



**INVITATION TO BID (ITB)
for
Environmental Consultant**

Event	Date Due	Method of Communication
Issue Date	June 27, 2025	Emailed to Environmental Professionals Qualified in RFQ and posted on website
Questions on ITB	July 8, 2025	Email awistow@waynecountymi.gov
Answers to Questions	July 11, 2025	Email to individuals asking questions
ITB Response Due	July 18, 2025	Email awistow@waynecountymi.gov
Interviews	Week of July 21, 2025	N/A

The Wayne County Land Bank (WCLB) invites qualified Environmental Professionals to submit bids for environmental services described under Scope of Work/Specifications. Project completion is June 30, 2026 with no exceptions.

Respondents are responsible for assuring that the submission is emailed to awistow@waynecountymi.gov no later than close of business Friday, July 18, 2025.

I. Instructions:

1. Bid Information - Timely received bids will be evaluated on the merit and completeness of all the information submitted with the bid.
2. Questions - All questions must be submitted in writing to the contact responsible for this ITB before the question deadline indicated on the timetable of this ITB. All responses to questions will be in writing.
3. Bid Submission –
 - a. Bids must be submitted electronically to the email address shown in the timetable.
 - b. Submission of a bid establishes a conclusive presumption that the Respondent is thoroughly familiar with this ITB and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained herein.
 - c. All costs incurred in the preparation and presentation of the bid is the Respondent's sole responsibility; no pre-bid costs will be reimbursed to any Respondent.
 - d. Bids must be held firm for a minimum of 180 days.
4. Additional Information – The WCLB reserves the right to request additional information from the Respondent and may consider past performance of the Respondent.
5. Rejection – The WCLB reserves the right to reject any/all bids or to accept or reject any bid in part.

6. Contract Award – The WCLB reserves the right to award by item, group, or total to the lowest and most responsible bidder. The successful Respondent will be notified at the earliest possible date. Award decisions may be subject to approval from the Board of Directors.

Scope of Work/Specifications:

1. Minimum Qualifications – Respondents shall include proof of required licenses and certifications, in good standing for the area(s) in which they are responding. If proof in the form of a copy is not provided with the bid, the WCLB reserves the right to reject the bid for being unresponsive and incomplete.
2. Scope of Work – The WCLB is looking to award work at two addresses within Wayne County. Listed is the address and category of service.

If the Respondent has recommended work that is not presented in the Scope of Work, the Respondent should include that in a separate bid. Suggestions will be considered but not guaranteed.

Address	Category of Service
111 Highland, Highland Park, MI 48203 Parcel ID: 43012040106000	<ol style="list-style-type: none">1. Phase II Environmental Site Assessment2. Develop Demolition Scope of Work,3. Oversee Demolition Work and Regulatory Compliance4. Post Abatement Clearance/Visual Inspection5. Consultant Services
0 Denton, Van Buren Township, MI 48111 Parcel ID: 83021020016002	<ol style="list-style-type: none">1. Phase II Environmental Site Assessment2. Develop Demolition Scope of Work,3. Oversee Demolition Work and Regulatory Compliance4. Post Abatement Clearance/Visual Inspection5. Consultant Services

II. Scope of Work by Category of Service:

1. Phase II Environmental Site Assessment

A Phase I ESA has been completed and indicates a Phase II ESA is warranted. Please provide the Phase II ESA estimate based on the Phase I ESA Executive Summary reports (exhibit A). Full reports available upon request.

Perform a site-specific Phase II ESA to evaluate any Recognized Environmental Conditions (“RECs”) and/or any other potential environmental concerns identified in the Phase I ESA. The Phase II investigation shall be based on the ASTM’s Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process/Designation E1903-11. Exact activities will be determined on a site-specific basis.

- a. If the property is deemed a “facility” as defined by MCL § 324.20101(1)(o), conduct a Baseline Environmental Assessment (“BEA”) and submit the BEA to the Michigan Department of Environmental Quality for an Affirmative Determination of Non-liability and, possibly, a Due Care Compliance analysis.
- b. Participate with WCLB representative(s) in meetings and presentations regarding the findings in Phase II ESA to local, state, and, potentially, federal stakeholders.
- c. Deliverable: A pdf file of the Phase II ESA reports.

2. Develop Demolition Scope of Work

Develop a detailed Demolition Scope of Work that includes:

- a. Environmental abatement tasks based on the findings of the Pre-Demolition Asbestos and Hazardous Materials Survey and the Phase II ESA report. All reports will be made available to the selected consultant.
- b. Determine disposal requirements under RCRA, state hazardous waste laws, and local solid waste regulations.
- c. Identify universal and regulated wastes requiring special handling.
- d. Final site grading and stabilization recommendations.
- e. Deliverable: A scope of work for demolition work

3. Oversee Demolition Work and Regulatory Compliance

Following the development of the demolition scope of work, the selected environmental consultant shall provide technical oversight and regulatory compliance monitoring during demolition and site abatement activities. These services include:

- a. Attend pre-demolition meetings with the WCLB, the selected demolition contractor, and any other relevant agencies. The WCLB will be responsible for selecting the demolition contractor.
- b. Review contractor work plans, schedules, and submittals for alignment with the approved demolition scope and applicable regulations.
- c. Monitor field activities to ensure compliance with:
 - Federal regulations, including but limited to:
 - EPA NESHAP (40 CFR 61)
 - RCRA hazardous waste management standards
 - OSHA safety regulations (29 CFR 1926, 1910)
 - State environmental agency guidelines for demolition and waste disposal.
 - Local building, fire, and environmental health codes, including but not limited to:
 - Open hole inspection

- Final inspections
- d. Conduct regular site visits to verify:
 - Proper abatement and disposal of hazardous materials (asbestos, lead, PCBs, etc.).
 - Implementation of erosion, sediment, and dust control measures.
 - Appropriate handling of demolition debris and regulated materials.
- e. Document demolition progress with daily field reports, photos, and corrective action logs.
- f. Report any deviations or violations to the WCLB and regulatory authorities as needed.
- g. Conduct a post-demolition inspection to confirm:
 - All hazardous materials have been removed in accordance with approved plans and regulations.
 - The site is in an environmentally compliant condition.
- h. Deliverable: Prepare a final demolition oversight report, including findings, deviations, corrective actions taken, and compliance certification (if required).

4. Post Abatement Clearance/Visual Inspection:

Provide post abatement visual assessment to assess if all identified ACM's and hazardous materials/universal wastes have been abated. Once the visual assessment shows the abatement has been satisfactorily completed, perform an on-site air monitoring sampling as mandated. Air samples shall be analyzed by a qualified laboratory to ensure they meet applicable criteria.

- a. Deliverable: A pdf file of the report detailing the results of the visual and air clearance inspections.

5. Consultant Services

The consultant will also be responsible for the following professional services:

- a. Project Management and Coordination
 - Create project timeline based on grant guidelines.
 - Assist with the demolition contractor selection process.
 - Attend project meetings with the WCLB and the grant funder (State Land Bank Authority) as needed.
 - Maintain communication with the project team to ensure timely progress.
 - Document progress with daily reports and weekly updates.
- b. Permitting and Regulatory Compliance Support
 - Identify and assist in acquiring all necessary environmental permits (e.g., demolition, abatement, stormwater).
 - Interface with regulatory agencies as needed (e.g., EPA, EGLE, and local departments).
 - Provide support for documentation or responses needed for grant funding, public inquiries, or regulatory filings.

c. Health and Safety Oversight

- Prepare the project-specific Health and Safety Plan.
- Ensure all field work is conducted in accordance with OSHA, EPA, and site-specific safety standards.

d. On-Call Services

- Provide additional environmental consulting services on an as-needed basis throughout the demolition or redevelopment process (to be negotiated as required).

III. Submission Requirements

To be considered, each Respondent must submit a complete submission in response to this ITB using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the ITB or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

1. Business Organization and History – State the full name, address, phone number and email address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. The submission must state whether the organization is licensed to operate in the State of Michigan and include proof of licenses.
2. Statement of Intent – State in succinct terms your understanding of WCLB's intent presented by this ITB.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Work Plans – Provide detailed information on the qualifications that your organization must accomplish in relation to the Scope of Work explained in Section II.
5. Competency – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this ITB for the service categories you are responding to. Submissions in this section should include descriptions of qualifying experience, descriptions of projects, and starting and completion dates of successful projects. Please include the name, address, email, and phone number of the individual(s) responsible for the client and/or organization who may be contacted. The WCLB may evaluate the Respondent's prior performance with the WCLB, The Charter County of Wayne, or the State of Michigan; and prior performance information may be a factor in the award decision.
6. Staffing Experience – The Respondent must be able to staff a project team which possesses talent and expertise in the field of the requirements of this ITB. Please provide a brief outline of qualifications and similar projects completed for each current staff member and their areas of expertise. Submit copies of any specialized training, certifications and current licenses for each staff member. Indicate which of these individuals you consider key to the successful completion of the work.
7. Subcontractors – Include a list of **all** subcontractors, if any, that may be engaged to supplement your work under a future contract; include firm name and address, contact person and complete

description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

8. Respondent's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the WCLB.
10. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
11. References – Provide a minimum of three references for relevant work. Include contact name, company name, contact information and very brief description of the work completed.

Fee Schedule:

Provide a fee schedule for completing the Scope of Work.

The fee schedule should be broken down by Category of Service (1-5).

The fee schedule should be organized by hourly rate with a do not exceed.

The fee schedule should have a breakdown of hourly rate per position/work type.

Hourly rates shall be all-inclusive and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services.

Respondents please note: Rates quoted in response to this ITB must remain firm for the duration of this ITB. Price increase will not be permitted during that time.

IV. Selection Criteria

1. Selection Criteria

Submissions to this ITB will be evaluated based upon a two-step selection process. The submission must address the requirements described in Section III of this ITB. Respondents would move on to the next step if the minimum described below is met.

Step I – Initial evaluation for compliance

The WCLB staff will screen the submissions for:

- Timely submission of the documentation.
- Submissions satisfy the form and content requirements of this ITB.

Step II – Criteria for Satisfactory Submissions & Selection

- a. During the second step of the selection process, submissions will be considered by an evaluation committee comprised of individuals selected by the WCLB. Only those submissions that satisfy Step I will be considered for evaluation in Step II. The evaluation committee reserves the right to request additional information from any Respondent.
- b. The submission should indicate the ability of the Respondent to meet the requirements of talent and expertise in the fields detailed in this ITB.
- c. Based on what is in the best interest of the WCLB, the WCLB will request an interview from Respondents. The WCLB will consider value, quality, experience, timeliness, and the ability to meet the objectives of a specific project in awarding contracts.

- d. The award recommendation will be made to the responsive and responsible qualified Respondent who offers the best value to the WCLB. Best value will be determined by the Respondent meeting the requirements and offering the best proposal that meets the objectives of the specific project.
- e. The WCLB is not liable for any costs incurred by any Respondent prior to the signing of a Contract by all parties.
- f. The WCLB may refuse to qualify a Respondent who has failed to pay any applicable taxes or if the Respondent has an outstanding debt to the State of Michigan or The Charter County of Wayne.
- g. Conflict of Interest - The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest that may result from the award of a Contract or the services provided under a Contract. Except as otherwise disclosed in the submission, the Respondent affirms that to the best of its knowledge there exists no actual or potential conflict between the Respondent, the Respondent's project manager(s) or its family's business or financial interests (Interests) and the services provided under a Contract. In the event of any change in either interests or the services provided under a Contract, the Respondent will inform the WCLB regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the WCLB's satisfaction, or the Respondent may be disqualified from consideration under this ITB.
- h. If the WCLB determines that a Respondent purposefully or willfully submitted false information in response to this ITB, the Respondent will not be considered for an award and any resulting Contract that may have been executed may be terminated.
- i. Notwithstanding any other statement in this ITB, the WCLB reserves the right to:
 - a. reject any and all submissions;
 - b. waive any errors or irregularities in the bidding process or in any submission;
 - c. rebid the project;
 - d. negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
 - e. revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
 - f. defer or abandon the project
 - g. amend or revise the ITB; and/or
 - h. request clarification of information submitted and to request additional information of one or more Respondents.

V. Process & Terms

Respondents will be notified of the WCLB's determination no later than August 15, 2025.

Sample Contract:

THIS CONTRACT is between the Wayne County Land Bank Corporation, organized and existing pursuant to the Land Bank Fast Track Act, M.C.L. § 124.751 et seq. (2003 PA 258) herein after referred to as the “WCLB” and _____ (NAME OF VENDOR), type of business under the laws of the state found/incorporated in with principal office at _____ (ADDRESS) hereinafter referred to as the “Contractor.” The terms of this Contract shall commence upon the WCLB approval and extend to October 31, 2025.

1. PURPOSE

1.01 The WCLB requires hazard materials inspection and surveys.

1.02 The Contractor desires to provide these services for the WCLB in accordance with the terms and conditions described herein.

2. ENGAGEMENT OF CONTRACTOR

2.01 The WCLB engages the Contractor, and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the applicable industry and professional standards.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in **Appendix A** in a satisfactory manner, as determined within the discretion of the WCLB. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the WCLB governs.

3.03 The services include all conferences and consultation deemed necessary by the WCLB to properly and fully perform the services.

3.04 All services are subject to review and approval of the WCLB for completeness and fulfillment of the requirements of this Contract. Neither the WCLB’s review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the WCLB caused by the Contractor’s negligent performance or nonperformance of any of the Services furnished under this contract.

4. TERM OF CONTRACT

4.01 This Contract begins upon approval by the WCLB and ends one year after, with an option for an one [1] year extension, which may be exercised at the discretion of the WCLB. The Contractor must

expediently perform the services to achieve the objectives of this Contract. Any work done prior to the beginning of this Contract shall be at the Contractor's own risk.

5. DATA TO BE FURNISHED TO CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the WCLB must furnish copies of all information, data, reports, records, etc., that the WCLB thinks is necessary to do the services. The Contractor is entitled to visit WCLB properties as approved by the WCLB, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the WCLB to gather the information.

6. PERSONNEL

6.01 To induce the WCLB to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior WCLB approval in writing.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a WCLB property, the Contractor agrees to adjust its employees' daily working hours to be from 8 AM to 5 PM.

7. ADMINISTRATION

7.01 The Contractor must inform the WCLB as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the WCLB of its activities in connection with its duties and must keep the WCLB informed of the status of any program. The Contractor is not required to

perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the WCLB or the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION AND METHOD OF PAYMENT

8.01 The WCLB agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The WCLB will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed _____ (COMPENSATION).

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal WCLB preparatory meetings for the proceeding, in order to assist the WCLB in any matter relating to the purpose or outcome of this Contract. The WCLB will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

8.03 The WCLB will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the WCLB for each calendar month. This section is limited by the provisions of section 8.01 regarding the amounts payable for performance.

8.04 The Contractor must first direct invoices to the attention of the WCLB located on the 28th Floor of 500 Griswold, Detroit, Michigan 48226 by mail or by e-mail at kbeals@waynecountymi.gov.

8.05 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

9. RECORDS - ACCESS

9.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

9.02 The WCLB has the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar

covenant allowing for audit by the WCLB in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the WCLB. The WCLB may delay payment to the Contractor pending the results of any such audit without penalty or interest.

9.03 The Contractor agrees that representatives of the WCLB are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, during the inspections, the representatives of the WCLB should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the WCLB, or within such other time frame as agreed upon by a duly authorized representatives of the WCLB and the Contractor.

9.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the WCLB may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the WCLB may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

10. RELATIONSHIP OF PARTIES

10.01 The relationship of the Contractor to the WCLB is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to indemnify, defend, and hold the WCLB harmless against any claim based in whole or in part on an allegation that the Contractor or any of its agents, employees or subcontractors qualify as employees of the WCLB, and against any related costs or expenses, including but not limited to legal fees and defense costs.

10.02 For all purposes, WCLB employees will remain employees of the WCLB and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the WCLB as an independent contractor to provide services to the WCLB, and is not being retained in any capacity as a joint enterprise or venturer with the WCLB. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the WCLB.

11. INSURANCE [Requirements are subject to determination on a case-by-case basis.]

11.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

11.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property

damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

- B. Umbrella or Excess Liability Policy in an amount not less than \$5,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The WCLB employees and/or representatives as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$3,000,000 per claim or occurrence and \$3,000,000 aggregate per policy period of one year.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

11.03 Additional Insured Status. The WCLB employees may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

11.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the WCLB. Any insurance or self-insurance maintained by the WCLB or representatives shall be excess of the Contractor's insurance and shall not contribute with it.

11.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the WCLB.

11.06 Waiver of Subrogation. Contractor grants to the WCLB a waiver of any right to subrogation which any insurer of the Contractor may acquire against the WCLB by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the WCLB has received a waiver of subrogation endorsement from the insurer.

11.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the WCLB. The WCLB may require the Contractor to provide proof

of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

11.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A: VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

11.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

11.10 Verification of Coverage. Contractor shall furnish the WCLB with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The WCLB shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The WCLB reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

11.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the WCLB is an additional insured on insurance required from subcontractors.

11.12 Special Risks or Circumstances. The WCLB reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

12. INDEMNIFICATION

12.01 Except for claims arising from the WCLB and/or the County gross negligence, the Contractor agrees to indemnify, defend and save harmless the WCLB and the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed

upon, incurred by or asserted against the WCLB and/or the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, and in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the WCLB or the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the WCLB and the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

12.03 The Contractor may not hold neither the WCLB nor the County liable for any personal injury incurred by the employees, agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of WCLB or the County, or any employee of the WCLB or the County, acting within the scope of their employment. The Contractor agrees to indemnify, defend, and hold the WCLB and/or the County harmless from and against any such claim by the Contractor's employees.

12.04 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the WCLB and/or the County, as specified, pending a determination of the respective liabilities of the Contractor and the WCLB and/or the County, by legal proceeding or agreement. The WCLB and/or the County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the WCLB and/or the County and without the WCLB and/or the County's prior written consent.

12.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or another tort. This indemnity survives delivery and acceptance of services.

12.06 This indemnity must not be construed as a waiver of any governmental immunity, its agencies, or employees, has as provided by statute or modified by court decisions.

13. BANKRUPTCY OR INSOLVENCY

13.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the WCLB is entitled to insist upon performance solely by the Contractor.

- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the WCLB:
- (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the WCLB as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the WCLB that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the WCLB in arranging for the orderly transfer of responsibilities to persons or entities as the WCLB may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

13.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

14. NOTICE OF MATERIAL CHANGES

14.01 The Contractor must immediately inform the WCLB of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.

- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

15. TERMINATION

15.01 The WCLB may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the WCLB will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The WCLB will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the WCLB represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

15.02 Upon terminating the Contract, WCLB shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The WCLB may procure, upon such terms and in such manner as the WCLB may deem appropriate, services similar to those terminated, and the Contractor shall be liable to the WCLB for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the WCLB by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the WCLB in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the WCLB. Should a deficiency exist, the WCLB may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the WCLB are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the WCLB for any damages the WCLB sustains by virtue of the Contractor's breach or any reasonable costs the WCLB might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

15.03 After receipt of a Notice of Termination and except as otherwise directed by the WCLB, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the WCLB specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the WCLB the records, data, notes, reports, discs, and documents ("Records") as the WCLB

specifies, all pertinent keys to files, and carry out such directives as the WCLB may issue concerning the safeguarding or disposition of files and property.

- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

15.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract shall, at the option of the WCLB, become the WCLB's exclusive property, whether or not said Records are in the possession of the Contractor. The Records shall be free from any claim or retention of rights on the part of the Contractor except as specifically provided in this Contract. The WCLB shall return all property of the Contractor to the Contractor.

15.05 Any intentional failure or delay by the Contractor to deliver the Records to the WCLB promptly upon termination of this Contract will cause irreparable injury to the WCLB not adequately compensable in damages and for which the WCLB has no adequate remedy at law. The Contractor shall pay the WCLB five hundred dollars (\$500.00) per day as liquidated damages, and not as a penalty, until it delivers the Records to the WCLB. The WCLB may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records to which the Contractor hereby consents as well as all applicable damages and costs. The WCLB shall have unrestricted use of the Records for the purpose of completing the services.

15.06 Access to the records prior to delivery must be restricted to authorized representatives of the WCLB and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the WCLB. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the WCLB, having been developed for the WCLB for its own and sole use.

15.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

16. NON-DISCRIMINATION PRACTICES

16.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.

- B. The Age Discrimination Act of 1985 (42 U.S.C. §610107).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

16.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.

16.03 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the WCLB may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to WCLB General Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the WCLB would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the WCLB. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

16.04 If the Contract is funded, in whole or in part, by federal funds and if the WCLB has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid

from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination.

17. NOTICES

17.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Contractor

Contractor's Address

If to the WCLB:

Anthony Cartwright

Executive Director of the Land Bank

500 Griswold, 28th Floor

Detroit, MI 48226

17.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

18. JURISDICTION AND LAW

18.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the WCLB and/or Wayne County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Court of Appeals, or the Michigan Supreme Court.

19. CONFIDENTIAL INFORMATION

19.01 If the WCLB discloses confidential information to the Contractor's employees pertaining to the WCLB, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the WCLB.

19.02 The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

20. COMPLIANCE WITH LAWS

20.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

20.02 The Contractor must hold the WCLB and/or the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

21. CHANGES IN SCOPE/SERVICE

21.01 WCLB may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

21.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made, and the Contract modified in writing accordingly.

21.03 Contractor shall provide WCLB with a written proposal to WCLB's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

21.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

21.05 If the WCLB does not accept the Contractor's proposal, the WCLB may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- C. issue a Change Order.

21.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the WCLB promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

21.07 No action, conduct, omission, prior failure or course of dealing by the WCLB shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the WCLB and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

21.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the WCLB.

22. DEBARMENT AND SUSPENSION

1.1 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

22.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the WCLB determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the WCLB, the WCLB may terminate this Contract for cause or default.

22.03 The Contractor shall provide immediate written notice to the WCLB if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

22.04 The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

22.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the WCLB.

22.06 The Contractor further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the WCLB, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

22.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

22.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

22.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the WCLB, the WCLB may terminate this transaction for cause or default.

23. SUBCONTRACTING AND ASSIGNMENT.

23.01 The Contractor should notify WCLB if it utilizes any subcontractor to perform the services as stated in the Scope of Services. The contractor should identify each subcontract by stating the name and address of the contractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County’s prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 17. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

24. LIQUIDATED DAMAGES

24.01 The Contractor shall perform the services according to the schedule contained in **Appendix A**. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the WCLB would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the WCLB as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of one thousand dollars (\$1,000.00) per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

25. LIEN REQUIREMENT

1.1 A lien will be required in the following situations:

- All privately owned properties will be required to have a lien placed on the title of the property for a period of 7 years. Owners must sign a Note and Notice of Lien prior to the commencement of the approved eligible activity.
- In cases where local units of government have obtained a court order allowing demolition to occur and a lien (tax or administrative) placed on the property in the name of the LUG, this type of lien will supersede the requirement that the lien be in the name of the SLBA. Funds collected from this local lien would need to be repaid to the SLBA under the terms of Sale Proceeds outlined below.
- No waivers to the liens can be granted for properties funded under Rounds 3 and 4.

26.

26.01 Articles 11, 12, 17, and 19 survive termination of the Contract.

26.02 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

26.03 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

26.04 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the WCLB's reasonable determination is controlling.

26.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

26.06 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

26.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

26.08 The Contractor warrants that any products sold, or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the WCLB, the WCLB must promptly notify the Contractor. The Contractor must defend the claim in the name of the WCLB, at the Contractor's expense. The Contractor must indemnify the WCLB against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

26.09 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

26.10 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

26.11 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

26.12 The WCLB or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the WCLB contained in this Contract will not be affected in any manner.

26.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are or will be acquired by either party by implication or otherwise unless set forth.

27. AUTHORIZATION AND CAPABILITY

27.01 The Contractor warrants to the WCLB that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so, on behalf of the Contractor, and is empowered to bind the Contractor to this Contract.

28. SIGNATURE

28.01 The WCLB and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

WAYNE COUNTY LAND BANK

By: _____

By: _____

Anthony Cartwright

Its: _____

Its: Executive Director

Date: _____

Date: _____

APPENDIX A: SCOPE OF SERVICES

(Insert scope of work)

APPENDIX B: COMPENSATION

(Insert bid/approved estimate)

APPENDIX C: CONTRACT ADDENDUM

Required Federal and State Provisions

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

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

B. UNIFORM GUIDANCE. Under the Final Rule issued by the U.S. Department of the Treasury (Treasury) referenced at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, this contract is subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (the "Uniform Guidance") at 2 CFR 200.317 through 200.327. All payments requested under this program should be accounted for with supporting documentation. All contractors and subcontractors should maintain documentation evidencing that the Program Funds were expended in accordance with federal, state, and local regulations.

C. TERMINATION/RECOVERY OF PROGRAM FUNDS. Treasury requires any Program Funds received pursuant to this Agreement and any attachments that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to Treasury. The State reserves the right to monitor the Subrecipient and their contractors and subcontractors and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

D. ALL CONTRACTS IN EXCESS OF \$10,000 must address the contract's termination for cause and termination for convenience by the subrecipient including the manner by which it will be affected and the basis for settlement, if any.

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

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

wages specified in a wage determination made by the Secretary of Labor or the State of Michigan, whichever is higher.

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

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

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

I. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR 200.322).

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted

activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

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

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

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

N. LEAD RENOVATION, REPAIR AND PAINTING PROGRAM

Prohibition of Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply with the provisions for the notification and elimination of lead-based paint hazards of said regulations.

O. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

P. FAIR HOUSING AND EQUAL OPPORTUNITY REGULATIONS

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

Testing Engineers & Consultants, Inc.

PHASE I ENVIRONMENTAL SITE ASSESSMENT
RESIDENTIAL PROPERTY
111 HIGHLAND ST, HIGHLAND PARK, MI

Parcel: 43012040106000

TEC REPORT 64659-07
JANUARY 21, 2025
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1.0 EXECUTIVE SUMMARY

On behalf of Wayne County Land Bank (WCLB) Corporation (User), Testing Engineers & Consultants, Inc. (TEC) has completed the Phase I Environmental Site Assessment (ESA) of the residential property located at 111 Highland Street, Highland Park, Wayne County, Michigan (Subject Property).

Pursuant to the contract, the Phase I ESA was performed in accordance with 40 CFR Part 312 and the American Society for Testing Materials (ASTM) Designation E1527-21 standard practice for Phase I ESAs, except as may be noted under the Limitations and Exceptions Section of this report.

1.1 Purpose

TEC understands that the Phase I ESA was conducted to support of demolition and redevelopment of the Subject Property. The Phase I ESA is intended to identify the actual or potential existence of ASTM recognized environmental conditions (RECs) at the Subject Property. Performance of this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Subject Property.

1.2 Definitions

The following terms used in this report are defined in the ASTM E1527 guidelines for Phase I ESAs, as quoted below:

Recognized Environmental Condition (REC)

“(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.”

Controlled REC (CREC)

“[REC] affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).” Because hazardous substances and/or petroleum products remain on the Subject Property and compliance with controls must be maintained indefinitely, CRECs are a type of REC.

Historical REC (HREC)

“a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).” To be HRECs, past releases must meet the regulatory criteria in effect at the time the Phase I ESA is conducted. In contrast to CRECs, HRECs are not RECs.

De Minimis Condition

"a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies." Conditions determined to be *de minimis* are not RECs.

Business Environmental Risk

"a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate." BERs do not meet the "presence," "likely presence," or "material threat of a future release" tests that define an REC. Therefore, BERs, as used in this report, include conditions that may indicate some potential for environmental impairment, but do not rise to the level of concern warranted by RECs. BERs are not RECs, and there is no requirement for BERs to be further assessed; additional assessment may be conducted at the discretion of the User.

Data Gap

"a lack of or inability to obtain information required by [the E1527] practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by [the E1527] practice." Examples of scenarios that may give rise to significant data gaps include physical access restrictions and obstructions, lack of response to inquiries, and absence of standard record sources. "A data gap is only significant [significant data gap or SDG] if other information and/or professional experience raises reasonable concerns involving the effects of that data gap on the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of [RECs] or [CRECs]."

1.3 Scope of Work

The Phase I ESA is a compilation of information (when available) obtained from, but not limited to, site reconnaissance, inquiry into the current and past uses of the Subject Property, a review of available municipal information, historical information, interviews with knowledgeable parties, and a review of environmental databases of regulated properties. The Phase I ESA was conducted from December 2, 2024 to January 21, 2025.

1.4 Dates of Components of Phase I ESA

Per Section 4.6 (Continued Viability of Environmental Site Assessment) of ASTM Practice E1527, the dates that certain components of the Phase I ESA were conducted are as follows.

Component	Date(s) Conducted (yyyy-mm-dd)
Interview(s) with User	2025-01-08
Interview(s) with owner(s)	2025-01-15
Interview(s) with operator(s)	Not applicable
Interview(s) with occupant(s)	Not applicable
Review(s) of government records	2024-12-03 to 2025-01-21
Visual inspection(s)	2024-12-11
Declaration by the environmental professional	2025-01-21
Recorded environmental cleanup lien search	User responsibility

1.5 General Subject Property Information

The Subject Property consists of approximately 0.413 acres located along the south side of Highland Street in an area of vacant lots, residential and commercial properties, and former educational development. The Subject Property is zoned "Urban Village, R-UV" and is developed with a six-story residential apartment structure with a basement, approximately 10,640 square feet in size, and constructed in 1927. Highland Street borders the building to the north, a vacant paved/vegetated parking lot borders the building to the east, an alleyway is located along the southern perimeter, and a vegetated, and vacant lot is present along the western border of the Subject Property. Municipal water and sewer services are provided to the Subject Property along with natural gas and electricity provided by the local public utilities. The structure was unoccupied, unheated, and not connected to active utilities. At the time of this assessment, the Roselawn Apartments Limited Dividends owned the Subject Property.

1.6 Conclusions

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the residential property located at 111 Highland Street, Highland Park, Wayne County, Michigan (Subject Property). Any exceptions to, or deletions from, this practice are described in the Limitations and Exceptions Section of this report. This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the Subject Property, except for the following:

RECs

- One suspect pipe rising above grade out of the concrete adjacent to the south side of the Subject Property building was observed. In addition, piping was observed in the basement room adjacent to the exterior pipe location. This piping is suspected to be connected to a buried tank. No records were discovered concerning the installation, operation, or closure/removal status of the UST system. The historical presence of a UST system, the lack of information about contamination or UST closure/removal, the likely continued presence of the UST with likely releases of petroleum products and/or hazardous substances is an REC.
- Former commercial entities occupied the Subject Property with such occupants as a photographer (at least 1957 through 1977) and a beauty salon (at least 1957). These businesses likely occupied the basement with unknown hazardous waste storage and disposal activities and the likely use of petroleum products/hazardous materials and/or generation of related waste such as color film cleaner, acetone, toluene, ammonia, methyl methacrylate, and formaldehyde from hair products/straighteners and/or generation of related waste at a time prior to environmental awareness and regulation.
- Uncontrolled dumping of soils within the eastern basement stairwells was encountered during the recent site visit at the Subject Property. The fill soils appeared to consist of unknown source fill material (i.e., asphalt, asphalt millings, concrete curbs). The lack of supporting data regarding the uncontrolled dumping of soils and the likelihood of contamination at the Subject Property is an REC.
- Incinerators are located within the northwest and southwest portions of the basement. The materials burned, and the method used to dispose of the ash associated with these incinerators, was not determined. In addition, discolored soil/silt debris was present in the

interiors. The potential exists for the Subject Property to have been adversely impacted by the historical use of these incinerators, including by commercial tenants that likely used hazardous substances and/or petroleum products, and is considered an REC.

CRECs

- None identified.

SDGs

- A previously prepared Lead Based Paint Inspection and Risk Assessment was conducted at the Subject Property. Lead concentrations were reported above the Statewide Default Background Level for soils along the building's boundary in one composite soil sample (87.52 milligrams per kilogram, or mg/kg). Per the Michigan Department of Environmental Quality (EGLE), when total lead concentrations in soil are greater than 75 mg/kg and less than 400 mg/kg, the lead concentrations in the fine and coarse fractions must be measured. Fine and coarse lead data must separately be compared to the soil direct contact criteria and particulate inhalation criteria. The lack of supporting data regarding the evaluation of exposures due to lead in discrete soil samples is an SDG.
- Based on site observations, fire incidents are associated with the Subject Property. No information regarding the dates of the fires or if the former commercial occupants were affected. No known or suspected releases from the use of fire suppression foam containing perfluoroalkyl and polyfluoroalkyl substances (PFAS) have been identified. The historical fire incidents at the Subject Property are a SDG.

In addition, this assessment has revealed the following:

HRECs

- None identified.

BERs

- Based on the age of the historical on-site residential building, the historical heating sources associated with the structure could not be determined and fuel sources could have included heating oil, coal, or wood. In addition to the above-mentioned suspect pipe, an apparent coal storage room was also observed in the basement of the building. TEC did not observe evidence of current or former material releases within the Subject Property during the site visit. These additional potential historical heating sources are a BER.

1.7 Recommendations

Based on the information provided and reviewed during the Phase I ESA, RECs were identified. TEC recommends that a Phase II ESA be conducted to confirm or deny the identified concerns. A geophysical survey is recommended to assess the presence or absence of components of a UST system.

2.0 INTRODUCTION

TEC was retained by WCLB Corporation (User) to perform a Phase I Environmental Site Assessment (ESA) of the residential property located at 111 Highland Street, Highland Park,

1.0 EXECUTIVE SUMMARY

On behalf of the Wayne County Land Bank (WCLB) Corporation (User), Testing Engineers & Consultants, Inc. (TEC) has completed the Phase I Environmental Site Assessment (ESA) of the vacant industrial property located at 6530 Denton Road, Van Buren Township, Wayne County, Michigan (Subject Property).

Pursuant to the contract, the Phase I ESA was performed in accordance with 40 CFR Part 312 and the American Society for Testing Materials (ASTM) Designation E1527-21 standard practice for Phase I ESAs, except as may be noted under the Limitations and Exceptions Section of this report.

1.1 Purpose

TEC understands that the Phase I ESA was conducted to support the demolition and redevelopment of the Subject Property. The Phase I ESA is intended to identify the actual or potential existence of ASTM recognized environmental conditions (RECs) at the Subject Property. Performance of this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Subject Property.

1.2 Definitions

The following terms used in this report are defined in the ASTM E1527 guidelines for Phase I ESAs, as quoted below:

Recognized Environmental Condition (REC)

“(1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.”

Controlled REC (CREC)

“[REC] affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).” Because hazardous substances and/or petroleum products remain on the Subject Property and compliance with controls must be maintained indefinitely, CRECs are a type of REC.

Historical REC (HREC)

“a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).” To be HRECs, past releases must meet the regulatory criteria in effect at the time the Phase I ESA is conducted. In contrast to CRECs, HRECs are not RECs.

De Minimis Condition

"a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies." Conditions determined to be *de minimis* are not RECs.

Business Environmental Risk

"a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of a parcel of commercial real estate." BERs do not meet the "presence," "likely presence," or "material threat of a future release" tests that define an REC. Therefore, BERs, as used in this report, include conditions that may indicate some potential for environmental impairment, but do not rise to the level of concern warranted by RECs. BERs are not RECs, and there is no requirement for BERs to be further assessed; additional assessment may be conducted at the discretion of the User.

Data Gap

"a lack of or inability to obtain information required by [the E1527] practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by [the E1527] practice." Examples of scenarios that may give rise to significant data gaps include physical access restrictions and obstructions, lack of response to inquiries, and absence of standard record sources. "A data gap is only significant [significant data gap or SDG] if other information and/or professional experience raises reasonable concerns involving the effects of that data gap on the ability of the environmental professional to render an opinion regarding whether conditions exist that are indicative of [RECs] or [CRECs]."

1.3 Scope of Work

The Phase I ESA is a compilation of information (when available) obtained from, but not limited to, site reconnaissance, inquiry into the current and past uses of the Subject Property, a review of available municipal information, historical information, interviews with knowledgeable parties, and a review of environmental databases of regulated properties. The Phase I ESA was conducted from December 2, 2024 to January 24, 2025.

1.4 Dates of Components of Phase I ESA

Per Section 4.6 (Continued Viability of Environmental Site Assessment) of ASTM Practice E1527, the dates that certain components of the Phase I ESA were conducted are as follows.

Component	Date(s) Conducted (yyyy-mm-dd)
Interview(s) with User	2025-01-08
Interview(s) with owner(s)	2024-12-13
Interview(s) with operator(s)	Not applicable
Interview(s) with occupant(s)	Not applicable
Review(s) of government records	2024-12-03 to 2025-01-24
Visual inspection(s)	2024-12-26
Declaration by the environmental professional	2025-01-24
Recorded environmental cleanup lien search	User responsibility

1.5 General Subject Property Information

The Subject Property consists of a vacant industrial totaling approximately 1.32 acres located west of Denton Road and south of Cedar Street in Van Buren Township, Wayne County, Michigan. The Subject Property is zoned "R-1C, Single Family Residential" and is developed with a former petroleum reclaiming facility within a fenced compound in the southwestern portion of the Subject Property. Municipal water and sanitary services are available at the Subject Property, along with natural gas and electricity provided by the local public utilities. At the time of this assessment, the Van Buren Township owned the Subject Property.

1.6 Conclusions

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the vacant industrial property located at 6530 Denton Road, Van Buren Township, Wayne County, Michigan (Subject Property). Any exceptions to, or deletions from, this practice are described in the Limitations and Exceptions Section of this report. This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, or significant data gaps in connection with the Subject Property, except for the following:

RECs

- The Subject Property has been occupied by a petroleum reclaiming facility from at least the early 1950s to 1979; the petroleum reclaiming facility remained abandoned until the present. Specific environmental concerns include poor housekeeping with storage of significant quantities of chemicals/petroleum products and wastes, including at times prior to environmental awareness or regulations. No records were discovered concerning the installation, operation, maintenance, or closure status of the AST systems. The likelihood of a release and lack of pertinent supporting data regarding potential adverse impacts to the Subject Property is a vapor encroachment condition (VEC) and an REC.
- The northeast-adjointing property was associated with the petroleum reclaiming facility that operated at the Subject Property. Two underground storage tanks (USTs) and piping were present. The piping ran from the northeast-adjointing property to the historical Subject Property bulk plant. In addition, two unidentified pipes were observed north of the Subject Property. Historically, a UST system containing petroleum products was located on-site and operated for an unknown period of time. No records were discovered concerning the installation, operation, maintenance, or closure/removal status of the UST system. The historical presence of a UST system, the lack of information about contamination or UST closure/removal, the likelihood of a release, and the likely continued presence of the USTs, are an REC.
- Evidence of significant surface staining was observed approximately 25 feet south of the Subject Property within the adjoining railroad easement. An active railroad adjoins the Subject Property to the south from at least 1902 until present. Railroad tracks are typically constructed of unknown fill that presents a potential for introducing contaminated material to the vicinity. Railroad ties are often treated with creosote and/or oils, and herbicides and/or oils are used to control encroaching vegetation. The observed staining indicates a release, and the lack of supporting data regarding the historical use/maintenance of the railroads, leaks or spills, uncontrolled dumping, and the generation and escape of contaminated runoff or leachate is an REC.

CRECs

- None identified.

SDGs

- None identified.

In addition, this assessment has revealed the following:

HRECs

- None identified.

BERs

- None identified.

1.7 Recommendations

Based on the information provided and reviewed during the Phase I ESA, RECs were identified. TEC recommends that a Phase II ESA be conducted to confirm or deny the identified concerns. A geophysical survey is recommended to assess the presence or absence of UST-related components such as underground piping or other anomalies.

Per regulatory requirements, ASTs should be properly closed (including notifications to the state, emptied, rendered vapor-free, & safeguarded against trespass, and piping should be emptied & purged/capped or be removed from the ground).

2.0 INTRODUCTION

TEC was retained by the WCLB Corporation (User) to perform a Phase I ESA of the vacant industrial property located at 6530 Denton Road, Van Buren Township, Wayne County, Michigan. The Subject Property location is presented in Figure 1. The Phase I ESA was performed in accordance with 40 CFR Part 312 and the American Society for Testing Materials (ASTM) Designation E1527 guidelines for Phase I ESAs, except as noted under the Limitations and Exceptions Section of this report.

2.1 Purpose

The Phase I ESA is intended to provide a professional opinion of RECs in connection with the past and current uses of the Subject Property. Performance of this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the Subject Property.

2.2 Phase I ESA Scope of Work

TEC's Phase I ESA includes the collection and the review of site-specific background data and on-site visual assessment of the Subject Property. The background survey focuses on determining past and present use of the Subject Property. Appropriate regulatory agencies are contacted regarding past and present operations at the Subject Property. Readily