

DEMOLITION MANAGEMENT AGREEMENT BY AND BETWEEN THE
CITY OF DETROIT BUILDING AUTHORITY
AND
THE CITY OF DETROIT

This Demolition Management Agreement (this "Agreement") is executed this 11 day of AUGUST, 2015 by and between THE CITY OF DETROIT, a Michigan municipal corporation, acting by and through its Department of Housing and Revitalization ("DHR") and its Buildings, Safety, Engineering and Environmental Department ("BSEED") (collectively, the "City" or a "Party") and the DETROIT BUILDING AUTHORITY, a Michigan public body corporate, whose address is 1301 Third Street, Suite 328, Detroit, Michigan 48226 (the "DBA" or a "Party," and together with the City the "Parties"), and this Agreement shall become effective upon the date of its filing with the Michigan Secretary of State.

WITNESSETH:

WHEREAS, pursuant to the Property Management Agreement between the City and the DBA, dated October 31, 2014, the City has requested that the DBA enter into an agreement with its DHR and BSEED for the demolition of certain residential and commercial improvements situated on property in the City; and

WHEREAS, the Agreement sets forth the terms pursuant to which the Parties will cooperate to implement the City's Demolition Program (as defined below); and

WHEREAS, the City has determined that implementation of the demolition of blighted residential and commercial structures under the Demolition Program will serve to secure and stabilize areas devastated by property abandonment, prevent further deterioration and decline in property values and enhance the quality of life in the City; and

WHEREAS, the City desires to engage the professional services of the DBA to coordinate and implement the Demolition Program in accordance with the terms of this Agreement; and

WHEREAS, the DBA agrees to coordinate and implement the Demolition Program in accordance with the terms of this Agreement; and

WHEREAS, the City represents and warrants that it has secured or will secure funds necessary to pay the cost of the DBA's duties (as described below in Paragraph 4).

WHEREAS, the Parties intend to transfer functions and responsibilities under authority of and in compliance with Act 8 of the Michigan Public Acts of 1967, being MCLA 124.531 et seq. ("Act 8").

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, it is agreed between the Parties as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as terms of this Agreement, as though fully restated in this Paragraph 1.
2. Definitions. The following terms shall have the following meanings:
 - A. Annual Demolition Plan or "Plan" shall mean the Plan developed by the Parties at the beginning of each year of the term of this Agreement, which Plan shall include a budget identifying funds to be used to pay the costs in connection with the Plan for the implementation of the Demolition Program.
 - B. Contractor(s) shall mean professionals, including demolition contractors, surveyors and environmental consultants, as shall be necessary to complete demolition activities approved as part of the Annual Demolition Plan.
 - C. Demolition Program shall mean the City's plan for the demolition of blighted and dangerous residential and commercial improvements located in the City.
 - D. Program Manager shall mean the DBA, which shall manage the performance of Contractor who are engaged to implement the Annual Demolition Plan under the Demolition Program.
3. Annual Demolition Plan. The Parties shall work cooperatively with each other to develop at the beginning of each year of the term of this Agreement an Annual Demolition Plan for the implementation of the Demolition Program.
4. The City Duties. The City shall perform the following duties and services in furtherance of the implementation of the Demolition Program:
 - A. *The City shall engage* in a timely fashion such Contractors, as shall be *necessary to complete demolition activities approved as part of the Annual Demolition Plan.*
 - B. *The City shall require in its contracts with Contractors that all such Contractors comply with the City of Detroit Demolition Policies and Procedures,* as they may be revised, copies of which are attached hereto as Exhibit A.
 - C. *All costs and expenses of the Contractors shall be paid by the BSEED and DHR* as applicable when such costs and expenses

become due, and the DBA shall have no obligation to pay such costs.

- D. *The City shall enter into one or more written contracts for the demolition components of the Project.* Any contract or subcontract executed by City or its Contractors in connection with an Annual Demolition Plan under the Demolition Program shall contain, at a minimum, the following:
- (i) Indemnification, waiver, hold harmless and release provisions in favor of the DBA and the City; and
 - (ii) Insurance requirements of the Contractors, and their respective subcontractors substantially similar to the requirements set forth in Subparagraph E below, which requirements shall include a requirement that the City and the DBA be named as an additional insured on all required policies; and
 - (iii) An acknowledgement by the Parties to the contract that the DBA is a third party beneficiary of the indemnification and insurance obligations described in such contract.
- E. The City's Contractors and subcontractors shall procure and maintain at their sole expense for the entire term of their respective agreements the following insurances:
- (i) Workers' Compensation insurance, which meets the Michigan statutory requirements, and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. DBA agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by DBA to render any of the services in connection with the Project.
 - (ii) Comprehensive General Liability insurance which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage, with a \$5,000,000 umbrella including XCU and Products Completed Operations.
 - (iii) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury of \$2,000,000 each person and \$5,000,000 each accident and property damage of \$5,000,000 each accident. Such

insurance shall comply with the provisions of the Michigan No Fault Insurance Law.

(iv) Pollution Liability Insurance which conforms to the following requirements: the minimum policy limits shall be \$5,000,000 each occurrence and in the aggregate.

a. If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the DBA or the City, render inadequate the insurance limit, or types of coverage required herein, the City shall cause its Contractors and subcontractors to furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the DBA.

b. If commercially reasonable, the policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the DBA. Certificates of insurance and endorsements evidencing such coverage shall be submitted to the DBA prior to the commencement of any work by the Contractor or subcontractor and prior to the expiration dates of expiring policies.

c. The City's Contractors and subcontractors, as applicable, shall be responsible for payments of all deductibles contained in any insurance required hereunder.

d. Except for Workers' Compensation Insurance, insurance policies shall name the "City" and "the DBA" as an additional insured, and shall state that the City's Contractors' and subcontractors' insurance is primary, with respect to the City and the DBA as an additional insured, and is not in excess over any insurance already carried by the DBA and the City.

5. The DHR Duties. DHR shall perform the following duties and services in furtherance of the implementation of the Demolition Program.
 - A. Ensure that the Community Development Block Grant ("CDBG") funds used in demolishing a property are used for a CDBG eligible use, meet applicable definitions, and serve a national objective under the CDBG regulations, the City's Demolition Policies and Procedures, and associated eligibility checklists and document the determinations.
 - B. Prepare and perform all environmental requirements under 24 CFR Part 58

and environmental standards at 24 CFR Part 570.604; convey all necessary documentation for the release and certification of federal funds to the Detroit Field Office of the U.S. Department of Housing and Urban Development; and monitor the City's compliance with environmental review requirements.

- C. Schedule and perform all necessary environmental testing and abatement in accordance with federal rules and regulations.
 - D. If blighted properties are occupied, determine whether federal relocation requirements are applicable.
 - E. Working in conjunction with the City Purchasing Department, qualify and procure the services of demolition contractors, professionals, and other vendors through an approved procurement process that complies with the requirements of 24 CFR Part 85.36.
 - F. Provide BSEED and the DBA with reporting formats, checklists and other forms for federal compliance and reporting obligations and ensure the recording of liens.
 - G. Update DBA and BSEED on any HUD requirements associated with the use of funds that arise in the course of implementing the CDBG demolition activities.
 - H. Monitor the progress of project implementation and expenditure of funds.
 - I. Carry out periodic monitoring and evaluation activities, as determined necessary by DHR or HUD. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports and output measures.
 - J. Pay the DBA a fee of Two Hundred Fifty and 00/100 (\$250.00) Dollars as an activity delivery fee for each residential structure that is demolished under the Demolition Program pursuant to this Agreement for the complete and proper performance of services. Pay the DBA a fee of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars for each commercial structure that is demolished under the Demolition Program pursuant to this Agreement for the complete and proper performance of services. Commercial structures shall include storefronts and buildings that have a minimum of four (4) or more residential units.
 - K. Following approved procedures, submit payment documentation to BSEED requesting the use of fire escrow funds.
 - L. BSEED shall be paid subject to its agreement with HRD for the cost of its services, which is incorporated in full by reference.
6. The BSEED Duties. The BSEED shall perform the following duties and services in furtherance of the implementation of the Demolition Program.

- A. Identify properties for demolition, conduct inspections, verify property conditions and ownership, coordinate dangerous building designations and demolition orders, and maintain required documentation.
 - B. Upon proper application, issue demolition permits and conduct inspections related to demolitions.
 - C. Verify clearance and conditions after demolition and issue final approvals.
 - D. Release any available fire escrow funding available for any property to be demolished to offset the cost of abatement and demolition in accordance with Public Act 218, The Insurance Code of 1956.
 - E. Review and approve all environmental due diligence efforts.
7. The DBA Duties. The DBA shall perform the following duties and services in furtherance of the implementation of the Demolition Program.
- A. The DBA shall serve as the Program Manager to manage the performance of the Contractors who are engaged by the City to implement the Annual Demolition Plan under the Demolition Program.
 - B. Develop a demolition strategy, including the identification of sources of funds available for demolition.
 - C. Coordinate demolitions; conduct progress and final inspections, maintain documentation and provide reports.
 - D. The DBA shall maintain full and complete books, accounts, documents, and records in auditable form, wherein are kept all entries reflecting all actions taken pursuant to this Agreement, and DBA shall make available all such books, accounts, documents, and records for audits, inspections and examinations by the City during normal business hours. All such records shall be maintained by DBA during the term of this Agreement and for a period of four (4) years following the termination of this Agreement or for such longer period as may be required. The provisions of this Paragraph 7 shall survive the termination of this Agreement.
 - E. Record all liens related to the Demolition Program.
 - F. Enter into and perform demolition and real property stabilization contracts requested in writing by the City and accepted in writing by the DBA.
8. Compliance with Act 8. The Parties intend to comply with Act 8, which requires the following contractual provisions:
- A. The City hereby transfers to the DBA such functions and responsibilities for demolition management and for real property stabilization as are necessary to permit the DBA to perform its obligations under this Agreement.

- B. This Agreement shall become effective upon the date following the date on which it is filed with the Michigan Secretary of State. Filing this Agreement with the Michigan Secretary of State is the responsibility of the DBA, and the DBA shall notify the Director of HRD when the Agreement has been filed.
- C. The term of this Agreement shall be as stated in Section 10 hereof.
- D. The employees of the Parties will not be transferred, reassigned or otherwise affected as a result of the performance of the Agreement. The DBA will manage the demolition of improvements by the Contractors, but no real property, facilities, equipment or other personal property will be transferred, sold or otherwise disposed of between the Parties.
- E. All of the costs of the DBA's performance of its obligations under this Agreement shall be paid by the City in accordance with Paragraph 4 hereof.

9. Equal Opportunity and Fair Employment Practices.

- A. The Parties agree that in connection with this Agreement they shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Parties shall promptly furnish any information requested by the City or its Human Rights Department with respect to this subsection A.
- B. Where required by law, the City shall comply with, and shall cause all of its Contractors to comply with, the goals established by the City's Executive Orders No. 2007-1 and 2003-4, as may be amended or replaced; Ordinance No. 31-99, as amended, concerning the purchase of goods and supplies and currently codified as Detroit City Code §§18-5-1 through 18-5-22 and §§18-5-31 through 18-5-36; and Ordinance No. 20-93, as amended, concerning the requirement that prevailing wage and fringe benefit rates be paid on City projects and currently codified as Detroit City Code §§18-5-60 through 18-5-66.

10. Term. Unless otherwise terminated in accordance with the terms hereof, this Agreement shall remain in effect for two (2) years from the date this Agreement is filed with the Michigan Secretary of State's office; provided, however, that if neither Party provides a Notice of Termination to the other Party, the Agreement shall be automatically extended without further action by the Parties for an additional two (2) year term. Notwithstanding anything to the contrary in this Agreement, (i) the Parties by joint action may terminate this Agreement with or without cause, in whole or in part, after giving written notice of termination (a "Notice of Termination") to the other Party at least thirty (30) days before the effective date of the termination (the "Termination Date"), or (ii) in the alternative, either Party may terminate this Agreement without joint action and with or without

cause, in whole or in part, after giving a Notice of Termination to the other Party at least one (1) year before the Termination Date.

A. In the event the City and/or the DBA terminates this Agreement, in whole or in part, by issuing a Notice of Termination, specifying the Termination Date in accordance herewith, the City shall be obligated to pay the DBA as follows:

- i. All costs, expenses and obligations incurred by the DBA and committed under this Agreement to the Termination Date.
- ii. All non-disputed amounts, if any, due on account of any requests of the City that have not been paid to the DBA at the time of the Termination Date.

B. Upon receipt or issuance of a Notice of Termination, the Parties shall:

- i. Stop work under this Agreement on the date of the Notice of Termination and to the extent specified in the Notice of Termination;
- ii. Not obligate any funds for costs beyond the Termination Date in the Notice of Termination and place no further orders or contracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- iii. Terminate any orders and contracts to the extent that they relate to the portion of the work so terminated;
- iv. Preserve all records and submit to the requesting Party any records and reports maintained by the other Party in connection with the performance of the Agreement; and
- v. Within thirty (30) days of the Termination Date, submit to each other a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, and/or other parties with which the Parties have incurred financial obligations pursuant to this Agreement (if any).

11. Annual Milestones and Performance Goals. The Parties agree to the annual milestones and performance goals outlined in Exhibit B to this Agreement.

12. Contact Persons. Each Party agrees to designate a contact person who will be responsible for facilitating and implementing the terms and conditions of this

Agreement. The Parties agree to operate in good faith to resolve, clarify and accommodate each other with respect to any and all issues arising under this Agreement.

13. Staffing. Each Party shall assign certain of its staff to the oversight, direction, and implementation of activities, roles and responsibilities under this Agreement.
14. Records. Each Party shall maintain written records of work performed by its staff, and expenditures incurred in connection with this Agreement, which records shall be maintained for four (4) years after termination of this Agreement or for such longer period as may be required.
15. Project Area Residents and Businesses. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, as applicable, DHR shall coordinate the City's compliance with the Section 3 clause of the Housing and Community Development Act of 1968, as amended. Implementation of these provisions shall be in accordance with Section 3 and the City's Demolition Policies and Procedures.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, DHR shall coordinate compliance with the requirements of Section 3 and make positive efforts to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the project areas designated by the City of Detroit. DHR will track compliance with Section 3 and W/MBE.

16. Uniform Administrative Requirements. The Parties agree to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502 and 24 CFR Part 85.
17. Environmental Responsibilities. The Parties shall carry out the activities in this Agreement in compliance with all federal laws and regulations at Subpart K of 24 CFR Part 570, except that: (i) BSEED and DBA do not assume DHR's

environmental responsibilities described at §570.60 or any other environmental responsibilities; and BSEED and the DBA do not assume DHR's responsibility for initiating the review process under 24 CFR part 52.

18. Notices. All notices, consents, approvals, requests, reports, and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail or nationally recognized overnight courier service, postage prepaid and addressed as follows:

If to the City:

Buildings, Safety Engineering and Environmental Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 401
Detroit, Michigan 48226
Attention: Eric Jones, Director

Department of Housing and Revitalization
65 Cadillac Square, 19th Floor
Detroit, Michigan 48226
Attention: Arthur Jemison, Director

If to the DBA:

City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: David Manardo, Director

With a copy to:

Lewis & Munday, P.C.
2490 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attention: Reuben A. Munday

Notices shall be deemed received three (3) days after the day of mailing if delivered by registered or certified mail, or one (1) business day after deposit with a nationally recognized overnight courier service. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

19. Miscellaneous.

- A. The relationship of the DBA and the City shall be that of a professional contractor and, except as provided herein, no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either Party as a result of this Agreement and undertaking.
- B. This Agreement, and the performance by the Parties hereto of their respective obligations hereunder, is subject to all applicable state and federal laws. This Agreement is governed by the laws of the state of Michigan.
- C. This Agreement may be amended from time to time by the execution by both Parties of a written amendment.
- D. Each Party to this Agreement hereby represents and warrants to the other Party that it has full right, power and authority to enter into and perform this Agreement; that its execution and delivery of this Agreement have been duly authorized by all necessary action; and that this Agreement constitutes its valid, binding and enforceable obligations.
- E. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- F. Subject to the provisions stated in paragraph 5 L, this instrument, including all Exhibits hereto, contains the entire agreement between the Parties, and all prior negotiations and agreements are merged herein. Neither Party nor any agents of either Party have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by either Party by implication or otherwise unless expressly set forth herein.
- G. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Demolition Management Agreement as of the date written above.

CITY OF DETROIT BUILDING AUTHORITY,
a Michigan public body corporate

By: 
Isaiah McKinnon

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

CITY OF DETROIT, a Michigan municipal corporation


By: 

Its: Department of Housing and Revitalization Director

By: 
Eric Jones

Its: Department of Buildings, Safety Engineering and Environmental Director

Approved as to form:
General Counsel to the DBA

By: 
Lewis & Munday, P.C.

This Agreement was approved by
the DBA Board of Commissioners:

On: FEBRUARY 19,
Date: 2015

APPROVED AS TO FORM:


Corporation Counsel for
the City of Detroit

PURCHASING DEPARTMENT OF
THE CITY OF DETROIT

Purchasing Director



Exhibit A

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EXHIBIT A
SCOPE OF SERVICE: DEMOLITION OF COMMERCIAL PROPERTIES
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SECTION I: INTRODUCTION

FOCUS ON WHAT MATTERS TO DETROIT AND DETROITERS.

TREAT EVERY STREET AS IF YOU LIVED THERE.

The services required consist of Demolition and Hazardous/ Regulated Materials Abatement activities for commercial structures within the City of Detroit Boundaries as directed by the City of Detroit or its authorized agencies (hereafter, "Owner"). The following revised protocol for demolition and abatement seeks to efficiently eliminate vacant, blighted, and hazardous structures in the City of Detroit, while protecting the health of community residents, workers, and natural resources. The purpose of this work is to improve the neighborhoods in a lasting and meaningful way that improves quality for Detroiters.

All Demolition Projects are to be conducted with the following specifications and performance requirements. The Owner will identify structures for demolition. Structures will be identified from that list and assembled via RFP and provided to Contractors on a routine basis.

The Owner reserves the right to revise these protocols over time to maximize efficiency and minimize demolition-associated hazards.

SECTION II: CONTRACTUAL REQUIREMENTS

- A. Contractors must comply with all federal and administrative requirements which will ensure that all work is performed and carried out in a safe and timely manner. It is the responsibility of the Contractor to provide and maintain all qualified personnel, equipment, materials and other resources necessary to perform activities identified in this Scope of Service. The contractor will:
1. Designate 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.
 2. Maintain current, accurate and complete records according to the Owner'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 Owner or its authorized representative, or its funders. All records under this contract will become the property of the Owner. Records must be maintained for a period of four years from the date of last payment under the contract.
 3. Obtain all permits necessary to perform the work specified in the Request for Qualifications and assume any fees associated with doing so.

4. Coordinate with the Owner or its authorized representative on matters relating to project requirements, completion, and actions that require immediate attention or which impact the results or quality of the work to be performed.
 5. Ensure appropriate operational control of investigation and survey activities, initiating all necessary measures to ensure adequate quality control through completion of all documentation required by the Owner, its authorized representative, or other regulatory body, and other document controls and records related to activities carried out.
- B. Except as provided in the contractor's proposal and approved by the Owner, the Contractor cannot reassign or transfer work to subcontractors without authorization from the Owner. Contractor shall notify the Owner 72 hours in advance if a Subcontractor is to be employed for the project and provide the Subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed. Written confirmation and authorization of proposed Subcontractor(s) will be provided to the Contractor within 72 hours of request.
 - C. 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. Completion dates are provided in the contract documents.
 - D. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the General Contractor and Subcontractor prior to commencement of work. Certificates shall be sent to the Owner, 65 Cadillac Square, Suite 3200, Detroit, MI 48226. Furnish to the Owner copies of all endorsements that are subsequently issued amending coverage or limits.
 - E. 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 the Owner or its authorized representative will not relieve the Contractor of the responsibility for subsequent correction of any such errors and omissions and the clarification of ambiguities.
 - F. The Contractor shall take before and after pictures of sidewalks, drive approach, neighboring residences and/or structures, and all surrounding areas to document existing conditions.
 - G. While engaged in field operations, Contractor and authorized sub-contractors represent the City of Detroit in Blight Remediation Efforts and are required to maintain a professional and friendly demeanor at all times when interacting with the public.
 1. When approached by a citizen, Contractor's staff shall make every effort to factually answer any question or address any concern in a professional and courteous manner. If staff does not know the answer to a question, they are to politely refer the party to the 844-DET-DEMO Call Center for assistance. If the concerned individual is not satisfied with the Contractor's staff's factual reply, they are also to be referred to the Call Center for further assistance.

2. Reasonable proof of failure to comply with this requirement will result in Contractor's staff member being removed from contracted demolitions for a period of 30 days.
3. Should Contractor establish a pattern of poor interaction with the public, they will be removed from the Qualified Bidder list for a period of 90 days, during which time they are disallowed from bidding on work for the Owner or the City of Detroit.
4. A pattern is considered to be established with the third notice within a period of 120 days, based on reasonable proof and at the sole discretion of the Detroit Building Authority, regarding any Contractor or authorized sub-contractor's failure to interact with the public in a positive, friendly and professional manner.

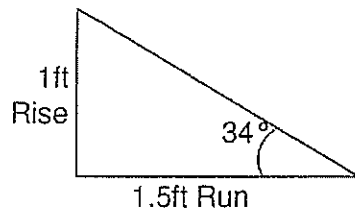
SECTION III: SITE PREPARATION

Part 1: Notification and Safety

- A. 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.
- B. During the course of all work on the site, all demolition contractors and authorized sub-contractors must wear appropriate safety equipment including hard hats and Owner-approved 844-DET-DEMO vests on the outside of clothing to designate work as city-authorized demolition.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent properties. Ensure safe passage of people around demolition area and minimize exposure to dust and flying debris. The contractor shall adhere to the Michigan Manual for Uniform Traffic Control Devices for all vehicular and pedestrian detours around their construction zone. The Detroit Building Code references the type of fences, barricades and other protective structures required for demolition.
 1. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. When required, fences and barriers should be a minimum of six feet high.
 2. The barricades shall extend no further than four feet from the inside of the street curb.
 3. In cases where scaffolding or other physical barricade is constructed due to proximity of demolition to nearby structures or pedestrians, utilize tarps, canopies, or other physical barrier to limit the spread of dust.
 4. There shall be no storage of debris or equipment on the street at any time.
 5. Do not close or obstruct streets, walks without permission from the Owner and the City of Detroit Department of Public Works, City Engineering Division. Applicable ROW Permits are to be obtained from the DPW/CED Permits Office at 65 Cadillac Square, Suite 1000, Detroit,

MI 48226, 313-224-3935. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

- D. Any open hole in excess of 3' in depth left unattended is to be extended or partially filled to create a slope on one of the four sides that would allow any person or animal falling into the hole to escape by climbing up a reasonably scalable slope.
- a. The maximum allowable slope shall be 34 degrees, as commonly illustrated below.



- i.
- ii. Stated differently, the maximum rise over run shall be 1/1.5 or the H:V ratio shall be 1.5:1.
- b. Slope shall be created out of clean site material free of debris to allow a clear and unobstructed path out of the depression, and shall be compacted adequately to allow foot traffic.
- E. At any time during the demolition process when an open hole and/ or debris pile must be left unattended, a 6' tall perimeter safety barrier fence shall be erected and maintained around the entire circumference of the hole and/or debris pile.
- a. Safety Barrier shall be 6' high and shall be constructed of sections of chain link fence with galvanized support posts no more than 8' spacing. Top posts are not required.
- b. Safety Barrier Fence shall be installed by either setting galvanized posts into the ground a minimum of 30" or by affixing galvanized bases to the posts and weighting them with sandbags.
- c. Gates installed to allow access to the site shall be locked with heavy gauge chain whenever the site is left unattended.
- d. Finished installation must yield a secure enclosure without noticeable sagging.
- e. Contractor must affix to the fence, in a conspicuous area, one construction sign noting the contractor's business name and contact telephone number. The sign shall measure at minimum 36"x24".
- F. Contractors shall make all efforts to protect sidewalks from damage. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project unless otherwise specified by the Owner.
- G. 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. Signs must be posted during all phases of demolition to prevent trespassing.

- H. Prohibit heat sources, flames, ignition sources, and smoking within or near adjacent properties.
- I. Distribute Owner-provided public health and safety instructions to adjacent properties and conduct door-to-door notification at least 14 days at least 72 hours prior to start of demolition activities.

Part 2: Utilities and Existing Site Improvements

- J. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to the start of demolition.
- K. The Contractor will meet with representatives of utility service facilities and Inspectors to review work site operations in the event that demolition would likely have an adverse impact on existing systems, property, or persons prior to commencement of operations. The Owner or its authorized representative shall resolve any question regarding the necessity of the meeting.
- L. 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.
- M. The Contractor shall protect all structures, conduits, wires, pipes, sewers and drains that are to remain in place from damage. 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. A concrete bulkhead shall be placed in all existing sewers encountered on the property unless waived by the Owner or its authorized representative.
- N. Any of the existing surface drainage or drainage structures and improvements will not be obstructed or impaired in any manner.
- O. Protect existing site improvements, appurtenances, and landscaping to remain.
- P. 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 the Owner or its authorized representative. All trees of a diameter of 6" or greater located outside of ten feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by the Owner's Representative.
- Q. 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 the Owner or its authorized representative on extended projects. Any soil and material contaminated by the temporary toilet facilities shall be removed and replaced, at Contractor's cost, with fresh, clean material and the site shall be left in a clean, sanitary condition.

Part 3: Hazardous or Regulated Materials

- R. A copy of the site-specific Hazardous/Regulated Materials Survey and summary of the identified materials will be supplied by the Owner at the time the Contractor is authorized to begin work on the site. The survey will comply with NESHAP standard subpart M, Sec 61.145 (a) to thoroughly inspect the facility for the presence of asbestos contain materials, including Category I and Category II nonfriable ACM. The survey will list (at a minimum) the type of each material/waste present, the location within the property, the quantity of each material, and recommendations for specific disposal protocol (if applicable).
- S. Prior to proceeding with the authorized work, the Contractor is encouraged to visit each site to arrive at a clear understanding of the conditions under which the work is to be done and to confirm the amount of hazardous/regulated materials to be removed from the sites. Contractor will be held responsible to have compared the premises with the Hazardous/Regulated Materials Survey, drawings, specifications, or other provided items, and to report any discrepancies affecting the execution of the work. No payment adjustments in excess of the quantities identified in the Hazardous/Regulated Materials Survey shall be made by the Owner without prior written authorization.
- T. Prior to proceeding with the removal and disposal work, Contractor shall submit a work plan including the means, methods, and procedures proposed for removal and disposal of all hazardous/regulated material as well as a contract-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the removal and disposal work at the specific addresses requiring abatement indicated in the Hazardous/Regulated Materials Survey or Owner-approved change order. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and hazardous/regulated material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in the Hazardous/Regulated Materials Survey.
- U. All hazardous/regulated materials identified in the hazardous/regulated materials survey, those that are present in excess of typical household quantities, and those that pose hazard for explosion or combustion shall be removed for proper disposal prior to demolition. Unless otherwise specified in the hazardous/regulated materials survey, de minimus or typical household quantities of hazardous/regulated materials do not require removal prior to demolition, if Contractor can provide evidence that all demolition waste and debris will be handled as hazardous material and disposed of in a Type II landfill. According to the above standards, the following hazardous/regulated materials shall be removed and disposed of, including, but not limited to: gasoline; oil; solvents; aerosol cans; under- and above-ground storage tanks; pesticides/insecticides; unlabeled containers; PCB-containing materials; CFC-containing materials; batteries; CRTs/TV screens/monitors; exit signs; flashing molds; leaded glass; solvents; paint cans; security alarms; security systems; solid waste; fluorescent light tubes; mercury-containing equipment and other hazardous/regulated materials.

- V. In case of a discrepancy between the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents the most stringent requirement as determined by the Owner or Owner's authorized representative shall apply.
- W. Personnel working inside the site shall be trained as required and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. Work associated with hazardous/regulated materials shall be performed at appropriate Personal Protection Level as defined by MiOSHA.
- X. The Contractor shall be responsible for obtaining all required permits. The Contractor shall provide approved containers, vehicles, equipment, signs, placards, labels, labor, manifests, and other documents necessary for accomplishment of work.
- Y. The Contractor shall provide the Owner with 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 as may be required by Federal, State, and local regulations, to show that hazardous/regulated materials of all types were properly transported, received, and disposed of in appropriate disposal facilities.
- Z. All tires shall be cut in half or quartered and disposed of with demolition debris, or transported for proper off-site disposal or recycling.
- AA. Disposal of hazardous/regulated materials shall be in accordance with all Local, State, and Federal solid and hazardous/regulated waste laws and regulations, including Resource Conservation and Recovery Act (RCRA).

Part 4: Asbestos Abatement

- A. The Hazardous/Regulated Materials Survey report will indicate the presence, location and quantity of asbestos-containing materials. Contractor will be held responsible to have compared the property with the Hazardous/Regulated Materials Survey, and to report any discrepancies affecting the start of the work. No payment adjustments in excess of the quantities identified in the Hazardous/Regulated Materials Survey shall be made by the Owner without prior written authorization.
- B. The Contractor shall be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the removal and disposal of regulated asbestos-containing materials (RACM) and debris in the areas that will be described in the Hazardous/Regulated Materials Survey.
- C. Provide verification that Contractor, on-site supervisors, workers, all subcontractors, and the independent testing laboratory performing asbestos abatement activities are properly trained in safety procedures associated with handling regulated asbestos-containing materials (RACM). Specify the use of any licensed asbestos abatement subcontractors used for this project in submitted work plan.

- D. The Contractor shall ensure that the project notification form (Notification of Intent to Renovate/Demolish) as required by the MDEQ and the MIOSHA Asbestos Program, is submitted at least 10 working days in advance of asbestos abatement activities. Notifications to the MDEQ are to be submitted online using the Michigan Business One Stop system.
- E. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents, including, but not limited to the following:
 - 1. US EPA, 40 CFR Part 61, Subpart M-National Emission Standards for Hazardous Air Pollutants;
 - 2. OSHA, 29 CFR Part 1926.1101/MIOSHA Part 602-Asbestos in Construction Standard;
 - 3. Michigan Public Act 154 of 1974 -"Michigan Occupational Safety and Health Act";
 - 4. Michigan Public Act 135 of 1986- "Asbestos Abatement Contractors Licensing Act";
 - 5. Michigan Public Act 440 of 1988- "Asbestos Workers Accreditation Act";
 - 6. US DOT, 49 CFR Parts 171 and 172-Hazardous Materials Regulations.
- F. Perform sampling and analysis for airborne concentration of asbestos fibers in accordance with 29 CFR Part 1926.1101. Collect personal air monitoring samples to represent the work activities for each shift, or a minimum of two, whichever is greater. Results of the personal samples shall be posted at the job site and made available to the Owner. The Contractor shall maintain a fiber concentration inside enclosed containment regulated work area equal to or less than 0.1 f/cc expressed as an 8 hour, Time Weighted Average (TWA) during asbestos abatement. If fiber concentration rises above 0.1 f/cc, the Contractor will examine work procedures to determine the cause and work to implement corrective actions.
- G. Post abatement (clearance) air monitoring will be the responsibility of the Contractor and completed by an independent third party contractor.
- H. Areas where asbestos abatement activities are conducted should be appropriately restricted. The contractor shall provide for the safety of all persons having access to the work area to ensure that any person having access to the work area has any required asbestos training.
- I. All asbestos-containing waste materials (ACWM) must be disposed of in a Type II landfill, and disposal receipts must be kept by the contractor for two years. These receipts should also be submitted in the Request for Payment) packet outlined in Section X.

SECTION IV: DEMOLITION

Part 1: Execution

- A. Conduct demolition operations to prevent injury to community residents and workers, and damage to adjacent buildings and facilities.

- B. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- C. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation. Claw bucket excavators are required in the City of Detroit for demolition activities.
- D. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
- E. Completely remove all buildings, structures, facilities, and other debris including brush and fallen trees or logs from the property. This includes all subsurface structures that may be present, including basement exterior walls, basement walls, basement, foundations, footings and slab-on-grade. Concrete, asphalt and/or gravel driveways are to be removed. Sidewalks shall remain in place.
- F. Use of explosives is not permitted.
- G. Intentional burning of wood, debris or existing structures is not permitted
- H. The work area is limited to 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.
- I. The contractor shall only cross sidewalks that are necessary for demolition. Contractors will make all provisions to not damage existing concrete and sidewalks.
- J. No existing surfacing of streets or curbs shall be removed or damaged and all streets shall be kept open and clear of debris and litter.
- K. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- L. Protect subgrades from softening and damage by rain or water accumulation.
- M. From the commencement of the Work until the final completion of the Work, the Contractor shall ensure that no building or structure is left in a precarious or dangerous condition that may cause direct harm to nearby residents at any time.
- N. Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Promptly repair damages to adjacent facilities caused by demolition operations. Any damage to surrounding buildings or property will be repaired by the Contractor at his expense.
- O. Only backhoes, excavators, dozers, crawlers, dumpers, compactors or other gas or diesel-fueled equipment which is compliant with 40 CFR 89; 40 CFR 1039 and 40 CFR1068 shall be used on declared Ozone Action Days. Contractors are encouraged to enroll in the EPA's *EnviroFlash* system to receive six-day Air Quality Index (AQI) forecasts to anticipate Ozone Action Days and adjust demolition schedules as necessary.

- P. All demolition activities using gas or diesel-fueled machinery must comply with Detroit City Code, Sections 55-4-101 through 55-4-104 regarding the prohibition of idling for commercial vehicles. Do not direct vehicle or equipment exhaust toward adjacent properties.

Part 2: Dust Suppression

- A. Contractor shall use all means necessary to control dust on and near the work, and on and near all off-site borrow areas, if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site. The Contractor should use water mist, temporary enclosures, and other suitable methods outlined in SECTION III to prevent the spread of dust and dirt during all demolition activities.
- B. The demolition contractor should keep all building components adequately wet during all phases of demolition and debris removal to prevent the release of particulates into the air and to minimize the spread of lead-containing dust. This must include the application of water during knockdown and load-out, also referred to as "wet-wet" demolition.
- C. Wetting may include the use of a cherry picker or bucket lift to insure proper wetting of higher elevation surfaces prior to and during demolition and/or in cases when the structure is unsafe to enter prior to demolition. Water must be applied directly to the point of impact to maximize dust control.
- D. Contractors are responsible for procurement of consistent water source such as a hydrant permit or water trucks for duration of demolition activities. Upon completion of the work, all temporary water lines installed by the Contractor shall be removed by the Contractor.
- E. Direct water, use misting nozzles, and utilize erosion control measures to prevent erosion or displacement of soils, and discharge of soil-bearing water runoff or settled airborne dust onto adjacent properties, drives and walkways. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- F. The Contractor or designated representative is responsible for monitoring the dust generated from all the demolition activities at the site and for the implementation of the dust suppression measures. The intent is to minimize the possibility of impacting neighbors with an excessive fugitive dust plume that crosses the site property lines. If a complaint is received by any of the Contractor's staff concerning fugitive dust emissions, the process causing the concern shall be halted immediately until the issue is investigated and a satisfactory resolution can be implemented. If the issue becomes beyond resolution, the Contractor or designated representative shall contact the owner to assist in problem solving.
- G. The frequency of applying water may be reduced if precipitation events occur or if soil is frozen or snow conditions are present, providing excess fugitive emissions are not observed. Demolition activity, which will create excess fugitive dust in temperatures below freezing, will employ a mixture of water and/or other suppressant agents approved by the owner prior to use. Alternative dust

suppressant agents and procedures for their application must be in compliance with the February 2014 "MDEQ Guidelines for Selecting Dust Suppressants to Control Dust and Prevent Soil Erosion".

- H. During high wind weather conditions (i.e. above 25 mph) the contractors shall limit the work to those demolition activities that generate the lesser amount of fugitive dust, avoiding or minimizing knockdown and earthwork activities.

SECTION V: DEMOLITION WASTE AND DEBRIS REMOVAL

- A. 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.
- B. All debris shall go to a licensed Type II sanitary landfill, unless otherwise approved or directed by the Owner. 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.
- C. Except for items indicated to remain the Owner/OWNER'S property, demolished materials shall be become the Contractor's property and shall be removed from the site and disposed of legally. On-site storage or sale of removed items is prohibited. There shall be no storage of debris or equipment on the street at any time.
- D. Load-out of demolition debris shall be completed within forty-eight (48) hours after Knockdown.
- E. 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.
- F. Demolition materials and debris shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- G. Parking of roll-off bins and dump trucks is strictly prohibited in front of occupied houses and/or buildings during debris removal.
- H. The Contractor shall cover all dumpsters after placement of debris therein and shall ensure that all dumpsters remain covered when not in use. Full dumpsters shall be removed promptly from the site and transported to the selected disposal site.
- I. The Contractor shall be responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan and DOT regulations.
- J. 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. All generated materials and waste manifests shall be furnished to the Owner or its authorized representative.

- K. Clean adjacent buildings, driveways, and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- L. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

SECTION VI: SITE FINISHING

Part 1: Earthwork

- A. All resulting holes or voids shall be backfilled to adjacent grade level and compacted with clean backfill per the following requirements:
 - 1. All fill material shall consist of soil with less than 35% clay content. Contractor shall provide suitable clean fill material which is equivalent to Michigan Department of Transportation (MDOT) Class II granular material. Acceptable soil types include crumbling yellow clay or sandy loam that is suitable for backfilling basements and grading the lots. No blue clay or gray clay shall be used for backfill material.
 - 2. Manufactured or alternate fill specifications must be approved by the Owner before use and are governed by City of Detroit Ordinance 290-H.
 - 3. Sand or pre-approved manufactured fill may be used up to two (2) feet below grade with the approval of the Owner.
 - 4. The fill material shall be free of rock, gravel, waste, frozen material, concrete, brick, wood chips, crushed demolition debris, frost, ice, soil recovered from street sweeping, and other deleterious matter as defined by City of Detroit Ordinance 290-H. On-site crushing of building materials is prohibited.
- B. Documentation shall be provided to the Owner or its authorized representative as to the origin of backfill material. Appropriate documentation shall consist of sworn statements/affidavits; material transportation receipts, load tickets, manifests, etc. that track quantity, date and origin; and/or a written report detailing the known history and/or current environmental condition of a soil stockpile being proposed for use by the Owner. There will be three acceptable types of soil origination:
 - 1. Native: Native Soil from a commercial sand/gravel quarry pit. A standard certification letter from the origination facility shall be prepared on behalf of the Owner and accompany all volumes intended for backfill. Materials shall be free of contaminants.
 - 2. Residential: At a minimum, a sworn statement from the Contractor or a letter from an Environmental Professional must accompany the imported backfill material. The statement or letter shall clearly document that the backfill material originates from a residential property. A certificate of insurance is required for the Environmental Professional.

3. Non-Residential: The Contractor shall provide appropriate data from a qualified Environmental Professional including an independent evaluation of the proposed backfill material. Composite sampling frequency and method must be detailed within this report in accordance with Michigan Department of Environmental Quality (MDEQ) Part 201 generic cleanup criteria for unrestricted residential use. The Environmental Professional shall provide a written statement certifying that the proposed backfill material is acceptable and in their professional opinion, "all submitted information is true, accurate and complete". The submittal shall include a Certificate of Insurance from the Environmental Professional. Analytical testing from each backfill source must include:
 - a) Volatile Organics (Method 8260)
 - b) Semi-Volatile Organics (Method 8270)
 - c) Pesticides/PCBs (Method 8080)
 - d) Michigan 10 metals include arsenic, barium, cadmium, chloride, copper, lead, mercury, selenium, silver and zinc matter.
 - e) Chloride (EPA 9056A (solids prep)) when backfill source is from reconstruction of a road or thoroughfare.
- C. The Owner reserves the right to refuse soil or approved material for any breach of policy, specifications and/or violation of applicable laws and regulations.
- D. The Owner or its authorized representative 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 meets contaminant standards. All cost associated with testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor.

Part 2: Stockpiling

- A. All stockpiling locations (i.e., stockyards, staging areas) shall be determined acceptable by the Owner and authorized representatives. Any location not deemed appropriate is at contractor's sole risk and may result in denial of material for use as backfill.
- B. Authorized agents or representatives of the Owner shall be granted reasonable access to inspect the stockpile location and activity conducted thereon.
- C. Prior to proceeding with stockpiling, the contractor shall submit and implement an approved dust control and monitoring plan to address all sources of fugitive emissions from the site. Dust control measures must be in accordance with City of Detroit BSEED Environmental Affairs Dust Control policy. The plan must include the following information for each proposed stockpile site:

1. The means, methods and procedures, including appropriate engineering controls and misting operations to be utilized to control total suspended particulate (TSP), dust and must limit potential fugitive dust emissions offsite.
 2. Soil erosion controls in accordance with Wayne County guidelines.
 3. Wet sweeping of public roads, when significant track-out onto adjacent public roadways at frequency necessary to prevent dust emissions.
 4. Stockpile soil materials away from edge of excavations.
 5. Protect soils from freezing temperatures and frost.
 6. When water sprayers are used to prevent fugitive dust emissions, Contractors are responsible for procurement of consistent water source such as a hydrant permit or water trucks for duration of stockpile use. The Contractor shall pay costs for installation and removal of any temporary connections including necessary safety devices and controls. Use of water shall not result in or create hazardous or objectionable conditions.
 7. Measures and procedures to prevent track out of soil that may result in a dust problem. When necessary, vehicles shall be thoroughly washed prior to leaving the Site.
- D. Prior approval must be obtained to transport soil to stockpile site on residential streets.
- E. No contaminated soil may be stored at any time.
- F. The contractor shall be required to remedy any damages to the surrounding properties if control measures fail as a result of stockpile operations.

Part 3: Execution of Excavation and Backfill

- A. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
- B. Protect existing trees to remain. Do not stockpile heavy materials or heavy equipment within drip line of remaining trees whenever possible.
- C. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by backfilling operations.
- D. All Open Holes shall be backfilled within forty-eight (48) hours after Open Hole inspection. If open hole must be left overnight or unattended, Contractor must comply with 29 CFR 1926 Subpart M regarding fall protection.
- E. Remove vegetation, topsoil, debris, trash, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from all disturbed ground surfaces prior to open hole inspection and placement of fills. Dispose of in manner satisfactory to the Owner and local governing agencies.

- F. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding project site and surrounding areas.
- G. Prior to placing fill in open holes perform following procedures:
 - 1. Drain water, and remove muck, mud, debris, and other unsatisfactory material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
 - 2. All muck, mud, and other materials removed from low areas shall be dried on site by spreading in thin layers for observation. Material shall be inspected and, if found to be satisfactory, may be used as fill material. If, after inspection, material is found to be unsatisfactory, it shall be removed from site.
 - 3. Remove temporary protection measures before placing subsequent materials.
- H. Place backfill and fill materials in layers not more than 18 inches in loose depth, using appropriate methods of compaction.
- I. When performing backfilling operations during periods of prolonged wet or dry conditions, provide adequate measures for surface drainage or ground water and moisture control of the soils (i.e. wetting or drying, scarify and disking) so as to place and compact the soil within the moisture content range of a few percentage points of its optimum water content.
- J. Water pumped out of excavations shall be disposed of onsite and will not be discharged to the municipal storm drainage system or to surface waters unless approval to do so has been documented by the Owner.

Part 4: Grading

- A. Site restoration includes application of topsoil and grading all disturbed areas. 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 prevent excessive runoff into the abutting street, alley, or property or cause pooling in the lot area and must provide a smooth transition between existing adjacent grades and new grades.
- B. Four inches of screened top soil must be applied to each lot according to the following specifications:
 - 1. Topsoil must be free of pulverized building materials and construction debris.
 - 2. Topsoil shall contain minimum of 4 percent and maximum of 25 percent organic matter.
 - 3. Topsoil shall not be heavily compacted. Use light-weight tractor for final grading to ensure topsoil does not become compacted.
 - 4. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as topsoil is uncontaminated.
- C. If sufficient topsoil is not available, the Owner may approve one of the following alternatives:

1. Rototill top 6 inches of soil surface. Mix in sandy loam soil and amend with compost in 3:1 ratio. Do not compact uppermost layers.
 2. Rototill top 6 inches of soil surface. Apply seed mix with biodegradable seed germination/ erosion control blanket. Do not compact uppermost layers.
- D. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances. At the completion of the Work, the premises shall be left rake clean with a Final Grade.
- E. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
- F. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

Part 5: Seeding and Watering

- A. Lot shall be seeded with a "NO MOW" Lawn Mix w/ Annual Rye or 100% dutch white clover seed and shall be applied in accordance with the manufacturer's specifications. The Owner or its authorized representative must approve any other proposed contractor grass seed to ensure specifications are met prior to use.
- B. Mulch entire planting area using straw to ensure proper moisture levels, removing bale string from the site.
- C. Contractor must demonstrate that the site has been watered within 7 days of the seeding date sufficient to allow for seed germination. Contractors are encouraged to use weather forecasts to plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.
- D. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- E. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion.
- F. After load-out sidewalks and streets shall be swept clean and washed down.

SECTION VII: INSPECTIONS

A. All requests for inspections shall be made at least twenty four (24) hours prior to the date of the requested inspection. The following inspections are required for every non-emergency demolition:

INSPECTION #	DESCRIPTION	REQUIRED FOR EMERGENCY DEMOLITION	AGENCY
1	Open Hole (to Bid Specifications)	YES	BSEED
2	Final Grade	YES	BSEED

B. The Owner or its authorized representative may monitor the site during all phases of demolition and backfilling including examination of the type of backfill material used, and to ensure that all enumerated demolition protocols are followed.

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

SECTION VIII: TIMELINE

A. Standard Demolition

1. Begin work within 15 days after receiving a notice to proceed from the Owner. It is the Contractor responsibility to notify the Owner or its authorized representative within 24 hours if the site is not accessible.
2. Complete excavation and loading of debris within 48 hours after knockdown.
3. Backfill open holes within 48 hours after Open Hole Inspection.
4. Complete all demolition activities including clean-up and site finishing by the scheduled date.

B. Ordered / Emergency Demolition

1. Must begin work within 24 hours of receipt of Notice to Proceed from the Owner.
2. Complete excavation and loading of debris within 48 hours of knockdown.
3. Complete backfill within 48 hours after Open Hole Inspection.
4. Complete all demolition activities including clean-up and site finishing 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 the Owner or its authorized representative.

SECTION IX: SUBMITTALS

Part 1: Notifications

- A. 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 and notify the Owner or its authorized representative of identification of other suspected hazardous materials or contaminants. The Contractor is required to submit via Email every Monday, Wednesday and Friday by 5pm their WIP status on provided Excel Format on all open activities.
- B. 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 the Michigan Business One Stop website (<http://www.michigan.gov/business>), with copies to the Michigan Occupational Health Division, Asbestos Program and the Owner or its authorized representative.
- C. Contractor shall notify the Owner 72 hours in advance if a Subcontractor is to be employed for the project and provide the Subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.
- D. Prior to proceeding with demolition activities, Contractor shall submit to Owner or Owners Representative the following at least 5 days in advance of planned demolition:
 - 1. Proof of 10-day notice of Intent to Renovate/Demolish with the Michigan Department of Environmental Quality.
 - 2. Copies of Post-abatement (clearance) air monitoring results completed by an independent third party contractor
 - 3. Schedule of demolition activities including a detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 4. Work plan including the means, methods, and procedures proposed for removal and disposal of all hazardous/regulated material.
 - 5. Contract-specific health and safety plan (HASP) that includes the necessary precautions and safety procedures proposed for the accomplishment of the removal and disposal work at the specific addresses requiring abatement as indicated in the Hazardous/Regulated Materials Survey. Include detailed information regarding temporary controls, including lock-out/tag-out procedures, and hazardous material handling. The HASP shall be based on applicable regulations, work experience, and the guidance provided in the Hazardous/Regulated Materials Survey. Specify the use of any licensed subcontractors used for this project.
 - 6. The Owner or Owners Representative may at its discretion, conduct final clearance inspection to confirm that all Asbestos and Hazardous/Regulated Materials have been removed from the site

and that all records are in proper order. If final clearance is conducted and is not approved, the Contractor must return to the project site and complete any and all activities necessary to achieve an acceptable clearance inspection which demonstrates that all asbestos and hazardous/regulated materials have been properly removed.

7. The Contractor shall receive approval of its proposal in this regard from the Owner before proceeding with demolition work.
- E. Landfill receipts/waste manifests must be submitted to the Owner, with invoice, within 10 days of the completion of the project or payment will not be processed.

Part 2: Request for Payment

- A. All documentation must be submitted on organization's letterhead.
- B. Request for Payment Packet must include:
 1. A cover letter identifying individual billing by property address for each property included in this payment request.
 2. Schedule of Values and Sworn Statement for each property address.
 3. Conditional or Unconditional waivers of lien from yourself, as well as all Subcontractors listed on sworn statement.
 4. Building Permit
 5. Notification of Intent to Renovate/Demolish
 6. Final grade inspection receipt
 7. Documentation of abatement activities and waste disposal in compliance with Environmental Inspection Report or authorized change orders.
 - i. Authorization to reoccupy previously abated area
 - ii. Asbestos quantity sheet
 - iii. Michigan Department of Natural Resources Air Quality Division / Waste Management Record
 - iv. A copy of the disposal manifest and/or shipping papers used to dispose of materials/wastes from each disposal/recycling facility with load description and time stamps.
 - v. When applicable, a copy of the CFC recovery certificate signed and certified by the licensed CFC recovery professional.
 - vi. When applicable, a copy of the scrap metal receipt for AST/USTs and other metals.

8. Documentation of origin of backfill and topsoil sources, and certification or analytical data where appropriate, verifying material is uncontaminated.
9. Documentation that any Subcontractors are in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
10. Certified Payroll
11. Seeding and Watering Report
12. Seed tags identifying correct seed used per specification
13. Before and after photographs of the site (labeled)

SECTION X: ADJUSTMENTS TO BID

- A. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the Owner, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).
- B. 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 Owner or its authorized representative.
- C. The Owner reserves the right to revise these protocols over time to maximize efficiency and minimize demolition-associated hazards.

SECTION XI: DEFINITIONS

ADEQUATELY WET – Sprayed, misted, mixed, or penetrated with liquid to an extent that suppresses the release of visible emissions and particulate matter.

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

ASBESTOS ABATEMENT ACTIVITIES – Any activity that involves the removal or renovation of friable asbestos-containing material by an asbestos-removal professional

AUTHORIZED REPRESENTATIVE – An additional party granted specific ability to speak or act on behalf of the Owner.

BACKFILL – Material with which Open Holes shall be filled to Final Grade Level and that has been previously approved for use according to Specifications.

BULLETINS – Any additional Contract provisions, changes, revisions or clarifications of the Contract Documents issued in writing by the Director; on behalf of the DLBA, to prospective proposers prior to the receipt of the proposals.

CATEGORY I NON-FRIABLE ACM – Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy

CATEGORY II NON-FRIABLE ACM – Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

CHANGE ORDERS – Any material change to the overall scope of the Contract and which requires prior approval by the DLBA. Example: changes in Contract price, which may result from changes in Scope of Work requirements.

CLASS B LICENSE – Unrestricted wrecking Contractor's license authorizing the holder thereof to wreck non-concrete or steel frame structures less than or equal to three (3) stories or thirty-five (35) feet in height.

COMPLETE WORK – 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 – All directions, requirements, standards, terms and conditions of performance as specified in this RFP in addition to any additional Contract provisions, changes, revisions or clarifications authorized by the Director or the Director's designee.

CONTRACTOR – The individual or legal entity contracting with DLBA for performance of the prescribed Work.

DISHING – The sloping of the side walls of the Open Hole so a person could walk out of the depression

DLBA – The Detroit Land Bank Authority, a municipal corporation.

DRAWINGS or CONTRACT DRAWINGS – Those drawings specifically entitled, dated and listed in this RFP, the Contract or any Bulletin.

EMERGENCY DEMOLITION – The demolition of any building of such questionable structural integrity that it is deemed to be in imminent danger of collapse as determined by a Detroit City Building Official.

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

EXPERIENCED – The Proposer/Wrecking Company has at least three years demolition experience and has demolished at a minimum one hundred (100) residential and twenty (20) commercial structures.

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

FINAL GRADE – Removing all excess material, rubbish, and debris from the premises, and leveling the surface of the lot to conform to the grade of the abutting properties. The leveling of the lot surface shall prevent excessive liquid run off into the abutting street, alley or adjacent properties and shall not cause pooling.

FOUNDATION – All parts of a demolished structure still existing in the ground after Knockdown and Load-out, including but not limited, to basement walls, basement foundations, footings and slab on grade foundations.

FUGITIVE DUST – All particulate matter caused by demolition activities and that is suspended in the air and could spread to nearby areas.

HAZARDOUS/REGULATED MATERIALS – Any materials designated by the Hazardous/Regulated Materials Survey as necessary for removal from property prior to beginning demolition activities. Includes Michigan Fire Prevention Code, Public Act 207 of 1941, and Title 48 CFR, Part 171.8, Part 172.101, 40 CFR 26.13, and 49 CFR 171.8.

HAZARDOUS/REGULATED MATERIALS SURVEY – Survey of a property to be demolished that is conducted by a third party and that defines the quantity, types, and locations of any materials to be removed from the property prior to beginning any demolition activities.

KNOCKDOWN – Physical demolition of the structure and placement of all debris into the basement area or in a single pile within the footprint of the former structure.

LOAD-OUT or LOAD-OUT PHASE – The wetting down and removal of demolition debris from the demolition site after Knockdown, occurring prior to the removal of the Foundation.

NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) – 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 – Written notice or documentation.

OPEN HOLE – A depression in the earth resulting from excavation and removal of all demolition debris and the Foundation of the structure after Knockdown.

OWNER – As used in these specifications "Owner" refers to the contracting entity, either the City of Detroit or its agencies and does not necessarily imply ownership of the real property.

PAYMENT BOND – Bond secured by the Contractor that assures payment as required by law to all persons supplying labor and material in the execution of the Work provided for in the Contract.

PERFORMANCE BOND – Bond executed in connection with a Contract to secure fulfillment of all the Contractor's Contractual obligations.

PERSONAL PROTECTION LEVEL – Designated levels of skin, eye, and respiratory protection required for hazardous materials workers and as defined by MIOSHA.

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

QUALIFIED BIDDER – A party that may be considered by Detroit Land Bank Authority for approval to conduct demolition.

REGULATED ASBESTOS CONTAINING MATERIALS (RACM) – All of following: (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable 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 demolition or renovation operations.

REQUEST FOR PAYMENT – Invoice submitted by the Contractor for Work performed under the Contract according to the specifications outlined in Section IX, Part 2.

RESPONSIBLE PROPOSER – A Contractor possessing the demonstrated judgment, skill, ability, capacity, experience and integrity, requisite and necessary to perform the Work to standards and in the specified time, without regard to competing Contract commitments.

RESPONSIVE PROPOSAL – A proposal that conforms, in all-material aspects, to the terms, conditions, specifications and requirements of the solicitation.

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 – 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 this may include other adjacent areas as designated by the Owner or Authorized Representative.

SPECIFICATIONS – Any and all directions, requirements, standards, terms and conditions of performance as specified in this RFP and other Contract Documents.

SUBCONTRACTOR – A person, firm, corporation, or party 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 any party who furnishes only materials or equipment. All subcontractors must be approved in advance by the Detroit Land Bank Authority.

SURETY BOND – As referred to in this document; includes a Performance and Payment Bond as defined above and shall satisfy the requirements of 24 CFR 85.36(h)(1)-(3).

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.

TYPE II LANDFILL – A municipal solid waste landfill.

UTILITIES – All public or private utility companies such as DTE Energy, the Detroit Water and Sewerage Department, or the Detroit Public Lighting Department.

UNBALANCED PROPOSAL – 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.

WET-WET – The application of water to structure and debris during all phases of Knockdown and Load-Out.

WORK – The explicit and implicit Contract Requirements as defined in the Scope of Services.

SECTION XII: REFERENCES

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, whether stated or omitted from bidding documents, including, but not limited to the following:

1. US EPA, 40 CFR Part 61, Subpart M: "National Emission Standards for Hazardous Air Pollutants"
2. OSHA, 29 CFR Part 1926.1101/MIOSHA Part 602: "Asbestos in Construction Standard"
3. Michigan Public Act 154 of 1974: "Michigan Occupational Safety and Health Act"
4. Michigan Public Act 135 of 1986: "Asbestos Abatement Contractors Licensing Act"
5. Michigan Public Act 440 of 1988: "Asbestos Workers Accreditation Act"
6. US DOT, 49 CFR Parts 171 and 172: "Hazardous Materials Regulations"
7. US EPA, "Clean Air Act" Section 114 A
8. US EPA, NESHAP standard subpart M, Sec 61.145 (a): "Standard for Demolition and Renovation"
9. US EPA, 40 CFR 89: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"
10. US EPA, 40 CFR 1039: "Control of Emissions from New and In-Use Non-Road Compression Ignitions"
11. US EPA, 40 CFR 1068: "General Compliance Provisions For Highway, Stationary, And Non-Road Programs"
12. Detroit City Code, Sections 55-4-101 through 55-4-104: "Traffic and Motor Vehicles"
13. MDEQ, Natural Resources and Environmental Protection Act, Part 201: "Environmental Remediation: Generic Cleanup Criteria for Unrestricted Residential Use"

Exhibit B

The DBA as an Agency of the City of Detroit will review and manage all demolition activities requested by the City of Detroit Departments.

Management activities will consist of activities covered in the body of this agreement.

As the DBA is provided documentation by BSEED as to Legal Authority to demolish fire damaged structures, the DBA will manage the first spend of Fire Escrow Funding. Fire Escrow funding will take precedent over any other funding source and be expended first in funding sources for identified demolition projects.

Fiscal Year funding as supplied by other City Departments will be spent down within the restrictions placed by the funding provider.

City Departments must provide funding sources and restrictions of funding sources 12 months prior to the expiration of the funding to the DBA.

Any revision to City funding sources must be provided to the DBA every quarter of each calendar year.

A Notice to Proceed will be issued to the DBA for any City Owned or Privately Owned Structure that the City is requesting be demolished.

2015-2016 Demolition Plan

- All Fire Escrow Funds will be spent and Invoiced as top priority
- All FY2011-2012 funds will be spent and invoiced within first 6 months of contract
- All FY2014-2015 funds will be spent and invoiced by the end of the 1st year of the contract
- All 2015-2016 funds will be spent and invoiced before the expiration date of the funding source

14. OSHA, 29 CFR 1926 Subpart M: "Fall Protection".

SECTION XIII: EXHIBITS


Refer to **Exhibit 1** for a listing of properties included in this RFP.

Refer to **Exhibit 2**, a table with imbedded hotlinks of Hazardous Materials Testing results for the subject properties.



MEMORANDUM

TO: David Manardo, Director
 Detroit Building Authority (DBA)

FROM: Arthur Jemison, Director
 Housing and Revitalization Department (H&RD) 

CC: James Wright, DBA
 Rebecca Christensen, DBA
 Valeria Miller, H&RD
 Lisa Gering, H&RD
 Gerald Borders, H&RD
 Wilmern Griffin, H&RD

DATE: April 17, 2015

RE: Availability of Federal funds and Quality of Life (QoL) funds for the demolition of commercial structures

In response to your request for unobligated balances for commercial demolitions, staff have prepared the following information:

Funding Source	Funding Amount	Date Available
Quality of Life Funds	\$2,000,000.00	04/15/15
CDBG, 2011 – 2012	\$405,196.00	04/15/15
CDBG, 2014 – 2015 (Reprogramming of 07.29.14)	\$4,615,578.75	04/15/15
CDBG, 2014 – 2015 (Reprogramming of 11.01.15)	\$750,000.00	06/01/15
CDBG, 2015 – 2016	\$2,478,364.00	09/01/15
Total	\$10,249,138.75	

If any of this information changes, we will immediately notify you. Please contact me with any questions or concerns.



CITY OF DETROIT
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT
ADMINISTRATION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, FOURTH FLOOR
DETROIT, MICHIGAN 48226
WWW.DETROITMI.GOV

To: David Manardo, Director
Detroit Building Authority (DBA)

From: Eric Jones, EJ
Director, BSEED

Date: April 21, 2015

Re: Availability of Fire Insurance Escrow Funds

This memorandum is in response to your request for information about Fire Insurance Escrow (FIE) funds. A review of the addresses with demolition orders and FIE funds designated for their demolition indicates approximately 700 properties. The total value of available address-specific funds is currently approximately \$4.9 million, to be reimbursed upon the acceptable demolition of each property. This amount is subject to change as the status of each property changes.

EJ:GG

Cc: James Wright, DBA
Rebecca Christiansen, DBA
Brian Farkas, DBA

**DEMOLITION MANAGEMENT AGREEMENT BY AND BETWEEN THE
CITY OF DETROIT BUILDING AUTHORITY
AND
THE CITY OF DETROIT**

MEMORANDUM

**RE: Detroit Building Authority
Quality of Life (QoL) Funding – Fire Insurance Escrow Demolition**

Congratulation's QOL 083 - DBA - **Fire Insurance Escrow** has been approved. This case has been provided with its own cost center. Please see your new account string below.

3100-352107-000000-628500-13824-000000-00000 \$5,400,000

**DEMOLITION MANAGEMENT AGREEMENT BY AND BETWEEN THE
CITY OF DETROIT BUILDING AUTHORITY
AND
THE CITY OF DETROIT**

MEMORANDUM

**RE: Detroit Building Authority
Quality of Life (QoL) Funding – Commercial Properties Demolition**

Congratulation's QOL 084 - DBA - Commercial Properties has been approved. This case has been provided with its own cost center. Please see your new account string below.

**3100-352108-000000-628500-13824-000000-00000
\$5,250,000**

DEMOLITION MANAGEMENT AGREEMENT BY AND BETWEEN THE
CITY OF DETROIT BUILDING AUTHORITY
AND
THE CITY OF DETROIT

MEMORANDUM

**RE: Detroit Building Authority
Quality of Life (QoL) Funding – Emergency Residential Demolition**

Congratulation's QOL 089_DBA_Emergency Residential Demolition has been approved. This case has been provided with its own cost center. Please see your new account string below.

Please discontinue use of the previously provided Landbank cost center for this project and move any **Emergency Residential Demolition** costs to this account string.

3100-352109-000000-628500-13824-000000-00000 \$3,000,000