification to the MOU will be effective without the prior written consent of the authorized representatives of the parties.

- j. **Lobbying.** The Subrecipient hereby certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- k. **Non-Discrimination:** The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws. Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status,

association with the federal government, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this provision is a material breach of this Agreement.

- l. **Non-Waiver.** No failure and/or delay on the part of the City to exercise any right shall operate as a waiver; nor shall any single or partial exercise by the City of any right preclude any other or further exercise or the exercise of any other right. The remedies provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
- m. **No Third-Party Beneficiaries.** Nothing in this MOU shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this MOU. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this MOU.
- n. **Notices.** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to [dept head] and City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time, or if they are emailed to same. Notices to Subrecipient shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Michael Freeman, Executive Director, Genesee County Land Bank Authority, 452 S. Saginaw St., Flint, MI 48502 or if they are emailed to the same, or to such other address as may be designated in writing by Subrecipient from time to time.
- o. **Severability.** If one or more provisions of this MOU is determined invalid by any court of competent jurisdiction or agency having jurisdiction, the remainder of the MOU shall remain in full force and effect and the invalid provisions shall be deemed deleted.
- p. **Signage and printed materials.** The Subrecipient agrees that a sign recognizing the federal funding organization and the City will be placed at the jobsites, by the subrecipient, during structure demolition.. Signage will be developed and provided by the City. Any printed materials related to this project shall include the Genesee County logo.
- q. **Subcontracts**
 - i. **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- ii. **Content.** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
 - r. **Survival.** The provisions of this MOU that by their sense and purpose should survive expiration or termination of the MOU shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
10. **Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this MOU on behalf of the party for whom they sign. This MOU is executed and shall become effective as of the last date signed below.

<signatures on next page>

For the Subrecipient

 10/5/22
Signature Date

Michael A. Freeman
Print Name/Title Executive Director
GCLBA

For the City of Flint

 10/5/22
Sheldon A. Neely, Mayor Date

Approved as to Form:

 10/5/22
William Kim, City Attorney Date

APPENDIX 12—ARPA CONTRACT BETWEEN GENESEE
COUNTY AND GENESEE COUNTY LAND BANK AUTHORITY

**Subrecipient Agreement Between
The County of Genesee
And
The Genesee County Land Bank Authority**

THIS SUBRECIPIENT AGREEMENT (this "Agreement") is made between:

The County of Genesee
1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee" or "County;" and

The Genesee County Land Bank Authority
452 Saginaw St. #200
Flint, Michigan 48502

Hereinafter referred to as the "Subrecipient."

WHEREAS, the Grantee has applied for and received American Rescue Plan Act (ARPA) funds from the United States Department of Treasury. Under the ARPA is a program called the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35 as amended; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing SLFRF funds.

NOW, THEREFORE, it is agreed between Grantee and Subrecipient that:

The Subrecipient will be responsible for administering the **Strategy to Clear Blight in Flint & Genesee County Project** in a manner satisfactory to the Grantee and consistent with any ARPA funding requirements or other standards required as a condition of providing these funds. The following attachments are hereby incorporated into this Agreement by reference and included respectively as:

Attachment A:	Reimbursement Request Form
Attachment A-1:	Project Status and Accomplishments Report
Attachment B:	Genesee County ARPA Projects Quarterly Reporting Form
Attachment B-1:	Genesee County ARPA Projects Reporting Schedule
Attachment C:	Genesee County Labor Standards
Attachment D:	Genesee County Bid Procedures
Attachment D-1:	ARPA Federal Requirements Checklist
Attachment D-2:	ARPA Projects Under \$10,000
Attachment D-3:	ARPA Projects Over \$10,000
Attachment E:	Minority/Women/Handicap Business Enterprise Procurement Procedures
Attachment F:	Genesee County MBE/WBE/HBE Outreach Report
Attachment G:	Documentation to Keep in Your SLFRF Project Files
Attachment H:	Project Signage Information
Attachment I:	Eligible ARPA Areas and Eligible Census Tract Listing

If a conflict exists between this document and those incorporated by reference, this document governs. The Grantee acknowledges that the format of the reporting referenced in this contract may be modified by the Subrecipient, in consultation with the Grantee, as long as the content provided is substantially similar to those provided in this contract.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the American Rescue Plan Act (ARPA):

Strategy to Clear Blight in Flint & Genesee County Project

Demolition and greening of up to 450 vacant or abandoned GCLBA owned residential and commercial structures. This includes all activities related to the preparation and completion of the demolition of the structure and site restoration after demolition.

This activity will be funded with **\$8,000,000.00** of Genesee County ARPA funds.

B. Eligibility for ARPA Funds

All activities funded with SLFRF funds must meet the ARPA Program's eligibility requirements as defined in 31 CFR Part 35 and spent within ARPA eligible census tracts as defined in Attachment H.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement. For any costs to qualify for reimbursement by the Grantee, said costs must be under contract and obligated by January 1, 2024. Final expenditure of funds must be made by November 30, 2024. Should the Subrecipient show reasonable progress toward obligating and spending the project funding, the Grantee will approve reasonable term extensions for both obligating and spending project funding. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of SLFRF funds or other ARPA assets.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$8,000,000.00**. Grantee will disburse Project funds for the payment of eligible expenses for eligible Agreement activities and in accordance with performance per the payment process described in Section VII Administrative Requirements, Part C. 1.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing

body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via email and mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 31 CFR Part 35, as amended, (the U.S. Department of Treasury regulations concerning the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF)). The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement and in force as of the date of this agreement. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Parts 200.326, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.340, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time and have been communicated to the Subrecipient by the Grantee;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee will reimburse Subrecipient for eligible work authorized or performed through date of termination.

H. Signage and printed materials

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction/demolition period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. An example of the sign can be found in the **Project Signage Information (Attachment H)**.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Section E.2. of the SLFRF Compliance and Reporting Guidance that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement.
- b. Records providing a full description of each activity undertaken.
- c. Records demonstrating that each activity undertaken meets one of the SLFRF eligibility requirements.
- d. Records required to determine the eligibility of activities.
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SLFRF assistance.
- f. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents as referenced in this contract.

During on-site file monitoring, Grantee staff will look for all ARPA Files located at Subrecipient's offices to match the files kept at Grantee's office. **What documentation Do I Keep in ARPA Project Files (Attachment G)** explains which documentation the Subrecipient should keep on file. ARPA files may be kept electronically and/or in hard copy.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date the Agreement is closed. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must

be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the SLFRF funds.

4. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty (30) days of approval of the Subrecipient's submission using the **Reimbursement Request Form (Attachment A)** and provide documentation substantiating all expenditures for which reimbursement is requested.

The County retains the right to approve or reject payment requests based on conformity with terms of this Agreement. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient. Substandard performance as reasonably determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Subrecipient must submit quarterly reports to the Grantee in the form and content as required by the Grantee. The Subrecipient will submit an **ARPA Project Quarterly Reporting Form (Attachment B)** following the attached **Reporting Schedule (Attachment B-1)**.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (property, equipment, proceeds from sale of equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the **Genesee County Labor Standards (Attachment C)**, and **Genesee County Bid Procedures (Attachment D)**.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements, which include but are not limited to the following:

1. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be returned to the Grantee (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 601 (42 USC 2000d) states "no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination under any program or activity receiving Federal financial assistance" (23 CFR Part 200.9 and 49 CFR Part 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "program or activity" to include all programs and activities of Federal-aid

recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100-259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended; 31 CFR Part 35, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Title VII of the Civil Rights Act of 1964, as amended.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Employment Opportunity

1. Approved Plan

The Subrecipient agrees that it shall be committed to providing Equal Employment Opportunity in keeping with the principles as provided in E.O. 11246. Upon request, the Grantee shall provide EEO guidelines to the Subrecipient to assist in the formulation of a program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The Subrecipient will submit a **Genesee County MBE/WBE/HBE Outreach Report (Attachment F)** evidencing compliance with this paragraph.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Equal Employment Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and

local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee 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 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the **Genesee County Labor Standards (Attachment C)**.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (**Attachments C, D and E**).

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. The subrecipient will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Action of 1995 (2 U.S.C 160 *et seq.*), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. ENVIRONMENTAL CONDITIONS

- A. If the project utilizes federal funding in addition to the SLFRF funding, then an environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA's rules and regulations in completing

an environmental review and provide documentation of the environmental review to the Grantee.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

X. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Agreement to be executed by their duly authorized agents.



County's Authorized Representative



Subrecipient's Authorized Representative



County's Witness



Subrecipient's Witness

9-16-2022

Date

9-14-22

Date

Attachment A

Payment Request Form

Genesee County American Rescue Plan Act (ARPA) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

ARPA Project Funding Amount: _____

\$

20% Upfront Allocation Amount (N/A): _____

\$

Funds Previously Requested: _____

\$

Balance Remaining Prior to This Request: _____

\$

III. CURRENT PAYMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Payment Request: _____

\$

Balance Remaining After this Request: _____

\$

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>ARPA Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL:	\$	\$	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report (Attachment A-1) is enclosed:

YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by:

Phone:

Name and Title

Approved by:

Date:

Signature of Authorized Official

Attachment B Genesee County American Rescue Plan Act (ARPA) Projects Quarterly Reporting Form

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024

Project Details

Project Name: _____

Project ID Number (determined by Genesee County): _____

Project Description:

Project Status

Period of Performance Start Date: _____

Period of Performance End Date: _____

Not Started
 Less than 50% Complete
 More than 50% Complete
 Completed

Tasks Completed:

Tasks Left to Complete:

Obligations and Expenditures

Genesee County ARPA funding provided this quarter: _____

Total Genesee County ARPA funding provided to date: _____

Genesee County ARPA funding spent this quarter: _____

Total Genesee County ARPA funding spent to date: _____



GENESEE COUNTY
MICHIGAN



**Attachment B-1
Genesee County American Rescue Plan Act (ARPA) Projects
Reporting Schedule**

The Subrecipient is required to submit reports on a quarterly basis. The table below shows when each quarterly report is due and the period they should cover.

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024
January 1, 2024 – March 31, 2024	April 30, 2024
April 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – September 30, 2024	October 31, 2024
October 1, 2024 – December 31, 2024	January 31, 2025
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – September 30, 2025	October 31, 2025
October 1, 2025 – December 31, 2025	January 31, 2026

Attachment C

Genesee County Labor Standards

Genesee County American Rescue Plan Act (ARPA) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Attachment D

Genesee County Bid Procedures

Genesee County American Rescue Plan Act (ARPA) Program

MANDATORY FOR ALL CONTRACTS

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities

Davis-Bacon Act: Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages to receive reimbursement

4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Metropolitan Planning Commission (GCMPC) offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmnpc.org

Contract for Services/Emergency Repairs/Supplies Over \$250

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a Minority/Women Business Enterprise (MBE/WBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one-year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

Contract Between \$250 and \$10,000

Three or more companies should be asked to submit costs/prices (quotes must be retained in Subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a MBE/WBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission).

Contract Exceeds \$10,000

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in Subrecipient's file and copy sent to GCMPC).

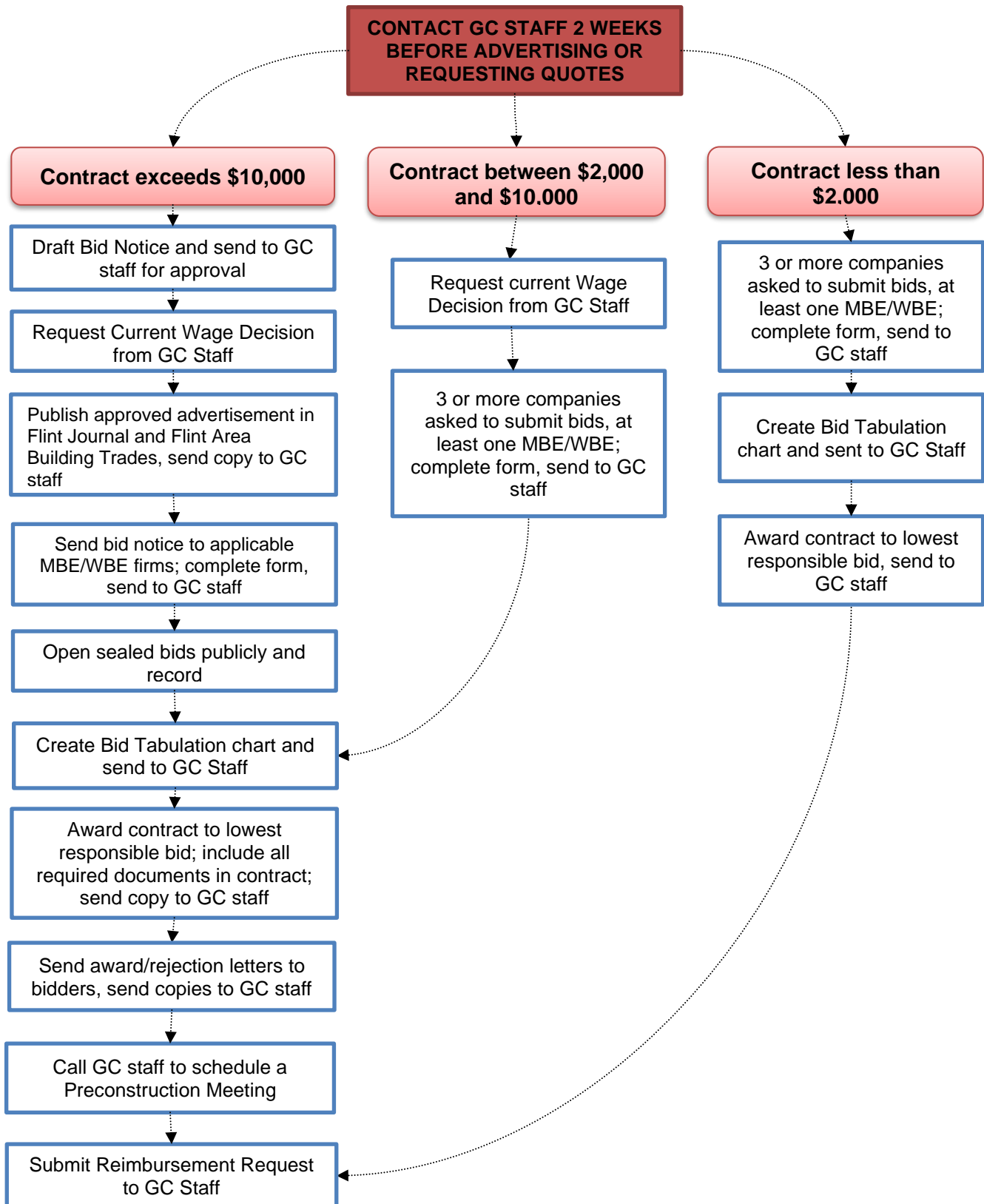
Bid notice also should be sent to as many applicable MBE/WBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to GCMPC).

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in Subrecipient's file and copy sent to GCMPC).

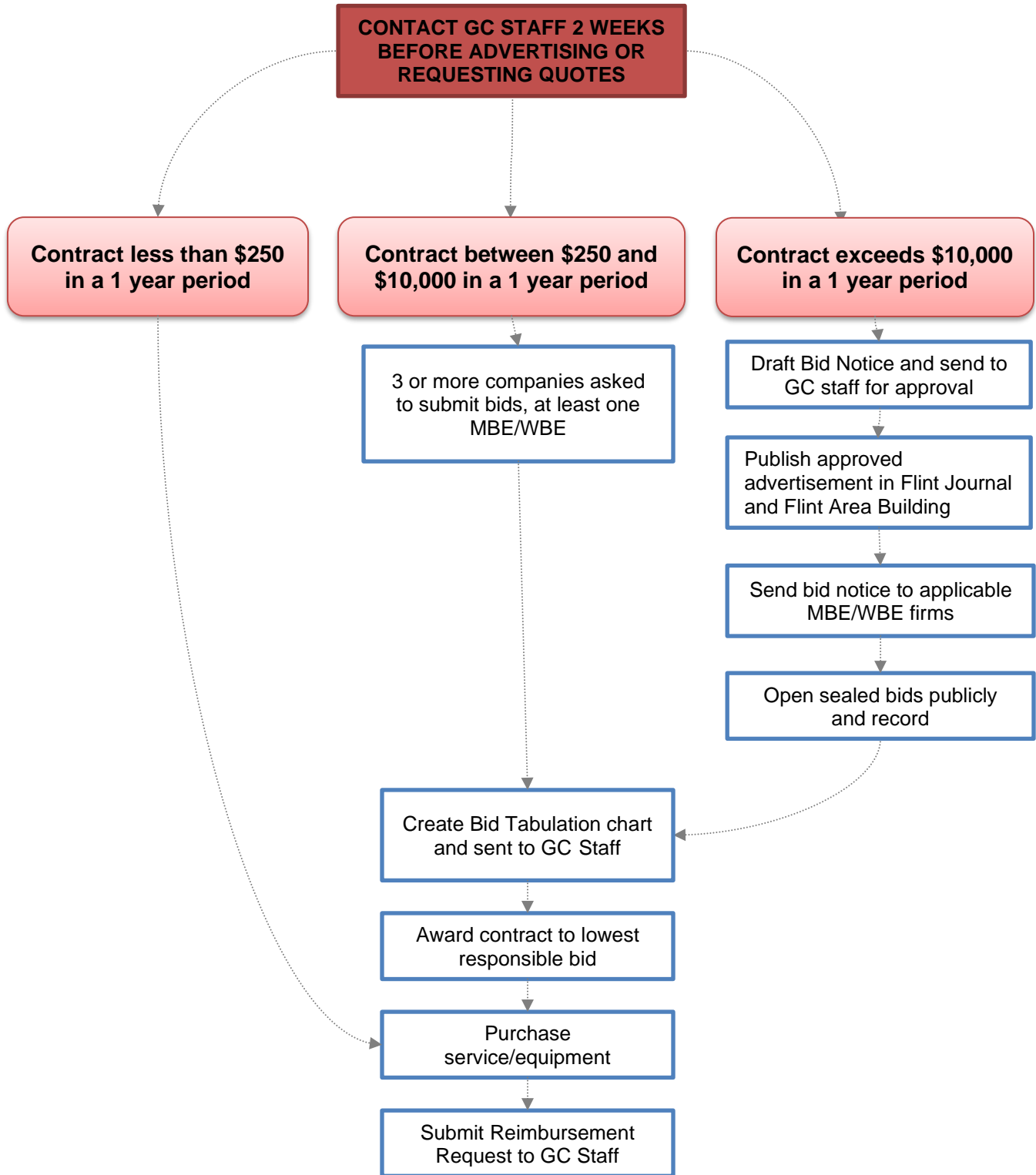
Lowest responsible bid should be awarded contract (letter of award/rejection placed in Subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission). **IF** lowest responsible bidder is not awarded, the Subrecipient **must submit written justification and obtain approval** of the award from GCMPC staff.

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for **Construction Contracts**



Note: This chart does not reflect procurement or utilization of an engineering or other professional service company. es.docx

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for **Service/Equipment Contracts**



Attachment D.1 ARPA Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements.

___ Minority/Women business owned enterprises (MBE/WBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County American Rescue Plan Act projects/ or Federal Requirements.

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE) Procurement Procedures
 - ___ Genesee County MBE/WBE Outreach Form
 - ___ Genesee County Certified Businesses and Minority Directory

- Applicable Federal Acts, Guidelines, and Orders
 - Architectural Barriers Act of 1968 Provision
 - Accessibility Guidelines for Building and Facilities
 - Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - Wetlands Protection Clause Executive Order 11990
- Davis-Bacon Act Requirements
 - Project Wage Decision

Contract:

"The Contractor acknowledges that this project is funded through an American Rescue Plan Act grant from the U.S. Department of Treasury."

Grant Compliance

Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, *et seq.*, and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

The Federal Labor Standards Provisions and the wage decision for this project are attached.

Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

Participation Goals for Minorities and Females

Minority/Women Business Enterprises. The Minority/Women Enterprise (MBE/WBE) Procurement Procedures and Outreach Form.

A list of references for locating a MBE/WBE

___ *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

___ *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at [this link](#). This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

Attachment D.2

ARPA Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

- 3 Price Quotes
- At least 1 of 3 was Minority/Women/Handicap Business Enterprise
- Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

- Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Pre-Construction Period

- Contractor Verification (Excluded Parties List System Printout Attached)

Completed on: _____

(Optional) Preconstruction Meeting Date: _____

N/A or Pre-Construction Meeting Minutes/ Notes

- Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

Contract Dollar Amount: \$ _____

- Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" Authorization or "Other Deductions" with Written Authorization

Fringes Option A or Fringes Option B

Payrolls Numbered and Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____
with Payroll

Identified Wages Correspond

Date of Project Completion: _____

Other Notes:

Attachment D.3

ARPA Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached)

Completed on: _____

(Optional) Preconstruction Meeting Date: _____

N/A or Pre-Construction Meeting Minutes/ Notes

- Includes Date and Place of Conference
- Includes Project Name, Location and Description
- Includes Name of Contractor
- Includes Contract Amount
- Includes Wage Determination Number
- Includes Summary of Items Covered
- Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

Signed Construction Contract

- Includes Labor Standard Provisions
- Includes Wage Decision, Including Modifications

Notice to Proceed Letter

N/A or Contract Change Orders (Only Allowed After the Start of Construction)

- Approved at Official Meeting
- Signed by Contractor
- Added as Addendum to Contract
- Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or
 N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization

Fringes Option A or Fringes Option B

Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization

Fringes Option A or Fringes Option B

Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E

Minority/Women Business Enterprise Procurement Procedures Genesee County American Rescue Plan Act (ARPA) Program

Projects assisted with Genesee County American Rescue Plan Act (ARPA) funds must comply with Program procurement standards. Federal regulations contained at 2 CFR Part 200 require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmprc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE. Should the outreach documentation not include a potential MBE/WBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F

Genesee County MBE/WBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/WBE: YES NO

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE: YES NO

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE: YES NO

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Attachment G

What Documentation Do I Keep in ARPA Project Files?

During On-site File Monitoring, GCMPC staff will look for all ARPA files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that Subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a ARPA project is highly recommended. ****Each ARPA project should have its own project folder. Genesee County requires record retention at least five years beginning from the date when the contract is executed.**

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- Conflict of Interest Policy
- Certificate of Insurance (Liability Insurance)
- Internal Controls
- Chart of Accounts showing line item for ARPA
- SAM.gov registration

Documentation that should be in every project folder:

- **Project Application:** Save a copy of the project application in each project folder.
 - Public hearing publication, minutes, and sign-in sheet
 - Board resolution and/or meeting minutes for approval of proposed projects
- **Contract:**
 - Original signed contract
 - Any signed contract amendment(s)
 - Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- **Reimbursement requests:**
 - Attachment A – Payment Request Form
 - Attachment B – ARPA Project Quarterly Reporting Form
 - Backup documentation (includes proof of purchase, proof of payment, etc.)
 - It is important that a copy of any payment checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. **Public Service Projects:** Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.

2. Construction Projects:

- a) Contractor used to complete work
 - o Bid advertisement and wage decision
 - o Minority outreach and Section 3 documentation (if applicable)
 - o Bids received
 - o Bid Tabulation Chart showing award to lowest responsible bidder
 - o Service agreement/contract between prime contractor and Subrecipient

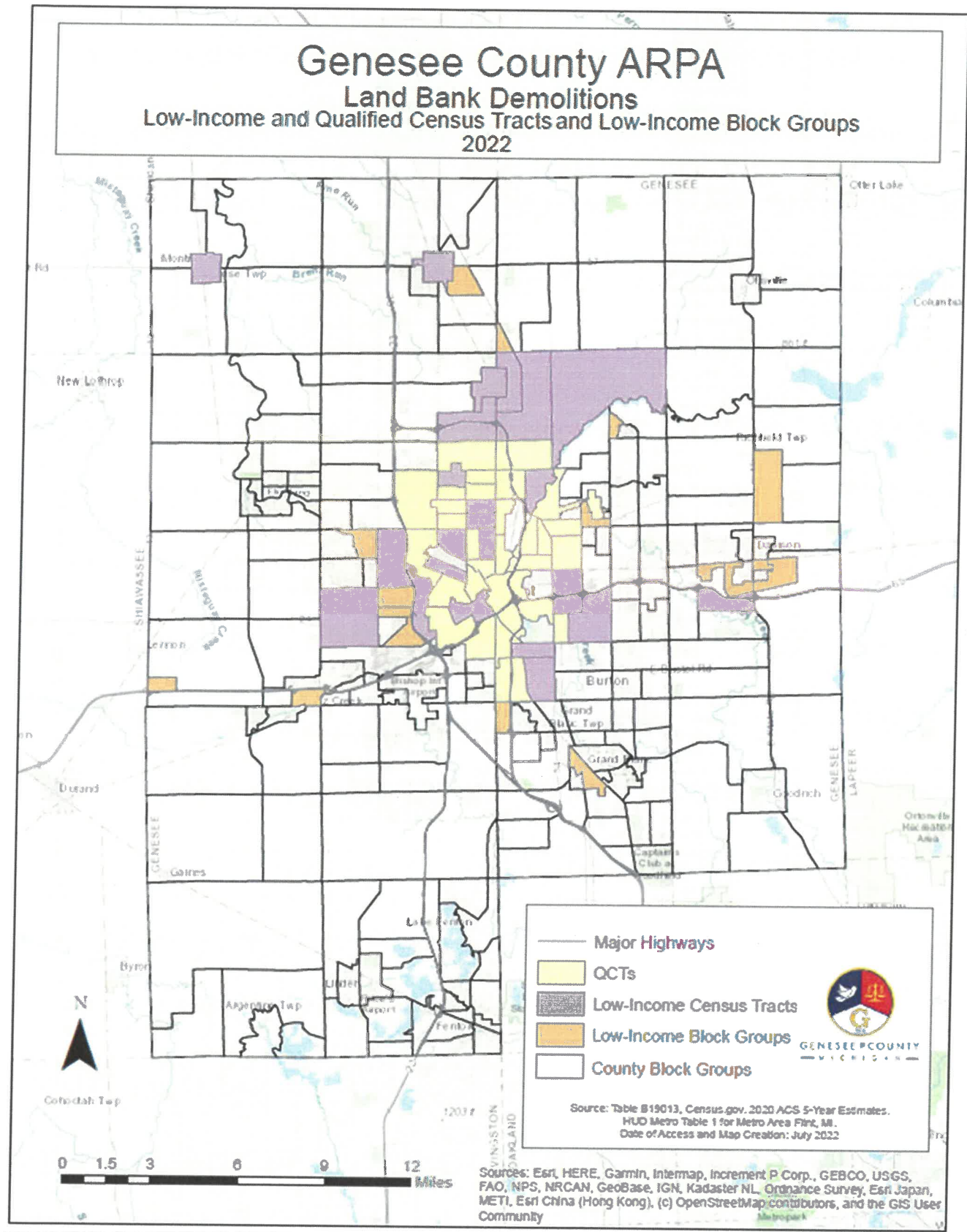
For more information on construction procurement, review the Genesee County Bid Procedures. This is included with ARPA contracts or can be requested from your project manager.

Attachment H

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at active jobsites during demolition, by the Subrecipient. Any printed materials related to this project shall include the Genesee County logo.

Attachment I
Eligible ARPA Areas and Eligible Census Tract Listing



Low-Income Black Group	Low-Income Census Tract	Donator OCT
260490103053	26049000100	
260490113012	26049000200	
260490001003	26049000300	
260490002003	26049000400	
260490003001	26049000500	
260490005001	26049000600	
260490007001	26049000700	
260490007004	26049000800	
260490009001	26049000900	
260490013001	26049001000	
260490013002	26049001100	
260490017001	26049001300	
260490017002	26049001400	
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260490027002	26049002400	
260490027003	26049002600	
260490027004	26049002700	
260490031001	26049002800	
260490031002	26049002900	
260490035003	26049003100	
260490040004	26049003200	
260490101101	26049003400	
260490101102	26049003500	
260490101172	26049003600	
260490103041	26049003700	
260490103042	26049003800	
260490103043	26049004000	
260490103052	26049010110	
260490105011	26049010304	
260490105012	26049010305	
260490105013	26049010501	
260490108102	26049010811	
260490108111	26049010812	
260490108121	26049010813	
260490108122	26049010911	
260490108123	26049011301	
260490108124	26049011302	
260490108133	26049011508	
260490108134	26049011611	
260490109101	26049012100	
260490109102	26049012201	
260490109103	26049012202	
260490109113	26049012310	
260490112101	26049012311	
260490112121	26049012602	
260490113011	26049012500	
260490113013	26049013600	
260490113014		
260490113022		
260490113023		
260490115082		
260490116111		
260490117112		
260490117122		
260490117131		
260490117133		
260490119023		
260490120032		
260490120062		
260490121003		
260490122011		
260490122012		
260490122021		
260490122022		
260490123102		
260490123111		
260490125033		
260490126021		
260490126022		
260490127022		
260490127033		
260490135003		

**APPENDIX 13—ENVIRONMENTAL CONSTRUCTION
MANAGEMENT PLAN**

APPENDIX 13- ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN

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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 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 Environmental Construction Management Plan (ECMP). 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) subsurface investigation and demarcation of contaminants, if warranted, 5) removal of brush and vegetation; 6) plug, cap and bulk head utilities, and; 7) site restoration including grading and compaction of imported fill materials and seeding.

This ECMP 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.

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 Environmental Construction Management Plan (ECMP) 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: Mannik and Smith Group

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/ECMP document or Contract Documents, or between the Due Care/ECMP 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/ECMP 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 properties 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 to the following:

There are 21 properties identified as part of the ECMP. In the chart below, a short summary of the Phase I on site and adjacent site RECs along with summary findings from Phase II. Full details can be found in the Phase I and Phase II reports in Box.

Address	On-site REC summary	Adjacent Property Rec Summary	Phase II
3216 Corunna	n/a	Historical review of City Directories found surrounding properties operated as an auto parts/sales, a coal company, print shop/office supplies, and carpet and air duct cleaning service. Sanborn maps identified a welding shop with two (2) gas tanks were observed to the west of the Site. Though it is not adjoining the Site directly it is hydraulically upgradient from the Site. Similar data was found in the Regulatory database.	Facility - arsenic and chromium levels above residential standard, below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.
2932 Corunna	Historic records indicate potential for filling station, photo imaging business or commercial sign store on site (or nearby). EGLE granted MSG’s FOIA request on April 14, 2023. Provided by EGLE was a record from the Remediation and Redevelopment Division documenting an incident at the Site on May 8, 2006. History listed on the event were limited to, “let manager know to dispose of all materials properly. No evidence of oil migration”.	Historical review of City Directories and Sanborn maps found surrounding properties operated a filling station, photo imaging business, auto repair shop, paint shop, and commercial sign stores were in the vicinity of the Site including upgradient location. Photo imaging store appears to be adjacent to site on recent site inspection	Facility – arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Selenium levels above residential standard and regional background concentrations for Saginaw Glacial Lobe (MBSS 2005).Demolition to follow ECMP.

2630 Corunna	n/a	In the review of the City Directories revealed that the surrounding properties were historically used as hardware stores, sheet metal workshop, used car repair shop, markets, a printing shop, and a book binding store. During site visit, it was observed that adjoining property is operated by Xtreme printing, and a carwash was located to the southwest	Limited Phase II conducted. Not a facility.
3119 N Franklin Ave	Review of the City Directories from 1931 to 2020 indicated the historic use of the Site was as a dry cleaner and an automobile garage. Sanborn maps show an automobile repair shop in at least 1928 and a dry cleaner from at least 1950 to at least 1968.	According to historic city directories and Sandborn maps, the surrounding properties were generally used as filling stations, with a tank noted on a Sanborn map. Topographical maps from at least 2014 to 2019 show a Fire Department northeast of the site - upgradient from the site.	Facility - arsenic levels above residential standard. Historic presence of tetrachloroethylene and lead on site. Deed restriction in place to include soil management. Demolition of 3119 N Franklin shall take place under a permit issued by the City of Flint that will not be closed out prior to expiration. Demolition of structure to slab. Demo to slab activities to follow ECMP.
1810 Leith St	n/a	In review of the City Directories and Sanborn Maps from between at least 1928 to at least 1970, the Site's surrounding properties have consisted of cleaners, gas stations, and auto dealers including at least one tank noted on a filling station site to the east.	Facility - selenium levels above residential standard and regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.
3510 Davidson Rd	n/a	Review of City Directories from 1931 to 2020 indicate historic use of surrounding properties as filling stations and automobile shops.	Facility – arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Selenium levels above residential standard and regional background concentrations for Saginaw Glacial Lobe (MBSS 2005) topsoil, though samples consisted of sand, below clay. Demolition to follow ECMP.

4115 Douglas Ave	Observed in the historic aerial photographs was the building on site was razed and no records of the demolition were recovered through FOIA. MSG is unable to determine whether a heating oil tank, utilized asbestos containing materials and/or lead based paint was utilized on the dwelling on site and whether or not debris was removed from the site	Review of City Directories from 1931-2020 indicate the historic use of surrounding properties as filling station, dry cleaners, hardware store and linoleum flooring store. Regulatory database notes 2 sites RECS relative to the site and/or at an upgradient location	Facility due to concentrations of tetrachloroethylene in excess of drinking water protection criteria. Below direct contact criteria. Demolition to follow ECMP.
6615 N Saginaw	Review of the City Directories from 1931 to 2020 indicated the historic use of the Site and surrounding properties generally consisted of gas stations, dry cleaners, used car lots, and auto repair shops	In addition to the City Directory, Sanborn maps from at least 1928 note a filling station with 3 gas tanks south of the site. In at least 1950 there was one illustrated gas tank in the adjoining road to the north. Regulatory database noted 9 listings relative to the site and/or upgradient. On a recent site visit, a dry cleaner was observed north of the site	Facility - arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Chromium levels above residential standard and above regional background concentrations for Saginaw Glacial Lobe (MBSS 2005) for sand. Demolition to follow ECMP.
6704 N Saginaw St	City Directories from 1931 to 2020 indicated the historic use of the Site and surrounding properties generally consisted of a drycleaner, auto repair shops, and heating and cooling store	Historic City Directories and Sanborn maps note a filling station and drycleaners on surrounding sites from 1931 to 2020. a gas tank is illustrated in at least 1950 north of the site on the corner of the same block. A filling station is depicted in at least 1968 on the corner of the next street north of the site. On a recent site visit, a drycleaner was observed north of the site	Facility - arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.

6702 N Saginaw St	City Directories from 1931 to 2020 indicated the historic use of the Site and surrounding properties generally consisted of a drycleaner, auto repair shops, and heating and cooling store. Phase I mentioned fire report and potential UST, consultant confirmed in error.	Historic City Directories and Sanborn maps note a filling station and dry cleaners on surrounding sites from 1931 to 2020. a gas tank is illustrated in at least 1950 north of the site on the corner of the same block. A filling station is depicted in at least 1968 on the corner of the next street north of the site. On a recent site visit, a drycleaner was observed north of the site	Facility – arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Selenium levels above residential standard and above regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.
5002 Industrial Ave	City directories from 1931 to 2020 indicated the historic use of the site as a sign printing shop and auto collision site. Sandborn maps also note the sign printing shop on site	Regulatory database notes 21 listings relative to the site and/or upgradient	Facility - arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.
6056 Clio Rd	City directories from 1931 to 2020 indicate historic use of site as a car wash. During site visit, hazardous material was observed on site in the form of drums and containers with unknown substance, as well as the identification of a hydraulic fluid reservoir.	Regulatory database notes 3 listings in proximity to and/or upgradient location. Site visit noted surrounding properties include gas station, auto shop, warehouse and care dealership	Facility - arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Chromium levels above residential standard and above regional background concentrations for Saginaw Glacial Lobe (MBSS 2005) for topsoil and sand. Demolition to follow ECMP.
773 Wager Ave	n/a	Regulatory database had 27 listings related to the proximity to the site and or/upgradient location	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.
3915 Foster	Historic aerial photograph show that a building on site was observed to be razed and no records of the demolition were discovered	Regulatory Database noted 16 RECs relative to the site including upgradient locations	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.
357 E. Pierson	n/a	Regulatory database had 5 listings related to the proximity to the site and or/upgradient location	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.

2414 Maplewood Ave	n/a	An historic topographic map from at least 2014 to 209 shows a fire department upgradient from the site. Also - Regulatory database has 8 listings of RECs relative to the site and/or upgradient	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.
2715 Fenton Rd	The subject property operated as a commercial printing company from 1949-2000s. (AKT)		Facility - arsenic levels above residential standard but below regional background concentrations for Saginaw Glacial Lobe (MBSS 2005). Demolition to follow ECMP.
829 Tilden	n/a	Regulatory database noted 6 listings that tare a REC relative to the site and/or upgradient location	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.
1818 Zimmerman st	n/a	Regulatory database noted one property noted as a REC relative to the site and/or upgradient location	Phase II not conducted. Work to follow ECMP procedures as precaution based on off-site RECs.
2605 N Saginaw St.	City Directories and Sanborn maps note site use as an auto repair shop from at least 1950 to 1970	City directories and Sanborn maps note that site to north of property was used as auto repair shop, used auto and trailer sales and a neon sign factory and printing shops. Regulatory database notes 2 listings of a REC relative to the site and/or upgradient.	Facility - VOCs and metals found above Part 201 criteria. Demolition to follow ECMP.

The following represents a summary of the conclusions of the Asbestos and Hazardous Material Surveys conducted for each property. Full details can be found in the RMS Reports for each property.

ADDRESS	ASBESTOS CONTAINING MATERIAL	OTHER REGULATED MATERIALS	NOTES
3216 CORUNNA	n/a	n/a	not safe to enter, roof unstable and rotting. Advised by GCLB Personnel. Therefore, additional ACM and/or RMS may be present in those areas.
2932 CORUNNA	Pipe wrap, mag elbow, stack cement, exterior caulk	Ballast	

2630 CORUNNA	n/a	n/a	The entire house is inaccessible due to collapsed main beam (support missing). Roof was inaccessible. Therefore, additional ACM and/or RMS may be present in those areas.
3119 N FRANKLIN AVE	Roofing	Car tires, fluorescent lights, thermostat,	Roofing collapse and throughout structure.
1810 LEITH ST	Exterior caulk, window glaze, black tar	Car tires	The entire house is inaccessible due to structural and water damage. Ladder is unable to reach rooftop. Therefore, additional ACM and/or RMS may be present in those areas.
3510 DAVIDSON RD	Floor tile, exterior caulk, roof tar, black adhesive	Car tires, bicycle tire, fluorescent light, ballast	FS-11 through FS-15 is inaccessible due to severe damage and charred beams. Therefore, additional ACM and/or RMS may be present in those areas.
4115 DOUGLAS AVE	n/a	n/a	Burned to foundation The entire house is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas.
6615 N SAGINAW	Tar, glaze	Car tires, automotive	Portions of FS-1 are inaccessible due to unsafe ground. Therefore, additional ACM and/or RMS may be present in that area.
6704 N SAGINAW ST	Floor tile	Ballast, fluorescent	
6702 N SAGINAW ST	House window glaze	Car tires, ballast, fluorescent light bulb	FS-1 inaccessible due to floor caved into basement. Therefore, additional ACM and/or RMS may be present in that area.
5002 INDUSTRIAL AVE	Window glaze	Car tires, Mercury light bulb	FS-2 is inaccessible due to floor being collapsed. Therefore, additional ACM and/or RMS may be present in that area
6056 CLIO RD	n/a	Car tires, 55 gal drum of cleaner	
773 WAGER AVE	n/a	Car tires	Burned to foundation. The entire house is inaccessible due to building being collapsed. Therefore, additional ACM and/or RMS may be present in those areas.
3915 FOSTER	n/a	Car tires	Burned to foundation The entire house is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas

357 E. PIERSON	Window Glaze, Exterior Caulk, Floor Tile, Air Cell, Mag Elbow	Fluorescent light bulb, ballast, mercury light bulb, fire extinguisher, television, computer monitor	FS-11 (second floor) is inaccessible due to floor sinking from water damage, and rotted joists and beams. Therefore, additional ACM and/or RMS may be present in that area.
2414 MAPLEWOOD AVE	Roof tar	Car tires, smoke detector	Burned to foundation. The main building is inaccessible due to being collapsed by structural and fire damage. Therefore, additional ACM and/or RMS may be present in those areas.
2715 FENTON RD	Floor tile, transite pipe, window glaze	Car tires, thermostat, ballast, fluorescent lights, heater	
829 TILDEN	100 sf transite	n/a	Burned to foundation. The entire house is inaccessible due to being collapsed. Therefore, additional ACM and/or RMS may be present in those areas.
6402 N SAGINAW ST	Tile, linoleum, tile/linoleum adhesive, exterior caulk, window glaze	Ballast, fluorescent light	FS-4 and FS-5 unable to enter due to collapse roof. FS-6 unable to enter due to collapse roof and excessive debris. Therefore, additional ACM and/or RMS may be present in those areas.
1818 ZIMMERMAN ST	n/a	1 Ballast	
2605 N SAGINAW ST.	Glue pods, floor tile, asphalt sheeting (tar)	n/a	

Regulated ACM (RACM) and Category II Non-Friable ACM must be properly removed by a licensed asbestos abatement contractor prior to demolition that would disturb the material. Federal, State and Local regulations and guidelines should be strictly adhered to when removing the ACM. Category I Non-Friable ACM may often be left in place during demolition if not made friable by cutting, grinding or sanding. 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 not in poor 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 indicated in the work plan and accepted by GCLBA, or unless otherwise directed by GCLBA.

The hazardous materials identified on the site must be disposed of in accordance with applicable regulations. Any unknown containers present on the site need to be verified through testing followed by proper disposal in accordance with applicable regulations.

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/ECMP 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/ECMP, 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. Conduct sub-slab testing with oversight of Contractor's Site Supervisor/Competent Person and QEP as recommended by QEP.
11. Abandon existing monitoring wells with oversight of Contractor's Site Supervisor/Competent Person and QEP, if applicable, if necessary.
12. Proceed with remaining demolition/removals.
13. Conduct backfill and site restoration.
14. Schedule final inspection and obtain approval.
15. 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/ECMP 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:

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

Soil and Ground Water Management

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.

Should it be determined in coordination with QEP and appropriate regulators that contaminated mediums encountered during site excavation may remain on site, a visual barrier must be placed between existing contamination exposed and to remain and new imported clean fill and topsoil material. The visual barrier is intended to provide future confirmation of excavation into impacted subsurface areas. The visual barrier will consist of an obvious material that will be noted during any future excavation activities including but not limited to woven geotextile fabric. The visual barrier will be installed with a minimum 12-inch overlap.

In the event impacted soils are encountered, precautions must be taken to ensure that impacted soils are protected from rainfall and storm water. Should subsurface soil become exposed, through excavation, appropriate action must be taken to prevent leaching of contaminants due to storm water. Actions could include: (1) promptly returning impacted soil to the excavation and restoring the surface cover, (2) removing the impacted soil to a proper disposal facility, and backfilling with clean fill material, (3) covering impacted material with plastic sheeting, and/or (4) placement of impacted soil beneath a berm or paved areas.

If Groundwater is generated during the Work, that must be removed, 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. Excavations that penetrate the groundwater table must be backfilled with the same material removed (if compatible with the construction specs) or backfilled with clean fill material.

Loaded vehicles leaving the site will be appropriately lined, securely covered with a tarp, manifested, and placarded in accordance with appropriate Federal, State, and local requirements.

The Contractor will be responsible for identifying and securing all egress points, haul roads, and preventing debris track out and exacerbation.

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 5. 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.

ENVIRONMENTAL CONSTRUCTION MANAGEMENT PLAN/ 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

RFP #: 24-004 All properties

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/Due Care Obligations document.

Phase I Environmental Site Assessments and Regulated Materials Surveys have been prepared for all properties in the indicated bid. Limited Phase II Environmental Site Assessments have been conducted and provided for the following properties:

No.	PARCEL-NO	Address	Dir	Street	Zip	Fund
1	40-01-284-028	2605	N	SAGINAW ST*	48505	MLB RD 2
3	40-14-370-013	3216		CORUNNA RD*	48503	MLB RD 2
4	40-14-388-014	2932		CORUNNA RD	48503	MLB RD 2
5	40-14-390-016	2630		CORUNNA RD*	48503	MLB RD 2
6	41-05-135-019	3119	N	FRANKLIN AVE*	48506	MLB RD 2
7	41-05-177-047	1810		LEITH ST*	48506	MLB RD 2
9	41-09-202-006	3510		DAVISON RD*	48506	MLB RD 2
10	41-19-301-016	2715		FENTON RD	48507	MLB RD 2
11	46-25-232-027	6615	N	SAGINAW ST*	48505	MLB RD 2
13	46-26-156-031	6056		CLIO RD	48504	MLB RD 2
15	47-30-104-003	6704	N	SAGINAW ST	48505	MLB RD 2
16	47-30-104-004	6702	N	SAGINAW ST*	48505	MLB RD 2
17	47-30-152-002	6402	N	SAGINAW ST*	48505	MLB RD 2
19	47-31-129-005	5002		INDUSTRIAL AVE*	48504	MLB RD 2
21	47-33-304-024	4115		DOUGLAS AVE*	48506	MLB RD 2

Access to all of the reports and an Environmental Construction Management Plan have been provided to bidders/contractors and are to be provided to personnel working on site.

Soil and/or groundwater should be treated as though contamination has been identified in excess of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Residential and/or Non-Residential Generic Cleanup Criteria (GCC). All soil and groundwater is

assumed to be contaminated throughout the property(ies) with known or suspected environmental contamination. 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 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.

A Due Care Obligations/Environmental Construction Management Plan 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(ies). The 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, its subcontractors and all applicable employees understand that the site(s) may be a facility as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended and that Contractor, subcontractor and employees agree to comply with Owner's due care 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 responsibilities or removal from the property to an appropriately licensed, Owner 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.

- Unless otherwise indicated, 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 cleanup criteria and screening levels, excavation on the property(ies) 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 ECMP/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 MDEQ (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 refueling or equipment maintenance activities at the Site, Contractor shall install temporary engineering controls to prevent a spill/release during refueling 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.
- Storage tanks or abandoned containers may be present at the property(ies). Contractor shall perform exploratory excavations/test pits under the direction and oversight of the QP to determine the presence or absence of USTs and/or hoists. Notify QP 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.

I have read, understand, and will conduct site work in accordance with this Disclosure Statement and the Environmental Construction Management Plan/Due Care Obligations document.

Print Name, Title, and Company/Employer

Signature

Date

APPENDIX 14— REFERENCE CHECKLISTS

BIDDING CHECK LIST

For GCLBA
Use (PASS/
FAIL)

For Contractor
Use (Yes/ No /
Date Last
Submitted)

Expiration
Date

Please note that a Genesee County Land Bank Authority (GCLBA) determination of FAIL may result in bid being rejected.

For GCLBA Use (PASS/ FAIL)	For Contractor Use (Yes/ No / Date Last Submitted)	Expiration Date	<i>Please note that a Genesee County Land Bank Authority (GCLBA) determination of FAIL may result in bid being rejected.</i>
			<input type="checkbox"/> Submittal Requirements followed: Complete with date, time, and required number and format of submittals.
			<input type="checkbox"/> Evidence of Pre-qualification with GCLBA supplied (must be within one year of submittal date)
			<input type="checkbox"/> Letter of Interest as defined under Submittal Requirement Section B3.
			<input type="checkbox"/> Bid specific Bidding Checklist completed and supplied, to include submittal and expiration dates.
			<input type="checkbox"/> Adequate Equipment demonstrated to complete scope
			<input type="checkbox"/> Adequate Staffing demonstrated to complete scope
			<input type="checkbox"/> Evidence of Insurance meeting Bidders Insurance Checklist Requirements (Attachment A) Successful bidders will have to supply update Certificates prior to signing a contract listing GCLBA as additionally insured and indicating the appropriate IFB/RFP.
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
			<input type="checkbox"/> Section 3 Information and acknowledgement (Attachment E)
			<input type="checkbox"/> SUBCONTRACTORS. If utilizing subcontractors, ensure each is identified in Attachment D. For each subcontractor you utilize, you must complete Genesee County ARPA Agreement with GCLBA Attachments E & F: Minority/ Women Business Enterprise Procurement Procedures and Genesee County MBE/ WBE Outreach Report. You can find more information regarding MBE/WBE/DBE and Section 3 businesses on GCLBA's website.
			<input type="checkbox"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> Debarment Certification (Attachment G)
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> Current Certificate of Good Standing. Web page printouts will not be accepted. https://cofs.lara.state.mi.us/corpweb/HelpPages/OrderSystemInfo.aspx
			<input type="checkbox"/> SAM registration printout proving active status and DUNS https://sam.gov/content/home AS APPLICABLE PER FUNDING

			<input type="checkbox"/> Evidence of Financial Stability
			<input type="checkbox"/> Michigan Builders License or Maintenance and Alterations license with House Wrecking <ul style="list-style-type: none"> ○ Issued to: _____ ○ Q. O. : _____
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Company
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Asbestos Supervisor
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for workers
			<input type="checkbox"/> OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
			<input type="checkbox"/> Lead Awareness for workers
			<input type="checkbox"/> MDEQ Scrap Tire Hauler Registration
			<input type="checkbox"/> Work Plan- with site specific information. Include acknowledgment of projects requiring alternate work practices for Class I material or any material that may be assumed/presumed. Successful bidders may be requested to provide alternate practices. Work Plans that do not identify may result in bid being rejected.
			<input type="checkbox"/> Health and Safety Plan
			<input type="checkbox"/> Acknowledgment of special requirements (ECMP, Coordination with QEP or other professional, additional special instructions). List: <ul style="list-style-type: none"> ○ _____ ○ _____ ○ _____ ○ _____
			<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"/> Contractor requested access to Box.com to review pertinent data associated with completion of this project

CONTRACTING CHECK LIST

This Checklist is supplied as a reference tool to assist contractors and GCLBA staff in working through the contracting process. It is not intended to be relied upon as confirmation of compliance with contract documents.

Was Bidder Evaluation Questionnaire completed?

Performance and Payment Bond Received

Submittal of Backfill and Topsoil paperwork for approval

- Certified Opinion
- Submittal Forms
- Testing parameter results
- Maps
- Pictures of segregated material if not testing entire stockpile

Submittal of seed label- DATE ON SEED LABEL: _____

Finalization and approval of Contract Specific Work Plan. Include:

- Dust suppression plan
- Noise Control Measures
- Structures that will be demolished under and Alternate Work Plan and disposed of as containing
- Identify destinations for waste streams (including but not limited to concrete and bituminous materials, wood, asbestos, etc.). This should include a description of materials that may be salvaged and the methods to be used.
- Schedule

Submittal of Contract Specific HASP

Submit any additionally required certificates for proposed subs:

- Licenses
- Insurance
- MBE/WBE/DBE/ Section 3 Procurement/Quote forms
- MBE/WBE/DBE/ Section 3 Certifications

Contract Signing Conference

Identification of key contacts, to include assurance of updated certs:

- QEP:
- Super Intendent:
- Asbestos Competent Person:
- Air monitoring firm:
- Concrete crusher (must have a Permit to Install):
- Additional as necessary:

<input type="checkbox"/> Verify wages to be paid
<input type="checkbox"/> Verify water source to be used for dust suppression: _____
<input type="checkbox"/> Verify air monitoring that will be conducted during work and the appropriate regulating agency has approved any tests/samples/reports to be relied upon in the event contractor does not plan to conduct said monitoring
<input type="checkbox"/> GCLBA to supply authorization for Soil Erosion and Sedimentation Control (SESC) Permit/Waiver applications to Genesee County Drain Commission (GCDC). GCDC has requested contractors to prioritize projects within their contracts and submit SESC Applications and payments in groups of no more than 25 , indicating priority groupings.
<input type="checkbox"/> GCLBA to supply door hangers to be hung on neighboring structures consistent with specs
<input type="checkbox"/> GCBA to supply Funder Yard Signs to be placed in a visible location during demolition and load out of debris. Yard signs are to be maintained, reused, and returned to GCLBA with conclusion of demolition work under the contract.
<input type="checkbox"/> Maps, Surveys, and additional environmental investigations are already accessible through Box.com for bidding purposes. Where applicable, GCLBA will authorize Contractor to access additional information such as retirement confirmations. Successful Contractor will utilize Box.com to retrieve these and upload photos as required in specifications.

WORK FLOW/ CHECK LIST

This Checklist is supplied as a reference tool to assist contractors in meeting GCLBA expectations and specifications. It is not intended to be relied upon as confirmation of compliance.

ABATEMENT

- Submit NESHAP for ALL projects and ALL asbestos, non-friable included
- Place door hangers per specs. Take photos of placement.
- Pre Abatement Walkthroughs completed and submitted to GCLBA
- Abatement Notice to Proceed Supplied
- Take Pre-abatement Photos
- Complete work. On site, ensure:
 - Review surveys. Is there any ACM present in the structure that is less than 1%? If so, ensure appropriate precautions are taken for abatement/demolition activities.
 - Workers have access to all completed environmental investigations on site.
 - Asbestos Competent person is on site.
 - Setup regulated area as necessary.
 - Decontamination unit with running water on site.
 - Personnel are appropriately certified and suited.
 - Personnel have appropriate medical documentation, fit testing, etc.
 - Perimeter and personal air monitoring is in place.
 - Required signage is in place on perimeter and on containers.
 - Water is available and used to suppress dust.
 - GCLBA does not test for lead and so it must be assumed to be present and emissions must always be controlled.
 - No ACM is to remain during demolition with few exceptions that must be agreed upon prior to contracting.
 - All concrete including foundations are to be appropriately manifested and disposed of as asbestos when a structure is demolished with ACM or PACM present. Concrete from ACM demolition may only be recycled with submittal of a **regulator approved plan with bid submission prior to contracting**.
 - Check perimeter for transite other ACM that may be present around foundations before demobilizing.
- SUBMITTALS:
 - Sworn Statement
 - Lien Waivers
 - Certified Payroll
 - Section 3 Hours Worked Report
 - Invoice on letterhead
 - Subcontractor invoices to prime
 - GCLBA Request for Payment Form
 - NESHAP
 - Pre-abatement Walk Through

- Pre-abatement Photos
- Post-abatement Photos
- Field Report
- Air Monitoring / Air Clearance documentation
- Hazardous Materials Manifests AND Receipts to include
 - Asbestos
 - Tires
 - PCB/Mercury/Household solvents, etc.
 - Fuel/liquids (ASTs, water removal, etc)
- Contractor Attestation

DEMOLITION

Pre Demolition Walkthroughs submitted- noted when structures are to be demolished as ACM- noting what remains, whether a Class I Alternate Work Plan is required as defined in OSHA Industry Standard 1926.1101(g)(6). Contractor may be asked to provide Alternate Work Plans before receiving a Notice to Proceed. Contractors should allow 5 business days in scheduling from submittal of Pre-demolition Walkthrough to demolition to allow for Post-abatement verification.

Submit NESHAPS. If demolishing a structure with asbestos present, two NESHAPs must be submitted by the demolition contractor: one for the demolition, and one PR notification for abatement. Any time asbestos is being removed from a site, MIOSHA considers it to be abatement work, hence the PR notification in addition to the SD/OD for an ACM demo.

Demolition Notice to Proceed supplied

Secure Soil Erosion Permit/Waiver from Genesee County Drain Commission (accepted by GCDC in batches of no more than 25 at a time) and Demolition Permit from appropriate municipality

Secure Demolition Permits from appropriate municipality. Permits must be dated prior to start of demolition (knock down and load out) activity.

Through GCLBA, coordinate with QEP/other professional as applicable per specs.

Take Pre Demolition photos

- Front
- Side
- Rear
- Approach
- Sidewalks
- Other potential conflict areas (fence, trees, structures in close proximity)

Complete work. **Once structure has been hit, it must be loaded out expeditiously.** Knocking a structure and allowing debris/open hole to sit is not permissible. On site, ensure:

- **Funder Yard Signs are placed in a visible location for the duration of knock down, load out and backfilling.**
- **EACH STRUCTURE IS WALKED AND CLEARED BEFORE HITTING IT.**
- **Two hoses on site to used for wetting**
- Review surveys. Is there any ACM present in the structure that is less than 1%? If so, ensure appropriate precautions are taken for abatement/demolition activities.
- Workers have access to all completed environmental investigations on site.

- Asbestos Competent person is on site.
- Setup regulated area as necessary.
- Decontamination unit with running water on site for ACM demos.
- Personnel are appropriately suited.
- Personnel have appropriate medical documentation, fit testing, etc.
- Perimeter and personal air monitoring is in place.
- Required signage is in place on perimeter and on containers.
- Water is available and used to suppress dust.
 - NO VISIBLE EMISSIONS FOR ACM DEMOS
 - GCLBA does not test for lead and so it must be assumed to be present and emissions always controlled.
- Protect approaches and sidewalks, ROW, and fencing bordering occupied, privately owned properties. Verify with GCLBA before removing fencing if there is a question.
- No ACM is to remain during demolition with few exceptions that must be agreed upon prior to contracting.
- All concrete including foundations are to be appropriately manifested and disposed of as asbestos when a structure is demolished with ACM or PACM present. Concrete from ACM demolition may only be recycled with submittal of a regulator approved plan with bid submission prior to contracting.
 - EGLE wants loads containing concrete to have concrete noted on manifests.
- Ensure erosion control measures are in place as applicable.
- Secure site as applicable.
 - Any demolition debris or open holes remaining over night must be secured with security fencing.
 - Debris from demolition or deconstruction activities that remains on a site must be kept wet until loaded out (including over night) or covered at the end of each workday with non-permeable plastic. Plastic sheeting must be anchored.
 - Any necessary traffic control/engineering permits or measures are in place.
- Before sending final truck off site, thoroughly check perimeter of former structure for transite pieces/other ACM that may be present around foundation of structure that may be unearthed.
- Notify municipality and Land bank for open hole inspections/backfill inspections.
- Entire site must be cleared of debris and brush protecting trees 4" or greater in diameter. Trees that have been damaged or are very near to the structure are to be removed.
- Notify Municipality and GCLBA Inspector for final inspections.
- AFTER DEMO AS APPLICABLE:
 - Repair/replace sidewalks and approaches as determined by municipality/Land Bank
 - Remove Funder Yard Signs
 - Remove erosion control measures when indicated by GCDC.

SUBMITTALS:

- Sworn Statement
- Lien Waivers
- Certified Payroll
- Section 3 Hours Worked Report
- Backfill/Topsoil testing documentation
- Invoice on letterhead
- GCLBA Request for Payment Form

- NESHAP
- Alternate Work Plans
- SESC Permits/Waivers
- Pre-Demolition Walk Through
- Pre-Demolition Photos
- Post-Demolition Photos
- Field Report
- Lead and Asbestos Air Monitoring
- Hazardous Materials Manifests AND Receipts to include
 - C & D
 - Asbestos
 - Tires
 - PCB/Mercury/Household solvents, etc.
- Receipts for Concrete Loads
- Receipts for Backfill
- Receipts for Topsoil
- Contractor Attestation
- Municipal Permit
- Passed Municipal Inspections (Open Hole/Backfill and Final)
- Documentation of well/sewer abandonment outside of the City of Flint
- Documentation for payment of City water as necessary
- Watering Report- if in drought status, required additional watering

Additional:

- Sidewalk permits and approvals for repairs
- Documentation of catch basin protection/abandonment per spec
- Rodent Mitigation plan/submittals

