



*Strengthening Communities  
One Parcel at a Time*

**RFQ NO.09302013B**

**DEMOLITION AND ASBESTOS ABATEMENT OF  
RESIDENTIAL PROPERTIES  
FOR THE DETROIT LAND BANK HARDEST HIT FUND  
PROJECT**

*Issued by*  **ADR Consultants, LLC**

Detroit Land Bank Authority  
Demolition and Asbestos Abatement of Residential Buildings

In conjunction with the Detroit Land Bank and Michigan Land Bank, ADR Consultants, LLC (ADR) requests qualifications from qualified firms for Demolition and Asbestos Abatement Services to be performed as part of the Hardest Hit Blight Elimination Program. Demolition and Abatement activities will include residential buildings only. Bidders are invited to review this solicitation and, if interested, complete and return one original and two copies, and one flash drive containing a PDF copy, of the qualifications documents on or before 2:00 p.m., on October 24th, 2013 to the:

Michigan Land Bank  
Cadillac Place  
3022 West Grand Blvd, Suite 4-600  
Detroit, Michigan 48202  
Attention: Barry Ellentuck - ADR

Firms deemed to be qualified to provide the services specified in this Request for Qualifications will be placed on a list of qualified firms and be permitted to bid on work via future RFP's. Performance on projects assigned once awarded may affect the ability to be awarded future demolition work if the work performed is not satisfactorily performed. There is no guarantee of work as a result of being placed on a list of qualified vendors.

No contract will be awarded as a result of this Request for Qualifications. Contracts and work will be awarded based upon future RGF's to be issued to Qualified Pool Firms with property specific information.

Please review the attachments carefully to determine if you possess the necessary manpower, resource and abilities to meet project deadlines identified in this solicitation prior to responding to this Request for Qualifications.

### **CRITICAL DATES**

Identified below are the critical dates associated with this Request for Qualifications. Further details and requirements are contained in the specific sections or attachments included in this package.

- Request for Qualifications Issued 10/2/2013
- Question Deadline 10/18/2013
- Qualifications Due Date 10/24/2013

Interested parties are encouraged to submit questions regarding the Request for Qualifications no later than 5pm 10/18/2013 via email to: Barry Ellentuck at [barryse@adrllc.net](mailto:barryse@adrllc.net). Responses to questions will be provided to all on record as having received a copy of the Request for Qualifications.

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## SECTION 1

### PROGRAM GOALS AND OBJECTIVES

Demolition and Asbestos Abatement of residential properties is being undertaken as an approved eligible activity under the Detroit Land Bank Authority's Demolition Program. Therefore, the purpose of this Request for Qualifications is to secure the services of contractors that can carry out Demolition and Asbestos Abatement activities as identified within this solicitation. All Demolition and Asbestos Abatement activities will be carried out within Detroit boundaries. Funding for sources for services to be provided include but are not limited to:

- Mortgage Settlement funds
- Hardest Hit / TARP Funds

## SECTION 2

### MINIMUM QUALIFICATIONS

***Qualifications will only be accepted from those firms demonstrating the capacity, experience, ethical standards and reliability to assure good faith performance. This requirement includes the proof of financial, equipment, personnel, expertise and ethical standards existing at time of submission.***

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 respondents shall include a current financial statement provided by their accountant including a letter from their accountant stating evidence of financial stability plus the previous (2) years complete Corporate Tax Returns. This information will be utilized to determine the Respondent's financial condition and ensure sufficient capitalization exists to complete the project.
2. License & Certificate: The bidder must be licensed by the State of Michigan, as a Residential Builders and/or a Maintenance & Alterations Contractors with a House Wrecking designation and/or Asbestos Survey / Abatement Contractor, in the name of the respondent. **Bidder must possess or be in process of a minimum Class B Detroit Wrecking License.**
3. Evidence of Insurance: The bidder must have Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000 for all employees/owners; Automobile Liability with limits not less than \$1,000,000 per occurrence; and, Professional Liability with limits not less than \$1,000,000. A certificate of insurance must be included with submission of qualifications.
4. 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 Respondent 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.) Bidder shall also provide Articles of Organization, Operating agreements and a complete list of all Board / Officers of the organization.
5. Experience: Bidders must have a minimum of Five (5) years of proven experience providing professional licensed demolition and / or Asbestos Abatement services.
6. Bid and Performance Bond: Bidders must provide proof of ability to secure a Performance 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. Bidder shall provide total bonding capacity available for this program.

7. Conflict of Interest Statement & Supporting Documentation: The Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the MLB. In addition, all Respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor (s):
- a. Have not within a three year period preceding this contract had their license or company debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or city department.
  - 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, MLB, 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) or currently have a court order against an officer or principal in place.
  - d. Have not within a three year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause, default or failure to complete a contract.
  - e. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.
9. State License and or Certification: Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.
10. Capacity: The bidder must demonstrate the capacity to complete projects that are required by the Detroit Land Bank on a weekly basis.

Demolition: Complete ten (10) or more demolition and abatement projects per week.

If a bidder does not convince the Detroit Land Bank that it possesses the above minimum qualifications with the bid (response), the Detroit Land Bank shall deem the bidder not qualified and the bidder will not be added to the prequalification list.

11. Vendors must also provide their intent to comply with all HUD Section 3 requirements should they be awarded a contract to provide the services specified in the Request for Qualifications and this program requires Section 3 compliance.

### **SECTION 3**

#### **SCOPE OF WORK & FOR RESIDENTIAL BUILDINGS**

Description: The services required consist of Demolition and Asbestos Abatement activities that include residential buildings as directed by the Detroit Land Bank. All structures will be located in Michigan with funds targeted specifically within City of Detroit boundaries.

Please see Exhibit A for the detailed scope of services.

The services required consist of demolition and clearance of structures and contents, whether above or below ground on each site as directed Detroit Land Bank. Modifications may be made

by subsequent Change Orders authorized by Detroit Land Bank or its authorized representatives. The scope of work and specifications are provided as follows;

1. Carry out the demolition and clearance activities in accordance with instructions identified in this scope of work or any special instructions that may be furnished by ADR.
2. Coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work. As required, notify appropriate state or local agencies of structures containing asbestos or notify ADR of identification of other suspected hazardous materials or containments. The Contractor is required to Submit via Email every Monday, Wednesday and Friday by 5pm their WIP status on ADR provided Excel Format on all open activities.
3. The work area is limited within the structure's property boundaries. If additional workspace is required, Contractor will, at his/her expense, make such arrangements as necessary with adjacent property owners. Creation of a nuisance at the work-site is prohibited.
4. The worksite and equipment used is to be maintained to ensure the safety of workers and cause no harm to adjacent residents. Further details and requirements can be found on the following website; Michigan Department of Labor and Energy Construction Safety Standards Commission: [http://www.michigan.gov/dleg/0,1607,7-154-11407\\_15368-88962--,00.html](http://www.michigan.gov/dleg/0,1607,7-154-11407_15368-88962--,00.html)
5. The Contractor will meet with representatives of utility service facilities and Inspections representative to review Work site operations in the event that demolition would foreseeable have an adverse impact on existing systems, property, or persons prior to commencement of operations. ADR shall resolve any question regarding the necessity of the meeting.
6. The contractor ensures compliance with all requirements related to lead-based paint, asbestos and other hazardous materials. Further details and requirements are located on the following websites; [http://michigan.gov/deq/0,1607,7-135-3310\\_4106-11856--,00.html](http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html) , [http://michigan.gov/deq/0,1607,7-135-3307\\_29693\\_30031---,00.html](http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html), <http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
7. Pre-Demolition Requirements for managing hazardous material require asbestos removal as regards projects that are 160 safe, 260 s.f., 35 c.f. or more are subject to the National Emission Standards for Hazardous Air Pollutants NESHAP notification procedure. Lead based paint does not require abatement except in instances of deconstruction.
8. Demolition of buildings, basements and foundations includes:
  - a. Demolishing all structures on the property with basement exterior walls, basement walls, basement, foundations, footings and slab-on-grade. Demolition including all structures on the property without a basement, including the removal of all exterior walls, foundations, footings and slab-on-grade. Structures containing asbestos will follow removal and disposal standards in accordance with the MDEQ NESHAP Asbestos Program and MDCIS Occupational Health Standards, Part 602, and applicable HUD and EPA requirements. All resulting holes or voids shall be backfilled to grade level and compacted with clean backfill per the requirements in Section 5

- b. Emergency Designated Structures will require demolition debris to be kept wet at all times. All debris shall be sealed off in leak tight containers during transport to and deposit in a Class II landfill. All debris shall be treated as asbestos contaminated material and shall be disposed in compliance with all current Federal, State, and Local laws and regulations. All generated materials and waste manifests shall be furnished to ADR for Emergency Designated Structures; load-out shall be completed within forty-eight (48) hours after Knockdown.
- c. Demolition shall be executed in an orderly and careful manner and shall not involve undue hazards to the general public or unnecessary risks to the workers.
- d. The erection of barricades, warning signs, etc. as safety precautions prior to wrecking operations and during wrecking operations shall be performed in strict compliance with all applicable Regulations. The Detroit Building Code references the type of fences, barricades and other protective structures required, and other phases of the wrecking operation.
  - i. The barricades shall extend no further than four feet from the inside of the street curb.
  - ii. Sidewalks shall be maintained with a width of three feet running parallel to the street at all time for pedestrian traffic.
  - iii. Alleys shall be maintained with a minimum 12 feet width at all times for vehicular traffic.
  - iv. There shall be no storage of debris or equipment on the street at any time.
- e. If, for any reason, the above requirements cannot be fully satisfied the Contractor shall immediately notify ADR and receive directions regarding the management of special cases. Special care shall be exercised to avoid any damage to adjacent properties.
- f. During the demolition phase,
  - i. When the building is structurally safe to enter, the Contractor will comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP) when asbestos is present. This requires that Category I materials which are not in poor condition and not friable prior to demolition do not have to be removed, except where demolition will be by intentional burning. However, regulated asbestos-containing materials (RACM) and Category II materials that have a high probability of being crumbled, pulverized, or reduced to powder as part of demolition must be removed before demolition begins by a licensed asbestos abatement contractor.
  - ii. When the building is structurally unsafe for entry or where lead-based paint remains in place during demolition;
    - 1. The demolition contractor should keep all building components adequately wet to eliminate dust and prevent the release of particulates into the air in addressing lead based paint and in addition to this requirement must comply with the U. S. Environmental Protection Agency (EPA) "Asbestos NESHAP Adequately Wet Guidance" for demolitions that also contain asbestos.

9. Sanitary Requirements - Contractor must provide and maintain suitable and sanitary toilet facilities for all persons employed on the site and removed from the site upon completion or as directed by ADR on extended projects. Any contaminated soil and material shall be removed and replaced, at Contractor's cost, with fresh, clean material and the site shall be left in a clean, sanitary condition.
10. Clearance of sites includes; remove and dispose of all materials and debris in compliance with federal, state or local requirements, compaction, as required. Provide for erosion control; and other incidentals necessary to satisfactorily complete the improvement removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
  - a) The following items shall be removed and disposed of properly; buildings, foundations, sign footings/bases, stem walls, steps, brush, dead trees and broken limbs, shrubs, bricks, or stone and all rubbish, scrap iron and general debris not particularly mentioned. Driveways, sidewalks flat work and such surfaces may be left standing with perimeters graded to permit moving operations unless specifically addressed on the Work Order provided by ADR. Trees will not be disturbed by the Contractor unless disturbance or removal is absolutely necessary to clear the parcel. If questions arise as to what comprises a tree, determination is to be made by ADR. Clearing and grubbing will be accomplished only to the extent necessary to perform required work. Care will be exercised so as not to damage existing trees that is outside the clearing limits. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion. Final grade contours will be carried to existing contours such that there is a smooth transition with no ponding of surface waters. Sewer lines, water lines, etc. to be abandoned shall be tightly plugged at each end with concrete in a manner approved by ADR. Engineered soils consisting of an appropriate mix of topsoil, compost and sand will be utilized to support plant growth and promote infiltration will be implemented at sites that will be repurposed for Green Infrastructure.

Contractors shall be required to repair a damaged sidewalk per the following. The contractor shall only cross sidewalks that are necessary for demolition. Contractor is expected to take all efforts to protect sidewalks from damage. Once a site access area across a sidewalk is created any additional damage that is determined by this department not to be necessary for access to the site shall be billed to the contractor. Contractors will make all provisions to not damage existing concrete / sidewalks.

- b) No existing surfacing of streets or curbs shall be removed or damaged under this contract and all streets shall be kept open and clear of debris and litter during the performance of this contract.
- c) The Contractor shall protect all structures, conduits, wires, pipes, sewers and drains that are to remain in place from damage. A concrete bulkhead shall be placed in all existing sewers encountered on the property unless waived by ADR.



- d) Any of the existing surface drainage or drainage structures and appurtenances by its operations will not be obstructed or impaired in any manner
- e) Any accidental damage or break of any live utility lines will be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's own expense.

The contractor will work with utility officials to ensure that all sewer lines connected to structures cleared are appropriately and securely capped; such lines do not have to be capped at the main. The Contractor shall perform all Work in a manner to ensure maintenance of fences, warning signs, lights and danger signals intended for the protection of life and property, along all adjacent streets and walks.

Cleanliness of Work and Streets – Contractor is responsible for maintenance of the work site; which includes but is not limited to; removal of waste materials, rubbish, At the completion of the Work, the premises shall be left rake clean with a Final Grade.

- a) All materials resulting from demolition Work shall become the property of the Contractor.
- b) All Open Holes shall be backfilled within forty-eight (48) hours after Open Hole inspection.
- c) The backfill material shall be clean soil. The soil shall consist of mineral soil material such as crumbling yellow clay or loam that is suitable for backfilling basements and grading the lots. Soil recovered from street sweeping or from other recycling process is not acceptable. Sand may be used up to two (2) feet below grade with the approval of ADR. No blue clay shall be used for backfill material. Documentation shall be provided to ADR as to the origin of backfill material.
- d) The soil material shall be free of rock or gravel larger than 1" in dimension, debris, waste, frozen material, concrete, brick, wood chips, demolition debris, vegetable and other deleterious matter. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-federal Government, 40 CFR 261) or other regulations imposed during the life of the Contract.
- e) ADR may perform periodic soil analysis testing at Demolition locations. In the event of testing the backfill, if it is discovered that the material does not meet specifications, the Contractor shall be required to remove all backfilled material within forty-eight (48) hours, and supply acceptable backfill with certified test results from an accredited laboratory sustaining that the backfill material is free from any prohibited material.
- f) All cost associated with testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor.
- g) All excess material (e.g., demolition rubbish, debris) and equipment (e.g., barricades, scaffolds etc.) used by the Contractor shall be promptly removed from the premises when no longer required for completion of the Work.
- h) Wood and other waste shall not be burned at the site, but shall be removed from the site with other debris. After demolition, the lot shall be graded uniformly to conform to the grade of the adjoining properties. The leveling of the lot surface shall be done in a way to preclude excessive runoff into the abutting street, alley, or property or cause pooling in the lot area.
- i) Waste material including both asbestos containing and non-asbestos containing waste shall be disposed of in compliance with all current Federal,

State, and Local laws and regulations and the Specifications. All generated materials and waste manifests shall be furnished to ADR. Any Request for Payment submitted without waste tickets included, shall be returned to the Contractor as un-payable.

- j) The Contractor shall be responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan and DOT regulations.
  - i. When removing or disposing of lead-based paint materials, such materials should be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air. Material containing lead-based paint that is exempted from hazardous waste management requirements as household waste may be disposed of in a construction and demolition landfill or a municipal solid waste landfill.
  - ii. When removing or disposing asbestos materials, such materials shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air in compliance with CFR, Title 40, Volume 7, Part 61.150.

11. Upon demolition completion the Contractor shall backfill and finish the property at Final Grade and seeded. Grass seed shall be a "NO MOW" Lawn Mix w/ Annual Rye and shall be applied in accordance with the manufacturer's specifications on lot of razed structure. ADR must approve proposed contractor grass seed to ensure specifications are met prior to use.

12. There will be no consideration of additional time or compensation allowed for asbestos issues.

13. Inspections - All Contractors' requests for inspections shall be made at least twenty four (24) hours prior to the date of the requested inspection. The following schedule will apply:

- a. 1st Inspection - Barricades/Knockdown
- b. 2nd Inspection - Load-out
- c. 3rd Inspection - Open Hole
- d. 4th Inspection - Backfill
- e. 5th Inspection - Final grade and Site Inspection

ADR shall monitor the site during all phases of demolition and backfilling including the type of backfill material used. Detroit Land Bank and ADR shall be the sole approving agencies for payment.

<b>SECTION 4 PERFORMANCE REQUIREMENTS</b>
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The Detroit Land Bank will identify structures for demolition and provide ADR with a list. ADR will identify structures from that list and assemble structures via RFP and provide to Contractors on a routine basis normally in groups of ten to 100 structures. Emergency demolition activities will be assigned on an individual basis. It is expected that at least 4,000 structures will require Demolition and Asbestos Abatement.

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested and written approval must be received in writing from the Project Manager or other Detroit Land Bank authorized representative.

Non-Emergency

The contractor must;

- a.) Begin work within 15 days after receiving a notice to proceed from ADR. It is the Contractor responsibility to notify ADR within 24 hours if the site is not accessible. At least 10 days prior to the start of any activities, the Contractor must file an electronic notification of Intent to Renovate/Demolish with the Michigan Department of Environmental Quality via their website <http://www.michigan.gov> with copies to Occupational Health Division, Asbestos Program and ADR. Before and after Photos are to be uploaded to the DEQ site as well.
- b.) Complete load-out with 48 hours after knockdown.
- c.) Backfill open holes within 48 hours after Open Hole Inspection by Inspector.
- d.) Complete all demolition activities including clean-up by the scheduled date.

Emergency

The contractor must;

- a.) Must begin work within 24 hours of receipt of Notice to Proceed
- b.) Complete load out within 48 hours of knockdown
- c.) Complete backfill within 48 hours after Open hole inspection by ADR
- d.) Complete all demolition activities including clean-up within 7 calendar days.

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested and written approval must be received in writing from ADR.

<b>SECTION 5 OTHER TERMS AND CONDITIONS</b>
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In addition, to the scope of services identified in Section 4 of the Request for Qualifications, contractors must comply with other federal and administrative requirements which will ensure that all work is performed and carried out to ensure timely and effective performance. Contract terms will be further detailed in the final contract executed between the Detroit Land Bank and the contractor. Contractual requirements include;

- 1. Project Oversight - The contractor is be responsible for:
  - a.) Providing and maintaining all qualified personnel, equipment, materials and other resources necessary to perform activities identified in Section 4, Scope of Services in a timely manner.
  - b.) Ensuring all appropriate operational control of investigation and survey activities assigned, initiating all necessary measures to ensure adequate quality control, which includes but not limited to: completion of all documentation, maintaining document controls and records related to activities carried out.
  - c.) Identifying a Project Manager or designated representative who will serve as the Contractor's contact person and has final authority for the Contractor on all matters relating to the contract.
  - d.) Coordinating with Detroit Land Bank on matters relating to project requirements, completion and actions that require immediate attention or that impact on the results or quality of the work to be performed
    - 1. Records and Documentation - The contractor will maintain current, accurate and complete records according to DETROIT LAND BANK's investigation

and survey standards and in compliance with all applicable federal, state and local requirements. All files must be available for immediate review and inspection by the authorized representative of DETROIT LAND BANK or its funders. All records under this contract will become the property of the DETROIT LAND BANK. Records must be maintained for a period of four years from the date of last payment under the contract.

2. Compensation is based on the approved schedule of fees, satisfactory completion of work and the submission of a properly executed and completed request for payment form..
3. Rescheduling, postponement and Termination- DETROIT LAND BANK reserves the right, in part or in whole, to reschedule, indefinitely postpone work, or terminate the services of any contract that is entered into between the Contractor and DETROIT LAND BANK. Contracts may be terminated for any of the following circumstances; failure of the Contractor to perform the services detailed in the executed contract, including any modifications, failure of the Contractor to meet performance requirements or any other terms or conditions of the contract. DETROIT LAND BANK has the right to terminate a contract at any time at its convenience by giving the Contractor ten (10) business days written notice of termination for convenience
4. Except as provided in the contractor's proposal and approved by DETROIT LAND BANK, the Contractor cannot reassign or transfer work to subcontractors without authorization from DETROIT LAND BANK.
5. The Contractor is responsible for the accuracy of the work performed and is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by DETROIT LAND BANK will not relieve the Contractor of the responsibility for subsequent correction of any such errors and omissions and the clarification of ambiguities.
6. Contractor is required to maintain insurance during the term of the contract award, at its expense; a.) Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee, b.) Commercial General Liability insurance with combined single limits of \$1,000,000 per occurrence subject to a minimum aggregate limit of \$2,000,000, c.) Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Performance and Payment Bond - The Contractor shall secure Surety Bonds in the form of: a Performance Bond for One Hundred percent (100%) of the Contract price and Payment Bond for One Hundred percent (100%) of the Contract price. Bonds requirements shall increase consistent with any Contract price increases.
7. Conflict of Interest – The contractor agrees to comply with applicable conflict of interest provisions outlined in 24 CFR Part 85 and 24 CFR 570.
8. Permits - It is the vendor's responsibility to obtain all permits necessary to perform the work specified in the Request for Qualifications and assume any fees associated with doing so
9. As required, the contractor must comply with HUD Section 3 requirements, as described in Appendix D

10. No reimbursement is contemplated to be paid for travel under contracts awarded.
11. Term of Agreement - The term of the contract is two years.
12. Contracts will become effective on DETROIT LAND BANK's notice to proceed date and execution by both parties after all required documentation is received.
13. Governing Laws and Regulations - The Contractor will be required to comply with all applicable Federal, State and local requirements identified in the executed contract.

<b>SECTION 6 SELECTION CRITERIA</b>
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Following receipt of the vendor's qualifications, A selection committee will evaluate each response. All qualifications that meet the minimum requirements of the Request for Qualifications will be evaluated. Any qualifications determined to be non-responsive to the specifications or other requirements, including instructions governing submission and format, will be disqualified unless Detroit Land Bank determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the vendor is acceptable. Detroit Land Bank reserves the right to request clarification of qualifications submitted. If this is necessary it will be done in writing with request for a written response by the vendor within a specified period of time.

Upon contract award, DETROIT LAND BANK and the vendor shall execute a Services Contract, which shall contain all contractual terms and conditions in a form provided by DETROIT LAND BANK. No contract shall become effective until the contract has been approved and executed by DETROIT LAND BANK. Prior to completion of this approval process, the vendor shall have no authority to begin work under the contract. Detroit Land Bank shall not authorize any payments to the vendor prior to such approval; nor shall DETROIT LAND BANK incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.

The contractor shall be deemed authorized to begin work under the contract once the requirements of the aforementioned paragraph have been satisfied and upon written receipt of said contract. Vendors shall be eligible to submit proposals for Demolition and asbestos Abatement projects issued by DETROIT LAND BANK as specified herein for a period of two years. DETROIT LAND BANK may, at its discretion continue to qualify firms to provide the services specified in the RFQ on an ongoing basis.

Qualifications received will be evaluated based upon the vendor's ability to:

- Meet the minimum qualifications specified in the bid documents.
- The bidders demonstration of its organizations capacity, including financial and staff resources to provide the requested services as evidenced by the submission of a statement of qualifications to be included with the sealed bid submitted
- Past performance of the contractor including but not limited to quality of control that is proposed by the bidder in addressing the scope of work and requirements. The bidder's

demonstration of relevant experience in performing and successfully completing investigation and survey and clearance projects including work previously performed for others.

- Ability to meet production goals and timelines and availability to complete work in the assigned timeframes
- Evidence of intent to comply with all HUD Section 3 requirements.

<b>SECTION 7 SUBMISSION REQUIREMENTS AND INSTRUCTIONS</b>
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Bidders responding to this Request for Qualifications must complete and submit all required forms, documents or additional information requested. Vendors shall submit one original and two (2) copies plus one on a flash drive (pdf format) of their Request for Qualifications response. Bidder's responses to this Request for Qualifications must be submitted in a sealed envelope, which is clearly marked on the outside of the sealed package with the following information:

- REQUEST FOR QUALIFICATIONS# 09302013B
- Demolition and Asbestos Abatement of Residential Buildings
- Company's Name and Address
- Proposal Due Date
- Attention: Barry Ellentuck - ADR

The proposal must be received no later than 2:00 p.m. on 10/24/2013 at:

Michigan Land Bank  
Cadillac Place  
3022 West Grand Blvd, Suite 4-600  
Detroit, Michigan 48202  
Attention: Barry Ellentuck - ADR

Qualifications can be mailed to the above address or may be delivered in person. If mailed, responses must be received on or before 2pm p.m. Faxed qualifications will not be accepted. Qualifications received after the deadline will be rejected. ADR will publicly record all qualifications received on 10/24/2013 at 2:00 p.m. at the address referenced above. This will be the vendor's opportunity to be informed as to what firms submitted a response to the Request for Qualifications. Qualifications will NOT be opened or read. DLBA, MLB or ADR are not responsible for any unmarked qualifications or undelivered qualifications regardless of the circumstances.

Qualifications must be signed by an officer or representative of the company who is authorized to bind the company to an agreement obligation with DLBA. Qualifications submitted by partnership or joint venture must list the full names and addresses of all parties.

Qualifications received become the property of DLBA. DLBA, MLB and ADR are not responsible for any costs associated with the News releases regarding the selections and any issues related to this Request for Qualifications are made only with the prior approval of DLBA, MLB and ADR. All firms submitting qualifications will be notified of all award recommendations. Failure to submit a complete application may result in the disqualification of the bidder's submission.

DLBA, MLB and ADR may make changes to the requirements of this Request for Qualifications as deemed necessary. Such changes, if made will be in writing, issued through the Purchasing Division and will be sent to each vendor who is on record as having received a copy of the Request for Qualifications from the Purchasing Division. If changes are made, DLBA, MLB and ADR may, at their discretion, extend the time allowed for submission of qualifications. Bidders are required to advise DLBA, MLB and ADR prior to the Request for Qualifications deadline of any changes in the principal officers, organization, financial ability of, or any other facts presented in the qualifications with respect to the Bidder or the qualifications immediately upon occurrence.

**PART 1**  
**Organizational Information**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
(Must be Bidder's name as reflected on its organizational documents, i.e. not a DBA)

**List the U.S. State in which Bidder's Legal Entity is organized:** \_\_\_\_\_

**Bidder's Type of Legal Entity (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Other: _____                  |

**Certificate of Good Standing**  
**Bidder's Taxpayer ID No.**

**Bidder's Address:**

_____	_____	_____	_____
<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

**Bidder's Website Address:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Phone Number:** (       ) \_\_\_\_\_

**Contact Information:**

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

**Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Address if different from above:**

\_\_\_\_\_

**If this is a joint application, include an additional sheet providing all information above.**



**PART 2**  
**Documents Required for Submission with Qualifications**

**Bidder's Name:** \_\_\_\_\_

**These documents must be submitted in this order and found acceptable. Failure to submit, incomplete information or documents found to be unacceptable will result in disqualifying the bidder's qualifications. No additional review for experience or other factors will be considered.**

1. Corporate Overview and Introduction (2 pages maximum).
2. Proof of meeting minimum Qualifications, Capacity and Statement of Qualifications (2 Pages Maximum)
3. Proof of Past Performance including Quality Control and method of addressing the scope of work and requirements.
4. Key employee names, job titles and resumes. Copies of all applicable certifications and or licenses to be included.
5. Evidence of Financial Stability including a current financial statement provided by bidder's accountant including a letter from bidder's accountant stating evidence of financial stability plus the previous (2) years complete Corporate Tax Returns.
6. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent 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.)
7. Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; and, Automobile Liability with limits not less than \$1,000,000 per occurrence and Professional Liability with limits not less than \$1,000,000.
8. Three (3) references of related projects of similar scope and size, including date of project, contact person and phone number, and a brief description of the project.
9. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing DETROIT LAND BANK and The State of Michigan. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
10. Evidence of Bonding Capacity
11. Evidence of intent to comply with HUD Section 3 requirements
12. Signature Page
13. One original and two (2) copies plus one on a flash drive of the Qualifications response
14. Identify types and sources of equipment applicable to perform investigation and survey activities identified under scope of work.
15. Non-Collusion Affidavit

**PART 3  
Affidavit**

**DEMOLITION AND ASBESTOS ABATEMENT OF RESIDENTIAL BUILDINGS  
REQUEST FOR QUALIFICATIONS NO. 09302013B**

Contractor Name \_\_\_\_\_

State of Michigan)

County of) \_\_\_\_\_

\_\_\_\_\_ being duly sworn,

deposes and says that he/she

( ) Is the above named Contractor

( ) Is the authorized representative of the above named Contractor

The Contractor further states that before submitting his/her proposal for the Work, he/she reviewed the Standard Specifications for the Demolition and Asbestos Abatement of Residential buildings, prepared by DETROIT LAND BANK, dated \_\_\_\_\_ and all bulletins issued thereto as stated in the Proposal Form.

Further, the Contractor certifies that he/she

- fully understood all provisions stated in those Specifications
- has had prior experience in the type of Work required by the Contract Documents and that he has the necessary finances, personnel and working organization and equipment available to execute the proposed Work in accordance with the requirements of the Contract Documents.
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 2013

\_\_\_\_\_ my commission expires,

Notary Public \_\_\_\_\_ County, Michigan.

NOTARY SEAL:

**PART 4**  
**Completeness Checklist**

Use this form to check to ensure that all documents are included with your submission

\_\_\_\_\_ Part 1 – Organizational Information

\_\_\_\_\_ Part 2 – Required Documents for Submission

\_\_\_\_\_ Part 3 – Affidavit

\_\_\_\_\_ Part 5 - Non-Collusion Affidavit

\_\_\_\_\_ Appendix B HUD Section 3 Intent to Comply Affidavit

**PART 5 - NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER**

State of Michigan)

County Wayne)

\_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

He / She is, \_\_\_\_\_, of  
(Owner, Partner, Officer, Representative, Agent)

\_\_\_\_\_  
(Contractor that has submitted the attached Proposal)

He / She is fully informed respecting the preparation and contents of the attached, Proposal and of all pertinent circumstances respecting such Proposal.

Such Proposal is genuine and is not a collusive or sham proposal. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the person making this statement, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, Firm or person to fix the price or prices in the attached Proposal or the Proposal of any other Proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Michigan Land Bank, DETROIT LAND BANK or any person interested in the proposed Contractor; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, partners, employees, or parties in interest, including the person making this statement.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of, 2013

\_\_\_\_\_ my commission expires,

Notary Public \_\_\_\_\_ County, Michigan.

NOTARY SEAL:

## APPENDIX A - DEFINITIONS

### DEFINITIONS

Capitalized terms, or pronouns defined herein, or used in the remaining Contract Documents, incorporated by reference, shall have the definitions set forth herein unless a different meaning is made clear by the context.

**ADR** – Means ADR Consultants, LLC a private company contracted by the Michigan Land Bank to provide demolition Technical Assistance.

**DETROIT LAND BANK (DLBA)** – Means the Detroit Land Bank Authority. An organization with a mission of stimulating neighborhood stabilization and economic growth through the acquisition, management, and disposition of tax-reverted and acquired properties.

**MICHIGAN LAND BANK FAST TRACK AUTHORITY (MLB)** – Means the Michigan Land Bank. The mission of the Michigan Land Bank is to promote economic growth in this state through the acquisition, assembly and disposal of public property, including tax reverted property, in a coordinated manner to foster the development of that property, and to promote and support land bank operations at the county and local levels.

**ADEQUATELY WET** – means sufficiently mixed or penetrate with liquid to prevent the release of particulates or visible emissions.

**ASBESTOS CONTAINING MATERIAL (ACM)** – includes both friable (i.e., easily crumbled or reduced to particles) asbestos-containing material or Class I non-friable asbestos-containing material.

**BACKFILL-** means filling the Open Hole left after removal of the Foundation to Final Grade level, with approved Backfill material according to the Specifications.

**BULLETINS-** means any additional Contract provisions, changes, revisions or clarifications of the Contract Documents issued in writing by the Director; on behalf of the MLB, to prospective proposers prior to the receipt of the qualifications.

**CAPACITY-** means the ability of a Contractor to perform all required services in a specific time frame as determined by DETROIT LAND BANK.

**CHANGE ORDERS-** means any material change to the overall scope of the Contract, which requires prior approval by the MLB. Example: changes in Contract price, which may result from changes in Scope of Work requirements.

**MLB-** means the Michigan Land Bank, a municipal corporation.

**COMPLETE WORK-** means the Contractor's compliance with all licensing, permit, safety, and environmental requirements as well as site clearance, demolition of all buildings to include exterior walls, basement walls, basement foundations, footings, and slab-on-grade, appurtenances, contiguous buildings, fences, concrete walks, drives, transportation of debris, and backfilling and finishing the site surface with a Final Grade.

**CONTRACT or CONTRACT DOCUMENTS-** means all directions, requirements, standards, terms and conditions of performance as specified in this REQUEST FOR QUALIFICATIONS in addition to any additional Contract provisions, changes, revisions or clarifications authorized by the Director or the Director's designee.

**CONTRACTOR-** means the individual or legal entity contracting with DETROIT LAND BANK for performance of the prescribed Work.

**DRAWINGS or CONTRACT DRAWINGS-** means those drawings specifically entitled, dated and listed in this RFQ, the Contract or any Bulletin.

**EMERGENCY-** means any building of such questionable structural integrity that it is deemed to be in imminent danger of collapse as determined by a Michigan Land Bank Building Official.

**EMERGENCY DESIGNATED STRUCTURES** – any building declared an Emergency that is awarded to a Contractor for demolition in accordance with these Specifications.

**EXTRA WORK-** means Work other than that expressly stated or implied in the Contract Documents at the time of execution of the Contract.

**HAZARDOUS MATERIALS-** explosives, pyrotechnics, flammable gas, flammable compressed gas, nonflammable compressed gas, flammable liquid, combustible liquid, oxidizing materials, poisonous gas, poisonous liquid, irritating material, etiologic material, radioactive material, corrosive material, or liquefied petroleum gas. Michigan Fire Prevention Code, Public Act 207 of 1941 Also see Title 48 CFR, Part 171.8, Part 172.101, 40 CFR 26.13, and 49 CFR 171.8.

**NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP)** - are air quality standards issued under the Clean Air Act for emissions standards set by the United States Environmental Protection Agency (EPA) for an air pollutant not covered by The National Ambient Air Quality Standards (NAAQS) that may cause an increase in fatalities or in serious, irreversible, or incapacitating illness.

**NOTICE-** means written notice.

**PERMIT** – is an official certificate, that authorizes performance of a specified activity (i.e., construction, repair, demolition), issued by the approving authority with proper jurisdiction.

**REQUEST FOR PAYMENT-** means an invoice submitted by the Contractor for Work performed under the Contract.

**RESPONSIBLE PROPOSER-** is a Contractor possessing the demonstrated judgment, skill, ability, capability, experience and integrity, requisite and necessary to perform the Work to standards and in the specified time, without regard to competing Contract commitments. See e.g., MCL 123.501

**RESPONSIVE PROPOSAL-** is a proposal that conforms, in all-material aspects, to the terms, conditions, specifications and requirements of the solicitation. See e.g., MCL 123.502

**SCOPE OF WORK-** encompasses all Contract performance requirements expressly stated or implied that are required to be furnished and completed by the Contractor in order to properly satisfy all Contract terms and conditions, except “Extra Work” as defined herein.

**SITE-** means the area bounded by the perimeter of the address supplied in the Contract or Notice to Proceed in which the Contractor has agreed to confine its operations. In special cases it may include other adjacent areas as may be designated by the Director or the Director’s designee.

**SPECIFICATIONS-** means all of the directions, requirements, standards, terms and conditions of performance as specified in this REQUEST FOR QUALIFICATIONS and the other Contract Documents.

**SUBCONTRACTOR-** means a person, firm, or corporation, other than the Contractor or its employees that Contracts with the Contractor to furnish, labor, labor and materials, or labor and

equipment, at the site, but shall not include one who merely furnishes materials or equipment. All subcontractors shall be approved in advance by the Department.

**TOXIC MATERIALS-** means any of 77 toxic substances and 63 flammable substances under the accident prevention provision of Section 112(r) of the Clean Air Act (CAA) and listed in Title 40, Part 68 of the Code of Federal Regulations (CFR); that in sufficient concentration, alone or in combination, poses a severe threat of gross damage to or destruction of the health, safety, or welfare of human, animal, or desirable plant life, or of the environment. Also see, Michigan Fire Prevention Code, Michigan Public Act 207 of 1941. It is important to note that Toxic Materials are a sub-set of Hazardous Materials consequently regulations concerning such substances are thoroughly addressed at the State and Federal Levels.

**UNBALANCED PROPOSAL-** is a Proposal offer that contains a substantial variation in price to the extent that it affects the proposal process by giving the Proposer an advantage or benefit not allowed other Proposers.

**WORK-** is the explicit and implicit Contract Requirements as defined in the Scope of Work.

*“Additional Services”* shall mean any *Services* addition to those set out in *Exhibit A* which are related to fulfilling the objectives herein stated, are not contained in the original *Services* as designated in this *Contract* or any *Exhibit* thereto and are agreed upon by the parties by written *Amendment*.

*“Associates”* shall mean in reference to the *Contractor*, its personnel, employees, consultants, subcontractors, agents, parent company, or any entities associated, affiliated, or subsidiary to the *Contractor*, now existing or hereinafter created, their agents and employees.

*“Contractor”* shall mean the contracting party hereto, whether incorporated as a firm or individual, or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

*“Exhibit A”* sets forth the Scope of *Services* and all pertinent data relating to performance of the *Services*.



*“Exhibit B”* sets forth the method of payment for the *Contract*, hourly rates, if any, and all the reimbursable expenses allowable, if any, to be paid to the *Contractor* in the performance of the *Services* set forth in this *Contract*.

*“Records”* shall mean all books, ledgers, journals, accounts, documents, records and all other collected data wherein are kept all entries reflecting the carrying out of the objectives and related *Services* in this *Contract*.

*“Reimbursable Expenses”* shall mean any additional costs, including, but not limited to, travel reproduction, out-of-pocket expenditures and all approved *Contractor* costs of whatever kind or nature incurred by the *Contractor* in its performance of the *Services* herein as provided for in *Exhibit B*.

*“Services”* shall mean all work that is expressly set forth in the Scope of *Services* included in *Exhibit A* or impliedly required to be performed by the *Contractor* in order to achieve the objectives of this *Contract*.

*“Subcontractor”* shall mean any person, firm or corporation, other than employees of the *Contractor*, who or which contracts with the *Contractor*, directly or indirectly, to perform in part or assist the *Contractor* in achieving the objectives of this *Contract*.

*“Work Product”* shall include all finished or unfinished original documents or copies, (when originals are unavailable) of data studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, videotapes, and other materials prepared by the *Contractors* under this *Contract*.

**APPENDIX B**

**HUD SECTION 3 COMPLIANCE ACKNOWLEDGMENT AND  
INTENT TO COMPLY  
(OWNER/DEVELOPER/GENERAL CONTRACTOR)**

**Submitted by:**

**Name of Owner/Developer:** \_\_\_\_\_

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

**E-mail:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name of General Contractor:** \_\_\_\_\_

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

**E-mail:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR 135**

**HUD Section 3 promotes local economic development, neighborhood economic improvement, and individual self-sufficiency by ensuring employment and other economic opportunities generated by certain HUD financial assistance are directed to low-income persons and businesses which hire them.**

**HUD Section 3 requirements apply to projects receiving in excess of \$200,000 in federal assistance for housing construction, re-construction, conversion, rehabilitation, de-construction, demolition, or public construction and apply to contractors and sub-contractors when any contract or subcontract exceeds \$100,000 for a project in excess of \$200,000.**

**General Statement**

\_\_\_\_\_, as the OWNER/DEVELOPER,  
and

\_\_\_\_\_, as the GENERAL CONTRACTOR are committed to comply with the HUD Section 3 Act, the Section 3 regulations, and the Michigan Land Bank HUD Section 3 requirements. It is our desire to work together to ensure compliance, to the greaDetroit Land Bank extent feasible, through the awarding of contracts for work and services to HUD Section 3 Business Concerns, and to provide employment and training to HUD Section 3 residents and eligible individuals.

**HUD Section 3 Compliance Goals**  
**Employment and Training:**

To demonstrate compliance with HUD Section 3 regulations, it is desirous to employ HUD Section 3 residents or eligible individuals as 30% of the aggregate number of new hires and to provide training to those new hires. We agree to provide information regarding existing employees and projected hiring needs as a part of the Michigan Land Bank HUD Section 3 Strategic Compliance Plan 1 when submitting proposals for HUD covered contracts.

**Contracting:**

To demonstrate compliance with HUD Section 3 regulations, the Michigan Land Bank shall attempt to award at least 10% of the total dollar amount of all HUD Section 3 covered contracts for building trades work, and at least 3% of the total dollar amount of all other HUD Section 3 covered contracts (i.e., professional services) to HUD Section 3 Business Concerns for non-construction purposes. As the Owner/Developer/General Contractor, we agree to award sub-contracts at least 10% of the total dollar amount for building trades work to HUD Section 3

<sup>1</sup> A template of the Michigan Land Bank Section 3 Compliance Plan is available on the Michigan Land Bank Purchasing website.

business concerns and at least 3% of the total dollar amount for non-construction work to HUD Section 3 business concerns.

### **Section 3 Business Concerns<sup>2</sup>**

Section 3 Business Concerns receive a preference in HUD contracting opportunities.

### **HUD Section 3 Clause**

\_\_\_\_\_ The following contract provisions, 24 CFR 135.38 (A-G), are required to be included in all solicitations and HUD Section 3 Covered Contracts. These provisions must be included in all contracts executed by the Michigan Land Bank as well subsequent contracts executed by Contractors, Sub-contractors and any party where HUD Section 3 covered funds are utilized:

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 impediments 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.

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<sup>2</sup> If you would like to check your eligibility as a HUD Section 3 Business Concern, verify at the HUD website. Determine your business concern's eligibility by completing the online Section 3 Business Concerns worksheet. Select Vendor Information to review the HUD Section 3 Business Concerns worksheet.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but 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 this provision 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).

***If awarded a HUD funded contract, I will a) insert the HUD Section 3 Clause language into all HUD Section 3 covered contracts and subcontracts b) submit and implement, to the greatest extent feasible, a Michigan Land Bank Section HUD Section 3 Strategic Compliance plan which will form of our contractual obligations to the Michigan Land Bank c) submit all required employment and contracting documentation; and d) take affirmative actions to comply with all HUD Section 3 notification, information, attain and report monthly efforts toward achieving established HUD Section 3 hiring and contracting compliance goals and reporting obligations.***

**OWNER/DEVELOPER:** \_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature and title)

**GENERAL CONTRACTOR:** \_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature and title)

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Notarized by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX C – ENVIRONMENTAL REQUIREMENTS

### HAZARDOUS MATERIAL REMOVAL SPECIFICATION

#### PART 1 GENERAL

##### 1.1 WORK INCLUDED

- A. Remove and dispose of hazardous materials identified in the Pre-Demolition Environmental Assessment (EA) in accordance with United States Environmental Protection Agency (USEPA) and Michigan Department Environmental Quality (MDEQ) regulations. The hazardous materials in the building structures may include, but not limit to, fluorescent light tubes, mercury-containing equipment (lamps, mercury switches, thermostats), hazardous drums or containers, chlorofluorocarbon (CFC) containing equipment, miscellaneous chemicals/products, and other hazardous contaminated materials.
  
- B. Any materials that have not been identified in Pre-Demolition EA report may be present in the buildings containing hazardous contaminant concentration above the RCRA disposal limits. The hazardous contaminated materials shall be removed and disposed of prior to the building demolition.

##### 1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced.

The publications are referred to in the text by basic designation only.

#### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910 Occupational Safety and Health Standards

29 CFR Part 1926 Safety and Health Regulations for Construction

40 CFR Part 261	Identification and Listing of Hazardous Waste
40 CFR Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR Part 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR Part 171-179	Department of Transportation Regulations to Hazardous Materials Transportation

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 30	(1990) Flammable and Combustible Liquids Code
NFPA 70 B	(1990) Recommended Practice for Electrical Equipment Maintenance
NFPA 325M	Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids

STATE OF MICHIGAN

PA 451, PART 201	Michigan Natural Resources and Environmental Protection Act
PA 451, PART 111	Michigan, NREPA Hazardous Waste Management Act



PA 451, PART 115

Michigan, NREPA Solid Waste Management Act

PA 451, part 121

Michigan Liquid Industrial Waste Act

### 1.3 SUBMITTALS

#### A. Work Plan

The Contractor shall submit a work plan including the procedures proposed for the accomplishment of removal and disposal of hazardous materials prior to proceeding with any removal and disposal work.

#### B. Disposal Documents

The Contractor shall submit a report summarizing all activities including a copy of the records of inspections and tests, as well as all analytical results for disposal of hazardous materials.

The Contractor shall provide copies of all licenses, certifications, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for the disposal of materials, the methods used, and the disposal areas and facilities. The Contractor shall also provide a copy of the results of tests performed to comply with the requirements of each disposal facility.

#### C. Manifests

The Contractor shall submit a copy of the official manifest for each shipment of removed hazardous materials to an approved licensed disposal facility. All manifests shall be in accordance with the requirements of all the applicable Federal, State and Local regulations.

### 1.4 SAMPLING AND ANALYTICAL TESTING

A. All analytical testing and sampling as required for hazardous material disposal shall be performed by a certified laboratory.

### 1.5 REGULATORY REQUIREMENTS

A. The Contractor shall comply with all applicable Federal, State and local regulatory requirements related to the hazardous material removal and disposal work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

A. Preparation

The Contractor shall be responsible for obtaining all required permits. The Contractor shall provide approved containers, vehicles, equipment, labor, labels, and manifests and other documents necessary for accomplishment of the work.

B. Safety Guidelines

1. All work associated with hazardous materials shall be performed at appropriate Personal Protection Level as defined by OSHA.

2. Personnel working inside the site shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work.

C. Control of Work

The Contractor shall perform work in accordance with the requirements of the drawings and specifications and shall take direction from the Department for this contract.

3.2 PROTECTION

- A. As part of the overall Health and Safety Plan, the Contractor shall conduct air monitoring at the site. Air monitoring instruments included Organic Vapor Analyzer (OVA) or Photoionization Detector (PID) for monitoring total organic vapor levels and Real-time MiniRam for monitoring total dust levels. The Contractor may use stricter standards for working under such conditions.

### 3.3 REMOVAL AND DISPOSAL

- A. General

The Contractor shall provide all labor, materials, equipment, transportation, packaging, sampling and testing, and incidentals required to perform removal and disposal of hazardous materials. The hazardous materials shall be handled in accordance with all applicable Federal and Michigan regulations.

- B. Hazardous Materials

All hazardous materials shall be removed from the project site and disposed of in an approved licensed facility. The Contractor shall provide the Department with manifests, certificates and other such evidence as may be required by Federal, State, and local regulations, to show that hazardous contaminated materials of all types were properly transported, received and disposed of in approved disposal facilities.

### 3.4 DISPOSAL

A Disposal of hazardous materials shall be in accordance with all Local, State, and Federal solid and hazardous waste laws and regulations, including Resource Conservation and Recovery Act (RCRA), Michigan Act 64, Act 136, and Act 451 and conditions specified herein.

END OF SECTION

## PCB MATERIALS REMOVAL SPECIFICATION

### PART 1 GENERAL

#### 1.1 WORK INCLUDED

- A. Remove and dispose of PCB transformers, capacitors, and fluorescent light ballasts, and other PCB materials.

#### 1.2 REFERENCES

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

#### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards
29 CFR Part 1926	Safety and Health Regulations for Construction
40 CFR Part 761	Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions

#### STATE OF MICHIGAN

PA 451, PART 147	PCB compounds
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#### 1.3 SUBMITTALS

- A. Work Plan

Prior to proceeding with the removal and disposal work, the Contractor shall prepare a work plan including the means, methods, and procedures proposed for removal and disposal of PCB materials.

The work plan shall provide a detailed description of the methods and equipment to be used for each operation and the sequence of operation and safety precautions to protect personal and property. The name and location of the licensed disposal facilities for all removed PCB materials shall be stated in the work plan.

B. Licensed TSCA Disposal Facilities

The Contractor shall submit the selected licensed TSCA disposal facilities for the disposal of all PCB contaminated materials to the Department for approval.

C. Disposal Documents

Copies of all licensed, certificates, permits, weight tickets and waste manifests for TSCA materials shall be submitted to the Department verifying proper disposal of the PCB contaminated materials. All manifests shall be in compliance with the requirements of 40 CFR, Part 761, 40 CFR, Part 262 and State and local regulations.

1.4 SAMPLING AND ANALAYTICAL TESTING

A. All analytical testing and sampling as required for PCB materials disposal shall be performed by a certified laboratory.

1.5 REGULATORY REQUIREMENTS

A. The Contractor shall comply with all applicable Federal, State and local regulatory requirements related to PCB removal and disposal work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

A. Preparation

The Contractor shall be responsible for obtaining all required permits. The Contractor shall provide approved containers, vehicles, equipment, labor, labels, manifests and other documents necessary for accomplishment of the work.

B. Safety Guidelines

1. Work associated with hazardous materials shall be performed at appropriate Personal Protection Level as defined by OSHA.
2. Personnel working inside the site shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work.

C. Control of Work

The Contractor shall perform work in accordance with the requirements of the drawings and specifications and shall take directions only from the Department for this contract.

3.2 PROTECTION

- B. As part of the overall Health and Safety, the Contractor shall conduct air monitor at the site. Air monitoring instruments included Organic Vapor Analyzer (OVA) or Photoionization Detector (PID) for monitoring total organic vapor levels and Real-time MiniRam for monitoring total dust levels. The Contractor may use stricter standards for working under such conditions.

### 3.3 REMOVAL AND DISPOSAL REQUIREMENTS

All handling, disposal, waste manifesting, record keeping requirements, as set forth in 40 CFR 761 – Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions shall be followed.

#### C. PCB Transformers and Capacitors Removal

Transformers and capacitors found at the site may contain PCBs. If it is found that these transformers and capacitors contain PCBs, they shall be removed, segregated from other material, and disposed of in a licensed TSCA facility.

#### D. PCB Ballasts Removal

Fluorescent light fixtures, which may contain PCB ballasts are present at the buildings at the site. The Contractor shall properly remove and segregate PCB ballasts from other materials, and dispose of PCB ballasts in a licensed TSCA facility.

#### E. Spills

The Contractor shall, at its cost clean up any spills of PCB on-site or off-site that occur because of the Contractor's negligence during removal and disposal activities. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. The Contractor shall immediately notify the Department and appropriate governmental authorities of the incident. Cleanup shall be in accordance with applicable Federal, State, and local laws and regulations.

END OF SECTION