



Genesee County Land Bank Authority Blight Elimination Program

Request for Proposals- Environmental Abatement, Demolition
and Restoration of 1721 N Saginaw St., Flint, Michigan

BID NUMBER: #LB: 18-011

DUE DATE: Tuesday, May 22, 2018 at 3:15 pm EST



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REQUEST FOR PROPOSALS (RFP)

ENVIRONMENTAL ABATEMENT, DEMOLITION AND RESORATION OF COMMERCIAL STRUCTURES IN GENESEE COUNTY

INTRODUCTION

Overview

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

- Community Development Block Grant Program
- Michigan Land Bank Authority Blight Elimination Grant Program

Qualified demolition contractors may submit bids for the Scope of Work defined in this RFP. Please note that, **due to the potential for environmentally hazardous conditions, there are additional contractor requirements.** This proposal will be scored on the evaluation criteria set forth in this RFP. The GCLBA anticipates entering a contract for the Scope of Work set forth herein.

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

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

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

Companies with demonstrated experience in the scope of work defined in this RFP and with an interest in making their services available to GCLBA are invited to respond to this RFP. "Bidders" means the companies or individuals that submit proposals in response to this RFP. The Bidder shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-contractors of any tier shall be competent to perform the services required under this RFP document. "Contractor" means the Bidder whose proposal submitted in response to this RFP is selected for award of a contract.

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DVBE and Section 3 business enterprises. Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows:

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

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

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

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

Additional Contractor Requirements:

Contractors and workers must possess proper experience, training, and licensing to perform site activities. All subsurface work including excavation, work with subsurface infrastructure, handling of existing soil, sediments or groundwater, removal of storage tanks, or any other site activity with the reasonable potential for exposure must be conducted by currently trained individuals as defined in the Environmental Construction Management Plan (ECMP) which is available with other environmental reports on Box.com via request. Minimum qualifications include:

Contractors or approved Subcontractors must have experience, training, licensing, and insurance for working on potentially contaminated properties and excavating underground storage tanks.

A Qualified Individual(s) with experience, qualifications, and current 40-hour HAZWOPER certification.

Pollution Liability insurance is required for projects involving the removal and disposal of waste or storage tanks or potential contamination of soils. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate.

Nothing in this RFP 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 RFP 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 RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Bidder shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the GCLBA. Bidders may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

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

PROPOSAL REQUEST NUMBER: #LB: 18-011

DUE DATE: May 22, 2018 @ 3:15 pm EST

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

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

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

Time of Completion

Any agreement awarded pursuant to this RFP 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 on or around Monday, June 4, 2018 depending on the readiness of the projects. Please note that some projects that may be awarded may later be cancelled prior to being issued a Notice to Proceed with Demolition depending on various factors including changes in priorities, readiness of projects prior to grant deadlines, and available funding. GCLBA reserves the right to cancel any project(s) that has been issued on a bid or entered into a contract if GCLBA has deemed project(s) infeasible and is unable to proceed with the demolition. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCLBA, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the 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.

Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Friday, July 20, 2018, or until the funds are exhausted, whichever comes first.

All demolition work must be completed and GCLBA inspections requested by Friday, July 13, 2018 and all paperwork and payment requests must be submitted to the Grants Manager by no later than Friday, July 20, 2018.

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

Once packet includes all of the required documentation, Contractor can resubmit to the GCLBA for processing. **When payment packets have been approved and include all required documentation, payment request will be submitted for processing.** Payment to Contractor will be made by the GCLBA in 30 to 60 days upon receiving approved and complete payment

request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.)

Background

The GCLBA receives grant funding through various sources for blight elimination activities, including the demolition of GCLBA owned residential and commercial structures within Genesee County. Funding may come from various grants and or sources to include, but not limited to, the Community Development Block Grant, Genesee County Treasurer Demolition Funding, and other various funds. Contractors are expected to be able to handle the GCLBA's needs and be very responsive to GCLBA staff requests.

Any contract resulting from this RFP will be partially funded through City of Flint Community Development Block Grant dollars awarded to the GCLBA through an agreement attached hereto (Appendix 9) and incorporated herein.

Federal, State, and Local Regulations

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

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

1. Certification Form Note
2. Bid Bond
3. Michigan Builders or M&A –Home Wrecking License
4. Michigan Accredited Asbestos Building Inspector Certification for Company
5. Michigan Accredited Asbestos Certification for Asbestos Supervisor
6. Michigan Accredited Asbestos Certification for workers
7. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
8. OSHA 8-hour refresher HAZWHOPER Re-certification
9. Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
10. Part 169, Scrap Tires, of the NREPA
11. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
12. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013)
http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf
13. OSHA 29 CFR 1926- Construction Industry Standards
14. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos

15. 29 CFR 1910.1200 – Hazard Communication
16. 40 CFR Part 261- EPA Regulations
17. 40 USC §3701 et seq.; 29 CFR Part 5- Contract Work Hours and Safety Standards Act (CWHSSA)
18. HUD Title X parts 1012-1013
19. Federal Labor Standards and Provisions
20. Equal Opportunity Clause
21. Section 3 Clause (See Attachment E)
22. HUD Contract and Subcontract Activity
23. Copeland Anti-kickback Act
24. Drug Free Workplace Requirements
25. Bidders Insurance Checklist (Attachment A)
26. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
27. And other Regulations Referenced throughout this document and attachments

PROFESSIONAL SERVICE REQUIREMENTS

Scope of Work

The purpose of this project is to provide abatement, demolition, waste disposal, and site protection of blighted and/or dangerous structure(s) located in the City of Flint and Genesee County. Applicants can respond to the proposal/ scope of services described below (*the complete scope of work is available in Appendix 1 and on the Land Bank's website:*

www.thelandbank.org).

The commercial structures included in this RFP may or may not have Recognized Environmental Conditions (RECs), including but not limited to suspect environmental contamination and underground storage tanks (USTs). Contractors must have experience working on potentially contaminated properties and excavating fuel and heating oil tanks. Contractors must have OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER).

Certain commercial properties where demolition is to occur are known or suspected to be contaminated, including the possible presence of storage tanks. An Environmental Construction Management Plan (ECMP) was prepared by ATC Group Services (ATC) to provide guidance to Contractors for the management of contaminated soil, sediments, storm water and groundwater (if encountered) at the subject property. The ECMP describes the recommended policies and procedures meant to ensure that human health and the environment is protected, soil/groundwater is properly managed, and due care responsibilities for the subject property is met during the demolition and restoration activities.

The ECMP requires specific work practices and handling of all soil and liquids during demolition activities. The Contractor will be required to coordinate all work and follow the direction of the GCLBA's Qualified Environmental Professional, ATC. Contractor is responsible for all waste characterization with oversight and direction of ATC.

The ECMP includes an environmental summary of suspected site conditions and a contractor Disclosure Statement, which must be signed by Contractor prior to site work.

Qualified Environmental Professional: GCLBA, the Owner, has retained ATC Group Services as the Qualified Environmental Professional (QEP) for the project. The QEP shall answer Contractor questions and provide independent oversight to ensure that all environmental due care obligations are being met during demolition. The QEP shall provide oversight of all invasive demolition activities including, but not limited to work with subsurface infrastructure, foundation removal, opening monitoring wells or sewers, handling of existing soil, sediments or groundwater, and storage tank removal activities.

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

Note: Change orders will not be approved for this project. Each Bidder must sign and submit the Certification of Site Visit Form as supplied in *Attachment D*, verifying that, if successful, any material missed by the Bidder in preparation of bid will be the responsibility of the successful Bidder to remove in compliance with all relevant rules and regulations at no additional cost.

During the contract period, GCLBA anticipates the abatement and disposal of environmentally hazardous materials from specified structures prior to demolition of the structure(s). Demolition and disposal of the structures is to follow abatement.

The purpose of the abatement and disposal is to properly remove environmental hazardous materials/waste concerns associated with the structure, or within close proximity to the structure, that may require removal and disposal, or other consideration, before a structure is renovated, demolished or deconstructed.

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

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

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

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

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

Bidders can request access to access to Environmental Site Assessments and Pre-demolition surveys by emailing requests to ffinholm@thelandbank.org. Respondents will be invited to review information via Box.com.

EVALUATION CRITERIA AND SCORING

The GCLBA will evaluate the proposals received and identify the submittals that are the most responsive, responsible and offer the best service to the GCLBA. The GCLBA will consider Bidder qualifications, financial viability, project references, experience with comparable projects, and projects with concurrent timelines. Specifically, each RFP response package will be reviewed based on the following selection criteria:

A. PROPOSAL/EVALUATION CRITERIA:

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	30*
Experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity.	5
HUD Section 3 Contractors can receive additional consideration in scoring per Section 3 Regulations in 24 CFR Part 135 for: <ol style="list-style-type: none"> 1. Being a Section 3 Certified Business Concern, and 2. Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference. 	15
Price The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	50

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

SUBMITTAL REQUIREMENTS

RFP responses must be submitted both via hard copy and electronic copy. Each Bidder shall submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy of the following documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Responses not submitted via hard copy will not be considered. Bidders are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

Bidders may, without prejudice to himself/herself, withdraw Bid/Tender after it has been submitted, provided the request for such withdrawal is received in writing before time set for opening. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for period indicated.

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

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

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

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

A. Minimum Qualifications of Bidders

These documents must be submitted and acceptable before GCLBA will review the Experience and Capacity proposal:

1. **Evidence of Financial Stability:** The Bidder shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. All Bidders shall include two years of Company tax returns and a most recent corresponding annual financial statement (balance sheet, etc.) provided by their accountant and/or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCLBA in determining the Bidder’s financial condition. GCLBA is seeking this information to ensure that the proposer’s have the financial stability and wherewithal to assure good faith performance.
2. **Michigan Builders or M&A –Home Wrecking License:** The Bidder must be licensed by the State of Michigan, as a Residential Builders and/or Maintenance & Alterations Contractors with a House Wrecking trade designation. ***(The person/company that is issued the License by the State of Michigan must be in entity that applies in order to be added to the prequalified list.)***

3. Asbestos License & Certificate: The Bidder must be a licensed Asbestos Abatement Contractor by the State of Michigan in the name of principal or co-partnership. ***(The person/company that is issued the License and/or Certificate by the State of Michigan must be an entity that applies to be added to the prequalified list.)***
4. Evidence of Insurance: The Bidder and subcontractors 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; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, non-owned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence. The Bidder must also have Pollution Liability insurance for projects involving the removal and disposal of waste or storage tanks or potential contamination. Contractor shall maintain limits no less than \$1,000,000 per loss/\$1,000,000 aggregate. A certificate of insurance must be included with submission of qualifications. ***(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured for all contracts.***
5. Current Certificate of Good Standing (Corporation) or Certificate of Existence: The Bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. ***(If Bidder is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)***
6. Experience: Bidders must have a minimum of **five* (5) years** of relevant and proven experience providing professional licensed demolition services. ****Required by the State of Michigan. References should be related to the scope of work and must be recent, with projects completed within the past 5 years.***
7. Bid, Performance and Payment Bond: Bidders must provide a letter from the bonding company they intend to use stating bonding capacity and surety rating. Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and ***a Performance Bond and Payment Bond***, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. ***Bond requirement shall be increased consistent with any contract amount increase.***
8. Conflict of Interest Statement & Supporting Documentation: The Bidder shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Bidders shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
9. Debarment and Suspension: The Bidder certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.
10. Other State License and or Certification:
- a. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
 - b. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.
11. Capacity: The bidder must have the capacity to complete the abatement and demolition of projects in the timeframe identified by the GCLBA identified in this RFP.

Letter of Interest

Please submit a Cover Letter of Interest on your firms letterhead signed by a duly authorized officer or representative of the Bidder, not to exceed two (2) pages in length. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Bidder and team. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Bidder. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Bidder.
 - If the Bidder is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Bidder.
 - A complete list of all the Bidders’ board/officers must be included.
5. Experience and capacity to implement the scope of work described in Scope of Services. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP. Include a list of projects your company is currently committed to and briefly explain whether you see any conflict between being able to complete projects currently under contract and a GCLBA contract should the project be awarded.
6. Familiarity with the GCLBA and basic understanding of programs (see www.thelandbank.org for more information) including previous experience with other Land Banks.
7. The Signature Page attached hereto at the end of this RFP and incorporated herein by reference must be signed by Bidder and attached to the Letter of Interest

SELECTION PROCESS

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted on time and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. ***Any contract resulting from this RFP 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 RFP.***

IMPORTANT DATES

Bids Due	Tuesday, May 22, 2018
Notice of Award	On or around Wednesday, May 29, 2018
Contract Signed	On or around Friday, June 1, 2018
Start Work	On or around Monday, June 4, 2018
Final-grade, seed and straw work completed	On or before Friday, July 13, 2018
Final Paperwork and Payment Request	On or before Friday, July 20, 2018

QUESTIONS

Questions regarding this RFP should be submitted in writing via email to ffinholm@thelandbank.org by no later than 3:00pm on Friday, May 18, 2018.

SUBMITTAL DUE DATE

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

Responses to this RFP are due by 3:15 pm on Friday, May 22, 2018. Each Bidder is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies and must be delivered to:

Faith Finholm, Grants Manager
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

Bidders must include all required submittals identified in this Request for Proposals with bid response.

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 1)
			<input type="checkbox"/> Please provide the Submittal Requirements as stated. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections: <ul style="list-style-type: none"> ○ Section B: Letter of Interest- Include a description of on-going projects and whether they will conflict with the completion of this project.
			<input type="checkbox"/> Description of Company
			<input type="checkbox"/> Evidence of Insurance – GCLBA must be listed as an insured for contracts (Contractor and Subcontractor) (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"/> Local Hiring, HUD Section 3, MBE/WBE/DVBE, if applicable (Attachment E & G) <i>(Section 3 Goals: 10% of construction subcontracts and 3% of non-construction subcontracts are to be awarded to agencies/businesses who are Section 3 certified. Contractors can achieve Section 3 goals through committing 25% of award to Section 3 certified subcontractors.)</i>
			<input type="checkbox"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> Debarment Certification (Attachment I)
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> Current Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Bidder is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
			<input type="checkbox"/> Michigan Builders License or Maintenance and Alterations license with House Wrecking <ul style="list-style-type: none"> ○ Issued to: _____
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Company

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 2)
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Asbestos Supervisor
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for workers
			<input type="checkbox"/> OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
			<input type="checkbox"/> MDEQ Scrap Tire Hauler Registration
			<input type="checkbox"/> Evidence of Financial Stability - Two most recent years tax returns and corresponding annual financial statements
			<input type="checkbox"/> Work Plan
			<input type="checkbox"/> Health and Safety Plan
			<input type="checkbox"/> Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County
			<input type="checkbox"/> RFP Submittal Requirements Checklist
			<input type="checkbox"/> Received Addendum(s): _____

ADDITIONAL INFORMATION

ATTACHMENTS

- A. GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
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- E. SECTION 3 CERTIFICATION INFORMATION
- F. CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G. CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H. MEDC – COMMUNITY VENTURES FLYER
- I. DEBARMENT CERTIFICATION

APPENDICES

- 1. SCOPE OF WORK (ABATEMENT & DEMOLITION)
- 2. MDEQ – NESHAP PROGRAM
- 3. MAP AND BOUNDARIES OF TARGET AREAS
- 4. FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5. SAMPLE CONTRACT AND PAYMENT REQUEST PACKET
- 6. EXAMPLE ABATEMENT SUMMARY SHEET
- 7. EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8. EVALUATION CRITERIA & SCORING
- 9. CDBG CONTRACT BETWEEN CITY OF FLINT AND GCLBA

ATTACHMENTS

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

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

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

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

Bidder's Statement

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

Bidder

Signature



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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____ Project Timeline (Dates): _____

Type of Project: _____

Budget: _____

ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

(Name of Respondent)

_____ **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

Company Name: _____

BID TENDER SUMMARY

LB 18-011 Base Bid Total
\$

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

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

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

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

Provide three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP.

Timeline of bidder's/respondent's projects scheduled concurrent with GCLB projects:

Demonstrate experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity in the past 5 years.

Demonstration of Capacity

Can Contractor complete abatement, demolition and disposal within the time frame identified in this Request for Proposal? _____

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

Number of employees: _____

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

Subcontractor(s):

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

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

Sub-Contractor Service: _____

Sub-contractor Authorized Representative: _____

Sub-Contractor Years of Experience: _____

Sub-Contractors License or Certification: _____

Sub-Contractor's Number of employees: _____

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

Timeline of proposed subcontractor projects scheduled concurrent with GCLB projects:

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

Does Contractor or subcontractor have any EPA, MDEQ, or MIOSHA active investigations? If yes, please give dates, describe incident and any changes to your policies and procedures.

Has the Contractor or subcontractor been the recipient any EPA, MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates, describe incident and any changes to your policies and procedures.

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 18-011

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

FOR: Request for Proposals #LB 18-011 Environmental Abatement, Demolition and Restoration
of 1721 N Saginaw St.:

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

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

The Bidder, in compliance with your invitation for bids for the environmental abatement and demolition and disposal of commercial structures, having examined Bid #LB: 18-011 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding abatement and demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 18-011, within the time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

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

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

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

ATTENTION:

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

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

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

Where surveys are incomplete due to mitigatable conditions (blocked stairwells, debris, flooded basements, etc.), abatement quote should include cost of addressing barrier so that a thorough inspection can be made prior to demolition.

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

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

UNIT PRICE FOR DEMOLITION WORK

Refer to Appendix 1 for Scope of Work, Statement of Bid Items, and Measurement and Payment.

BID LIST # - LB-18-011 1721 N Saginaw St		Contractor:			
Item No	Description	Units	Est Qty	Unit Price	Proposal Price
1	Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials.	LS	1	Lump Sum	
2	Asbestos Abatement, and Hazardous Material Removal	LS	1	Lump Sum	
3	Demolition- completely demolish and remove buildings, basements, foundations, and all Site improvements including, but not limited to: sidewalks, roadways, parking lots, pads, signs, poles, fences, and curbs, with the exception of storm drains/catch basins and associated sewer lines	LS	1	Lump Sum	
4	Backfill, compact, rough grade	LS	1	Lump Sum	
5	Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water	LS	1	Lump Sum	

TOTAL BASE BID _____

Alternates					
Item No.	Description	Units	Est Qty	Unit Price	Proposal Price
1	Remove approaches and curb cuts construct street curbs in accordance with City requirements, place Owner approved backfill and topsoil, seed, mulch and water.	LF	85		
2	Procure and install "Jersey Barriers" in all ROW approaches.	EA	6		

TOTAL ALT BID _____

Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around Monday, June 4, 2018 and to fully complete on or before Friday, July 20, 2018.

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

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

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

Bidder acknowledges receipt of following addenda:

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

CERTIFICATION OF SITE VISIT

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

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

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

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

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

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

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

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

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

This Bid Proposal is submitted in the name of:

(Name of Contractor)
By _____
Title _____

Signed and sealed this _____ Day of _____ 20 _____

INSTRUCTIONS: Submit this form to GCLBA.

END OF SECTION

ATTACHMENT E: Section 3 Clause and City of Flint Section 3 Business Certification Program Information

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows:
10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex - architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

For additional information please refer to the following links:

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

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

Becoming Section 3 Certified

Bidders interested in becoming Section 3 certified through the City of Flint can contact City of Flint's Department of Community and Economic Development at (810) 766-7426. City of Flint application forms for businesses seeking Section 3 Preference in Contracting are attached.

Information on hiring or becoming certified as a Section 3 Resident through Mott Community College Workforce Development is also attached.

Section 3 Reporting Requirements

Contractors performing work on Section 3 covered contracts must comply with Section 3 rules and regulations at 24 CFR Part 135, incorporate the Section 3 Clause into all subcontracts, and complete Section 3 reports (attached) for all contracts.

City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity

Name of Business _____ Phone & Fax _____

Address _____ City _____ Zip _____

Type of Business: Corporation Partnership Sole Proprietorship

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

Please attach the following documentation as evidence of status:

For all business entities (as applicable):

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

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

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

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

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

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

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

For all business entities:

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

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

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

- ✓ All work to be performed is covered by Section 3
- ✓ Parties under contract certify that no impediment would prevent compliance
- ✓ Contractor agrees to notify labor organizations of Section 3 commitments and post notice at work site
- ✓ Noncompliance with Section 3 may result in termination of contract for default

Authorized Name, Title and Signature

Date _____

Please submit documentation of the following items to Kevin L. Miller at City of Flint, Dept. of Community and Economic Development, 1101 S. Saginaw St., Flint, Michigan 48502, klmiller@cityofflint.com or fax to 810-766-7351. Direct any questions to 810-766-7426 ext. 3023

Open Enrollment

Monday – Thursday ONLY

Arrive 15 minutes early

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

Must be on time!!!

Intake is 3 - 3 ½ hours

No children PLEASE!

MOTT COMMUNITY COLLEGE

Section 3 Resident Application Process

(810) 232-2555

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

Adult Worker Program – Available to any adult 18 years or older. Dislocated Worker Program – Available to any adult 18 years or older who has been terminated, laid off or has exhausted their unemployment compensation. Incumbent Worker Program – Available for any adult who is currently employed and wants to improve their skills in computers, basic math, grammar or reading. This program can also be utilized by employers interested in customized training for their current workforce.

Each program offers three levels of service: staff-assisted core intensive and training services. Participants are involved in activities such as Individual Job Development, Advances Job Club, Advanced Screened Referrals and Follow-Up Services, which are tailored to meet individual needs. Supportive Services may be available on a limited basis to those who qualify for the purpose of enabling the successful participation and completion of program services.

To take advantage of these program opportunities, individuals must register with and receive core services from the Employment Services Office; complete the WIA Registration process and meet the program eligibility and documentation requirements.

The following documentation will be needed at the time of your appointment as it applies to your situation.

- Career Alliance Referral Forms from Employment Services (located in the basement of Career Alliance)
- Valid Driver's License or State ID
- Social Security Card
- Birth Certificate (if no valid ID)
- Adult Workers (Proof of family size and proof of income – most recent check stub)
- Most Recent Tax Return (To verify family size)
- Dislocated Workers (Most current UA check stub / UA Determination Notice)
- Letter of dismissal from last employer – if applicable
- Medical cards / Bridge Card
- DHS Statement of Income
- SSI / SSD Statement of Income
- Copy of Work Keys Assessment results
- DD-214 (Military Transfer / Discharge Paper)

We look forward to working with you soon!

Mott Community College Workforce Education Center / Garfield G. Wagner, Jr. Building
709 North Saginaw Street, Flint, Michigan 48503 Phone: (810) 232-2555



Certification for Resident Seeking Section 3 Training and Employment Preference

_____ meets the income and residence eligibility guidelines for a low- or very-low-income person for this area seeking Section 3 preference in training and employment.

The following documentation has been submitted to Mott Community College Workforce and Career Development as evidence of Section 3 status:

- Copy of lease
- Michigan State Drivers License or ID
- Resume

Full address of Person seeking Certification

Signature of Person seeking Certification

- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence
 - Tax return
 - Pay stub
 - Social Security annual income report
 - Unemployment rejection letter
 - DHS denial letter
 - Notarized letter of support from other individual

For Department Uses

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

Referred for employment to: _____ Date: _____

Trade/Skill: _____

Referred by: _____ Title: Job Development Specialist



FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits NTSP Income Limits HUD LIHTC Database

FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income	FY 2017 Income Limit Category	Persons in Family							
	Explanation		1	2	3	4	5	6	7	8
Genesee County	\$53,700	Very Low (50%) Income Limits (\$) Explanation	19,550	22,350	25,150	27,900	30,150	32,400	34,600	36,850
		Extremely Low Income Limits (\$)* Explanation	12,060	16,240	20,420	24,600	28,780	32,400*	34,600*	36,850*
		Low (80%) Income Limits (\$) Explanation	31,300	35,750	40,200	44,650	48,250	51,800	55,400	58,950

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

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

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

Authorized Signature:		Date:	
Printed Name:		Title:	

Section 3 Summary Report
Economic Opportunities for
Low- and Very Low-Income Persons

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

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

HUD Field Office:

See back of page for Public Reporting Burden statement

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

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

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

*Program Codes

1 = Flexible Subsidy

2 = Section 202/811

3 = Public/Indian Housing

A = Development,

B = Operation

C = Modernization

4 = Homeless Assistance

5 = HOME

6 = HOME-State Administered

7 = CDBG-Entitlement

8 = CDBG-State Administered

9 = Other CD Programs

10= Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

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

2. Non-Construction Contracts:

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

Part III: Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

Part I: Employment and Training Opportunities

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

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

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

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

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

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

Part II: Contract Opportunities

Block 1: Construction Contracts

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

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

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

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

Block 2: Non-Construction Contracts

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

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

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

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

Part III: Summary of Efforts - Self-explanatory

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

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

State of _____:

S.S.

County of _____:

I, _____ of

(Name of Company/Firm)

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

I state:

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

I state that _____ understands and

(Name of my Company/Firm)



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

SIGNATURE SECTION

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

NOTARIZATION SECTION

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

<hr/>	<hr/>
Notary Public Signature	My Commission Expires:



ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE _____ SBE _____

 LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s):

Check all that apply: White _____ Black _____ Hispanic _____

 Asian _____ Native American _____

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

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

(See other side for explanation)



Explanation of Business Enterprise Status

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

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

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

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

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

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



**Michigan Employers
and the MEDC**

...Working Together!

Community Ventures

*Michigan employers and the Michigan Economic Development Corporation
... a unique partnership to provide jobs for structurally unemployed individuals.*

Here's how the wage incentive
works for your full-time,
permanent employees:

*Community Ventures
Monthly Wage Incentive
\$500 x Number of
Employees*

Monthly Example

\$10 x 160 hours

**Monthly Wages
= \$1,600**

\$1,600 - \$500 = \$1,100

**Your Monthly Wage Cost
= \$1,100**

Examples of Annual Grant Awards

*Grant amount your company
could receive based on number of
employees who are eligible for the
Community Ventures program.*

5 employees =	\$25,000
10 employees =	\$50,000
15 employees =	\$75,000
20 employees =	\$100,000
25 employees =	\$125,000
100 employees =	\$500,000

Advantages for Employers

Employer Wage Incentive Under Community Ventures' guidelines, Michigan employers who agree to hire structurally unemployed people (from key target communities) in permanent, full-time positions will **receive a one-time \$5,000 wage reimbursement incentive for each employee. The grant is paid in monthly installments.**

Pre-Screened Talent Community Ventures is designed to ensure that both employers and companies are well-matched. Community Ventures works with the local Michigan Works agencies to provide job applicants who reside in target areas. **In the Flint area the target areas are Flint, Burton, Mt. Morris, and Mt. Morris Township.** Michigan Works will pre-screen applicants for you to interview.

Employee Retention Services Another key component of our program is the availability of **supportive services and resources** to help individuals who are hired at your company to remain successfully employed.

Streamlined Process Our wage reimbursement process is streamlined to make it as easy as possible for employers. **We require a monthly wage verification form with copies of pay stubs for each employee and an invoice on your company's letterhead.**

Contact

Valerie Jemerson, Project Coordinator-Flint
Community Ventures
810-233-5627, extension 140
517-488-5101 (cell)
jemersonv@michigan.org

ATTACHMENT E DEBARMENT CERTIFICATION

BID# _____

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
- (2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - (i) Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - (ii) Violation of federal or state antitrust laws, or
 - (iii) Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- (4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

APPENDICES

- 1 – SCOPE OF WORK
- 2 – MDEQ – NESHAP PROGRAM
- 3 – MAP AND BOUNDARIES OF TARGET AREA
- 4 – FEDERAL AND COUNTY REGULATIONS
- 5 – SAMPLE CONTRACT
- 6 – EXAMPLE ABATEMENT SUMMARY SHEET
- 7– EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS
- 8 – EVALUATION CRITERIA & SCORING
- 9 – CDBG CONTRACT BETWEEN CITY OF FLINT AND GCLBA

**TECHNICAL SPECIFICATION
ASBESTOS ABATEMENT, UNIVERSAL WASTE & OTHER REGULATED
MATERIAL REMOVAL, DEMOLITION & SITE RESTORATION**

**COMMERCIAL PROPERTY
1721 N. SAGINAW STREET
FLINT, MICHIGAN**

Prepared for:

**GENESEE COUNTY LAND BANK AUTHORITY
452 SOUTH SAGINAW STREET, 2ND FLOOR,
FLINT, MICHIGAN 48502**

Prepared by:



**46555 Humboldt Drive
Novi, Michigan
(248) 669-5140**

May 3, 2018

**SECTION 01 00 00
GENERAL REQUIREMENTS**

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SECTION 01 00 00
GENERAL REQUIREMENTS

1.1 SAFETY REQUIREMENTS

Refer to section 01 35 26, SAFETY REQUIREMENTS for safety requirements.

1.2 TERMS

- Site - Property, all buildings/structures, and all improvements located at 1721 North Saginaw, Flint, Michigan.
- Owner- Genesee County Land Bank Authority (GCLBA);
- Owner's Representative - ATC Group Services LLC (ATC);
- Contractor - Bidder awarded Contract to perform the Work at the Site;
- Scope of Work/Work/Site Work/Project - all activities included in Bid Documents/Contract/Specifications to be performed by Contractor.
- Submittals - All documents, forms, permits, notifications, plans, waivers, invoices, etc., required to be submitted by Contractor including those identified in in Bid Documents/Contract/Specifications and Referenced Documents to be submitted by Contractor;
- Hazardous, Universal, Regulated, Special Wastes/Materials- all material/wastes at the Site and/or generated during the Work, excluding debris/rubbish;
- Debris/Rubbish; Non-Hazardous/Uncontaminated/ Non Asbestos containing, solid waste at the Site and/or generated during the Work;
- Site Structures/Site Improvements - includes all buildings, foundations, trailer pads, basements, sidewalks, roadways, parking lots, fences, enclosures, utilities, retaining walls, sprinkler systems, tanks, hazardous, universal, regulated, special wastes/materials and all other man made or installed materials/items; and
- Adjacent Sites/Structures/Buildings/Site Improvements - Privately owned properties, structures, and site improvements located adjacent to the Site.
- Right of Way (ROW) - public property/easements located adjacent to or on Site,
- City - City of Flint, Genesee County or public agency/utility; and
- City Sidewalks/Roadways/Improvements owned/operated by City, Municipality, or Agency.

1.3 REFERENCED DOCUMENTS

A. Referenced Documents include:

- Phase I Environmental Site Assessment, March 22, 2018, prepared by ATC Group Services LLC;
- Limited Phase II Environmental Site Assessment (Phase II ESA), dated April 24, 2018, prepared by ATC Group Services LLC; and

- Asbestos & Regulated Material Survey, dated March 22, 2018, prepared by ATC Group Services LLC.

Referenced documents are available from Owner, upon request.

1.4 SUMMARY OF WORK (WORK)

A. Demolition of commercial structures is being undertaken as an approved eligible activity under the Genesee County Land Bank Authority (Owner) Demolition Program. The Site address is 1721 N. Saginaw Street, Flint, Michigan. The 0.61 acre Site is comprised of 2 one-story buildings (Building B and C), the remaining slab, foundations and potential basements, pits/vaults of previously demolished building (Building A), and underground hoists and ancillary equipment. Other Site improvements include, but are not limited to bituminous/cement driveways/parking lots, curbs, utilities; poles; and trees, shrubs and bushes. A Site Plan with demolition notes is provided as Figure 1.

The Scope of Work (Work) requires the Contractor to provide all labor, materials and equipment (including water and power), submit all plans, notifications, required submittals, obtain all permits/waivers and pay all fees required to: abate Asbestos Containing Materials (ACM); collect, containerize, characterize, profile, manifest, transport and dispose of Universal, Industrial, Regulated, Hazardous and Non-Hazardous and Special waste materials and debris; demolish building(s), foundations/footings, basements, pits/vaults, hoists, driveways, parking lots and other improvements/incidentals (services and items not specifically mentioned); protect existing catch basins/ storm drains and associated sewer lines; protect tree greater than 5" in diameter; protect adjacent off-site structures (buildings, retaining wall, sidewalks, curbing, approaches, active utilities, poles, signs and roads; transport, dispose/recycle demolition debris; procure, place, compact and grade, Owner approved backfill, and topsoil; and seed, mulch and water the Site in accordance with Contract Documents/Specifications, and Asbestos & Regulated Material Survey, dated March 22, prepared by ATC, and all Federal, State and Local rules and regulations.

In addition to the Asbestos Containing Materials and Other Hazardous Materials/Wastes identified in Asbestos & Regulated Material Survey, other hazards should be assumed present at the site including, but not limited to Lead, Cadmium, and Chromium containing paint/coatings.

Contractor is wholly responsible to ensure employees and Subcontractors have required training, personal protection equipment, medical monitoring, and licensures/certifications to complete the Work. Additionally, Contractor shall be responsible to perform all required exposure monitoring in accordance with Contract documents, Federal and State rules and regulations.

- B. The Work includes, but is not limited to: Preparing and submitting required submittals (plans, schedule, photo logs, APP/HASP, daily logs, permit application, NESHAP's notification, etc.); attending all meetings; obtaining all required approvals, permits and clearances, and paying associated fees; asbestos abatement; hazardous material/Universal Waste and Other Regulated Materials collection, characterization, containerization, waste characterization, profiling, manifesting, transportation and disposal; demolition of above ground and below ground Site structures (excluding catch basins/storm drains and associated sewer lines, and water main which may be present and must be protected), sidewalks, driveways, parking lots and all other site improvements; procuring, placing, compacting, and rough grading, Owner approved backfill; procuring, placing, and final grading of Owner approved topsoil; and seeding, mulching and watering, as required by Contract Documents/specifications, and applicable Federal, State and Local rules and regulations.
- C. The Work also requires the Contractor to: Utilize its Competent Person to conduct a pre-demolition property condition assessment and prepare a project Work Plan for review by Owner and Owner's Representative, and affected units of government, as applicable; provide dust and soil erosion, sedimentation control measures during all phases of the Work; obtain all access agreements and coordinate street/lane closures with City of Flint and Genesee County, Owner, and adjacent property owners; install shoring/bracing as necessary, to prevent collapse, failure, settlement, or cracking of adjoining structures, sidewalks, parking areas, roads and other features/improvements on adjacent private and public properties; review relevant documents to and to visit the site and verify site conditions and make their own estimation of quantities of asbestos, hazardous materials, and other hazardous/regulated materials; provide all storage, staging, temporary office facilities, sanitation facilities, power and water necessary to complete the Work;

and provide all other incidental (services and items not specifically mentioned) items necessary to complete the Work in accordance with Contract Documents and local, state and federal rules and regulations.

1.5 STATEMENT OF BID ITEM(S)

- A. BID ITEM 1, Removal of Universal/Hazardous/Special Wastes and Other Regulated Materials.

All Universal/Hazardous/Special Wastes and Other Regulated Materials including those identified in the Asbestos & Regulated Material Survey, dated March 22, 2018, prepared by ATC, must be removed, containerized, characterized, labeled, transported, and disposed in accordance with Contract Documents/specifications and State and Federal rules and regulations.

The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and Local regulations related to any and all aspects of waste handling, containerization, characterization, transportation and disposal. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE) including respiratory protection including respirator fit testing, as required by applicable Federal, State, and Local regulations. The Contractor shall hold the Owner (Genesee County Land Bank Authority, and Owner's Representative (ATC Group Services LLC), harmless for Contractor's failure to comply with any applicable Work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of Contractor, Contractor's employees, or Contractor's subcontractors. The Contractor will be responsible for all sampling/analytical costs to assure compliance with OSHA/EPA (RCRA/TSCA)/State requirements.

No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the Owner without prior written authorization. Deviations from the hazardous materials survey shall be submitted to the Owner.

- B. Bid Item 2, Asbestos Abatement, and Hazardous Material Removal

All Asbestos Containing Materials (ACMs), including those (ACMs) identified in the Asbestos & Regulated Material Survey, dated March 22,

2018, prepared by ATC, must be abated, containerized, transported, and disposed by the Contractor. The estimated quantities of ACM provided in the Asbestos & Regulated Material Survey report are provided for informational purposes only and are based on the best information available at the time of the Specification preparation. The Abatement Contractor shall satisfy themselves as to the actual extent of the Work. Nothing in this section may be interpreted as limiting the extent of Work. The Contractor will be responsible for all sampling/analytical costs to assure compliance with Federal and State requirements.

No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the Owner without prior written authorization. Deviations from the hazardous materials survey shall be submitted to the Owner.

C. Bid Item 3, Demolition

Contractor to demolish and remove buildings, basements, foundations, , and all Site improvements including, but not limited to: sidewalks, roadways, parking lots, concrete pads, signs, poles, fences, and curbs, with the exception of storm drains/catch basins and associated sewer lines, which may be present.

Debris, including but not limited to, brick, concrete, stone, metals and similar materials shall become property of Contractor and shall be disposed of daily by Contractor to avoid accumulation of debris at the demolition site. Materials that cannot be removed daily shall be stored in areas on the Site in areas that will not cause harm to the public or environment. Contractor shall dispose of all wastes and debris in compliance with applicable Federal, State or Local permits, rules and/or regulations.

Contractor to install and maintain soil erosion and sedimentation control (SESC) devices/measures and obtain SESC permit or waiver.

In removing buildings and structures of more than two stories, demolish structure story by story, starting at highest level and progressing down to below ground surface.

Remove and legally dispose/recycle all materials/wastes, other than earth, which is to remain as part of project Work. Materials removed shall become property of Contractor and shall be disposed of in

compliance with applicable Federal, State or Local permits, rules and/or regulations.

Remove/Cut/Cap existing utilities servicing the site (excluding storm drains/catch basins and associated sewer lines) in a manner conforming to the Local, State and nationally recognized code covering the specific utility.

Obtain "Open-Hole" inspection and approval from City of Flint (City) prior to backfilling. Dewater as necessary in accordance with State or Local permits, rules and/or regulations. Contractor is expressly prohibited to discharge water without applicable discharge permits.

Remove all waste and debris from site and properly dispose.

D. Bid Item 4, Backfill

Contractor shall procure, transport, place, compact excavations and rough grade Site to match existing grade and sloping soil towards storm drains/catch basins, to facilitate site drainage with Owner approved fill material to 6" below grade. Slope backfill to existing storm drains and adjust catch basin elevations as necessary to prevent storm water ponding on Site.

E. Bid Item 5, Procure, Transport, Place Owner Approved Topsoil to Final Grade, Seed, Mulch and Water.

1.6 ALTERNATES

A. ALTERNATE 1:

Obtain right of way (ROW) permit(s), pay fee(s), remove approaches and curb cuts in ROW, construct street curbs in accordance with City requirements, place Owner approved backfill and topsoil, seed, mulch and water (See Figure 2). Replace Contractor damaged sidewalks in accordance with City requirements at no cost to Owner.

B. ALTERNATE 2:

Procure and place, pre-fabricated, concrete "Jersey Barriers" in all ROW approaches (See Figure 2),

1.7 BID/CONTRACT DOCUMENTS

A. Bid/Contract documents including: specifications, attachments, appendices, drawings, Phase I ESA, Phase II ESA, and Asbestos/Hazardous

Material Survey are available at the Owner's website where this bid solicitation is posted.

1.8 MEASUREMENT AND PAYMENT

A. Unit Price Items

Payment for Unit Price items for the work of this Contract are listed in the Bid Documents. The unit price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment necessary to complete the Work, including any associated Contractor quality control, environmental protection, safety requirements, sampling, analysis, tests, and reports. Payment is contingent upon approval of all applicable submittals.

B. Lump Sum

Payment items for the work of this contract for which Contract lump sum payments will be made are listed in Bid Documents. Contract progress payments for lump sum items will be paid for based on the approved schedule of values. All cost for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated CONTRACTOR quality control, environmental protection, safety requirements, sampling, tests and reports, and for performing all work required for which separated payment is not otherwise provided. Payment is contingent upon approval of all applicable submittals.

C. The Contractor will make, as soon as practicable after the entire completion of the project, a final quantity invoice of the amount of the Work performed and the value of such work for review and approval by Owner and Owner's Representative. Owner will then pay the entire sum found to be due, after deducting therefrom all previous payments. All amounts to be paid under the provisions of the Contract may be held by the Owner until such time as the Contractor submits satisfactory evidence that all bills for labor and materials used under this Contract have been paid and all required documents have been submitted to Owner.

1.9 REQUIRED SUBMITTALS

A. Summary of Pre-Demolition Submittals

Within ten (10) days of receipt of Award/Notice to Proceed, Contractor to submit the following submittals including but not limited to:

- o Notifications, Permit Applications/Permits and Waivers;
- o Pre-Demolition Photographs/Photo Log;
- o Plans(Work Plan, Health and Safety, Spill, etc.);
- o Worker Certification and Licensure Documentation (including Subcontractors);
- o Accident Prevention Plan/Health and Safety Plan;
- o Project Schedule; and
- o List of Subcontractors.

B. Summary of Project Close-Out/Payment Request Application:

The following documents must be submitted with Contractor's Payment Request Application:

- AIA Documents;
- Sworn Statement - Must list all subcontractors;
- If sub-contracting, you must acquire Owner approval prior to authorizing subcontractor to work on site. Provide proof that the sub-contractor is: Appropriately licensed (including licensure to transport waste or haul more than 7 scrap tires, (if applicable) and in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed;
- Waivers of Lien from yourself, as well Unconditional Waiver of Lien from all subcontractors listed on Sworn Statement;
- Certified Payroll for Contractor and Subcontractors with Prevailing Wage Rates;
- Section 3 Reporting;
- Invoice on Contractor's Letterhead;

- Before and After Photographs/Photo Logs of the site (dated and labeled) including perimeter, approaches, sidewalks and curbing;
- MDEQ NESHAP Notification and revised Notifications;
- MIOSHA/LARA Asbestos program notification for abatement and demolition, as necessary;
- Air Sampling Results (for RACM);
- Abatement Field Report/Daily Log/ Inventory Sheet for all work with supporting paperwork:
- Abatement Summary sheet documenting per item identified and per item removed, including;
 - Quantities quoted;
 - Actual quantities removed;
 - Material Destinations;
 - Associated Manifests/Shippers/Bill of Ladings;
 - Associated receipts provided by final destination;
- A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility, associated waste disposal summary tables;
- A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional;
- A copy of all scrap metal receipts for AST/USTs and other metals;
- A copy of the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER";
- SESC Permit/Waiver from Genesee County Drain Commission;
- Demolition Permit;
- Sidewalk Permit - for sidewalk repair and curb removal/replacement, if applicable;
- Disposal Records;

- Daily Log;
- Backfill/Topsoil Documentation;
- Seed Tags;
- Watering Report; and
- As-Built Drawings.

C. Work Plan Requirements

a. Contractor to provide a comprehensive Work Plan for each Bid Item/Phase of Project described as follows:

- Universal/Hazardous/Special/Regulated Waste Removal;
- Asbestos Abatement;
- Demolition;
- Backfilling; and
- Topsoil, Seeding, Mulching and Watering.

b. At a minimum Work Plans shall include:

- Project Sequence;
- Detailed description of Contractor's understanding of scope of Work for each Item/Phase.
- Detailed description of how Contractor will perform each Item/Phase;
- Identification of permits, waivers, notifications, and submittals required for each Item/Phase;
- Identification of Subcontractors that will be utilized on each Item/Phase;
- Materials and Equipment that will be utilized on each Item/Phase;
- Shoring/bracing plan;
- Road/lane closure plan;

- Spill plan;
- Contingency plan;
- Wastes that will be generated on each Item/Phase and disposal sites/facilities that will be utilized.

1.10 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Work Site.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Owner, and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- C. The Contractor shall, use only established roadways, or use temporary roadways constructed by the Contractor. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- D. Working space and space available for storing materials shall be on the Work Site only. Materials shall be stored as to not cause harm to the public or environment, and in accordance with Federal, State and/or Local permits, rules and/or regulations.
- E. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times.
- F. The Site will be turned over to Contractor immediately after receipt of Notice to Proceed.
- G. Construction Fence: Before construction operations begin, Contractor shall provide a chain link construction fence, six feet minimum height,

around the Site's property boundary. Provide gates as required for access, with necessary hardware, including hasps and padlocks. Bottom of fences shall extend to one inch above grade.

- H. When the Site is turned over to Contractor, Contractor shall accept entire responsibility including upkeep, security, and maintenance.
- I. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, are required to be entirely removed, Utilities shall be sealed, capped or plugged at/near mains in accordance with applicable local utility and/or municipality requirements.
- J. To minimize interference of construction activities with flow of traffic, comply with the following:
 - 1. Keep public roads, clear of construction materials, debris, and standing construction equipment and vehicles.

1.11 DISPOSAL

- A. Waste materials and equipment removed while completing the Work and shall be disposed of in accordance with Contract documents and all applicable Federal, State and Local rules and regulations.
 - 1. Transformers and Capacitors: The Contractor shall be responsible for disposal of transformers and capacitors, including those that contain Polychlorinated Biphenyls (PCB). The transformers and capacitors shall be taken out of service and handled in accordance with the procedures of the Environmental Protection Agency (EPA) and the Department of Transportation (DOT) as outlined in Code of Federal Regulation (CFR), Titled 40 and 49 respectively. The EPA's Toxic Substance Control Act (TSCA) Compliance Program Policy Nos. 6-PCB-6 and 6-PCB-7 also apply. Upon removal of PCB transformers and capacitors for disposal, the "originator" copy of the Uniform Hazardous Waste Manifest (EPA Form 8700-22), along with the Uniform Hazardous Waste Manifest Continuation Sheet (EPA Form 8700-22A) shall be returned to the Owner.
 - 3. Hazardous/Non Hazardous Wastes, Universal Wastes, Asbestos, TSCA, and Other Regulated Wastes shall be collected, characterized, containerized, profiled, manifested, transported, and disposed by

Contractor, in accordance with Contract Documents/Specifications, Federal and State rules and regulations.

4. Debris Disposal, Contractor shall dispose of existing debris at Site, as well as debris generated while performing the Work. Debris may require sampling and analysis to characterize the waste for disposal. Contractor shall be responsible for all sampling, analysis, loading, hauling and disposal costs. Contractor shall ensure of all debris in transported and disposed in accordance with Contract Documents and applicable Federal and State rules and regulations.

1.12 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect, buildings, sidewalks, roads and vegetation (such as trees, shrubs, and grass) on properties adjacent to the Site including, right of ways (ROW), private and public properties. The Contractor shall remove all existing vegetation from Site with exception of trees greater than 5 inches in diameter, which shall be protected. If any limbs or branches of trees to remain are broken during Contract performance, and/or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut, and paint the cut with a tree-pruning compound. All other vegetation, including roots shall be removed from the site.
- B. The Contractor shall protect from damage all existing improvements and utilities on adjacent properties including the Site's ROW. The Contractor shall repair any damage to adjacent facilities, utilities, and properties resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.
- C. Refer to Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS, for additional requirements on protecting vegetation, soils, and the environment.
- D. The Contractor shall protect all storm drains/catch basins and associated storm/combined sewer lines on the Site. Storm Drains/Catch

Basins shall be protected from sedimentation by installation of SESC measures beneath catch basin/storm drain covers and installation of SESC measures around storm drains/catch basins. Storm Drains/Catch Basin locations, as well as SESC measures shall be shown on As-Built drawings provided by Contractor.

- E. The Contractor shall furnish all information, certifications, and fees that are required to comply with the permit process and permit requirements.

1.13 PHYSICAL DATA

- A. Data and information furnished or referred to below is for the Contractor's information.
1. The indications of physical conditions in the specifications are the result of the referenced Phase II ESA, and Asbestos & Regulated Material Survey completed by ATC.
 2. Owner does not guarantee that other materials will not be encountered nor that proportions, conditions, or character of several materials will not vary from those indicated. Bidders are expected to examine site of work and, after investigation, decide for themselves character of materials and make their bids accordingly.

1.14 AS-BUILT DRAWINGS

- A. The contractor shall provide two (2) sets of as-built drawings, which will be kept current during the project. At a minimum as-built drawing will display:
- Utility Cut and Cap Locations;
 - Final Grade Elevations;
 - Locations of Former Buildings and former site improvements;
 - Location of City sidewalks replaced by Contractor (if applicable);
 - Location of City curbs replaced by Contractor (if applicable); and
 - Location of Storm Drains/Catch Basins and SESC measures.
- B. Contractor shall deliver one completed sets of as-built drawings to the Owner with Payment Request Application.

1.15 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Site. Temporary roads shall be constructed and restoration performed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected. Any damage caused will be repaired by the Contractor at no cost to the Owner.

1.16 TEMPORARY TOILETS

- A. Provide temporary sanitary portable toilets. Keep such places clean and remove prior to completion of contract, and premises left perfectly clean.

1.17 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Contractor shall provide electrical generator(s) to provide sufficient electrical power to complete the Work.
- B. Contractor to provide water tanker and/or obtain water from City hydrant by obtaining permit and meter from City (if available). When applicable, provide reduced pressure backflow preventer at each connection as per code. Maintain connections, pipe, fittings, and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes may be cause for revocation by City. Failure to obtain permit to use hydrant may result in fine by City to Contractor. Any Fines will be paid promptly by Contractor at no cost to Owner

1.18 PHOTOGRAPHIC DOCUMENTATION

- A. Prior to beginning Work at the Site and after completion of Final Grade provide photographic documentation of City sidewalks, curbs, and streets adjacent to the Site. Photographs must be electronically date stamped, and of sufficient quantity and clarity to demonstrate condition of existing, adjacent City sidewalks, curbs and streets to demonstrate conditions prior to, and after completion of Work at the Site. Additionally, photographs shall include GPS coordinates and/or show landmarks to allow Owner and/or Owner's Representative to determine location of feature(s) being photographed. Pre and Post Work photographs shall be compiled and presented to Owner and Owner's Representative in Photo Logs, prepared by Contractor.
- B. Photographic documentation elements:

1. Prior to beginning the Work at the Site, adjacent streets, roadways, parkways, driveways, curbs, sidewalks, landscaping, adjacent utilities, and adjacent structures surrounding the Work Site shall be documented. Photographs must be electronically date stamped and of sufficient quantity and clarity to demonstrate condition of feature(s) prior to the start of Work. Additionally, photographs shall include GPS coordinates and/or show landmarks and direction (North, South, East or West) to allow Owner and/or Owner's Representative to determine location of feature(s) being photographed. Pre-Work photographs shall be compiled and presented in a Photo Log, prepared by Contractor.

2. Open-hole condition shall be photo documented prior to backfilling.

C. Upon completion of the project, final copies of the documentation shall be provided with Payment Request Application.

1.19 FINAL ELEVATION IMAGES

A. A minimum of four (4) images of each side of Work Site. Photographs shall be taken upon completion, including landscaping.

1.20 HISTORIC PRESERVATION

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical, and/or cultural resources, the Contractor shall immediately notify the Owner and/or Owner's Representative.

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SECTION 01 32 16 PROJECT SCHEDULES

PART 1- GENERAL

1.1 DESCRIPTION:

- A. The Contractor shall develop a plan and schedule demonstrating fulfillment of the Contract requirements, and shall keep the Project Schedule up-to-date and shall utilize the plan for scheduling, coordinating, and monitoring work under this contract (including all activities of subcontractors, and suppliers).

1.2 CONTRACTOR'S REPRESENTATIVE:

- A. The Contractor shall designate an authorized representative responsible for the Project Schedule including preparation, review and progress reporting with Owner and/or Owner's Representative.
- B. The Contractor's representative shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the requirements of this specification section.

1.3 THE COMPLETE PROJECT SCHEDULE SUBMITTAL

- A. Within 10 calendar days after receipt of Notice to Proceed, the Contractor shall submit for the Owner's/Owner's Representative review, a complete working schedule that shall reflect the Contractor's approach to scheduling the complete project. **The final Project Schedule in its original form shall contain no contract changes or delays.**
- B. The Complete Project Schedule shall contain the following Tasks:
- Notice to Proceed;
 - Submittals, Notifications, Permits;
 - Mobilization;
 - Asbestos Abatement/Hazardous/Regulated Material removal, Transportation and disposal;
 - Demolition;
 - Open Hole Inspection;
 - Backfill and grading;
 - Grading, seeding, mulching and watering;
 - Demobilization; and
 - Submittal of Close-Out Documentation and Final Invoice.

1.4 PROJECT SCHEDULE REQUIREMENTS

- A. Show on the project schedule the sequence of work activities/events required for complete performance of all items of work.
 1. Describe work activities/events clearly, so the work is readily identifiable for assessment of completion. Activities/events labeled "start", "continue", or "completion," are not specific and will not be allowed. Lead and lag time activities will not be acceptable.
 2. The schedule shall be generally numbered.
- B. The Contractor shall submit the following supporting data in addition to the project schedule:
 1. The appropriate project calendar including working days and holidays;
 2. The planned number of shifts per day;
 3. The number of hours per shift; and
 4. The anticipated crew size per day.

Failure of the Contractor to include this data shall delay the review of the submittal until the Owner/Owner's Representative is in receipt of the missing data.
- C. To the extent that the Project Schedule or any revised Project Schedule shows anything not jointly agreed upon, it shall not be deemed to have been approved by the Owner. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all Work required within any applicable completion date regardless of the Owner's approval of the Project Schedule.

1.8 PAYMENT TO THE CONTRACTOR:

- A. Contractor shall submit an application and certificate for payment using the AIA application and certificate for payment documents G702 & G703.
- B. Contractor shall submit the following documents with application for payment:
 - AIA Documents;
 - Sworn Statement - Must list all subcontractors;
 - If sub-contracting, you must acquire Owner approval prior to authorizing subcontractor to work on site. Provide proof that the sub-contractor is: Appropriately licensed (including licensure to transport waste or haul more than 7 scrap tires, (if applicable)

and in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed;

- Waivers of Lien from yourself, as well Unconditional Waiver of Lien from all subcontractors listed on Sworn Statement;
 - Certified Payroll for Contractor and Subcontractors with Prevailing Wage Rates;
 - Section 3 Reporting;
 - Invoice on Contractor's Letterhead;
 - Before and After Photographs/Photo Logs of the site (dated and labeled) including perimeter, approaches, sidewalks and curbing;
 - MDEQ NESHAP Notification and revised Notifications;
 - MIOSHA/LARA Asbestos program notification for abatement and demolition, as necessary;
 - Air Sampling Results (for RACM);
 - ABATEMENT: Field Report/Daily Log/ Inventory Sheet for all work with supporting paperwork:
 - Abatement Summary sheet by individual project documenting per item identified and per item removed, including;
 - o Quantities quoted;
 - o Actual quantities removed;
 - o Material Destinations;
 - o Associated Manifests/Shippers/Bill of Ladings;
 - o Associated receipts provided by final destination;
 - o A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility;
 - Copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional;
 - A copy of the scrap metal receipt for AST/USTs and other metals;
 - A copy of the Scrap Tire Transportation Record (MDEQ Form EQP5128 (12/15)) signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER";
 - SESC Permit/Waiver from Genesee County Drain Commission;
 - Demolition Permit;
- C. Approval of the Contractor's Application for Payment shall be contingent, among other factors including completeness of required submittals, and the project schedule.

1.9 PROGRESS REPORTING

- A. Update meetings may be held on dates mutually agreed to by the Owner, Owner's Representative, and the Contractor. Contractor shall attend all scheduled update meetings. The Contractor shall accurately update the Project Schedule and all other data required and provide this information to the Owner.
 - 1. Actual start and/or finish dates for updated/completed activities/events.
 - 2. Remaining duration for each activity/event started, or scheduled to start, but not completed.
 - 3. Completion percentage for all completed and partially completed activities/events.
 - 6. Activity/event duration and percent complete shall be updated independently.
- B. After completion of the joint review, the contractor shall generate an updated calendar-dated schedule, if applicable.

1.10 RESPONSIBILITY FOR COMPLETION

- A. If it becomes apparent from the current schedule that contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
 - 1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
 - 3. Reschedule the work in conformance with the specification requirements.
- B. Prior to proceeding with any of the above actions, the Contractor shall notify and obtain approval from the Owner. If such actions are approved, the schedule revisions shall be incorporated by the Contractor into the Project Schedule, at no additional cost to the Owner.

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SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This specification defines the general requirements and procedures for submittals.
- B. Detailed submittal requirements are found in the technical sections of the contract specifications. The Owner/Owner's Representative may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective technical specifications at no additional cost to the Owner.
- C. Owner/Owner's Representative approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory performance of all the Work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.

1.2 DEFINITIONS

- A. Preconstruction Submittals: Submittals which are required prior to issuing contract notice to proceed or starting construction. For example, Certificates of insurance; Surety bonds; Site-specific safety plan; Construction progress schedule; Schedule of values; Submittal register; List of proposed subcontractors.
- B. Shop Drawings: Drawings, diagrams, and schedules specifically prepared by or for the Contractor, to illustrate a portion of the the Work.
- C. Product Data: Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions, and brochures, which describe and illustrate size, physical appearance, and other characteristics of materials, systems, or equipment for some portion of the work.
- D. Samples: Physical examples of materials, equipment, or workmanship.
- E. Test Reports: Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

- F. Certificates: Document required of Contractor, or of a manufacturer, supplier, installer, or subcontractor through Contractor. The purpose is to document procedures, acceptability of methods, or personnel qualifications for a portion of the work.
- G. Manufacturer's Instructions: Pre-printed material describing installation of a product, system, or material, including special notices and SDS concerning impedances, hazards, and safety precautions.
- H. Contractor's Field Reports/Daily Logs: Daily documentation of Work activities, including but not limited to, Contractor/subcontractor activities, crew size and labor designations, equipment used, waste transportation and disposal.
- I. Closeout Submittals: Documentation necessary to properly close out a construction contract and submittal requirements necessary to receive final payment.

1.3 SUBMITTAL SCHEDULING

- A. Submittals are to be scheduled, submitted, reviewed, and approved prior to start of the Work, or phase of the Work.
- B. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.
- C. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.
- D. All submittals are required to be approved prior to the start of the specified work activity.

1.5 SUBMITTAL PREPARATION

- A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- B. Collect required data for each specific material and unit of Work. Partial submittals will not be accepted for expedition of demolition effort. Submittal will be returned without review if incomplete.
- C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.
- D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.

- E. The Contractor is responsible for reviewing and certifying that all submittals are in compliance with contract requirements before submitting for Owner/Owner's Representative review. Proposed deviations from the contract requirements are to be clearly identified. All deviations submitted must include a side by side comparison of item being proposed against item specified. Failure to point out deviations will result in the Owner/Owner's Representative requiring removal and replacement of such work at the Contractor's expense.

1.6 SUBMITTAL FORMAT AND TRANSMISSION

- A. Provide submittals in electronic format, with the exception of material samples. Use PDF as the electronic format, unless otherwise specified or directed by the Owner/Owner's Representative.
- B. Compile the electronic submittal file as a single, complete document. Name the electronic submittal file specifically according to its contents.
- C. Electronic files must be of sufficient quality that all information is legible. Generate PDF files from original documents so that the text included in the PDF file is both searchable and can be copied.
- D. E-mail electronic submittal documents smaller than 5MB in size to e-mail addresses as directed by the Owner/Owner's Representative.
- E. Provide electronic documents over 5MB through an electronic FTP file sharing system. Confirm that the electronic FTP file sharing system can be accessed by Owner/Owner's Representative. The Contractor is responsible for setting up, providing, and maintaining the electronic FTP file sharing system for the construction contract period of performance.
- F. Provide two (2) hard copies (in addition to electronic format copies) of all submittals to the Owner/Owner's Representative, at no additional cost to the OWNER.

1.7 SAMPLES

- A. Submit two sets of physical samples showing range of variation, for each required item.
- B. Before submitting samples, the Contractor is to ensure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

- C. The Owner/Owner's Representative reserves the right to disapprove any material or equipment, which previously has proven unsatisfactory in service.

1.8 TEST REPORTS

Owner/Owner's Representative may require specific tests while Work is being performed and/or after work has been installed, at no additional cost to contract.

1.9 OWNER REVIEW OF SUBMITTALS

- A. The Owner/Owner's Representative will review all submittals for compliance with the technical requirements of the contract documents. Review will be only for conformance with the applicable codes, standards and contract requirements.

1.10 APPROVED SUBMITTALS

- A. The Owner/Owner's Representative approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.
- B. Owner/Owner's Representative approval of a submittal does not relieve the Contractor of the responsibility for any error which may exist. The Contractor is responsible for fully complying with all contract requirements and the satisfactory construction of all work, including the need to check, confirm, and coordinate the work of all subcontractors for the project. Non-compliant material incorporated in the work will be removed and replaced at the Contractor's expense.
- C. After submittals have been approved, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.
- D. Retain a copy of all approved submittals at project site, including approved samples.

1.12 WITHHOLDING OF PAYMENT

Payment for Work will not be made if required approvals have not been obtained.

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SECTION 01 35 26
SAFETY REQUIREMENTS

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SECTION 01 35 26
SAFETY REQUIREMENTS

1.1 APPLICABLE PUBLICATIONS:

A. Latest publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

B. American Society of Safety Engineers (ASSE):

A10.1-2011.....Pre-Project & Pre-Task Safety and Health
Planning

A10.34-2012.....Protection of the Public on or Adjacent to
Construction Sites

A10.38-2013.....Basic Elements of an Employer's Program to
Provide a Safe and Healthful Work Environment
American National Standard Construction and
Demolition Operations

C. American Society for Testing and Materials (ASTM):

E84-2013.....Surface Burning Characteristics of Building
Materials

D. The Facilities Guidelines Institute (FGI):

FGI Guidelines-2010Guidelines for Design and Construction of
Healthcare Facilities

E. National Fire Protection Association (NFPA):

10-2013.....Standard for Portable Fire Extinguishers

30-2012.....Flammable and Combustible Liquids Code

51B-2014.....Standard for Fire Prevention During Welding,
Cutting and Other Hot Work

70-2014.....National Electrical Code

70B-2013.....Recommended Practice for Electrical Equipment
Maintenance

70E-2015Standard for Electrical Safety in the Workplace

99-2012.....Health Care Facilities Code

241-2013.....Standard for Safeguarding Construction,
Alteration, and Demolition Operations

F. U.S. Occupational Safety and Health Administration (OSHA):

29 CFR 1904Reporting and Recording Injuries & Illnesses

29 CFR 1910Safety and Health Regulations for General
Industry

29 CFR 1926Safety and Health Regulations for Construction
Industry

CPL 2-0.124.....Multi-Employer Citation Policy

1.2 DEFINITIONS:

A. OSHA "Competent Person" (CP). One who is capable of identifying existing and predictable hazards in the surroundings and working conditions which are unsanitary, hazardous or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them (see 29 CFR 1926.32(f)).

B. "Qualified Person" means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

C. High Visibility Accident. Any mishap which may generate publicity or high visibility.

D. Accident/Incident Criticality Categories:

No impact - near miss incidents that should be investigated but are not required to be reported to the Owner;

Minor incident/impact - incidents that require first aid or result in minor equipment damage (less than \$5000). These incidents must be investigated but are not required to be reported to the Owner;

Moderate incident/impact - Any work-related injury or illness that results in:

1. Days away from work (any time lost after day of injury/illness onset);
2. Restricted work;
3. Transfer to another job;
4. Medical treatment beyond first aid;
5. Loss of consciousness; and
6. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (5) above or, any incident that leads to major equipment damage (greater than \$5000). These incidents must be investigated and are required to be reported to the Owner and Owner's Representative.

Major incident/impact - Any mishap that leads to fatalities, hospitalizations, amputations, and losses of an eye as a result of contractors' activities. Or any incident which leads to major property damage (greater than \$20,000) and/or may generate publicity or high visibility. These incidents must be investigated and are required to be reported to the Owner/Owner's Representative as soon as practical, but not later than 2 hours after the incident.

E. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

1.3 REGULATORY REQUIREMENTS:

A. Comply with 29 CFR 1926, comply with 29 CFR 1910 as incorporated by reference within 29 CFR 1926, and all applicable federal, state, and local laws, ordinances, criteria, rules and regulations. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.4 ACCIDENT PREVENTION PLAN (APP)/ HEALTH AND SAFETY PLAN (HASP):

A. The APP (aka Health and Safety Plan) shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the

APP in the applicable APP element and ensure it is site-specific. The Owner considers the Prime Contractor to be the "controlling authority" for all worksite safety and health of each subcontractor(s).

Contractors are responsible for informing their subcontractors of the known and potential hazards and associated safety provisions in APP/HASP. Additionally, Contractor responsible for coordinating the Work and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

B. The APP/HASP shall be prepared as follows:

1. Written in English by a qualified person who is employed by the Contractor articulating the specific work and hazards pertaining to the Contract and specifically articulating the safety requirements found within these specifications.
2. Address both the Contractors and the subcontractors work operations.
3. State measures to be taken to control hazards associated with materials, services, or equipment provided by suppliers.
4. Address all the elements/sub-elements and in order as follows:
 - a. **SIGNATURE SHEET.** Title, signature, and phone number of the following:
 - 1) Plan preparer (Qualified Person such as corporate safety staff person or contracted Certified Safety Professional with construction safety experience);
 - 2) Plan approver (Contractor's officers authorized to obligate the company);
 - b. **BACKGROUND INFORMATION.** List the following:
 - 1) Contractor;
 - 2) Contract number;
 - 3) Project name; and
 - 4) Brief project description, description of work to be performed, and location; phases of work anticipated.

- c. STATEMENT OF SAFETY AND HEALTH POLICY.** Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract should be provided.
- d. RESPONSIBILITIES AND LINES OF AUTHORITIES.** Provide the following:
- 1) A statement of the employer's ultimate responsibility for the implementation of his HASP program;
 - 2) Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes.
 - 3) The names of Competent and/or Qualified Person(s) and proof of competency/qualification to meet specific OSHA Competent/Qualified Person(s) requirements must be attached.;
 - 4) Requirements that no work shall be performed unless a designated competent person is present on the job site;
 - 5) Requirements for pre-task Activity Hazard Analysis (AHAs);
 - 6) Lines of authority;
 - 7) Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;
- e. SUBCONTRACTORS AND SUPPLIERS.** If applicable, provide procedures for coordinating SOH activities with other employers on the job site:
- 1) Identification of subcontractors and suppliers; and
 - 2) Safety responsibilities of subcontractors and suppliers.
- f. TRAINING.**
- 1) Mandatory training and certifications that are applicable to this project (e.g., Asbestos Abatement, Hazardous Materials,

fall protection, confined space, etc.) and any requirements for periodic retraining/recertification are required.

- 2) Procedures for ongoing safety and health training for supervisors and employees shall be established to address changes in site hazards/conditions.

g. SAFETY AND HEALTH INSPECTIONS.

- 1) Specific assignment of responsibilities for a minimum daily job site safety and health inspection during periods of work activity: Who will conduct (e.g., "Site Safety and Health CP"), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures.

h. ACCIDENT/INCIDENT INVESTIGATION & REPORTING. The Contractor shall conduct mishap investigations of all Moderate and Major as well as all High Visibility Incidents. The APP shall include accident/incident investigation procedure and identify person(s) responsible to provide the following to the Owner and MIOSHA:

- 1) Exposure data (man-hours worked);
- 2) Accident investigation reports;
- 3) Project site injury and illness logs.

C. Within ten (10) days of Contract Award, submit the APP/HASP to the Owner and Owner's Representative for review for compliance with contract requirements. Approval of APP/HASP by Owner/Owner's Representative only signifies that APP/HASP contains the required elements specified in the Contract documents. Contractor is solely responsible for the Health and Safety of its employees and Subcontractors. Once reviewed by the Owner and/or Owner's Representative, Work can commence.

E. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Owner and/or Owner's Representative. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Owner and/or Owner's Representative within 24 hours of discovery. Eliminate/remove

the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

1.5 PRECONSTRUCTION CONFERENCE:

- A. Contractor representatives who have a responsibility or significant role in implementation of the APP/HASP on the project shall attend the preconstruction conference to gain a mutual understanding of its implementation. This includes the project superintendent, subcontractor superintendents, and any other assigned safety and health professionals.

1.6 "SITE SAFETY AND HEALTH OFFICER" (SSHO) AND "COMPETENT PERSON" (CP):

- A. The Contractor shall designate a minimum of one SSHO at the Site that will be identified as the SSHO to administer the Contractor's safety program. Each subcontractor shall designate a minimum of one CP in compliance with 29 CFR 1926.20 (b) (2).
- B. Further, all specialized Competent Persons for the work crews will be supplied by the respective contractor as required by 29 CFR 1926.
- C. These Competent Persons can have collateral duties as the subcontractor's superintendent and/or work crew lead persons as well as fill more than one specialized CP role.

1.8 TRAINING:

- A. The Contractor SSHO must meet the requirements of all applicable OSHA standards and be capable (through training, experience, and qualifications) of ensuring that the requirements of 29 CFR 1926.26 and other appropriate Federal, State and local requirements are met for the project.
- C. Prior to any worker for the Contractor or Subcontractors beginning work, they shall undergo a safety briefing provided by the SSHO or his/her designated representative. As a minimum, this briefing shall include information on the site-specific hazards, construction limits, means of egress, break areas, work hours, locations of restrooms, emergency procedures, accident reporting etc...
- D. Ongoing safety training will be accomplished in the form of daily tailgate safety meetings.

1.9 INSPECTIONS:

- A. The SSHO shall conduct frequent and regular safety inspections of the site and each of the subcontractors CPs shall conduct frequent and regular safety inspections of their work operations as required by 29 CFR 1926.20(b)(2).

1.10 PERSONAL PROTECTIVE EQUIPMENT (PPE):

- A. PPE is governed in all areas by the nature of the work the employee is performing. Contractor is responsible to provide necessary PPE for all its employees and shall either provide or require Subcontractors to provide necessary PPE for its employees. Minimum PPE for authorized visitors includes:

- 1. Hard Hats;
- 2. Safety glasses;
- 3. Appropriate Safety Shoes; and
- 4. Hearing protection.

1.12 FIRE SAFETY

- A. Fire Safety Plan: Establish and maintain a site-specific fire protection program in accordance with 29 CFR 1926.
- B. Site and Building Access: During business hours, maintain free and unobstructed emergency access to Site for fire, police and other emergency response forces.
- C. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily.
- D. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- E. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- F. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B.

- O. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly.
- P. Smoking: Smoking is prohibited except in designated smoking areas.
- Q. Dispose of waste and debris in accordance with Contract documents and Federal, State and Local rules and regulations. Remove from buildings daily.

1.13 ELECTRICAL

- A. All electrical work shall comply with NFPA 70 (NEC), NFPA 70B, NFPA 70E, 29 CFR Part 1910 Subpart J - General Environmental Controls, 29 CFR Part 1910 Subpart S - Electrical, and 29 CFR 1926 Subpart K in addition to other references required by contract.
- B. All electrical work will be accomplished de-energized and in the Electrically Safe Work Condition (refer to NFPA 70E for Work Involving Electrical Hazards, including Exemptions to Work Permit).
 - 1. Development of a Hazardous Electrical Energy Control Procedure is required prior to de-energization. A single Simple Lockout/Tagout Procedure for multiple work operations can only be used for work involving qualified person(s) de-energizing one set of conductors or circuit part source. Task specific Complex Lockout/Tagout Procedures are required at all other times.
 - 2. Verification of the absence of voltage after de-energization and lockout/tagout is considered "energized electrical work" (live work) under NFPA 70E, and shall only be performed by qualified persons wearing appropriate shock protective (voltage rated) gloves and arc rate personal protective clothing and equipment, using Underwriters Laboratories (UL) tested and appropriately rated contact electrical testing instruments or equipment appropriate for the environment in which they will be used.
- A. Ground-fault circuit interrupters. GFCI protection shall be provided where an employee is operating or using cord- and plug-connected tools related to construction activity supplied by 125-volt, 15-, 20-, or 30-ampere circuits. Where employees operate or use equipment supplied by greater than 125-volt, 15-, 20-, or 30-ampere circuits, GFCI protection or an assured equipment grounding conductor program shall be

implemented in accordance with NFPA 70E - 2015, Chapter 1, Article 110.4(C) (2) ..

1.14 FALL PROTECTION

- A. The fall protection (FP) threshold height requirement is 6 ft (1.8 m) for all WORK, unless specified differently or the OSHA 29 CFR 1926 requirements are more stringent, to include steel erection activities, systems-engineered activities (prefabricated) metal buildings, residential (wood) construction and scaffolding work.

1.15 SCAFFOLDS AND OTHER WORK PLATFORMS

- A. All scaffolds and other work platforms construction activities shall comply with 29 CFR 1926 Subpart L.
- B. The fall protection (FP) threshold height requirement is 6 ft (1.8 m) as stated in Section 1.16.
- C. The following hierarchy and prohibitions shall be followed in selecting appropriate work platforms.
 - 1. Scaffolds, platforms, or temporary floors shall be provided for all work except that can be performed safely from the ground or similar footing.
 - 2. Ladders less than 20 feet may be used as work platforms only when use of small hand tools or handling of light material is involved.
 - 3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
 - 4. Emergency descent devices shall not be used as working platforms.
- D. Contractors shall use a scaffold tagging system in which all scaffolds are tagged by the Competent Person. Tags shall be color-coded: green indicates the scaffold has been inspected and is safe to use; red indicates the scaffold is unsafe to use. Tags shall be readily visible, made of materials that will withstand the environment in which they are used, be legible and shall include:
 - 1. The Competent Person's name and signature;
 - 2. Dates of initial and last inspections.

1.16 EXCAVATION AND TRENCHES

- A. All excavation and trenching work shall comply with 29 CFR 1926 Subpart P.
- B. As required by OSHA 29 CFR 1926.651(b)(1), the estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined by the Contractor prior to opening an excavation.
- C. Contractor must contact Miss Dig a minimum of three (3) business days prior to demolition and/or earthwork at the Site. Provide ticket number and any documentation received from utilities to Owner/Owner's Representative.
- D. Contractor may also subcontract a private utility location service Contractor, at no additional cost to Owner.

1.17 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

- A. All installation, maintenance, and servicing of equipment or machinery shall comply with 29 CFR 1910.147 except for specifically referenced operations in 29 CFR 1926 such as concrete & masonry equipment [1926.702(j)], heavy machinery & equipment [1926.600(a)(3)(i)], and process safety management of highly hazardous chemicals (1926.64). Control of hazardous electrical energy during the installation, maintenance, or servicing of electrical equipment shall comply with Section 1.13 to include NFPA 70E and other requirements specified in the Contract Documents.

1.18 CONFINED SPACE ENTRY

- A. All confined space entry shall comply with 29 CFR 1926, Subpart AA except for specifically referenced operations in 29 CFR 1926 such as excavations/trenches [1926.651(g)].
- B. A site-specific Confined Space Entry Plan (including permitting process) shall be developed if confined space entry is required.

1.19 WELDING AND CUTTING

Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B.

1.20 LADDERS

- A. All Ladder use shall comply with 29 CFR 1926 Subpart X.
- B. All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position.
- C. Manufacturer safety labels shall be in place on ladders
- D. Step Ladders shall not be used in the closed position
- E. Top steps or cap of step ladders shall not be used as a step
- B. Portable ladders, used as temporary access, shall extend at least 3 ft above the upper landing surface.
 - 1. When a 3 ft extension is not possible, a grasping device (such as a grab rail) shall be provided to assist workers in mounting and dismounting the ladder.
 - 2. In no case shall the length of the ladder be such that ladder deflection under a load would, by itself, cause the ladder to slip from its support.
- G. Ladders shall be inspected for visible defects on a daily basis and after any occurrence that could affect their safe use. Broken or damaged ladders shall be immediately tagged "DO NOT USE", or with similar wording, and withdrawn from service until restored to a condition meeting their original design.

1.21 FLOOR & WALL OPENINGS

- A. All floor and wall openings shall comply with 29 CFR 1926 Subpart M.
- B. Floor and roof holes/openings are any that measure over 2 in (51 mm) in any direction of a walking/working surface which persons may trip or fall into or where objects may fall to the level below. Skylights located in floors or roofs are considered floor or roof hole/openings.
- C. All floor, roof openings or hole into which a person can accidentally walk or fall through shall be guarded either by a railing system with toeboards along all exposed sides or a load-bearing cover. When the cover is not in place, the opening or hole shall be protected by a removable guardrail system or shall be attended when the guarding system has been removed, or other fall protection system.

1. Covers shall be capable of supporting, without failure, at least twice the weight of the worker, equipment, and material combined.
2. Covers shall be secured when installed, clearly marked with the word "HOLE", "COVER" or "Danger, Roof Opening-Do Not Remove" or color-coded or equivalent methods (e.g., red or orange "X"). Workers must be made aware of the meaning for color coding and equivalent methods.
3. Roofing material, such as roofing membrane, insulation or felts, covering or partly covering openings or holes, shall be immediately cut out. No hole or opening shall be left unattended unless covered.
4. Non-load-bearing skylights shall be guarded by a load-bearing skylight screen, cover, or railing system along all exposed sides.

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SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, solid waste, radiant energy, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work. All Work shall conform with the Contract Documents/Specifications and Federal, State and Local rules and regulations.
- B. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
 - 1. Adversely effect human health or welfare,
 - 2. Unfavorably alter ecological balances of importance to human life,
 - 3. Effect other species of importance to humankind, or;
 - 4. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- C. Definitions of Pollutants:
 - 1. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
 - 2. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
 - 3. Sediment: Soil and other debris that has been eroded and transported by runoff water.
 - 4. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
 - 5. Surface Discharge: The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "water of the United States" and would require a permit to discharge water from the governing agency.
 - 6. Sanitary Wastes:

- a. Sewage: Domestic sanitary sewage and human and animal waste.
- b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.2 QUALITY CONTROL

- A. Establish and maintain quality control for the environmental protection of all items set forth herein.
- B. Record on daily reports/logs any problems in complying with laws, regulations, and ordinances. Note any corrective action taken.

1.3 SUBMITTALS

- A. In accordance with Section, 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, furnish the following:
 - 1. Environmental Protection Plan (WORK PLAN): Within ten (10) days after the contract is awarded and prior to the commencement of the work, the Contractor shall provide Work Plan describing procedures for protection of features to be preserved at the Site including trees, air and water quality and soil, historical, and archeological resources that comply with the applicable laws and regulations.
This plan may be incorporated within the Erosion Control Plan.
- B. Approval of the Contractor's Work Plan will not relieve the Contractor of responsibility for adequate and continued control of pollutants and other environmental protection measures.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the specifications and drawings.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees (greater than 5" in diameter), top soil, and land forms without permission from the Owner/ Owner's Representative. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
 - 1. Work Area Limits: Prior to any construction, mark, fence or otherwise protect areas within the general work area that are to be saved and protected. Protect storm drains/catch basins (and associated sewer lines). Protect approaches, and City sidewalks, curbing, roadways, utilities, poles, and signs. Protect adjacent public and private structures and improvements before demolition operations begin. Convey to all personnel the purpose of protecting all necessary objects.

2. Protection of Landscape: Protect trees greater than 5" in diameter
 - b. Immediately repair all damage to existing trees (greater than 5" in diameter) by trimming, cleaning, and painting with antiseptic tree paint.
 3. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Clear areas in reasonably sized increments only as needed to use. Form earthwork to final grade as specified. Immediately protect side slopes and back slopes upon completion of rough grading.
 4. Erosion and Sedimentation Control Devices: The erosion and sediment controls shall be such that water quality standards are not violated as a result of the Contractor's activities. Construct/Install and maintain temporary erosion and sediment control measures until permanent erosion control has been established.
 5. Manage and control spoil areas on the Site to prevent erosion of soil or sediment from entering storm/sanitary sewers or surface water.
 6. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off the Site and dispose of waste in compliance with Federal, State, and local requirements.
 7. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
 8. Handle discarded materials in compliance with Federal, State, and local requirements.
- C. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution.
1. Wastewater: Do not allow wastewater directly derived from Work activities to enter water areas. Collect and place wastewater in containers and properly dispose.
- D. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State of Michigan State Air Pollution Statute, Rule, or Regulation and Federal emission and performance laws and standards. Maintain ambient air quality standards set by the Environmental

Protection Agency, for those construction operations and activities specified.

1. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
2. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinklering/spraying of water is permitted to control particulates in the work area.
3. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
4. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.

F. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Resident Engineer. Maintain noise-produced work at or below the decibel levels and within the time periods specified.

1. Perform construction activities involving repetitive, high-level impact noise only between 7:00 a.m. and 6:00 p.m. unless otherwise permitted by local ordinance. Repetitive impact noise on the property shall not exceed the following dB limitations:

Time Duration of Impact Noise	Sound Level in dB
More than 12 minutes in any hour	70
Less than 30 seconds of any hour	85
Less than three minutes of any hour	80
Less than 12 minutes of any hour	75

2. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this contract, consisting of, but not limited to, the following:
 - a. Maintain maximum permissible construction equipment noise levels at 15 m (50 feet) (dBA):

EARTHMOVING
FRONT LOADERS

75

MATERIALS HANDLING
CONCRETE MIXERS

75

BACKHOES	75	CONCRETE PUMPS	75
DOZERS	75	CRANES	75
TRACTORS	75	DERRICKS IMPACT	75
SCAPERS	80	PILE DRIVERS	95
GRADERS	75	JACK HAMMERS	75
TRUCKS	75	ROCK DRILLS	80
PAVERS, STATIONARY	80	PNEUMATIC TOOLS	80
PUMPS	75	BLASTING	//--//
GENERATORS	75	SAWS	75
COMPRESSORS	75	VIBRATORS	75

- b. Use shields or other physical barriers to restrict noise transmission.
 - c. Provide soundproof housings or enclosures for noise-producing machinery.
 - d. Use efficient silencers on equipment air intakes.
 - e. Use efficient intake and exhaust mufflers on internal combustion engines that are maintained so equipment performs below noise levels specified.
 - f. Line hoppers and storage bins with sound deadening material.
 - g. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.
- G. Restoration of Damaged Property: If any direct or indirect damage is done to storm drains/ catch basin (including associated sewer lines) and/or public or private property, the Contractor shall restore the damaged property to a condition equal to that existing before the damage, at no additional cost to the Owner. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.
- H. Final Clean-up: On completion of project and after removal of all debris, rubbish, and temporary construction, Contractor shall leave the Site in a clean condition satisfactory to the Owner/Owner's Representative. Cleaning shall include off Site disposal of all items, debris and rubbish resulting from the Work.

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SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section, and the Environmental Construction Management Plan (ECMP), specifies the requirements for the management of non-hazardous demolition waste.

1.2 RELATED WORK

- A. Section 02 41 00, DEMOLITION
- B. Section 01 00 00, GENERAL REQUIREMENTS
- C. Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS
- D. Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES
- E. Section 31 20 00, EARTHWORK
- F. Section 01 35 26, SAFETY REQUIREMENTS
- G. Section 01 32 16, PROJECT SCHEDULE

1.3 QUALITY ASSURANCE

- A. Establish and maintain the management of non-hazardous building construction and demolition waste set forth herein. Conduct a site assessment to estimate the types of materials that will be generated by demolition and site restoration.
- B. Contractor shall provide all demolition, removal, and legal disposal of materials. Contractor shall ensure that facilities used for recycling, reuse and disposal shall be permitted for the intended use to the extent required by local, State and Federal regulations.
- C. Contractor shall provide on-site instructions and supervision of separation, handling, salvaging and recycling methods to be used by all parties during waste generating stages.
- D. Record on daily logs types of waste materials transported off-site, quantity of each waste material transported off-site. Name, Address and Telephone Number of receiving landfill, recycling facility, etc. Record truck numbers with corresponding shipper, bill of lading, manifests. Provide copies of all to Owner with project close-out/Final Invoice.

1.4 TERMINOLOGY

- A. Class III Landfill: A landfill that accepts non-hazardous Construction and demolition debris.
- B. Clean: Untreated and unpainted; uncontaminated with adhesives, oils, solvents, mastics and like products.

- C. Demolition Waste: Includes all non-hazardous resources resulting from construction, remodeling, alterations, repair and demolition operations.
- D. Dismantle: The process of parting out a building in such a way as to preserve the usefulness of its materials and components.
- E. Disposal: Acceptance of solid wastes at a legally operating facility for the purpose of land filling (includes Class III landfills and inert fills).
- F. Inert Backfill Site: A location, other than inert fill or other disposal facility, to which inert materials are taken for the purpose of filling an excavation, shoring or other soil engineering operation.
- G. Inert Fill: A facility that can legally accept inert waste, such as asphalt and concrete exclusively for the purpose of disposal.
- H. Inert Solids/Inert Waste: Non-liquid solid resources including concrete with no paints, sealers, tars, caulks, or other residual materials on it, and that does not exhibit staining, or that has not been in contact with contaminated soil and/or building materials.
- I. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- J. Mixed Debris Recycling Facility: A solid resource processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing non-recyclable materials.
- K. Permitted Waste Hauler: A company that holds a valid permit to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal.
- L. Recycling: The process of sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- M. Recycling Facility: An operation that can legally accept materials for the purpose of processing the materials into an altered form for the manufacture of new products. Depending on the types of materials accepted and operating procedures, a recycling facility may or may not be required to have a solid waste facilities permit or be regulated by the local enforcement agency.
- N. Salvage: To remove waste materials from the site for resale or re-use by a third party.

- Q. Source-Separated Materials: Materials that are sorted by type at the site for the purpose of reuse and recycling.
- R. Solid Waste: Materials that have been designated as non-recyclable and are discarded for the purposes of disposal.
- S. Transfer Station: A facility that can legally accept solid waste for the purpose of temporarily storing the materials for re-loading onto other trucks and transporting them to a landfill for disposal, or recovering some materials for re-use or recycling.

1.5 SUBMITTALS

- A. In accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, and SAMPLES, furnish the following:
 - 1. Prepare and submit Work Plan. The Work Plan shall include section that provides the following information:
 - a. Procedures to be used for debris management.
 - b. Analysis of the estimated job site waste to be generated:
 - c. List of each material and estimated quantity to be salvaged, reused, recycled.
 - d. List of each material and estimated quantity proposed to be taken to a landfill.
 - e. Detailed description of the Means/Methods to be used for material handling.
 - On site: Material separation and storage
 - Off site: Transportation means and destination. Include list of materials.
 - Description of materials to be site-separated and self-hauled to designated facilities.
 - Description materials to be collected by designated waste haulers and removed from the site.
 - f. The names and locations of recycling facilities to be used.
 - g. The names and locations of trash disposal landfill facilities or sites to be used.
 - h. Documentation that the facilities or sites are approved to receive the materials.
- B. Close-Out Documentation/Payment Request Application
 - 1. Prepare and submit summary of demolition debris recycling and disposal, quantifying all materials generated at the work site and disposed or recycled, including bill of lading for disposal and

recycling. Provide copies of all to Owner with project close-out/Final Invoice

2. Record on daily logs types of waste materials transported off-site, quantity of each waste material transported off-site. Name, Address and Telephone Number of receiving landfill, recycling facility, etc. Record truck numbers with corresponding shipper, bill of lading, manifests. Provide copies of all to Owner with project close-out/Final Invoice.

1.6 RECORDS

- A. Maintain records to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration.
- B. Maintain records on types of waste materials transported off-site, quantity of each waste material transported off-site, and truck numbers with corresponding shipper, bill of lading, manifests. Provide copies of all to Owner with project close-out/Final Invoice

PART 2 - PRODUCTS

2.1 MATERIALS

- A. List each material and quantity to be salvaged, recycled, reused in Work Plan.
- B. List each material and quantity proposed to be taken to a landfill in Work Plan.
- C. Material tracking data including truck number, bill of lading/shippers, receiving parties, dates removed, weight tickets, and tipping fees, manifests, invoices, net total costs or savings. Provide copies of all to Owner with project close-out/final invoice.

PART 3 - EXECUTION

3.1 COLLECTION

- A. Provide all necessary containers, bins and storage areas to facilitate effective waste management.
- B. Clearly identify containers, bins and storage areas so that recyclable materials are separated from trash and can be transported to respective recycling facility for processing.
- C. Hazardous wastes shall be separated, stored, disposed of according to Contract documents and local, State and Federal regulations.

3.2 DISPOSAL

- A. Contractor shall be responsible for transporting and disposing of all materials, that cannot be recycled in accordance with state and federal regulations.

3.3 REPORT

- A. With application for final payment, submit a demolition debris summary table, that provides dates, quantities/weights, shipper/bill of lading numbers, for all debris disposed of at landfill and for and for all debris that was recycled. Additionally, provide copies of all shippers, bill of lading and weight tickets.

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DIVISION 2
EXISTING
CONDITIONS

**SECTION 02 41 00
DEMOLITION**

PART 1 - GENERAL

1.1 DESCRIPTION:

This section specifies demolition and removal of buildings, site improvements, abandoned utilities, other structures, and debris.

1.2 RELATED WORK:

- A. Earthwork: Section 31 20 00;
- B. Safety Requirements: Section 01 35 26;
- C. General Requirements: Section 01 00 00;
- D. Asbestos Abatement Hazardous/Regulated Material Removal for Total Demolition: Section 02 82 13.41;
- F. Temporary Environmental Controls: Section 01 57 19;
- G. Construction Waste Management: Section 01 74 19;
- H. Project Schedule: Section 01 32 16;
- I. Shop Drawings, Product Data, and Samples: Section 01 33 23;
- J. General Requirements: 01 00 00; and
- K. Regulated/Special Waste Removal: 02 84 00.

1.3 PROTECTION:

- A. Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities, and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.
- B. Provide safeguards, including warning signs, barricades, temporary fences, and other similar items that are required for protection of all personnel during demolition and removal operations. Comply with requirements of Section 01 00 00, GENERAL REQUIREMENTS, Article PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS.
- C. Maintain fences, barricades, and other similar items around exposed excavations until such excavations have been completely filled.
- D. Prevent visible emissions of flying particles and dust by use of water. Sprinkle rubbish and debris with water to prevent visible emissions.
- F. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 - 1. No wall or part of wall shall be permitted to fall outwardly from structures.

2. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.
4. Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 15 feet of fire hydrants.
- G. Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place on the Site, and adjacent to Site (includes City sidewalks, curbs and roads). Any damaged items shall be repaired or replaced. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required.
- H. The work shall comply with the requirements of Section 01 57 19, TEMPORARY ENVIRONMENTAL CONTROLS.
- I. The work shall comply with the requirements of Section 01 00 00, GENERAL REQUIREMENTS.

1.4 UTILITY SERVICES:

- A. Cut and Cap, demolish and remove abandoned/disconnected utility service lines.
- B. Protect catch basins/storm drains and associated sewer lines, and active publicly owned water mains and sewer lines.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DEMOLITION:

- A. Completely demolish and remove buildings and structures, including all appurtenances related or connected thereto.
- B. Completely demolish all Site roadways, parking lots, sidewalks, and all other site improvements.
- C. Debris, including existing debris/rubbish piles, brick, concrete, stone, metals and similar materials shall become property of Contractor and shall be properly disposed of daily, off the Site to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas that will not impeded pedestrian or vehicular travel. Contractor shall dispose debris in compliance with applicable federal, state or local permits, rules and/or regulations.

- D. Remove and legally dispose of all materials, other than earth to remain as part of project work. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations and be hauled to Owner approved disposal site.
- E. Remove existing utilities or uncovered by work and terminate in a manner conforming to the local code and nationally recognized code covering the specific utility.
- F. Protect storm drains/catch basins and associated sewer lines to allow for site drainage.
- G. Protect active publicly owned water mains and sewer lines.
- H. Protect all structures and improvements on adjacent private and public properties.
- I. Protect right of way approaches and City sidewalks, roads, curbs, poles, utilities and signs.
- J. Install bracing/shoring as necessary to protect adjacent public and private improvements/features.

3.2 CLEAN-UP:

On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Owner/Owner's Representative. Clean-up shall include disposal of all items and materials not required to remain, as well as all debris and rubbish resulting from demolition operations.

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SECTION 02 82 13.41
ASBESTOS ABATEMENT AND HAZARDOUS/REGULATED MATERIAL REMOVAL FOR TOTAL
DEMOLITION PROJECTS

SECTION 02 82 13.41
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PART 1 - GENERAL

1.1 SUMMARY OF THE WORK

1.1.1 CONTRACT DOCUMENTS AND RELATED REQUIREMENTS

General provisions of the contract, including general and supplementary conditions, Asbestos Abatement, Demolition, Accident Prevention, Regulated/Special Waste Removal, other Division 01, GENERAL REQUIREMENTS, shall apply to the work of this section. Prevailing wage requirements pursuant to the Davis-Bacon Act shall apply to this work. The contract documents show the work to be done under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, coordination with other work and the phasing of the work. In the event the Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Owner/Owner's Representative for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply.

Any actions taken by the Contractor without obtaining guidance from the Owner or Owner's Representative shall become the sole risk and responsibility of the Contractor.

EPA requires in their NESHAP Standard at 40 CFR Part 61 - Subpart M that all RACM be removed from a facility undergoing renovation/demolition. EPA considers friable asbestos; Category I and Category II material that is or will become friable to be RACM. All RACM must be abated prior to demolition, in accordance with State and Federal Rules and Regulations. Category I non-friable materials in good condition which are still flexible/bendable can typically stay with the building if a demolition is done. However, OWNER's policy requires Contractor to abate resilient floor coverings, prior to the demolition. Additionally, If the Building demolition materials are going to be recycled, the Category I materials must be removed from the building prior to demolition activities. If these materials are rendered friable during the demolition, they must be removed prior to the demolition work affecting them.

Category II materials are not resilient. Transite is a typical Category II material. Any Category materials that is, or will become friable during demolition, must be removed prior to demolition activities. Therefore, all Category II material must be removed prior to demolition.

A. Contractor Responsibility

1. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the asbestos abatement project. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE) including respiratory protection including respirator fit testing, as required by applicable Federal, State and Local regulations. The Contractor shall hold the OWNER, OWNER's Representative(s) harmless for any Contractor's failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of himself, his employees, or his

subcontractors. The Contractor will incur all sampling/analytical costs to assure compliance with OSHA/EPA/State requirements.

B. Special Work Conditions

1. Asbestos/Demolition

It is the policy and practice of the OWNER 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 (ordered/emergency demolition). Conditions inhibiting the abatement of ACM identified in the Pre-Demolition Hazardous Materials Survey must be thoroughly documented, justified, and approved by the OWNER/OWNER's Representative prior to demolition.

2. Only State of Michigan licensed Asbestos Abatement Contractors can perform ordered/emergency demolitions. All demolition debris (including concrete) associated with ordered/emergency demolitions must be adequately wet, placed in lined trucks or roll-off boxes and properly disposed of as friable asbestos. Additionally, all MIOSHA, Class I asbestos abatement requirements apply. Demolition of structures with ACM Roofing Materials in place under the NESHAP regulations (40 CFR Part 61 Subpart M). Roofing materials not tested during asbestos/material survey should be assumed to be Category I asbestos-containing roofing materials. Since demolition activities do not include sanding, grinding, cutting, or abrading, Category I asbestos-containing roofing materials not in poor condition and not friable are not considered RACM, and are allowed to remain in place during demolition; if the asbestos-containing roofing material is not in poor condition and is not friable, it may be disposed of in a landfill which accepts ordinary demolition debris. The asbestos-containing roofing material may not be ground up for recycling into other products. Additionally, MIOSHA requirements for workers health and safety are still applicable.
3. Drywall and Joint Compound composite sample result less than 1% asbestos, are not regulated by NESHAP, however it is regulated by MIOSHA as Class II work. Contractors that perform Work shall be a licensed abatement contractor and shall comply with all requirements of Class II work.
4. The "household hazardous waste exemption" is not applicable for commercial properties. Contractor must collect and properly containerize, characterize, profile, manifest, transport and dispose of all Universal/Hazardous Wastes/Liquid Industrial and Other Regulated Materials. Due to the large volume of hazardous/liquid, industrial wastes present at the site, and the types and condition of containers the waste is currently stored in (not RCRA/DOT approved), the Contractor is strongly encouraged to subcontract a professional waste management contractor to ensure that all waste materials are properly containerized, characterized, profiled, labeled, manifested, transported and disposed. If wastes are temporarily stored on site while awaiting transportation/disposal, wastes must be properly containerized and marshalled in secure area. Liquid wastes must be properly containerized and stored on impervious surface in or on a secondary containment device/area.

5. Building A, was previously demolished down to the slab, based on review of historical documents, it appears that basements, pits and/or vaults may be present beneath the slab. Contractor shall exercise care when removing slab until the presence or absences of basements, pits and/or vaults are present. If basements, pits or vaults are identified, Contractor shall cease demolition activities at Building A, until it/they are visually assessed for suspect asbestos containing materials and/or other regulated materials by the Owner's Representative.

1.1.2 EXTENT OF WORK

- A. The Work is asbestos abatement and other hazardous/regulated materials removal prior to the total demolition of the facility as indicated by the scope of work. RACM discovered during total demolition is also within the scope of this specification. The estimate quantities of ACM are provided for informational purposes only and are based on the best information available at the time of the specification preparation. The Abatement Contractor shall satisfy themselves as to the extent of the work. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents.
- B. Below is a summary of the types and estimated quantities of asbestos containing materials to be abated. These quantities are for informational purposes only and are based on the best information available at the time of the specification preparation. The Contractor shall satisfy himself as the actual quantities to be abated. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents. Additional information concerning the identified ACM at the Site is available in the Asbestos & Regulated Material Survey, dated March 22, 2018, prepared by ATC.

Sample ID/Material	Location of Materials	Estimated Quantity	Asbestos Content
1-RM-A,B,C/ Roofing Material	Building 1-Rear Building	1000 SF	25% Chrysotile
2-WG-A,B,C/ Window Glaze	Windows on north and east walls of building 1	420 LF	2% Chrysotile
5-IC-A,B,C/ Grey Interior Caulk	West wall of building 1, interior over joints	100 LF	5% Chrysotile
7-DC-A,B,C/ Door Caulk; Beige; Painted Over	Man door on east wall of building 1	20 LF	10% Chrysotile
12-PL- A,B,C,D,E/ Plaster	Throughout the left suite of building 2	2,500 SF	1.25% Chrysotile (PC)
13-WBS-A,B,C/ Wallboard System	Throughout the left suite of building 2	2,500 SF	3.75% Chrysotile - Joint Compound (PC) ND - Wallboard/Drywall 1.00% Chrysotile - Composite (PC)
15-FT-A,B,C/ Floor Tile; Beige; 9"x9"	Front office in the right suite	2,500 SF	5% Chrysotile

Sample ID/Material	Location of Materials	Estimated Quantity	Asbestos Content
16-FT-A,B,C/ Floor Tile; Reddish Brown; 9"x9"	Front office in the right suite	150 SF	5% Chrysotile
20-EC-A,B,C/ Exterior Caulk	Right suite north wall on the gray roll up door	40 LF	5% Chrysotile
24-EC-A,B,C/ Exterior Caulk; White Painted Red	Southeast exterior man door	20 LF	5% Chrysotile
Fire Doors (5)	On building 2	5	Assumed
Fire door frames (10)	On building 2	10	Assumed
Oven kiln, Brown manufacturing	Right suite, northwest office	1	Assumed
Surge protectors	On the west wall interiors in both suite	3	Assumed

C. VARIATION IN QUANTITIES

- The quantities and locations of ACM and Other Regulated Materials (ORMs) provided in the Asbestos & Regulated Material Survey, dated March 22, 2018, prepared by ATC, and the extent of work included in this section are estimates which are limited by the physical constraints imposed by condition of the buildings and accessibility to ACM and ORM's. Accordingly, variations in quantities of ACM and ORM's within the Site are considered as having no impact on contract price and time requirements of this contract. Where additional work is required for newly discovered, previously unidentified ACM's or ORM's the Unit Prices shall be used and/or price shall be negotiated for additional work required under the Contract.

D. Removal of Universal/Hazardous Wastes and Other Regulated Materials

- All Universal/Hazardous Wastes and Other Regulated Materials Universal Wastes including, but not limited to: those summarized below; and identified in the Asbestos & Regulated Material Survey, dated March 22, 2018, must be removed, containerized, characterized, transported, and disposed in accordance with State and Federal rules and regulations.

Summary of Regulated Materials

Item/material	Estimated Quantity
Chemical Products (inks, solvents, cleaners, paints, herbicides, etc.,)	150 + , Containers
Fluorescent and HID Light Fixtures (bulbs and ballasts)	20 fixtures
Equipment (Printing Presses)	10
Batteries (hand truck, emergency lighting, etc.)	6
Electronic wastes (analyzers, CRT's, etc.)	3
Fire Extinguishers	1
Hoists and Ancillary Equipment	3

2. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of waste handling, containerization, characterization, transportation and disposal. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE) including respiratory protection including respirator fit testing, as required by applicable Federal, State and Local regulations. The Contractor shall hold the Owner and Owner's Representative(s) harmless for any Contractor's failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of himself, his employees, or his subcontractors. The Contractor will incur all costs of the, including all sampling/analytical costs to assure compliance with OSHA/EPA/State requirements.
3. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the Owner without prior written authorization. Deviations from the hazardous materials survey shall be submitted to the Owner/Owner's Representative.
- E. Removal, clean-up and disposal of regulated asbestos containing materials (RACM) and asbestos contaminated elements shall be conducted in approved regulated areas in all areas prior to the beginning of demolition. Any newly identified RACM discovered during demolition activity shall be cause for stopping the work. Delays caused by newly identified RACM, will be at no cost to Owner.
No abatement work shall begin in any area unless the Contractor/Competent Person agreed that all asbestos work requirements as stipulated in the specification have been met. Attachment #4 must be filled out for each abatement area.

1.1.3 RELATED WORK

- A. Demolition: Section 02 41 00;
- B. Safety Requirements: Section 01 35 26;
- C. General Requirements: Section 01 00 00;
- D. Temporary Environmental Controls: Section 01 57 19;
- E. Construction Waste Management: Section 01 74 19;
- F. Project Schedule: Section 01 32 16;
- G. Shop Drawings, Product Data, and Samples: Section 01 33 23;
- H. General Requirements: 01 00 00; and
- I. Regulated/Special Waste Removal: 02 84 00.

1.1.4 TASKS

The work tasks are summarized briefly as follows:

- A. Asbestos abatement of RACM as required by EPA NESHP prior to demolition.
- B. Asbestos abatement and clean-up of the asbestos containing debris.
- C. Pre-abatement activities including pre-abatement meeting(s), inspection(s), notifications, permits, submittal approvals, work-site

preparation/isolation, accident prevention, emergency procedures arrangements, and standard operating procedures for asbestos abatement work.

- D. Ordered/emergency demolitions of structures. All demolition debris (including concrete) associated with ordered/emergency demolitions must be adequately wet, placed in lined trucks or roll-off boxes and properly disposed of as friable asbestos. Additionally, all MIOSHA, Class I asbestos abatement requirements apply.
- E. All Hazardous, Non-Hazardous, Liquid Industrial, and Universal wastes shall be collected, segregated by like material, containerized, characterized, profiled, manifested, transported and disposed in strict accordance with Contract Documents, and State and Federal rules and regulations.

1.1.5 CONTRACTOR USE OF PREMISES

- A. The Contractor and Contractor's personnel shall cooperate fully with the Owner and/or Owner's Representative to facilitate efficient use of buildings and areas within buildings. The Contractor shall perform the work in accordance with the OWNER specifications, drawings, phasing plan and in compliance with any/all applicable Federal, State and Local regulations and requirements.
- B. The Contractor shall use the existing facilities in the building strictly within the limits indicated in contract documents as well as the approved Construction Procedure.

1.2 STOP ABATEMENT ORDER

- A. If the Owner; their Representative; presents a verbal **Stop Asbestos Removal Order**, the Contractor shall immediately stop all asbestos removal and maintain HEPA filtered negative pressure air flow in the containment and adequately wet any exposed ACM. If a verbal Stop Asbestos Removal Order is issued, the Owner shall follow-up with a written order to the Contractor as soon as practicable. The Contractor shall not resume any asbestos removal activity until authorized to do so in writing by the Owner. A stop asbestos removal order may be issued at any time the Owner/Owner Representative determines abatement conditions/activities are not within OWNER specification, regulatory requirements or that an imminent hazard exists to human health or the environment. Work stoppage will continue until conditions have been corrected to the satisfaction of the Owner/Owner's Representative. Standby time and costs for corrective actions will be borne by the Contractor. The occurrence of any of the following events shall be reported immediately by the Owner or Owner's Representative using the most expeditious means (e.g., verbal or telephonic), followed up with written notification, as soon as it is practical. The Contractor shall immediately stop asbestos removal/disturbance activities and initiate fiber reduction activities:
 - Airborne PCM analysis results equal to or greater than 0.01 f/cc outside a regulated area or >0.05 f/cc inside a regulated area;
 - Breach or break in regulated area containment barrier(s);
 - Less than -0.02" WCG pressure in the regulated area if Class I Work;
 - Serious injury/death at the site;
 - Fire/safety emergency at the site;
 - Respiratory protection system failure;
 - Power failure or loss of wetting agent; or
 - Any visible emissions observed outside the regulated area.

1.3 DEFINITIONS

1.3.1 GENERAL

Definitions and explanations here are neither complete nor exclusive of all terms used in the contract documents, but are general for the Work to the extent they are not stated more explicitly in another element of the contract documents. Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated therein.

1.3.2 GLOSSARY:

Abatement - Procedures to control fiber release from asbestos-containing materials. Includes removal, encapsulation, enclosure, demolition and renovation activities related to asbestos containing materials (ACM).

Aerosol - Solid or liquid particulate suspended in air.

Adequately wet - Sufficiently mixed or penetrated with liquid to prevent the release of particulates. If visible emissions are observed coming from the ACM, then that material has not been adequately wetted.

Aggressive method - Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM.

Aggressive sampling - EPA AHERA defined clearance sampling method using air moving equipment such as fans and leaf blowers to aggressively disturb and maintain in the air residual fibers after abatement.

AHERA - Asbestos Hazard Emergency Response Act. Asbestos regulations for schools issued in 1987.

Air monitoring - The process of measuring the fiber content of a known volume of air collected over a specified period of time. The NIOSH 7400 Method, Issue 2 is used to determine the fiber levels in air. For personal samples and clearance air testing using Phase Contrast Microscopy (PCM) analysis. NIOSH Method 7402 can be used when it is necessary to confirm fibers counted by PCM as being asbestos. The AHERA TEM analysis may be used for background, area samples and clearance samples when required by this specification, or at the discretion of the VPIH/CIH as appropriate.

Air sample filter - The filter used to collect fibers which are then counted. The filter is made of mixed cellulose ester membrane for PCM (Phase Contrast Microscopy) and polycarbonate for TEM (Transmission Electron Microscopy)

Amended water - Water to which a surfactant (wetting agent) has been added to increase the penetrating ability of the liquid.

Asbestos - Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated or altered. Asbestos also includes PACM, as defined below.

Asbestos Hazard Abatement Plan (AHAP) - Asbestos work procedures required to be submitted by the contractor before work begins.

Asbestos-containing material (ACM) - Any material containing more than one percent of asbestos.

Asbestos contaminated elements (ACE) - Building elements such as ceilings, walls, lights, or ductwork that are contaminated with asbestos.

Asbestos-contaminated soil (ACS) - Soil found in the work area or in adjacent areas such as crawlspaces or pipe tunnels which is contaminated with asbestos-containing material debris and cannot be easily separated from the material.

Asbestos-containing waste (ACW) material - Asbestos-containing material or asbestos contaminated objects requiring disposal.

Asbestos Project Monitor - Some states require that any person conducting asbestos abatement clearance inspections and clearance air sampling be licensed as an asbestos project monitor.

Asbestos waste decontamination facility - A system consisting of drum/bag washing facilities and a temporary storage area for cleaned containers of asbestos waste. Used as the exit for waste and equipment leaving the regulated area. In an emergency, it may be used to evacuate personnel.

Authorized person - Any person authorized by the Owner, the Contractor, or government agency and required by work duties to be present in regulated areas.

Authorized visitor - Any person approved by the Owner; the contractor; or any government agency representative having jurisdiction over the regulated area (e.g., OSHA, Federal and State EPA).

Barrier - Any surface that isolates the regulated area and inhibits fiber migration from the regulated area.

Containment Barrier - An airtight barrier consisting of walls, floors, and/or ceilings of sealed plastic sheeting which surrounds and seals the outer perimeter of the regulated area.

Critical Barrier - The barrier responsible for isolating the regulated area from adjacent spaces, typically constructed of plastic sheeting secured in place at openings such as doors, windows, or any other opening into the regulated area.

Primary Barrier - Plastic barriers placed over critical barriers and exposed directly to abatement work.

Secondary Barrier - Any additional plastic barriers used to isolate and provide protection from debris during abatement work.

Breathing zone - The hemisphere forward of the shoulders with a radius of about 150 - 225 mm (6 - 9 inches) from the worker's nose.

Bridging encapsulant - An encapsulant that forms a layer on the surface of the ACM.

Building/facility owner - The legal entity, including a lessee, which exercises control over management and recordkeeping functions relating to a building and/or facility in which asbestos activities take place.

Bulk testing - The collection and analysis of suspect asbestos containing materials.

Certified Industrial Hygienist (CIH) - A person certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.

Class I asbestos work - Activities involving the removal of Thermal System Insulation (TSI) and surfacing ACM and Presumed Asbestos Containing Material (PACM).

Class II asbestos work - Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.

Clean room/Changing room - An uncontaminated room having facilities for the storage of employee's street clothing and uncontaminated materials and equipment.

Clearance sample - The final air sample taken after all asbestos work has been done and visually inspected.

Closely resemble - The major workplace conditions which have contributed to the levels of historic asbestos exposure, are no more protective than conditions of the current workplace.

Competent person - In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f); in addition, for Class I and II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

Count - Refers to the fiber count or the average number of fibers greater than five microns in length with a length-to-width (aspect) ratio of at least 3 to 1, per cubic centimeter of air.

Crawl space - An area which can be found either in or adjacent to the work area. This area has limited access and egress and may contain asbestos materials and/or asbestos contaminated soil.

Decontamination area/unit - An enclosed area adjacent to and connected to the regulated area and consisting of an equipment room, shower room, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

Demolition - The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.

Total - means a building or substantial part of the building is completely removed, torn or knocked down, bulldozed, flattened, or razed, including removal of building debris.

Disposal bag - Typically 6 mil thick sift-proof, dustproof, leak-tight container used to package and transport asbestos waste from regulated areas to the approved landfill. Each bag/container must be labeled/marked in accordance with EPA, OSHA and DOT requirements.

Disturbance - Activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM. Disturbance includes cutting away small amounts of ACM or PACM, no greater than the amount that can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or disposal bag which shall not exceed 60 inches in length or width.

Drum - A rigid, impermeable container made of cardboard fiber, plastic, or metal which can be sealed in order to be sift-proof, dustproof, and leak-tight.

Employee exposure - The exposure to airborne asbestos that would occur if the employee were not wearing respiratory protection equipment.

Encapsulant - A material that surrounds or embeds asbestos fibers in an adhesive matrix and prevents the release of fibers.

Encapsulation - Treating ACM with an encapsulant.

Enclosure - The construction of an air tight, impermeable, permanent barrier around ACM to control the release of asbestos fibers from the material and also eliminate access to the material.

Equipment room - A contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

Fiber - A particulate form of asbestos, 5 microns or longer, with a length to width (aspect) ratio of at least 3 to 1.

Fibers per cubic centimeter (f/cc) - Abbreviation for fibers per cubic centimeter, used to describe the level of asbestos fibers in air.

Filter - Media used in respirators, vacuums, or other machines to remove particulate from air.

Firestopping - Material used to close the open parts of a structure in order to prevent a fire from spreading.

Friable asbestos containing material - Any material containing more than one (1) percent or asbestos as determined using the method specified in appendix A, Subpart F, 40 CFR 763, section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Glovebag - Not more than a 60 x 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which materials and tools may be handled.

High efficiency particulate air (HEPA) filter - An ASHRAE MERV 17 filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.

HEPA vacuum - Vacuum collection equipment equipped with a HEPA filter system capable of collecting and retaining asbestos fibers.

Homogeneous area - An area of surfacing, thermal system insulation or miscellaneous ACM that is uniform in color, texture and date of application.

HVAC - Heating, Ventilation and Air Conditioning

Industrial hygienist (IH) - A professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards. Meets definition requirements of the American Industrial Hygiene Association (AIHA).

Industrial hygienist technician (IH Technician) - A person working under the direction of an IH or CIH who has special training, experience, certifications and licenses required for the industrial hygiene work assigned. Some states require that an industrial hygienist technician conducting asbestos abatement clearance inspection and clearance air sampling be licensed as an asbestos project monitor.

Intact - The ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.

Lockdown - Applying encapsulant, after a final visual inspection, on all abated surfaces at the conclusion of ACM removal prior to removal of critical barriers.

National Emission Standards for Hazardous Air Pollutants (NESHAP) - EPA's rule to control emissions of asbestos to the environment (40 CFR Part 61, Subpart M).

Negative initial exposure assessment - A demonstration by the employer which complies with the criteria in 29 CFR 1926.1101 (f)(2)(iii), that employee exposure during an operation is expected to be consistently below the PEL.

Negative pressure - Air pressure which is lower than the surrounding area, created by exhausting air from a sealed regulated area through HEPA equipped filtration units. OSHA requires maintaining -0.02" water column gauge inside the negative pressure enclosure.

Negative pressure respirator - A respirator in which the air pressure inside the facepiece is negative during inhalation relative to the air pressure outside the respirator facepiece.

Non-friable ACM - Material that contains more than 1 percent asbestos but cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Organic vapor cartridge - The type of cartridge used on air purifying respirators to remove organic vapor hazardous air contaminants.

Outside air - The air outside buildings and structures, including, but not limited to, the air under a bridge or in an open ferry dock.

Owner/operator - Any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Penetrating encapsulant - Encapsulant that is absorbed into the ACM matrix without leaving a surface layer.

Personal sampling/monitoring - Representative air samples obtained in the breathing zone for one or workers within the regulated area using a filter cassette and a calibrated air sampling pump to determine asbestos exposure.

Personal protective equipment (PPE) - equipment designed to protect user from injury and/or specific job hazard. Such equipment may include protective clothing, hard hats, safety glasses, and respirators.

Permissible exposure limit (PEL) - The level of exposure OSHA allows for an 8 hour time weighted average. For asbestos fibers, the eight (8) hour time weighted average PEL is 0.1 fibers per cubic centimeter (0.1 f/cc) of air and the 30-minute Excursion Limit is 1.0 fibers per cubic centimeter (1 f/cc).

Pipe tunnel - An area, typically located adjacent to mechanical spaces or boiler rooms in which the pipes servicing the heating system in the building are routed to allow the pipes to access heating elements. These areas may contain asbestos pipe insulation, asbestos fittings, or asbestos-contaminated soil.

Polarized light microscopy (PLM) - Light microscopy using dispersion staining techniques and refractive indices to identify and quantify the type(s) of asbestos present in a bulk sample.

Polyethylene sheeting - Strong plastic barrier material 4 to 6 mils thick, semi-transparent, flame retardant per NFPA 241.

Positive/negative fit check - A method of verifying the seal of a facepiece respirator by temporarily occluding the filters and breathing in (inhaling) and then temporarily occluding the exhalation valve and breathing out (exhaling) while checking for inward or outward leakage of the respirator respectively.

Presumed ACM (PACM) - Thermal system insulation, surfacing, and flooring material installed in buildings prior to 1981. If the building owner has actual knowledge, or should have known through the exercise of due diligence that other materials are ACM, they too must be treated as PACM. The designation of PACM may be rebutted pursuant to 29 CFR 1926.1101 (b).

Professional IH - An IH who meets the definition requirements of AIHA; meets the definition requirements of OSHA as a "Competent Person" at 29 CFR 1926.1101 (b); has completed two specialized EPA approved courses on management and supervision of asbestos abatement projects; has formal training in respiratory protection and waste disposal; and has a minimum of four projects of similar complexity with this project of which at least three projects serving as the supervisory IH.

Project designer - A person who has successfully completed the training requirements for an asbestos abatement project designer as required by 40 CFR 763 Appendix C, Part I; (B) (5).

Assigned Protection factor - A value assigned by OSHA/NIOSH to indicate the expected protection provided by each respirator class, when the respirator is properly selected and worn correctly. The number indicates the reduction of exposure level from outside to inside the respirator facepiece.

Qualitative fit test (QLFT) - A fit test using a challenge material that can be sensed by the wearer if leakage in the respirator occurs.

Quantitative fit test (QNFT) - A fit test using a challenge material which is quantified outside and inside the respirator thus allowing the determination of the actual fit factor.

Regulated area - An area established by the employer to demarcate where Class I, II, III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work may accumulate; and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed the PEL.

Regulated ACM (RACM) - Friable ACM; Category I non-friable ACM that has become friable; Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or; Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of the demolition or renovation operation.

Removal - All operations where ACM, PACM and/or RACM is taken out or stripped from structures or substrates, including demolition operations.

Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of asbestos from a facility component which does not involve demolition activity.

Repair - Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

Shower room - The portion of the PDF where personnel shower before leaving the regulated area.

Supplied air respirator (SAR) - A respiratory protection system that supplies minimum Grade D respirable air per ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989.

Surfacing ACM - A material containing more than 1 percent asbestos that is sprayed, troweled on or otherwise applied to surfaces for acoustical, fireproofing and other purposes.

Surfactant - A chemical added to water to decrease water's surface tension thus making it more penetrating into ACM.

Thermal system ACM - A material containing more than 1 percent asbestos applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

Transmission electron microscopy (TEM) - A microscopy method that can identify and count asbestos fibers.

Visible emissions - Any emissions, which are visually detectable without the aid of instruments, coming from ACM/PACM/RACM/ACS or ACM waste material.

Waste/Equipment decontamination facility (W/EDF) - The area in which equipment is decontaminated before removal from the regulated area.

Waste generator - Any owner or operator whose act or process produces asbestos-containing waste material.

Waste shipment record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Wet cleaning - The process of thoroughly eliminating, by wet methods, any asbestos contamination from surfaces or objects.

1.3.3 REFERENCED STANDARDS ORGANIZATIONS:

The following acronyms or abbreviations as referenced in contract/specification documents are defined to mean the associated names. Names and addresses may be subject to change.

- A. CFR Code of Federal Regulations

Government Printing Office
Washington, DC 20420

- C. EPA Environmental Protection Agency
401 M St., SW
Washington, DC 20460
202-382-3949
- D. MIL-STD Military Standards/Standardization Division
Office of the Assistant Secretary of Defense
Washington, DC 20420
- E. NEC National Electrical Code (by NFPA)
- F. NEMA National Electrical Manufacturer's Association
2101 L Street, N.W.
Washington, DC 20037
- G. NFPA National Fire Protection Association
1 Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
800-344-3555
- H. OSHA Occupational Safety and Health Administration
U.S. Department of Labor
Government Printing Office
Washington, DC 20402
- I. DOT Department of Transportation
Washington, DC 20590

1.4 APPLICABLE CODES AND REGULATIONS

1.4.1 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS:

- A. All work under this contract shall be done in strict accordance with all applicable Federal, State, and local regulations, standards, and codes governing asbestos abatement, and any other trade work done in conjunction with the abatement. All applicable codes, regulations, and standards are adopted into this specification and will have the same force and effect as this specification.
- B. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.
- C. Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5 shall be available at the worksite.

1.4.2 ABATEMENT CONTRACTOR RESPONSIBILITY:

The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the asbestos abatement project. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE) including respiratory protection including respirator fit

testing, as required by applicable Federal, State and Local regulations. The Contractor shall hold the Owner and Owner's Representative harmless for any Contractor's failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of himself, his employees, or his subcontractors. The Contractor will incur all costs, including all sampling/analytical costs to assure compliance with OSHA/EPA/State requirements related to failure to comply with the regulations applicable to the work.

1.4.3 FEDERAL REQUIREMENTS:

Federal requirements which govern various aspects of asbestos abatement include, but are not limited to, the following regulations:

- A. Occupational Safety and Health Administration (OSHA)
 - 1. Title 29 CFR 1926 - Construction Standard Requirements - Demolition Work
 - 2. Title 29 CFR 1910.38(a);(b) - Emergency Action Plan
 - 3. Title 29 CFR 1910.132 - Personal Protective Equipment
 - 4. Title 29 CFR 1910.20 - Access to Employee Exposure and Medical Records
 - 5. Title 29 CFR 1910.1200 - Hazard Communication
 - 6. Title 29 CFR 1910.151 - Medical and First Aid
 - 7. Title 29 CFR 1910.120 - HAZWOPER
- B. Environmental Protection Agency (EPA)
 - 1. Title 40 CFR 61 Subpart A and M (Revised Subpart B) - National Emission Standard for Hazardous Air Pollutants - Asbestos.
 - 2. Title 40 CFR 763 - Asbestos Hazard Emergency Response Act (AHERA) and Asbestos School Hazard Abatement Reauthorization Act (ASHARA).
 - 3. Title 40 CFR 273 Universal Wastes
 - 4. Title 40 CFR 761 PCB Regulations
 - 5. Title 40 CFR 279 Used Oil

1.4.4 STATE REQUIREMENTS:

- A. State requirements that apply to the abatement work include:
 - 1. 40 CFR PART 61, Subpart M
 - 2. PA 451, Part 201, Environmental Remediation
 - 3. PA 451, Part 213, Leaking Underground Storage Tanks
 - 4. PA 451, Part 111, Hazardous Waste Management Act
 - 5. PA 451, Part 115, Solid Waste Management Act
 - 6. PA 451, Part 121, Liquid Industrial Waste Act
 - 7. PA 451, Part 169, Scrap Tires

1.4.5 PERMITS/LICENSES:

The Abatement Contractor shall apply for and have on-site all required permits and licenses to perform abatement work as required by Federal, State, and Local regulations.

1.4.6 POSTING AND FILING OF REGULATIONS:

Maintain one (1) copy of all applicable federal, state, and local regulations. The regulations will be kept in the Contractor's office for access. If required, the Contractor shall comply with all applicable State licensing requirements.

1.4.7 OWNER'S RESPONSIBILITIES:

Prior to commencement of work:

- A. Provide to the Contractor results of asbestos survey. This information shall not release the Contractor from any responsibility for OSHA compliance.
- B. Notify Contractor that Lead, Cadmium, and Chromium shall be assumed to be present in paint and coating at the Work Site and Contractor to comply with applicable Federal and State rules and regulations.

1.4.8 SITE SECURITY

- A. Regulated area access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Contractor's employees, employees of Subcontractors, OWNER employees and Owners representatives, State and local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to commencing the project and be posted at the Work Site.
- B. Entry into the regulated area by unauthorized individuals shall be reported immediately to the Competent Person by anyone observing the entry. The Contractor's Competent Person shall immediately require any unauthorized person to leave the regulated area and then notify the Owner or Owner's Representative using the most expeditious means.
- C. A log book shall be maintained at the Work Site. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.
- D. Access to the regulated area shall be through a single decontamination unit. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are the waste/equipment load-out area which shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits. Emergency exits shall not be locked from the inside; however, they shall be sealed with poly sheeting and taped until needed. In any situation where exposure to high temperatures which may result in a flame hazard, fire retardant poly sheeting must be used.
- E. The Contractor's Competent Person shall control site security during abatement operations in order to isolate work in progress and protect public.
- F. The regulated area shall be locked during non-working hours and secured by Contractor or Contractor's Competent Person.

1.4.9 EMERGENCY ACTION PLAN AND ARRANGEMENTS

- A. An Emergency Action Plan shall be developed by the Contractor prior to commencing abatement activities and shall be agreed to by the Contractor, Owner and the Owner's Representative. The Plan shall meet the requirements of 29 CFR 1910.38 (a) and (b).
- B. Emergency procedures shall be in written form and prominently posted in the clean room and equipment room of the decontamination unit. Everyone, prior to entering the regulated area, must read and sign these procedures to acknowledge understanding of the regulated area layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities; work schedule; layout of regulated area; and access to the regulated area, particularly barriers that may affect response capabilities.
- D. Emergency planning shall include consideration of fire, explosion, hazardous atmospheres, electrical hazards, slips/trips and falls,

confined spaces, and heat stress illness. Written procedures for response to emergency situations shall be developed and employee training in procedures shall be provided.

- E. Employees shall be trained in regulated area/site evacuation procedures in the event of workplace emergencies.
 - 1. For non life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the regulated area to obtain proper medical treatment.
 - 2. For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove them from the regulated area, and secure proper medical treatment.
- F. Telephone numbers of any/all emergency response personnel shall be prominently posted at the Work Site.
- G. The Contractor shall provide verification of first aid/CPR training for personnel responsible for providing first aid/CPR. OSHA requires medical assistance within 3-4 minutes of a life-threatening injury/illness.
- H. The Emergency Action Plan shall provide for a Contingency Plan in the event that an incident occurs that may require the modification of the standard operating procedures during abatement. Such incidents include, but are not limited to, fire; accident; power failure; negative pressure failure; and supplied air system failure. The Contractor shall detail procedures to be followed in the event of an incident assuring that asbestos abatement work is stopped and wetting is continued until correction of the problem.

1.4.10 ACCIDENT PREVENTION

- A. While performing abatement activities, the Contractor shall provide all/any required safety barricades, signs, and signal lights. The Contractor shall comply with all applicable standards related to abatement operations as mandated by OSHA/EPA/State Standards.
- C. Whenever the Owner/Owner's Representative becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public. The Owner/Owner's Representative shall notify the Contractor's Competent Person orally and request immediate corrective action(s) be taken to abate the noncompliant condition. This notice, when delivered to Contractor shall be deemed sufficient notice of noncompliance and that corrective action is required. The Abatement Contractor shall take corrective action immediately upon receipt of the oral/written notice.

If the Contractor fails or refuse to promptly take corrective action, the Owner/Owner's Representative has the option to issue an order to stop all or part of the work until correction actions have been taken. The Contractor shall have no entitlement to any equitable adjustment of the contract price or extension of the performance schedule based on any stop work order issued under this clause.
- D. The Abatement Contractor shall include the provisions of 1.4.11 in any subcontractor agreement.
- E. The Abatement Contractor shall submit a written plan for implementing 1.4.11. The plan shall include an analysis of any significant hazards to life, limb, and property inherent to abatement work and a plan for controlling these hazards.

1.4.11 PRE-CONSTRUCTION MEETING

Prior to commencing the work, the Contractor shall meet with the Owner/Owner's Representative to present and review, as appropriate, the items following this paragraph. The Contractor's Competent Person(s) who will be on-site shall participate in the pre-start meeting. The pre-start meeting is to discuss and determine procedures to be used during the project. At this meeting, the Contractor shall provide:

- A. Proof of Contractor licensing.
- B. Proof the Competent Person(s) is trained and accredited and approved for working in this State. Verification of the experience of the Competent Person(s) shall also be presented.
- C. A list of all workers who will participate in the project, including experience and verification of training and accreditation.
- D. A list of and verification of training for all personnel who have current first-aid/CPR training. A minimum of one person per shift must have adequate training.
- E. Current medical written opinions for all personnel working on-site meeting the requirements of 29 CFR 1926.1101 (m).
- F. Current fit-tests for all personnel wearing respirators on-site meeting the requirements of 29 CFR 1926.1101 (h) and Appendix C.
- G. A copy of the Contractor's Work Plan. In these procedures, the following information must be detailed, specific for this project.
 - 1. Regulated area preparation procedures;
 - 2. Notification requirements procedure of Contractor as required in 29 CFR 1926.1101 (d);
 - 3. Decontamination area set-up/layout and decontamination procedures for employees;
 - 4. Abatement methods/procedures and equipment to be used; and
 - 5. Personal protective equipment to be used.
- H. At this meeting the Contractor shall provide all submittals as required.
- I. Procedures for handling, packaging and disposal of asbestos waste.
- J. Emergency Action Plan and Contingency Plan Procedures.

1.5 ABATEMENT PROJECT COORDINATION

Following are the minimum personnel necessary for coordination of the abatement work.

1.5.1 PERSONNEL

- A. Administrative and supervisory personnel shall consist of a qualified Competent Person(s) as defined by OSHA in the Construction Standards and the Asbestos Construction Standard; Contractor Professional Industrial Hygienist and Industrial Hygiene Technicians. These employees are the Contractor's representatives responsible for compliance with these specifications and all other applicable requirements.
- B. Non-supervisory personnel shall consist of an adequate number of qualified personnel to meet the schedule requirements of the project. Personnel shall meet required qualifications. Personnel utilized on-site shall be pre-approved by the Owner's Representative. A request for approval shall be submitted for any person to be employed during the project giving the person's name; social security number; qualifications; accreditation card with color picture; Certificate of Worker's Acknowledgment; and Affidavit of Medical Surveillance and Respiratory Protection and current Respirator Fit Test.

C. Minimum qualifications for Contractor and assigned personnel are:

1. The Contractor has conducted within the last three (3) years, three (3) projects of similar complexity and dollar value as this project; has not been cited and penalized for serious violations of federal (and state as applicable) EPA and OSHA asbestos regulations in the past three (3) years; has adequate liability/occurrence insurance for asbestos work as required by the state; is licensed in applicable states; has adequate and qualified personnel available to complete the work; has comprehensive standard operating procedures for asbestos work; has adequate materials, equipment and supplies to perform the work.
2. The Competent Person has four (4) years of abatement experience of which two (2) years were as the Competent Person on the project; meets the OSHA definition of a Competent Person; has been the Competent Person on two (2) projects of similar size and complexity as this project within the past three (3) years; has completed EPA AHERA/OSHA/State/Local training requirements/accreditation(s) and refreshers; and has all required OSHA documentation related to medical and respiratory protection. 3. 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).
3. The Abatement Personnel shall have completed the EPA AHERA/OSHA abatement worker course; have training on the standard operating procedures of the Contractor; has one year of asbestos abatement experience within the past three (3) years of similar size and complexity; has applicable medical and respiratory protection documentation; has certificate of training/current refresher and State accreditation/license. All personnel should be in compliance with OSHA construction safety training as applicable and submit certification.
4. Contractor's personnel must have 40-Hour HAZWOPER and subsequent annual refresher training, and must demonstrate that they have experience with Hazardous, Non-Hazardous, Liquid Industrial, and Universal waste collection, segregation, containerization, characterization, waste profiling, manifesting, transportation and disposal.

1.6 WORKER PROTECTION

1.6.1 TRAINING OF ABATEMENT PERSONNEL

Prior to beginning any abatement activity, all personnel shall be trained in accordance with OSHA 29 CFR 1926.1101 (k)(9) and any additional State/Local requirements. Training must include, at a minimum, the elements listed at 29 CFR 1926.1101 (k)(9)(viii). Training shall have been conducted by a third party, EPA/State approved trainer meeting the requirements of EPA 40 CFR 763 Appendix C (AHERA MAP). Initial training certificates and current refresher and accreditation proof must be submitted for each person working at the site.

1.6.2 PERSONAL PROTECTIVE EQUIPMENT

Provide, at a minimum, steel toe boots, hard hats, safety glasses, protective clothing, respiratory protection and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA at 29 CFR 1910.132 (d). A copy of the hazard assessment shall be provided to the Owner. The Contractor's Competent Person shall ensure the provision of and the integrity of personal protective equipment worn for the duration of the project.

1.7 RESPIRATORY PROTECTION

1.7.1 GENERAL - RESPIRATORY PROTECTION PROGRAM

The Contractor shall develop and implement a written Respiratory Protection Program (RPP) which is in compliance with the January 8, 1998 OSHA requirements found at 29 CFR 1926.1101 and 29 CFR 1910.Subpart I;134. ANSI Standard Z88.2-1992 provides excellent guidance for developing a respiratory protection program. All respirators used must be NIOSH approved for asbestos abatement activities. The written RPP shall, at a minimum, contain the basic requirements found at 29 CFR 1910.134 (c) (1) (i - ix) - Respiratory Protection Program.

1.7.2 RESPIRATORY PROTECTION PROGRAM COORDINATOR

The Contractor's Respiratory Protection Program Coordinator (RPPC) must be identified and shall have two (2) years experience coordinating projects of similar size and complexity. The Contractor must submit a signed statement attesting to the fact that the program meets the above requirements.

1.7.3 SELECTION AND USE OF RESPIRATORS

The procedure for the selection and use of respirators must be submitted to the Owner/Owner's Representative as part of the Contractor's qualifications. The procedure must be written clearly enough for workers to understand. A copy of the Respiratory Protection Program must be available at the Work Site for reference by employees or authorized visitors.

1.7.4 MINIMUM RESPIRATORY PROTECTION

Minimum respiratory protection shall be a half face air purifying respirator when fiber levels are maintained consistently at or below 0.5 f/cc. A higher level of respiratory protection may be provided or required, depending on fiber levels. Respirator selection shall meet the requirements of 29 CFR 1926.1101 (h); Table 1, except as indicated in this paragraph. Abatement personnel must have a respirator for their exclusive use.

1.7.5 MEDICAL WRITTEN OPINION

No employee shall be allowed to wear a respirator unless a physician or other licensed health care professional has provided a written determination they are medically qualified to wear the class of respirator to be used on the project while wearing whole body impermeable garments and subjected to heat or cold stress.

1.7.6 RESPIRATOR FIT TEST

All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A. Quantitative fit tests shall be done for PAPR's which have been put into a motor/blower failure mode

1.7.7 RESPIRATOR FIT CHECK

The Competent Person shall assure that the positive/negative pressure user seal check is done each time the respirator is donned by an employee. Head coverings must cover respirator head straps. Any situation that prevents an effective facepiece to face seal as evidenced by failure of a user seal check shall preclude that person from wearing a respirator inside the regulated area until resolution of the problem.

1.7.8 MAINTENANCE AND CARE OF RESPIRATORS:

The Respiratory Protection Program Coordinator shall submit evidence and documentation showing compliance with 29 CFR 1910.134 (h) Maintenance and care of respirators.

1.7.9 SUPPLIED AIR SYSTEMS

If a supplied air system is used, the system shall meet all requirements of 29 CFR 1910.134 and the ANSI/Compressed Gas Association (CGA) Commodity Specification for Air current requirements for Type 1 - Grade D breathing air. Low pressure systems are not allowed to be used on asbestos abatement projects. Supplied Air respirator use shall be in accordance with EPA/NIOSH publication EPA-560-OPTS-86-001 "A Guide to Respiratory Protection for the Asbestos Abatement Industry". The competent person on site will be responsible for the supplied air system to ensure the safety of the worker.

1.8 WORKER PROTECTION

1.8.1 MEDICAL EXAMINATIONS

Medical examinations meeting the requirements of 29 CFR 1926.1101 (m) shall be provided for all personnel working in the regulated area, regardless of exposure levels. A current physician's written opinion as required by 29 CFR 1926.1101 (m) (4) shall be provided for each person and shall include in the medical opinion the person has been evaluated for working in a heat and cold stress environment while wearing personal protective equipment (PPE) and is able to perform the work without risk of material health impairment.

1.8.2 PROTECTIVE CLOTHING

Provide boots, booties, hard hats, goggles, clothing, respirators and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA at 29 CFR 1910.132 (d). Provide all personnel entering the regulated area with disposable full body coveralls, disposable head covering, and 18 inch boot coverings. The Competent Person shall ensure the integrity of personal protective equipment worn for the duration of the project. Provide plastic/rubber disposable gloves for hand protection. Cloth type gloves may be worn under plastic/rubber gloves, but cannot be used alone. Duct tape shall be used to secure all

suit sleeves to wrists and to secure foot coverings at the ankle. Worker protection shall meet the most stringent requirement.

1.8.3 REGULATED AREA ENTRY PROCEDURE

The Competent Person shall ensure that each time workers enter the regulated area; they remove ALL street clothes in the clean room of the decontamination unit and put on new disposable coveralls, head coverings, a clean respirator, and then proceed through the shower room to the equipment room where they put on non-disposable required personal protective equipment.

1.8.4 DECONTAMINATION PROCEDURE

The Competent Person shall require all personnel to adhere to following decontamination procedures whenever they leave the regulated area.

- A. When exiting the regulated area, remove disposable coveralls, and ALL other clothes, disposable head coverings, and foot coverings or boots in the equipment room.
- B. Still wearing the respirator and completely naked, proceed to the shower. Showering is MANDATORY. Care must be taken to follow reasonable procedures in removing the respirator to avoid inhaling asbestos fibers while showering. The following procedure is required as a minimum:
 1. Thoroughly wet body including hair and face. If using a PAPR hold blower above head to keep filters dry.
 2. With respirator still in place, thoroughly decontaminate body, hair, respirator face piece, and all other parts of the respirator except the blower and battery pack on a PAPR. Pay particular attention to cleaning the seal between the face and respirator facepiece and under the respirator straps.
 3. Take a deep breath, hold it and/or exhale slowly, completely wetting hair, face, and respirator. While still holding breath, remove the respirator and hold it away from the face before starting to breathe.
- C. Carefully decontaminate the facepiece of the respirator inside and out. If using a PAPR, shut down using the following sequence: a) first cap inlets to filters; b) turn blower off to keep debris collected on the inlet side of the filter from dislodging and contaminating the outside of the unit; c) thoroughly decontaminate blower and hoses; d) carefully decontaminate battery pack with a wet rag being cautious of getting water in the battery pack thus preventing destruction. **(THIS PROCEDURE IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!)**.
- D. Shower and wash body completely with soap and water. Rinse thoroughly.
- E. Rinse shower room walls and floor to drain prior to exiting.
- F. Proceed from shower to clean room; dry off and change into street clothes or into new disposable work clothing.

1.8.5 REGULATED AREA REQUIREMENTS

The Competent Person shall meet all requirements of 29 CFR 1926.1101 (o) and assure that all requirements for regulated areas at 29 CFR 1926.1101 (e) are met. All personnel in the regulated area shall not be allowed to eat, drink, smoke, chew tobacco or gum, apply cosmetics, or in any way interfere with the fit of their respirator.

1.9 DECONTAMINATION FACILITIES

1.9.1 DESCRIPTION

Provide each regulated area with separate personnel (PDF) and equipment/waste decontamination facilities (EWDF). Ensure that the PDF are the only means of ingress and egress to the regulated area and that all equipment, bagged waste, and other material exit the regulated area only through the EWDF. Separate shower facilities must be provided for males/females as per OSHA requirements. See drawings for minimum requirements of each and OSHA 29 CFR 1926.1101, Appendix F.

1.9.2 GENERAL REQUIREMENTS

All personnel entering or exiting a regulated area must go through the PDF and shall follow the requirements at 29 CFR 1926.1101 (j)(1) and these specifications. All waste, equipment and contaminated materials must exit the regulated area through the W/EDF and be decontaminated in accordance with these specifications. Walls and ceilings of the PDF and W/EDF must be constructed of a minimum of 3 layers of 6 mil opaque fire retardant polyethylene sheeting and be securely attached to existing building components and/or an adequate temporary framework. A minimum of 3 layers of 6 mil poly shall also be used to cover the floor under the PDF and W/EDF units. Construct doors so that they overlap and secure to adjacent surfaces. Weight inner doorway sheets with layers of duct tape so that they close quickly after release. Put arrows on sheets so they show direction of travel and overlap. If the building adjacent area is occupied, construct a solid barrier on the occupied side(s) to protect the sheeting and reduce potential for non-authorized personnel entering the regulated area.

1.9.3 TEMPORARY FACILITIES TO THE PDF AND EWDF

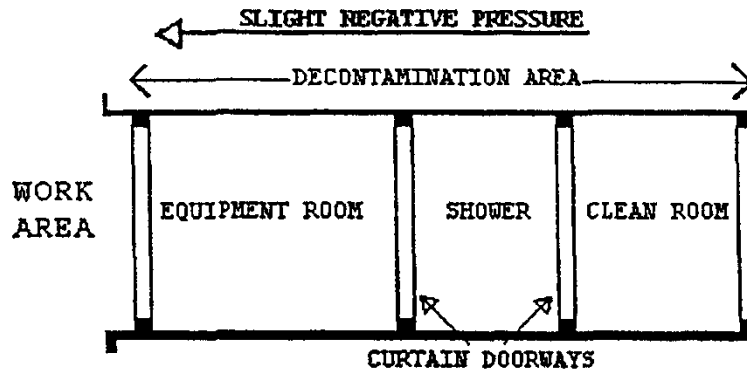
The Competent Person shall provide temporary water. Water supply must be of adequate pressure and meet requirements of 29 CFR 1910.141(d)(3). Provide adequate temporary overhead electric power with ground fault circuit interruption (GFCI) protection. Provide a sub-panel equipped with GFCI protection for all temporary power in the clean room. Provide adequate lighting to provide a minimum of 50 foot candles in the PDF and W/EDF. Provide temporary heat, if needed, to maintain 70°F throughout the PDF and W/EDF.

1.9.3 PERSONNEL DECONTAMINATION FACILITY (PDF)

For all OSHA Class I work, the Contractor's Competent Person shall provide a PDF consisting of shower room which is contiguous to a clean room and equipment room which is connected to the regulated area. The PDF must be sized to accommodate the number of personnel scheduled for the project. The shower room, located in the center of the PDF, shall be fitted with as many portable showers as necessary to insure all employees can complete the entire decontamination procedure within 15 minutes. The PDF shall be constructed of opaque poly for privacy. The PDF shall be constructed to eliminate any parallel routes of egress without showering.

1. Clean Room: The clean room must be physically and visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed of at least 3 layers of 6 mil opaque fire retardant poly to provide an air tight room. Provide a minimum of 2 - 900 mm (3 foot) wide 6 mil poly opaque fire retardant doorways. One doorway shall be the entry from outside

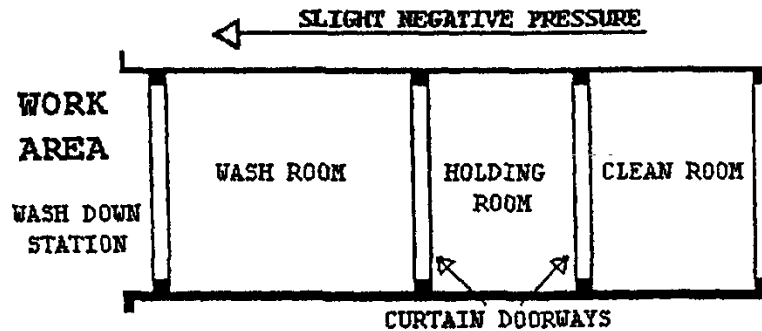
- the PDF and the second doorway shall be to the shower room of the PDF. The floor of the clean room shall be maintained in a clean, dry condition. Shower overflow shall not be allowed into the clean room. Provide 1 storage locker per person. A portable fire extinguisher, minimum 10 pounds capacity, Type ABC, shall be provided in accordance with OSHA and NFPA Standard 10. All persons entering the regulated area shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the shower room completely naked and thoroughly washed. Females required to enter the regulated area shall be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF.
2. Shower Room: The Contractor's Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to the equipment room and for the showering of all personnel going from the equipment room to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Install a freely draining smooth floor on top of the shower pan. The shower room shall be separated from the rest of the building and from the clean room and equipment room using air tight walls made from at least 3 layers of 6 mil opaque fire retardant poly. The shower shall be equipped with a shower head and controls, hot and cold water, drainage, soap dish and continuous supply of soap, and shall be maintained in a sanitary condition throughout its use. The controls shall be arranged so an individual can shower without assistance. Provide a flexible hose shower head, hose bibs and all other items shown on Shower Schematic. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Filters will be changed a minimum of daily or more often as needed. Filter changes must be done in the shower to prevent loss of contaminated water. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.
 3. Equipment Room: The Contractor's Competent Person shall provide an equipment room which shall be an air tight compartment for the storage of work equipment/tools, reusable personal protective equipment, except for a respirator and for use as a gross decontamination area for personnel exiting the regulated area. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made with 2 layers of 6 mil opaque fire retardant poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building by air tight walls and ceiling constructed of a minimum of 3 layers of 6 mil opaque fire retardant poly. Damp wipe all surfaces of the equipment room after each shift change. Provide an additional loose layer of 6 mil fire retardant poly per shift change and remove this layer after each shift. If needed, provide a temporary electrical sub-panel equipped with GFCI in the equipment room to accommodate any equipment required in the regulated area.
 4. The PDF shall be as follows: Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each doorway in the PDF shall be a minimum of 2 layers of 6 mil opaque fire retardant poly.



1.9.5 EQUIPMENT/WASTE DECONTAMINATION FACILITY (EWDF)

The Contractor's Competent Person shall provide a W/EDF consisting of a wash room, holding room, and clean room for removal of waste, equipment and contaminated material from the regulated area. Personnel shall not enter or exit the W/EDF except in the event of an emergency. Clean debris and residue in the W/EDF daily. All surfaces in the W/EDF shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan. The W/EDF shall consist of the following:

1. Wash Down Station: Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
2. Wash Room: Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area. Construct the wash room using 50 x 100 mm (2" x 4") wood framing and 3 layers of 6 mil fire retardant poly. Locate the wash room so that packaged materials, after being wiped clean, can be passed to the Holding Room. Doorways in the wash room shall be constructed of 2 layers of 6 mil fire retardant poly.
3. Holding Room: Provide a holding room as a drop location for bagged materials passed from the wash room. Construct the holding room using 50 x 100 mm (2" x 4") wood framing and 3 layers of 6 mil fire retardant poly. The holding room shall be located so that bagged material cannot be passed from the wash room to the clean room unless it goes through the holding room. Doorways in the holding room shall be constructed of 2 layers of 6 mil fire retardant poly.
4. Clean Room: Provide a clean room to isolate the holding room from the exterior of the regulated area. Construct the clean room using 2 x 4 wood framing and 2 layers of 6 mil fire retardant poly. The clean room shall be located so as to provide access to the holding room from the building exterior. Doorways to the clean room shall be constructed of 2 layers of 6 mil fire retardant poly. When a negative pressure differential system is used, a rigid enclosure separation between the W/EDF clean room and the adjacent areas shall be provided.
5. The W/EDF shall be as follows: Wash Room leading to a Holding Room followed by a Clean Room leading to outside the regulated area. See diagram.



1.9.6 EQUIPMENT/WASTE DECONTAMINATION PROCEDURES:

At the wash down station in the regulated area, thoroughly wet clean contaminated equipment and/or sealed polyethylene bags and pass into Wash Room after visual inspection. When passing anything into the Wash Room, close all doorways of the W/EDF, other than the doorway between the wash down station and the Wash Room. Keep all outside personnel clear of the W/EDF. Once inside the Wash Room, wet clean the equipment and/or bags. After cleaning and inspection, pass items into the Holding Room. Close all doorways except the doorway between the Holding Room and the Clean Room. Workers from the Clean Room/Exterior shall enter the Holding Room and remove the decontaminated/cleaned equipment/bags for removal and disposal. These personnel will not be required to wear PPE. At no time shall personnel from the clean side be allowed to enter the Wash Room.

PART 2 - PRODUCTS, MATERIALS AND EQUIPMENT

2.1 MATERIALS AND EQUIPMENT

2.21.1 GENERAL REQUIREMENTS (ALL ABATEMENT PROJECTS)

Prior to the start of work, the contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and the CPIH/CIH has submitted verification to the Owner/ Owner's Representative.

- A. All materials shall be delivered in their original package, container or bundle bearing the name of the manufacturer and the brand name (where applicable).
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Flammable and combustible materials cannot be stored inside buildings. Replacement materials shall be stored outside of the regulated area until abatement is completed.
- C. The Competent Person shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the worksite and disposed of properly.
- E. Polyethylene sheeting for walls in the regulated area shall be a minimum of 4-mil, unless otherwise specified by the Owner/Owner's Representative or more stringent State requirement(s). For floors and all other uses,

- sheeting of at least 6-mil shall be used in widths selected to minimize the frequency of joints. Fire retardant poly shall be used throughout.
- F. The method of attaching polyethylene sheeting shall be specified in Work Plan by the Contractor. Method of attachment may include any combination of moisture resistant duct tape furring strips, spray glue, staples, nails, screws, lumber and plywood for enclosures or other effective procedures capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions.
 - G. Polyethylene sheeting utilized for the PDF shall be opaque white or black in color, 6 mil fire retardant poly.
 - H. Installation and plumbing hardware, showers, hoses, drain pans, sump pumps and waste water filtration system shall be provided by the Contractor.
 - I. An adequate number of HEPA vacuums, scrapers, sprayers, nylon brushes, brooms, disposable mops, rags, sponges, staple guns, shovels, ladders and scaffolding of suitable height and length as well as meeting OSHA requirements, fall protection devices, water hose to reach all areas in the regulated area, airless spray equipment, and any other tools, materials or equipment required to conduct the abatement project. All electrically operated hand tools, equipment, electric cords shall be connected to GFCI protection.
 - J. Special protection for objects in the regulated area shall be detailed (e.g., plywood over carpeting or hardwood floors to prevent damage from scaffolds, water and falling material).
 - K. Disposal bags - 2 layers of 6 mil poly for asbestos waste shall be pre-printed with labels, markings and address as required by OSHA, EPA and DOT regulations.
 - L. The Owner shall be provided an advance copy of the MSDS as required for all hazardous chemicals under OSHA 29 CFR 1910.1200 - Hazard Communication in the pre-project submittal. Chlorinated compounds shall not be used with any spray adhesive, mastic remover or other product. Appropriate encapsulant(s) shall be provided.
 - M. OSHA DANGER demarcation signs, as many and as required by OSHA 29 CFR 1926.1101(k) (7) shall be provided and placed by the Competent Person. All other posters and notices required by Federal and State regulations shall be posted in the Clean Room.
 - N. Adequate and appropriate PPE for the project and number of personnel/shifts shall be provided. All personal protective equipment issued must be based on a written hazard assessment conducted under 29 CFR 1910.132(d).

2.1.2 NEGATIVE PRESSURE FILTRATION SYSTEM

The Contractor shall provide enough HEPA negative air machines to continuously maintain a pressure differential of -0.02" water column gauge. The Competent Person shall determine the number of units needed for the regulated area by dividing the cubic feet in the regulated area by 15 and then dividing that result by the cubic feet per minute (CFM) for each unit to determine the number of units needed to continuously maintain a pressure differential of -0.02" WCG. Provide a standby unit in the event of machine failure and/or emergency in an adjacent area. NIOSH has done extensive studies and has determined that negative air machines typically operate at ~50% efficiency. The contractor shall consider this in their determination of number of units needed to continuously maintain a pressure differential of -0.02" water column gauge. The contractor shall use 8 air changes per hour or double the number of machines, based on their calculations, or submit proof their

machines operate at stated capacities, at a 2" pressure drop across the filters.

2.1.3 DESIGN AND LAYOUT

- A. Before start of work submit the Work Plan with design and layout of the regulated area and the negative air machines. The submittal shall indicate the number of, location of and size of negative air machines. The point(s) of exhaust, air flow within the regulated area, anticipated negative pressure differential, and supporting calculations for sizing shall be provided. In addition, submit the following:
 - 1. Method of supplying power to the units and designation/location of the panels.
 - 2. Description of testing method(s) for correct air volume and pressure differential.
 - 3. If auxiliary power supply is to be provided for the negative air machines, provide a schematic diagram of the power supply and manufacturer's data on the generator and switch.

2.1.4 NEGATIVE AIR MACHINES (HEPA UNITS)

- A. Negative Air Machine Cabinet: The cabinet shall be constructed of steel or other durable material capable of withstanding potential damage from rough handling and transportation. The width of the cabinet shall be less than 30" in order to fit in standard doorways. The cabinet must be factory sealed to prevent asbestos fibers from being released during use, transport, or maintenance. Any access to and replacement of filters shall be from the inlet end. The unit must be on casters or wheels.
- B. Negative Air Machine Fan: The rating capacity of the fan must indicate the CFM under actual operating conditions. Manufacturer's typically use "free-air" (no resistance) conditions when rating fans. The fan must be a centrifugal type fan.
- C. Negative Air Machine Final Filter: The final filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the negative air machine housing to form an air tight seal. Each HEPA filter shall be certified by the manufacturer to have an efficiency of not less than 99.97%. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
- D. Negative Air Machine Pre-filters: The pre-filters, which protect the final HEPA filter by removing larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. A first stage pre-filter shall be a low efficiency type for particles 10 μ m or larger. A second stage pre-filter shall have a medium efficiency effective for particles down to 5 μ m or larger. Pre-filters shall be installed either on or in the intake opening of the negative air machine and the second stage filter must be held in place with a special housing or clamps.
- E. Negative Air Machine Instrumentation: Each unit must be equipped with a gauge to measure the pressure drop across the filters and to indicate when filters have become loaded and need to be changed. A table indicating the cfm for various pressure readings on the gauge shall be affixed near the gauge for reference or the reading shall indicate at what point the

filters shall be changed, noting cfm delivery. The unit must have an elapsed time meter to show total hours of operation.

- F. Negative Air Machine Safety and Warning Devices: An electrical/ mechanical lockout must be provided to prevent the fan from being operated without a HEPA filter. Units must be equipped with an automatic shutdown device to stop the fan in the event of a rupture in the HEPA filter or blockage in the discharge of the fan. Warning lights are required to indicate normal operation; too high a pressure drop across filters; or too low of a pressure drop across filters.
- G. Negative Air Machine Electrical: All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriters Laboratories (UL). Each unit must be provided with overload protection and the motor, fan, fan housing, and cabinet must be grounded.
- H. It is essential that replacement HEPA filters be tested using an "in-line" testing method, to ensure the seal around the periphery was not damaged during replacement. Damage to the outer HEPA filter seal could allow contaminated air to bypass the HEPA filter and be discharged to an inappropriate location. Contractor will provide written documentation of test results for negative air machine units with HEPA filters changed by the contractor or documentation when changed and tested by the contractor filters.

2.1.5 PRESSURE DIFFERENTIAL

The fully operational negative air system within the regulated area shall continuously maintain a pressure differential of -0.02" water column gauge. Before any disturbance of any asbestos material, this shall be demonstrated to the OWNER by use of a pressure differential meter/manometer as required by OSHA 29 CFR 1926.1101(e)(5)(i). The Competent Person shall be responsible for providing, maintaining, and documenting the negative pressure and air changes as required by OSHA and this specification.

2.1.6 MONITORING

The pressure differential shall be continuously monitored and recorded between the regulated area and the area outside the regulated area with a monitoring device that incorporates a strip chart recorder. The strip chart recorder shall become part of the project log and shall indicate at least -0.02" water column gauge for the duration of the project.

2.1.7 AUXILIARY GENERATOR

Contractor to provide an gasoline/diesel generator located outside the building in an area protected from the weather. The Generator shall supply power to the negative air machines in operation

2.1.8 SUPPLEMENTAL MAKE-UP AIR INLETS

Provide, as needed for proper air flow in the regulated area, in a location approved by the OWNER, openings in the plastic sheeting to allow outside air to flow into the regulated area. Auxiliary makeup air inlets must be located as far from the negative air machines as possible, off the floor near the ceiling, and away from the barriers that separate the regulated area from the occupied clean areas. Cover the inlets with weighted flaps which will seal in the event of failure of the negative pressure system.

2.1.9 TESTING THE SYSTEM

The negative pressure system must be tested before any ACM is disturbed in any way. After the regulated area has been completely prepared, the decontamination units set up, and the negative air machines installed, start the units up one at a time. Demonstrate and document the operation and testing of the negative pressure system to the Owner's Representative, if requested, using smoke tubes and a negative pressure gauge. Verification and documentation of adequate negative pressure differential across each barrier must be done at the start of each work shift.

2.1.10 DEMONSTRATION OF THE NEGATIVE AIR PRESSURE SYSTEM

The demonstration of the operation of the negative pressure system to the Owner/Owner's Representative shall include, but not be limited to, the following:

- A. Plastic barriers and sheeting move lightly in toward the regulated area.
- B. Curtains of the decontamination units move in toward regulated area.
- C. There is a noticeable movement of air through the decontamination units. Use the smoke tube to demonstrate air movement from the clean room to the shower room to the equipment room to the regulated area.
- D. Use smoke tubes to demonstrate air is moving across all areas in which work is to be done. Use a differential pressure gauge to indicate a negative pressure of at least -0.02" across every barrier separating the regulated area from the rest of the building. Modify the system as necessary to meet the above requirements.

2.1.11 USE OF SYSTEM DURING ABATEMENT OPERATIONS

- A. Start units before beginning any disturbance of ACM occurs. After work begins, the units shall run continuously, maintaining 4 actual air changes per hour at a negative pressure differential of -0.02" water column gauge, for the duration of the work until a final visual clearance and final air clearance has been successfully completed.
No negative air units shall be shut down at any time.
- B. Abatement work shall begin at a location farthest from the units and proceed towards them. If an electric failure occurs, the Competent Person shall stop all abatement work and immediately begin wetting all exposed asbestos materials for the duration of the power outage. Abatement work shall not resume until power is restored and all units are operating properly again.
- C. The negative air machines shall continue to run after all work is completed and until a final visual clearance and a final air clearance has been successfully completed for that regulated area.

2.1.12 DISMANTLING THE SYSTEM

After completion of the final visual and final air clearance has been obtained, the units may be shut down. The unit exterior surfaces shall have been completely decontaminated; pre-filters are not to be removed and the units inlet/outlet sealed with 2 layers of 6 mil poly immediately after shut down. No filter removal shall occur at the Site following successful completion of site clearance. OSHA/EPA/DOT asbestos shall be attached to the units.

2.2 CONTAINMENT BARRIERS AND COVERINGS IN THE REGULATED AREA

2.2.1 GENERAL

Seal off the perimeter to the regulated area to completely isolate the regulated area from adjacent spaces. All surfaces in the regulated area must be covered to prevent contamination and to facilitate clean-up. Should adjacent areas become contaminated as a result of the work, shall immediately stop work and clean up the contamination at no additional cost to the OWNER. Provide firestopping and identify all fire barrier penetrations due to abatement work as specified in Section 2.2.8; FIRESTOPPING.

2.2.2 PREPARATION PRIOR TO SEALING THE REGULATED AREA

Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. All uncontaminated removable furniture, equipment and/or supplies shall be removed by the OWNER from the regulated area before commencing work. Any objects remaining in the regulated area shall be completely covered with 2 layers of 6-mil fire retardant poly sheeting and secured with duct tape. Lock out and tag out any HVAC/electrical systems in the regulated area

2.2.3 CONTROLLING ACCESS TO THE REGULATED AREA

Access to the regulated area is allowed only through the personnel decontamination facility (PDF). All other means of access shall be eliminated and OSHA DANGER demarcation signs posted as required by OSHA. If the regulated area is adjacent to, or within view of an occupied area, provide a visual barrier of 6 mil opaque fire retardant poly to prevent building occupant observation. If the adjacent area is accessible to the public, the barrier must be solid and capable of withstanding the negative pressure.

2.2.4 CRITICAL BARRIERS

Completely separate any operations in the regulated area from adjacent areas using 2 layers of 6 mil fire retardant poly and duct tape. Individually seal with 2 layers of 6 mil poly and duct tape all HVAC openings into the regulated area. Individually seal all lighting fixtures, clocks, doors, windows, convectors, speakers, or any other objects/openings in the regulated area. Heat must be shut off any objects covered with poly.

2.2.5 PRIMARY BARRIERS

- A. Cover the regulated area with two layers of 6 mil fire retardant poly on the floors and two layers of 4 mil, fire retardant poly on the walls, unless otherwise directed in writing by the OWNER representative. Floor layers must form a right angle with the wall and turn up the wall at least 300 mm (12"). Seams must overlap at least 1800 mm (6') and must be spray glued and taped. Install sheeting so that layers can be removed independently from each other. Carpeting shall be covered with three layers of 6 mil poly. Corrugated cardboard sheets must be placed between the bottom and middle layers of poly. Mechanically support and seal with duct tape and glue all wall layers.
- B. Elevator doors must be covered with 2 layers of 6 mil fire retardant poly. The elevator door must be in a positively pressurized area outside the clean room of the PDF.

- C. If stairs and ramps are covered with 6 mil plastic, two layers must be used. Provide 19 mm (3/4") exterior grade plywood treads held in place with duct tape/glue on the plastic. Do not cover rungs or rails with any isolation materials.

2.2.6 SECONDARY BARRIERS

A loose layer of 6 mil poly shall be used as a drop cloth to protect the primary layers from debris generated during the abatement. This layer shall be replaced as needed during the work and at a minimum once per work day.

2.2.7 EXTENSION OF THE REGULATED AREA

If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as per this section. Decontamination measures must be started immediately and continue until air monitoring indicates background levels are met.

2.3 MONITORING, INSPECTION AND TESTING

2.3.1 GENERAL

- A. Perform throughout abatement work monitoring, inspection and testing inside and around the regulated area in accordance with the OSHA requirements and these specifications. OSHA requires that the Employee exposure to asbestos must not exceed 0.1 fibers per cubic centimeter (f/cc) of air, averaged over an 8-hour work shift. The Contractor's Competent Person shall inspect and oversee the performance of the Contractor's IH Technician. The IH Technician shall continuously inspect and monitor conditions inside the regulated area to ensure compliance with these specifications. In addition, the Contractor's IH Technician shall personally manage air sample collection, analysis, and evaluation for personnel, regulated area, and adjacent area samples to satisfy OSHA requirements. Additional inspection and testing requirements are also indicated in other parts of this specification.
- B. The Owner's Representative may perform various services on behalf of the Owner. The work of the Owner's Representative in no way relieves the Contractor from their responsibility to perform the work in accordance with contract/specification requirements, to perform continuous inspection, monitoring and testing for the safety of their employees, and to perform other such services as specified. The cost of the Owner's Representative and their services will be borne by the Owner except for any repeat of final inspection and testing that may be required due to unsatisfactory initial results. Any repeated final inspections and/or testing, if required, will be paid for by the Contractor.
- C. If fibers counted by the Owner's Representative during abatement work, either inside or outside the regulated area, utilizing the NIOSH 7400 air monitoring method, exceed the specified respective limits, the Contractor shall stop work. The Contractor may request confirmation of the results by analysis of the samples by TEM. Request must be in writing and submitted to the Owner's Representative. Cost for the confirmation of results will be borne by the Contractor for both the collection and analysis of samples and for the time delay that may/does result for this confirmation. Confirmation sampling and analysis will be the responsibility of the

Contractor. An agreement between the Contractor and the Owner's IH shall be reached on the exact details of the confirmation effort, in writing, including such things as the number of samples, location, collection, quality control on-site, analytical laboratory, interpretation of results and any follow-up actions.

2.3.2 SCOPE OF SERVICES OF THE OWNER'S REPRESENTATIVE

- A. The purpose of the work of the Owner's Representative is to: assure quality; adherence to the specification; resolve problems; prevent the spread of contamination beyond the regulated area; and assure clearance at the end of the project. In addition, their work includes performing the final inspection and testing to determine whether the regulated area or building has been adequately decontaminated. All air monitoring is to be done utilizing PCM/TEM. The Owner's Representative may perform the following tasks:
 - 1. Task 1: Establish background levels before abatement begins by collecting background samples. Retain samples for possible TEM analysis.
 - 2. Task 2: Perform continuous or periodic air monitoring, inspection, and testing outside the regulated area during actual abatement work to detect any faults in the regulated area isolation and any adverse impact on the surroundings from regulated area activities.
 - 3. Task 3: Perform unannounced visits to spot check overall compliance of work with contract/specifications. These visits may include any inspection, monitoring, and testing inside and outside the regulated area and all aspects of the operation except personnel monitoring.
 - 4. Task 4: Provide support to the Owner such as evaluation of submittals from the Contractor, resolution of conflicts, interpret data, etc.
 - 5. Task 5: If requested by Owner perform, final inspection and testing of a decontaminated regulated area at the conclusion of the abatement to certify compliance with all regulations and Owner's requirements/specifications.
 - 6. Task 6: Issue Letter of Re-Occupancy or certificate of decontamination for each regulated area.
- B. All documentation, inspection results and testing results generated by the Owner's Representative will be available to the Contractor for information and consideration. The Contractor shall cooperate with and support the Owner's IH for efficient and smooth performance of their work.
- C. The monitoring and inspection results of the Owner's Representative will be used by the Owner to issue any Stop Removal orders to the Contractor during abatement work and to accept or reject a regulated area or building as decontaminated..
- D. All air sampling and analysis data will be recorded.

2.3.3 MONITORING, INSPECTION AND TESTING BY CONTRACTOR CPIH/CIH

The Contractor's IH or Competent Person is responsible for managing all monitoring, inspections, and testing required by these specifications, as well as any and all regulatory requirements adopted by these specifications. The Contractor's IH or Competent Person is responsible for the continuous monitoring of all subsystems and procedures which could affect the health and safety of the Contractor's personnel. Safety and health conditions and the provision of those conditions inside the regulated area for all persons entering the regulated area is the exclusive responsibility of the Contractor/Competent Person. The person

performing the personnel and area air monitoring inside the regulated area shall be an IH Technician retained by the Contractor, who shall be trained and shall have specialized field experience in sampling and analysis. The Contractor's IH Technician shall have successfully completed a NIOSH 582 Course or equivalent and provide documentation. The Contractor's IH Technician shall participate in the AIHA Asbestos Analysis Registry or participate in the Proficiency Analytic Testing program of AIHA for fiber counting quality control assurance. The Contractor's IH Technician shall also be an accredited EPA AHERA/State Contractor/Supervisor or Abatement Worker and Building Inspector. The Contractor's IH Technician shall have participated in five abatement projects collecting personal and area samples as well as responsibility for documentation on substantially similar projects in size and scope. The analytic laboratory used by the Contractor to analyze the samples shall be AIHA accredited for asbestos PAT and approved by the Owner prior to start of the project. A daily log, shall be maintained by the Contractor's IH Technician, documenting all OSHA requirements for air personal monitoring for asbestos in 29 CFR 1926.1101(f), (g) and Appendix A. This log shall be made available to the Owner's Representative and the Owner upon request. The log will contain, at a minimum, information on personnel or area samples, other persons represented by the sample, the date of sample collection, start and stop times for sampling, sample volume, flow rate, and fibers/cc. The Contractor's IH shall collect and analyze samples for each representative job being done in the regulated area, i.e., removal, wetting, clean-up, and load-out. No fewer than two personal samples per shift shall be collected and one area sample per 1,000 square feet of regulated area where abatement is taking place and one sample per shift in the clean room area shall be collected. In addition to the continuous monitoring required, the Contractor's IH will perform inspection and testing at the final stages of abatement for each regulated area as specified. Additionally, the Contractor's IH will monitor and record pressure readings within the containment daily with a minimum of two readings at the beginning and at the end of a shift, and submit the data in the daily report.

2.4 ASBESTOS HAZARD ABATEMENT PLAN

The Contractor shall have established Asbestos Hazard Abatement/Work Plan in printed form and loose-leaf folder consisting of simplified text, diagrams, sketches, and pictures that establish and explain clearly the procedures to be followed during all phases of the work by the Contractor's personnel. The Asbestos Hazard Abatement/Work Plan must be modified as needed to address specific requirements of this project and the specifications. The Asbestos Hazard Abatement/Work Plan shall be submitted for review and approval to the Owner/Owner's Representative, 10 days after receipt of Notice to Proceed and prior to the start of abatement work. The minimum topics and areas to be covered by the Asbestos Hazard Abatement/Work Plan are:

- A. Minimum Personnel Qualifications.
- B. Contingency Plans and Arrangements.
- C. Security and Safety Procedures.
- D. Respiratory Protection/Personal Protective Equipment Program and Training.
- E. Medical Surveillance Program and Recordkeeping.

- F. Regulated Area Requirements - Containment Barriers/Isolation of Regulated Area.
- G. Decontamination Facilities and Entry/Exit Procedures.
- H. Negative Pressure Systems Requirements.
- I. Monitoring, Inspections, and Testing.
- J. Removal Procedures for RACM and ACE.
- K. Removal Procedures for RACM discovered during building demolition shall be provided as per NESHAP.
- L. Removal of Contaminated Soil (if applicable).
- M. Abatement of crawlspaces and/or pipe tunnels if they exist within the facility.
- N. Disposal of RACM and ACE as per NESHAP; OSHA; and DOT for friable asbestos including NESHAP/DOT shipping papers example. Disposal requirements for non-friable waste, as per OSHA requirements.
- O. Regulated Area Decontamination/Clean-up.
- P. Regulated Area Visual and Air Clearance, if required.
- Q. Project Completion/Closeout.

2.5 SUBMITTALS

2.5.1 PRE-CONSTRUCTION MEETING SUBMITTALS

Submit to the Owner/Owner's Representative, prior to the pre-start meeting the following for review and approval. Meeting this requirement is a prerequisite for the pre-start meeting for this project:

- A. Submit a detailed Work Plan and schedule for the entire project reflecting contract documents and schedule requirements.
- B. Submit a staff organization chart showing all personnel who will be working on the project and their capacity/function. Provide their qualifications, training, accreditations, and licenses, as appropriate. Provide a copy of the "Certificate of Worker's Acknowledgment" and the "Affidavit of Medical Surveillance and Respiratory Protection" for each person.
- C. Submit Asbestos Hazard Abatement Plan developed specifically for this project, incorporating the requirements of the specifications, prepared, signed and dated by Contractor's Competent Person.
- D. Submit the specifics of the materials and equipment to be used for this project with manufacturer names, model numbers, performance characteristics, pictures/diagrams, and number available for the following:
 - 1. Supplied air system, negative air machines, HEPA vacuums, air monitoring pumps, calibration devices, pressure differential monitoring device and emergency power generating system.
 - 2. Waste water filtration system, shower system, containment barriers.
 - 3. Encapsulants, surfactants, hand held sprayers, airless sprayers, glovebags, and fire extinguishers.
 - 4. Respirators, protective clothing, personal protective equipment.
 - 5. Fire safety equipment to be used in the regulated area.
- E. Submit the name, location, and phone number of the approved landfill; proof/verification the landfill is approved for ACM disposal; the landfill's requirements for ACM waste; the type of vehicle to be used for transportation; and name, address, and phone number of subcontractor, if used. Proof of asbestos training for transportation personnel shall be provided.
- F. Submit required notifications and arrangements made with regulatory agencies having regulatory jurisdiction and the specific contingency/emergency arrangements made with local health, fire, ambulance, hospital authorities and any other notifications/arrangements.

- G. Submit the name, location and verification of the laboratory and/or personnel to be used for analysis of air and/or bulk samples. Personal air monitoring must be done in accordance with OSHA 29 CFR 1926.1101(f) and Appendix A. And area or clearance air monitoring in accordance with EPA AHERA protocols.
- H. Submit qualifications verification: Submit the following evidence of qualifications. Make sure that all references are current and verifiable by providing current phone numbers and documentation.
 - 1. Asbestos Abatement Company: Project experience within the past 3 years; listing projects first most similar to this project: Project Name; Type of Abatement; Duration; Cost; Reference Name/Phone Number; Final Clearance; Completion Date
 - 2. List of project(s) halted by owner, A/E, IH, regulatory agency in the last 3 years: Project Name; Reason; Date; Reference Name/Number; Resolution
 - 3. List asbestos regulatory citations (e.g., OSHA), notices of violations (e.g., Federal and state EPA), penalties, and legal actions taken against the company including and of the company's officers (including damages paid) in the last 3 years. Provide copies and all information needed for verification.
- I. Submit information on personnel: Provide a resume; address each item completely; copies of certificates, accreditations, and licenses. Submit an affidavit signed by the Contractor Competent Person stating that all personnel submitted below have medical records in accordance with OSHA 29 CFR 1926.1101(m) and 29 CFR 1910.20 and that the company has implemented a medical surveillance program and written respiratory protection program, and maintains recordkeeping in accordance with the above regulations.
 - 1. Contractor's IH Technician: Name; years of abatement experience; list of projects similar to this one; certificates, licenses, accreditations for proof of AHERA/OSHA specialized asbestos training; professional affiliations; number of workers trained; samples of training materials; samples of AHAP(s) developed; medical opinion; and current respirator fit test.
 - 2. Competent Person(s)/Supervisor(s): Number; names; social security numbers; years of abatement experience as Competent Person/Supervisor; list of similar projects in size/complexity as Competent Person/Supervisor; as a worker; certificates, licenses, accreditations; proof of AHERA/OSHA specialized asbestos training; maximum number of personnel supervised on a project; medical opinion (asbestos surveillance and respirator use); and current respirator fit test.
 - 3. Workers: Numbers; names; last four digits of social security numbers; years of abatement experience; certificates, licenses, accreditations; training courses in asbestos abatement and respiratory protection; medical opinion (asbestos surveillance and respirator use); and current respirator fit test.
- J. Submit copies of State license for asbestos abatement; copy of insurance policy, including exclusions with a letter from agent stating in plain language the coverage provided and the fact that asbestos abatement activities are covered by the policy; information on who provides your training, how often; who provides medical surveillance, how often; who performs and how is personal air monitoring of abatement workers conducted; a list of references of independent laboratories/IHs familiar with your air monitoring; and copies of monitoring results of the three referenced projects listed and analytical method(s) used.

- K. Rented equipment must be decontaminated prior to returning to the rental agency.
- L. Submit, before the start of work, the manufacturer's technical data for all types of encapsulants, all SDS and application instructions.

2.5.2 SUBMITTALS DURING ABATEMENT

- A. The Competent Person shall maintain and submit a daily log at the regulated area documenting the dates and times of the following: purpose, attendees and summary of meetings; all personnel entering/exiting the regulated area; document and discuss the resolution of unusual events such as barrier breeching, equipment failures, emergencies, and any cause for stopping work; representative air monitoring and results/TWA's/EL's. Submit this information when requested by the Owner/Owner's Representative and when submitting Project Close-Out/ Final Invoice to Owner.
- B. The Contractor's IH or Competent Person shall document and maintain the inspection and approval of the regulated area preparation prior to start of work and daily during work:
 - 1. Inspection and approval of the regulated area preparation prior to start of work and during work.
 - 2. Removal of any poly barriers.
 - 3. Visual inspection/testing by the Contractor' IH Technician prior to application of lockdown encapsulant.
 - 4. Packaging and removal of ACM waste from regulated area.
 - 5. Disposal of ACM waste materials; copies of Waste Shipment Records/landfill receipts and corresponding table to the Owner when submitting Project Close-Out/ Final Invoice.

2.5.3 SUBMITTALS AT COMPLETION OF ABATEMENT

The Contractor shall submit a project report consisting of the daily log book requirements and documentation of events during the abatement project including Waste Shipment Records signed by the landfill's agent. It will also include information on the containment and transportation of waste from the containment with applicable Chain of Custody forms. The report shall include a certificate of completion, signed and dated by the Contractor's IH and Competent Person. All clearance and perimeter area samples must be submitted. The Owner will retain the abatement report after completion of the project.

PART 3 - EXECUTION

3.1 PRE-ABATEMENT ACTIVITIES

3.1.1 PRE-ABATEMENT MEETING

The Owner/Owner's Representative, upon receipt, review, and substantial approval of all pre-abatement submittals and verification by the Contractor's Competent Person that all materials and equipment required for the project are on the site, will arrange for a pre-abatement meeting between the Contractor, Contractor's Competent Person(s), the Owner and Owner's Representative. The purpose of the meeting is to discuss any aspect of the submittals needing clarification or amplification and to discuss any aspect of the project execution and the sequence of the operation. The Contractor shall be prepared to provide any supplemental information/documentation to the Owner/Owner's Representative regarding any submittals, documentation, materials, or equipment. Upon satisfactory resolution of any outstanding issues, the Owner will issue an order to

proceed to the Contractor. No abatement work of any kind described in the following provisions shall be initiated prior to the Owner's order to proceed.

3.1.2 PRE-ABATEMENT INSPECTIONS AND PREPARATIONS

- A. Perform all preparatory work for the first regulated area in accordance with the approved work schedule and with this specification.
- B. Upon completion of all preparatory work, the Contractor's Competent Person will inspect the work and systems and will notify the Owner/Owner's Representative when the work is completed in accordance with this specification. The Owner's Representative may inspect the regulated area and the systems with the Contractor's Competent Person and may require that upon satisfactory inspection, the Contractor's employees perform all major aspects of the approved Work Plan, especially worker protection, respiratory systems, contingency plans, decontamination procedures, and monitoring to demonstrate satisfactory operation. The operational systems for respiratory protection and the negative pressure system shall be demonstrated for proper performance.
- C. The Contractor's Competent Person shall document the pre-abatement activities described above and deliver a copy to the Owner and Owner's Representative.
- D. Upon satisfactory inspection of the installation of and operation of systems the Owner/Owner's Representative will notify the Contractor to proceed with the asbestos abatement work in accordance with this specification and all applicable regulations.

3.1.3 PRE-ABATEMENT CONSTRUCTION AND OPERATIONS

- A. Perform all preparatory work for the first regulated area in accordance with the approved work schedule and with this specification.
- B. Upon completion of all preparatory work, the Contractor's Competent Person and Contractor's IH will inspect the work and systems and will notify the Owner when the work is completed in accordance with this specification. The Owner's Representative may inspect the regulated area and the systems with the Contractor's Competent Person and may require that upon satisfactory inspection, the abatement contractor's employees perform all major aspects of the approved Work Plan, especially worker protection, respiratory systems, contingency plans, decontamination procedures, and monitoring to demonstrate satisfactory operation. The operational systems for respiratory protection and the negative pressure system shall be demonstrated for proper performance.
- C. The Contractor's Competent Person shall document the pre-abatement activities described above and deliver a copy to the Owner.
- D. Upon satisfactory inspection of the installation of and operation of systems the Owner/Owner's Representative will notify the abatement contractor to proceed with the asbestos abatement work in accordance with this specification.

3.2 REGULATED AREA PREPARATIONS

- A. Post OSHA DANGER signs meeting the specifications of OSHA 29 CFR 1926.1101 at any location and approaches to the regulated area where airborne

concentrations of asbestos may exceed the PEL. Signs shall be posted at a distance sufficiently far enough away from the regulated area to permit any personnel to read the sign and take the necessary measures to avoid exposure. Additional signs will be posted following construction of the regulated area enclosure.

- B. Provide temporary power and lighting. Insure safe installation including GFCI of temporary power sources and equipment by compliance with all applicable electrical code and OSHA requirements for temporary electrical systems.
- C. Seal all intake and exhaust vents in the regulated area with duct tape and 2 layers of 6-mil poly. Also, seal any seams in system components that pass through the regulated area. Remove all contaminated HVAC system filters and place in labeled 6-mil polyethylene disposal bags for staging and eventual disposal as asbestos waste.
- D. The Contractor shall provide sanitary facilities for abatement personnel and maintain them in a clean and sanitary condition throughout the abatement project.
- E. The Owner will provide water for abatement purposes. The Contractor shall provide all water. The service to the shower(s) shall be supplied with backflow prevention. The Contractor shall be responsible for hot water provision to the shower(s).
- F. The Contractor shall not allow unauthorized persons into the regulated area.

3.3 CONTAINMENT COVERINGS FOR THE REGULATED AREA

3.3.1 GENERAL

Seal off the perimeter of the regulated area to completely isolate the abatement project and to contain all airborne asbestos contamination created by the abatement activities. Should the adjacent area past the regulated area become contaminated due to improper work activities, the abatement contractor shall suspend work inside the regulated area, continue wetting, and clean the adjacent areas in accordance with procedures described in these specifications. Any and all costs associated with the adjacent area cleanup shall not be borne by the OWNER.

3.3.2 PREPARATION PRIOR TO SEALING OFF

Place all materials, equipment and supplies necessary to isolate the regulated area inside the regulated area. Remove all movable material/equipment as described above and secure all unmovable material/equipment as described above. Properly secured material/equipment shall be considered to be outside the regulated area.

3.3.3 CONTROLLING ACCESS TO THE REGULATED AREA

Access to the regulated area shall be permitted only through the PDF. All other means of access shall be closed off by proper sealing and DANGER signs posted on the clean side of the regulated area where it is adjacent to or within view of any occupiable area. An opaque visual barrier of at least 4 mil poly shall be provided so that the abatement work is not visible to any building occupants. If the area adjacent to the regulated area is accessible to the public, construct a solid barrier on the public side of the sheeting for protection and isolation of the project. The barrier shall be constructed with nominal 2" x 4" (50mm x 100mm) wood or metal studs 16" (400mm) on centers, securely anchored to prevent movement and covered with a minimum of 1/2" (12.5mm) plywood. Provide an

appropriate number of OSHA DANGER signs for each visual and physical barrier. Any alternative method must be given a written approval by the OWNER's representative.

3.3.4 CRITICAL BARRIERS

The regulated area must be completely separated from the adjacent areas, and the outside by at least 2 layers of 6 mil, fire retardant poly and duct tape/spray adhesive. Individually seal all supply and exhaust ventilation openings, lighting fixtures, clocks, doorways, windows, convectors, speakers, and other openings into the regulated area with 2 layers of 6 mil fire retardant poly, and taped securely in place with duct tape/spray adhesive. Critical barriers must remain in place until all work and clearances have been completed. Light fixtures shall not be operational during abatement. Auxiliary lighting shall be provided. If needed, provide plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry/galvanized nail driven through the center of the plywood square and duct tape on the poly so as to clamp the poly to the wall/surface. Locate plywood squares at each end, corner, and 4' (1200mm) maximum on centers.

3.3.5 EXTENSION OF THE REGULATED AREA

If the regulated area barrier is breached in any manner that could allow the passage of asbestos fibers or debris, the Competent Person shall immediately stop work, continue wetting, and proceed to extend the regulated area to enclose the affected area as per procedures described in this specification. If the affected area cannot be enclosed, decontamination measures and cleanup shall start immediately. All personnel shall be isolated from the affected area until decontamination/cleanup is completed as verified by visual inspection and air monitoring. Air monitoring at completion must indicate background levels.

3.4 REMOVAL OF RACM AND ACE

3.4.1 WETTING MATERIALS

- A. Use amended water for the wetting of ACM prior to removal. The Competent Person shall assure the wetting of ACM meets the definition of "adequately wet" in the EPA NESHAP regulation for the duration of the project. A removal encapsulant may be used instead of amended water with written approval of the OWNER's representative.
- B. Amended Water: Provide water to which a surfactant has been added shall be used to wet the ACM and reduce the potential for fiber release during disturbance of ACM. The mixture must be equal to or greater than the wetting provided by water amended by a surfactant consisting one ounce of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with 5 gallons (19L) of water.

3.4.2 WET REMOVAL OF ACM OTHER THAN AMOSITE

- A. Adequately and thoroughly wet the ACM to be removed prior to removal to reduce/prevent fiber release to the air. Adequate time must be allowed for the amended water to saturate the ACM. Abatement personnel must not disturb dry ACM. Use a fine spray of amended water or removal encapsulant. Saturate the material sufficiently to wet to the substrate without causing excessive dripping. The material must be sprayed repeatedly/continuously

during the removal process in order to maintain adequately wet conditions. Removal encapsulants must be applied in accordance with the manufacturer's written instructions. Perforate or carefully separate, using wet methods, an outer covering that is painted or jacketed in order to allow penetration and wetting of the material. Where necessary, carefully remove covering while wetting to minimize fiber release. **In no event shall dry removal occur except in the case of electrical hazards or a greater safety issue is possible!**

- B. If ACM does not wet well with amended water due to coating or jacketing, remove as follows:
 - 1. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
 - 2. Remove saturated ACM in small sections. Do not allow material to dry out. As material is removed, bag material, while still wet into disposal bags. Twist the bag neck tightly, bend over (gooseneck) and seal with a minimum of three tight wraps of duct tape. Clean /decontaminate the outside of the bag of any residue and move to washdown station adjacent to W/EDF.

3.4.3 REMOVAL OF RACM CONTAMINATED SOIL AND OTHER SPECIAL PROCEDURES:

- A. Removal of contaminated soil:

When working on soil contamination, pick up all visible asbestos debris using wet methods if possible after set-up of PDF, EWDF, negative air systems as required. Perform work and decontaminate/clean-up; and complete work as required in these specifications.

3.4.4 GLOVEBAG REMOVAL PROCEDURES

GENERAL: All applicable OSHA requirements and Specification for glovebag removal shall be followed. The Contractor's Work Plan for glovebag removal shall minimally meet the above requirements.

3.5 DISPOSAL OF RACM AND ACE WASTE MATERIALS

3.5.1 GENERAL

The Owner/Owner's Representative must be notified at least 24 hours in advance of any waste removed from the containment. Dispose of waste ACM and debris which is packaged in accordance with these specifications, OSHA, EPA and DOT. The landfill requirements for packaging must also be met. Transport will be in compliance with 49 CFR 100-185 regulations. Disposal shall be done at an approved landfill. Disposal of non-friable ACM shall be done in accordance with EPA and OSHA applicable regulations.

3.5.2 PROCEDURES

- A. Asbestos waste shall be packaged and moved through the W/EDF into a covered transport container in accordance with procedures in this specification. Waste shall be double-bagged prior to disposal. Wetted waste can be very heavy. Bags shall not be overfilled. Bags shall be securely sealed to prevent accidental opening and/or leakage. The top shall be tightly twisted and goose necked prior to tightly sealing with at least three wraps of duct tape. Ensure that unauthorized persons do not have access to the waste material once it is outside the regulated area. All transport containers must be covered at all times when not in

- use. NESHAP signs must be on containers during loading and unloading. Material shall not be transported in open vehicles. If drums are used for packaging, the drums shall be labeled properly and shall not be re-used.
- B. Waste Load Out: Waste load out shall be done in accordance with the procedures in W/EDF Decontamination Procedures. Bags shall be decontaminated on exterior surfaces by wet cleaning and/or HEPA vacuuming before being placed in the second bag.
 - C. Asbestos waste with sharp edged components, i.e., nails, screws, lath, strapping, tin sheeting, jacketing, metal mesh, etc., which might tear poly bags shall be wrapped securely in burlap before packaging and, if needed, use a poly lined fiber drum as the second container, prior to disposal.
 - D. The Owner will be notified of any waste removed from the containment prior to 24 hours.

3.6 PROJECT DECONTAMINATION

3.6.1 GENERAL

The entire work related to project decontamination shall be performed under the close supervision and monitoring of Contractor's Competent Person.

3.6.2 REGULATED AREA CLEARANCE

Air testing and other requirements which must be met before release of the Abatement Contractor are specified in Final Testing Procedures.

3.6.3 WORK DESCRIPTION

Decontamination includes the cleaning and clearance of the air in the regulated area and the decontamination and removal of the enclosures/facilities installed prior to the abatement work including primary/critical barriers, PDF and EWDF facilities, and negative pressure systems.

3.6.4 PRE-DECONTAMINATION CONDITIONS

- A. Before decontamination starts, all ACM and ACE from the regulated area shall be removed, all waste collected and removed, and the secondary barrier of poly removed and disposed of along with any gross debris generated by the work.
- B. At the start of decontamination, the following shall be in place:
 - 1. Primary barriers consisting of two layers of 6 mil poly on the floor and on the walls.
 - 2. Critical barriers consisting of two layers of 6 mil poly which is the sole barrier between the regulated area and the rest of the building or outside.
 - 3. Critical barrier poly over lighting fixtures, clocks, HVAC openings, doorways, windows, convectors, speakers and other openings in the regulated area.
 - 4. Decontamination facilities for personnel and equipment in operating condition and the negative pressure system in operation.

3.6.5 CLEANING

Carry out a first cleaning of all surfaces of the regulated area including items of remaining poly sheeting, tools, scaffolding, ladders/staging by wet methods and/or HEPA vacuuming. Do not use dry dusting/sweeping/air

blowing methods. Use each surface of a wetted cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible residue from abated surfaces or poly or other surfaces. Remove all filters in the air handling system and dispose of as ACM waste in accordance with these specifications. The negative pressure system shall remain in operation during this time. Additional cleaning(s) may be needed as determined by the CPIH/VPIH/CIH..

3.7 VISUAL INSPECTION AND AIR CLEARANCE TESTING

3.7.1 GENERAL

Notify the Owner's Representative 24 hours in advance for the performance of the visual inspection and air clearance testing, if required. The visual inspection and air clearance testing, if needed, will be performed by the Contractor's Competent Person and/or Contractor's IH. The Owner's Representative and/or Owner's IH may perform visual inspection and may performed final air clearance testing, if requested by Owner.

3.7.2 VISUAL INSPECTION

The Contractor's Competent Person and Owner's Representative/IH will perform a thorough and detailed visual inspection at the end of the cleaning to determine whether there is any visible residue in the regulated area. If the visual inspection is acceptable, the Contractor's IH will perform pre-clearance sampling using aggressive clearance as detailed in 40 CFR 763 Subpart E (AHERA) Appendix A (III) (B) (7) (d). If the sampling results show values below 0.01 f/cc, then the Contractor shall notify the Owner's Representative of the results with a brief report documenting the inspection and sampling results and a statement verifying that the regulated area is ready for lockdown encapsulation. The Owner reserves the right to utilize their own IH to perform a pre-clearance inspection and testing for verification.

3.7.3 AIR CLEARANCE TESTING

- A. After an acceptable visual inspection by the Owner's Representative/IH, the Contractor's IH will perform the final testing in accordance with Michigan Public Act 135 of 1986. If the release criteria are not met, the Abatement Contractor shall repeat the final cleaning and continue decontamination procedures. Additional inspection and testing will be done at the expense of the Abatement Contractor.
- B. If release criteria are met, proceed to perform the abatement closeout and to issue the certificate of completion in accordance with these specifications.

3.7.4 AIR CLEARANCE PROCEDURES

- A. Contractor's Release Criteria: Work in a regulated area is complete when the regulated area is visually clean and airborne fiber levels have been reduced to or below 0.01 f/cc, as measured by PCM methods, if required.
- B. Final Clearance Sampling: If required, the VPIH will secure samples and analyze them according to the NIOSH 7400 method. Samples must be confirmed at an AIHA accredited laboratory if samples are analyzed on-site.

3.7.5 CLEARANCE SAMPLING USING PCM

- A. If required, and after the Contractor has provided clearance monitoring, the Owner's IH may perform background, adjacent area, and regulated area

samples during construction, and clearance samples as directed by the Owner.

- B. The NIOSH 7400 method will be used for clearance sampling with a minimum collection volume based on a fiber density of 100 to 1300 fibers/sq.mm, (0.79 - 10.2 fibers/field) and a minimum detection limit of 0.005 f/cc or less.

3.8 ABATEMENT CLOSEOUT AND CERTIFICATE OF COMPLIANCE

3.8.1 COMPLETION OF ABATEMENT WORK

After thorough decontamination, seal negative air machines with 2 layers of 6 mil poly and duct tape to form a tight seal at the intake/outlet ends before removal from the regulated area. Complete asbestos abatement work upon meeting the regulated area visual and air clearance criteria and fulfilling the following:

- A. Remove all equipment and materials from the project area.
- B. Dispose of all packaged ACM waste as required.
- C. Repair or replace all interior finishes damaged during the abatement work, as required.
- D. Fulfill other project closeout requirements as required in this specification.

3.8.2 CERTIFICATE OF COMPLETION BY CONTRACTOR

The Contractor Competent Person and Contractor's IH shall complete and sign the "Certificate of Completion" in accordance with Attachment 1, at the completion of the abatement and decontamination of the regulated area.

3.8.3 WORK SHIFTS

All work shall be done during administrative hours (7:00 AM to 6:30 PM) Monday -Friday excluding Federal Holidays. Any change in the work schedule must be approved in writing by the Owner.

ATTACHMENT #1

CERTIFICATE OF COMPLETION

DATE: _____ GCLBA Project #: _____

PROJECT NAME: _____ Abatement Contractor: _____

ADDRESS: _____

1. I certify that I have personally inspected, monitored and supervised the abatement work of (specify regulated area or Building):
which took place from / / to / /
2. That throughout the work all applicable requirements/regulations and the specifications were met.
3. That any person who entered the regulated area was protected with the appropriate personal protective equipment and respirator and that they followed the proper entry and exit procedures and the proper operating procedures for the duration of the work.
4. That all employees of the Contractor engaged in this work were trained in respiratory protection, were experienced with abatement work, had proper medical surveillance documentation, were fit-tested for their respirator, and were not exposed at any time during the work to asbestos without the benefit of appropriate respiratory protection.
5. That I performed and/or supervised all inspection and testing specified and required by applicable regulations and specifications.
6. That the conditions inside the regulated area were always maintained in a safe and healthy condition and the maximum fiber count never exceeded 0.5 f/cc, except as described below.
7. That all abatement work was done in accordance with OSHA and EPA requirements and the manufacturer's recommendations.

Contractor's _____ IH
Signature/Date:.....
.....

Contractor's _____ IH
Name:.....
.....

Abatement _____ Contractor
Signature/Date:.....
.....

Abatement _____ Contractor _____ Print
Name:.....
.....

ATTACHMENT #2

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: _____ DATE: _____

PROJECT ADDRESS: _____

ABATEMENT CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS CAN BE HAZARDOUS TO YOUR HEALTH. INHALING ASBESTOS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCERS. IF YOU SMOKE AND INHALE ASBESTOS FIBERS, YOUR CHANCES OF DEVELOPING LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the owner for the above project requires that: You must be supplied with the proper personal protective equipment including an adequate respirator and be trained in its use. You must be trained in safe and healthy work practices and in the use of the equipment found at an asbestos abatement project. You must receive/have a current medical examination for working with asbestos. These things shall be provided at no cost to you. By signing this certificate you are indicating to the owner that your employer has met these obligations.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators and have been informed of the type of respirator to be used on the above indicated project. I have a copy of the written Respiratory Protection Program issued by my employer. I have been provided for my exclusive use, at no cost, with a respirator to be used on the above indicated project.

TRAINING COURSE: I have been trained by a third party, State/EPA accredited trainer in the requirements for an AHERA/OSHA Asbestos Abatement Worker training course, 32 hours minimum duration. I currently have a valid State accreditation certificate. The topics covered in the course include, as a minimum, the following:

- Physical Characteristics and Background Information on Asbestos
- Potential Health Effects Related to Exposure to Asbestos
- Employee Personal Protective Equipment
- Establishment of a Respiratory Protection Program
- State of the Art Work Practices
- Personal Hygiene
- Additional Safety Hazards
- Medical Monitoring
- Air Monitoring
- Relevant Federal, State and Local Regulatory Requirements, Procedures, and Standards
- Asbestos Waste Disposal

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, occupational history, pulmonary function test, and may have included a chest x-ray evaluation. The physician issued a positive written opinion after the examination.

Signature: _____

Printed Name: _____

Social Security Number: _____

ATTACHMENT #3

AFFIDAVIT OF MEDICAL SURVEILLANCE, RESPIRATORY PROTECTION, AND TRAINING/ACCREDITATION

GCLBA PROJECT NAME AND NUMBER: _____

Work Site Address: _____

ABATEMENT CONTRACTOR'S NAME AND ADDRESS: _____

1. I verify that the following individual

Name: _____ Social Security Number: _____

who is proposed to be employed in asbestos abatement work associated with the above project by the named Abatement Contractor, is included in a medical surveillance program in accordance with 29 CFR 1926.1101(m), and that complete records of the medical surveillance program as required by 29 CFR 1926.1101(m) (n) and 29 CFR 1910.20 are kept at the offices of the Abatement Contractor at the following address.

Address: _____

2. I verify that this individual has been trained, fit-tested and instructed in the use of all appropriate respiratory protection systems and that the person is capable of working in safe and healthy manner as expected and required in the expected work environment of this project.

3. I verify that this individual has been trained as required by 29 CFR 1926.1101(k). This individual has also obtained a valid State accreditation certificate. Documentation will be kept on-site.

4. I verify that I meet the minimum qualifications criteria of the OWNER's specifications for a CPIH.

Signature of Contractor's Competent Person: _____ Date: _____

Printed Name of Contractor's Competent Person: _____

Signature of Contractor: _____ Date: _____

Printed Name of Contractor: _____

ATTACHMENT #4

ABATEMENT CONTRACTOR/COMPETENT PERSON(S) REVIEW AND ACCEPTANCE OF THE OWNER'S ASBESTOS SPECIFICATIONS

Project Location: _____

Project #: _____

Project Description: _____

This form shall be signed by the Contractor's Owner and the Contractor's Competent Person(s) prior to any start of work. If the Contractor's/Competent Person(s) has not signed this form, they shall not be allowed to work on-site.

I, the undersigned, have read Owner's Asbestos Specification regarding the asbestos abatement requirements. I understand the requirements of the Owner's Asbestos Specification and agree to follow these requirements as well as all required rules and regulations of OSHA/EPA/DOT and State/Local requirements. I have been given ample opportunity to read the Owner's Asbestos Specification and have been given an opportunity to ask any questions regarding the content and have received a response related to those questions. I do not have any further questions regarding the content, intent and requirements of the Owner's Asbestos Specification.

At the conclusion of the asbestos abatement, I will certify that all asbestos abatement work was done in accordance with the Owner's Asbestos Specification and all ACM was removed properly and no fibrous residue remains on any abated surfaces.

Abatement Contractor Owner's Signature _____ Date _____

Abatement Contractor Competent Person(s) _____ Date _____

- - END- - -

SECTION 02 84 00
REGULATED/SPECIAL WASTE REMOVAL

PART 1 - GENERAL

1.1 DESCRIPTION:

This section specifies the removal, characterization, containerization, labeling, transportation, and disposal of Regulated/Special Wastes including, but not limited to: Hazardous Wastes, Universal Wastes, PCB Wastes, Used Oil, Liquid Industrial Wastes, and Scrap Tires. Contractor shall comply with Contract Documents/Specifications, Asbestos/Hazardous Material survey and all applicable regulations, rules, laws, and ordinances of the State of Michigan, and all other authorities having jurisdiction including, but not limited to the U.S. Environmental Protection Agency (EPA), the Michigan Department of Environmental Quality (MDEQ), Michigan Occupational Safety and Health Administration (MIOSHA).

1.2 WORK INCLUDED:

- A. Contractor to provide all labor, materials, and equipment to containerize, label, characterize, transport, and dispose of all regulated/special wastes at the Site, including those identified in the Asbestos and Regulated Material Survey completed by ATC. The Contractor shall inspect the Site to make determination as to the amount and types of Regulated/Special wastes. No payment adjustments in excess of the quantities identified in the hazardous materials survey shall be made by the owner without prior written authorization.
- B. Contractor to assume that painted surfaces at the Site contain Lead, Cadmium, and/or Chromium. All Work shall be performed in accordance with applicable State and Federal rules and regulations to ensure protection of workers and the environment.
- C. Contractor is responsible for the waste characterization of all waste streams.
- C. Regulated/Special Wastes include, but are not limited to:
 - PCB Containing/Contaminated Transformers, Capacitors and Ballasts;
 - Chlorofluorocarbons (CFC) Containing Equipment;
 - Mercury Containing Equipment/Devices;
 - Miscellaneous Chemicals/Products;

- Fire Extinguishers;
- Oils and Dielectric fluids;
- Compressed Gas Cylinders;
- Unknown solid or liquid waste materials;
- Hazardous/regulated building materials;
- Hazardous /regulated demolition debris;
- Hazardous/contaminated soils; and
- Hazardous/contaminated aqueous solutions (including groundwater).

1.3 RELATED WORK:

- A. Demolition: Section 02 83 00;
- B. Safety Requirements: Section 01 35 26;
- C. General Requirements: Section 01 00 00;
- D. Asbestos Abatement Hazardous/Regulated Material Removal for Total Demolition: Section 02 82 13.41;
- F. Temporary Environmental Controls: Section 01 57 19;
- G. Construction Waste Management: Section 01 74 19;
- H. Project Schedule: Section 01 32 16;
- I. Shop Drawings, Product Data, and Samples: Section 01 33 23;
- J. General Requirements: 01 00 00;
- K. Hydraulic Hoist Removal: 32 12 01.

1.4 REFERENCE STANDARDS:

- A. Federal:
 - Resource Conservation and Recovery Act (RCRA), 40CFR, Parts 260-279;
 - Department of Transportation, 49 CFR Parts 100-199;
 - Toxic Substance Control Act (TSCA), 40 CFR, Part 76;
 - Occupational Safety and Health Act (OSHA), 29 CFR, Part 1926.
- B. State:
 - Natural Resource and Environmental Protection Act (NREPA), PA 451:
 - Part 169 (Scrap Tires);
 - Part 121 (Liquid Industrial Wastes);
 - Part 111 (Hazardous Waste);
 - Part 167 (Used Oil);
 - Part 147 (PCBs);
 - Part 171 (Battery Disposal)
 - Part 31 (Wastewater); and

- o Part 55 (Air Pollution Control).

1.5 GLOSSARY:

- o Municipal Solid Waste - are non-hazardous waste materials that do not require MDEQ licensing requirements for haulers/transporters, do not require generating site to have Site Identification Number and are not required to be transported and disposed utilizing a Uniform Hazardous Waste Manifest (excluding Scrap Tires and Universal Wastes).
- o Regulated/Special Waste - Include, but are not limited to: Scrap Tires, Universal Wastes (Batteries, Mercury Containing Equipment, Lamps, and Consumer Electronics), Liquid Wastes, TSCA Wastes, and RCRA Hazardous Wastes.
- o Characterization - Sampling and analysis of waste material to determine waste transportation and disposal requirements (to be performed by (Contractor)).

1.6 SUBMITTALS

A. Work Plan

- a. Within ten (10) days of Contract Award, Contractor to provide Work Plan. Work Plan shall contain the following information:
 - List of all Regulated/Special wastes identified at the site;
 - Names and Addresses of proposed Subcontractor to be utilized to accomplish the Work.
 - Means and Methods that will be utilized to properly characterize, containerize, label, transport and dispose of each of the Regulated/Special wastes;
 - Names and Addresses of proposed disposal facilities.

B. Waste Profiles

- a. Contractor to provide copies of all waste characterization analytical results and waste profiles to Owner/Owner's Representative for review and signatures. The Owner/Owner's Representative must be provided 72 hours advance notice that review of profiles and signatures are required.

C. Manifests

- a. Contractor to provide completed manifest to Owner/Owner's Representative for review and signature 72 hours in advance of waste shipment. Any transportation delays due to Owner/Owner's Representative review and signature will be at no cost to Owner.

D. Project Close-Out/Payment Request Application

- a. Include with final Payment Request Application the following:
 - Contractor to provide summary table for all materials removed from site including: type of material, type of container, waste code, dates materials was shipped, manifest numbers, quantities of materials shipped and name and address of receiving facility. Include copies of all

associated analytical results, waste profiles, manifests/bill of lading.

PART 2 – PRODUCTS

2.1 CONTAINERS

A. Contractor to provide appropriate MDOT shippable containers for all wastes identified, Including but not limited to:

- Roll-offs shall be open topped and rectangle in shape. Roll-offs shall be in a structurally sound condition to prevent release of the contents during transportation. Roll-offs shall be equipped with tarpaulins and associated metal supports along the length of the roll-off.
- Holding tanks to manage, store and dispose all generated liquids in accordance with applicable local, state, and federal requirements. Holding tank(s) should be sized appropriately to prevent down time due to insufficient storage capacity. All holding tanks shall be provided with suitable leak-tight, secondary containment with a minimum capacity of 110% of the single largest contained holding tank and be constructed with materials compatible with the constituents to be stored.
- All other containers should be suitable for the type of waste material being transported and comply with all applicable regulations.

B. Contractor to provide all required PPE.

C. Contractor to provide all applicable labels.

2.2 Vehicle Requirements:

A. Vehicles and storage containers used for the transport of materials shall meet all Michigan Department of Transportation requirements.

B. Properly affix license plates on the truck and maintain visible license plates at all times.

C. Display proper placards and cover and remove extraneous or incorrect placards prior to the truck departing the Site.

D. Display or have applicable licensure readily available for verification by the Owner/Owner's Representative.

E. Drivers must remain in the truck at all times, unless they are wearing the correct personal protective equipment required for the Site.

F. The Owner/Owner's Representative reserves the right to reject vehicles that are not properly equipped, at no additional cost to the Owner.

PART 3 – EXECUTION

3.1 WASTE SAMPLING CHARACTERIZATION, PROFILING AND MANIFESTING

A. Contractor is responsible for the sampling and waste characterization of all waste streams.

B. Contractor shall be responsible for representative sample collection of waste materials. Samples shall be collected, placed in appropriate

sample container, and submitted under chain of custody to nationally accredited laboratory for appropriate waste characterization analysis as required by receiving TSDF and in accordance with state and federal rules and regulations.

- C. Disposal facilities for waste materials will be identified prior to disposal by the Contractor. This will include estimated quantities and a breakdown by class of disposal facility, if appropriate (i.e. hazardous waste disposal facility, solid waste landfill). The Contractor shall be responsible for obtaining necessary approvals from the disposal facilities, consistent with all applicable regulations. The off-site facilities must be approved by the Owner/Owner's Representative prior to disposal of any materials.
- D. The Contractor will obtain approval from the Owner/Owner's Representative for disposal of waste material Subsequent to TSDF approval, the Contractor shall prepare all documentation required to document transportation of residual waste from the site, (i.e. bills of lading or load tickets for Type II disposal, Uniform Hazardous Waste Manifests) for review and approval of the Owner/Owner's Representative. The Owner or Owner's Representative (on behalf of the Owner) must sign Uniform Hazardous Waste Manifests. Contractor to provide manifest 72 hours in advance of shipment for Owner/Owner's Representatives' review and signature.
- E. Prior to waste transportation, all of the established pre-transport requirements shall be met. The wastes shall be transported by a certified waste transporter (i.e., the transporter 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 OWNER/Owner Representative (on behalf of Owner).
- F. Waste Materials that do not exhibit the characteristics of hazardous waste (i.e., ignitability, corrosivity, reactivity, or TCLP toxicity) shall be disposed at an approved, licensed Type II landfill. Contaminated residual soils or materials that are characteristically hazardous shall be disposed in an approved, licensed hazardous waste facility. The Contractor shall employ only transporters that are licensed by the State of Michigan to transport hazardous material from the subject property.

- G. Provide the Owner and Owner's Representative with manifests, certificates, and other such evidence as may be required by Federal, State, and local 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, a copy of the manifest shall be provided to the Owner/Owner's Representative.

3.2 REMOVAL, CHARACTERIZATION, CONTAINERIZATION, LABELING, TRANSPORTATION AND DISPOSAL

A. PCB Containing/Contaminated Transformers and Capacitors:

Contractor shall collect dielectric fluid samples from pad/pole mounted transformers. Samples shall be submitted to Owner/ Owner Representative approved laboratory for PCB analysis. If analytical results indicate, the presence of PCBs Contractor shall containerize PCB containing/contaminated dielectric fluid and transformer "Carcass", label, transport, and dispose of fluid and carcass in accordance with State and Federal regulations. If laboratory results do not indicate the presence of detectable levels of PCB's, Contractor shall dispose of dielectric fluid and recycle or dispose of transformer carcass.

B. Light Ballasts:

Contractor shall inspect each ballast for signs of leakage and for manufacturer label with following designation "No PCBs" or "Non-PCB". Non-leaking ballasts that are not labeled "No PCB" or "Non-PCB" by manufactures shall be assumed to contain PCBs, and shall be placed in steel, 55 gallon, open-top drums, labeled, transported and disposed in accordance with State and Federal regulations. Leaking PCB ballasts shall be segregated from non-leaking ballast, and shall be placed in 55 gallon, open-top drums, appropriately labeled, transported and disposed in accordance with applicable State and Federal rules and regulation.

C. CFC Containing Equipment:

Contractor shall utilize a Certified CFC Technician to recover CFC's from equipment. Certified CFC Technician shall affix a "Tag" to equipment, which denotes the following: Date CFC's were recovered; name of CFC recovery company; and name of CFC recovery technician with certification number. Additionally, CFC Technician shall provide Contractor with Certificate of CFC Recovery, denoting date CFC recovery was completed, equipment identification number (Model number and/or

Serial number), Name of CFC recovery Company, Name of CFC Technician, type and quantity of CFC recovered. CFC recovery information shall be submitted to Owner at project close-out.

D. Mercury Containing Equipment:

a. High intensity discharge lamps and fluorescent light bulbs:

- Contractor shall remove all lamps/bulbs regardless of the estimated quantities provided in the Hazardous Materials Survey Report.
- Contractor shall be responsible for the removal of all regulated lamps and bulbs from the Site. All lamps and bulbs shall be carefully removed from the fixtures and placed in appropriate sized shipping containers (boxes and/or fiber drums) equipped with dividers to minimize potential for breakage. Containers shall be properly labeled for transportation and disposal/recycling.
- Intact lamps may be disposed of under Universal Waste rules. Contractor must use all precautions when handling lamps to avoid accidental breakage. Broken lamps cannot be disposed of as Universal waste. Should accidental breakage of lamps occur, the lamp debris shall be collected, placed in appropriate container, labeled for transportation and disposal/recycling.

b. Mercury Containing Switches:

- Carefully remove mercury switch from equipment/device.
- Intact mercury switches can be disposed under Universal Waste rules. Place intact mercury switches in impervious, MDOT approve shipping containers. Containers shall be properly labeled for transportation and disposal/recycling. If mercury containing switch is broken during removal. At no cost to Owner, Contractor must conduct mercury clean-up in accordance with State and Federal Regulations and dispose of mercury, debris and PPE in accordance with State and Federal regulations.

E. Batteries:

Contractor shall collect, containerize, transport and dispose/recycle batteries, in accordance with State and Federal Regulations.

F. Fire Extinguishers:

Contractor shall collect all chemical fire extinguisher. Chemical fire extinguishers shall be containerized and transported in a manner that minimizes the potential for discharge. Fire Extinguishers shall be disposed or recycled in accordance with State and Federal regulations.

G. Miscellaneous Chemical Products:

Contractor shall collect all miscellaneous chemical products. Containers that are intact and empty can be disposed of as Municipal Solid Waste. Liquid containing containers, miscellaneous chemicals, and other hazardous materials banned from landfill disposal are present at the site, including those identified in the Hazardous Materials Survey Report. Contractor shall remove, containerize, transport and dispose of all liquid filled containers, miscellaneous chemicals, and other hazardous materials in accordance with State and Federal regulations.

H. Oil Containing Equipment

Oil-Containing equipment/machinery including, but not limited to: compressors, hydraulic hoists, and motors may be present at the site. Contractor shall remove all oil filled equipment including those provided in the Hazardous Materials Survey Report. 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 waste characterization analytical results, transportation and disposition to a licensed reclamation/disposal facility. Upon removal of all free-flowing oil and receipt of analytical results, equipment will be released by the Owner for disposition/recycling.

I. Scrap Tires

Contractor shall collect, transport and dispose of all scrap tires at the Site in accordance with State scrap tire rules and regulations. A copy of the Scrap Tire Transportation Record signed by the "SCRAP TIRE END USER/PROCESSOR/DISPOSER" shall be submitted to the Owner with other specified project close-out/final payment request documentation.

3.3 SPILL RESPONSIBILITY

- A. The Contractor is responsible for cleaning up all the leaks and spills from drums, small containers, or other items that occur because of the CONTRACTOR'S negligence. Immediate containment actions shall be taken as necessary to minimize the impacts to environment. Notify the Owner/Owner's Representative and appropriate governmental authorities

of the incident. Cleanup shall be in accordance with applicable Federal, State, and local laws and regulations and spill plan at no additional cost to the OWNER.

- - - E N D - - -

DIVISION 31
EARTHWORK

SECTION 31 20 00
EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. This section specifies the requirements for furnishing all equipment, materials, labor, tools, and techniques for earthwork including, but not limited to, the following:

1. Site preparation.
2. Excavation.
3. Filling and backfilling.
5. Grading.
6. Soil Disposal.
7. Clean Up.

1.2 DEFINITIONS:

A. Unsuitable Materials:

1. Fills: Topsoil; frozen materials; construction materials and materials subject to decomposition; clods of clay and stones larger than 3 inches; organic material, including silts, which are unstable; and inorganic materials, including silts, too wet to be stable and any material with a liquid limit and plasticity index exceeding 40 and 15 respectively. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction, as defined by ASTM D698, 1557, AASHTO T 99, T 180.
2. Pulverized building materials or debris shall not be used as fill materials.
3. Manufactured Soils.
4. Backfill materials whose source is from Industrial Sites, Known Sites of Environmental Contamination (Gas Stations, Dry Cleaners, etc.) Dredge Sites and Other Sources of known or suspected contamination.
5. Any material not approved by Owner/Owner's Representative.

B. Site Earthwork: Earthwork operations required on entire Work Site.

C. Degree of compaction: Degree of compaction is expressed as a percentage of maximum density obtained by laboratory test procedure. This percentage of maximum density is obtained through use of data provided

from results of field test procedures presented in ASTM D1556, ASTM D2167, and ASTM D6938.

- D. Fill: Satisfactory soil materials used to raise existing grades. In the Construction Documents, the term "fill" means fill or backfill as appropriate.
- E. Backfill: Owner Approved Soil materials used to fill an excavation.
- F. Unauthorized excavation: Removal of materials beyond indicated sub-grade elevations or indicated lines and dimensions. No payment will be made for unauthorized excavation or remedial work required to correct unauthorized excavation.
- G. Authorized additional excavation: Removal of additional material authorized by the Owner
- H. Structure: Buildings, foundations, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Borrow: Soil imported from off-site for use as fill or backfill (requires Owner approval, prior to bringing to Work Site).
- J. Sub-base Course: Layer placed between the sub-grade and base course for asphalt paving or layer placed between the sub-grade and a concrete pavement or walk.
- K. Utilities include on-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.
- L. Debris: Debris includes all materials located within the designated work area (Work Site) not covered in the other definitions and shall include but not be limited to items like vehicles, equipment, appliances, building materials or remains thereof, tires, any solid or liquid chemicals, or products stored or found in containers or spilled on the ground.
- M. Contaminated soils: Soil that contains contaminates.
- N. SUITABLE BACKFILL MATERIALS
 - 1. MDOT Class II, granular or I fill from commercial aggregate source (Licensed Sand Pit)
 - 2. Any suitable fill material obtained from off-site sources shall be free from contamination, shall meet specific environmental and quality assurance requirements, and be approved by Owner. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants prior to bringing on site.

1.3 RELATED WORK:

- A. Earthwork: Section 31 20 00;
- B. Safety Requirements: Section 01 35 26;
- C. General Requirements: Section 01 00 00;
- D. Temporary Environmental Controls: Section 01 57 19;
- E. Construction Waste Management: Section 01 74 19;
- F. Project Schedule: Section 01 32 16;
- G. Shop Drawings, Product Data, and Samples: Section 01 33 23;
- H. General Requirements: 01 00 00; and
- I. Planting: 32 90 00.

1.4 CLASSIFICATION OF EXCAVATION:

- A. Unclassified Excavation: Removal and disposal of pavements and other man-made obstructions; utilities, and other items including underground structures indicated to be demolished and removed; together with any type of materials regardless of character of material and obstructions encountered.

1.5 MEASUREMENT AND PAYMENT FOR EXCAVATION:

- A. Measurement: The unit of measurement for excavation and backfill is Lump Sum.

1.7 SUBMITTALS:

- A. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLE Results:
 - 1. Contactor shall furnish Work Plan, As-Built Drawing(s)
 - 2. Backfill and Borrow soil samples analytical reports and Backfill Material Certification.
 - 3. Backfill and Borrow Soil
 - a. Classification in accordance with ASTM D2487 for each on-site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
 - b. Laboratory compaction curve in accordance with ASTM D698, D1557 AASHTO T 99, T 180 for each on site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
 - c. Test reports for compliance with ASTM D2940 requirements for subbase material.

- d. Pre-excavation photographs in the vicinity of the existing structures to document existing site features, including surfaces finishes, cracks, or other structural blemishes that might be misconstrued as damage caused by earthwork operations.
- B. Contractor must provide the following deliverables that backfill materials are below MDEQ Part 201 GRCC and within target Quality Assurance parameters as outlined above. Deliverables should include at a minimum:
 1. Statement of Certification from Contractor including, but not limited to: backfill material type; location of material, including address and name; homogeneous nature of material, no evidence of environmental contamination, and that material meets backfill specifications as described in the Contract Documents. Certification should include all lab results from soil samples collected for backfill materials.
 2. Certification Form per material, for approval by Owner/Owner's Representative upon review of the above identified deliverable.
 3. A site map and aerial photograph depicting the location of the source material origin and a sample location map.
 4. Provide Owner/Owner's Representative with the above Quality Control Reports at least ten (10) working days in advance of delivery to project site. The Owner/Owner's Representative 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 Owner's written approval.
 5. 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.
 6. 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:
 - a. a certification by the Owner or Owner's Representative of any Request for Payment or final payment;
 - b. the issuance of a Substantial Completion certificate;

- c. any payment by the Owner to the Contractor;
 - d. any Partial Use;
 - e. any act of acceptance by the Owner or any failure to do so;
 - f. any review and approval of a Shop Drawing, sample, test procedure or other Submittal;
 - g. any review of a Progress Schedule;
 - h. any On-Site Inspection;
 - i. any inspection, test or approval;
 - j. any issuance of a notice of acceptability by the Owner or Owner's Representative; or
 - k. any correction of defective Work or any completion of Work by the Owner/Owner's Representative.
8. Due to any independent inspection or testing performed by the Owner/Owner's Representative, 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.
9. If the Contractor covers any Work without proper approval by the Owner/Owner's Representative as required by the Contract Documents, the Contractor must, at its own expense, uncover, expose, or otherwise make available, when requested by the Owner/Owner's Representative, for testing, inspection or approval of the covered Work.
10. Examples and templates for certification forms and statements are provided in the Bid/Contract Documents and are available from the OWNER.

1.8 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.

B. American Association of State Highway and Transportation Officials
(AASHTO) :

- T99-10.....Standard Method of Test for Moisture-Density
Relations of Soils Using a 2.5 kg (5.5 lb)
Rammer and a 305 mm (12 inch) Drop
- T180-10.....Standard Method of Test for Moisture-Density
Relations of Soils using a 4.54 kg (10 lb)
Rammer and a 457 mm (18 inch) Drop

C. American Society for Testing and Materials (ASTM) :

- C33-03.....Concrete Aggregate
- D448-08.....Standard Classification for Sizes of Aggregate
for Road and Bridge Construction
- D698-07e1.....Standard Test Method for Laboratory Compaction
Characteristics of Soil Using Standard Effort
(12,400 ft. lbf/ft³ (600 kN m/m³))
- D1140-00.....Amount of Material in Soils Finer than the No.
200 (75-micrometer) Sieve
- D1556-07.....Standard Test Method for Density and Unit
Weight of Soil in Place by the Sand Cone Method
- D1557-09.....Standard Test Methods for Laboratory Compaction
Characteristics of Soil Using Modified Effort
(56,000 ft-lbf/ft³ (2700 kN m/m³))
- D2167-08.....Standard Test Method for Density and Unit
Weight of Soil in Place by the Rubber Balloon
Method
- D2487-11.....Standard Classification of Soils for
Engineering Purposes (Unified Soil
Classification System)
- D2940-09.....Standard Specifications for Graded Aggregate
Material for Bases or Subbases for Highways or
Airports
- D6938-10.....Standard Test Method for In-Place Density and
Water Content of Soil and Soil-Aggregate by
Nuclear Methods (Shallow Depth)

D. Michigan Department of Environmental Quality:

- PA 451, Part 201Environmental Remediation

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. General: Provide borrow soil material or granular fill.
- B. Fills: Material in compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material approved from on site or off site sources having a minimum dry density of 110 pcf, a maximum Plasticity Index of 15, and a maximum Liquid Limit of 40.
- C. Engineered Fill: Naturally graded mixture of compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups, or as approved by the Engineer or material with at least 90 percent passing a 1 1/2-inch sieve and not more than 12 percent passing a No. 200 sieve, per ASTM D2940;.
- D. Granular Fill: Class II: Course sands and gravels with maximum particle size of 1.5 inches, including various graded sands and gravels containing small percentages of fines, generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SW, and SP are included in this class as specified in ASTM D2487, granular fill shall
- E. Requirements for Offsite Soils:
 - 1. Testing requirements and certification for borrow backfill materials (i.e. sandy loam fill, clay, topsoil) will differ based on the source site Category. Source site categories are defined as follows:
 - a. Category 1: Virgin (Native) Commercial Borrow and Sand/Gravel Pit Sites;
 - b. Category 2: Commercial, Utility, and Road Construction Sites; Commercial Landscape Yards, Agricultural Sites, Amended Topsoil;
 - c. Category 3: Industrial, Known Sites of Environmental Contamination (Gas Stations, Dry Cleaners, etc.) Dredge Sites, and Other.
 - 2. SAMPLING REQUIREMENTS BY CATEGORY
Contractor must receive approval from the Owner/Owner's Representative 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:

a. Category 1 and Category 2 Source Sites

For each of the backfill materials, the Contractor shall furnish a Certification to the Owner/Owner's Representative, for each source location stating the following:

- The origin of the backfill material and address location.
- Affirm no evidence of known or suspected sources of environmental contamination that may have impacted proposed backfill materials.
- 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.
- Certifies that all information submitted complete and accurate,
- Certify that the soil samples were collected by a qualified and knowledgeable individual and identify that individual,
- Certify that samples were collected and analyzed in accordance with methods approved by the USEPA SW-846 and/or MDEQ PA 201
- Certify that the soil samples are representative of the entire material proposed for use at the Owner's properties.
- Collection of the following discrete soil samples representative of the backfill material to be imported:
 - i. Category 1 Source Site
 - One (1) representative Environmental Sample for analyses identified below per site per year, and
 - One (1) representative Quality Assurance sample for analyses identified below, per site per year.
 - ii. Category 2 Source Site
 - One (1) representative Environmental Samples for analyses identified below per 5,000 cubic yards of material.
 - One (1) representative Quality Assurance sample for analyses identified below, 5,000 cubic yards of material.

- Complete laboratory analyses as described below for each soil sample collected.
- For Category II Source Sites provide the volume of the source material.
- Provide a scaled site map or aerial photograph depicting the source material origin and sample location(s).
- Prepare a complete deliverable package as described below.

b. 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 Owner.

- For Category 3 Source Sites, Contractors shall retain a Qualified Environmental Professional to conduct an independent evaluation of the proposed backfill material and propose a Work Plan to the Owner/Owner's Representative in advance of sampling and testing. Sampling frequency, methodology, and strategy must be detailed and designed to demonstrate that the proposed backfill materials meet Michigan Department of Environmental Quality (MDEQ) Part 201 Cleanup Criteria for Unrestricted Residential use. After work plan review and approval by the Owner/Owner's Representative, 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.

3. ENVIRONMENTAL SAMPLE PARAMETERS

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

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

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

- Acceptable target ranges for environmental testing will be as follows:

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

TDL - Target Detection Limit (Please note any detection in laboratory report for further evaluation by Owner/Owner's Representative)

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

4. SAMPLE COLLECTION METHODOLOGIES

The Owner encourages Contractors to use Environmental Professionals to perform soil sampling; thereby ensuring that Contract Document requirements are strictly adhered. The Owner 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:

- 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.
- Transfer the discrete grab sample into an appropriate sample container. Secure the cap tightly. Methanol preservation of soils (EPA Method 5035) is required for volatile organic compound analysis.
- Label and tag the sample containers, and record appropriate data on soil sample data sheets (depth, location, color, and other observations).
- 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.
- 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.

D. TOP SOIL

Topsoil and Amended Topsoil:

- a. Six (6) inches of screened top soil must be applied to Site. (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.
 - a. Topsoil shall be sourced from a clean borrow source or supplier and approved by Owner/Owner's Representative.
 - b. Topsoil consisting of Friable Sandy Loam that can be pulverized under normal hand pressure may also be acceptable.
 - c. Topsoil consisting of Sandy Clay Loams with the lowest possible clay proportion may also be acceptable.
 - d. Conforming to ASTM D2487 Group Symbol SM.
 - e. Free of roots, rocks larger than ½-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other man-made items).
 - f. 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.
2. Topsoil shall not be overly compacted.
3. Acceptable target ranges for Topsoil will be as follows:

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

PART 3 - EXECUTION

3.1 SITE PREPARATION:

- A. Clearing: Clear within limits of earthwork operations. Work includes removal of trees (less than 5 inches in diameter), shrubs, fences, foundations, incidental structures, paving, debris, trash, and other obstructions. Remove materials from Work Site.
- B. Grubbing: Remove stumps and roots 3 inch and larger diameter. Undisturbed sound stumps, roots up to 3 inch diameter, and nonperishable solid objects below subgrade.
- C. Trees and Shrubs: Trees and shrubs, may be removed from areas within 15 feet of building when removal is required to accomplish Work.
- D. Stripping Topsoil: Strip topsoil from within limits of earthwork operations. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials, from soil as it is stockpiled. Remove foreign materials larger than 2 inches in any dimension from topsoil used in final grading. Topsoil work, such as stripping, stockpiling, and similar topsoil work shall not, under any circumstances, be carried out when soil is wet so that the composition of the soil will be destroyed.
- E. Grades:
 - 1. Grades shall conform to elevations immediately adjacent to Work Site. Generally grades shall be established to provide a smooth surface, free from irregular surface changes. Grading shall comply with compaction requirements.
 - 2. Contractor will be responsible for any additional cut and/or fill required to ensure that site is graded to conform to elevations indicated.
 - 3. Finish grading is specified in Section 32 90 00, PLANTING.
- G. Disposal: All materials removed from the property shall be disposed of at a legally, Owner approved disposal site, for the specific materials, and all removals shall be in accordance with all applicable Federal, State and local regulations. No burning of materials is permitted onsite.

3.2 EXCAVATION:

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope, its angle of repose, banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities.
1. Design of the temporary support of excavation system is the responsibility of the Contractor. The Contractor shall submit Shoring and Sheet piling plan in Work Plan, describing the methods for shoring and sheet piling of excavations. Shoring, including sheet piling, shall be furnished and installed as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Shoring, bracing, and sheet piling shall be removed as excavations are backfilled, in a manner to prevent caving.
 2. Extend shoring and bracing to a minimum of 5 feet below the bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
 4. If bearing material of any foundation is disturbed by excavating, improper shoring or removal of existing or temporary shoring, placing of backfill, and similar operations, the Contractor shall remedy, at no additional cost to the Owner. Do not remove shoring until permanent work in excavation has been inspected and approved.
- B. Excavation Drainage: Obtain Discharge Permit from appropriate agency, Operate pumping equipment and/or provide other materials, means and equipment as required to keep excavation free of water and subgrade dry, firm, and undisturbed until "Open-Hole" inspection and commencement of placing backfill. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, below the working level. Operate dewatering system continuously until construction work below existing water levels is complete. Relieve hydrostatic head in pervious zones below subgrade elevation in layered soils to prevent uplift.

C. Subgrade Protection: Protect subgrades from softening, undermining, washout, or damage by rain or water accumulation. Reroute surface water runoff from excavated areas and not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. When subgrade for foundations has been disturbed by water, remove disturbed material to firm undisturbed material after water is brought under control. Replace disturbed subgrade with backfill material approved by the Owner.

D. Proofrolling:

1. After rough grade has been established in cut areas and prior to placement of fill in fill areas under building and pavements, proofroll exposed subgrade to check for pockets of soft material.
2. Proof rolling shall be done on an exposed subgrade free of surface water (wet conditions resulting from rainfall) which would promote degradation of an otherwise acceptable subgrade. When proof rolling, one-half of the passes made with the roller shall be in a direction perpendicular to the other passes. Notify the Owner and/or Owner's Representative a minimum of 3 days prior to proof rolling.

F. Building Earthwork:

1. Excavation shall be accomplished as required by specifications.
2. Excavate foundation excavations to solid undisturbed subgrade.
3. Remove loose or soft materials to a solid bottom.
4. Slope grades to direct water away from excavations and to prevent ponding.

G. Site Earthwork: Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Excavation shall be accomplished as required by specifications). Remove subgrade materials that are determined as unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the contractor shall request determination from Owner.

1. Site Grading:

- a. Grade to adjacent existing grades.
- b. Cut out soft spots, fill low spots, and trim high spots.

- c. Slope grades to direct water away from Work Site and adjacent buildings and to prevent ponds from forming. Finish subgrades to required elevations within the following tolerances:
 - 1) Lawn or Unpaved Areas: Plus or minus 1/2 inch.
 - 2) Walks: Plus or minus 1/4 inch.
 - 3) Pavements: Plus or minus 1/4 inch.
- d. Grading: Finish subgrade to a tolerance 1/2 inch when tested with 10 foot straightedge.

3.3 FILLING AND BACKFILLING:

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation and open hole inspection was completed. For fill and backfill, use commercially available natural granular fill, excavated materials and Owner approved borrow meeting the criteria specified herein, as applicable. Backfill/Borrow will be supplied at no additional cost to the Owner. Do not use unsuitable materials. If unsuitable materials are used, Contractor will be required to remove unsuitable and replace at no cost to Owner.
- B. Placing: Place materials in horizontal layers not exceeding 12 inches in loose depth for material compacted by heavy compaction equipment, 6 inches in loose depth for material compacted by hand-operated tampers and then compacted. Place backfill and fill materials evenly on all sides of excavation required elevations, and uniformly along the full length of the site. Place no material on surfaces that are muddy, frozen, or contain frost.
- C. Compaction: Compact with tamping rollers, sheepsfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibrator compactors, or other equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within 10 feet of existing building walls. Moisten or aerate material as necessary to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Backfill adjacent to any and all types of structures shall be placed and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials to prevent wedging action or eccentric loading upon or against the structure.

Compact soil to not less than the following percentages of maximum dry density, according to ASTM D698 or ASTM D1557 as specified below:

1. Fills, Embankments, and Backfill

- a. Landscaped areas, 16 inches, AASHTO T99, T180, Method A, T 191, T 310, ASTM D698// D1557, Method A, D1556, D2167, D6938, 85 percent.
- e. Landscaped areas, below 16 inches of finished grade, AASHTO T99, T180, Method A, T 191, T 310, ASTM D698// D1557, Method A, D1556, D2167, D6938, 90 percent.

D. Borrow Material: Borrow material shall be selected to meet requirements of Specification. Borrow material shall be obtained from approved private sources. Unless specifically provided, no borrow shall be obtained within the limits of the project site.

3.5 GRADING:

- A. General: Uniformly grade the areas within the limits of this section to match existing slope and contours of adjacent grade.
- B. Slope backfill outside building away from building walls for a minimum distance of 6 feet.
- D. Finished grade shall be same as adjacent property grade.
- G. Finish subgrade in a condition acceptable at least one day in advance of paving operations. Maintain finished subgrade in a smooth and compacted condition until succeeding operation has been accomplished. Scarify, compact, and grade subgrade prior to further construction when approved compacted subgrade is disturbed by Contractor's subsequent operations or adverse weather.
- H. Grading for Paved Areas: Provide final grades for both subgrade and base course to +/- 0.25 inches of indicated grades.

3.6 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL:

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Site.
- B. Place excess excavated materials suitable for fill and/or backfill on Site for use on Site .
- D. Remove from site and dispose of any excess excavated materials after all fill and backfill operations have been completed.

- E. Segregate all excavated contaminated soil from all other excavated soils, and stockpile on site on two 0.15 mm (6 mil) polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

3.7 CLEAN UP:

Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove all debris, rubbish, and excess material from the Site.

----- E N D -----

**SECTION 32 12 01
HYDRAULIC HOIST REMOVAL**

PART 1 - GENERAL

1.1 DESCRIPTION

This work shall cover the requirements and procedures for decommissioning hydraulic hoist systems, and procedures for limiting occupational and environmental exposure to oils when closing these systems. The Contractor shall furnish all labor, equipment, and materials required to perform all operations necessary to drain, purge, clean, and remove and dispose of all hydraulic oil systems. The Contractor shall submit a work plan, as a component of the Contractor's Work Plan, for the Owner/Owner's Representative approval, outlining their proposed plan for decommissioning the hydraulic system(s).

1.2 RELATED WORK

- A. Demolition: Section 02 83 00;
- B. Safety Requirements: Section 01 35 26;
- C. General Requirements: Section 01 00 00;
- D. Asbestos Abatement Hazardous/Regulated Material Removal for Total Demolition: Section 02 82 13.41;
- F. Temporary Environmental Controls: Section 01 57 19;
- G. Construction Waste Management: Section 01 74 19;
- H. Project Schedule: Section 01 32 16;
- I. Shop Drawings, Product Data, and Samples: Section 01 33 23;
- J. General Requirements: 01 00 00; and
- K. Earthwork: 31 20 00

1.3 REGULATORY REQUIREMENTS

- A. Federal
 - Resource Conservation and Recovery Act (RCRA), 40CFR, Parts 260-279;
 - Department of Transportation, 49 CFR Parts 100-199;
 - Toxic Substance Control Act (TSCA), 40 CFR, Part 76;
 - Occupational Safety and Health Act (OSHA), 29 CFR, Part 1926.
- B. State
 - Natural Resource and Environmental Protection Act (NREPA), PA 451:
 - o Part 121 (Liquid Industrial Wastes);
 - o Part 111 (Hazardous Waste);
 - o Part 167 (Used Oil); and

- o Part 147 (PCBs).

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

- A. The Contractor shall be responsible to carefully remove concrete slab as to not disturb hydraulic system piping our reservoir that may be present below ground surface.
- B. Contractor shall be responsible for removing the hydraulic oil from reservoir tanks, casings, pits, or sumps and associated piping in a safe and proper way so as not to release substance into or on the land surface, subsurface, waterway, or any other any portion of the environment. The Contractor shall comply with State and Federal regulations. Residues on the interior of the tanks, sumps, pits and piping shall be removed and cleaned. Steam or detergent solutions may be used to aid in the decontamination provided they are disposed of the same as the system contents and do not introduce hazardous substances.
- C. Oil recovery may be accomplished by vacuum extraction/pumping the oils from the reservoir tank, removing the piston and valves, and draining or air-purging the associated piping, being careful to avoid any spillage. It may be necessary to hand-pump the last few inches of product. Cap the inlet end of the piping connected to the reservoir tank, pit or sump after removing product.

3.2 DISPOSAL OF OILS AND RESIDUES

- A. The Contractor shall be responsible for the containerization, characterization (PCB Analysis), waste profiling, waste manifesting, transportation and disposal of all product, residue and cleaning fluids recovered as part of preparing the system for closure in accordance with Contract Documents and applicable Federal, State, and local regulations.

3.3 SPILLS/SURFICIAL FREE PRODUCT

- A. The Contractor shall implement containment actions as necessary to minimize the effect of any spill or area having leakage associated with the hydraulic oil systems. All Site areas already impacted by spillage and leakage of all oil systems shall be decontaminated. Decontamination shall be in accordance with the applicable Federal, State, and local laws and regulations. Areas to be decontaminated include, but are not

limited to, equipment, equipment structures, shafts/pits, floors and walls.

3.4 REMOVAL

A. The Contractor shall saw cut to full depth the existing paved areas to complete hoist removal. All excavations shall be made to allow safe access to complete all phases of the work. The Contractor shall use methods and equipment for pavement removal that shall not damage the existing hydraulic hoist system prior to their removal from the excavation. The Contractor shall be responsible for removing the hydraulic hoist system in accordance with the following guidelines:

1. Secure the work area.
2. Establish an exclusion zone.
3. Excavate or uncover the hydraulic hoist system including piping and any underground tanks.
4. Remove all liquids from the associated piping, cylinders, tanks, and pits.
5. Excavate around the hydraulic hoist system to prepare for removal.
6. Equipment with sufficient lifting capacity shall be used to lift the hoist from the excavation, along with any associated piping and tanks.

Any hoist removed from the excavation zone shall be drained of oil, placed on plastic sheeting or lined roll-box and stored pending analytical results.

3.5 CONTAMINATED SOIL AND LIQUIDS

A. The Contractor may encounter contaminated soil and/or liquids during the removal of the hydraulic system. Should impacted materials be identified by visual, olfactory, field screening, or analytical test results, the Contractor shall notify the Owner/Owner's Representative immediately, or at the first available instance, and provide for the proper handling and disposal of the impacted materials. All required external notifications to regulatory agencies shall be made by the

Contractor within the mandated timeframe unless the Owner has advised the Contractor that the Owner intends to make such notifications.

3.6 SOIL/GROUNDWATER SAMPLING

- A. The Owner/Owner's Representative may elect to collect soil/groundwater samples from the hydraulic hoist system excavation and Contractor may be requested to assist with the soil/groundwater sampling activities. Contractor may be requested to keep excavation open pending analytical results. Delays caused by sampling or analysis will be at no cost to Owner.

3.7 Soil Stockpiling

- A. If requested by Owner/Owner's Representative Contractor shall excavate and stockpile soils that are suspected of being contaminated. Contractor shall place excavated soils on plastic sheeting or in lined roll-off box, and cover stockpiled soil with plastic sheeting, pending analytical results (by Owner), at no additional cost to Owner.

3.8 Backfill

- A. Upon approval by Owner/Owner's Representative, Contractor shall backfill hoist excavation with Owner Approved backfill.

- - - E N D - - -

SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Planting materials: ground covers.
 - 2. Accessories.
- B. Related Sections:
 - 1. Earthwork: Section 31 20 00;
 - 2. Safety Requirements: Section 01 35 26;
 - 3. General Requirements: Section 01 00 00;
 - 4. Temporary Environmental Controls: Section 01 57 19;
 - 5. Construction Waste Management: Section 01 74 19;
 - 6. Project Schedule: Section 01 32 16;
 - 7. Shop Drawings, Product Data, and Samples: Section 01 33 23; and
 - 8. General Requirements: Section 01 00 00.

1.2 SUBMITTALS

- A. Product data. Unless otherwise indicated, submit the following for each type of product provided under work of this Section:
 - 1. Seed Tags - 100% Dutch white clover seed
 - 2. Seeding and Watering Report
- B. Submittals:
 - 1. Contractor to provide Seeding and Watering Report that includes the following information:
 - a. Type of Seed Applied (include copies of seed tags);
 - b. Quantity of seed applied at Site;
 - c. Date(s) seed was applied; and
 - d. Dates seed was watered or dates of rain event. Contractor will be required to water site for seven consecutive days after seeding to keep site sufficiently moist during the germination period.

1.3 QUALITY ASSURANCE

- A. Prior to planting, Dutch White Clover seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B).
- B. Verify soil conditions are appropriate for plants indicated.

1.4 MAINTENANCE

- A. Minimum one year from date of seed planting.

- B. Promotion of growth: Weed, water, and perform other operations necessary to promote growth and as approved by Owner/Owner Representative.
 - 1. Inspection: Inspect plants at least once a month during growing season and perform needed maintenance promptly.
 - 2. Remove noxious weeds common to the area from planting areas by mechanical means.
- C. Mowing of groundcover:
 - 1. Not required
- D. Chemical controls:
 - 1. Not required
- E. At end of maintenance period, request End of Maintenance Period Inspection by Owner/Owner's Representative.
 - 1. Final acceptance of will be based upon a satisfactory stand of groundcover. Stand of groundcover is 95 percent ground cover of established species. Replant areas which do not have a satisfactory stand of groundcover.
 - 2. Final acceptance of exterior plants will be based upon satisfactory health and growth of plants.
- F. When work is found to be unsatisfactory, maintenance period will be extended at no additional cost to Owner.

1.5 WARRANTY

- A. Warranty: Warrant the following living planting materials for a period of one year after date seed was applied to Site, against defects including death and unsatisfactory growth
- B. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- C. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

PART 2 - PRODUCTS

2.1 PLANTING MATERIALS

- A. As indicated in the specifications:
 - 1. 99.9% Dutch White Clover seed inoculated with Rhizobium bacteria (Strain B).

2.2 MULCHES

- A. Straw
 - 1. Free from noxious weeds, mold, or other deleterious materials. Remove bailing twine/wire from site.

2.3 TOPSOIL

- A. Topsoil: Evaluate soil for use as topsoil in accordance with ASTM D 5268.

1. Screen and reuse topsoil stockpiled on the site, if applicable. Verify suitability of surface soil to produce topsoil meeting requirements and amend as necessary. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
2. Supplement with imported topsoil approved by Owner/Owner's Representative.

2.4 WATER

- A. Water seed within days after planting.
- B. 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 seven (7) consecutive days after seeding to keep site sufficiently moist during the germination period.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Planting
 1. Prior to planting, seed must be inoculated with the correct strain of Rhizobium bacteria (Strain B).
 2. 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.
 3. 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.
 4. Mulch entire planting area to ensure proper moisture levels are maintained, removing bale string from the site.
 5. Water and maintain.

END OF SECTION

General Notes:

Perform all Work in accordance with Contract Documents/Specifications, Federal, State and Local rules and regulations.

Obtain all permits, waivers, clearances, inspections etc.

Submit all notifications, applications, plans, documentation, etc.

Install SESC measures.

Abate all asbestos containing materials.

Demolish all buildings, driveways/parking lots, and improvements.

Remove, containerize, characterize, transport, and dispose of all waste materials and debris.

Protect Site tree's greater than 5" in diameter.

Protect structures, improvements, and vegetation on all adjacent Public and Private properties, repair at no cost to Owner.

Cut and Cap utilities at mains in accordance with City requirements.

Place and compact owner approved backfill to 6" below grade.

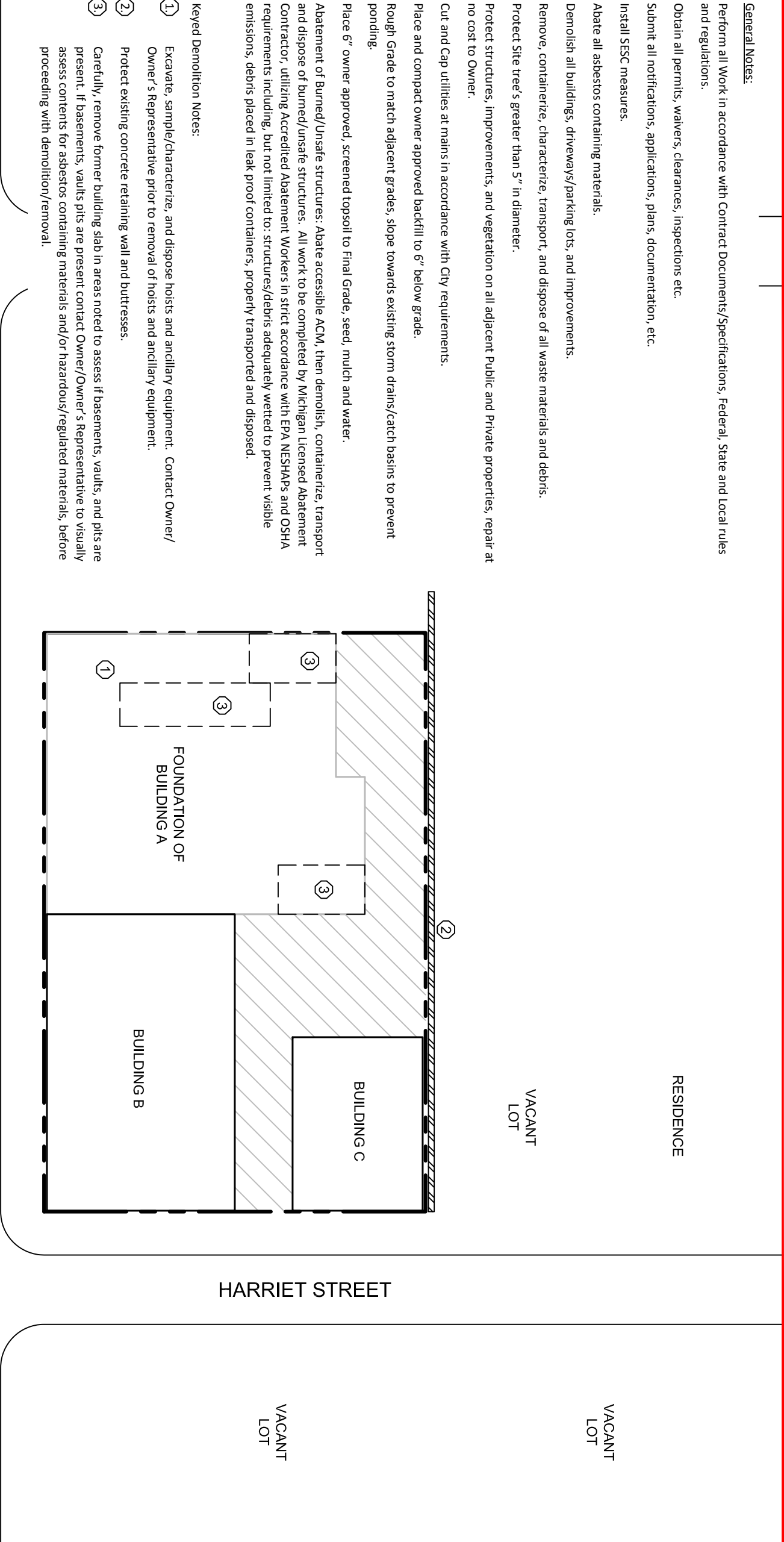
Rough Grade to match adjacent grades, slope towards existing storm drains/catch basins to prevent ponding.

Place 6" owner approved, screened topsoil to Final Grade, seed, mulch and water.

Abatement of Burned/Unsafe structures: Abate accessible ACM, then demolish, containerize, transport and dispose of burned/unsafe structures. All work to be completed by Michigan Licensed Abatement Contractor, utilizing Accredited Abatement Workers in strict accordance with EPA NESHAPs and OSHA requirements including, but not limited to: structures/debris adequately wetted to prevent visible emissions, debris placed in leak proof containers, properly transported and disposed.

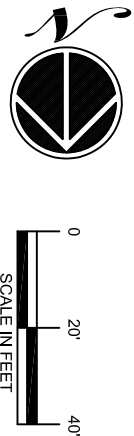
Keyed Demolition Notes:

- ① Excavate, sample/characterize, and dispose hoists and ancillary equipment. Contact Owner/Owner's Representative prior to removal of hoists and ancillary equipment.
- ② Protect existing concrete retaining wall and buttresses.
- ③ Carefully, remove former building slab in areas noted to assess if basements, vaults, and pits are present. If basements, vaults pits are present contact Owner/Owner's Representative to visually assess contents for asbestos containing materials and/or hazardous/regulated materials, before proceeding with demolition/removal.



LEGEND

- SUBJECT PROPERTY BOUNDARY
- SUBJECT BUILDING
- FOUNDATION OF BUILDING
- POTENTIAL BASEMENTS PIT OR VAULTS
- PAVED PARKING LOTS/ DRIVEWAYS
- CONCRETE RETAINING WALL



4665 HUMBOLDT DRIVE, SUITE 100
NOVI, MI 48377
PH: 248-689-5140
FAX: 248-689-5140
EMAIL: WWW.ANTCONOURSERVICES.COM

DATE: 5/1/18	PROJECT NO.: 188BS18149
DRAWN BY: LJH	SCALE: 1" = 40'
REVIEWED BY: MG	1

Site Plan

COMMERCIAL PROPERTY
1721 NORTH SAGINAW STREET
FLINT, MICHIGAN




INSTRUCTIONS FOR THE ASBESTOS NOTIFICATION SYSTEM (ANS)

Register your business. You will need to register the business using the business owner information. **Once you register you will receive a confirmation email that you must click on to confirm registration.** After registration is confirmed you can log into the Asbestos Notification System.


Once you are able to log into the site, you will see several tabs - **Workspace, Notification Management, Notification, Profile and Manage Delegated Authority.**

The **Manage Delegated Authority** allows you to add additional users to the system. . You can add multiple delegated users to enter notifications for your business.


The **Profile Tab** allows you to update your business information or change your password

The **Workspace Tab** is where you begin your notification entry. Start your notification by clicking the button that looks like  on the right side of the screen. You can also click on the **Notification Tab** to start a new notification.

Once you are under the **Notification Tab**, you must fill in all of the required information. If there is an exclamation point (!) on any tab, information is missing or incorrect and you **will not** be able to submit your notification.

Notifications that are saved for further editing and are not submitted can be found under the **Workspace Tab**. You can revise your notification by clicking on the  tab.

Once you submit your notification, it will be saved under the **Notification Management Tab**. Under the Actions header, you can view attachments, copy, revise and cancel your notifications. You can sort by clicking the headers, and export information to Excel. You can click on the document number to print or save it.

The delete button  is for housekeeping purposes only. REMEMBER – if you delete a notification you are also deleting all notifications associated with it and will not be able to edit them once they are deleted.

You must submit your Demolition and Renovation notifications separate and mark the appropriate project type!

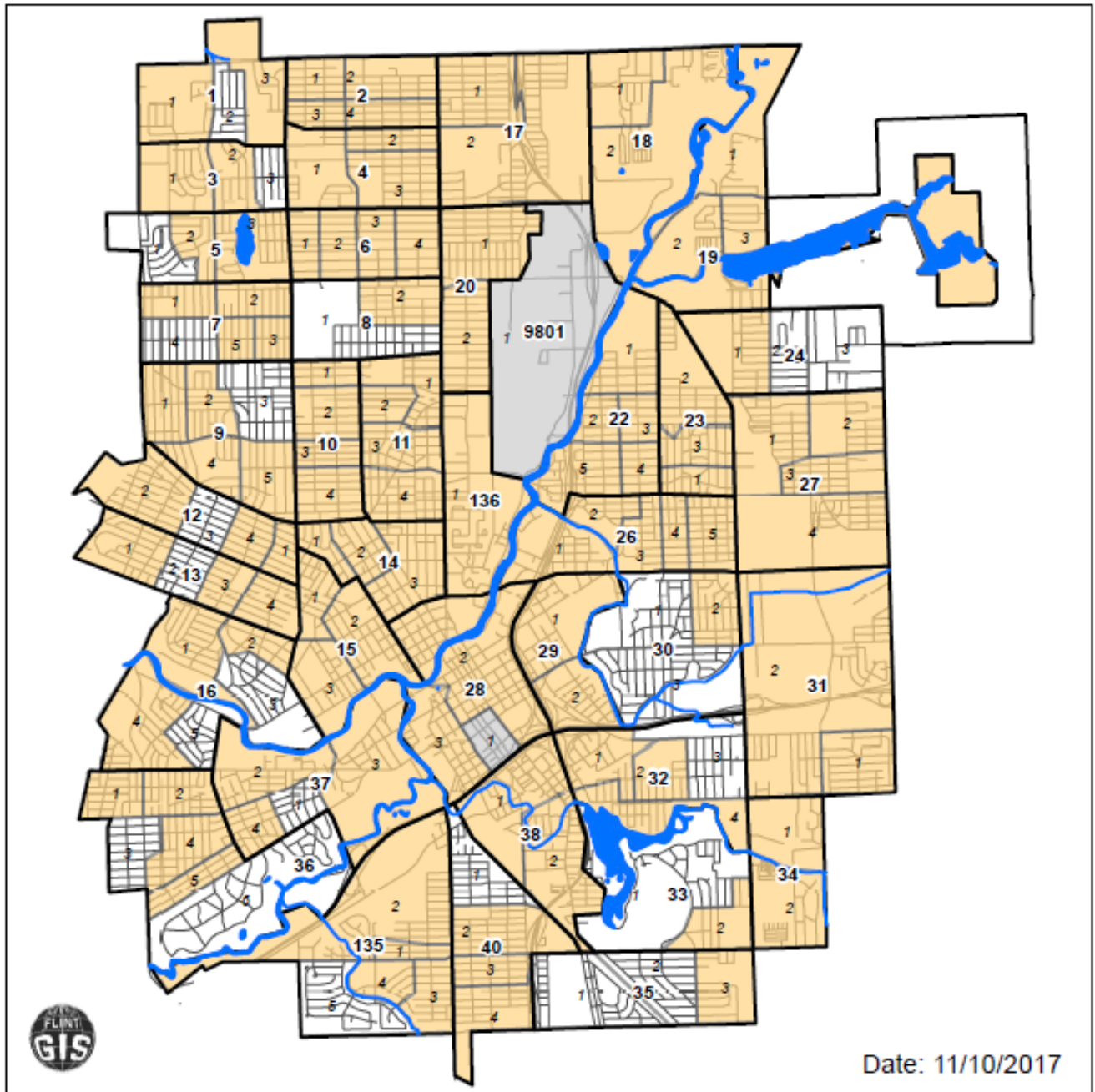
- The ANS currently supports the following browsers:
 - Internet Explorer 10 & 11.
Note: In IE the ANS is presently experiencing issues when generating the PDF and Excel spreadsheet. You must select the option to Always Allow pop-ups for “*.state.mi.us” in order for these features to work.
 - Firefox 25 and above
 - Chrome
 - Safari

If you have questions pertaining to the new system, please contact Kim Dohm at 517-284-6777 or dohmk@michigan.gov.



Census Tracts and Block Groups with Low-Mod Income

2014 ACS 5-Year Estimate:
Median Family Income in the Past 12 Months (2014 Inflation-Adjusted Dollars)



Census Tracts **Block Groups**

Water
Streets

Low-Moderate Income Areas
Non Low-Moderate Income Areas
Insufficient Data

Low-Moderate Income is defined as 80% or less than the estimated median family income for the Flint Metropolitan Statistical Area

0 0.5 1 2 Miles



APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

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

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(EXECUTIVE ORDER 11246 *as amended*)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION CLAUSE

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

GENESEEE COUNTY POLICIES PREVAILING WAGE POLICY

1. Every contract executed with the County of Genesee or with a contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, ancestry, sex, or age.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the County of Genesee, on projects of a character similar to that being contracted, under collective agreements or understandings between bona fide organizations or construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates or wages and fringe benefits shall be made a part of the specifications for the work to be performed. Such schedule may be the minimum wage and fringe benefit scale for Genesee County compiled and published by the Building and Construction Trades Department of the AFL CIO.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the names and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided by state and federal law.

5. Any interested party may challenge the performance of the contractor or subcontractor of the covenants of paragraph 2 above by filing a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As used herein,

a. "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation a lessee or sub lessee of land owned by Genesee County.

b. "Contract" means any agreement, as a result of competitive Proposals or otherwise, for new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, works, bridges, highways or roads, which is to be performed in Genesee County and either on County of Genesee property or financed by or through the County of Genesee.

c. "Construction mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office, or custodial employees, and shall not include Genesee County employees who are working pursuant to a collective bargaining agreement between said County and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis Bacon Act (United States Code, title 40, section 276a et seq.) or which contain provisions requiring the payment of prevailing wages as determined by the Department of Labor pursuant to P.A. 166 of 1965, as amended, MCL 408.551 et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations or construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by Genesee County shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of buildings, works, bridges, highways, or roads on such property shall be considered work on public buildings, works, bridges, highways, or roads, within the meaning or provision 6(b) of this resolution and that the lessee or any sub lessee will be bound by the provisions of this resolution.

9. It is the intent of this Board of Commissioners that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The Genesee County Purchasing Agent, the Genesee County Controller, and the Genesee County Chief Engineer, are hereby directed to effectuate this resolution, on behalf of this Board, within their respective spheres of responsibility.

11. The Genesee County Clerk is hereby directed to forward to each Genesee County board, commission, elected official, agency, and department, a copy of this resolution and a notation of the adoption of same.

12. The previous resolution of this Board concerning payment of prevailing wages, as adopted on June 23, 1969, and as set forth as pages 337 through 339 of the compiled 1969 Proceedings of this Board, is hereby rescinded."

Resol. #79 558

Approved 10/23/79

forms2\prevwage

5/94



RICK. SNYDER
GOVERNOR



STATE OF MICHIGAN

Prevailing Wages

PO Box 30476

Lansing, MI 48909

517-322-1825

Informational Sheet: Prevailing Wages on State Projects

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The State of Michigan determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes *wage and fringe benefit totals* for designated construction mechanic classifications. The overtime rates also include *wage and fringe benefit totals*. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic ***requested by a contracting agent*** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic ***shall only*** be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.



RICK. SNYDER
GOVERNOR



STATE OF MICHIGAN

Prevailing Wages

PO Box 30476

Lansing, MI 48909

517-322-1825

Informational Sheet: Prevailing Wages on State Projects

General Information Regarding Fringe Benefits

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$0.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$0.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$0.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$0.16
Tuition	\$500.00 annual cost/2080 =	\$0.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$0.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$0.96
Total Hourly Credit		<u>\$3.65</u>

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans



State of Michigan
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
MARTHA B. YODER
DIRECTOR

OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
9th Hour	1	5		
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked ***between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.***

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*); for all hours worked on Saturday, 1½ rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The N (*character 9*) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (*characters 1-3*); for hours worked on Saturday, 1½ rate is due (*characters 4 – 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek.

LARA is an equal opportunity employer.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Wage & Hour Division

7150 HARRIS DRIVE • P.O. BOX 30476 • LANSING, MICHIGAN 48909

www.michigan.gov/wagehour • Phone : (517) 322-1825

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

2018 Prevailing Wage Rates for State Funded Projects**Unofficial Rates For Informational Purposes Only****Genesee County**

Page 1 of 25

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer	MLDC	\$41.30	\$55.23	\$69.16	H H H X X X D Y
Comment					
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Apprentice Rates:					
	Trainee 600 hours + 1 calendar year	\$30.22	\$33.28	\$41.73	
Asbestos, Lead and Mold Abatement, Hazardous Material Handler					
Asbestos, Lead and Mold Abatement, Hazardous Material Handler	AS207	\$40.75	\$54.25	\$67.75	H H H X X X D Y
Comment					
Four ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Boilermaker					
Boilermaker	BO169	\$54.70	\$81.08	\$107.45	H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$40.31	\$59.49	\$78.67	
	2nd 6 months	\$41.45	\$61.21	\$80.95	
	3rd 6 months	\$42.57	\$62.88	\$83.19	
	4th 6 months	\$43.69	\$64.57	\$85.43	
	5th 6 months	\$44.81	\$66.24	\$87.67	
	6th 6 months	\$48.63	\$72.50	\$96.36	
	7th 6 months	\$49.32	\$73.01	\$96.69	
	8th 6 months	\$51.58	\$76.40	\$101.21	

Unofficial Rates For Informational Purposes Only

Genesee County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Bricklayer					
Bricklayer and Block	BR9-12-BL	\$49.69	\$63.74	\$77.80	H H H H H H D Y
Comment	Make up day allowed 4 10s allowed M-F; Saturday make up day				
	Apprentice Rates:				
	0 - 749 hours	\$37.45	\$45.68	\$53.92	
	750 - 1,499 hours	\$38.98	\$47.98	\$56.98	
	1,500 - 2,249 hours	\$40.51	\$50.27	\$60.04	
	2,250 - 2,999 hours	\$42.04	\$52.56	\$63.10	
	3,000 - 3,749 hours	\$43.57	\$54.86	\$66.16	
	3,750 - 4,499 hours	\$45.10	\$57.16	\$69.22	
	4,500 - 5,249 hours	\$46.63	\$59.45	\$72.28	
	5,250 - 6,000 hours	\$48.16	\$61.74	\$75.34	
Stone Mason, Artificial Masonry, Marble Masonry, and Pointing, Cleaning and Caulking	BR9-12-S	\$49.69	\$63.74	\$77.80	H H H H H H D Y
Comment	4 10s allowed M-F				
	Apprentice Rates:				
	0-749 hours	\$38.98	\$47.98	\$56.98	
	750-1499 hours	\$40.51	\$50.27	\$60.04	
	1500-2249 hours	\$42.04	\$52.56	\$63.10	
	2250-2999 hours	\$43.57	\$54.86	\$66.16	
	3000-3749 hours	\$45.10	\$57.16	\$69.22	
	3750-4499 hours	\$46.63	\$59.45	\$72.28	
Carpenter					
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	\$51.94	\$73.28	\$94.62	X X H X X X D Y
	Apprentice Rates:				
	1st 6 months	\$25.87	\$34.92	\$43.98	
	2nd 6 months	\$29.86	\$40.92	\$51.96	
	3rd 6 months	\$32.07	\$44.23	\$56.38	
	4th 6 months	\$34.27	\$47.52	\$60.78	
	5th 6 months	\$36.47	\$50.83	\$65.18	
	6th 6 months	\$38.69	\$54.16	\$69.62	
	7th 6 months	\$40.90	\$57.48	\$74.04	
	8th 6 months	\$43.10	\$60.77	\$78.44	

Unofficial Rates For Informational Purposes Only

County: Genesee

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Date Rendered:

5/1/2018

Genesee County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Carpenter, Acoustical Ceiling Tile Erector, Piledriver	CA706F	\$46.05	\$58.93	\$71.81	X X H H H H H D N
Apprentice Rates:					
	1st year	\$38.32	\$47.34	\$56.35	
	2nd year	\$39.61	\$49.27	\$58.93	
	3rd year	\$42.19	\$53.14	\$64.09	
	4th year	\$44.76	\$57.00	\$69.23	
Cement Finisher					
Cement Finisher	BR9-12-CF	\$44.02	\$56.73	\$69.43	X X H X X X H D Y
Comment 4 10s allowed M-F					
Apprentice Rates:					
	0-749 hours	\$34.36	\$42.49	\$50.64	
	750-1499 hours	\$35.74	\$44.57	\$53.40	
	1500-2249 hours	\$37.12	\$46.63	\$56.16	
	2250-2999 hours	\$38.50	\$48.71	\$58.92	
	3000-3749 hours	\$39.88	\$50.77	\$61.68	
	3750-4499 hours	\$41.26	\$52.85	\$64.44	
Cement Mason					
Cement Mason	PL16-6	\$41.92	\$55.93	\$69.94	H H H H H H H D Y
Comment Make up day allowed					
Four 10s allowed Monday-Thursday with Friday or Saturday inclement weather make up days. Saturday hours for inclement weather make up shall be paid straight rate unless over 40 hours worked.					
Apprentice Rates:					
	1st year	\$32.11	\$41.22	\$50.32	
	2nd year	\$34.92	\$45.43	\$55.94	
	3rd year	\$37.72	\$49.63	\$61.54	
Drywall					
Finisher-hand finishing	PT-1052-DF	\$37.97	\$50.98	\$63.99	X X H X X X H D Y
Comment Make up day allowed					
The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
	1st year	\$24.96	\$31.47	\$37.97	
	2nd year, 1st 6 months	\$27.56	\$35.37	\$43.17	
	2nd year, 2nd 6 months	\$30.16	\$39.27	\$48.37	
	3rd year, 1st 6 months	\$32.77	\$43.18	\$53.59	
	Until completion	\$35.37	\$47.08	\$58.79	

Unofficial Rates For Informational Purposes Only

County: Genesee

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Genesee County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Electrician					
Journeyman Electrician -Inside Wireman	EC-948-IW	\$57.91	\$82.96	\$108.01	H H H H H H D Y
Apprentice Rates:					
	1st period	\$23.43	\$32.12	\$40.80	
	2nd period	\$25.62	\$35.41	\$45.18	
	3rd period	\$27.63	\$38.49	\$49.35	
	4th period	\$31.97	\$45.00	\$58.03	
	5th period	\$34.14	\$48.26	\$62.37	
	6th period	\$38.50	\$54.79	\$71.09	
Sound and Communication Installer/Technician	EC-948-SC	\$42.76	\$60.44	\$78.11	H H H H H H D Y
Comment					
Four 10s may be worked Monday-Thursday or Tuesday-Friday.					
Apprentice Rates:					
	1st year	\$15.44	\$21.90	\$28.37	
	2nd year	\$16.87	\$24.05	\$31.23	
	3rd year	\$21.02	\$30.45	\$39.88	
	4th year	\$24.15	\$35.70	\$46.88	
Elevator Constructor					
Elevator Constructor Mechanic	EL-85	\$70.77		\$116.32	D D D D D D D Y
Comment					
4 tens allowed M-TH					
Apprentice Rates:					
	1st year	\$50.27		\$75.32	
	2nd year	\$54.83		\$84.44	
	3rd year	\$57.10		\$88.98	
	4th year	\$61.66		\$98.10	

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

5/1/2018

Genesee County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Glazier					
Glazier	GL-826	\$44.78	\$60.87	\$76.95	H H H H H H D Y
Comment	4 tens allowed on consecutive days				
	Apprentice Rates:				
	1st 6 months	\$31.91	\$41.57	\$51.21	
	2nd 6 months	\$33.52	\$43.98	\$54.43	
	3rd 6 months	\$35.12	\$46.38	\$57.63	
	4th 6 months	\$36.74	\$48.81	\$60.87	
	5th 6 months	\$38.35	\$51.22	\$64.09	
	6th 6 months	\$39.96	\$53.64	\$67.31	
	7th 6 months	\$41.57	\$56.05	\$70.53	
	8th 6 months	\$43.17	\$58.45	\$73.73	
Heat and Frost Insulator					
Spray Insulation - Qualified Senior Sprayer, application of all products	AS25S	\$29.04	\$42.35		X X X H H H H N
Heat and Frost Insulator and Asbestos Worker					
Heat and Frost Insulator and Asbestos Worker	AS47	\$47.75	\$63.01	\$78.27	H H H H H H D Y
Comment	Make up day allowed				
	Friday for cancelled work in a four 10 hour schedule				
	Apprentice Rates:				
	1st year	\$27.88	\$35.51	\$43.14	
	2nd year	\$31.85	\$41.00	\$50.16	
	3rd year	\$35.82	\$46.50	\$57.18	
	4th year	\$39.80	\$52.01	\$64.22	
	5th year	\$43.78	\$57.51	\$71.25	
Ironworker					
Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work	IR-25-F1	\$35.95	\$48.05	\$60.15	X X H X X X H D Y
Comment	Four ten hour work days may be worked during Monday-Saturday.				
	Apprentice Rates:				
	60% Level	\$25.39	\$32.65	\$39.91	
	65% Level	\$26.71	\$34.58	\$42.44	
	70% Level	\$28.03	\$36.51	\$44.98	
	75% Level	\$29.35	\$38.42	\$47.50	
	80% Level	\$30.67	\$40.35	\$50.03	
	85% Level	\$31.99	\$42.28	\$52.56	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Siding, Glazing, Curtain Wall	IR-25-GZ2	\$48.13	\$59.92	\$71.70	X X H H H H D D Y
Comment	Make up day allowed Friday, 4 tens may be worked Monday thru Thursday @ straight time.				
	Apprentice Rates:				
	Level 1	\$31.20	\$37.93	\$44.65	
	Level 2	\$33.31	\$40.67	\$48.02	
	Level 3	\$35.42	\$43.41	\$51.39	
	Level 4	\$37.54	\$46.16	\$54.77	
	Level 5	\$39.66	\$48.92	\$58.17	
	Level 6	\$41.78	\$51.67	\$61.55	
Pre-engineered Metal Work	IR-25-PE-Z1	\$48.69	\$59.70	\$70.70	X X H X X X X D Y
Comment	Make up day allowed 4 tens allowed M-Th with Saturday make up day				
	Apprentice Rates:				
	Probation 1 Year	\$27.43	\$32.86	\$38.30	
	1st Level	\$29.56	\$35.75	\$41.95	
	2nd Level	\$28.56	\$34.25	\$39.95	
	3rd Level	\$31.68	\$38.63	\$45.57	
	4th Level	\$33.81	\$41.52	\$49.22	
	5th Level	\$35.93	\$44.38	\$52.84	
Reinforced Iron Work	IR-25-RF	\$57.30	\$85.66	\$114.02	H H D H D D D D N
Make up day allowed					
	Apprentice Rates:				
	Level 1	\$40.32	\$59.89	\$79.46	
	Level 2	\$42.68	\$63.43	\$84.18	
	Level 3	\$45.22	\$67.24	\$89.26	
	Level 4	\$47.75	\$71.04	\$94.32	
	Level 5	\$50.29	\$74.84	\$99.40	
	Level 6	\$50.29	\$74.84	\$99.40	
Rigging Work	IR-25-RIG	\$63.51	\$95.00	\$126.49	H H H H H H D N
	Apprentice Rates:				
	Level 1 & 2	\$38.22	\$56.16	\$74.85	
	Level 3	\$41.05	\$61.54	\$82.01	
	Level 4	\$43.87	\$65.76	\$87.65	
	Level 5	\$46.70	\$70.01	\$93.31	
	Level 6	\$49.53	\$74.25	\$98.97	

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<u>Classification</u>		Straight	Time and	Double	
Name	Description	Hourly	a Half	Time	Overtime Provision
Decking	IR-25-SD	\$55.47	\$82.87	\$110.26	X X H H H H D D Y
Comment	Make up day allowed 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.				
Structural, ornamental, welder and pre-cast	IR-25-STR	\$63.64	\$95.12	\$126.60	H H H H H H D D Y
Comment	Make up day allowed 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.				
	Apprentice Rates:				
	Levels 1 & 2	\$38.22	\$56.99	\$75.75	
	Level 3	\$41.05	\$61.24	\$81.41	
	Level 4	\$43.87	\$65.46	\$87.05	
	Level 5	\$46.70	\$69.71	\$92.71	
	Level 6	\$49.53	\$73.95	\$98.37	
	Level 7	\$52.35	\$78.18	\$104.01	
	Level 8	\$55.18	\$82.43	\$109.67	
Industrial Door erection & construction	IR-25-STR-D	\$43.74	\$65.27	\$86.80	H H H H H H D D Y
Comment	Make up day allowed Friday for bad weather when 4 tens scheduled for M-Th. If holiday celebrated on M, 4 tens may be worked T-F. Work in excess of 12 hours per day must be paid @ double time.				
Laborer					
Carpenter tender, mason tender, cement finisher tender, plasterer tender, signal man & top man (sewer work), watchman, tunnel mucker, jackhammer & air spade operator, tunnel man (concrete shoveler, car pusher) bottom man (sewer work), windlass operator (caisson work), demolition laborer, mortar mixer, air, electric, gas tool operator, pump operator (all 3" pumps and below), air & electric bush hammers, concrete gas buggy, concrete saw operator, crock and pipe layers (conduit & vitrified tile, except 4" drain tile around buildings), & Caisson work inside building.	L1075	\$36.26	\$47.57	\$58.87	X X H H H H D D Y
Comment	Make up day allowed Saturday				
	Apprentice Rates:				
	0-1,000 work hours	\$30.61	\$39.09	\$47.57	
	1,001-2,000 work hours	\$31.74	\$40.79	\$49.83	
	2,001-3,000 work hours	\$32.87	\$42.48	\$52.09	
	3,001-4,000 work hours	\$35.13	\$45.87	\$56.61	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Cleaner/Sweeper	L1075-CLN	\$27.22	\$34.29	\$41.35	X X H H H H D Y
Comment	Make up day allowed Saturday				
Laborer - Hazardous					
Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z7-A	\$36.26	\$51.35	\$66.43	H H H H H H D Y
Comment	Make up day allowed 4 10s allowed M-Th or T-F; inclement weather makeup day Friday				
Apprentice Rates:					
0-1,000 work hours		\$30.61	\$42.87	\$55.13	
1,001-2,000 work hours		\$31.74	\$44.57	\$57.39	
2,001-3,000 work hours		\$32.87	\$46.26	\$59.65	
3,001-4,000 work hours		\$35.13	\$49.65	\$64.17	
Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z7-B	\$37.26	\$52.85	\$68.43	H H H H H H D Y
Comment	Make up day allowed 4 10s allowed M-Th or T-F; inclement weather makeup day Friday				
Apprentice Rates:					
0-1,000 work hours		\$31.36	\$43.99	\$56.63	
1,001-2,000 work hours		\$32.54	\$45.77	\$58.99	
2,001-3,000 work hours		\$33.72	\$47.53	\$61.35	
3,001-4,000 work hours		\$36.08	\$51.07	\$66.07	
Laborer Underground - Open Cut, Class VI					
Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation & repair of water service pipe & appurtenances	LAUC-Z3-6	\$32.51	\$42.19	\$51.85	X X X X X X D Y
Apprentice Rates:					
0-1,000 work hours		\$28.39	\$36.01	\$43.61	
1,001-2,000 work hours		\$29.21	\$37.23	\$45.25	
2,001-3,000 work hours		\$30.04	\$38.48	\$46.91	
3,001-4,000 work hours		\$31.69	\$40.95	\$50.21	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Laborer Underground - Open Cut, Class I					
Construction Laborer	LAUC-Z3-1	\$34.76	\$45.56	\$56.35	X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$30.08	\$38.54	\$46.99	
	1,001-2,000 work hours	\$31.01	\$39.93	\$48.85	
	2,001-3,000 work hours	\$31.95	\$41.35	\$50.73	
	3,001-4,000 work hours	\$33.82	\$44.15	\$54.47	
Laborer Underground - Open Cut, Class II					
Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z3-2	\$34.90	\$45.93	\$56.95	X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$30.18	\$38.85	\$47.51	
	1,001-2,000 work hours	\$31.12	\$40.26	\$49.39	
	2,001-3,000 work hours	\$32.07	\$41.69	\$51.29	
	3,001-4,000 work hours	\$33.96	\$44.52	\$55.07	
Laborer Underground - Open Cut, Class III					
Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z3-3	\$35.02	\$45.95	\$56.87	X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$30.27	\$38.83	\$47.37	
	1,001-2,000 work hous	\$31.22	\$40.25	\$49.27	
	2,001-3,000 work hours	\$32.17	\$41.67	\$51.17	
	3,001-4,000 work hours	\$34.07	\$44.53	\$54.97	
Laborer Underground - Open Cut, Class IV					
Trench or excavating grade man.	LAUC-Z3-4	\$35.07	\$46.03	\$56.97	X X X X X X D Y
	Apprentice Rates:				
	0-1,000 work hours	\$30.31	\$38.89	\$47.45	
	1,001-2,000 work hours	\$31.26	\$40.31	\$49.35	
	2,001-3,000 work hours	\$32.21	\$41.73	\$51.25	
	3,001-4,000 work hours	\$34.12	\$44.60	\$55.07	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Laborer Underground - Open Cut, Class V					
Pipe Layer	LAUC-Z3-5	\$35.21	\$46.24	\$57.25	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.41	\$39.03	\$47.65	
	1,001-2,000 work hours	\$31.37	\$40.47	\$49.57	
	2,001-3,000 work hours	\$32.33	\$41.91	\$51.49	
	3,001-4,000 work hours	\$34.25	\$44.79	\$55.33	
Laborer Underground - Open Cut, Class VII					
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z3-7	\$29.66	\$37.91	\$46.15	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$26.25	\$32.79	\$39.33	
	1,001-2,000 work hours	\$26.93	\$33.81	\$40.69	
	2,001-3,000 work hours	\$27.61	\$34.83	\$42.05	
	3,001-4,000 work hours	\$28.98	\$36.89	\$44.79	
Laborer Underground - Tunnel, Shaft & Caisson					
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z2-1	\$36.82	\$48.70	\$60.57	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.52	\$40.75	\$49.97	
	1,001-2,000 work hours	\$32.58	\$42.34	\$52.09	
	2,001-3,000 work hours	\$33.64	\$43.93	\$54.21	
	3,001-4,000 work hours	\$35.76	\$47.11	\$58.45	
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder	LAUCT-Z2-2	\$36.91	\$48.83	\$60.75	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.58	\$40.84	\$50.09	
	1,001-2,000 work hours	\$32.65	\$42.45	\$52.23	
	2,001-3,000 work hours	\$33.71	\$44.03	\$54.35	
	3,001-4,000 work hours	\$35.84	\$47.23	\$58.61	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Name	Description					
	Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z2-3	\$37.01	\$48.98	\$60.95	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.66	\$40.96	\$50.25	
	1,001-2,000 work hours		\$32.73	\$42.57	\$52.39	
	2,001-3,000 work hours		\$33.80	\$44.17	\$54.53	
	3,001-4,000 work hours		\$35.94	\$47.38	\$58.81	
	Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z2-4	\$37.17	\$49.22	\$61.27	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.78	\$41.14	\$50.49	
	1,001-2,000 work hours		\$32.86	\$42.76	\$52.65	
	2,001-3,000 work hours		\$33.93	\$44.37	\$54.79	
	3,001-4,000 work hours		\$36.09	\$47.61	\$59.11	
	Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z2-5	\$37.43	\$49.62	\$61.79	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.97	\$41.43	\$50.87	
	1,001-2,000 work hours		\$33.06	\$43.06	\$53.05	
	2,001-3,000 work hours		\$34.16	\$44.71	\$55.25	
	3,001-4,000 work hours		\$36.34	\$47.98	\$59.61	
	Class VI - Dynamite man and powder man.	LAUCT-Z2-6	\$37.74	\$50.08	\$62.41	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$32.20	\$41.77	\$51.33	
	1,001-2,000 work hours		\$33.31	\$43.43	\$53.55	
	2,001-3,000 work hours		\$34.42	\$45.10	\$55.77	
	3,001-4,000 work hours		\$36.63	\$48.41	\$60.19	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Name	Description					
	Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z2-7	\$30.01	\$38.48	\$46.95	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours	\$26.41	\$33.09	\$39.75		
	1,001-2,000 work hours	\$27.13	\$34.17	\$41.19		
	2,001-3,000 work hours	\$27.85	\$35.25	\$42.63		
	3,001-4,000 work hours	\$29.29	\$37.41	\$45.51		
Landscape Laborer						
	Landscape Specialist: includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs.	LLAN-Z1-A	\$28.98	\$40.04	\$51.09	X X H X X X H D Y
	Comment					
	Sundays paid at time & one half. Holidays paid at double time.					
	Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs	LLAN-Z1-B	\$24.76	\$33.71	\$42.65	X X H X X X H D Y
	Comment					
	Sundays paid at time & one half. Holidays paid at double time.					
Marble, Mosaic, Tile and Terrazzo Setter						
	Marble, Mosaic, Tile and Terrazzo Setter	BR9-12-TL	\$43.37	\$55.83	\$68.29	H H H H H H H D Y
	Comment					
	4 10s allowed M-F					
	Apprentice Rates:					
	0-749 hours	\$33.89	\$41.87	\$49.85		
	750-1499 hours	\$35.25	\$43.91	\$52.57		
	1500-2249 hours	\$36.60	\$45.93	\$55.27		
	2250-2999 hours	\$37.95	\$47.96	\$57.97		
	3000-3749 hours	\$39.31	\$50.00	\$60.69		
	3750-4499 hours	\$40.66	\$52.03	\$63.39		
Operating Engineer						
	Compressor or Welding Machine	EN-AC	\$46.07	\$57.38	\$68.68	X X H H D D D D Y
	Comment					
	Make up day allowed					
	Friday, Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.					

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Forklift or Straight Mast	EN-F	\$47.52	\$59.55	\$71.58	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday				
Fireman or Oiler	EN-FO	\$45.04	\$55.83	\$66.62	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Lull or Extend-a-Boom Forklift	EN-L	\$53.38	\$68.34	\$83.30	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday				
Crane with main boom & jib 120' or longer	EN-OS120	\$56.92	\$80.60	\$104.28	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday				
Crane w/ main Boom & Jib 220' or longer	EN-OSA	\$58.03	\$75.32	\$92.60	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane w/ main Boom & Jib 300' or longer	EN-OSA3	\$59.54	\$74.73	\$90.41	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane w/ main Boom & Jib 400' or longer	EN-OSA4	\$61.04	\$79.83	\$98.62	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane with main boom and jib 140' or longer	EN-OSB	\$57.74	\$74.88	\$92.02	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.				

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Regular Crane Operator, Job Mechanic, Concrete Pump with Boom	EN-RC	\$56.06	\$72.36	\$88.66	X X H H D D D D Y
Comment	Make up day allowed				
	Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
	Apprentice Rates:				
	0-999 hours	\$44.78	\$56.19	\$67.60	
	1,000-1,999 hours	\$46.41	\$58.64	\$70.86	
	2,000-2,999 hours	\$48.04	\$61.08	\$74.12	
	3,000-3,999 hours	\$49.67	\$63.53	\$77.38	
	4,000-4,999 hours	\$51.31	\$65.98	\$80.66	
	5,000-5,999 hours	\$52.93	\$68.42	\$83.90	
Regular Engineer, Hydro Excavator & Remote Controlled Concrete Breaker	EN-RE	\$55.11	\$70.94	\$86.76	X X H H D D D D Y
Comment	Make up day allowed				
	Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Operating Engineer - Marine Construction					
Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	\$52.80	\$79.20	\$105.60	H H H H H H D N
Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	\$72.32	\$93.82	\$115.32	X X H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	all Great Lakes, islands therein, & connecting & tributary waters				
Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$70.82	\$91.57	\$112.32	X X H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				
Friction, Lattice Boom or Crane License Certification	GLF-2B	\$72.32	\$93.82	\$115.32	X X H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands, therein, & connecting & tributary waters				
Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	\$66.27	\$84.75	\$103.22	X X H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				

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Name	Description				
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	\$60.07	\$75.45	\$90.82	X X H H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				
Operating Engineer Steel Work					
Forklift, 1 Drum Hoist	EN-324-EF	\$60.41	\$79.00	\$97.58	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 120' boom or longer	EN-324-SW120	\$63.11	\$83.05	\$102.98	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$64.11	\$84.55	\$104.98	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 140' boom or longer	EN-324-SW140	\$64.29	\$84.82	\$105.34	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$65.29	\$86.32	\$107.34	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 220' or longer	EN-324-SW220	\$64.56	\$85.22	\$105.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$65.56	\$86.72	\$107.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 300' or longer	EN-324-SW300	\$66.06	\$87.47	\$108.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$67.06	\$88.97	\$110.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				

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Classification		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Boom & Jib 400' or longer	EN-324-SW400	\$67.56	\$89.72	\$111.88	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$68.56	\$91.22	\$113.88	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator	EN-324-SWCO	\$62.75	\$82.51	\$102.26	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
	Apprentice Rates:				
	0-999 hours	\$49.40	\$63.26	\$77.11	
	1,000-1,999 hours	\$51.38	\$66.23	\$81.07	
	2,000-2,999 hours	\$53.35	\$69.19	\$85.01	
	3,000-3,999 hours	\$55.33	\$72.16	\$88.97	
	4,000-4,999 hours	\$57.30	\$75.11	\$92.91	
	5,000 hours	\$59.28	\$78.08	\$96.87	
Crane Operator w/ Oiler	EN-324-SWCO-O	\$63.75	\$84.01	\$104.26	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Compressor or Welder Operator	EN-324-SWCW	\$55.30	\$71.33	\$87.36	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe	EN-324-SWHO	\$62.11	\$81.55	\$100.98	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Oiler	EN-324-SWO	\$53.89	\$69.22	\$84.54	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Tower Crane & Derrick where work is 50' or more	EN-324-SWTD50	\$63.84	\$84.14	\$104.44	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Tower Crane & Derrick 50' or more w/ Oiler	EN-324-SWTD50-O	\$64.84	\$85.64	\$106.44	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Operating Engineer Underground					
Class I Equipment	EN-324A1-UC1	\$55.54	\$71.56	\$87.57	H H H H H H D Y
	Apprentice Rates:				
	0-999 hours	\$44.09	\$55.30	\$66.52	
	1,000-1,999 hours	\$45.68	\$57.70	\$69.70	
	2,000-2,999 hours	\$47.28	\$60.09	\$72.90	
	3,000-3,999 hours	\$48.88	\$62.49	\$76.10	
	4,000-4,999 hours	\$50.49	\$64.91	\$79.32	
	5,000-5,999 hours	\$52.09	\$67.30	\$82.52	
Class II Equipment	EN-324A1-UC2	\$50.81	\$64.46	\$78.11	H H H H H H D Y
Class III Equipment	EN-324A1-UC3	\$50.08	\$63.37	\$76.65	H H H H H H D Y
Class IV Equipment	EN-324A1-UC4	\$49.51	\$62.52	\$75.51	H H H H H H D Y
Master Mechanic	EN-324A1-UMM	\$55.79	\$71.93	\$88.07	H H H H H H D Y
Painter					
Painter	PT-1052-BR	\$35.80	\$47.68	\$59.55	X X H X X X H D Y
Comment	Make up day allowed				
	The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.93	\$29.87	\$35.81	
	2nd year, 1st 6 months	\$26.30	\$33.43	\$40.55	
	2nd year, 2nd 6 months	\$28.67	\$36.98	\$45.29	
	3rd year, 1st 6 months	\$31.05	\$40.55	\$50.05	
	Until completion	\$33.43	\$44.12	\$54.81	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - Work of a high risk nature of a falling height up to 30 feet	PT-1052-HR	\$36.10	\$48.48	\$60.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.73	\$29.92	\$36.11	
	2nd year, 1st 6 months	\$26.20	\$33.63	\$41.05	
	2nd year, 2nd 6 months	\$28.67	\$37.33	\$45.99	
	3rd year, 1st 6 months	\$31.15	\$41.05	\$50.95	
	Until completion	\$33.63	\$44.77	\$55.91	
Painter - All work of a falling height of 31 - 44 feet	PT-1052-HR01	\$36.40	\$48.93	\$61.45	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.87	\$30.13	\$36.39	
	2nd year, 1st 6 months	\$26.38	\$33.89	\$41.41	
	2nd year, 2nd 6 months	\$28.89	\$37.66	\$46.43	
	3rd year, 1st 6 months	\$31.39	\$41.41	\$51.43	
	Until completion	\$33.89	\$45.16	\$56.43	
Painter - All work of a falling height of 45 - 59 feet	PT-1052-HR02	\$36.50	\$49.08	\$61.65	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.93	\$30.22	\$36.51	
	2nd year, 1st 6 months	\$26.44	\$33.99	\$41.53	
	2nd year, 2nd 6 months	\$28.95	\$37.75	\$46.55	
	3rd year, 1st 6 months	\$31.47	\$41.53	\$51.59	
	Until completion	\$33.99	\$45.31	\$56.63	
Painter - All work of a falling height of 60 - 74 feet	PT-1052-HR03	\$36.60	\$49.23	\$61.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.97	\$30.28	\$36.59	
	2nd year, 1st 6 months	\$26.50	\$34.07	\$41.65	
	2nd year, 2nd 6 months	\$29.02	\$37.85	\$46.69	
	3rd year, 1st 6 months	\$31.55	\$41.65	\$51.75	
	Until completion	\$34.07	\$45.43	\$56.79	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - All work of a falling height of 75 - 89 feet	PT-1052-HR04	\$36.70	\$49.38	\$62.05	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.03	\$30.37	\$36.71	
	2nd year, 1st 6 months	\$26.56	\$34.17	\$41.77	
	2nd year, 2nd 6 months	\$29.09	\$37.96	\$46.83	
	3rd year, 1st 6 months	\$31.63	\$41.77	\$51.91	
	Until completion	\$34.17	\$45.58	\$56.99	
Painter - All work of a falling height of 90 - 104 feet	PT-1052-HR05	\$36.80	\$49.53	\$62.25	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.07	\$30.43	\$36.79	
	2nd year, 1st 6 months	\$26.62	\$34.25	\$41.89	
	2nd year, 2nd 6 months	\$29.16	\$38.07	\$46.97	
	3rd year, 1st 6 months	\$31.71	\$41.89	\$52.07	
	Until completion	\$34.25	\$45.70	\$57.15	
Painter - All work of a falling height of 105 - 119 feet	PT-1052-HR06	\$36.90	\$49.68	\$62.45	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.13	\$30.52	\$36.91	
	2nd year, 1st 6 months	\$26.68	\$34.35	\$42.01	
	2nd year, 2nd 6 months	\$29.23	\$38.17	\$47.11	
	3rd year, 1st 6 months	\$31.79	\$42.01	\$52.23	
	Until completion	\$34.35	\$45.85	\$57.35	
Painter - All work of a falling height of 120 - 134 feet	PT-1052-HR07	\$37.00	\$49.83	\$62.65	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.17	\$30.58	\$36.99	
	2nd year, 1st 6 months	\$26.74	\$34.43	\$42.13	
	2nd year, 2nd 6 months	\$29.30	\$38.27	\$47.25	
	3rd year, 1st 6 months	\$31.87	\$42.13	\$52.39	
	Until completion	\$34.43	\$45.97	\$57.51	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - All work of a falling height of 135 - 149 feet	PT-1052-HR08	\$37.10	\$49.98	\$62.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.23	\$30.67	\$37.11	
	2nd year, 1st 6 months	\$26.80	\$34.53	\$42.25	
	2nd year, 2nd 6 months	\$29.37	\$38.38	\$47.39	
	3rd year, 1st 6 months	\$31.95	\$42.25	\$52.55	
	Until completion	\$34.53	\$46.12	\$57.71	
Painter - All work of a falling height of 150 - 164 feet	PT-1052-HR09	\$37.20	\$50.13	\$63.05	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.27	\$30.73	\$37.19	
	2nd year, 1st 6 months	\$26.86	\$34.61	\$42.37	
	2nd year, 2nd 6 months	\$29.45	\$38.50	\$47.55	
	3rd year, 1st 6 months	\$32.03	\$42.37	\$52.71	
	Until completion	\$34.61	\$46.24	\$57.87	
Painter - All work of a falling height of 165 - 179 feet	PT-1052-HR10	\$37.30	\$50.28	\$63.25	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.33	\$30.82	\$37.31	
	2nd year, 1st 6 months	\$26.92	\$34.71	\$42.49	
	2nd year, 2nd 6 months	\$29.51	\$38.59	\$47.67	
	3rd year, 1st 6 months	\$32.11	\$42.49	\$52.87	
	Until completion	\$34.71	\$46.39	\$58.07	
Painter - All work of a falling height of 180 - 194 feet	PT-1052-HR11	\$37.40	\$50.43	\$63.45	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.37	\$30.88	\$37.39	
	2nd year, 1st 6 months	\$26.98	\$34.79	\$42.61	
	2nd year, 2nd 6 months	\$29.59	\$38.71	\$47.83	
	3rd year, 1st 6 months	\$32.19	\$42.61	\$53.03	
	Until completion	\$34.79	\$46.51	\$58.23	

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - All work of a falling height of 195 - 209 feet	PT-1052-HR12	\$37.50	\$50.58	\$63.65	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.43	\$30.97	\$37.51	
	2nd year, 1st 6 months	\$27.04	\$34.89	\$42.73	
	2nd year, 2nd 6 months	\$29.65	\$38.80	\$47.95	
	3rd year, 1st 6 months	\$32.27	\$42.73	\$53.19	
	Until completion	\$34.89	\$46.66	\$58.43	
Painter - All work of a falling height of 210 - 224 feet	PT-1052-HR13	\$37.60	\$50.73	\$63.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.47	\$31.03	\$37.59	
	2nd year, 1st 6 months	\$27.10	\$34.97	\$42.85	
	2nd year, 2nd 6 months	\$29.73	\$38.92	\$48.11	
	3rd year, 1st 6 months	\$32.35	\$42.85	\$53.35	
	Until completion	\$34.97	\$46.78	\$58.59	
Painter - Sign Display					
The trade jurisdiction consists of painting and other related surface finishing operations; lettering, and all operations so related; pictorial and graphic art work; screen process procedures; application of photographs, translates, refinished surface-type materials used in lieu of painted methods, display graphics; adhesive backed lettering and art work; sign hanging, sign installation, erection and construction; bulletin board construction; plastic sign fabrication; advertising displays and exhibits; and the preparing of surfaces for finishing of the same to include but not limited to application of filler of seams, grooves, nail and/or screw holes; and such area practices pertaining to the sign and display industry.	PT-591	\$19.94	\$29.93	\$39.88	X X X X X X X D N
Pipe and Manhole Rehab					
General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247	\$28.20	\$38.20		H H H H H H H H N
Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2	\$32.70	\$44.95		H H H H H H H H N

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Classification		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	\$31.45	\$43.07		H H H H H H H N
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	\$33.20	\$45.70		H H H H H H H N
Combo Unit driver & Jetter-Vac Operator	TM247-5	\$33.20	\$45.70		H H H H H H H N
Pipe Bursting & Slip-lining Equipment Operator	TM247-6	\$34.20	\$47.20		H H H H H H H N
Plasterer					
Plasterer	BR9-12-PL	\$44.02	\$56.73	\$69.43	H H H H H H D Y
Comment					
4 10s allowed M-F					
	Apprentice Rates:				
	0-749 hours	\$34.36	\$42.49	\$50.64	
	750-1499 hours	\$35.74	\$44.57	\$53.40	
	1500-2249 hours	\$37.12	\$46.63	\$56.16	
	2250-2999 hours	\$38.50	\$48.71	\$58.92	
	3000-3749 hours	\$39.88	\$50.77	\$61.68	
	3750-4499 hours	\$41.26	\$52.85	\$64.44	
Plasterer	PL16-3	\$36.61	\$48.48	\$60.34	H H H H H H D N
	Apprentice Rates:				
	1st year	\$28.30	\$36.01	\$43.72	
	2nd year	\$30.68	\$39.58	\$48.48	
	3rd year	\$33.05	\$43.14	\$53.22	
Plumber, Pipefitter, HVAC & Refrigeration					
Pipe Trades Helper (Mechanical Helper)	PL-370-PFH	\$22.69	\$34.04	\$45.38	H H H H H H D Y
Comment					
4 10s allowed M-F					
Plumber trainee helper	PL-370-PLH	\$22.69	\$34.04	\$45.38	H H H H H H D Y
Comment					
4 10s allowed M-F					

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Plumber, Pipefitter, Welder, HVAC & Refrigeration					
Plumber, Pipefitter, Welder, HVAC & Refrigeration	PL-370	\$55.01	\$82.07	\$109.12	H H H H H H D Y
Comment					
4 10s allowed M-F					
Apprentice Rates:					
1st 6 months		\$26.19	\$39.01	\$51.83	
2nd 6 months		\$27.99	\$41.71	\$55.43	
3rd 6 months		\$34.80	\$51.93	\$69.05	
4th 6 months		\$36.61	\$54.64	\$72.67	
5th 6 months		\$38.41	\$57.34	\$76.27	
6th 6 months		\$40.22	\$60.05	\$79.89	
7th 6 months		\$42.02	\$62.75	\$83.49	
8th 6 months		\$43.83	\$65.47	\$87.11	
9th 6 months		\$45.63	\$68.17	\$90.71	
final 6 months		\$47.44	\$70.89	\$94.33	
Roofer					
Commercial Roofer	RO-149-MMA	\$38.61	\$50.72	\$62.82	H H H H H H D Y
Comment					
Make up day allowed					
Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.					
Apprentice Rates:					
Apprentice 1		\$23.23	\$27.64	\$32.06	
Apprentice 2		\$25.14	\$30.51	\$35.88	
Apprentice 3		\$27.09	\$33.44	\$39.78	
Apprentice 4		\$29.00	\$36.30	\$43.60	
Apprentice 5		\$30.92	\$39.18	\$47.44	
Apprentice 6		\$32.83	\$42.04	\$51.26	
Sewer Relining					
Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	\$43.66	\$59.01	\$74.36	H H H H H H D N
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.					
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	\$42.13	\$56.72	\$71.30	H H H H H H D N

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Sheet Metal Worker					
Sheet Metal Worker	SHM-7-4	\$52.05	\$66.87	\$81.69	H H H X H H D Y
Comment	Make up day allowed				
	Saturday, 4 10s allowed as consecutive days, M-Th or T-F				
	Apprentice Rates:				
	1st 6 months	\$26.93	\$33.60	\$40.27	
	2nd 6 months	\$28.41	\$35.82	\$43.23	
	3rd 6 months	\$29.89	\$38.04	\$46.19	
	4th 6 months	\$31.37	\$40.26	\$49.15	
	5th 6 months	\$41.23	\$50.87	\$60.50	
	6th 6 months	\$42.71	\$53.09	\$63.46	
	7th 6 months	\$44.19	\$55.31	\$66.42	
	8th 6 months	\$45.67	\$57.53	\$69.38	
Sprinkler Fitter					
Sprinkler Fitter	SP 669	\$51.64	\$68.45	\$85.26	H H H H H H D Y
	Make up day allowed				
	Apprentice Rates:				
	Class 1	\$23.03	\$30.60	\$38.16	
	Class 2	\$24.71	\$33.12	\$41.52	
	Class 3	\$34.01	\$43.26	\$52.50	
	Class 4	\$35.69	\$45.78	\$55.86	
	Class 5	\$37.62	\$48.55	\$59.47	
	Class 6	\$39.30	\$51.07	\$62.83	
	Class 7	\$40.99	\$53.60	\$66.21	
	Class 8	\$42.67	\$56.12	\$69.57	
	Class 9	\$44.35	\$58.64	\$72.93	
	Class 10	\$46.03	\$61.16	\$76.29	
Tile, Marble and Terrazzo Finisher					
Finisher	BR9-12-TF	\$36.72	\$47.07	\$57.42	H H H H H H D Y
Comment	4 10s allowed M-F				
	Apprentice Rates:				
	0-749 hours	\$28.83	\$35.45	\$42.08	
	750-1499 hours	\$29.96	\$37.15	\$44.34	
	1500-2249 hours	\$31.09	\$38.84	\$46.60	
	2250-2999 hours	\$32.21	\$40.52	\$48.84	
	3000-3749 hours	\$33.34	\$42.21	\$51.10	
	3750-4499 hours	\$34.47	\$43.91	\$53.36	

Unofficial Rates For Informational Purposes Only

Genesee County

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<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Truck Driver					
	on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB1	\$44.10	\$48.81	H H H H H H H Y
	of all trucks of 8 cubic yard capacity or over	TM-RB1A	\$44.20	\$48.96	H H H H H H H Y
	on euclid type equipment	TM-RB1B	\$44.35	\$49.19	H H H H H H H Y
	Make up day allowed				

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

5/1/2018

APPENDIX 5 –SAMPLE CONTRACT

**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 AUTHORITY (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 parties.

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 Contract parties is for a period beginning (DATE). The end date of term of service will be no later than (DATE), with all demolition Work, including backfill and winter-grade completed no later than (DATE), unless otherwise agreed to in writing by both parties.

All demolition and winter-grade Work must be completed and GCLBA inspections requested by (DATE) and paperwork and payment requests must be submitted to the Grant/Compliance Manager by (DATE). All final-grade Work must be completed by (DATE) and final paperwork and payment requests must be submitted to the Grant/Compliance Manager by (DATE).

ORDER TO PROCEED. An Order To Proceed will be issued within 10 days of this Contract execution upon receipt of an original copy of Payment and Performance Bond and project Work schedule, depending on the readiness of the Work.

SECTION 3. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 applies to HUD-funded Housing and Community Development projects.

For Section 3 covered Contracts: A project assisted under a program providing direct federal financial assistance from HUD is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Contractor will comply with the Section 3 Clause as described in Attachment A. By signing this Contract the Contractor is providing a Statement of Assurances that they will comply with these Federal Contract Provisions and other requirements set forth in this Contract.

All other Contracts: GCLBA strives to support the objectives of the Section 3 Program as implemented by HUD. Contractor agrees, to the greatest extent feasible, to document and provide job training, employment, and Contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

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

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

FEES AND PAYMENT. The GCLBA will pay the Contractor a fixed price not to exceed (\$\$\$\$\$). The GCLBA will not pay for services beyond the funds available in the (FUNDING SOURCE) funding or the Contract amount, unless agreed to, in advance and in writing, by both parties to this Contract.

All costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions or applicable Federal, State and local laws, rules, regulations and conditions mandated by GCLBA. 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.).

CITY INCOME TAX WITHHOLDING Contractor and any subcontractor engaged in this contract shall withhold from each payment to their employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions as follows:

- 1) Residents of the City: At a rate equal to one per cent (1%) of all compensation paid to the employee who is a resident of the City of Flint.
- 2) Non-residents: At a rate equal to one-half of one per cent (1/2%) of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of contract.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency Contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION. The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State and local fair employment practices and equal opportunity laws. The Contractor agrees that it shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to

perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this Contract.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) The Contractor shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1\frac{1}{2}$, times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available for review upon request.

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

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

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

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

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

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

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

CONFLICT OF INTEREST Contractor represents that the Contractor has no knowledge that any employee, representative or agent of the GCLBA who has directly or indirectly participated on behalf of the GCLBA in the procurement is acting in violation of MCL 15.322 or MCL 15.342.

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

INTEREST OF THE GCLBA AND LOCAL PUBLIC OFFICIALS. The undersigned certifies, to the best of his or her knowledge and belief that: no member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the administration of the **(FUNDING SOURCE)** Funding, no other officer or employee or public official of the GCLBA, who exercises such functions or responsibilities, and no member of the City Government of the City of Flint, shall have any interest, direct or indirect, in this Contract. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the GCLBA.

RETENTION AND ACCESS TO RECORDS. The Contractor shall maintain for a period of five (5) years all supporting documents, financial records, statistical records and all other records pertinent to this Contract. GCLBA, the State of Michigan, U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives as well as any and all relevant

governmental agencies shall have access to any books, documents, papers and records of the Contractor which are pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

INSPECTION All goods are subject to inspection and testing. If goods are defective or fail to meet the bid specifications, the GCLBA shall have the right to reject the goods or to correct the defects. The contractor shall pay the GCLBA for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, GCLBA will dispose of the goods without further liability to the GCLBA. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

RIGHT TO INSPECT The GCLBA may, at reasonable times, inspect the place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

ARBITRATION CLAUSE. Any dispute arising out of or relating to this agreement that has not been resolved by good-faith negotiations will be finally settled by arbitration in accordance with Michigan statute 2012 PA 371, MCL 691.1681 et. seq. by a sole arbitrator. The place of arbitration will be Flint, Michigan. The arbitrator is not empowered to award damages in excess of any lawful limitations on damages provided in this agreement.

The statute of limitations of State of Michigan applicable to the commencement of the lawsuit will apply to the commencement of an arbitration under this section.

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

INDEMNIFICATION AND INSURANCE. During the term of the Contract the Contractor must carry and maintain current insurance coverage of the types and amounts required as set forth in the Insurance Checklist as defined in Attachment A of the Request for Proposals documents. The GCLBA must be named as additional insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

Contractor shall defend, indemnify and hold harmless GCLBA, and their respective directors, officers, employees, agents, sureties and servants, from and against all damages, liabilities, claims, suits demands, judgments and awards (including attorney's fees and other expenses) on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of Contractor, other subcontractor, or which may occur or be alleged to have occurred in connection with the performance of the Work, whether or not GCLBA is

alleged to be concurrently negligent; provided, however, Contractor does not assume responsibility for liability to the proportional extent it arises from the active negligence of GCLBA.

TERMINATION. Either party may terminate this Contract at its convenience at any time by giving written notice at least 30 days before the effective date of such termination to the other party of such termination and specifying the effective date. Partial terminations of the Work may only be undertaken with the prior approval of the GCLBA. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Contractor under this agreement shall, at the option of the GCLBA, become the property of the GCLBA, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed on such documents or materials prior to the termination. The Contractor agrees to adhere to all requirements as outlined in 2 CFR 200 Subpart D, §200.339 - §200.342. These requirements include all Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

The GCLBA may also immediately suspend or terminate this Contract for cause if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the GCLBA may declare the Contractor ineligible for any further participation in GCLBA Contracts in accordance with 2 CFR 200.

This Contract may also be immediately terminated by the GCLBA for reasons of substandard or non-performance, diminution of funds, or any reasons related to changing objectives of the GCLBA. The GCLBA reserves the right to cancel Contracts for non-compliance with the terms of this Contract, reporting requirements as defined in the Work, and any of such rules, regulations, or orders as may be applicable to the Work and the funding source under which the Work is undertaken. Three months of non-compliance may result in automatic termination.

Failure of the Contractor to provide any of the tasks involved in the Work or services or achieve any of the goals, objectives or tasks required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract. The GCLBA in its sole discretion shall determine whether there has been a failure. In the event GCLBA determines that there has been a failure the GCLBA shall notify the Contractor and allow the Contractor ten (10) days to cure or implement a corrective action plan acceptable to the GCLBA for any such failure. In the event that the Contractor fails to implement a corrective action plan or cure the failure, the GCLBA may take any other action permitted by law or this Contract, including but not limited to termination of the Contract or reduction in compensation to the Contractor. In the event of a failure the GCLBA may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner and amount that appropriately reflects the costs, damages and/or injuries sustained or incurred by GCLBA.

USE OF CITY OF FLINT WATER: Any Contractor that is illegally using the City of Flint water/fire hydrants will face consequences including the possibility of debarment by the Genesee County Land Bank.

WARRANTY. In addition to any other warranties set forth elsewhere in this Contract, Contractor warrants that Work performed and materials furnished under this Contract conform to the Contract requirements and as required in the Request For Proposals, and are free of any defect of equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers of any tier. Such warranty shall continue for a period of one (1) year from the date of final acceptance of the Work by GCLBA. Under this warranty, Contractor shall remedy at its own expense any

such failure to conform or any such defect. In addition, Contractor shall remedy at its own expense any damage to real or personal property owned or controlled by Owner/Relevant Parties when that damage is the result of Contractor's failure to conform to Contractor requirements or of any defect in equipment, material, workmanship or design furnished by Contractor. Contractor shall also restore any Work damaged in fulfilling the terms of this Article.

RE-INSPECTION FEE. If the Contractor's Work fails the GCLBA's inspection, the GCLBA will charge Contractor a \$75 fee per re-inspection.

MODIFICATION OF CONTRACT. No modification of this Contract will be made except by the written addendum, signed by the Contractor and the GCLBA.

NOTICES. Any notices or modifications given under this Contract will be in writing and served personally or sent by certified or registered mail. Such notice is effective upon receipt by the other party.

Notices for the OWNER/GCLBA should be sent to: **(DIRECTOR NAME)**, Executive Director
GENESEE COUNTY LAND BANK AUTHORITY
452 S. Saginaw Street, 2nd Floor
Flint, Michigan 48502

Notices for the Contractor should be sent to: **(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)**
(NAME OF BUSINESS ENTITY)
(ADDRESS OF BUSINESS ENTITY)

CONTRACT ENTERED INTO BY:
GENESEE COUNTY LAND BANK AUTHORITY

(NAME OF BUSINESS ENTITY)

(DIRECTOR NAME), Executive Director

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)

Date

Date

Witnessed by:

Witnessed by:

Email: _____

Phone: _____

Federal Identification Number: _____

License Number: _____

ATTACHMENT A

SECTION 3 CLAUSE. All Section 3 covered Contracts shall include the following clause (referred to as the "Section 3 Clause"):

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

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

COVERSHEET FOR ALL PAYMENT REQUEST PACKETS*

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

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

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

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

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

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

Contractor

Date Submitted

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

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

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

GCLBA Demolition Team Reviewer

Date

REQUEST FOR FINAL PAYMENT CHECKLIST

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

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

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

Demolition Contractors:

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

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

Y/N	
	<input type="checkbox"/> Payment Request Form
	<input type="checkbox"/> Sworn Statement (All subcontractor must be listed)
	<input type="checkbox"/> Waivers of Lien from yourself
	<input type="checkbox"/> Waivers of Lien from all subcontractors listed on Sworn Statement
	<input type="checkbox"/> Invoice on Contractor's Letterhead (Can use a master invoice that lists all addresses included in payment request and parcel number. Highlight property for this packet.)
	<input type="checkbox"/> Attestation Form(s)
ABATEMENT CONTRACTORS	
	<input type="checkbox"/> Before and after Pictures of items removed/abated uploaded to Box.com
	<input type="checkbox"/> Field Report/Daily Log
	<input type="checkbox"/> Address Specific Abatement Summary Tracking Sheet
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Line Item Invoice
	<input type="checkbox"/> Pre-Abatement Walkthrough form
DEMOLITION CONTRACTORS	
	<input type="checkbox"/> Before and After Photographs of the site (labeled – front, back, left side, right side),sidewalks and approaches
	<input type="checkbox"/> Completed State NESHAP Notification
	<input type="checkbox"/> Pre-Demolition Walkthrough form
	<input type="checkbox"/> Watering Report
	<input type="checkbox"/> <u>Field Report/Daily Log/ Inventory Sheet</u> with supporting paperwork: (a) Legible copies of disposal manifests and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility. (b) A copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional. (c). A copy of the scrap metal receipt for AST/USTs and other metals. <i>(All asbestos containing waste must be identified; friable and non-friable)</i>
	<input type="checkbox"/> Trucking Log – tracking the transportation and disposal of C & D waste. <i>(Contractor must provide Friable Asbestos Manifests and receipts for structures demolished as asbestos containing.)</i>
	<input type="checkbox"/> Demolition Permit
	<input type="checkbox"/> Soil Erosion Permit or Waiver
	<input type="checkbox"/> City or Township Inspection receipt - <input type="checkbox"/> Winter-Grade <input type="checkbox"/> Final Grade
	<input type="checkbox"/> GCLBA Demolition Inspector Report- Does GCLBA Demolition Inspector approved payment for request? <input type="checkbox"/> Yes <input type="checkbox"/> No



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

Description of work completed:	Amount:
Total:	

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

Contractor

Date _____

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

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

GCLBA Demolition Team Reviewer

Date _____

DEMOLITION ONLY:

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



SWORN STATEMENT

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

_____ being duly sworn deposes and says:

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

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

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

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

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

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

Contractor's Name: _____ Deponent)

By: _____

Its: _____

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

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

_____, Notary Public

_____, County, Michigan

My commission expires: _____



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

SWORN STATEMENT

Project Location:

Parcel ID No.:

Type of Project:

Contact Person:

_____ being duly sworn deposes and says:

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

Address:

Parcel #:

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

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

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

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

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

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

By: _____

Its: _____

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

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

_____ Notary

Public _____ County, Michigan

My commission expires: _____

FULL CONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



FULL CONDITIONAL WAIVER OF LIEN

Project Location:

Parcel ID Number:

Type of Project:

Contact Person:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



FULL UNCONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Project Location:

Parcel ID Number:

Type of Project:

Contact Person:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

STATEMENT OF ACCOUNT

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL UNCONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

STATEMENT OF ACCOUNT

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Bid Number:

Contact Person:

Type of Project:

Contact Phone Number:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

(date of draw cutoff or actual payment)

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

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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



PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location:

Parcel ID Number:

Type of Project:

Contact Person:

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

(Other contracting party)

to provide:

(Type of Improvement)

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

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

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

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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

TRUCKING LOG



BID NUMBER: _____

CONTRACTOR: _____

PARCEL NUMBER: _____

SUPERVISOR: _____

ADDRESS: _____

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

Demolition- Final Grading Seeding and Watering Report



Contractor: _____

Contact name: _____

Contact Phone: _____

Demolition Site location:

Demolition site street address: _____ City: _____

Parcel ID: _____

Seeding and Watering Checklist:

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

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

I hereby certify the above information to be accurate.

(Contractor)

(Printed name)

(signature)

Date: _____

APPENDIX 6 –EXAMPLE ABATEMENT SUMMARY SHEET

EXAMPLE ABATEMENT SUMMARY SHEET

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

EXAMPLE ABATEMENT SUMMARY SHEET

No.	Parcel ID	Address	Material	Quantity & Units	Quantity Removed by Contractor	Material Destination	Associated Manifest/BOL	Associated Receipt
5 40-02-401-024	2413 HUMBOLDT AVE	Mercury Thermostat		1				
5 40-02-401-024	2413 HUMBOLDT AVE	Tires		3				
5 40-02-401-024	2413 HUMBOLDT AVE	Tires		9				
5 40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)		135		Square feet		
5 40-02-401-024	2413 HUMBOLDT AVE	Duct Wrap		2		Square feet		
5 40-02-401-024	2413 HUMBOLDT AVE							
5 40-02-401-024	2413 HUMBOLDT AVE							
5 40-02-401-024	2413 HUMBOLDT AVE							
5 40-02-401-024	2413 HUMBOLDT AVE							
5 40-02-401-024	2413 HUMBOLDT AVE							
5 40-02-401-024	2413 HUMBOLDT AVE							
6 40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light		2- 4' Bulbs				
6 40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light		1 Ballast				
6 40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light		2- 4' Bulbs				
6 40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light		3 Ballasts				
6 40-02-401-018	2437 HUMBOLDT AVE	Security Battery		1				
6 40-02-401-018	2437 HUMBOLDT AVE	Fluorescent Light		1 Ballast				
6 40-02-401-018	2437 HUMBOLDT AVE	Tire		1				
6 40-02-401-018	2437 HUMBOLDT AVE	Transite Siding		1,985		Square feet		
6 40-02-401-018	2437 HUMBOLDT AVE	Window Caulk (20 Windows)		10		Square feet		
6 40-02-401-018	2437 HUMBOLDT AVE	Duct Wrap (3 boots/4 runs)		135		Square feet		
6 40-02-401-018	2437 HUMBOLDT AVE	Stucco- Rough Textured		574		Square feet		
6 40-02-401-018	2437 HUMBOLDT AVE							
6 40-02-401-018	2437 HUMBOLDT AVE							
6 40-02-401-018	2437 HUMBOLDT AVE							
6 40-02-401-018	2437 HUMBOLDT AVE							
6 40-02-401-018	2437 HUMBOLDT AVE							
7 40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector		2				
7 40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector		1				
7 40-02-182-023	2501 HUMBOLDT AVE	Smoke Detector		1				
7 40-02-182-023	2501 HUMBOLDT AVE	Duct Wrap (10 boots/4 runs)		170		Square feet		
7 40-02-182-023	2501 HUMBOLDT AVE	9" Gray Multi-Colored Floor Tile		452		Square feet		
7 40-02-182-023	2501 HUMBOLDT AVE							
7 40-02-182-023	2501 HUMBOLDT AVE							
7 40-02-182-023	2501 HUMBOLDT AVE							
7 40-02-182-023	2501 HUMBOLDT AVE							

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

APPENDIX 7 – EXAMPLE BACKFILL & TOP SOIL SAMPLING AND CERTIFICATION FORMS

DATE

CONTRACT ADMINISTRATOR

Genesee County Land Bank Authority

452 S. Saginaw Street, 2nd Floor

Flint, Michigan 48502

Subject: TYPE OF MATERIAL Certification

LOCATION OF MATERIAL

ADDRESS

CITY, Michigan ZIP CODE

Dear **CONTRACT ADMINISTRATOR,**

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

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

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

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

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

Sincerely,

COMPANY NAME

COMPANY REPRESENTATIVE

TITLE

Topsoil Material Certification Form

Company: _____

Address: _____

Soil Type and Category per Section 300 Part 2: _____

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

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

Is topsoil material amended? Describe: _____

Soil Location (Name, address): _____

Sampler(s) Name/Contact Information: _____

Sample Collection Date(s): _____

Analytical Testing Firm(s): _____

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

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

Notes:

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

Attachments:

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

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

General Backfill Material Certification Form

Company: _____

Address: _____

Soil Type and Category per Section 300 Part 2: _____

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

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

Soil Location, Name, Address: _____

Sampler(s) Name/Contact Information: _____

Sample Collection Date: _____

Analytical Testing Firm(S): _____

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

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

Notes:

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

Attachments:

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

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

APPENDIX 8- EVALUATION CRITERIA & SCORING

Contractor: _____

Bid #: _____

EVALUATION CRITERIA AND SCORING – Commercial Bid Packets – Demo & Abate

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

A. PROPOSAL/EVALUATION CRITERIA:

Evaluation Factors	Maximum Points
Ability to Meet Production Goals within Timelines The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	30*
Experience working on environmental cleanup or UST removal projects for the EPA, MDEQ, government or private entity in past 5 years.	5
HUD Section 3 Contractors can receive additional consideration in scoring per Section 3 Regulations in 24 CFR Part 135 for: 1. Being a Section 3 Certified Business Concern, and 2. Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference.	15
Price The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.	50

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

Contractor: _____

Bid #: _____

Ability to Meet Production Goals within Timelines (30 Points)

1. **Experience** in the appropriate scope of work as outlined in the RFP. (3 points)

Five (5) to nine (9) years of experience in the demolition and disposal of residential/commercial structures.	1 Point
Ten (10) or more years of experience in the demolition and disposal of residential/commercial structures.	3 Points

2. **Capacity – Part 1:** Does the firm demonstrate through their RFP packet that the firm has the capacity and experience to complete the projects **within the time frame identified in this Request for Proposal?** (If they do not have the required equipment, are they subcontracting with a company/individual that has the required qualifications?). (14 points)

Contractor demonstrates experience on similar projects within the past five years.	Up to 2 Points
Staffing: 0-25 employees (1 point) 26-50 employees (2points) 51- 100 employees (3 points) 100-150 employees (4 points) 150+ employees (5 points)	Up to 5 Points
Experience and licensure of committed employees	Up to 3 points
Capacity: Does the contractor and subcontractor (as applicable) have commitments to other projects that will compete with this project? (No = 4 points, Yes = see below) A. Does contractor have commitments that will compete with this project and delay implementation? a. Yes = 0 Points b. No = 2 points (No competing projects) B. Does subcontractor have commitments that will compete with this project and delay implementation? a. Yes = 0 Points b. No = 2 points (No competing projects)	Up to 4 points

Contractor: _____

Bid #: _____

- ☐ Does the firm have **adequate staffing** to complete the project **within the time frame identified in this Request for Proposal?** (If not, are they subcontracting with a company/individual that has the required qualifications?) An answer of "No" to this question will result in zero (0) points above or a determination that the bid is "non-responsive" depending upon the discrepancy.
- ☐ Does the firm have **adequate equipment** to complete project **within the time frame identified in this Request for Proposal?** (If not, are they subcontracting with a company/individual that has the required qualifications?) An answer of "No" to this question will result in zero (0) points above or a determination that the bid is "non-responsive" depending upon the discrepancy.
- ☐ Does the firm have **adequate licensing** to complete project? (If not, are they subcontracting with a company/individual that has the required qualifications?) An answer of "No" to this question will result in a determination that the bid is "non-responsive." See THRESHOLD REQUIREMENTS.

3. Capacity – Part 2: Up to twenty (20) points may be deducted when evaluating Contractor capacity.

GCLBA staff will consider past experience with Contractor's response to issues and complaints, including the timeframe in which the Contractor responded to identified issues and where Contractor performed substandard work (work performed by Contractor or Contractor's subcontractors that did not meet bid specifications) on any GCLBA projects within the past 1 year from final payment on a contract.

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

*Attach the record of above described instances.

4. Demonstrated understanding of the scope of work (13 points) – Threshold Requirements

References: Has contractor held contracts with GCLBA in the past 5 years? No= See A below; Yes = See C below A. If contractor has not held a contact with GCLBA in the past 5 years, are references and projects provided for a similar time frame similar/appropriate? (No = 0 points; Yes = See B below) B. Does a sample of project contacts provide a reference noting the contract was completed on time, on budget and without complaints? (No = 0 points; Yes = 3 points) C. If contractor has held contracts with GCLBA in past 5 years, was the work completed on time, on budget, and without complaints? (No = 0 points; Yes = 5 points)	Up to 5 Points
--	----------------

Contractor: _____

Bid #: _____

Demonstrated understanding of the scope of work (cont'd)

RFP submitted included all of the required submittals/documentation & signature		Up to 3 Points
Required (Y/N)	Additional State Licenses and/MBWE/or certification included <i>(No additional points awarded if required for the project)</i>	Up to 5 points
Y	- Asbestos Abatement Licenses (1 Point)	
Y	- HAZWOPER Certification (1 Point)	
N	- Contractor us MBE/WBE/DVE (2 points) or - submits plan to utilize MBE/WBE/DVE as sub (1 point)	
N	- Lead Awareness/Abatement (1 Point)	
N	- City of Flint Sidewalk Licensed Contractor (1 Point)	
N	- Storm Water Management Certifications (1 Point)	
Y	- Tire Hauler Registration (1 Point)	
N	- Other additional license or certification deemed relevant to the bid (1 Point). List:	

5. Threshold Requirements

Does contractor have the minimum required licenses and certifications to complete the project in compliance with necessary rules and regulations?

- Asbestos Abatement License for Company: N/A YES NO
- Asbestos Supervisor Licenses for employees: N/A YES NO
- Michigan Builders License or Maintenance and Alterations license with House Wrecking *
N/A YES NO
- OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
N/A YES NO
- Tire Hauler's License N/A YES NO

Does contractor have the financial capacity to complete the project in compliance with necessary rules and regulations?

N/A YES NO

**If the answer to the above questions is "No" then submission is to be considered
NON-RESPONSIVE.**

Contractor: _____

Bid #: _____

Section 3 Preference (15 Points)

1. Certified Section 3 Business Concerns. (10 points)

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

Category 1 Section 3 Business Concern	10 Points
Category 2 Section 3 Business Concern	7 Points
Category 3 Section 3 Business Concern	4 Points
Not a Section 3 Business Concern	0 Points

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

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

Contractor: _____

Bid #: _____

Evaluating Pricing Proposal

Pricing will be evaluated and scored as follows:

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

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

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

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

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

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

SELECTION PROCESS

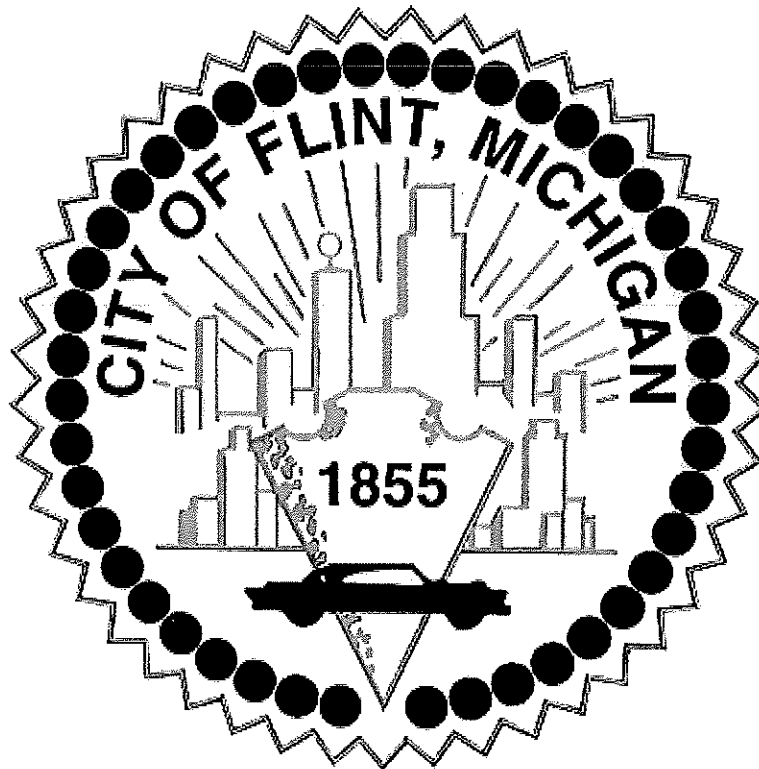
The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted on time and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract(s) shall be awarded to vendor(s) whose proposal(s) is the most responsive, responsible and offers the best service to the GCLBA in accordance with criteria set forth in RFP.

**APPENDIX 9- CDBG CONTRACT BETWEEN CITY OF FLINT
AND GENESEE COUNTY LAND BANK**

GCLB

16-062

CITY OF FLINT MICHIGAN



**Genesee County Land Bank
Authority
FY 2016-2017
CDBG – Demolition
\$684,213.00**

CONTRACTS

160376.1

RESOLUTION NUMBER: _____

PRESENTED: 8 07 2016

ADOPTED: RTAB 9-14-16

Resolution Authorizing Submission of the
2016-17 Annual Action Plan of the Consolidated Plan
to the U.S. Department of Housing and Urban Development,
and Approval of the Proposed Uses and Funding Recommendations
for Community Development Block Grant , HOME Investment Partnerships
and Emergency Solutions Grant Funds for the 2016-17 Program Year

BY THE MAYOR:

The City of Flint anticipates it will receive Title I Community Development Block Grant (CDBG) entitlement funds in the amount of \$3,615,454, HOME Investment Partnerships (HOME) entitlement funds in the amount of \$691,589, and Emergency Solutions Grant (ESG) in the amount of \$325,669 for federal fiscal year 2016 17, covering the period of July 1, 2016, through June 30, 2017, as well as any subsequent years that HUD continues to make any balances available to the City; pursuant to submission of an application to the U.S. Department of Housing and Urban Development (HUD).

The City of Flint anticipates receipt of program income in an amount up to \$30,000 from CDBG and HOME repayments of rehabilitation and economic development loans.

In order to receive this funding, the U.S. Department of Housing and Urban Development requires the City of Flint to submit an annual Action Plan of the Consolidated Plan as a component of the 5-year Consolidated Plan. This plan includes the annual Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) application.

City Administration finalized funding recommendations to for the proposed Action Plan in May 2016.

It is resolved, that City Officials approve the funding amounts and projects for the agencies listed below for the City's FY 2016-17 Community Development Block Grant program in the amount of \$3,615,454, FY 2016-17 HOME Investment Partnerships program in the amount of \$691,589, and FY 2016-17 Emergency Solutions Grant program in the amount of \$325,669, and include any program income which might become available as a result of receipt of these funds.

CDBG USES

ADMINISTRATION/PLANNING

<u>DCED – Administration</u>	<u>\$723,090</u>
TOTAL PLANNING/ADMINISTRATION	\$723,090

SECTION 108 LOAN REPAYMENT \$245,000

ACTIVITY DELIVERY \$105,151

PUBLIC SERVICES

Youth Activities – Big Brothers/Big Sisters	\$60,000
Youth Initiatives – Boys and Girls Club	\$20,000
Youth Recreation – United Way	\$80,000
Youth Activities – Flint PAL	\$58,000
Literacy Coalition – Mott Community College	\$100,000
Southside Choice Neighborhood Safety – Flint Police Dept	\$100,000
Housing Discrimination Testing – Legal Services of Eastern MI	\$24,000
Senior Service Programs – Valley Area Agency on Aging (VAAA)	\$50,000
<u>Mental Health Services – Ennis Center</u>	<u>\$50,000</u>
TOTAL PUBLIC SERVICE ALLOCATIONS	\$542,000

HOUSING

Emergency Home Repairs - GCCARD	\$260,000
Owner Occupied Rehab – Habitat for Humanity	\$200,000
<u>Ramps – The Disability Network</u>	<u>\$15,000</u>
TOTAL HOUSING	\$475,000

FACILITY IMPROVEMENTS

<u>Parks Facility Improvements – DPD</u>	<u>\$35,000</u>
TOTAL FACILITY IMPROVEMENTS	\$35,000

BLIGHT ELIMINATION ACTIVITIES

Residential and Commercial Demolition – GCLBA	\$684,213
Residential and Commercial Demolition – DPD	\$117,000
Code Enforcement – DPD	\$499,000
Neighborhood Enhancements Program – DPD	\$100,000
<u>Neighborhood Cleanups - DPD</u>	<u>\$90,000</u>
TOTAL BLIGHT ACTIVITIES	\$1,490,213

TOTAL CDBG USES \$3,615,454

HOME USES

City of Flint – Administration	\$69,158
Homebuyer New Construction – Habitat for Humanity	\$230,850
Mixed Income Multi-family development – tbd	\$166,581
CHDO Operating – Habitat for Humanity	\$25,000
<u>Housing Loan Fund Financing/DPA – Metro Comm Dev</u>	<u>\$200,000</u>
TOTAL HOME USES:	\$691,589

ESG USES

ADMINISTRATION

DCED Administration	\$4,884
<u>Metro Community Development Administration</u>	<u>\$19,540</u>
TOTAL ADMINISTRATION	\$24,424

SHELTER ESSENTIAL SERVICES

My Brother's Keeper	\$20,000
Genesee County Youth Corporation – REACH	\$30,000
Shelter of Flint	\$38,000
<u>YWCA</u>	<u>\$10,000</u>
TOTAL ESSENTIAL SERVICES	\$98,000

SHELTER OPERATIONS

My Brother's Keeper	\$8,000
Genesee County Youth Corporation – REACH	\$16,325
Shelter of Flint	\$58,000
<u>YWCA</u>	<u>\$18,000</u>
TOTAL SHELTER OPERATIONS	\$100,325

HOMELESSNESS PREVENTION

GCCARD	\$75,000
<u>Legal Services – Housing Utility Law Assistance</u>	<u>\$8,000</u>
TOTAL HOMELESSNESS PREVENTION	\$83,000

DATA COLLECTION

<u>Metro Community Development</u>	<u>\$19,920</u>
TOTAL DATA COLLECTION	\$19,920

TOTAL ESG USES	\$325,669
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Further resolved, that funds in an estimated amount of up to \$20,000 in CDBG program income received from loan repayments, shall be made available for use as part of the FY 2016-17 Community Development Block Grant program and the budget amended as received;

Further resolved, that funds in an estimated amount of up to \$10,000 in HOME program income received from loan repayments, shall be made available for use as part of the FY 2016-17 HOME Investment Partnerships program and the budget amended as received;

Further resolved, that all subrecipient agencies shall conform to the standards and bidding procedures maintained by the City of Flint and such bid processes shall be approved as to form by the Chief Legal Officer of the City of Flint. Subrecipients may not obligate any funds, incur any costs, nor implement any physical activities until the Division of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from the U.S. Department of HUD and has issued a written notice to proceed to the subrecipient.

Further resolved, following notification that HUD has approved the 2016-17 Annual Action Plan through execution of a Grant Agreement with the City of Flint, the appropriate City Officials are authorized to do all things necessary to enter into sub-grantee agreements with the various agencies listed above.

Further resolved, upon receipt of the official award document from HUD, CDBG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$3,615,454 shall be made to the Division of Community and Economic Development to fund the FY 2016-17 Community Development Block Grant program;

Further resolved, upon receipt of the official award document from HUD, HOME funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$691,589 shall be made to the Division of Community and Economic Development to fund the FY 2016-17 HOME Investment Partnerships program;

Further resolved, upon receipt of the official award document from HUD, ESG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$325,669 shall be made to the Division of Community and Economic Development to fund the FY 2016-17 Emergency Solutions Grant program;

Further resolved, that the appropriate officials are hereby authorized to do all things necessary to set up the appropriate accounts in the 274 Fund.

Further resolved, that the appropriate city officials are hereby authorized to do all things necessary to move remaining unspent and available CDBG, HOME and ESG funds to fiscal year 2017.

Further resolved, that the appropriate City Officials are hereby authorized to transfer the authority to oversee the agency implementation of the City's Emergency Solutions Grant (ESG) program to Metro Community Development and the ability to request ESG reimbursement in an amount not to exceed \$301,245 on behalf of the agencies identified herein and according to the terms of the agreement

APPROVED AS TO FINANCE:



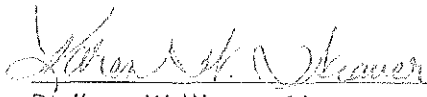
David Sabuda, Interim Chief Financial Officer

APPROVED AS TO FORM:



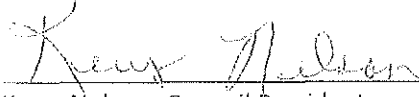
Stacy Erwin Oakes, City Attorney

ADMINISTRATION:



Dr. Karen W. Weaver, Mayor

CITY COUNCIL:



Kerry Nelson, Council President

PRESENTED TO CITY
COUNCIL:

8-09-2016

RECEIVERSHIP TRANSITION ADVISORY BOARD:

ADOPTED BY CITY
COUNCIL:

8-09-2016

**ADOPTED BY THE
RECEIVERSHIP TRANSITION
ADVISORY BOARD
SEPTEMBER 14, 2016**

CITY OF FLINT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONTRACT

BETWEEN
THE CITY OF FLINT
AND
GENESEE COUNTY LAND BANK AUTHORITY

THIS AGREEMENT, entered this 10th day of February, 2017, by and between the City of Flint (herein called the "CITY") and the Genesee County Land Bank Authority (GCLB) (herein called the "Subrecipient").

The City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (CDFA 14.218); and

The Subrecipient assures that it possesses the legal authority to enter into this Agreement, and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing the filing of the project plans. This should include all understandings and assurances contained therein, and direct and authorize the person(s) identified as the contracting official(s) of the Subrecipient to execute contractual documents on behalf of the Subrecipient, to act in connection with this Agreement, and to provide such additional information as may be required by the CITY; and

The City agrees to awards funds in an amount not to exceed \$684,213.00 to the Genesee County Land Bank Authority; and

The City wishes to engage the Subrecipient to assist the City in utilizing such funds; and

It is agreed between the parties that:

I. SCOPE OF SERVICE(S)

A. Activities

The Subrecipient will be responsible for administering CDBG funds in a manner satisfactory to the City and consistent with any standards required by the City as a condition of providing these funds. Funds for which these activities have been awarded shall be eligible under the Community Development Block Grant Program and be in accordance with all Federal laws and regulations.

The Subrecipient shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to

complete the project in accordance with the proposals submitted in 2016.

Subrecipient shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Subrecipient a written acceptance of such condition.

Activities include:

1. **Statement of work**

The Genesee County Land Bank will use CDBG funding to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The demolitions will build upon the success of previous and ongoing demolitions completed under the Neighborhood Stabilization Program, Michigan Blight Elimination Grant, and Hardest Hit Fund. The blighted structures to be demolished will include a mix of commercial and residential structures.

2. **Program Activities**
(See Attached Proposal)

3. **Tasks and Timelines**
(See Attached Timeline)

4. Budget -	
Wages	\$25,936.00
Fringes	\$5,811.00
Professional Services	\$646,094.00
Other	<u>\$6,372.00</u>
Total	\$684,213.00

Performance Measures

Objective – Creating Suitable Living Environments

Outcome – Sustainability

The City reserves the right to impose additional requirements on the Subrecipient, as may be necessary to insure compliance with HUD regulations, as well as the goals and objectives of its overall program.

B. Performance Monitoring (2 CFR 200 Subpart D)

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) where applicable, 2 CFR 200 Subpart D where applicable, and all federal regulations and policies issued pursuant to these regulations.

The City will monitor the performance of the Subrecipient against goals and performance standards as required. Substandard performance as determined by the City will constitute non-compliance with this agreement. (Substandard performance may include, but is not limited to; lack of project readiness, insufficient project resources, not meeting identified performance goals, unresponsiveness, lack of cooperation during HUD monitoring reviews, lack of spending timeliness, refusal to submit required monthly reports, etc). If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Obligated funds are defined as those funds, which the Subrecipient has committed by placing orders, awarding contracts, receiving goods or services, or completing similar documented transactions that require payment in the future. (For purposes of housing rehabilitation activities, funds become obligated when the rehabilitation contract is signed by both the homeowner and contractor.)

In addition to any other remedies the City may have, if, within one (1) year of the date of substantial completion of work, or within one (1) year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, the Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given the Subrecipient a written acceptance of such condition.

C. Performance Measurements

The Subrecipient agrees to comply with all elements of performance measurement systems as described in 2 CFR 200 Subpart D where applicable, and the March 7, 2006 Federal Register "Notice on the Outcome Performance Measurement System for Community Planning and Development's Formula Grant

Programs" where applicable.

D. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

E. Compliance with Federal Acts

The Subrecipient agrees to comply with all applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the regulations pertaining thereto; to all other applicable federal laws and regulations; and to policies of the U.S. Department of Housing and Urban Development (HUD). The Subrecipient further agrees to comply with all subsequent revisions, modifications, and amendments to the above acts, laws, rules, regulations, and procedures which will become immediately effective in this Agreement upon their enactment or promulgation. Failure by the Subrecipient to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, and which the City shall present in writing, shall be sufficient basis for termination by the City.

II. TIME OF PERFORMANCE

A. Start/End

Subrecipient's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

Services of the Subrecipient shall start on this 10th day of February, 2017 and end on this 30th day of June, 2018.

Funds not expended as of the termination date noted above shall be subject to recapture and reprogramming by the City.

The final payment request must be submitted to the City of Flint within 15 days following the end of this contract. The City of Flint is not obligated to reimburse any expenditure incurred after the completion date of this contract, (June 30, 2018).

Unspent funds will not be available to the Subrecipient under this Agreement unless and until such time as appropriate City officials have executed a Contract amendment.

B. Contract Amendment

The Division of Community and Economic Development (DCED) may grant a contract amendment to extend the time period for a grant award and/or revise the scope of services to the initial award. DCED will evaluate a request for an amendment for compliance with Consolidated Plan objectives, reporting and financial obligations governing the Community Development Block Grant Program and City and federal contractual requirements. Contract amendments may be approved for a maximum of two six- month terms. The Subrecipient must complete a Contract Amendment Request Form and submit to DCED at least 45 days before the expiration of this written agreement.

DCED's criteria for approval of a contract amendment request are as follows:

1. The request for an amendment must evidence information that impacted the Subrecipient's ability to expend funds and perform services as outlined in the scope of services
2. Financial and Activity reports must have been filed on a monthly basis

DCED reserves the right to request additional information or to assess extenuating circumstances in order to substantiate a need for a contract amendment.

DCED will execute an approved contract amendment between the Department and the Subrecipient to extend the time frame of the written agreement and/or change the scope of the agreement prior to the expiration of the initial agreement if all contract amendment conditions are met. For all contract amendments not approved by DCED, all unspent funds will be subject to reprogramming as a component of grant close out procedures.

C. Failure to Perform

a. If, through cause, the Subrecipient shall fail to fulfill in timely and proper manner the obligations of this Agreement, the City shall thereupon have the right to:

1. Give a detailed written notice to the Subrecipient of such violation.
2. Allow the Subrecipient a specified period of time to correct said violation.

b. If, after the specified period of time, the violation has not been corrected to the satisfaction of the CITY, the CITY shall specify a termination date of this Agreement, if not previously stated in the detailed written notice.

c. No specific corrective actions of the Subrecipient shall deprive the CITY of any additional rights and remedies under the terms of this Agreement.

D. Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

III. COMPENSATION AND PAYMENT

The City shall pay for such services as have been set forth herein, a contract price not to exceed Six Hundred Eighty Four Thousand, Two Hundred Thirteen and 00/100 (\$684,213.00) dollars upon submission of proper invoices, releases, affidavits, and other supporting documentation as required.

Subrecipient shall submit supporting documentation and itemized invoices for all services provided under this Agreement identifying:

- A. The date of service
- B. The name of the person providing the service and a specific description of the service provided
- C. The unit rate and the total amount due
- D. A bill setting forth each of the services rendered and the price of the services
- E. Any and all documentation relied on to justify the expense

Payment for eligible expenses shall be made against the line items specified in the budget and in accordance with performance. The City reserves the right to disallow payments to the Subrecipient. Reasons for disallowance may include, but are not limited to, the following: lack of information, calculation errors, ineligible requests, lack of appropriate supporting documentation, lack of prior City approval when required, etc.

The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200 Subpart D

"Standards for Financial and Program Management."

Original Monthly Financial Reports and Performance Evaluation and Activity Reports, including all support documentation must be submitted to:

Division of Community and Economic Development
City Of Flint
1101 S. Saginaw Street, S8
Flint, MI 48502

A copy of the Monthly Financial Report should be mailed to:
City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501 – 0246

IV. NOTICES

Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to The Division of Community and Economic Development, and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time.

Notices to the Subrecipient shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Michele Wildman, Genesee County Land Bank Executive Director, 452 S. Saginaw Street, 2nd Floor, Flint, Michigan, 48502, (810) 257-3088, mwildman@thelandbank.org or to such other address as may be designated in writing by the Subrecipient from time to time.

V. GENERAL CONDITIONS

A. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by an authorized representative of both organizations, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

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

the CITY and Subrecipient.

B. Applicable Law

Unless otherwise stated to the contrary in this agreement, this contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state. Notwithstanding any term or condition of this Agreement to the contrary, it is understood by all the parties hereto that nothing in this Agreement will relieve any of the parties from adherence to applicable federal, state, and local laws and regulations.

C. Applicability of OMB Circulars

The Subrecipient shall comply with the policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of CDBG funds.

D. Arbitration

Subrecipient agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Subrecipient must request the City's consent to arbitrate within 30 days from the date the Subrecipient knows or should have known the facts giving rise to the claim, dispute or question.

1. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
2. Within 60 days from the date a request for arbitration is received by the City, the City shall inform Subrecipient whether it agrees to arbitrate. If the City does not consent, Subrecipient may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
3. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
4. Subrecipient's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
5. These provisions shall survive the expiration and/or termination of this

Contract in perpetuity.

- E. **Certification, Licensing, Debarment, Suspension and Other Responsibilities**
Subrecipient warrants and certifies that Subrecipient and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of federal contracts by any Federal agency. Contract may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Subrecipient contractual relationship with the City.

Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that the Subrecipient performed work under this contract while in non-compliance with this provision, Subrecipient agrees to reimburse the City for any costs that the City must repay to any and all entities.

- F. **City Income Tax Withholding**
Subrecipient and any subcontractor engaged in this contract shall withhold from each payment to their employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions as follows:

1. **Residents of the City:**
At a rate equal to one per cent (1%) of all compensation paid to the employee who is a resident of the City of Flint.
2. **Non-residents:**
At a rate equal to one-half of one per cent (1/2%) of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of contract.

- G. **Compliance**
The Subrecipient agrees to comply with all applicable federal requirements of 24 CFR part 570, state and local laws, and all other regulations governing the funds provided under this contract.

- H. **Disclaimer of Contractual Relationship with Subcontractors**
Nothing contained in the Contract Documents shall create any contractual relationship between the City, and a Subrecipient, subcontractor or Sub-

Subrecipient, retained or working in association with the Subrecipient.

I. Good Standing

Subrecipient must remain current and not be in default of any obligations due to the City of Flint, including but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such a breach shall constitute good cause for the termination of this contract; should the City of Flint decide to terminate on a basis other than conveniences.

J. Hold Harmless and Indemnification

To the fullest extent permitted by law, Subrecipient agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers and others working on behalf of the CITY, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Subrecipient's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Subrecipient fail to indemnify the CITY in the above-mentioned circumstances, the CITY may deduct the cost that it incurs from amounts owing under the Agreement without prior notice.

K. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. It is hereby expressly understood and agreed that Subrecipient is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Subrecipient is not entitled to any benefits not otherwise specified herein. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The CITY shall be exempt from Payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

L. Insurance/Worker's Compensation

The Subrecipient shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to

do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. The Subrecipient shall maintain the following insurance coverage for the duration of the contract.

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an "Additional Insured". This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(2) Workers' Compensation Insurance in accordance with Michigan statutory requirements including Employers Liability coverage.

(3) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an Additional Insured. This coverage shall be written on ISO business Auto forms covering Automobile Liability, code "any auto".

(4) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion.

Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

The Subrecipient shall furnish the City with two certificates of insurance for all coverage requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City of Flint with not less than 30 days advanced written notice in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division as the "Certificate Holder." The Subrecipient must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, the Subrecipient shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date.

The Subrecipient shall ensure that all Subcontractors utilized obtain and maintain all insurance coverage required by this provision.

M. Liability for Damages and Disallowing Costs

Notwithstanding any term or condition of this Agreement to the contrary, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient, or any disallowed cost; and the City shall have the right to demand of the Subrecipient the return of any Agreement funds used for such disallowed costs, and the Subrecipient agrees to comply with such demand.

N. No Third-Party Beneficiary

No Subcontractor, sub-subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Subrecipient shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Subrecipient as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Subrecipient and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

O. Non-Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money

due or to become due to Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

P. Non-disclosure/confidentiality

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited by the Michigan Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Q. Non-Discrimination:

In addition to any other non-discrimination requirements under State or Federal law, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

R. Payment of Withholding and Corporation Taxes and Judgments

During the term of this Agreement, the Subrecipient agrees to provide to the Department of Community and Economic Development, within three working days, a copy of any of the following:

1. Notice from the Internal Revenue Service, the Michigan Department of Treasury, the City of Flint and/or other governmental taxing unit relating to liens, levies, past-due obligations, or judgments of any court; and/or other actions taken by the taxing unit against the Subrecipient.
2. Notice from a bank or other institution of a levy by any of the above taxing units against the account(s) of the Subrecipient.
3. Missing a scheduled payment of withholding and/or corporation taxes and/or scheduled filing of withholding or corporation tax reports to any of the above taxing units.

4. Correspondence generated by the Subrecipient, or any agent acting on their behalf, to any of the taxing units in response to actions taken by that unit. Failure of the Subrecipient to comply with any of these requirements in full, and in a timely manner, will result in immediate withholding of funds to the Subrecipient until the matter is resolved to the City's satisfaction. Failure on the part of Subrecipient to promptly and fully resolve any outstanding tax problems may result in a recommendation by City staff to the City Council for termination of the Agreement.

This certification is required by the City to determine if the Subrecipient is complying with all the terms and conditions of the Agreement and that it is not intended to be a guarantee to any taxing unit that taxes have been or will be paid.

S. R-12 Prevailing Wages and Union compliance

The Subrecipient is aware of City of Flint Resolution #R-12 dated April 8, 1991, which is hereby incorporated by reference, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution which is attached hereto.

Subrecipient agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City.

T. Records/Proprietary Interests of City

All documents, information, reports and the like prepared or generated by the Subrecipient as a result of this contract shall become the sole property of the City of Flint.

U. Rights and Obligations of the City

1. Rights: The CITY shall have the right to:
 - A. Have access to and examine the books, records, and files of the Subrecipient insofar as is necessary to determine compliance with the terms and conditions of this Agreement.
 - B. Visit any site, interview any beneficiary, and observe any action covered by this Agreement.
 - C. Determine the allowability of any cost or expenditure and require of Subrecipient, in writing and within a specified period of time, the reimbursement to the City of any disallowed cost or expenditure paid for by the City. Moreover, if the allowability of expenditures cannot be determined because records or documentation are inadequate, the questionable cost will be declared disallowed and the Subrecipient shall reimburse the City for the amount of such disallowed cost.
 - D. Promulgate and require adherence to standards, forms, instructions,

and procedures for record keeping and reporting by the Subrecipient, and to unilaterally modify or amend those standards, forms, instructions, and procedures to which the Subrecipient must adhere.

2. Obligations: The CITY shall have the obligation to:
 - A. Make available for review by the Subrecipient each and every act, regulation, rule, and law that is specifically named and incorporated into this Agreement.
 - B. Notify the Subrecipient of any changes in such act, regulation, rule, and law that is specifically named and incorporated in this Agreement, which may affect the Subrecipient's performance under the terms and conditions of this Agreement.
 - C. Provide the Subrecipient with reporting forms, along with written instructions and procedures, as required by the City.

V. Safeguarding of Assets Related to Grants/Loans (If Applicable)

The Subrecipient shall perform the following actions:

1. Execute documents, whether modifications of existing agreements or new agreements, naming the City of Flint ("Flint") in place of the Subrecipient as lender and/or obligee as with all documents executed in connection with any loan(s) or grant(s) received by the Subrecipient;
2. Execute any documents required under the Subrecipient's original agreement(s) relating to its CDBG grant(s)/loan(s) that have not been executed, if any. These shall name Flint as the lender/obligee;
3. Replace Subrecipient's name with Flint on any insurance policies to the extent that Subrecipient has, or is required to be named as an additional insured or beneficiary. If Subrecipient was required to obtain insurance policies but has not, it shall do so immediately with Flint named as additional insured;
4. Execute any and all other documents necessary to grant Flint all of the rights that Subrecipient had under the terms of the loan(s) or grant(s) received by the Subrecipient.
5. Execute any documents necessary to satisfy the requirements of the United States Department of Housing and Urban Development or any other branch of the United States government having jurisdiction.

The documents necessary to effectuate this requirement shall be subject to the sole approval of Flint. The documents shall insure that Flint all the same priority as to any secured property as Subrecipient.

W. Severability

In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to

be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provisions may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

X. Suspension or termination/reversion of assets

Either party may terminate this contract at any time by giving written notice at least 30 days before the effective date of such termination to the other party of such termination and specifying the effective date. Partial terminations of the scope of service in paragraph I (A) above may only be undertaken with the prior approval of the city. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this agreement shall, at the option of the city, become the property of the city, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Subrecipient agrees to adhere to all requirements as outlined in 2 CFR 200 Subpart D, §200.339 - §200.342. These requirements include all contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

The CITY may also suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the Subrecipient ineligible for any further participation in CITY contracts in accordance with 2 CFR 200.

This agreement may be terminated by the CITY for reasons of substandard or non-performance, diminution of funds, or any reasons related to changing objectives of the Community Development Block Grant Program or the Agency. The CITY reserves the right to cancel Subrecipient contracts for non-compliance with Section VI (C) requirements. Three months of non-compliance may result in automatic termination.

Upon termination and/or expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand, and any accounts receivable attributable to the use of CDBG funds.

Upon expiration of this Agreement, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or
2. Not used in accordance with the above paragraph, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to, the property.

Y. Standards of Performance

The Subrecipient agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The CITY is relying upon the professional reputation, experience, certification and ability of the Subrecipient. The Subrecipient agrees that all of the obligations required by them under this Contract shall be performed by them or by others employed by them and working under their direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent, upon the Subrecipient maintaining his certification in accordance with the requirements of the state law.

Z. Subcontracting

No subcontract work, if permitted by the CITY, shall be started prior to the written approval of the subcontractor by the CITY. The CITY reserves the right to accept or reject any subcontractor. Any Subagreement (or Contract) entered into by the Subrecipient, for the performance of functions or provision of services under this Agreement, shall be in writing and shall provide that the Subagreement (or Subcontract) recipient shall be bound by all of the applicable terms and conditions of this Agreement, with City of Flint approval

AA. Union Compliance

Subrecipient agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the CITY.

AB. Waiver

Failure of the CITY to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or

relinquishment of that right or power at any other time.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

- a. The Subrecipient agrees to comply with Section 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. The Subrecipient agrees to record all project costs following generally accepted accounting principles and to file reports as required on a cash accounting basis unless waived in writing by the CITY. A separate account number (Fund) or cost recording system must separate all direct and indirect project costs from the Subrecipient's other or general expenditures.
- c. The Subrecipient agrees to establish and follow a cost-allocation plan approved by the CITY for those costs in this Agreement's budget being shared with other projects or funds operated by the Subrecipient.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable;

3. Deposit of Advanced Agreement Funds

All Agreement funds deposited before expenditure (advance) shall be deposited in a non-interest bearing account at a federally insured financial institution. The earning of interest on advanced Agreement funds is prohibited.

B. Documentation and Record-Keeping

1. Records to be maintained:

The Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR 200 Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- F. Financial records as required by 2 CFR 200; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570, where applicable.

2. Access to Records

The Subrecipient shall grant access to the City of Flint, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Failure of a Subrecipient to cooperate during a HUD monitoring review may result in suspension or termination of existing, and potentially, future, contracts.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for seven (7) years after final disposition of such property. Records for any displaced person must be kept for seven (7) years after final payment.

4. Client Data

The Subrecipient shall maintain data demonstrating applicant/participant eligibility. Such data shall include, but not be limited to applicant name, address, income level, or other basis for determining eligibility. Such information shall be made available to the City for review, in the format and frequency determined by the City.

5. Property Records/Management

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 2 CFR Part 200 Subpart D, as applicable.

- a. The City retains title to all non-expendable personal property acquired with Agreement funds or transferred by the City to the Subrecipient for use in carrying out Agreement activities.
- b. The Subrecipient agrees to establish and maintain a property management system whenever it purchases, with Agreement funds (either in whole or in part), tangible personal property having a useful life of one year or more and an acquisition cost of \$500 or more per unit.

Such a system shall also include items transferred by the City to the Subrecipient for use in carrying out Agreement activities.

- c. The Subrecipient shall maintain a record of each item included in the property management system that shall include the following:
 - 1. A description of the property
 - 2. Manufacturer's model and serial numbers, Federal stock number, national stock number, City identification number, or other identification number
 - 3. Source of the property, including grant or other agreement number
 - 4. Whether title is vested in the Subrecipient, the City, or the Federal Government
 - 5. Acquisition date (or date received if the properties as furnished by the Federal Government or by the City) and unit acquisition cost
 - 6. Location, use and condition of the property and the date the information was reported
 - 7. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency or the City for its share
 - 8. Percentage (at the end of the budget year) of Federal or City participation in the cost of the item
- d. The Subrecipient shall conduct an annual physical inventory of items in the property management system, and shall reconcile that to the property record.
- e. At the City's convenience, a determination shall be made by the City regarding the disposition of each of the property items.
- f. The Subrecipient's property management system shall include safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated by the Subrecipient and fully documented and reported to the City.

- g. The Subrecipient agrees to implement adequate maintenance procedures to keep the property in good condition.
- h. The Subrecipient agrees that it will not cause or allow the property to become encumbered in any manner, sold, or otherwise disposed of without written consent of the City.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Subrecipient shall adhere to regulations as outlined in 2 CFR Part 200 Subpart D, where applicable.

7. Audits & Inspections

The Subrecipient shall submit a copy of an audit of its financial records, performed by an independent Certified Public Accountant, for each fiscal year of the Subrecipient that includes any part of the period of performance of this Agreement. Such audit reports are subject to the audit requirements of 2 CFR Part 200 Subpart F, as applicable, and shall be completed using a reporting format approved in writing by the City and submitted within 180 days following the close of the Subrecipient's fiscal year. The auditor must also prepare an IRS Form-990 and a Management Letter and/or Report on Internal Controls relating to the audit, and a copy of those must be submitted with the audit report. The cost of these audits shall be borne by the Subrecipient.

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

8. Copyrights and Rights to Data

If this contract results in any copyrightable materials, HUD and the City of Flint

reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize to use, the work or materials for government purposes.

If this contract results in any discovery or invention, HUD and the City of Flint shall retain any and all patent rights which arise or is developed in the course of or under said contract.

The Subrecipient shall adhere to regulations as out lined in 2 CFR Part 200 Appendix II(F).

C. Reporting and payment Procedures (2 CFR Part 200 Subpart D)

1. Budgets

The Subrecipient will submit a detailed contract budget of a form and content prescribed and approved by the City. The City and the Subrecipient may agree in writing to revise the budget from time to time in accordance with existing City policies.

2. Program Income

- a.) The Subrecipient shall retain all program income, and report same to the City on a monthly basis. The use of program income by the Subrecipient shall comply with the requirements set forth in 2 CFR 200 Subpart D. Furthermore, all program income will be utilized only for eligible project costs. Additionally, program income must be expended prior to requesting additional funds.
- b.) The amount of program income received by the Subrecipient does not increase the amount available under the agreement, but is incorporated into the total amount available for use during the contract period.
- c.) Failure to comply with the requirements shall result in the Subrecipient being required to return all program income to the City for use in other eligible program activities.

3. Indirect Costs

In order to charge indirect costs, the Subrecipient must develop an indirect cost allocation plan to determine the appropriate City share of administrative costs. This plan must be approved by both the City and HUD prior to implementation.

4. Payment Procedures

The City will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

5. Reimbursement of Ineligible Expenses

If funds disbursed to Service Provider are later determined to be ineligible expenses according to HUD, the Service Provider will be required to reimburse the City of Flint in full for all such determined ineligible activities.

The Service Provider agrees to reimburse the City of Flint for any cost disallowed by HUD, which result in the City repaying said costs to HUD.

6. Progress Reports

The Subrecipient shall submit regular monthly Progress Reports to the City in the form and content required by the City. Activity reports shall be submitted to the City by the 15th day of the following month, for the previous month's activities. These are required even if the agency is not submitting a request for reimbursement.

D. **Procurement**

1. Compliance

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

2. Federal Procurement Standards

The Subrecipient shall procure materials in accordance with standards as outlined in 2 CFR Part 200 Subpart D, §200.317 - § 200.326.

3. Women/Minority-owned Business Enterprises (W/MBE)

The Subrecipient will afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. The term minority and female business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, minority group members are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, a notice advising the labor union or worker's representative of the Subrecipient's commitments

hereunder, and shall post copies of the notice in conspicuous places.

5. Equal Employment Opportunity/Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is a Federally Regulated Equal Employment Opportunity or Affirmative Action employer.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by regulations at 41 CFR 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor and take affirmative action in hiring, training, and promoting minority group persons and women to bring about reasonably representative integration of their employees. For purposes of this Agreement, a "minority group person" includes one of the following:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish Culture or origin, regardless of race)
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification).

The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000.

The Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (outlined at Executive Order 11246 and included in the CITY's Standard Operating Procedures) is required to be included in all nonexempt Federal and federally assisted construction contracts in excess of \$10,000.

The Subrecipient further agrees to review or examine with the City relevant employment data and other information pertaining to its hiring practices.

6. Subcontract Provisions

The City of Flint is required to follow the Federally Regulated Affirmative Action Compliance Program. The Subrecipient will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or vendor.

7. Bid Opening Procedures

- a. Bids shall be submitted sealed to the Subrecipient and shall be identified as a sealed bid on the envelope.
- b. Opening of bids shall be done in public at the time and place stated (at the City of Flint, Division of Community and Economic Development – PLEASE

REFER TO STANDARD OPERATING PROCEDURES FOR BID PROCESS).

- c. A tabulation of all bids received must be made available for public inspection. A copy of the bid opening and tabulation form must be sent to the Program Monitor for approval before formal awarding of bid.
- d. The Subrecipient shall submit a copy of its purchasing policies and procedures annually to the City.

E. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

F. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D relating to the acquisition and disposition of all real property utilizing grant funds, and to 49 CFR Part 24 regarding the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. (24 CFR 85.36(I)(3))

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

This nondiscrimination requirement is in accordance with one or more of the following Federal and State laws, regulations, and executive orders:

- a. Fair Housing Act (42 U.S.C. 3601 et seq) and implementing regulations at 24 CFR part 100
- b. Executive Order 11063 and implementing regulations at 24 CFR Part 107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and implementing regulation at 24 CFR Part 1
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Par 146
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8
- f. Executive Order 11246 and the regulations issued at 41 CFR Chapter 60;
- g. Executive Orders 11625, 12432, and 12138
- h. Elliott-Larsen Civil Rights Act, Act. No. 453, Michigan Public Acts of 1976, as amended

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Employment Restrictions

1. Prohibited Activity

CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally financed in whole or in part with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

The Subrecipient is also prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities.

No funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States, the legislature of the State of Michigan, or any local legislative body unless such use of funds is authorized in writing by the City.

No CDBG funds shall be paid, by or on behalf of the Subrecipient, to any person of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than CDBG funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language in this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Michigan Right to Know Act.

4. Labor Standards (2 CFR Part 200, Appendix II)

a. Copeland "Anti-Kickback" Act (U.S.C. 874)

The Subrecipient shall comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or public Work Financed in Whole or in Part by Loans or Grants from the United States.) The Act provides that contractors or subcontractors shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. All suspected or reported violations must be reported to HUD.

b. Davis-Bacon Act (40 U.S.C. 276A-7)

The Subrecipient shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. All suspected or reported violations must be reported to HUD.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

The Subrecipient shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the

standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$ 10,000.00.

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

5. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any Subrecipients. Failure to fulfill these requirements shall subject

the City, the Subrecipient and any Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontract executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

Section 3 compliance is triggered when the normal completion of construction and rehabilitation projects and projects arising from such, creates the need for new employment, contracting or training opportunities. The Subrecipient should refer to the CITY's Standard Operating Procedures for full Section 3 reporting and monitoring requirements.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action upon finding that the

Subrecipient is in violation of regulations issued by the City. The Subrecipient will not subcontract with any Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. **Conduct**

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code, per the Hatch Act of 1939, as amended.

2. Conflict of Interest

In addition to the conflicts-of-interest requirements in 2 CFR Part 200 Subpart B, §200.112, no person-

- a. Who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or
- b. Who is in a position to participate in a decision making process or gain inside information with regard to such activities - may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, unless a waiver is obtained from HUD.

The Subrecipient must inform the City, in writing, of all cases of potential conflict of interest for a determination of applicability of this requirement.

3. Subcontracts (2 CFR Part 200, Subpart D)

a. **Selection and Approvals**

No subcontract work, if permitted by the City, shall be started prior to the written approval to the Subrecipient by the City. The City reserves the right to accept or reject any subcontractor.

The Subrecipient shall insure that all subcontracts included in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall

be forwarded to the City along with documentation concerning the selection process.

b. **Monitoring**

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

c. **Content**

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

4. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

5. Lobbying (31 U.S.C. 1352)

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-

awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. *Lobbying Certification*

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

VIII. ENVIRONMENTAL CONDITIONS

The Subrecipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671), Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Executive Order 1738, and Environmental Protection Agency regulations (40 CFR Part 15).

The Subrecipient agrees to comply with the following regulations as they apply to the performance of this contract:

A. **Clean Air Act & Federal Water Pollution Control Act (2 CFR Part 200, Appendix II)**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B. **Flood Disaster Protection**

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

C. **Lead-Based Paint**

The Subrecipient shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR part 35 and the Community Development Block Grant regulations regarding lead based paint at 24 CFR 570.608. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified

that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

The Subrecipient also agrees to comply with the provision of the City Ordinance governing Historic properties and districts, and the City's Environmental Standard Operating Procedures.

E. Energy Efficiency Standards (24 CFR 85.36(l)(13))


The Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871

IX. WHOLE AGREEMENT/IDENTIFICATION OF CONTRACT DOCUMENTS

This written agreement, including documents cited herein or affixed hereto (Attachment A), embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

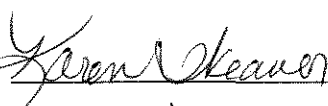
APPROVED AS TO FORM:



Legal Officer

Date

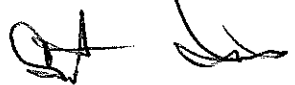
CITY OF FLINT, a Michigan Municipal Corp.:

By: 

Dr. Karen Weaver, Mayor

1-6-17

Date

By: 

Sylvester Jones, Jr., City Administrator

1/6/17

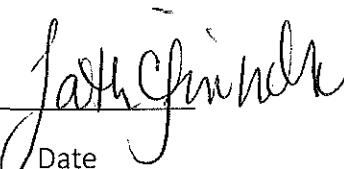
Date

SUBRICIPIENT:



Date

WITNESS:

01/30/2017 

Date

F9-2070-4/3/91

PRESENTED: 4/8/91

ADOPTED: 4/6/91

R-12
BY THE MAYOR:

WHEREAS, it is in the best interests of the people of the City of Flint that the construction work performed on its property, with its money and for the benefit of its citizens, be done by contractors and subcontractors who pay prevailing wages and fringe benefits.

NOW, THEREFORE, BE IT RESOLVED, by this City Council that:

1. Every Contract, as defined herein, entered into by the City of Flint or with its contracting agent must contain the following express covenants:

(a) The rates of wages and fringe benefits paid to each construction mechanic employed by the contractor and any subcontractor, who furnishes labor on the project which is the subject of this contract, shall be not less than the prevailing wages and fringe benefits for such labor in the City of Flint.

(b) The contractor and any subcontractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age during the term of this contract.

2. Every contract executed between the City of Flint, or its contracting agent, and a successful bidder as Contractor, which Contract requires or involves the employment of construction mechanics, and which is financed in whole or in part by the City, shall contain a wage and fringe benefits schedule for each class of construction mechanic called for by the contract, which respective wage and fringe benefits schedule shall be, at least, the prevailing wage and fringe benefits rates paid to that class of construction mechanics

RECOMMENDED BY:
FINANCE COMM.
DATE 4/3/91

in the City of Flint as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements or understandings, to meet the requirements of this paragraph, shall not be controlled in any way by either an employee or employer organization. Each schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work, to be performed.

3. Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefits rates prescribed in the contract and shall keep accurate records showing the name and occupation of, and actual wages and benefits paid to each construction mechanic employed by said contractor or subcontractor in connection with said contract.

4. If the contractor or subcontractor violates or is in breach of either covenant set forth in paragraph 1 above, the Purchasing Agent, or the contracting agent, if any, shall proceed to enforce said covenant in accordance with the terms of the contract and/or by seeking any remedy authorized by state law.

5. Any construction mechanic of a contractor under contract with the City of Flint, or its contracting agent, or a construction mechanic of a subcontractor of such contractor, or any bona fide organization representing construction mechanics, may file a written complaint with the Purchasing Agent of the City of Flint, or its contracting agent, if any, challenging the compliance by the contractor or subcontractor with the covenants of paragraph 1. The Purchasing Agent or contracting agent shall then conduct an investigation to determine whether to proceed as provided in paragraph 4 above.

6. In addition to any other lawful remedy, any contractor or subcontractor

found by a court of competent jurisdiction to be in violation of this resolution and/or in breach of the covenants of a contract with the City of Flint or its contracting agent shall be subject to the provisions of Section 18-21.1(J) of the Flint City Code.

7. As used herein,

(a) "Contracting Agent" means any officer, board, commission, department, agency, or organization authorized to enter into a contract by or on behalf of the City of Flint.

(b) "Contract" means any agreement as a result of competitive bids or otherwise, for new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Flint and either on City of Flint property or financed by or through the City of Flint.

(c) "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive administrative, professional, office employees, and shall not include City of Flint employees who are working pursuant to a collective bargaining agreement between said city and a bonafide labor organization.

8. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, title 40, Section 276a et seq.) or which contain provisions requiring the payment of prevailing wages as determined by the Michigan Department of Labor pursuant to 1965 PA 166, as amended, being MCL 408.551 et seq., are exempt from the provisions of this resolution.

9. Any lease of property owned by the City of Flint shall include a provision that new construction, alteration, repair, installation, painting,


decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such proeprty shall be considered work on public buildings, work, bridges, highways or roads within the meaning of paragraph 7(b) of this resolution and that the lessee or sub-lessee will be bound by the provisions of this resolution.

10. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this ordinance.

11. The City of Flint Purchasing Agent, the City of Flint Finance Director and the City of Flint Affirmative Action Officer are hereby authorized to effectuate this resolution on behalf of the City of Flint within their respective spheres of responsibility.

12. The City of Flint Clerk is hereby directed to forward to each City of Flint Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of same.

APPROVED AS TO FORM:


Raymond J. Branch,
Deputy Chief Legal Officer

City of Flint
CONTRACT DEVELOPMENT PACKET
CDBG/ESG Program Year 16-17

Project Name: Commerical and Residential Demolition
(Complete one packet for each project)

Select Project Type

1. ESG	_____	4. Facility Improvements	_____
2. Public Service	_____	5. Economic Development	_____
3. Housing	_____	6. Public Improvements	X
		7. Interim Assistance	

Name of Agency: Genesee County Land Bank Authority

Address: 452 S Saginaw Street

Flint, MI 48502

Contact Person: Faith Finholm Phone: 810-257-3088 Ext 543

Fax: 810-257-3090 Email: f~~fi~~nholm@thelandbank.org

Total CDBG/ESG Funds Approved: \$684,213

Please provide a detailed scope of services to be performed, including population to be served, estimated number of persons or households served, and geographic area of services (census tracts or city-wide). Also indicate how your project is ready to implement. Attach documents, i.e., evidence of site control, summary cost estimates, availability of utilities, preliminary plans and specifications, other financing commitments, evidence of proper zoning, etc. (Attach additional sheet if needed)

City of Flint
Scope of Services
CDBG Program Year 2016-17

Scope of Services

1. Program Summary: Describe the program components and activities to be funded by this grant in a brief narrative.

The Genesee County Land Bank will use CDBG funding to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The demolitions will build upon the success of previous and ongoing demolitions completed under the Neighborhood Stabilization Program, Michigan Blight Elimination Grant, and Hardest Hit Fund. The blighted structures to be demolished will include a mix of commercial and residential structures.

2. Goals: Describe the purpose of the proposal and how it responds to a specific priority identified in the Consolidated

The purpose of the proposed activity is to support blight elimination efforts in the City of Flint in alignment with the City of Flint Master Plan and Consolidated Plan. This will help to achieve the objective of creating a suitable living environment as defined in the Performance Measures of the Consolidated Plan, City of Flint Master and Consolidated Plans. This will help to achieve the objective of creating a suitable living environment as defined in the Performance Measures of the Consolidated Plan.

3. Description: Provide a statement of need. Explain why activity is needed and how it augments existing programs.

Demolition of blighted properties was identified as a top priority through the Master Planning Process. There are currently nearly 6,000 properties in need of demolition in the City. The Land Bank will collaborate with the City of Flint to identify eligible properties for demolition in the Flint Neighborhoods. Eligible properties include Land Bank owned blighted properties or privately owned blighted properties that have gone through the city's board of appeals process and have up-to-date and complete documentation. If the city is unable to provide complete documentation for privately-owned structures, only Land Bank owned demolitions will be completed. The process for completing demolitions includes: inspection, environmental survey, abatement, demolition, basement removal, filling, grading, seeding and mulching.

4. Funding: Identify other sources of funds being leveraged for this project. Complete the enclosed budget sheet.

No other source of funding will be used to complete the CDBG-funded demolitions.

5. Staffing: Provide a staffing roster of all full and/or part-time employees whose duties are included in the

The staff members that will work on this project may include:

Faith Finholm, Grants Manager

Lucille James, Demolition Program Manager

Antonio Dunn, Demolition Inspector - The per property inspection rate is included in the attached documentation.

Chris Monk, File Clerk

Additional staff members from the grants management team may also provide support to implement the program. All

6. **Schedule:** Complete the attached project schedule that indicates how long it will take to get the project underway and

The attached schedule provides a summary of activities to be completed.

7. **Accomplishments:** Clearly describe the anticipated accomplishments of the proposed program. You must identify

- Population to be served
- Estimated number of persons or households to be served
- Geographic area of services (broken down to the census tract block group level). List and also identify on the attached
- Linear feet of streets
- Sidewalk squares
- Cost per unit

Population served: The residents of the City of Flint will benefit from the demolition of blighted structures

The **Geographic area** of service will be in the City of Flint

The current average **estimated cost** of a residential demolition in the City of Flint is \$13,500

The **estimated cost of commercial demolition** varies greatly depending on the size and scope of the project.

The **total number** of commercial and residential demolitions to be completed with CDBG funds is estimated to be 7, including the completion of Phase II of demolition at Glen Acres. However, the number of demolitions to be completed will depend on the projects selected and the specific costs associated with each of the properties.

8. **Experience:** Describe the organization's management experience in CDBG programs, including the experience of

The Genesee County Land Bank just received and successfully expended CDBG funds from the City of Flint for FY 2014-15, and is in the process of completing the expenditure of FY 2015-16 funds, the remainder of which will be leveraged with 2016-17 funds to complete phase II of the strategic demolition of Glen Acres Apartment Complex. GCLB has extensive experience managing demolition activities under state and federal grants and loans since 2003. Since 2005, we have managed the demolition of more than 7,000 blighted structures at an estimated total cost of more than \$54 million. This includes successful management of a total of \$48.6 million in Hardest Hit Fund dollars and \$2.8 million dollars from the City of Flint's CDBG allocation in the past two years. The GCLBA also managed \$13.4 million in brownfield bond revenue to demolish blighted structures and complete remediation on key properties. 544 properties were demolished under the plan and the GCLBA directly managed the demolition of 130 of those properties. Additional demolition projects include Brookstone Apartment Complex, Heartland Manor, Clark School, Franklin properties, Carpenter Road apartments and phase I of the Glen Acres Apartment complex.

9. **Evaluation Plan and Performance Measurements:** Describe the assessment methods/strategies that will be used

The performance measures will be the number and quality of demolitions completed. We will gather all required documents and take before, during and after photos of the properties to demonstrate that all structures were demolished in compliance with state, federal and local requirements and bid specification.

Project Schedule/ Benchmarks

List all services/activities for each reporting quarter separately. Include estimates of number of clients served, stage of project completion, progress of program participants, etc. What will your project or program accomplish each quarter? Please be specific. This information will be used to evaluate how well your programs or projects are meeting the needs of the community based on established objectives and output indicators.

1st Quarter Activities: From July 1, 2016 To September 30, 2016

- 1) Complete Phase I of demolition of Glen Acres.
- 2) Inspect properties to ensure work is completed in compliance with scope
- 3) Secure FY16-17 Funding, contract and begin Phase II of Glen Acres demolition

2nd Quarter Activities From October 1, 2016 To December 31, 2016

- 4) Complete Phase II of Glen Acres Demolition, utilizing remaining FY 15-16 CDBG funding (\$174,690.58) and FY 16-17 CDBG funding (\$513,854.42)
- 5) Coordinate with City planning staff to prioritize eligible properties for demolition in alignment with the City's Master Plan to expend remaining FY16-17 funds (approx \$170,358.00) after completion of Phase II demolition of Glen Acres
- 6) City to provide all documentation required to complete demolition on any identified eligible privately owned properties prioritized for demolition. If documentation is not provided, only Land Bank properties will be demolished
- 7) Finalize demolition list with the City planning staff
- 8) Request utility cuts and schedule for cuts from City of Flint and Consumers Energy

3rd Quarter Activities From January 1, 2017 To March 31, 2017

- 9) Complete final grade, seed and mulch of Glen Acres
- 10) Complete bidding process and enter into contracts as needed for environmental surveys, inspections and abatement
- 11) Complete environmental surveys and abatements on properties prioritized for demolition
- 12) Bid identified properties for demolition and enter into contract with qualified contractors to spend remaining FY 16-17 CDBG funding
- 13) Inspect properties before, during and after demolition to ensure work is completed in compliance with scope

4th Quarter Activities From April 1, 2017 To June 30, 2017

- 14) Complete demolition of identified properties prioritized for demolition
- 15) Inspect properties to ensure all work was completed
- 16) Make payment and close out projects
- 17) Close out grant and provide all required documentation
- 18) Audit files to ensure all file are in alignment with CDBG requirements

Performance Measurement System

Using the objective and outcome performance choices you select below, please explain how performance will be measured to ensure that productivity is achieved and impact is obtained to reflect your agency's progress toward addressing the issue for which your program was designed to address.

Please select the **Objective** which best reflects the goal or purpose of the program. (What is the larger community need that you are seeking to address?) Select **only** one of the following three objectives.

- ☒ 1. Creating Suitable Living Environments
- ☐ 2. Providing Decent Housing
- ☐ 3. Creating Economic Opportunities

Please select the **Outcome** which best reflects the goal or purpose of the program. (What type of change or result are you seeking?) Select **only** one of the following three outcomes.

- ☐ 1. Availability/Accessibility
- ☐ 2. Affordability
- ☒ 3. Sustainability

Project Budget

Line Item	CDBG\$ ESG\$	Other Project Sources\$	Total Project Costs\$	Identification of Other Financial Sources for Project	Amount	Cash or In-Kind	Date Available
Salaries/Wages	\$ 25,936.00			FY 2015-16 CDBG Funding	174690.58		9/29/2016
Fringes	\$ 5,811.00						
Office Supplies							
Postage							
Office Supplies							
Office Equipment							
Food/Med/Housekeeping							
Gas & Oil							
Auditing							
Custodial							
Professional Services	\$ 646,094.00						
Other Contract Services							
Bank Charges							
Telephone							
Mileage Reimbursement							
Vehicle maintenance							
Trips				Total	\$174,690.58	\$0.00	
Publishing				ESG Match Sources (24 CFR 576.51)			
Insurance & Bonding				Amount		Cash or In-Kind	Date Available
Building Rent							
Program Equipment							
Utilities							
Building Repairs/Maint							
Equipment Repairs/Maint							
Periodicals							
Training							
Other	6372						
Program Totals	\$ 684,213.00			Total	\$0.00	\$0.00	
Budget for Use with ESG and CDBG Public Services Only							

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Faith Finholm, Grants Manager (30%)	26.36*40*52*.3	\$16,449.00
Lucille James, Demolition Program Manager (10%)	26.36*40*52*.1	\$5,587.00
Chris Monk, File Clerk (30%)	12.50*20*52*.3	\$3,900.00
Postition 5		
Postition 6		
		SUB-TOTAL \$25,936.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Faith Finholm, Grants Manager (30%) Fringe Rate 5.46		\$3,407.00
Lucille James, Demolition Program Manager (10%) FR 5.46		\$2,011.00
Chris Monk, File Clerk (30%) FR 1.26		\$393.00
Fringe benefit 4		
Fringe benefit 5		
		SUB-TOTAL \$5,811.00
		Total Personnel & Fringe Benefits \$31,747.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1, two lines per entry				
Travel entry 2				
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				
TOTAL				<u>\$0.00</u>

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Equipment entry 1, one line per entry		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
TOTAL		<u>\$0.00</u>

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$0.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Supply item 1, one line per entry	maximum of three lines		
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Subtotal			\$0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
Subtotal			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Contracts for services to prepare properties for demolition - hazardous surveys, abatement, water and sewer cuts, demolition	\$646,094.00
maximum of four lines	
	</

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Demolition Inspections. Approximately 20 inspections visits to monitor quality and compliance. For rate justification see attached Demolition Inspector Job Desc. and Inspection & Report Fees documents.	20*80.32	\$1,610.00
Overhead rate to provide for supplies, postage, and other costs. This rate is calculated at 15% of salary and fringes	\$31,747.00*.15	\$4,762.00
TOTAL		\$6,372.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$25,936.00</u>
B. Fringe Benefits	<u>\$5,811.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$646,094.00</u>
H. Other	<u>\$6,372.00</u>
Total Direct Costs	<u>\$684,213.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$684,213.00</u>

Federal Request	<u>\$684,213.00</u>
Non-Federal Amount	<u>\$0.00</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2016

PRODUCER (810) 694-2050 FAX: (810) 694-2055

Lake Agency, Inc
A Lighthouse Company
1537 East Hill Road
Grand Blanc MI 48439-5186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

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

INSURERS AFFORDING COVERAGE

INSURER A: Home-Owners

NAIC

26638

INSURER B: Accident Fund Ins Co of Amer

10166

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	14051484	4/1/2016	4/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 6,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	4797917900	4/1/2016	4/1/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under SPECIAL PROVISIONS below	WCV6111174	4/26/2016	4/26/2017	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Flint and its officers, agents and employee's are added as additional insureds with respects to the above captioned general liability policy 30 days notice of cancellation included.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Additional Named Insureds

Other Named Insureds

Genesee County Land Bank

Corporation, Insured Multiple Names

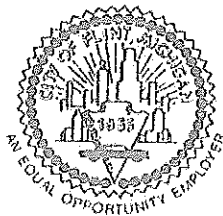
From: **David Sabuda** <dsabuda@cityofflint.com>
Date: Tue, Jul 12, 2016 at 8:16 PM
Subject: Re: GCLB Insurance Accord to be approved
To: Carissa Dotson <cdotson@cityofflint.com>

Carissa:

Thank you for your comments! It is appreciated. The attached Certificate of Liability Insurance for Berridge Place and the Genesee County Land Bank is acceptable. Call if you have questions.

Sincerely,

David Sabuda



Department of Community & Economic Development

Dr. Karen Weaver
Mayor

Sylvester Jones Jr.
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Genesee County Land Bank Authority

HOME ADDRESS: _____

DBA: _____

BUSINESS ADDRESS: 452 S. Saginaw St., Flint, MI 48502

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.

PROPERTY TAXES DIV.

INCOME TAX DIV.

ENFORCEMENT

CURRENT

CURRENT

CURRENT

CURRENT

DELINQUENT

DELINQUENT

DELINQUENT

DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC: CURRENT

DELINQUENT

N/A

(108 Loans, EDC loans, mortgage repayments, etc)

sd 11-15-16
City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

[Signature]
DCED Staff Person and Date

11/29/16

[Signature]
City of Flint Customer Serv. Representative and Date

11-15-16

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003805105

Functional Area: Entity Management, Performance Information

ENTITY	GENESEE COUNTY LAND BANK	Status:Active
DUNS: 003805105	+4:	CAGE Code: 5BA47 DoDAAC:
Expiration Date: Nov 3, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 452 S SAGINAW ST		
City: FLINT	State/Province: MICHIGAN	
ZIP Code: 48502-1826	Country: UNITED STATES	