



Genesee County Land Bank Authority Blight Elimination Program

Invitation for Bids- Abatement & Demolition of Residential and Commercial Structures in Genesee County

BID NUMBER: 26-003

Abatement and demolition of properties by type:

- Residential [insert total number] 9
- Commercial [insert total number] 4

Funding source

- Federal
- Non-federal

DUE DATE: Tuesday, April 21, 2026 at 3:00 pm EST

Genesee County Land Bank Staff Contact and labeling submittals:

BID 26-003, Due 04/21/2026 3:00 PM.
Julie Robbins, Demolition Compliance Manager
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502
Email: jrobbins@thelandbank.org

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INTRODUCTION

Overview

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.

"Bidders" means the companies or individuals that submit bids in response to this IFB. "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. 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.

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.

Not a pre-qualified contractor?

GCLBA accepts 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.

Not sure if your firm is pre-qualified?

Please reach out to the GCLBA contact on the cover page to confirm.

Project Funding

Funding sources for services to be provided under this solicitation include but are not limited to:

- Charles Stewart Mott Grant Funding
- Funding provide by the Genesee County Treasurer and Genesee County Land Bank Authority

All successful bidders must comply with the federal labor standards, including the Copeland Anti-Kickback legislation, and federal equal opportunity requirements.

Bidder Participation Goals

GCLBA encourages 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.

If this project is federally funded, then there may be Section 3 contracting goals. As of publication, Section 3 contracting goals for funding received through 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=11secfaq.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.

Federal, State, and Local Regulations

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOASHA, EGLE/MDEQ, MDOT, and DCH), and any other or relevant local regulations and standards that may apply.

Genesee County Land Bank Authority (GLCBA) 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

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 1A and Appendix 1B*).

Note: Change orders will not be approved for this project. Any material change to the overall scope of the Contract requires prior approval by the GCLBA and must be requested prior to the start of work.

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). Abatement must occur prior to demolition; with no exceptions. These activities are to be performed in compliance with all relevant rules and regulations and specifications attached hereto.

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 review Environmental Site Assessments and Pre-demolition surveys. To gain access to these files e-mail the request to the GCLBA representative identified on the cover sheet, or the “Submittal Due Date.” Bidders will be invited to review information via Box.com.

Contractors are encouraged to conduct outreach to minority-, women- and disadvantaged business owners to achieve any of the work outlined in the scope of work. For each proposed subcontractor, bidder should complete “Subcontractor Procurement and 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.

Contractors will be required to use the GCLBA designated file sharing program to upload all required documentation and payment packets.

Due to time constraints of the blight elimination program GCLBA does not anticipate allowing for any contract extensions. Bidders should review the timeline and confirm they have the capacity to complete the abatements and demolitions according to the schedule in this IFB.

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 current and future capacity based on 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 REQUIRMENTS

Information for Bidders

Important Dates 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. **Late bids will not be accepted.**

A public bid opening will be held immediately following the due date and time, unless otherwise noted in bid documents.

Questions and GCLBA Contact: 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.**

Terms and Conditions: 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 therein. Follow this link for more info: https://www.thelandbank.org/contracts_bids.asp

Bidder’s Insurance: 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.

Bid Modifications: 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.

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.

Bidder’s Withdrawal: 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 the time set for opening. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for period indicated.

Review of site surveys and site inspections: Before submitting a bid, each Bidder shall review environmental surveys and reports and 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.

Changes to Prequalification Information: 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.

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 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. GCLBA reserves the right to seek additional information to clarify responses to this IFB. All submittals become the property of the Genesee County Land Bank Authority (GCLBA).

SUBMITTAL FORMAT

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 firm's name.

The following items must be included in the sealed envelope:

- One (1) *completed* hard copy of each of the following:
 - Bidder's checklist
 - Original Attachment C - Certification Form Note with original signature
 - Completed and printed Attachment D with original signatures– included printed bid tabs
- One flash drive with ALL required documents in legible and readable **in a clear, legible, 12-point font, and 8.5 by 11-inch format.**
- The bid tab file on the flash drive should be in Excel or a similar spreadsheet format.

All of the following components must be included in the flash drive:

1. Evidence of GCLBA Pre-qualification Approval: Bidders must include 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.
2. 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 in the Overview Section.
3. Bidding Checklist: Provide a complete Bidding Checklist indicating page numbers for submittals. Checklist can be found on pages 14 and 15.

4. Evidence of Insurance: The Bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, for Professional Services Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence. The Bidder must also have Pollution Liability insurance for projects potentially involving the removal and disposal of waste or storage tanks or impacted soils. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. **(See Attachment A for Bidder’s Insurance Checklist) GCLBA must be listed as an additional insured for all contracts.**
5. References – Complete Attachment B. Do not provide alternative listing of references. References listed in Attachment B should be for work completed within the last 5 years and should be for work that exemplifies bidder capacity to complete work of a similar scope and scale within a similar timeframe.
6. Certification Form Note- Attachment C (with original signature).
7. Bid Tender and Attachments: Bidders must complete and submit **all** IFB/RFP Attachments. Bids submitted with incomplete or misleading information may be rejected. Ensure your Bid Tender Summary Total on Attachment D and itemized breakdown per structure totals match.
8. Section 3 Information and Acknowledgement (Attachment E)
9. Conflict of Interest State & Supporting Documentation (Attachment F)
10. Debarment Certification (Attachment G)
11. Disclosure of Environmental Violation(s) (Attachment H)
12. Subcontractors (Attachment I)
13. Subcontractor Procurement & Outreach Report (Attachment J)
14. 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.**
15. 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.

16. 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.
17. 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:
 - Evidence of Financial Stability
 - Michigan Builders or M&A – Home Wrecking License for Company
 - Qualifying Officer’s Michigan Builders or M&A –Home Wrecking License
 - Company Asbestos License & Certificate
18. Staffing and Other State License and or Certification: Be sure to thoroughly complete tables in Attachment D. List staff certifications and expiration dates. Copies of Certifications must be provided within **3 business days of Notice of Award**, or GCLBA reserves the right to move on to the next bidder.
19. Work Plan: Bidder is to supply a work plan appropriate to scope of work to show that the scope is understood. The work plan must identify the 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). Bids that do not identify properties to be demolished as asbestos-containing and those that require alternate work practices may be rejected. All concrete materials from ACM demolition projects **MUST** be disposed of at a Type II landfill as ACM and manifested as concrete. Successful bidders will identify the 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.
20. 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.
21. 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 26-003: Some projects may be in potentially archaeologically sensitive areas. The successful bidder must coordinate all indicated excavation work with GCLBA's designated Qualified Environmental Professional (QEP). The QEP will provide archaeologist oversight of all indicated excavations. The successful bidder will review documentation provided regarding Archaeologically Sensitive Information and will complete and sign the Archaeological Consultation Process for Federal Demolition Grants Acknowledgement Form (included in Appendix 12). Successful bidder will acknowledge the Archaeologic requirements in Letter of Interest and on the IFB SUBMITTAL REQUIREMENTS CHECKLIST.

Commercial excavations may be undertaken with oversight from GCLBA QEP.

Successful bidder will have recent (within the past 3 years) experience with demolition of commercial properties with shared/party walls.

1214 N Ballenger Hwy shares a party wall with 1204 N Ballenger Hwy. The successful bidder will need to carefully saw-cut to separate the subject building and adjoining structure prior to demolishing the building and provide extra care in the process as not to harm the adjoining structure.

Successful bidder will include in their demolition pricing and work plan a licensed professional engineer to certify the structural integrity of the remaining portion(s) of the subject buildings and adjoining shared wall for 1204 N Ballenger following demolition activities. Contractor will provide GCLBA with engineer's licensing and certification. As necessary, it will be the contractor's responsibility to obtain a licensed professional engineer to address any concerns related to structural deficiencies, site stabilization or unplanned collapse of any portion of the subject building or adjoining shared walls prior to and during demolition activities.

Wall and or Roof Repair: Contractors will be responsible for repairing, strengthening, bracing, and/or resurfacing the adjoining/shared walls or roofing as necessary per applicable 2015 Michigan Building Codes to ensure structural integrity. This will only include those portions of such walls exposed as a result of demolition activities

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 9, 2026 by 3:00 pm
Question Responses	GCLBA will post by end of the day Thursday, April 16, 2026
Bids Due	Tuesday, April 21, 2026 by 3:00 pm
Notice of Award	On or around Friday, May 22, 2026
Contract Signed	On or around Friday, May 29, 2026
Start Work	On or around Monday, June 1, 2026
Winter-grade work completed and paper work submitted	Not applicable
Final-grade, seed and straw work completed and paperwork due	On or before Friday, September 4, 2026

NOTE: GCLBA PROVIDES ITS BEST ESTIMATE OF THE TIMING. Bidders should ensure they have capacity to meet the timing outlined above.

QUESTIONS

Questions regarding this IFB should be submitted by no later than indicated date above and in writing via email to staff identified on cover sheet.

BIDDING CHECK LIST

For GCLBA
Use (PASS/
FAIL)

For Contractor
Use (Page
Number)

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 (Page Number)	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
			<input type="checkbox"/> Completed Bidding Checklist
			<input type="checkbox"/> Evidence of Insurance meeting Bidders Insurance Checklist Requirements (Attachment A)
			<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"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> Debarment Certification (Attachment G)
			<input type="checkbox"/> Disclosure of Environmental Violation(s) (Attachment H)
			<input type="checkbox"/> Subcontractors (Attachments I)
			<input type="checkbox"/> Subcontractor Procurement & Outreach Report (Attachment J)
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> Current Certificate of Good Standing
			<input type="checkbox"/> SAM registration printout proving active status and UEI
			<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"/> EGLE/MDEQ Scrap Tire Hauler Registration
			<input type="checkbox"/> Work Plan- with site specific information.
			<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"/> Bidder requested access to Box.com to review pertinent data associated with completion of this project
			<input type="checkbox"/> Bidder attended mandatory Pre-bid Meeting
			<input type="checkbox"/> Received Addendums: _____

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 Including Premises/operations
<u>X</u> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate
_____ 4. Professional liability	\$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice
_____ 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
_____ 6. Contractual liability	\$1,000,000 general aggregate (gen. agg.) Excess Policy with limits at least \$2,000,000
_____ 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
_____ 9. Pollution Liability for contracts involving removal and disposal of waste or storage tanks	\$1,000,000 aggregate
_____ 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

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 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 26-003
BID AMOUNT	\$

Statement of Experience

Primary Contact:

Name	
Title	
Telephone	
Email	

Change since pre-qualification or annual update

Has the address in the principal place of business changed?

- Yes (Note new address): _____
 No

Have the principals of the bidder changed?

(Principals refer to those persons with an ownership interest in the bidding entity)

- Yes (List all new principals): _____
 No

Does bidder qualify as any of the following business enterprises?

Attach supporting certifications as necessary. Check all that apply:

- Section 3 MBE WBE DBE

Bid Number: LB 26-003



Is this a Section 3 covered contract?

- Yes
 No

In the tables below, list staff expected to be assigned, if this project is awarded.

Include documentation for licenses and certifications as necessary on flash drive:

Role	Name	Professional and Educational Experience
Asbestos Competent Person		
Field Oversight Person		
Alternate Work Practices		

Enter name of **staff expected to be assigned** if this project is awarded.

List the date the certification expires. *Current certs and license must be supplied after Notice of Award.*

<u>Name</u>	<u>Lead cert</u>	<u>Asbestos Cert</u>	<u>HAZWOPER</u>	<u>Other Cert (list)</u>	<u>Years of Experience</u>

Any relevant additional Licenses, Certificates, Accreditations held by firm and/or employees not listed above should be listed separately and included on the flash drive.

Has bidder reviewed Wage Determinations and incorporated appropriate wages into bid?

- Yes
 No



Capacity and Timeline

List timelines for concurrent projects (within the same timeframe as) as the schedule for this bid. Please include work from GCLBA and other current or potential contracts.

Name of project & Location	Timing (e.g. Jan. 2025 to Aug. 2025)	Type of work (E.g. Demo and abatement)	# of Staff assigned

Successful Bidder will have experience in the past 3 years in demolition of commercial properties with shared/party walls. Does your firm have this experience?

- Yes.
- No.

Provide examples of projects completed in the past 3 years that are similar in nature to projects described in the IFB (ie: demolition of structures with shared/party walls, removal and disposal of underground storage tank etc.). Include timeframe in which each project was completed.

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

- Yes. Indicate date work will be complete: _____
- No. If no, explain below:



Describe how the bidder will balance existing commitments, and crews to complete demolition and abatement according to the timeline provided: _____

Number of Bidder's employees: _____

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

Yes

No

If yes - please describe: _____

How many appropriately licensed and sufficiently equipped **crews** does bidder have for:

Abatement? _____

Demolition? _____

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

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

All concrete- including foundations and footings- from demolitions with known or suspect Regulated Asbestos Containing Material (RACM) 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:** _____

Describe the steps you will 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. _____

Landfills: List the landfills and disposal sites the bidder intends to utilize for this bid:

Water for fugitive dust suppression during demolition.

What or who will Contractor use to acquire and apply the water to the demolition?

- City of Flint Other Municipality Other: _____
 Water truck Hydrant Dust Control Canon Hoses

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:

Subcontractor(s): List scopes for which you plan to utilize subcontractors. For each subcontractor, complete Attachment I: SUBCONTRACTORS and Attachment J: Subcontractor Procurement & Outreach Report

Scope	Company	Completed Attachments		
		G	I	J

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

- Yes
- No

INSPECTIONS AND VIOLATIONS

Does Contractor or subcontractor have any EPA, EGLE/MDEQ, 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 of any EPA, EGLE/MDEQ, or OSHA/MIOSHA violations or fines in the past five (5) 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 26-003

SUBMITTED TO: Genesee County Land Bank
452 S. Saginaw Street 2nd Floor
Flint, Michigan 48502

FOR: Invitation to Bid #LB 26-003 Abatement & Demolition of Residential and Commercial Structures in Genesee County:

DATE: _____

NAME OF
BIDDER: _____

ADDRESS _____

TELEPHONE: _____

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

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of Residential and Commercial Structures having examined Bid #LB: 26-003 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(ies) 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: 26-003, 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 26-003



ATTENTION:

This section highlights information that has been overlooked or resulted in confusion for previous bidders. Please be sure to take the following under advisement prior to completing your bid.

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 and coordinate completing survey with Genesee County Land Bank Authority (GCLBA) and surveyor BEFORE completing ANY abatement activities. **GCLBA may not reimburse contractor for universal or asbestos abatement activity undertaken prior to a thorough survey being completed.** 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. Change Orders will not be accepted on these properties for access mitigation activities.
- Dewatering must be completed per municipal requirements. In the City of Flint, dewatering for any reason will be undertaken by the contractor their own cost under GCLBA's permit with the City of Flint. 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."
- 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.
- 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 a GCLBA designated file sharing service upon request.

- 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.
- GCLBA may have multiple surveys for a structure. Bidders are responsible for all asbestos containing materials identified in all surveys, unless GCLBA explicitly states previous abatement activities have been undertaken and supplies contractor with supporting documentation.
- 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.
- Be sure to review Special Conditions for this IFB.
- 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.
 - 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.
- 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. The contractor will need to coordinate with the City Building Official when pulling and/or finalizing applicable permits.

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.

The Unit Rate Schedule can be located on the first tab of the Bid Tabulation excel file available through GCLBA designated file sharing service upon request.

***BID SHOULD INCLUDE COSTS TO PUMP AND DISPOSE OF WATER/ REPAIRS. A THOROUGH SURVEY CAN BE COMPLETED

BID LIST # - LB 25-001-5

ABATE DEMO UNIT PRICE Non-Scope ADD DEDUCT

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. This schedule can be located on the second tab of the Bid Tabulation excel file available through GCLBA designated file sharing service upon request.

19	Linoleum/Resilient Sheeting
20	Linoleum/Resilient Sheeting and Mastic (any type)
21	Window with associated caulk and/or glazing (any size including frame)
	Door with associated caulk and/or glazing (any size including frame) (Not

ABATE DEMO UNIT PRICE Non-Scope ADD DEDUCT

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 compensated without the GCLBA's prior approval.

Bid Number: 26-003



ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

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

P.O. Box (if applicable) _____
Street _____
City _____ State _____ Zip Code _____
Phone _____ Fax _____

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

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

of _____

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

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

This Bid Proposal is submitted in the name of:

(Name of Contractor)
By _____
Title _____

Signed and sealed this _____ Day of _____ 20 _____

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.

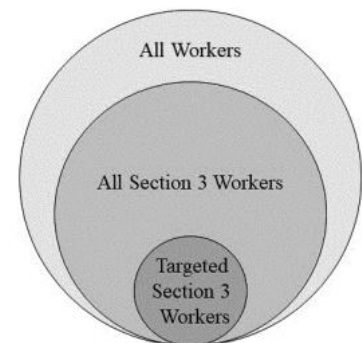
The new Section 3 regulation, 24 CFR Part 75 still aims to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are residents of the community in which the federal assistance 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.html#2021_query) ;
- 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.

LOCAL SECTION 3 INFORMATION

City of Flint:

To become Section 3 Certified Business with the City of Flint, reach out to the City's Section 3 contact, Mike Smith, at City of Flint Community Services, (810) 766 7426 Ext. 3016 or msmith@cityofflint.com.

The City can provide a current version of their Section 3 Application and provide assistance with certification.

Mott Workforce:

Mott Community College's Workforce and Economic Development Office can assist in certifying individuals as Section 3 workers. Mott Workforce can assist employers seeking employees and individuals seeking employment and skill development. You can learn more about Mott Workforce on their website: <https://www.mcc.edu/wfed/index.shtml>

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: _____

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

Bidder certifies, to the best of its knowledge and belief, that it, its principals, and all proposed subcontractors/suppliers and their 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.

Further if contracted, bidder certifies it shall not subcontract or enter into any agreement with persons or entities who are debarred, suspended, proposed for debarment, or voluntarily excluded pursuant to state and federal rules and guidelines.

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.

ATTACHMENT H: DISCLOSURE ENVIRONMENTAL VIOLATIONS

In accordance with Michigan Public Act 55 of 2024, if involved in an asbestos abatement project with a local government or land bank authority, an asbestos abatement contractor, demolition contractor, or any subcontractor of the asbestos abatement contractor or demolition contractor must disclose to the local government or land bank authority if that asbestos abatement contractor, demolition contractor, or subcontractor is subject to an active administrative consent order or consent judgment, or has entered into, or is in negotiations to enter into, an administrative consent order or consent judgment, with the department of environment, Great Lakes, and energy or another environmental regulatory agency for any violations of environmental regulations.

Bidder certifies, to the best of its knowledge and belief, that it, its principals, and all subcontractors:

1. Are not subject to an active administrative consent order or consent judgment;
2. Have not entered into, or is not in negotiations to enter into, an administrative consent order or consent judgment, with the Department of Environment, Great Lakes, and Energy or another environmental regulatory agency for any violations of environmental regulations.

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

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.

ATTACHMENT I: SUBCONTRACTORS

For each proposed subcontractor, complete Attachment G: Debarment/Suspension Certification **AND** Attachment I: Subcontractor Procurement. Subcontractors must be approved by GCLBA prior to working on GCLBA projects, and must be appropriately licensed and insured. Include copies of insurance certificates, licenses, and certifications in electronic submittals.

Company Name	
DBA	
Principal(s)	
Authorized Representative	
Service	
Licenses and expirations dates	
Years of Experience	
Number of employees	
Indicate if Subcontractor is one or more of the following: MBE/WBE/DBE/Section 3	

Subcontractor insurance:

- Lists both Bidder and Genesee County Land Bank as additionally insured
- Meets requirements listed in Attachment A
- Current Worker’s Compensation (WC)
- If no WC, then subcontractor must have a Notice of Exclusion from the State
- W-9 Form (Available upon request)

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



ATTACHMENT J: SUBCONTRACTOR PROCUREMENT & OUTREACH REPORT

Date: _____ Contract/Bid No.: _____

Prime Bidder/Contractor: _____

Prime Contact Person/Phone: _____ / _____

Subcontractor Scope: _____

Review the following page for guidance in completing this form. Complete one form for *each scope* you are subcontracting. *Document outreach to at least three businesses* for each scope, (i.e. abatement, demolition, trucking, landscaping, other construction trades, etc.). *One of the three businesses should be selected for solicitation from a MBE/WBE/DBE.*

1. **Company Name:** _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

MBE/WBE/DBE? YES NO

Written Bid Received YES NO

Amount: _____

Selected for Contract? YES NO

2. **Company Name:** _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

MBE/WBE/DBE? YES NO

Written Bid Received YES NO

Amount: _____

Selected for Contract? YES NO

3. **Company Name:** _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

MBE/WBE/DBE? YES NO

Written Bid Received YES NO

Amount: _____

Selected for Contract? YES NO

Reason selected bid was chosen: _____

MINORITY/WOMAN/DISADVANTAGED BUSINESS ENTERPRISE OUTREACH

GCLBA encourages bidders and contractors to make efforts to include minority, woman and/or disadvantaged-person owned businesses. Projects funded with federal funds may be required to comply with federal regulations contained at 2 CFR Part 200 that require the opportunity to bid on activities assisted, in any part, with federal funds, be offered to MBE/WBE firms.

Prime Contractors, and Subcontractors are encouraged to conduct outreach and complete the Outreach form (attached) as part of the bidding process, and if identifying subcontractors once contracted. For your convenience a copy of Genesee County's 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 an endorsement of any firm on the list or as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source. GCLBA may also have additional information that can be provided upon request.

It is suggested that a minimum of three contractors/business be contacted for each industry procurement that is proposed to be assisted with Program funds. Of these three, it is suggested that at least one MBE/WBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: abatement, demolition, trucking, landscaping, and other construction trades. 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 Contractors are responsible for encouraging their subcontractors also complete the MBE/WBE outreach report.

Prime Contractors may be 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. Please include the report and documentation with your proposal.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/DBE outreach forms must be submitted to GCLBA 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.

ADDITIONAL INFORMATION- LISTING OF APPENDICES

- 1. SCOPE OF WORK (ABATEMENT & DEMOLITION)**
- 2. EGLE/MDEQ – NESHAP PROGRAM AND NOTICES**
- 3. MAP AND BOUNDARIES OF TARGET AREAS**
- 4. SAMPLE CONTRACT, PAYMENT REQUEST PACKET, ATTESTATION FORM**
- 5. FEDERAL LABOR STANDARDS AND WAGE DETERMINATIONS**
- 6. PAYMENT REQUEST REQUIREMENTS**
- 7. EXAMPLE ABATEMENT TRACKING SUMMARY SHEET**
- 8. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS**
- 9. SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE**
- 10. PRE-ABATEMENT AND PRE-DEMOLITION WALKTHROUGH FORM**
- 11. REFERENCE CHECKLISTS**
- 12. ARCHAEOLOGICAL CONSULTATION PROCESS FOR FEDERAL GRANTS AND DEMOLITION**

APPENDIX 1- SCOPE OF WORK

- A. ABATEMENT SCOPE OF WORK
- B. DEMOLITION SCOPE OF WORK

APPENDIX 1A – SCOPE OF WORK/SUMMARY OF WORK

ABATEMENT OF RESIDENTIAL/COMMERCIAL PROPERTIES

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SECTION 1 – SUMMARY OF WORK

RESIDENTIAL/COMMERCIAL STRUCTURE 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 a file sharing program. There will be no fee for bidders to subscribe.

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 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 10 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 electronic format to the GCLBA designated file sharing program. 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.

(Revised 3-10-2025)

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

(Revised 3-10-2025)

Environmentally Hazardous Material Removal and Disposal

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

B. SUMMARY

This section includes the following:

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

C. SUBMITTALS

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

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

- a. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility.
 - b. A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - c. A copy of the scrap metal receipt for AST/USTs and other metals.
 - d. A copy of the Scrap Tire Transportation Record (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:

(Revised 3-10-2025)

- 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

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- 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 GCLBA designated file sharing program.
- 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.

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- 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.

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- 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 GCLBA staff identified in the bidding documents. Bidders will be invited to review information via a file sharing program. There will be no fee for bidders to subscribe.

- 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 to the **GCLBA designated file sharing program.**
 - 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 10 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. 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.
- G. 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.

RE-INSPECTION FEE.

- B. 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.
- C. 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/MDEQ 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 demonstrate 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, chromium, 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.

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 EGLE/MDEQ 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:
 - i. Receipt of approval to proceed from local municipality building inspector.
 - ii. Acceptance of removals below finish grade.
 - iii. Removal of trash and debris from excavation.
 - iv. 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".

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 3.6.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

This Section includes the following:

- A. 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.
- B. Demolition and removal of building, basements, and foundations.
- C. 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.
- D. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
- E. 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. 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.
- D. Once demolition operations have begun, structural components are to be expeditiously removed from the site and disposed of properly.
- E. 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.

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 of 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/MDEQ – NESHAP PROGRAM AND NOTICES

**EGLE**

LINKS IN THIS DOCUMENT ARE ACTIVE AND CLICKABLE.

Asbestos NESHAP program

The Air Quality Division (AQD) of EGLE has been delegated to implement the **National Emission Standards for Hazardous Air Pollutants (NESHAP)** program for asbestos in the state of Michigan.

The asbestos NESHAP protects the public and environment by minimizing the release of asbestos fibers during renovation and demolition activities. Advanced notification is required to ensure all precautions are being taken to minimize asbestos emissions.

Asbestos goes live in MiEnviro Portal on March 24, 2025.

Beginning March 19, 2025, at 11:59 p.m., the Asbestos Notification System (ANS) will no longer be available. New notifications and revisions to notifications must be submitted prior to March 19, 2025, at 11:59 p.m.

Beginning March 24, 2025, new notifications and revisions to notifications may be submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan Department of Labor and Economic Opportunity using MiEnviro Portal (MiEnviro).

Beginning April 2, 2025, fees for submitting notifications and revisions to notifications will begin and payments will be made using MiEnviro.

[Find more information on MiEnviro Portal for air >](#)

MiEnviro Portal training registration

Join the Air Quality Division (AQD) for free training on how to use MiEnviro. The trainings will walk you through the steps for submitting a new notification, a revision, and how to find previously submitted notifications. The trainings will also cover general navigation and how to make a payment through MiEnviro. Training is being offered in-person and virtually through a webinar.

[Additional information and how to register >](#)

Program resources

Oversight of this program includes receiving and reviewing Notifications of Intent to Renovate/Demolish Forms for content and completeness. This program is also responsible for conducting inspections of asbestos removal and demolition projects to determine compliance with the NESHAP regulations.

Demolition information

- [General asbestos and demolition information](#)
- [Worker safety and asbestos \(MIOSHA\)](#)
- [Fire departments and asbestos](#)
- [Watch an asbestos inspector at work](#)

Violation and enforcement notices

- [Notices sorted by contractor](#)
- [Notices sorted by owner / contact](#)

Asbestos Notification System (ANS)

- [Submittal system](#)
- [ANS instructions](#)
- [Registration tutorial](#)
- [ANS system search](#)

Notification forms and examples

- [Notification on intent to renovate / demolish \(MIOSHA-CSH 142\)](#)
- [Example: scheduled demolition](#)
- [Example: planned renovation](#)
- [Example: intentional burning](#)
- [Example: emergency renovation](#)

- [Example: ordered demolition](#)

Facilities of public interest

The Air Quality Division shares information about facilities regulated by state and federal air quality regulations in Michigan through [MiEnviro Portal Site Explorer](#).

This information includes but is not limited to, Permits to Install (PTI), Renewable Operating Permits (ROP), inspection reports, stack test reports, and enforcement documents. Lists of historical information, pre-December 10, 2024 is still available.

[Facility-specific information prior to December 10, 2024](#) >

About the asbestos NESHAP program

The following resources provide a background understanding of the program.

- [Fact sheet: understanding the asbestos NESHAP](#)
- [Ordered demolition guidance \(2022\)](#)
- [Regulations: 40 CFR Part 61, Subpart M](#)

Contact

Contact information varies by geographic region and county; find your contact on our [list of asbestos contacts](#).

Additional government programs

Information from the Michigan Department of Labor and Economic Opportunity (LEO) Michigan Occupational Safety and Health Administration (MIOSHA), the United States Environmental Protection Agency (USEPA), and the Center for Disease Control (CDC) Agency for Toxic Substances and Disease Registry (ATSDR).

MIOSHA

- [MIOSHA asbestos program overview](#)
- [MIOSHA asbestos program contacts](#)
- [MIOSHA search and verify credentials](#)

Federal

- [USEPA asbestos program](#)
- [USEPA Applicability Determination Index \(ADI\) search](#)
- [ATSDR asbestos and your health](#)



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.

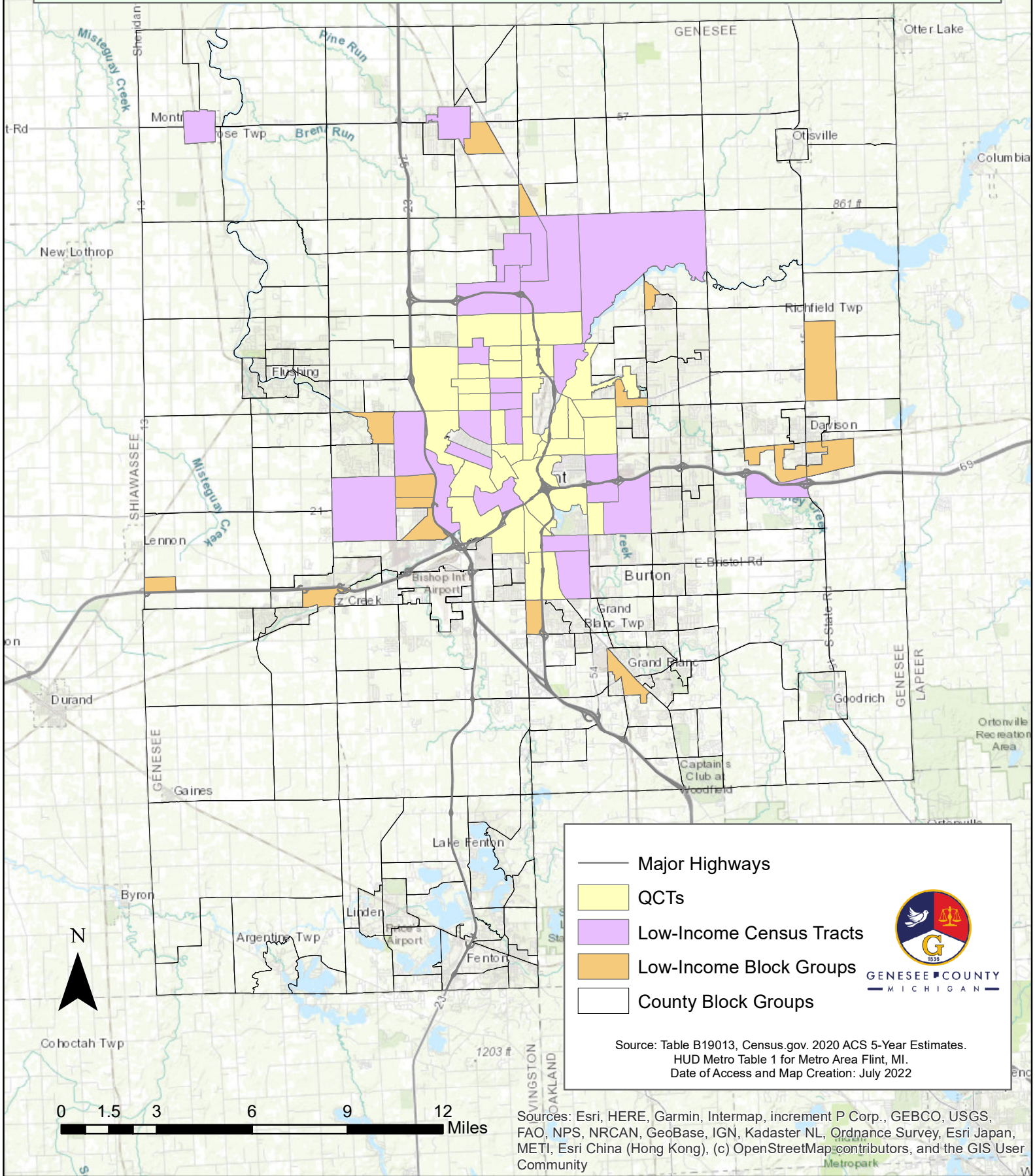
Finally, please review the specifications for backfill, seed, and straw. Backfill must not contain debris such as bricks or asphalt. Topsoil, seed, and sufficient straw needs to be laid in order to receive a final certification. If a parcel does not receive a final certification on the first inspection, 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.

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



— Major Highways


■ QCTs

■ Low-Income Census Tracts

■ Low-Income Block Groups

□ County Block Groups

Source: Table B19013, Census.gov. 2020 ACS 5-Year Estimates.
HUD Metro Table 1 for Metro Area Flint, MI.
Date of Access and Map Creation: July 2022



GENESEE COUNTY
MICHIGAN

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**APPENDIX 4 – 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 work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and it's subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1702). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-

income persons residing in the metropolitan area in which the project is located. For businesses, noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.

This IS/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. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor (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 contract 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. 3701–3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

FREEDOM OF INFORMATION ACT. This Contract 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. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DAVIS–BACON ACT, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor or the State of Michigan, whichever is higher.

In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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 non-Federal award.

DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All contractors and subcontractors must be vetted for debarment. If debarment action has been taken against the contractor, the contract shall be terminated. If debarment action has been taken against any subcontractor, the contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

FAIR HOUSING. Contractors must comply with the following:

Title VI of the Civil Rights Act of 1964; Public Law 88-352 implemented in 24 CFR Part 1: No person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. 24 CFR Part 570.904 and Title VIII of the Civil Rights Act of 1968, Equal Opportunity and Fair Housing

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.”

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR 200.322).

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

CONFLICT OF INTEREST (2 CFR 200.318 and 24 CFR 570.611)

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, 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 or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

RETENTION AND ACCESS TO RECORDS. RECORDKEEPING REQUIREMENTS. Generally, all contractors and subcontractors must maintain records and financial documents related to this contract until at least December 31, 2031. U.S. Treasury may request the transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. See generally, 2 CFR 200.334 through 200.338.

All contractors and subcontractors must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (GAO), Treasury’s Office of Inspector General (OIG), and their authorized representative in order to conduct audits or other investigations.

The Contractor shall maintain for a period of five (5) years or through December 31, 2031- whichever is longer- 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.

UNIFORM GUIDANCE. If federally funded, this contract may be subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (the “Uniform Guidance”) at 2 CFR 200.317 through 200.327. All payments requested under this program should be accounted for with supporting documentation. All contractors and subcontractors should maintain documentation evidencing that the Program Funds were expended in accordance with federal, state, and local regulations.

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.

TERMINATION/RECOVERY OF PROGRAM FUNDS. State and federal funders of the GCLBA demolition program require any Program Funds received pursuant to this Contract, that are expended in a manner that fails to comply with state and/or federal rules and regulations and all other applicable laws to be returned to the state or federal funding agency. The state or federal funding agency reserves the right to monitor the GCLBA and their contractors and subcontractors and take such corrective action for noncompliance as the funder deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

GCLBA reserves the right to withhold funding and/or require repayment from the Contractor in cases where the state or federal agency has requested repayment from GCLBA. In this case, if GCLBA has paid the contractor for work not in compliance, it is entitled to repayment from the contractor.

In cases where the GCLBA determines that the contractor or subcontractor is not in compliance with the grant agreement and/or state or federal law, GCLBA may withhold payments as described below.

Withholding Payment. The GCLBA reserves the right to withhold any payment amount:

- a. in part or in whole until all work is completed in accordance with the Work as determined by the GCLBA;
- b. equivalent to the costs incurred for the correction of any errors, oversights, or deficiencies on the part of the Contractor;
- c. equivalent to costs incurred for the repair or replacement of any damage caused by the Contractor, and equivalent to costs incurred for the correction of any hazardous condition, undue disturbance, or nuisance caused by the Contractor;
- d. in accordance with Michigan Public Act 55 of 2024 whereby GCLBA may withhold payment if the asbestos abatement contractor, demolition contractor, or any subcontractor of the asbestos abatement contractor or demolition contractor on that asbestos abatement project enters into, or begins negotiations to enter into, an administrative consent order or consent judgment with the Department of Environment, Great Lakes, and Energy or another environmental regulatory agency within the time period the contract for that asbestos abatement project began that involves violations of environmental regulations related to that project or other asbestos abatement projects. Payment may be withheld until GCLBA receives verification from the asbestos abatement contractor, the demolition contractor, the Department of Environment, Great Lakes, and Energy, or another environmental regulatory agency that the violations of

environmental regulations related to the administrative consent order or consent judgment, or a proposed administrative consent order or consent judgment, have been corrected.

ARBITRATION CLAUSE. Any dispute arising out of or relating to this contract 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 contract.

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 solicitation 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.

The Contractor shall be solely responsible for any fines, penalties, fees, or other costs imposed by any governmental or regulatory authority due to the Contractor's failure to comply with applicable laws, regulations, permits, or contractual obligations. If any such fines, penalties, fees, or costs are assessed against the Owner due to the actions, omissions, or negligence of the Contractor, its employees, agents, or subcontractors, the Contractor shall promptly reimburse the Owner for the full amount of such fines, penalties, fees, or costs.

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 contract 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.

- 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.

COUNTERPARTS. This Contract 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 contract 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 contract 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 contract.

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



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Project Location:	Parcel ID Number:
Type of Project:	Contact Person:

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

 (Other contracting party)

to provide:

 (Type of Improvement)

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

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

STATEMENT OF ACCOUNT

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Bid Number: _____

Contact Person: _____

Type of Project: _____

Contact Phone Number: _____

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

STATEMENT OF ACCOUNT

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

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

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location: _____

Parcel ID Number: _____

Type of Project: _____

Contact Person: _____

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

_____ (Other contracting party)

to provide:

_____ (Type of Improvement)

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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

TRUCKING LOG



BID NUMBER: _____

CONTRACTOR: _____

PARCEL NUMBER: _____

SUPERVISOR: _____

ADDRESS: _____

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

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



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

Contractor: _____

Contact name: _____

Contact Phone: _____

Demolition Site location:

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

Parcel ID: _____

Seeding and Watering Checklist:

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

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

I hereby certify the above information to be accurate.

(Contractor)

(Printed name)

(signature)

Date: _____



LETTER OF ATTESTATION FOR DEMOLITION CONTRACTORS

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

- All documents submitted with respect to the Property, such as bid packages and invoices were true, correct and complete as of the date submitted.
- Contractor has not engaged in collusion or any anti-competitive practices in connection with the preparation or submission of any bid relating to the Property.
- The following have been supplied to the Genesee County Land Bank Authority:
 - Evidence of financial stability-2 years corporate tax returns.
 - Evidence of License and Certification as required (State/Local as needed) and Contractor will continue to keep them current.
 - Evidence of Insurance: Commercial general liability coverage of no less than \$2,000,000; workers compensation and employer's liability coverage of no less than \$500,000; automobile liability with limits not less than \$1,000 per occurrence; professional liability with coverage no less than \$1,000,000;
 - Evidence of legal standing- by verifying a Certificate of Good Standing (corporate or Certificate of Existence (LLCO issued by LARA or Articles of Organization));
 - Surety/Performance Bond-Must be in an amount equal to one hundred percent (100%) of the total contract amounts. Bonds must be issues by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations
- Contractor has no State or Federal debarments/suspensions, conflict of interest or gross program violations.
- If a sub-contractor was utilized, the name of the sub-contractor and the invoice has been supplied to the Genesee County Land Bank.
- Contractor attests that all subcontractors are in compliance with all state and local laws, regulations and ordinances, to the best of contractor's knowledge.
- 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 5—FEDERAL LABOR STANDARDS AND WAGE DETERMINATIONS

- A. Federal Labor Standard Provisions
- B. Wage Determination: Applicable General Decision Number

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.

"General Decision Number: MI20260083 01/23/2026

Superseded General Decision Number: MI20250083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

ASBE0047-002 07/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.00	23.65

BOIL0169-001 07/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.50	36.74

BRMI0009-014 08/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	26.49
TILE FINISHER.....	\$ 28.21	20.88
TILE SETTER.....	\$ 33.31	23.20

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-001 06/01/2025

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 36.46	23.69

ELEC0948-001 05/25/2025

	Rates	Fringes
ELECTRICIAN		
Excludes Low Voltage Wiring.....	\$ 44.83	36.76%+10.48
Low Voltage Wiring.....	\$ 34.50	34.10%+9.98

ENGI0324-011 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.28	25.25
GROUP 2.....	\$ 43.93	25.25
GROUP 3.....	\$ 41.28	25.25
GROUP 4.....	\$ 39.57	25.25
GROUP 5.....	\$ 39.57	25.25
GROUP 6.....	\$ 33.71	25.25
GROUP 7.....	\$ 31.23	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2025

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 36.55	33.37
STRUCTURAL.....	\$ 36.55	35.93

LABO0334-005 06/01/2025

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 29.93	9.10
GROUP 2.....	\$ 27.71	9.10

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel

equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

 * LAB01075-002 06/01/2025

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster.....	\$ 29.46	16.10

 PAIN1052-001 05/01/2025

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 32.58	18.12
Spray.....	\$ 31.01	17.29

 PAIN1052-004 06/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding.....	\$ 33.54	18.12
Hand work.....	\$ 27.15	15.00
Machine work.....	\$ 27.15	15.00

 PLAS0016-005 04/01/2014

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

 PLUM0370-002 06/01/2025

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....		
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 46.61	22.95
Installation.....	\$ 46.61	22.95

 ROOF0149-005 06/01/2024

	Rates	Fringes
ROOFER.....	\$ 30.38	19.97

 SFMI0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.34	27.39

 SHEE0007-008 05/01/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 35.19	23.57

SUMI2011-008 02/01/2011

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX 6—PAYMENT REQUEST REQUIREMENTS

Payment Request Requirements

Genesee County Land Bank Authority staff will conduct a preliminary review within 30-60 days of being notified a project has been completed and all required documentation has been submitted. If additional information is required, GCLBA will notify the contractor upon completion of the preliminary review. The 30–60-day window will restart once contractor confirms additional information submitted/concerns addressed.

Once ALL required documentation for all scopes has been uploaded, Contractor should email GCLBA Contract Manager a copy of the invoice to notify staff that project is ready for reimbursement. Contractor will receive a confirmation email in response. 30 to 60 day review timeframe will start from the date of emailed confirmation.

Common Issues with Incomplete Payment Packets

GCLBA recognizes that the amount of documentation required prior to payment is significant and will work with the Contractor to clarify any missing information. Below is a list of common challenges:

- Time elapsed between completion of the work and submittals of reimbursement requests. When GCLBA creates and publishes schedules for bidding and contracting, these schedules take contractor submittals into consideration. When contracts are not completed in a timely fashion, this can result in delays in reimbursement request review. Additionally, it becomes more difficult to resolve submittal issues as more time passes between the completion of a scope and the submittal of required documentation. It is imperative that Contractors acquire and provide required documentation expeditiously upon scope completion to avoid delays in payment processing. This includes acquisition, review and provision of subcontractor documentation.
- Sworn Statements and Lien Waivers- Sworn Statements are often missing subcontractors and we are often missing required lien waivers.
- Unidentified subcontractors. DO NOT USE ANY OTHER BUSINESS WITHOUT FIRST NOTIFYING GCLBA, SUPPLYING REQUIRED INSURANCE AND LICENSES, AND RECEIVING WRITTEN CONFIRMATION THAT DOCUMENTATION IS SUFFICIENT. Use of unapproved subcontractors/suppliers may result in non-payment.
- Insufficient/incorrect/mislabeled photos. Pre- and post-abatement photos of ALL material abated are invaluable. Ensure you/your subs are taking sufficient photos to support the scope being undertaken and that these are uploaded to Tolemi.
- Illegible scans provided. All documents must be legible and not skewed. This includes scans of manifests which can often be difficult to read. Ensure employees and landfills are pressing hard enough to transfer required information to ALL carbon copies as applicable.
- Variances in quantities bid vs. quantities removed. Please remember that a change in scope is a Stop Work order and must be approved by GCLBA in writing. GCLBA is comparing quantities identified, bid, and abated when reviewing payment requests.

- Corrections to supplied documents: When correcting a document, draw a single line through the incorrect information and legibly write-in correct information. The individual completing the correction should initial the correction. Corrections may need to be accompanied by a memo explaining the error and the correction.
- Final demolition inspection is failed by the GCLBA. Common reasons include sink holes, remaining site improvements (such as portions of former fencing, walkways inside property lines), remaining debris/brush especially around fence lines, remaining trees that should have been removed, not regrading and seeding the Right-of-Way.
- If there are any incomplete project payment request packets or if the final demolition inspection is failed by the GCLBA Demolition Inspector, all packets will be rejected. Contractor will be notified and 30-60 day review will begin upon notification that ALL issues have been addressed and appropriate submittals uploaded to Tolemi.

Resubmittal of Payment Packets.

Once packet includes all of the required documentation, Contractor can resubmit to the GCLBA for processing, notifying Contract Manager via email. **When payment packets have been approved and include all required documentation, payment requests 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.)

Required Documentation in Tolemi

Submittals detailed below are to be uploaded directly to Tolemi. Some documents may be aggregated by contract, while most are project specific.

- **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 to the GCLBA designated file sharing program.
 - 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- Listing ALL Subcontractors/suppliers
 - (b) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement. If sub-contracting, you must provide proof that sub-contractors are:
 - (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

- (c) Certified Payroll to meet specifications and includes payrolls for all subcontractors, including abatement, finishing, arborists, sidewalk repair, etc.
- (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 for abatement/demolition 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) Soil Erosion Permit OR Soil Erosion Permit Waiver issued by Genesee County Drain Commission prior to start of demolition work.
- (l) Demolition Permit (Must be on site at start of demolition and dated prior to start of demolition)
- (m) Municipal Open Hole/Backfill and Winter-grade or Final inspection receipt as stated in contract and/or IFB
- (n) Lead and Asbestos Air monitoring documentation as applicable
- (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.

APPENDIX 7—EXAMPLE ABATEMENT SUMMARY SHEET

EXAMPLE ABATEMENT SUMMARY SHEET

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

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

EXAMPLE ABATEMENT SUMMARY SHEET

No.	Parcel ID	Address	Material	Quantity & Units		Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
5	40-02-401-024	2413 HUMBOLDT AVE	Mercury Thermostat	1					
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	3					
5	40-02-401-024	2413 HUMBOLDT AVE	Tires	9					
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet				
5	40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap	2	Square feet				
5	40-02-401-024	2413 HUMBOLDT AVE							
5	40-02-401-024	2413 HUMBOLDT AVE							
5	40-02-401-024	2413 HUMBOLDT AVE							
5	40-02-401-024	2413 HUMBOLDT AVE							
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs					
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast					
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	2- 4' Bulbs					
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	3 Ballasts					
6	40-02-401-018	2437 HUMBOLDT AVE	Security Battery	1					
6	40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light	1 Ballast					
6	40-02-401-018	2437 HUMBOLDT AVE	Tire	1					
6	40-02-401-018	2437 HUMBOLDT AVE	Transite Siding	1,985	Square feet				
6	40-02-401-018	2437 HUMBOLDT AVE	Window Caulk (20 Windows)	10	Square feet				
6	40-02-401-018	2437 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)	135	Square feet				
6	40-02-401-018	2437 HUMBOLDT AVE	Stucco- Rough Textured	574	Square feet				
6	40-02-401-018	2437 HUMBOLDT AVE							
6	40-02-401-018	2437 HUMBOLDT AVE							
6	40-02-401-018	2437 HUMBOLDT AVE							
6	40-02-401-018	2437 HUMBOLDT AVE							
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.

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—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 9—SAMPLE DOOR HANGER WITH PLACEMENT EXAMPLE

EXAMPLE DOOR HANGER



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

PARA ESPAÑOL:



LIMIT CONTACT WITH DEMO DUST & DEBRIS



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

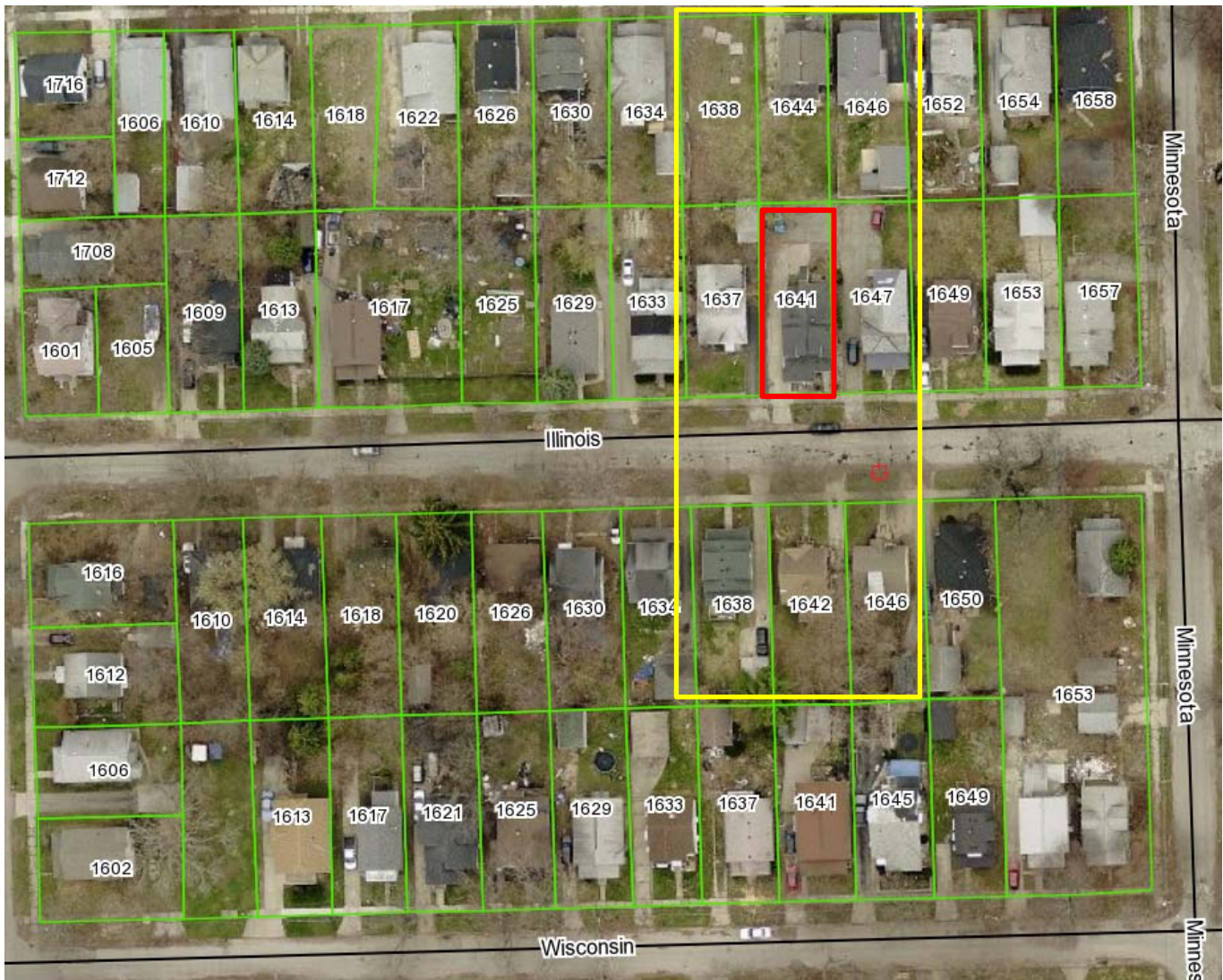
PARKING & DRIVING ON LOTS IS NOT PERMITTED. VIOLATORS MAY BE TICKETED & TOWED.

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 10—PRE-ABATEMENT & PRE-DEMOLITION WALKTHROUGH FORMS



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

GENESEE COUNTY LAND BANK PRE-ABATEMENT WALKTHROUGH

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

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

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

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

Signature

Date



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

GENESEE COUNTY LAND BANK PRE-DEMOLITION WALK THROUGH

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

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

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

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

Signature

Date

APPENDIX 11—REFERENCE CHECKLISTS

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 an 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
- Subcontractor Procurement & Outreach Report (**Attachment I**)
- 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"/> 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

ITEMS OF NOTE:

- No debris is to be located to the exterior of the structure throughout the course of abatement. Any material that must be removed must be removed to a dumpster and disposed of appropriately. If a structure was boarded before abatement, contractor is to reboard any openings until demolition.
- Pumping of water may require permitting and requesting a variance from the appropriate authority.
- For work conducted in Negative Pressure Enclosure, coordinate with GCLBA for third-party air clearance.

Abatement Notice to Proceed Supplied. IF DEBRIS OR WATER REMOVAL ARE NECESSARY: DO NOT BEGIN ASBESTOS ABATEMENT. Complete debris or water removal per specs, coordinating with GCLBA for thorough survey.

Conduct debris removal/ pumping per specs. Take before and after photos.
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.

Pre Abatement Walkthroughs (PAWs) completed and submitted to GCLBA. DISCREPANCIES BETWEEN ON SITE OBSERVATIONS AND SURVEY DOCUMENTATION CONSTITUTE A STOP WORK ORDER. Return all PAWs with discrepancies immediately. It is expected that contractors satisfied themselves as to quantities of identified items during site visits before submitting bids- which means that discrepancies in quantity are not cause for change orders.

Submit NESHAP for ALL projects and ALL asbestos, non-friable included

Place door hangers per specs. Take photos of placement.

Take Pre-abatement Photos

Through GCLBA, coordinate with QEP/other professional as applicable per specs. For work conducted in Negative Pressure Enclosure, coordinate with GCLBA for third-party air clearance.

Complete work. On site, ensure:

- Notify GCLBA if work is to include a Negative Pressure Enclosure. GCLBA may coordinate for a Third-Party air-clearance. Contractors should still conduct their own.
- 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 controlled.
- No debris is to be located to the exterior of the structure throughout the course of abatement. Any material that must be removed must be removed to a dumpster and disposed of appropriately.
- 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.
- Check perimeter /site for transite other ACM that may be present around foundations before demobilizing.

□ SUBMITTALS (review Payment Request Checklist in Contract Attachment C):

- Sworn Statement
- Lien Waivers
- Certified Payroll
- Section 3 Hours Worked Report (as applicable)
- Invoice on letterhead
- Subcontractor invoices to prime
- GCLBA Request for Payment Form
- NESHAP
- Proof of permit/variance for pumping and disposal of water as applicable
- Pre-abatement Walk Through
- Pre-abatement Photos- to include pre and post mitigation photos.
- Post-abatement Photos
- Field Report / Daily Log
- Air Monitoring / Air Clearance documentation
- Abatement Tracking summary sheet tracking- identifying the material and qty identified in survey, material and quantity removed, final destination and corresponding receipt from final destination
- Hazardous Materials Manifests AND Receipts to include
 - Asbestos
 - Tires
 - PCB/Mercury/Household solvents, etc.
 - Fuel/liquids (ASTs, water removal, etc)
- Contractor Attestation

DEMOLITION

ITEMS OF NOTE:

- No debris is to be located to the exterior of the structure throughout the course of abatement or demolition. Any material that must be removed must be removed to a dumpster and disposed of appropriately. If a structure was boarded before abatement, contractor is to reboard any openings until demolition.
- Pumping of water may require, testing, permitting and requesting a variance from the appropriate authority.
- Do not utilize adjacent property at all unless owned by and coordinated with GCLBA.
- Contractor shall not take it upon themselves to remove automobiles. Contractor is to coordinate with GCLBA for the removal which may include creating access so that GCLBA authorized business may tow subject automobiles away.

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 10 business days in scheduling from submittal of Pre-demolition Walkthrough to demolition to allow for Post-Abatement Verification (PAV). GCLBA may opt to supply a Notice to Proceed without a PAV.

Demolition Notice to Proceed supplied when identified hazards and asbestos addressed per specs/site cleared by GCLBA Qualified Professional

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.

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:

- **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.
 - 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 are fire damaged, have been damaged in the course of the work 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 (review Payment Request Checklist in Contract Attachment C):

- Sworn Statement
- Lien Waivers
- Certified Payroll
- Section 3 Hours Worked Report (as applicable)
- Backfill/Topsoil testing documentation
- Invoice on letterhead
- GCLBA Request for Payment Form
- NESHAP(s)
- Alternate Work Plans
- SESC Permits/Waivers
- Proof of testing/permit/variance for pumping and disposal of water as applicable
- Pre-Demolition Walk Through
- Pre-Demolition Photos

- Post-Demolition Photos
- Field Report
- Lead and Asbestos Air Monitoring
- Trucking Logs
- 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 or Winter Grade)
- 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

APPENDIX 12 – ARCHAEOLOGICAL CONSULTATION PROCESS FOR FEDERAL GRANTS AND DEMOLITION

Archeological Consultation Policy and Process for Demolition Grants funded by Housing and Urban Development (HUD) and Environmental Protection Agency (EPA), including Unanticipated Discoveries Plan

Updated 6/2/25, Previous Versions: 8/12/24, 7/21/2021 and 2/7/2013



Background and Purpose: The Genesee County Land Bank Authority (GCLBA) regularly pursues and receives federal and state grant funding to assist in removing blighted hazards from City of Flint neighborhoods to assist in stabilizing the community, and reducing risks to physical, mental, and economic well-being. The use of these funds requires consultation with the Michigan State Historic Preservation Office (MISHPO) through the Section 106 application review process and with Federally and State Recognized Native American Tribal Communities.

In addition to federal requirements, in 2008, a Native American burial site was dating from ca. 800-1200 years ago was uncovered.. The full extent of this site has not been identified. To better understand the archeological, cultural, and historical context, the Genesee County Land Bank Authority commissioned a [Cultural Resources Sensitivity Assessment for the City of Flint](#). This report was finalized in spring of 2024 and has greatly informed both the consultation process and the Development of the Unanticipated Discoveries Plan which is included below.

This Process has been developed to:

- 1) provide Federally and State Recognized Native American Tribal Communities and interested parties' information related to when ground disturbing activities are going to be taking place in the area;
- 2) coordinate the monitoring of ground-disturbing work with a qualified professional Archaeologist (i.e., an archaeologist who meets or exceeds the Secretary of the Interior's professional standards as defined in 44 FR Part 44738-9);
- 3) define an appropriate process and practice with respect for the Native American Ancestors in the situation where additional burial sites or human remains are discovered;
- 4) document appropriately and report any findings in cases where cultural artifacts are discovered;
- 5) comply with Section 106 of the National Historic Preservation Act of 1966;
- 6) allow for the timely spending of funds on demolition in affected/indicated areas within the timeframes allowed by grants.

Archeological Consultation Process:

1. **Maintaining a baseline map of archaeologically sensitive areas** - As part of Cultural Resources Sensitivity Assessment, the consultant, Mannik and Smith Group, reviewed and analyzed historic resources including the map of Genesee County in Wilbert Hinsdale's *Archaeological Atlas of Michigan* (1931), documentation of previously recorded cultural resource surveys and investigations in the files of the MISHPO, a variety of historic cartographic resources, information provided by the Saginaw Chippewa Indian Tribe of Michigan, Dr. Beverley Smith of the University of Michigan-Flint, Geoff Woodcox of the Sloan Museum of Discovery and other resources. This enabled Mannik and Smith group to provide the GCLBA GIS files that allow the GCLBA to map any proposed demolitions on an updated cultural sensitivity map to determine which properties are located in culturally sensitive areas. In those cases, the GCLBA will hire a qualified Archaeologist to be present during any excavation activities on the site.
2. **MISHPO and Tribal Consultation** - Genesee County Land Bank Authority and City of Flint will send requests for consultation to the MISHPO and all Federally and State Recognized Native American Tribal Communities and
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interested parties for all federally funded activities. As part of the consultation, GCLBA will provide the above referenced map with all proposed demolition sites mapped clearly showing which sites are located in and outside of the Culturally Sensitive Areas.

Federally and State Recognized Native American Tribal Communities will be sourced from MISHPO, Michigan Department of Health & Human Services (MDHHS) and from the Department of Housing and Urban Development's (HUD) Tribal Directory Assessment Tool (TDAT).

3. **MISHPO Response** – Within 30 days of submittal, GCLBA will receive notification from MISHPO of any properties that have the potential to be Archeologically Significant. If a property is found to be Archeologically Significant GCLBA will have a qualified professional Archaeologist on site during any ground disturbing work.
4. **Tribal Response** – Within 30 days of submittal, GCLBA will receive responses from Tribal Communities of any interest in consultation on listed properties. The GCLBA will follow up with the Tribal Communities who expressed interest directly to coordinate a meeting to further consult on the projects and accommodate any monitoring requests.
5. **Scheduling of Ground Disturbing Work and coordination with the contracted archaeologist and Tribes** – The GCLBA will include in demolition bidding documents requirements for having a qualified archaeologist on site for ground disturbing activities for any properties identified by SHPO, Tribes, or through the process of mapping sites over the Culturally Sensitive Area map. Once a contract is awarded, the GCLBA will coordinate a planning call with the demolition contractor and the consulting archaeologist and/or tribal representative to review the demolition schedule and further coordinate monitoring during ground disturbing activities.

As demolitions schedule change regularly during the course of the contract, GCLBA will require weekly schedule updates, and will notify any tribes that were planning to monitor sites with the updated schedules.

6. **Commencing of Ground Disturbing Work-** No ground disturbing work shall take place before the Archaeologist is on-site.
7. **Demolition Process** - Demolition crews can take the house down but should not remove the basement foundation until the Archaeologist is present. The foundation walls should then be carefully pushed into the hole exposing the soil profile. The Archaeologist will inspect the soil profile for Native American remains and cultural artifacts and determine if any are present.

Unanticipated Discoveries Plan Procedure for Archaeological Discoveries

If any cultural materials or items believed to be cultural materials related to an archaeological site are found or discovered on a site, then:

- Ground-disturbing work will immediately stop within a 100-foot radius* and the discovery location secured with fencing. Contractors will minimize movement of vehicles and equipment in the area immediately surrounding the discovery.
- GCLBA and/or the archaeologist will notify SHPO/THPO and other consulting tribes. The archaeologist will determine the appropriate steps to take to investigate the discovery, depending on the nature of the discovery.

*This perimeter will be maintained to the extent possible through GCLBA ownership of land and/or permission in the case of privately owned adjacent sites.

Human Remains:

- If human remains are found, GCLBA, local law enforcement or Michigan State Police, SHPO/THPO and federal funding agency must be notified immediately. As noted above, all work on the project will be immediately halted and the site will be secured. Any examination or analysis of suspected Native American human remains shall be non-destructive and non-invasive unless authorized by the affected tribes.
 - Law enforcement will work with the local coroner or medical examiner to determine if the remains are human, and whether the discovery constitutes a crime scene.
 - If the police determine that human remains represent evidence of a crime or missing person, they will complete their investigation.
 - If skeletal remains are determined to be non-human and there is no archaeological association, then GCLBA will notify SHPO/THPO and the federal funder and work can proceed.
- If Native American remains or artifacts are discovered, they will be treated with respect and dignity. The Federally and State Recognized Native American Tribal Communities with interest in Flint and Genesee County will be immediately notified.
- If Native American burial sites or items of Archaeological Significance are discovered, the SHPO/THPO and all consulting parties will be brought together to develop a recovery plan within 30-days of the finding of these Significance Artifacts. These parties would include the City of Flint, SHPO/TBHO, HUD and other Tribes as requested. At that time, parties will agree to next steps which may include:
 - Considerations for handling and treating the discovery
 - Evaluation of whether excavation or removal is appropriate and necessary
 - Evaluate whether the remains are isolated or if additional remains may be immediately present
 - If leaving remains *in situ* is appropriate
 - Determination of any additional measures to secure the site and document the discovery and
 - Any MOA/MOU/plan of action that provides protocols for the treatment, handling, custodianship and disposition of the human remains (e.g. reinterment or reburial),
 - Note that Michigan has specific legal requirements for the disinterment of human remains, including obtaining a permit from the local public health officer. Any permit requests should be included in the plan of action as needed.
- If artifacts are recovered in association with a burial, the Archaeologist will document those items, out of view if the public eye to the extent possible. All archeological materials observed that are not in association with burials will be documented. Standard archeological records will be kept of all excavations with the exception that no human remains will be photographed.
- At the conclusion of these procedures, the appropriate Federally and State Recognized Native American Tribal Communities will be given the opportunity to reinter all human remains and associated funerary items. Accommodation will be made for traditional or ceremonial practices in association with discoveries. Consulting

Tribes will be afforded opportunities to employ proper traditional cultural practices and treatments during periods of non-Tribal holding of discoveries.

- Discovery of burial or artifacts may result in the determination that the state or federally funded project is infeasible. Costs incurred for work completed will be allocated to the appropriate funding even if the project is not completed as planned. Additional costs to secure the site as necessary and appropriate will also be allocated to the indicated funding source. The appropriate Federally and State Recognized Native American Tribal Communities shall have the right of first refusal to purchase property after federally funded activities are closed out on the site. GCLBA may request a care and maintenance plan for the site as part of a transfer in ownership. A report will be provided to SHPO/THPO and the federal funding agency detailing the activities undertaken, the items found, and the course of action taken.

Cultural resources found without evidence of human remains:

- Upon discovery, the archaeologist will immediately advise GCLBA who will notify the SHPO/THPO regarding the discovery and proposed next steps.
- A qualified archaeologist will determine if the discovery is an archaeological site or an isolated cultural item. Work in the immediate area will not resume until treatment of the discovery has been completed or the discovery has been adequately protected.
- If an archaeological site (artifacts, features, etc.) is discovered that includes no evidence of human remains, the archaeologist will document and recover all archaeological materials within the area that will be disturbed by the project including photographs of the discovery site. Standard archaeological records will be created documenting all observed and recovered archaeological data.
- According to state law, artifacts are the property of the landowner. The Genesee County Land Bank is the property owner for most, if not all, projects it pursues. If an archaeological site is found during a project, the recovered artifacts and records will be secured and in consultation with the SHPO/THPO and Tribal Entities with an interest in Flint and Genesee County will begin to determine the correct course of action with regards to the cultural resources.
- The discovery of burial or artifacts may result in the determination that the state or federally funded project is infeasible. Costs incurred for work completed will be allocated to the appropriate funding even if the project is not completed as planned. Additional costs to secure the site as necessary and appropriate will also be allocated to the indicated funding source. The appropriate Federally and State Recognized Native American Tribal Communities and Other Indigenous Organizations with interest in Flint and Genesee County shall have the right of first refusal to purchase property after federally funded activities are closed out on the site. A report will be provided to SHPO detailing the activities undertaken, the items found, and the course of action taken.

Archeological Monitoring Reporting

- If no remains or artifacts are discovered, the archaeologist will complete the Archaeological Monitoring Form at the site and provide notification to GCLBA and contractor that demolition activities can proceed including removal of the basement, and soil brought into the site to fill the hole. After the GCLBA Archeological Monitoring Form is completed and provided to the GCLBA, the GCLBA will notify the SHPO and THPO of the findings as well as a copy of the report.
- In the event of an archaeological discovery, a written report will be completed by the monitoring archaeologist within 30 days of the completion of the monitoring. The report should include a brief description of the project and its location, the type of activity involved (demolition, etc.), methodology employed to monitor the ground disturbing activity, archaeological features and/or artifacts observed and recovered, and results and recommendations. The report should also include a map indicating the location of the project, and any photos of the work in progress, or archaeological features and artifacts as necessary. Note, in the case that discovery is a more substantial finding, additional time may be requested and granted, based on the nature of the discovery.

- If a new archaeological site is recorded, the monitoring archaeologist must contact the SHPO for a state site number. A state archaeological site form must be completed and submitted to the SHPO for all new sites or existing sites with new discoveries. State site numbers must be included in all reports and documentation pertaining to the site.

Contact list

- To ensure the protection, preservation, and proper, respectful treatment of any discovered human remains any objects(s), pursuant to applicable law, the nature and location of any discovery shall remain confidential. Only those persons and entities identified in this Plan shall be notified of the discovery or given information about the discovery.

Project Lead: GCLBA	Alternate contact
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TBD	

