



REQUEST FOR PROPOSALS (RFP)
for
General Contractor for Residential Rehabilitations

Event	Date Due	Method of Communication
Issue Date	September 22, 2025	Published on WCLB website and BidNet
Mandatory Site Visit	Week of September 29, 2025	See below for more information.
Question Deadline	October 8, 2025	Email awistow@waynecountymi.gov
Responses to Questions	October 13, 2025	
RFP Response Due	October 17, 2025	Email awistow@waynecountymi.gov
Interviews	Between Oct 22-29, 2025	

The Wayne County Land Bank (WCLB) invites qualified General Contractors to submit bids for rehabilitation 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, October 17, 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.

Respondents are required to visit all locations during the mandatory site visit. Mandatory site visits will be held at the following times. Special coordination will be at the discretion of the WCLB.

Address	Date	Time
838 Nightingale, Dearborn, 48128	Mon Sept 29, 2025	9:00 A.M.
20661 Kenosha, Harper Woods, MI 48225	Mon Sept 29, 2025	11:00 A.M.
18981 Kingsville, Harper Woods, MI 48225	Mon Sept 29, 2025	1:30 P.M.
134 Charles, River Rouge, MI 48218	Tues Sept 30, 2025	9:00 A.M.
19 Cora, River Rouge, MI 48218	Tues Sept 30, 2025	11:00 A.M.
23 Florence, River Rouge, MI 48218	Tues Sept 30, 2025	1:30 P.M.
256 Richter, River Rouge, MI 48218	Wed Oct 1, 2025	9:00 A.M.
25 W Anchor, River Rouge, MI 48218	Wed Oct 1, 2025	11:00 A.M.
15124 Meadow, Romulus, MI 48174	Wed Oct 1, 2025	1:30 P.M.

2. Questions - All questions must be submitted in writing to the contact responsible for this RFP before the question deadline indicated on the timetable of this RFP. 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 RFP 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.

Respondents must hold a valid Michigan Residential Builder's or Maintenance & Alteration License and provide proof of liability and workers' compensation insurance. Firms must demonstrate completion of at least three (3) residential rehabilitation projects of comparable scope within the past five (5) years and employ supervisory staff with OSHA 30-hour training. Contractors must demonstrate capacity for prevailing wage compliance, including accurate certified payroll reporting, and maintain financial stability with the ability to furnish payment and performance bonds. Registration in SAM.gov is required for projects involving federal funds. Bidders must also document use of local workforce where available, participation in apprenticeship or training programs, and commitment to subcontractor and supplier inclusion.

Respondents are required to attend a mandatory site visit.

2. Scope of Work – The WCLB is looking to award work at nine addresses within Wayne County. Listed is the addresses. The final deliverable is a Certificate of Occupancy obtained no later than June 30, 2026.

Address	City	Parcel ID
838 Nightingale	Dearborn	32091732601100
18981 Kingsville	Harper Woods	42001020917000
20661 Kenosha	Harper Woods	42003010462000
134 Charles	River Rouge	50008030026002
23 Florence	River Rouge	50004240008301

25 W Anchor	River Rouge	50007110008000
19 Cora	River Rouge	50004040072000
256 Richter	River Rouge	50005060054000
15124 Meadow	Romulus	80141010084000

II. Scope of Work by Category of Service:

The successful General Contractor to provide all construction services to execute all construction including, but not limited to equipment, manpower, tooling, and materials for the complete rehabilitating single family homes.

General Contractors Responsibilities including but not limited to:

- Certificate of Occupancy must be obtained no later than June 30, 2026.
- 25% Payment Bond
- 25% Performance Bond
- All Insurance and documentation
- Obtain all permitting requirements and fees.
- All Warranties
- All Commissioning
- All Site-Specific Safety Plans (Safety Policies), OSHA/MIOSHA regulations.
- Providing all contractors-subcontractor information (rosters, makeup of company, company credentials, all cost values, scopes of work executed in the past 3-5 years showing performance-project lists, photos, display of quality of work, a minimum of 3 contacts-references) at contractor interview process.
- All daily/weekly cleanup to not affect the property, site, building and contractors safety and performance.
- All quality control and approval by WCLB or their designees.
- All means and methods
- All submittals and approvals
- Value engineering
- Constructability solutions
- All temporary protection and boarding for construction access to building and secured door system
- All temporary facilities
- Secure fencing, signage, and access controls for all properties under construction.
- All pre-punch lists, punch lists, closeout documentation (including commissioning)
- Scheduling
 - A detailed baseline construction schedule within 14 days of Notice to Proceed, updated bi-weekly.
 - Schedule must clearly show sequencing across all properties to ensure completion by June 30, 2026.
- Federal/State Compliance
 - Explicit compliance with Davis-Bacon prevailing wage, Section 3, Buy American, and lead-safe work practices.

- Submission of certified payrolls weekly, subject to audit.
- Require contractors to demonstrate a system for tracking workforce and supplier diversity goals.
- Quality assurance
- Mandatory mock-ups/samples of finishes (flooring, paint, windows, doors) for WCLB approval prior to bulk installation.
- Require photo documentation of key construction milestones (demo, rough-in, final).
- Engaging a licensed environmental consultant to conduct lead-based paint and asbestos surveys prior to any demolition or disturbance of suspect materials. Costs for environmental testing and abatement shall be included in the contractor's fee schedule. All testing, abatement, and clearance must comply with EPA RRP rules, MIOSHA standards, and State of Michigan licensing requirements. The Wayne County Land Bank does not warrant environmental conditions of any property.
- Coordinating with Project Manager on all utility reconnections (electric, gas, water) with the relevant agencies to ensure active service prior to commencement of major interior construction. All utilities must be permanently reconnected and operational prior to rough-in inspections, final inspections, and issuance of Certificates of Occupancy.
- Workforce & Subcontractors
- Subcontractors must be pre-approved by WCLB; roster updates required prior to mobilization.
- Require minimum on-site supervision ratio (e.g., 1 qualified foreman per property).
- Contractors must demonstrate workforce capacity to handle parallel properties to prevent delays.
- Permits & Inspections
- Schedule and coordinate all inspections with City building officials and ensure timely resolution of red tags.
- WCLB to be copied on all inspection reports.
- Site Management. Contractors must maintain properties in a "neighborhood-appropriate" condition (trash removal, lawn care, snow removal as needed) to avoid blight complaints.
- Closeout & Turnover. In addition to punch lists, require O&M manuals, warranties, and subcontractor contact sheets at turnover.
- Provide Certificate of Occupancy and pass all final inspections for each unit before WCLB accepts completion.
- Require a 12-month warranty walk-through for all completed homes.

Wayne County Land Bank Responsibilities:

- The WCLB will provide a dedicated project manager to coordinate the work being performed with the general contractor.
- The WCLB agrees to give the contractor access to work areas. Local noise ordinances must be followed.
- The WCLB will coordinate with local utilities to activate gas, water and power. The WCLB shall be responsible for resolving any ownership or delinquency issues with the utility providers.
- The WCLB will establish a weekly Owner's meeting with the General Contractor for progress, compliance, and reporting.

Main Elements of Scope of Work:

- All Abatement
- All Demolition
- Masonry
- Carpentry
- All finishes
- Flooring
- Painting
- Landscaping
- All MEP- Mechanical Electrical Plumbing (Mechanical HVAC, Electrical, Mechanical Plumbing rough and finish

III. Submission Requirements

To be considered, each Respondent must submit a complete submission in response to this RFP 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 RFP 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 RFP.
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 RFP. 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 RFP. 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:

Complete a Bid Form for each address.

Failure to complete a Bid Form may result in your Bid being deemed non-responsive and rejected.

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

IV. Selection Criteria

1. Selection Criteria

Submissions to this RFP will be evaluated based upon a two-step selection process. The submission must address the requirements described in Section III of this RFP (questions 1-11 and the bid forms). 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 RFP.
- Minimum Requirements are met.

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 RFP.
- 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 RFP.
- h. If the WCLB determines that a Respondent purposefully or willfully submitted false information in response to this RFP, 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 RFP, 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 RFP; and/or
 - h. request clarification of information submitted and to request additional information of one or more Respondents.

V. Terms & Conditions

1. Insurance Requirements

- a. 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.

- b. Contractor shall maintain at least the following minimum coverage:
 - i. Commercial General Liability (GGL): 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.
 - ii. 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.
 - iii. Property Insurance: “All-risk” builders’ risk insurance insuring against all risks of physical loss or damage to the Work, including all labor, materials, supplies, machinery, equipment, fixtures, temporary structures, and all other work of whatsoever nature, used or to be used in or incidental to the construction, fabrication, erection or completion and testing of the Work, until Final Completion. Limits of liability under such policy shall be 100% of the replacement value of the Work, with no co-insurance penalties. Such insurance shall include coverage for loss or damage while in transit (anywhere in the world) and while in storage away from the site, coverage against the perils of earthquake and flood, boiler and machinery losses, debris removal, including demolition occasioned by enforcement of Applicable Laws, and extra expense losses subject in each case to sub-limits of coverage approved by the WCLB. Deductible or self-insured retentions shall not be greater than \$10,000.00 per occurrence. The Contractor shall pay the deductible portion of any loss or damage to the Work covered by the builders’ risk policy.
 - iv. 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.
 - v. 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.
 - vi. 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.
- c. Additional Insured Status - The certificate must include the Wayne County Land Bank is named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Wayne County Land Bank.
- d. 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.
- e. Notice of Cancelation - Each insurance policy shall state that coverage shall not be canceled, except with notice to the WCLB.

- f. 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 or not the WCLB has received a waiver of subrogation endorsement from the insurer.
- g. 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.
- h. 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.
- i. 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 or not the WCLB has received a waiver of subrogation endorsement from the insurer.
- j. 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.
- k. 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.
- l. Claims-made Policies - If any of the required policies provide coverage on a claims-made basis:
 - i. 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.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
 - iii. 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.
- m. 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.

- n. 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.
- o. 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.
- p. 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.

BUSINESS INFORMATION QUESTIONNAIRE

Name of Company _____

Principal Office Address _____

Telephone Number _____

Form of Ownership

Corporation _____ LLC _____ Joint Venture _____

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership _____ If Partnership, select one: Limited _____ General _____

Individual _____

List of Partners, Principals, Corporate Officers or Owners

Name/Title

Has your company operated under any different name in the past five years? Yes / No

If yes, please identify the name(s) under which your company has operated:

--

I hereby certify that the foregoing business information is true and correct to the best of my knowledge and belief.

By _____

Signature

Name

Title

By _____

Signature

Name

Title

Fee Schedule - 838 Nightingale, Dearborn

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 20661 Kenosha, Harper Woods

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 18981 Kingsville, Harper Woods

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 134 Charles, River Rouge

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 19 Cora, River Rouge

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 23 Florence, River Rouge

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 256 Richter, River Rouge

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 25 W Anchor, River Rouge

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

Fee Schedule - 15124 Meadow, Romulus

Activity	Cost	Notes
Permits		
Demolition		
Lead Paint/ACM Abatement		
Roof		
Exterior (siding, gutters, stairs, paint)		
Kitchen		
Bathroom		
Flooring		
Windows		
Drywall/Paint		
HVAC		
Electrical		
Plumbing		
Landscape (moderate)		
Other:		
Other:		
Other:		
Total	0	

Other Considerations:

"General Decision Number: MI20250028 09/12/2025

Superseded General Decision Number: MI20240028

State: Michigan

Construction Type: Residential

Counties: Lapeer, Livingston, Macomb and Wayne Counties in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	03/14/2025
3	04/11/2025
4	06/06/2025
5	06/20/2025
6	07/04/2025
7	07/11/2025
8	07/18/2025
9	08/01/2025
10	08/08/2025
11	08/29/2025
12	09/12/2025

ASBE0025-004 06/01/2024

MACOMB & WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.54	33.14

ASBE0047-006 07/01/2025

LAPEER & LIVINGSTON COUNTIES

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

BRMI0001-003 06/01/2024

MACOMB & WAYNE COUNTIES

	Rates	Fringes
TILE SETTER.....	\$ 40.53	23.62

BRMI0009-007 06/01/2024

LAPEER & LIVINGSTON COUNTIES

	Rates	Fringes
TILE SETTER.....	\$ 26.93	18.69

CARP0706-013 06/01/2025

LAPEER COUNTY

	Rates	Fringes
CARPENTER, Includes Floor Laying-Carpet (Excludes Formwork).....	\$ 36.46	22.69

CARP1004-010 06/01/2025

LIVINGSTON COUNTY (Townships of Cohoctah, Conway, Handy,
Howell, Iosco & Marion)

	Rates	Fringes
CARPENTER, Includes Floor Laying-Carpet (Excludes Formwork).....	\$ 36.21	21.06

CARP1234-001 08/01/2024

LIVINGSTON (Townships of Brighton, Deerfield, Genoe &
Hartland), MACOMB & WAYNE COUNTIES

	Rates	Fringes
CARPENTER, Includes Floor Laying-Carpet (Excludes Formwork)		
Multi-family condominiums....	\$ 31.58	16.27
Single-family homes and detatched condominiums.....	\$ 29.19	15.76

ELEC0058-006 09/29/2024

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola and Tyrone), MACOMB & WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 29.42	16.50

ELEC0252-004 06/01/2024

LIVINGSTON COUNTY (Townships of Green Oak, Hamburg, Putnam and Unadilla)

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 36.65	20%+13.05

ELEC0665-011 05/31/2022

LIVINGSTON COUNTY (Townships of Cohoctah, Conway, Handy, Howell, Iosco and Marion)

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 31.20	9.25+5.5%

ELEC0948-005 11/29/2023

LAPEER COUNTY

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 31.49	31.95%+9.25

ELEV0036-001 01/01/2025

MACOMB & WAYNE COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.01	38.435+a+b

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Friday after, and Christmas Day.

ELEV0085-001 01/01/2025

LAPEER & LIVINGSTON COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.45	38.435+a+b

FOOTNOTE:

a.Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

b.Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0325-006 06/01/2025

MACOMB & WAYNE COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.29	25.35
GROUP 2.....	\$ 49.79	25.35
GROUP 3.....	\$ 48.29	25.35
GROUP 4.....	\$ 47.99	25.35
GROUP 5.....	\$ 47.17	25.35
GROUP 6.....	\$ 46.31	25.35
GROUP 7.....	\$ 45.34	25.35

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator; Bobcat/Skid Loader; Bulldozer;
Grader/Blade; Scraper; Loader

ENGI0325-028 06/01/2025

LAPEER & LIVINGSTON COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.98	25.25
GROUP 2.....	\$ 45.68	25.25
GROUP 3.....	\$ 44.00	25.25
GROUP 4.....	\$ 41.32	25.25

FOOTNOTES:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Backhoe/Excavator; Bulldozer; Crane; Grader/Blade;
Loader; and Scraper

GROUP 4: Bobcat/ Skid Loader

IRON0025-004 06/01/2025

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.55	35.93

LAB00334-020 06/01/2025

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 29.93	9.10
GROUP 2.....	\$ 27.71	9.10

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

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

* LAB00499-009 08/01/2025

LIVINGSTON COUNTY

	Rates	Fringes
LABORER.....	\$ 16.72 **	12.75
Common or General; Formwork; Mason Tender - Cement/Concrete LIVINGSTON COUNTY (West of Oak Grove Road & west of Pnkney Road & Dexter- Pinkney Road, including the City of Howell).....	\$ 16.38 **	12.46
SE Portion of Livingston county, M-59 on the north, Oak Grove Road on the west, south from Howell to and including Pinckney.....	\$ 38.11	15.45

LAB01075-008 06/01/2025

LAPEER COUNTY

	Rates	Fringes
LABORER		
Common or General;		
Formwork; Mason Tender -		
Cement/Concrete.....	\$ 29.46	16.11

LAB01076-004 06/01/2025

LIVINGSTON COUNTY (North of Highway M-59 and east of Oak Grove Road)

	Rates	Fringes
LABORER		
Common or General;		
Formwork; Mason Tender -		
Cement/Concrete.....	\$ 38.00	18.25

LAB01191-001 06/01/2025

MACOMB AND WAYNE COUNTIES

	Rates	Fringes
Laborers:		
Common or General;		
Formwork; Mason Tender -		
Cement/Concrete.....	\$ 38.00	18.25

PAIN0022-008 07/01/2008

LIVINGSTON (East of Howell, north to Genesee County & south to Washtenaw County), MACOMB & WAYNE COUNTIES

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 20.14	14.72

PAIN0845-025 05/21/2025

LIVINGSTON COUNTY (City of Howell & west of Howell, north to Genesee County & south to Washtenaw County)

Rates	Fringes
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PAINTER: Brush and Roller.....\$ 21.84	18.63
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PAIN1052-005 02/01/2013

LAPEER COUNTY (West of Hwy. M-53)

	Rates	Fringes
PAINTER: Brush and Roller.....\$ 22.25		11.10

PAIN1474-001 06/01/2010

LAPEER COUNTY (East of Hwy. M-53)

	Rates	Fringes
PAINTER: Brush and Roller.....\$ 23.79		12.02

PLUM0098-007 06/01/2022

LIVINGSTON (Township of Brighton), MACOMB & WAYNE COUNTIES

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....\$ 27.06		23.52

PLUM0190-008 06/01/2021

LIVINGSTON COUNTY (Townships of Green Oak and Hamburg)

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$ 44.31		0.00
PLUMBER (Excluding HVAC Pipe Installation).....\$ 42.26		23.70

PLUM0333-011 06/18/2024

LIVINGSTON COUNTY (except the townships of Brighton, Green Oak
and Hamburg):

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$ 31.35		22.90
PLUMBER (Excluding HVAC Pipe		

Installation).....\$ 31.35	22.90
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PLUM0370-005 06/01/2018

LAPEER COUNTY

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$ 26.46		20.60
PLUMBER (Excluding HVAC Pipe Installation).....\$ 26.46		20.60

PLUM0636-006 06/05/2022

LIVINGSTON (Township of Brighton), MACOMB & WAYNE COUNTIES

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....\$ 41.61		29.35

ROOF0070-009 07/08/2025

LIVINGSTON COUNTY

	Rates	Fringes
ROOFER.....\$ 42.67		21.62

ROOF0149-022 06/01/2024

LAPEER COUNTY

	Rates	Fringes
ROOFER.....\$ 30.38		19.87

ROOF0149-023 06/01/2024

MACOMB & WAYNE COUNTIES

	Rates	Fringes
ROOFER.....\$ 42.68		28.75

SHEE0007-016 05/01/2018

LAPEER COUNTY

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 24.88	8.76

SHEE0007-026 05/01/2024

LIVINGSTON COUNTY

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 32.00	10.73

SHEE0080-006 07/01/2022

MACOMB & WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 28.67	9.50

TEAM0247-005 06/01/2025

MACOMB & WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER Pickup.....	\$ 31.03	0.70+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$438.45 per week, plus \$64.50 per day.

* SUMI2010-026 09/16/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 19.27	5.85

GLAZIER.....	\$ 23.00	8.17
LABORER: Pipelayer.....	\$ 17.99	5.46
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.32	4.51
TRUCK DRIVER: Dump Truck.....	\$ 17.00 **	5.71

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

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

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



State Land Bank Authority
Blight Elimination Program
Interim Guidelines
FY2023 – 2026

Issue Date: August 3, 2025

Subject to change and updates as needed.

Synopsis

The State Land Bank Authority (SLBA) received two appropriations for addressing blight conditions statewide in fiscal year 2023 through the end of calendar year 2026. The first source of funds is State general fund dollars and totaled \$21.55M. The second source of funds is federal Fiscal Recovery Funds (FRF) dollars and totaling \$75M.

The SLBA staff developed parameters for awarding grant funds relative to their enabling legislation and source of funds in an ongoing focus to eliminate blight statewide while returning property to productive use.

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Program Overview

The Blight Elimination Program (Program) is a state and federally funded initiative conducted in 4 rounds of awards between October 2022 and December 2026. The Program will invest in disproportionately impacted communities around the state which will attract more investment at the neighborhood level leading directly to the Department of Labor and Economic Opportunity's (LEO) goal of Building Strong Communities and, eventually, to increasing labor force and household income growth. Specific eligible activities are demolition or stabilization of public or privately-owned structures as well as environmental remediation or rehabilitation of publicly owned structures. Rehabilitation as an eligible activity only applies to the federal funds (Rounds 3 and 4).

Enabling Legislation

	Round 1 & 2	Round 3 & 4
State Appropriation	PA 166 of 2022, Section 1094f. (2) through (6)	PA 1 of 2023, Section 301
Source of funds	State dollars	Federal dollars
Related Regulations		31 CFR Part 35 Final Rule-Coronavirus State and Local Fiscal Recovery Funds (SLFRF), as amended 2 CFR Part 200 Uniform Guidance

***Note: the term 'grantee' will be used throughout these guidelines, although Round 3 and 4 recipients are in fact a 'subrecipient' as defined in SLFRF.*

Definitions:

"Blight" is defined as one of the following:

1. The property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance; OR

2. The property has had utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 1 year or more, rendering the property unfit for its intended use; OR
3. The property is tax-reverted and owned by this state, a county, or a municipality.

"Eligible Properties" is defined as one of the following:

1. Any property owned or under the control of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774; OR
2. Any vacant residential, commercial, or industrial property that is blighted.

"Rural County" means a county with a population of 50,000 or less, according to the most recent decennial census.

"State Land Bank Municipal Partnership" or "SLBMP" means a partnership between the state land bank authority and a municipality that includes a land banking agreement for the given municipality where the state manages a portfolio of parcels for that municipality.

Eligibility Requirements

For Rounds 1 and 2 of the Blight Elimination Program (state general funds), the State of Michigan legislature earmarked a total of \$21.55M for competitive blight elimination grants. The same legislation provided a guarantee for local land banks, as well as Rural Counties, to receive a minimum allocation of \$200,000 each. Additionally, 5% was required to be distributed to each of the ten (10) Prosperity Regions as identified by the Michigan Economic Development Corporation (MEDC).

For Rounds 3 and 4 of the Blight Elimination Program (federal funds), the State of Michigan legislature earmarked \$2.5M to each of the 10 land banks and/or SLBMP with the largest inventory numbers and \$500,000 to each of the remaining county land banks (Round 3). Additionally, up to \$30,500,000 is available for a statewide competitive grant program open to all land banks, as well as municipalities or counties not served by a county land banks (Round 4). Specific eligible activities are demolition or stabilization of public or privately-owned structures as well as environmental remediation or rehabilitation of publicly owned structures.

Rehabilitation as an eligible activity only applies to the federal funds (Rounds 3 and 4). All funds in Rounds 3 and 4 must be expended by September 30, 2026, by the grantees. This allows adequate time for SLBA to prepare its final reports. Grantees may receive up to 8% of the total activity cost of each project for their administration expenses directly related to the eligible grant activities.

In Rounds 3 and 4, there are three tracks of eligibility to ensure investment is made to disproportionately impacted areas or individuals:

- a) Enumerated: Eliminate blight county-wide in the 67 counties where the median household income is less than the 3 person 300% FPG. The data points are from 2021, as that is the latest year for which income data is available from the Census. This can be through demolition, stabilization, environmental remediation, or rehabilitation; the removal of blight fulfills the obligation requirements.

Those counties are:

Alcona, Alger, Alpena, Antrim, Arenac, Baraga, Bay, Berrien, Branch, Calhoun, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Crawford, Delta, Dickinson, Emmet, Genesee, Gladwin, Gogebic, Gratiot, Hillsdale, Houghton, Huron, Ingham, Ionia, Iosco, Iron, Isabella, Jackson, Kalamazoo, Kalkaska, Keweenaw, Lake, Lenawee, Luce, Mackinac, Manistee, Marquette, Mason, Mecosta, Menominee, Missaukee, Montcalm, Montmorency, Muskegon, Newaygo, Oceana, Ogema, Ontonagon, Osceola, Oscoda, Otsego, Presque Isle, Roscommon, Saginaw, Sanilac, Schoolcraft, Shiawassee, St. Clair, St. Joseph, Tuscola, Van Buren, Wayne and Wexford.

b) Enumerated: Eliminate blight in Qualified Census Tract (QCT) areas in the 16 counties where the median household income is greater than the 3 person 300% FPG. This can be through demolition, stabilization, environmental remediation, or rehabilitation. Four of the 16 counties do not contain any QCTs, Barry, Benzie, Leelanau, and Livingston, and must only utilize the eligibility requirements in c) below.

Those 16 counties are:

Allegan, Barry, Benzie, Clinton, Eaton, Grand Traverse, Kent, Lapeer, Leelanau, Livingston, Macomb, Midland, Monroe, Oakland, Ottawa and Washtenaw.

c) Designating Other Impacted Classes through Expanded Presumptive Eligibility (**SLFRF permits funds to be used, among other uses, to combat the public health and negative economic impacts (PH-NEI) of the pandemic.**): Eliminate blight in non-QCT areas of counties in the 16 counties where the median household income is greater than the 3 person 300% FPG. This can be through renovation of a house that is then sold to a low-to-moderate (LMI) household at 80% AMI or less OR rented to a LMI household at 65% AMI or less – both must have an affordability period of 20 years maintained through a legal instrument. So long as that occurs, the entire amount (acquisition/renovation) will be counted toward the obligation deadline regardless of sales proceeds created when selling the house to a LMI household.

Eligible Applicants and Award Parameters

Round #	Eligible Applicants	Award Parameters
1	*County and City Land Banks *Local units of government when there is no local land bank	*5% of program funds are allocated to each Prosperity Region *\$200,000 guaranteed to county or city land banks for eligible activities
2	*County and City Land Banks *County or local units of government not served by a county land bank	*\$200,000 guaranteed to rural counties, as defined
3	*County and City Land Banks and SLBMP	*10 largest land banks or SLBMP will receive a grant of up to \$2.5M for eligible activities *Remaining land banks will receive a grant of up to \$500,000 for eligible activities *Activities must be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency and must be reasonably proportional to the extent and type of harm experienced
4	*County and City Land Banks *County or local units of government not served by a county land bank	*\$30,500,000 competitive grant program for eligible activities *Activities must be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency and must be reasonably proportional to the extent and type of harm experienced

Applicants for grant funds must be in good standing with the State of Michigan and the SLBA. This includes, but is not limited to:

- Land Banks must be in compliance with their Intergovernmental Agreement with the SLBA. This includes regular meetings as defined in their bylaws and the annual filing of a report with the SLBA.
- Local units of Government (LUG) must not be in arrears on payments of the Eligible Tax Reverted Property Specific Tax on properties sold in their jurisdiction by the SLBA.

Timeline



Eligible Activities

Round #	Eligible Activities
1	*Demolition of vacant residential, commercial, or industrial property that is Blighted, Eligible Property *Stabilization of vacant residential, commercial, or industrial property that is Blighted, Eligible Property and identified for future rehabilitation *Gap funding for Environmental Remediation need to comply with EGLE and limited site preparation costs on <i>publicly owned</i> residential, commercial, or industrial Blighted, Eligible Property *Project Administration fee capped at 8% of grant award
2	
3	*Demolition of vacant residential, commercial, or industrial property that is Blighted, Eligible Property *Stabilization of vacant residential, commercial, or industrial property that is Blighted, Eligible Property and identified for future rehabilitation *Gap funding for Environmental Remediation need to comply with EGLE and limited site preparation costs on <i>publicly owned</i> residential, commercial, or industrial Blighted, Eligible Property. ~~NOTE: ARP funds cannot be used as match to other federal funds.~~ *Rehabilitation of vacant residential, commercial, or industrial <i>publicly owned</i> structure that is Blighted, Eligible Property *Project Administration fee capped at 8% of grant award *Must occur within the geographic limits defined by 35 CFR Part 35 or income eligible limits for rehabilitation outside a QTC *Response/activity must be in line with the impact to those presumed to be 'impacted' or 'disproportionately impacted'
4	

Demolition activities include costs directly related to demolition of a structure, including, but are not necessarily limited to: title work related to acquisition; due care plans; acquisition; disconnect fees; permit fees; asbestos and hazardous materials survey; abatement of hazardous materials; abatement clearance air monitoring and/or visual inspection; the replacement of damaged sidewalks or re-curbings at the street; and/or restoration of the site including topsoil, seeding and mulching.

Stabilization activities may include but are not limited to: title work related to acquisition; acquisition (Rounds 3 and 4 only); debris removal that stabilizes the property; exterior security materials to deter trespassing and vandalism; and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements. Any activity undertaken must contribute to the structures continued integrity. Activities may not include items typically associated with rehabilitation of a structure not contributing to the continued integrity of the structure.

Rehabilitation activities (Rounds 3 and 4 only) include costs directly related to rehabilitation of a structure, including, but are not necessarily limited to: title work related to acquisition; acquisition; appraisal for completed purchases; title work; closing fees; due care plans; permit fees; utility expenses and site maintenance from acquisition to sale; property insurance; lead paint, asbestos and hazardous material surveys; abatement of asbestos containing materials, hazardous materials and lead paint; abatement clearance air monitoring and/or visual inspection; repairs to structure including, but not limited to, roofs, siding, drywall, kitchen and bath updates, floor covering, painting, structural repairs, electrical, plumbing, heating, the replacement of damaged sidewalks, well and septic upgrades/replacement/closure as required by local codes; and/or reasonable landscaping of the site. The scope of the rehabilitation must be reasonable. To determine that, a proforma must be completed for each address. The property **MUST** be 100% publicly owned.

Rehabilitation expenses must be reasonable with the goal of eliminating blight by returning the property to habitable standards.

Match or gap funding for environmental remediation provides partial funding on remediation projects that need to comply with the Michigan Department of Environment, Great Lakes and Energy (EGLE) standards. Included in that remediation effort may be limited site preparation costs to remove other predevelopment hurdles. The property **MUST** be 100% publicly owned.

Projects using only BEP funds are not eligible. The preparation of Phase I, II and/or BEA as the only activity is not an eligible project.

Projects that utilize funding under ARP may not use the dollars to match other federal funds.

Project administration of up to 8% of the grant award is allowed. In Rounds 3 and 4, grantees should be prepared to justify with accurate, detailed records that the expenses are directly related to eligible activities on approved projects. Grantees may utilize the sample Self-certification of Administrative Expense form in Appendix 1 or similar to document employee time. Other types of documentation may include, but not be limited to: payments to third party administrators of the grant funds; electronic payroll detail; travel expenses; etc.

Determination of Property Eligibility

Rounds 1, 2 and 4 projects will be solicited through a Request for Proposals (RFP) process. In that process, property eligibility will be determined according to the legislative definitions (see page 3) with supporting documentation, as well as any other criteria required by the source of the funds.

Round 3 grantees will have an initial grant agreement issued and each project must be reviewed against the following required criteria before the grantee may expend any grant funds. Failure to have written preapproval of the project from the SLBA will result in the project not being reimbursed.

- *Proof of Blight
- *Eligibility of the proposed activity undertaken
- *Budget of the proposed activity
- *Site Control/ownership
- *Eligible disproportionately impacted area or class

Acquisition Price

Acquisition reimbursement amounts can be no more than fair market value (FMV) as determined by a third-party appraisal, two (2) times State Equalized Value (SEV), or the auction price of the property if grantee participates in the auction. It is acceptable for other non-ARP funds to be used to fund acquisition costs above the allowable reimbursement amount set forth here.

Uniform Relocation Act

In cases where grantees are acquiring property from a private owner for a project in Rounds 3 and/or 4 through donation or purchase, the grantee must be mindful of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 USC 4601), as amended. It is recommended that a document be executed during the closing process that indicates the seller is selling the property **voluntarily**, as well as delivery of the document titled “When a Public Agency Acquires Your Property”. This document can be found at: <https://www.hud.gov/sites/dfiles/CPD/documents/BROCHURE-acq-2-05.pdf>.

Indiana Office of Community and Rural Affairs has some sample documents here: <https://www.in.gov/ocra/cdbg/cdbg-handbook-and-forms/>. Scroll down to “Acquisition and Relocation” Forms 7-10 to see examples.

Lien Requirements

In Rounds 1 and 2, 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. This will mitigate the risk of private individuals or companies from being unduly enriched through the grant program. The lien will be for the amount of the activity performed on the property and will be in favor of the State Land Bank Authority.

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 favor of the SLBA.

Round 1 and 2 waiver guidelines for liens on the title of a property will be announced at a future date.

In Rounds 3 and 4, the lien requirements will be as follows:

- 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 of the liens can be granted for properties funded under Rounds 3 and 4.
- If rehabilitation is the eligible activity and the eligibility criteria is based on up to 80% AMI, an affordability period of 20 years must be maintained on the property through a legal instrument.

Sale Proceeds

For properties funded under Rounds 3 and 4 and subsequently sold, there is no 'program income' which is commonly defined as funds that can be reused by the grantee for similar, eligible activities. Rather, all sale proceeds in excess of what the grantee has invested in the project from other sources (on a ratio basis) must be returned to the SLBA provided they exceed the de minimis level of \$5,000. A sale worksheet and instructions for approval of the disposition of a property is available in CAPGEMS Get Help for calculation of sale proceed disbursement.

Return of sale proceeds does decrease your obligated amount of grant funds and allows you to re-obligate those dollars on a new activity/project; provided the deadline to do so has not passed.

All sale worksheets must be reviewed by the SLBA prior to any sale on or before December 31, 2031.

Further guidance on sales can be found in the document titled "Guidelines for the Sale/Disposition of Round 3 and 4 Funded Properties" or review the "Instructions for Sale/Disposition of Property" memo issued July 22, 2025.

Income from Rent or Lease of Property (Rounds 3 and 4 only)

Should a grantee retain ownership of a property and engage in the rent or lease of any portion of that property, this does create a probable 'program income' situation. However, current guidance provided by U.S. Treasury is limited in addressing how it relates to the Blight Elimination Program. Interpretation of the requirements would default to Uniform Guidance rules.

Under **2 CFR § 200.307**, program income earned under a federal award must be used for allowable costs in accordance with the terms and conditions of the award. Specifically: “Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and interest on loans made with federal award funds.”

“To the extent that the federal awarding agency does not specify otherwise, program income must be deducted from total allowable costs to determine the net allowable costs.”

However, the U.S. Treasury has not issued specific guidance on the treatment or reporting of program income generated **after** the SLFRF performance period ends on December 31, 2026.

Recommendation:

In light of the above, and until further federal guidance is issued, SLBA recommends consideration of the following:

1. **Establish a Capital Reserve Fund:** Retain all program income generated by the Round3/4 Blight Elimination Program project in a dedicated capital reserve fund through December 31, 2031. These funds cannot be co-mingled with funds from any other source.
2. **Allowable Use of Funds:** Restrict the use of these funds to allowable activities under SLFRF, such as the maintenance and operation of the property that generated the income. The grantee should recognize that payment of funds into this Capital Reserve fund should not be considered by the grantee as an expenditure but instead as a method of accounting for rents collected and expenditures that are goods received, or services rendered.
3. **Recordkeeping:** Maintain detailed records of all program income and expenditures from this fund in accordance with SLFRF Guidance which requires retention of records for five years after the end of the performance period.
4. **Federal Reporting:** Continue to monitor Treasury updates and consult with the Stimulus PMO team regarding whether this income must be included in additional close-out reporting requirements.

This approach provides a conservative and compliant path forward that protects both the recipient agency and grantees from potential future audit findings or recoupment actions.

Subawards

In Rounds 1 and 2, grantees are able to make subawards to local municipalities with written consent of the SLBA. Grantees, in general, will be encouraged to avoid subawards to individuals or other non-governmental entities as the public transparency is lost. In all subawards, procurement measures outlined in these Guidelines must be followed. The grantee retains the responsibility of monitoring and ensuring compliance with all Program requirements. All subawards must be pre-approved in writing by the SLBA, as well as the subaward documents. The SLBA does not assume responsibility for the contractual relationship between the Grantee and any LUG they subaward to.

In Rounds 3 and 4, grantees may make subawards to a LUG, but the grantee retains the responsibility of monitoring and ensuring compliance with all federally related regulations. All subawards must be pre-approved in writing by the SLBA, as well as the subaward documents.

The SLBA does not assume responsibility for the contractual relationship between the grantee and any LUG they subaward to. Subawards to private individuals, companies, developers, or non-profit organizations are strictly prohibited.

Procurement Requirements

In Rounds 1 and 2, grantees must follow their locally established procurement requirements. If a local land bank does not have written procurement requirements, they must follow their home County's procurement processes and requirements. If a LUG does not have written procurement procedures, they must procure contractors competitively and in a public-facing manner.

In Rounds 3 and 4, grantees must follow either the procurement standards outlined in the Uniform Guidance 2 CFR 200.320, *or a more restrictive procurement standard for their organization*. In a nutshell, Uniform Guidance provides for:

- **Micro-purchases** - The acquisition of supplies or services where the aggregate dollar amount of which does not exceed the micro-purchase threshold which is generally \$10,000 (see 48 CFR Part 2, subpart 2.1), may be awarded without soliciting competitive price or rate quotations if the grantee considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly.
- **Small Purchases** - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold which is \$250,000 (see 48 CFR Part 2, subpart 2.1). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the grantee.
- **Formal Procurement methods** - When the value of the procurement for property or services under this grant award exceeds the Small Purchases threshold, formal procurement methods are required. Normal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the grantee determines to be appropriate:
 - Sealed bids - bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - Proposals - either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

All vendors and contractors must be verified for the following, as appropriate. Grantee must retain a copy of their verifications collected.

- Federal Debarment (all contractors): www.sam.gov
- Licensed in the State of Michigan
 - Asbestos Inspector - [Asbestos Home Page \(state.mi.us\)](http://Asbestos Home Page (state.mi.us))
 - Abatement Worker and/or Supervisor - [Asbestos Home Page \(state.mi.us\)](http://Asbestos Home Page (state.mi.us))
 - Abatement Contractors - [Asbestos Home Page \(state.mi.us\)](http://Asbestos Home Page (state.mi.us))

- Lead Paint Inspector - <https://www.michigan.gov/mileadsafe/lead-services/hire-lead-professional>
- Lead Paint Worker and/or Supervisor - <https://www.michigan.gov/mileadsafe/lead-services/hire-lead-professional>
- Residential Builder or Maintenance and Alterations Contractor - [Accela Citizen Access](#)
- Electrical, HVAC or Plumbing - [Accela Citizen Access](#)
- Well Driller - <https://www.michigan.gov/-/media/Project/Websites/egle/Documents/Programs/DWEHD/Water-Well-Construction/Registered-Water-Well-Contractors-List.pdf?rev=db3747c23b704295a6d16c8470f92802>
- Others which may not be listed but require licensure in the State of Michigan or local county registration or licensure.

Insurance Requirements

Grantees must require contractors to hold Builder's Risk insurance on all properties engaged in a rehabilitation activity. Once the property is insurable, grantee must obtain, and provide to SLBA as soon as it is obtained, proof of insurance on the property against fire, theft, vandalism, and acts of nature. This insurance should be of a sufficient amount to ensure replacement should the structure be a total loss. This is required by Uniform Guidance 2 CFR 200.310.

Properties engaged in demolition, stabilization and environmental remediation are assumed to be un-insurable by traditional companies, so the grantee will be considered 'self-insured' on these properties. Additional grant funds cannot be used to repair any damages to improvements already funded by the grant.

For all projects, contractors must carry and provide proof of insurance for Automobile, Commercial General Liability and Worker's Compensation, for the duration of their contract with the grantee.

Davis-Bacon Act/Prevailing Wage Requirement

Rounds 1 and 2 are not funded with federal funds and prevailing wage does not apply.

Rounds 3 and 4 are funded with federal funds therefore Davis-Bacon rules apply. Further, since all grant agreements under the SLBA total over \$10M, rehabilitation and stabilization must utilize prevailing wage. Demolition may be required to use Davis-Bacon rules – see below.

Under Davis-Bacon, all prime construction contracts in excess of \$2,000 awarded by the grantees 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”).

Further, the August, 2023, revision of the Davis-Bacon Act regulations states:

“...the Department has understood the Davis-Bacon labor standards to cover demolition and removal under certain circumstances. First, demolition and removal activities are covered by Davis-Bacon labor standards when such activities in and of themselves constitute construction, alteration, or repair of a

public building or work.... Second, the Department has consistently maintained that if future construction that will be subject to the Davis-Bacon labor standards is contemplated at the location where the demolition occurs—either because the demolition is part of a contract for such construction or because such construction is contemplated as part of a future contract, then the demolition of the previously existing structure is considered part of the construction of the subsequent building or work and therefore within the scope of the Davis-Bacon labor standards.”

“the Department proposed to clarify that demolition work is covered under Davis-Bacon in any of three circumstances: (1) Where the demolition and/or removal activities themselves constitute construction, alteration, and/or repair of an existing public building or work; (2) where subsequent construction covered in whole or in part by Davis-Bacon labor standards is planned or contemplated at the site of the demolition or removal, either as part of the same contract or as part of a future contract; or (3) where otherwise required by statute.”

“While a determination of whether demolition is performed in contemplation of a future construction project is a fact-specific question, the proposed rule also included a nonexclusive list of factors that can inform this determination, including the existence of engineering or architectural plans or surveys; the allocation of, or an application for, Federal funds; contract negotiations or bid solicitations; the stated intent of the relevant government officials; the disposition of the site after demolition (e.g., whether it is to be sealed and abandoned or left in a state that is prepared for future construction); and other factors. Based on these guidelines, Davis-Bacon coverage may apply, for example, to the removal and disposal of contaminated soil in preparation for construction of a building, or the demolition of a parking lot to prepare the site for a future public park. In contrast, **Davis-Bacon likely would not apply to the demolition of an abandoned, dilapidated, or condemned building to eliminate it as a public hazard, to reduce likelihood of squatters or trespassers, or to make the land more desirable for sale to private parties for purely private construction. (emphasis added)**”

This proposed language was accepted in whole as 29 CFR Part 5, §5.2

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

Wage determinations include both direct wages and indirect benefits given to the employee. Any difference between the minimum fringe benefit amount per hour detailed in the wage determination and what a contractor pays per hour for fringe benefits must be made up to the worker by adding that difference to their hourly wage.

For contracts where Davis-Bacon applies, grantees are required to collect self-certification documents from their contractor(s) and their subcontractors for every week that contractor(s)

spends on eligible activity. Grantee will be required to submit one sample wage and benefits statement with each quarterly report. All documentation must be retained per the Record Retention Schedule noted in these Guidelines.

Effective August 3, 2025, all grantees are advised to use this link to access Federal prevailing wage: <https://sam.gov/search/?index=dba&page=1&pageSize=25&sort=-modifiedDate>

Utilize either the Residential or, if it is a commercial project, the Building selection to identify the federal prevailing wage for your project. If it is a Residential project and there are missing classifications, you may use a combination of Residential and Commercial to incorporate the missing classifications. Any missing classifications would also require engaging in a process to request those rates. Please see the Job Aid in CAPGEMS Get Help for detailed instructions.

Grantees should retain copies of the prevailing wages used for each project. Appendix 2 has links to the Prevailing Wage Certification form and instructions.

Elliott Larsen Civil Rights Act

All grantees shall not discriminate against any employee or applicant for employment, to be employed in the performance of the grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. This same requirement applies to procured contractors and their subcontractors.

Grantee Risk Assessment

In Rounds 1 and 2, respondents to the Request for Proposals have the option to self-identify capacity and experience issues and request the SLBA to assist with the funded activities. The assistance will be provided by SLBA staff at the level indicated by the requesting respondent/grantee.

In Rounds 3 and 4, respondent/grantee will perform a self-assessment using a provided scoring tool designed to identify risks of non-compliance in the potential grantee pool. The SLBA staff will review and score the responses provided by the grantees and may include other variables such as past grant performance.

For Rounds 3 and 4, SLBA will engage the services of a compliance consultant to assist grantees in meeting State and Federal requirements. All grantees whose score indicates they would significantly benefit from additional assistance to fully comply with all grant requirements shall be required to work with a compliance consultant procured and funded by SLBA. The compliance consultant will review grantees grant administration process throughout the funding period including, but not limited to:

- Create standardized reports, forms, checklists, toolkits, and/or templates for SLBA and its grantees' use.
- Develop documentation standards and guidelines to demonstrate compliance.

- Develop guidance for cost categorization determinations based on programmatic, governmental accounting requirements, and/or [Uniform Guidance](#).
- Maximize federal reimbursement by ensuring SLBA, and its grantees, are able to identify and capture allowable expenditures.
- Provide guidance on best practices for tracking and documenting expenditures.
- Develop financial and programmatic tracking mechanisms.
- Provide programmatic and policy advice on federal programs.
- Develop processes and documentation requirements around grantees' risk assessment, monitoring and management, including training materials for grantees use on funding and programmatic requirements.
- Review proposed contracts and purchasing documentation for compliance with programmatic rules, [Uniform Guidance](#), and governmental accounting standards.
- Assist with standardizing SLBA program files.
- Streamline the reporting process to ensure continued compliance and implement post-award procedures.

Additionally, grantees awarded funds for demolition in all Rounds are *required* to attend a training session with experienced SLBA staff on the requirements for a successful demolition. Grantees awarded funds for rehabilitation in Round 3 and/or 4 are required to attend training sessions with experienced SLBA staff on the requirements for a successful rehabilitation project.

Disbursement of Grant Funds

All grants will be on a reimbursement basis at the conclusion of the funded activity(ies). Should a grantee have insufficient funds to fully fund a project in its entirety before being reimbursed, grantee may request a milestone-based reimbursement schedule, which shall be developed in conjunction with SLBA's Grant Manager.

Once all activities/project are completed, the grantee will submit all activity related documents as outlined in their respective grant agreements, as amended, along with their Request for Payment form provided with their grant agreement. Submissions are to be sent to the Grant Manager listed on their grant agreement.

- 1) Reimbursement package comes in.
- 2) Grant Manager, or their designee, reviews for completeness.
- 3) Any missing documentation is requested by the Grant Manager, or their designee.
- 4) Once all documentation is provided and approved, SLBA will submit to LEO Finance for processing.
- 5) Funds will be sent via Electronic Funds Transfer (EFT) to the account listed on grantee's documentation.

Grantees should plan to receive funds 30-45 days from successful submission, although care is taken to process as soon as possible.

Reporting Requirements

Rounds 1 and 2 grantees have no ongoing reporting requirements. All required final documentation is to be submitted at the time of final reimbursement.

Rounds 3 and 4 grantees will be required to file quarterly and annual reports. Through CAPGEMS, SLBA will provide a template reporting guide to capture the required data. Failure to provide reports for Rounds 3 and 4 will result in up to a \$500 penalty per occurrence. Quarterly report forms are in Appendix 3 and Annual report forms are in Appendix 4 for reference only – the data will be submitted through CAPGEMS.

Quarterly Report Dates:

Year	Calendar Quarter	Program Year/Quarter	Period Covered	Due Date to SLBA
2023	3	2024 / 1	July 1 – September 30	Reports Waived
2023	4	2024 / 2	October 1 – December 31	Reports Waived
2024	1	2024 / 3	January 1 – March 31	Reports Waived
2024	2	2024 / 4	April 1 – June 30	July 10
2024	3	2025 / 1	July 1 – September 30	October 10
2024	4	2025 / 2	October 1 – December 31	January 10
2025	1	2025 / 3	January 1 – March 31	April 10
2025	2	2025 / 4	April 1 – June 30	July 10
2025	3	2026 / 1	July 1 – September 30	October 10
2025	4	2026 / 2	October 1 – December 31	January 10
2026	1	2026 / 3	January 1 – March 31	April 10
2026	2	2026 / 4	April 1 – June 30	July 10
2026	3	2027 / 1	July 1 – September 30	October 10
2026	4	2027 / 2	October 1 – December 31	January 10

Annual Report Dates:

Report	Period Covered	Due Date to SLBA
1	July 1, 2023 – June 30, 2024	July 10, 2024
2	July 1, 2024 – June 31, 2025	July 10, 2025
3	July 1, 2025 – June 31, 2026	July 10, 2026
4	April 1, 2023 – December 31, 2026	January 10, 2027

Final Annual Reports will be may be made available sooner than the end of the fourth quarter for grantees filing final reports in earlier quarters. This ends the grantee’s reporting requirement. However, records must be kept according to the Record Retention Schedule noted in these Guidelines.

Personally Identifiable Information Protections

OMB defines “Personally Identifiable Information” (PII) as information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. “Sensitive Information” is considered any unclassified information whose loss, misuse, or unauthorized access to or

modification of could adversely affect the interest or the conduct of federal programs or the privacy to which individuals are entitled under the Privacy Act.

Grantees have a responsibility to protect any and all PII that comes into their possession related to this grant program. All grantees must ensure the privacy of all PII obtained from participants in an eligible blight elimination project and to protect such information from unauthorized disclosure. Grantees must ensure that PII used during their grant has been obtained in conformity with applicable federal and state laws and policies governing the confidentiality of information. All PII transmitted via e-mail or stored on external drives must be encrypted. All PII stored onsite must be kept safe from unauthorized individuals at all times and must be managed with appropriate information technology (IT) services. Accessing, processing, and storing of PII data on personally owned equipment at off-site locations (e.g. employee's home, and non-grantee managed IT services, e.g. Yahoo mail, Gmail, etc.) is strictly prohibited. All parties who will have access to sensitive/confidential/proprietary/private data must be advised of the confidential nature of the information, the safeguards with which they must comply to protect the information, and that they may be liable to civil and criminal sanctions for improper disclosure. Access to any PII obtained through the grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement. All PII data must be processed in a manner that will protect the confidentiality of the records/documents and is designed to prevent unauthorized persons from retrieving such records by computer, remote terminal, or any other means.

Monitoring

Grantees will be subject to in-person monitoring as outlined in the Monitoring Plans for Rounds 1 and 2 and for Rounds 3 and 4. The addition of the CAPGEMS online system, is designed to provide SLBA sufficient documentation at time of reimbursement, in general, to determine that the requirements of the funding source have been met. However, to verify that and meet the guidelines of the federal SLFRF program, there will be local monitoring conducted. This will include, but is not limited to, site visits and review of original documentation. Please refer to additional documentation released specific to the BEP Monitoring Plan.

Audit Requirements

In general, state, local, and tribal governments and not-for-profit organizations expending at least \$750,000 of federal awards in a single fiscal year are required to have a single audit conducted. All grantees that fall within that threshold will be required to provide copies of their single audits conducted during grant period.

Records Retention

Round #	Retention Date
1 and 2	Three years after grant agreement end date or final payment, whichever is later
3 and 4	12/31/31

All records, reports and documentation must be retained by all grantees and their vendors. While SLBA has provided CAPGEMS for use in Rounds 3 and 4 where most of the documentation will be uploaded, grantees should not rely on this as meeting their requirement for record retention.

CAPGEMS

For Rounds 3 and 4, the SLBA, in conjunction with our consultant, is providing an online system to provide much of the documentation required for funded projects. The goals of developing this system are:

- To provide long-term storage and access to required eligible activity documentation;
- Assist the grantees in achieving 100% compliance with federal and state requirements;
- Create a tool to enhance the grantee's quarterly and annual reporting requirements;
- Provide ongoing feedback as project's progress from beginning to end; and
- Provide a 'one-stop' location for future monitoring and reviews by the State of Michigan and/or federal agencies.

Grant Close Out Procedure

Round 1 & 2

{To be determined}

Rounds 3 and 4

Once the final reimbursement has been completed, SLBA will schedule a meeting with the Signatory to review any concerns over the process or documentation related to the grant. Upon final review, SLBA will complete the closeout ticket in CAPGEMS which may include a letter of concern or a letter of finding for any deficiencies in the administration of the grant agreement or in execution of the funded activity.

Appendix 1 - Administration Expenditure Self Certification Sample Form

Blight Elimination Program

Grantee Name: Super Land Bank
SLBA-Issued Grant ID#: XX-XX

Employee Name: Lawrence Welk

Administrative Hours Tracking Summary Sheet

Pay Period

From: 10/1/2023

To: 10/14/2023

This sheet summarizes hours by project for the two-week pay period detailed above.

Standard Hours		Week 1							Week 2								
		Sun	Mon	Tue	Wed	Thu	Fri	Sat		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Regular	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Other **	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
** Other refers to: annual leave, sick leave, holiday leave, or other non-standard time.																	
Blight Elimination Program - Project 1																	
Project Address/Description: 123 Main Street, Christmas																	
Week 1		Week 2															
Regular	0.0	0.0	2.0	0.0	4.5	0.0	0.0	6.5	0.0	0.0	0.0	0.0	0.0	8.0	0.0	8.0	
Blight Elimination Program - Project 2																	
Project Address/Description:																	
Week 1		Week 2															
Regular	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Blight Elimination Program - Project 3																	
Project Address/Description:																	
Week 1		Week 2															
Regular	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Blight Elimination Program - Project 4																	
Project Address/Description:																	
Week 1		Week 2															
Regular	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Grant Admin Hours	0.0	0.0	2.0	0.0	4.5	0.0	0.0	6.5	0.0	0.0	0.0	0.0	0.0	8.0	0.0	8.0	
Hourly wage & benefit multiplier		\$ 34.45							Hourly wage & benefit multiplier		\$ 34.45						
Week 1 Amount Administrative Expense		\$ 223.93							Week 2 Amount Administrative Expense		\$ 275.60						
Total Hours	0.0	0.0	2.0	0.0	4.5	0.0	0.0	6.5	0.0	0.0	0.0	0.0	0.0	8.0	0.0	8.0	
Standard		8.0	8.0	8.0	8.0	8.0	8.0		8.0	8.0	8.0	8.0	8.0	8.0			

Self Certification: By signing below, I am attesting that the documented time was spent on eligible activities of the blight elimination grant.

Signed by: Lawrence Welk

Signature: Lawrence Welk

Appendix 2: Davis Bacon/Prevailing Wage Form

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>

Instructions:

<https://www.dol.gov/agencies/whd/forms/wh347>

Appendix 3: Quarterly Reporting Tool

This report will be captured through CAPGEMS. Please check for reporting instructions in CAPGEMS.

Grantee Name: _____ SLBA-Issued Grant ID#: _____

For the period beginning: _____ and ending: _____

Grantee UEI Number: _____ Grant Amount: _____

Obligations and Expenditures

Current period amount obligated:	\$	Current period amount expended:	\$
Cumulative amount obligated:	\$	Cumulative amount expended:	\$

Project Status. Report on each funded project's status each reporting period.

Address/Project Name	Census Tract #	Not Started	Completed less than 50%	Completed more than 50%	Completed
<i>e.g. 8530 E Colby Rd, Crystal</i>	<i>9706</i>		X		

Add additional pages as needed...

Sale Proceeds. Report any sale proceeds earned and any expended to cover eligible project costs during this period, if applicable.

Address/Project Name	Census Tract #	Date Sold	Amount sold for	Sale Proceeds
<i>e.g. 8530 E Colby Rd, Crystal</i>	<i>9706</i>	<i>2/30/2024</i>	<i>\$70,000</i>	<i>\$25,000</i>

Subawards. Provide the following information, as applicable, on a separate sheet on any subaward you have made:

- Subrecipient identifying and demographic information (e.g., legal name, UEI number, location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the State)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)

Davis-Bacon/Prevailing Wage Reporting:

Do you certify that all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act") or the State of Michigan? ☐ Yes ☐ No

If no, answer the following questions:

- Number of employees of Contractors and Subcontractors working on the project(s): _____
- Number of employees on the project hired directly: _____
- Number of employees on the project(s) hired through a third party: _____

Have you verified that wages and benefits paid to workers on the project(s) are at or above prevailing wage for the worker classifications as determined by US Secretary of Labor or State of Michigan, whichever is higher? ☐ Yes ☐ No

Do you certify that sufficient records to substantiate labor information will be made available upon request? ☐ Yes ☐ No

Provide entity name, contact person, phone number and address for all contracts and subcontractors working on project(s).

Key Performance Indicators (KPI) summary. For projects completed in this quarter, please provide the following information:

Demolition:

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings demo'd			
# of Commercial buildings demo'd			
# of Industrial buildings demo'd			
# of Mixed-Use buildings demo'd			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			

Stabilization

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings stabilized			
# of Commercial buildings stabilized			
# of Industrial buildings stabilized			
# of Mixed-Use buildings stabilized			

# of employees working on demolition activities		
# of minority-owned companies engaged on demolition activities		

Environmental Remediation

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of properties remediated			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			

Rehabilitation

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings rehabbed			
# of Commercial buildings rehabbed			
# of Industrial buildings rehabbed			
# of Mixed-Use buildings rehabbed			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			
Homeowners—Under 65% AMI *			
Homeowners—65% - 80% AMI *			
Renters – Under 60% AMI *			
Renters – 60% - 80% AMI *			

*In non-QCTs only

I have read and understand the above. I understand that the responses above will be utilized by SLBA to comply with SLFRF regulations. I certify that the above information is accurate, complete, and true.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Appendix 4: Annual Reporting Tool

This report will be captured through CAPGEMS. Please check for reporting instructions in CAPGEMS.

Grantee Name: _____ SLBA-Issued Grant ID#: _____

For the period beginning: _____ and ending: _____

Grantee UEI Number: _____ Grant Amount: _____

Obligations and Expenditures.

Current period amount obligated:	\$	Current period amount expended:	\$
Cumulative amount obligated:	\$	Cumulative amount expended:	\$

Project Status. Report on project status each reporting period, in four categories:

Address/Project Name	Census Tract #	Not Started	Completed less than 50%	Completed more than 50%	Completed
<i>e.g. 8530 E Colby Rd, Crystal</i>	<i>9706</i>		X		

Sale Proceeds. Report any sale proceeds earned and any expended to cover eligible project costs during this period, if applicable.

Address/Project Name	Census Tract #	Date Sold	Amount sold for	Sale Proceeds
<i>e.g. 8530 E Colby Rd, Crystal</i>	<i>9706</i>	<i>2/30/2024</i>	<i>\$70,000</i>	<i>\$25,000</i>

Subawards. Provide the following information, as applicable, on a separate sheet on any subaward you have made:

- Subrecipient identifying and demographic information (e.g., legal name, UEI number, location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the State)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Capital expenditures
- Constraints or challenges

Civil Rights Compliance. Description of the grantee's, or subrecipients' compliance with Title VI of the Civil Rights Act of 1964. This information should include:

☐ Yes OR ☐ No: Grantee has included Civil Right Compliance requirements in all contracts or subcontracts to vendors notifying them of nondiscrimination requirements on the basis of race, color, national origin, religion, sex, disability and age.

☐ Yes OR ☐ No: Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Provide any other details of how grantee meets the requirements of the Civil Rights Act of 1964, as amended. _____

Promoting equitable outcomes: describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. Also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

Other Sources of Federal Funds. Provide a list of all other sources of federal funds being used to fund approved blight elimination projects.

Key Performance Indicators (KPI) summary. For completed projects, please provide the following information:

Demolition:

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings demo'd			
# of Commercial buildings demo'd			
# of Industrial buildings demo'd			
# of Mixed-Use buildings demo'd			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			

Stabilization

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings stabilized			
# of Commercial buildings stabilized			
# of Industrial buildings stabilized			
# of Mixed-Use buildings stabilized			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			

Environmental Remediation

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of properties remediated			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			

Rehabilitation

Key Performance Indicator	This Annual Period	Cumulative Completed	Number
# of Residential buildings rehabbed			
# of Commercial buildings rehabbed			
# of Industrial buildings rehabbed			
# of Mixed-Use buildings rehabbed			
# of employees working on demolition activities			
# of minority-owned companies engaged on demolition activities			
Homeowners—Under 65% AMI *			
Homeowners—65% - 80% AMI *			
Renters – Under 60% AMI *			
Renters – 60% - 80% AMI *			

*In non-QCTs only

I have read and understand the above. I understand that the responses above will be utilized by SLBA to comply with SLFRF regulations. I certify that the above information is accurate, complete, and true.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Exhibit A

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