



# Genesee County Land Bank Authority Neighborhood Stabilization Program 2

Request for Proposals– Demolition and Disposal of  
Residential/Commercial Structures in the City of  
Flint.

BID NUMBER: #LB: 12-011

DUE DATE: Friday, October 12, 2012 at 3:00 pm EST

As part of the Michigan NSP2 Consortium, a partnership between:

Michigan State Housing Development Authority (MSHDA)  
The City of Flint  
Genesee County Land Bank Authority (GCLBA)



## TABLE OF CONTENTS

TABLE OF CONTENTS ..... 2

REQUEST FOR PROPOSALS ..... 3

Request for Proposals- Demolition and Disposal of Residential/Commercial Structures  
in the City of Flint. .... 3

INTRODUCTION..... 3

    A. Overview..... 3

    B. Time of Completion..... 4

    C. Term of Contract..... 4

    D. Background..... 5

    E. Federal Regulations..... 5

PROFESSIONAL SERVICE REQUIREMENTS ..... 5

    A. Scope of Work ..... 5

    B. Additional Requirements..... 8

EVALUATION CRITERIA AND SCORING..... 9

    1. Pricing Proposal (20 points)..... 9

SUBMITTAL REQUIRMENTS..... 10

    A. Letter of Interest..... 10

    B. Threshold Requirements..... 11

    C. Main Proposal..... 12

SELECTION PROCESS ..... 12

QUESTIONS ..... 13

SUBMITTAL DUE DATE ..... 13

RFP SUBMITTAL REQUIREMENTS CHECKLIST ..... 14

### ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION FORMS
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – MAIN PROPOSAL – SECTION C (*YOU CAN ALSO USE YOUR OWN FORMAT*)

### APPENDICES

- 1 - SCOPE OF WORK
- 2 - MAP AND BOUNDARIES OF NSP2 TARGET
- 3 – FEDERAL AND COUNTY REGULATIONS
- 4 - SAMPLE CONTRACT



# REQUEST FOR PROPOSALS

## REQUEST FOR PROPOSALS–DEMOLITION & DISPOSAL OF RESIDENTIAL/COMMERCIAL STRUCTURES IN THE CITY OF FLINT.

### INTRODUCTION

#### A. Overview

This Request for Proposals (“RFP”) is being issued by Genesee County Land Bank Authority (GCLBA) in its capacity as manager of the Neighborhood Stabilization Program 2 (NSP2). GCLBA invites the submission of proposals from contractors experienced and licensed to conduct the demolition and disposal of residential/commercial structures located in the City of Flint.

Qualified demolition contractors may submit bids for the scope of work defined in this RFP. This proposal will be scored on the evaluation criteria set forth in this RFP. The GCLBA anticipates entering a contract for the scope of work set forth herein.

Addendums to this RFP can be found at [www.thelandbank.org](http://www.thelandbank.org) under the tab current bids. Please check any updates to this proposal.

Companies with demonstrated experience in the scope of work defined in this RFP and with an interest in making their services available to GCLBA are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is State licensed and certified in accordance with provisions of Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

GCLBA is seeking to encourage participation by respondents who are Minority/Women/Handicap Business Enterprise (MBE/WBE) or Section 3 business enterprises.

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA or any respondents. GCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall GCLBA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP.

No respondent shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the GCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

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

PROPOSAL REQUEST NUMBER: #LB 12-011

DUE DATE: Friday, October 12, 2012 @ 3:00 pm EST

All inquiries relating to this RFP should be directed to Lucille James, Demolition Program Coordinator, Genesee County Land Bank, 452 S. Saginaw Street, 2<sup>nd</sup> Floor, Flint, Michigan 48502; (810) 257-3088 ext. 529 or [ljames@thelandbank.org](mailto:ljames@thelandbank.org).

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

The GCLBA reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the GCLBA's interest. It is the GCLBA's intent to award the project to the lowest responsive and responsible contractor for the proposal. The GCLBA may choose to enter into multiple contracts for the same scope of services to ensure that there is enough capacity to complete the work in a timely manner, as required by NSP2.

## B. Time of Completion

Any agreement awarded pursuant to this RFP solicitation shall be in accordance with the Scope of Work and compensation as outlined below, and, within a mutually agreed upon expedited timeframe.

## C. Term of Contract

It is anticipated that the Respondents will start work on or before Friday, November 9, 2012. Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Wednesday, December 19, 2012, or until the funds are exhausted, whichever comes first. All work must be completed by Wednesday, December 12, 2012 and final paperwork and payment requests must be submitted to the Demolition Program Coordinator by Wednesday, December 19, 2012.

If it is too late in the season for grass seeds to germinate the GCLBA shall withhold a retainage in order for the project to be completed in the spring. **If the project is not completed by November 30, 2012 the GCLBA will withhold twenty-five**

**percent (25%) of the contract amount as a retainage until the project is completed to specifications in the spring by May 31, 2013.**

#### D. Background

Under the Recovery Act, Congress established the Neighborhood Stabilization Program 2 (NSP2) to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. NSP2 provides grants to states, local governments, nonprofits and a consortium of public and or private nonprofit entities on a competitive basis.

The Michigan NSP2 Consortium received \$223,875,339. The Michigan State Housing Development Authority (MSHDA), as lead applicant, 12 city governments, and eight county land banks will work together to remove blight, address vacancy and foreclosures, and reposition neighborhoods in targeted NSP2-eligible census tracts. MSHDA allocated \$201,487,805 to place properties back in productive use and \$22,387,534 in administrative fund for MSHDA, Cities and Lands Banks to share.

The City of Flint received \$15,772,344 and the GCLBA received \$10,710,994 for a total award amount of \$26,483,338 to assist the targeted census tracts in the City of Flint.

#### E. Federal Regulations

Award recipients implementing the Michigan NSP2 Consortium must follow the Community Development Block Grant (CDBG) Program rules and regulations, unless stated otherwise in the May 4, 2009 of the Federal Register Notice [Docket No. FR-5321-N-01] regarding **Title XII of Division A of the American Recovery and Reinvestment Act of 2009**, which is posted on

[http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2\\_nofa.pdf](http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2_nofa.pdf)

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFP.

### **PROFESSIONAL SERVICE REQUIREMENTS**

#### A. Scope of Work

GCLBA seeks sealed proposals from qualified respondents to provide the scope of services described below on residential/commercial structures located in targeted neighborhoods in the City of Flint. *See Appendix 2 – NSP2 Boundaries and Map.* Nearly all of the targeted neighborhoods contain abandoned and derelict residential/commercial structures. Applicants can respond to the proposal/ scope of services described below (*See Appendix 1 for full scope of work*):

#### **Summary of Scope of Work:**

#### **Demolition and disposal of Residential/Commercial**

During the contract period though, December 19, 2012, GCLBA anticipates the demolition and disposal of structures across the respective NSP2 areas until the available funds are exhausted. Due to timing constraints of the NSP2 program GCLBA does not anticipate allowing for any contract extensions.

The purpose of this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in the City of Flint in Genesee County.

## 1. DESCRIPTION

- a. This project consists of building and site demolition and disposal of buildings and basement/foundation including backfill of the excavation, secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government) and disconnect water and sewer utilities or cap wells and abandonment of septic per Genesee County Health Department requirements. Unless otherwise identified by GCLBA.
- b. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless deemed as an emergency demolition). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor. The disposal of non-friable materials is the responsibility of the Contractor.
- c. Requirements of the work are contained in the Scope of Work (*Appendix 1*), and include cross-references to published information, which is not necessarily bound herewith.
- d. Without force and effect on requirements of the Scope of Work (*Appendix 1*), a description of the work of the Contract can be summarized as follows:
  - i. Site and Building Demolition
    1. Locate property corners and lot lines to accurately set limits of demolition.
    2. Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and trees, bituminous and/or concrete paving and miscellaneous debris on the site.
  - ii. Protection of Trees
    1. It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished.
  - iii. Concrete Sidewalks/Drive Approach
    1. Access to the property for demolition work shall be limited to an area as designated by the GCLBA's site manager.

Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point.

2. Concrete, asphalt and/or gravel driveways are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk.
- iv. Site Restoration
  1. Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Section 00901, Part 2 - Products.
  - v. Except for items indicated to remain on the GCLBA's property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally.
2. WORK SCHEDULE
  - a. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical gas, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to start of demolition.
  - b. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
  - c. Contractor shall notify the GCLBA's representative 72 hours in advance of subcontractor being on site and provide the subcontractor(s) company name, address, telephone & fax number.
  - d. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.
  - e. Completion dates are provided in the contract documents.
3. CONTRACTOR USES OF PREMISES
  - a. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access are as designated by the site manager.
  - b. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
    - i. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
    - ii. Drive approaches located between the sidewalk and curb must be left as is.
    - iii. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

- c. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
  - d. Any fallen trees, trash, debris and/or brush must be removed from site.
4. ADJUSTMENTS TO BID
- a. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCLBA, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structure(s) from the award and reduce the price by the Contractors' bid for that structure(s).

## B. Additional Requirements

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

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

1. Certification Form Note
2. OSHA 29 CFR 1926- Construction Industry Standards
3. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
4. 29 CFR 1910.1200 – Hazard Communication
5. 40 CFR Part 261- EPA Regulations
6. HUD Title X parts 1012-1013
7. Federal Labor Standards and Provisions
8. Davis-Bacon Act
9. Equal Opportunity Clause
10. Section 3 Clause (See Attachment E)
11. HUD Contract and Subcontract Activity
12. Copeland Anti-kickback Act
13. Bidders Insurance Checklist (Attachment A)
14. Genesee County Labor Standards
15. And other Regulations Referenced throughout this document and attachments



**EVALUATION CRITERIA AND SCORING**

The GCLBA will evaluate the qualifications received and identify the submittal that is the most responsive, responsible and offers the best service to the GCLBA. The GCLBA will consider cost of services, consultant qualifications, financial viability, project references, and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria:

**Proposal/ Evaluation Criteria for Scope of Work:****Demolition and disposal of residential/commercial structures located in the City of Flint.**

## 1. Pricing Proposal (20 points)

Pricing proposals that are in the highest cost 1/3 of proposals	5 Points
Pricing proposals that are in the middle cost 1/3 of proposals	10 Points
Pricing proposals that are in the lowest cost 1/3 of proposals	20 Points

## 2. Specialized experience in Neighborhood Stabilization Program and working with Land Banks (20 points)

Tax Foreclosed /Land Bank Experience	5 Points
Neighborhood Stabilization Program (NSP) Experience	10 Points
Both NSP and Tax Foreclosed/ Land Bank Experience	20 Points

## 3. Experience in the demolition and disposal of residential/commercial structures. (15 points)

One (1) to four (4) year of experience in the demolition and disposal of residential/commercial structures.	2 Points
Five (5) to nine (9) years of experience in the demolition and disposal of residential/commercial structures.	5 Points
Ten (10) to fourteen (14) years of experience in the demolition and disposal of residential/commercial structures.	10 Points
Greater than fifteen (15) years of experience in the demolition and disposal of residential/commercial structures.	15 Points

4. Capacity. Number of completed demolition and disposal projects that the firm could provide to the GCLBA in six weeks or less (15 points)

Demonstrated capacity and experience to complete up to ten (10) demolition and disposals projects	5 Points
Demonstrated capacity and experience to complete up to fifteen (15) demolition and disposals projects	10 Points
Demonstrated capacity and experience to complete more than thirty (30) demolition and disposals projects	15 Points

5. Demonstrated Understanding of the Land Bank's NSP 2 needs. Respondent must demonstrate that they understand the Land Bank's needs as required by the NSP2 program in their scope of work (15 points).

### **SUBMITTAL REQUIREMENTS**

RFP responses must be submitted via hard copy. Each respondent shall submit one (1) original and two (2) copies of the following documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Responses not submitted via hard copy will not be considered. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

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

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

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

#### **A. Letter of Interest**

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

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.

2. A brief summary of the qualifications of the Respondent and team. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
  - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
5. The Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest

## B. Threshold Requirements

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

1. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
2. Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence; and, Professional Liability with limits not less than \$1,000,000. (See Attachment A)
3. State licensed and certified in accordance with Title XII of Division A of the American Recovery and Reinvestment Act of 2009
4. Michigan Builders License – In the name of principal and if co-partnership
5. Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist and GCLBA in determining the Respondent’s financial condition. GCLBA is seeking this information to ensure that the proposer’s have the financial stability and wherewithal to assure good faith performance.
6. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project. (See Attachment B)
7. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Bid Bond in the amount of five percent (5%) of their total bid amount.

9. Performance Bond: Ability to secure Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan.
10. Certification Form Note (Attachment C)

### C. Main Proposal

Please provide the following information:

1. Experience and capacity to implement scope of work described in Scope of Services. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.
2. Familiarity with the GCLBA and basic understanding of programs (see [www.thelandbank.org](http://www.thelandbank.org) for more information) including previous experience with NSP activities.
3. The qualification of assigned project staff and subcontracts, including (a) relevant professional and educational experience, (b) identification of specific staff individuals with experience managing demolition projects, and (c) identification of landfills and disposal sites who will participate in the project. (d) Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.
4. Capacity to complete multiple demolitions on a weekly basis. (See RFP scoring criteria)
5. Pricing proposal. The contractor should provide a fixed price fee schedule including unit rates to the GCLBA for all work and services provided. (See Attachment D)
6. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.
7. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter from the City of Flint. If you have not received a letter/response, please complete forms in Attachment E.

### SELECTION PROCESS

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein and Michigan NSP2 Consortium objectives and policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

## QUESTIONS

Questions regarding this RFP should be submitted in writing via email to [ljames@thelandbank.org](mailto:ljames@thelandbank.org) .

## SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00 pm on October 12, 2012. Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. Hard copies must be delivered to:

Lucille James  
Genesee County Land Bank Authority  
452 S. Saginaw St. 2<sup>nd</sup> Floor  
Flint, MI 48502

**RFP SUBMITTAL REQUIREMENTS CHECKLIST**

Please provide Checklist with response to RFP

- Letter of Interest
- Certification Form Note
- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Evidence of Insurance
- Michigan Builders License or Maintenance and Alterations license with House Wrecking
- Evidence of Financial Stability
- References (Attachment B)
- Conflict of Interest Statement & Supporting Documentation
- Description of Company
- Capacity of Company
- Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
- MBE/WBE, Local Hiring, HUD Section 3, if applicable (Attachment E) or Section 3 letter from the City of Flint
- RFP Submittal Requirements Checklist
- Received Addendum(s): \_\_\_\_\_

*\*\* Some of the submittal requirements are included in the attachments.*

# ATTACHMENTS

---

- A – GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION FORMS
- F – CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT
- G – MAIN PROPOSAL – SECTION C *(YOU CAN ALSO USE YOUR OWN FORMAT)*

**ATTACHMENT A**

**GENESEE COUNTY BIDDERS INSURANCE CHECKLIST**

**Bid Title:** DEMOLITION OF RESIDENTIAL/COMMERCIAL STRUCTURES

**Coverages Required**

**Limits (Figures denote minimums)**

- X 1. Workers Compensation Statutory limits of Michigan
- X 2. Employers Liability \$100,000 accident/disease \$500,000 policy limit, disease
- X 3. General Liability 1,000,000/OCC/AGG Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
- 4. Professional liability \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice
- X 5. Products/Completed operations \$1,000,000 per occurrence with \$2,000,000 aggregate
- X 6. Contractual liability \$1,000,000 general aggregate (gen. agg.)
- 7. Explosion, Collapse, Subsidence Excess Policy with limits at least \$2,000,000
- X 8. Automobile liability \$1,000,000 combined single limit each accident-Owned, hired, nonowned
- 9. Umbrella liability/excess coverage \$ X,000,000 BI & PD and PI
- 10. Garage liability \$ \_\_\_\_\_ BI & PD, each occurrence
- 11. Garagekeepers legal liability \$ \_\_\_\_\_ Comprehensive (Comp.) \$ \_\_\_\_\_ Collision
- 12. Authoritys and Contractors Protective
- X 13. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate.
- 14. Other insurance required: POLLUTION LIABILITY: Total limit excess of \$3,000,000 per occurrence and in aggregate
- X 15. Cancellation notice is to read:  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.
- X 16. Bests rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- X 17. The certificate must state bid number and title

---

---

**Insurance Agents Statement**

**I have reviewed the requirements with bidder named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

Liability policies are **occurrence**  **claims made**

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

---

---

**Bidder's Statement**

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

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur prior to the bid, or after the bid has been released. To the degree possible, all changes will be made as soon as feasible. REVISED 6/16/03



## ATTACHMENT B: LIST OF REFERENCES (3)

Reference #1:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

Reference #2:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

Reference #3:

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Budget: \_\_\_\_\_

## ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

Company Name: \_\_\_\_\_

### Statement of Experience

Years of Company Experience: \_\_\_\_\_

Years of Individual Experience: \_\_\_\_\_

### Demonstration of Capacity

Number of demos completed within a six (6) week period: \_\_\_\_\_

Number of employees: \_\_\_\_\_

List of equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### BID TENDER SUMMARY

	BID LIST #1	BID LIST #2
BID AMOUNT	\$	\$

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have read the Scope of Work included in this bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor/ Authorized Representative)

\_\_\_\_\_  
(Signature of Contractor /Authorized Representative)

\_\_\_\_\_  
(Contractor Address)

\_\_\_\_\_ (Phone) \_\_\_\_\_ (Email)

BID/TENDER FORM #LB 12-011

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

FOR: Invitation to Bid #LB 12-011 Demolition and Disposal of Residential/Commercial Structures in the City of Flint:

DATE: \_\_\_\_\_  
NAME OF  
BIDDER: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the demolition and disposal of Residential/Commercial Structures having examined Bid #LB: 12-011 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 12-011, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

Successful bidder agrees to provide performance and payment bonds written by surety acceptable to GCLBA; made in favor of GCLBA as obligee.

The Bidder recognizes that the GCLBA may award the bid packages separately and not as a total contract.

## UNIT PRICE FOR DEMOLITION WORK

Removal and disposal of structures including foundation, basement walls, floors and footings and installation of sidewalk as specified in the contract.

**BID LIST # -**

**Contractor:**

**NSP2-LB-12-011-#1**

<b><u>Parcel Number</u></b>	<b><u>Property Address</u></b>	<b><u>Location</u></b>	<b><u>Bid Price</u></b>
40-11-479-012	1024 DUPONT ST	CITY OF FLINT	\$
40-12-181-027	1419 LYON ST	CITY OF FLINT	\$
40-12-326-019	1204 MACKIN RD	CITY OF FLINT	\$
41-17-354-022	1966 HOWARD AVE	CITY OF FLINT	\$
41-17-359-013	2041 CROCKER AVE	CITY OF FLINT	\$
41-17-359-022	2018 HOWARD AVE	CITY OF FLINT	\$
46-26-301-020	2110 W HOME AVE	CITY OF FLINT	\$
46-26-303-029	6006 CLOVERLAWN DR	CITY OF FLINT	\$
46-26-303-038	5810 CLOVERLAWN DR	CITY OF FLINT	\$
46-26-352-021	5709 CLOVERLAWN DR	CITY OF FLINT	\$
46-26-352-023	5717 CLOVERLAWN DR	CITY OF FLINT	\$
46-26-379-022	1941 BASIL LN	CITY OF FLINT	\$
46-26-405-009	1211 W HOME AVE	CITY OF FLINT	\$
<b>TOTAL BID</b>			\$

**BID LIST # -**

**Contractor:**

**NSP2-LB-12-011-#2**

<b><u>Parcel Number</u></b>	<b><u>Property Address</u></b>	<b><u>Location</u></b>	<b><u>Bid Price</u></b>
40-12-154-018	1622 CONCORD ST	CITY OF FLINT	\$
40-12-159-003	1529 CONCORD ST	CITY OF FLINT	\$
40-12-303-022	1416 PROSPECT ST	CITY OF FLINT	\$
40-12-458-011	624 W SECOND AVE	CITY OF FLINT	\$
40-12-458-014	612 W SECOND AVE	CITY OF FLINT	\$
41-17-309-005	1825 JASMINE AVE	CITY OF FLINT	\$
41-17-455-003	2015 BURR BLVD	CITY OF FLINT	\$
46-26-229-011	6629 DARYLL DR	CITY OF FLINT	\$
46-26-376-032	1910 BASIL LN	CITY OF FLINT	\$
46-26-379-025	1929 BASIL LN	CITY OF FLINT	\$
46-26-403-044	1502 W MOTT AVE	CITY OF FLINT	\$
46-26-455-007	1405 BOLAN DR	CITY OF FLINT	\$
<b>TOTAL BID</b>			\$

*\* At the time of this bid none of the above properties have been deemed an Emergency Demolition by the City of Flint's Building Safety & Inspections Department*

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

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or before November 12, 2012, contingent on the cut and plug of utilities - gas and electric and abatement of environmental hazards; and to fully complete on or before November 9, 2012.

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

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

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

Bidder acknowledges receipt of following addenda:

---

---

---

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

---

---

**CERTIFICATION OF SITE VISIT**

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

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

**ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER**

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

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

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

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

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

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

This Bid Proposal is submitted in the name of:

\_\_\_\_\_  
(Name of Contractor)  
By \_\_\_\_\_  
Title \_\_\_\_\_

Signed and sealed this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

INSTRUCTIONS: Submit this form to GCLBA.

**END OF SECTION**

## EXHIBIT 1

### PROPERTY LIST FOR SOIL EROSION PERMIT/WAIVER

<b><u>BID LIST # -</u></b> <b><u>NSP2-LB-12-010-#1</u></b>	
<b><u>Parcel Number</u></b>	<b><u>Property Address</u></b>
40-11-479-012	1024 DUPONT ST
40-12-181-027	1419 LYON ST
40-12-326-019	1204 MACKIN RD
41-17-354-022	1966 HOWARD AVE
41-17-359-013	2041 CROCKER AVE
41-17-359-022	2018 HOWARD AVE
46-26-301-020	2110 W HOME AVE
46-26-303-029	6006 CLOVERLAWN DR
46-26-303-038	5810 CLOVERLAWN DR
46-26-352-021	5709 CLOVERLAWN DR
46-26-352-023	5717 CLOVERLAWN DR
46-26-379-022	1941 BASIL LN
46-26-405-009	1211 W HOME AVE

<b><u>BID LIST # -</u></b> <b><u>NSP2-LB-12-010-#2</u></b>	
<b><u>Parcel Number</u></b>	<b><u>Property Address</u></b>
40-12-154-018	1622 CONCORD ST
40-12-159-003	1529 CONCORD ST
40-12-303-022	1416 PROSPECT ST
40-12-458-011	624 W SECOND AVE
40-12-458-014	612 W SECOND AVE
41-17-309-005	1825 JASMINE AVE
41-17-455-003	2015 BURR BLVD
46-26-229-011	6629 DARYLL DR
46-26-376-032	1910 BASIL LN
46-26-379-025	1929 BASIL LN
46-26-403-044	1502 W MOTT AVE
46-26-455-007	1405 BOLAN DR

## **ATTACHMENT E – SECTION 3 CERTIFICATION FORMS**

- **SECTION 3 BUSINESS CERTIFICATION FORM**
- **STATEMENT OF QUALIFICATIONS FORM**
- **PERMANENT EMPLOYEE LISTING FORM**
- **RESIDENT EMPLOYMENT OPPORTUNITY ELIGIBILITY FOR PREFERENCE FORM**



**Genesee County**  
**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE**  
**IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business:  Corporation       Partnership       Joint Venture  
 Limited Liability Corporation       Sole Proprietorship

Type of Work: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify that the  
business (Print Name and Title)

known as \_\_\_\_\_  
(Print business name)

\_\_\_\_\_ **is not a Section 3 business (sign below)**

\_\_\_\_\_ is a Section 3 business because (check one of the following)

\_\_\_\_\_ 51 percent (51%) or more is owned by Section 3 residents\* ; or

\_\_\_\_\_ 30 percent (30%) of the permanent full time employees are  
currently Section 3 residents\* or were Section 3 residents\* when  
first hired (if within the last three years); or

\_\_\_\_\_ The business commits in writing to subcontract over 25 percent  
(25%) of the total dollar amount of all subcontracts to be let to  
businesses that meet the requirements of paragraphs 1 and 2 of this  
definition;

**AND**

The business was formed in accordance with state law and is licensed under state,  
county or municipal law to engage in the business activity for which it was formed.

\* A Section 3 Resident is a person living in Genesee County who is a Public Housing  
resident or who is low or very low income as determined by household size and annual  
income.

Very Low and Low Income Persons means persons in households whose annual incomes do  
not exceed, respectively, 50% and 80% of the annual median income as adjusted by HUD,  
for Genesee County.

***It is important to note that a Genesee County Section 3 Certification in itself, shall not in  
any way, be construed, that any bid or contract award is accepted, nor guaranteed, nor is  
any Business Concern entitled to any contract award based upon the Section 3  
Certification.***

*Warning: This program is funded through Federal funds provided by the U.S. Department of  
Housing and Urban Development. Any person who knowingly presents a false, fictitious, or  
fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing  
and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions,  
including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and  
1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions,  
claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code  
makes it a criminal offense to make willful, false statements or misrepresentation of any material  
fact involving the use of or to obtain federal funds.*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one in the applicable category will apply.

**For business claiming status as a Section 3 resident-owned business concern:**

- |   |  |
|---|--|
| <input type="checkbox"/> Copy of resident lease   | <input type="checkbox"/> Copy of receipt of public assistance            |
| <input type="checkbox"/> Copy of evidence of participation in a public tax assistance program | <input type="checkbox"/> Copy of previous year's business income filings |

**For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:**

- |   |   |
|---|---|
| <input type="checkbox"/> List of all current full-time employees                            | <input type="checkbox"/> List of employees claiming Section 3 status                        |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

**For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses (must provide each item with a check box):**

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

<b>FY 2012 Median Family Income for Flint and Genesee County MSA - \$58,400</b>		
<b>Section 3 Maximum Annual Income Limits</b>		
<b>Number in Household</b>	<b>Very-Low Income</b>	<b>Low Income</b>
One Person	\$20,450	\$32,700
Two Person	\$23,400	\$37,400
Three Person	\$26,300	\$42,050
Four Person	\$29,200	\$46,700
Five Person	\$31,550	\$50,450
Six Person	\$33,900	\$54,200
Seven Person	\$36,250	\$57,950
Eight Person	\$38,550	\$61,650





**Genesee County**  
**Section 3 RESIDENT EMPLOYMENT OPPORTUNITY**  
**ELIGIBILITY FOR PREFERENCE**

**Eligibility for Preference**

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

**Certification for Resident Seeking Section 3 Preference in Training and Employment**

I, _____, am a legal resident of _____	
_____ and meet the income eligibility guidelines for a low- or very-low-income person as included in this Certification.	
My permanent address is: _____ _____	
I have attached the following documentation as evidence of my status:	
<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax return
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FY 2012 Median Family Income for Flint and Genesee County MSA - \$58,400**

**Section 3  
Maximum Annual Income Limits**

<b>Number in Household</b>	<b>Very Low Income</b>	<b>Low Income</b>
1 individual	\$20,450	\$32,700
2 individuals	\$23,400	\$37,400
3 individuals	\$26,300	\$42,050
4 individuals	\$29,200	\$46,700
5 individuals	\$31,550	\$50,450
6 individuals	\$33,900	\$54,200
7 individuals	\$36,250	\$57,950
8 individuals	\$38,550	\$61,650

**ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ (Name, Title) of \_\_\_\_\_ (Contractor/Company Name) hereinafter referred to as the "Contractor," certify by my signature below that I am authorized to submit the unit pricing and bid amount for consideration by the Genesee County Land Bank Authority regarding Request for Proposal Number \_\_\_\_\_. I am further authorized to sign this affidavit on behalf of my company, its owner, directors and officers.

I certify that:

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

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

\_\_\_\_\_  
Signature of Contractor's Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Street / P. O. Box

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**NOTARIZATION**

Acknowledged by \_\_\_\_\_ before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Notary Public, State of Michigan, County of Genesee

My commission expires \_\_\_\_\_

## **Attachment G: Request for Proposals- Demolition and Disposal of Residential/Commercial Structures**

### **C. Main Proposal**

This proposal is a required component of your submittal. You can use this form or use your own format. Attach additional pages, if necessary, to provide the required information.

Please provide the following information:

1. Experience and capacity to implement scope of work described in Scope of Services. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.

2. Familiarity with the GCLBA and basic understanding of NSP3 program (see [www.thelandbank.org](http://www.thelandbank.org) for more information) including previous experience with Neighborhood Stabilization Projects (NSP) activities.

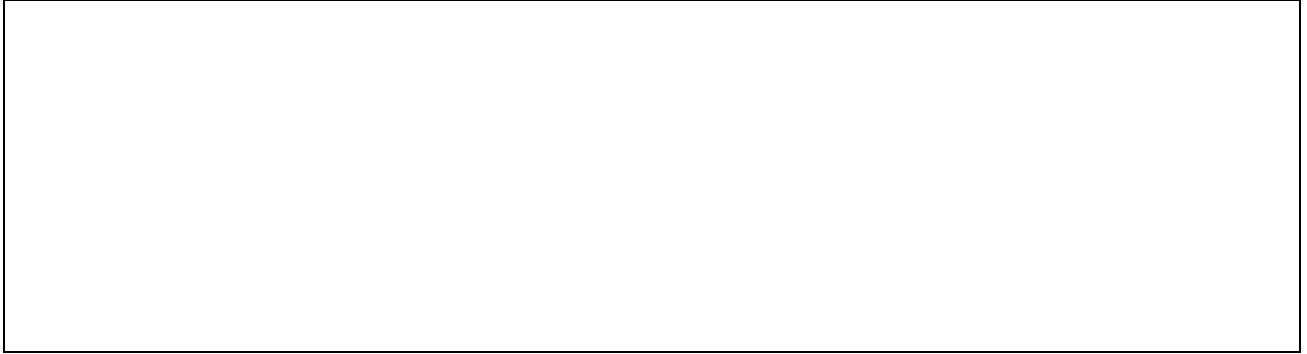


3. The qualification of assigned project staff and subcontracts, including (a) relevant professional and educational experience, (b) identification of specific staff individuals with experience managing demolition projects, and (c) identification of landfills and disposal sites who will participate in the project. (d) Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.

4. Capacity to complete the project within six (6) weeks. (See RFP scoring criteria)

5. Pricing proposal. The contractor should provide a fixed price fee schedule including unit rates to the GCLBA for all work and services provided. (Complete Attachment D)

6. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter/response from the Genesee County Metropolitan Planning Commission. If you have not received a letter/response, please complete forms in Attachment E.



# APPENDICES

---

- 1 - SCOPE OF WORK
- 2 - MAP OF COMPLEX
- 3 - FEDERAL AND COUNTY REGULATIONS
- 4 - SAMPLE CONTRACT

**APPENDIX - 1: SCOPE OF WORK/SUMMARY OF WORK**  
*DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES*

**TABLE OF CONTENTS**

**TABLE OF CONTENTS .....1**

**SECTION 100 - SUMMARY OF WORK.....2**

**SECTION 200- SOIL EROSION & SEDIMENTATION CONTROL.....3**

**SECTION 300 - EARTHWORK.....5**

**SECTION 400 - BUILDING DEMOLITION.....9**

## APPENDIX - 1: SCOPE OF WORK/SUMMARY OF WORK

### SECTION 100 – SUMMARY OF WORK

#### PART 1 - GENERAL INFORMATION

##### 1.1 DESCRIPTION

- A. This project consists of building and site demolition and disposal of buildings and basement/foundation, including backfill of the excavated area, secure all necessary permits (demolition, water/sewer cut, soil erosion and any other required by the local unit of government), and disconnect water and sewer utilities or cap wells and abandonment of septic tanks, if present, per Genesee County Health Department requirements.
- B. A description of the scope of work can be summarized as follows:
  - (1) Site and Building Demolition
    - (a) Locate property corners and lot lines to accurately set limits of demolition
    - (b) Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and trees, bituminous and/or concrete paving, and miscellaneous debris on the site
  - (2) Protection of Trees
    - (a) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4” or greater that are located outside of five (5) feet from the structure being demolished.
  - (3) Concrete Sidewalks/Drive Approach
    - (a) Access to the property for demolition work shall be limited to an area as designated by the GCLA’s site manager/demolition coordinator. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project.
    - (b) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk.
  - (4) Site Restoration
    - (a) **Site restoration includes fill and compaction of all disturbed areas, seeding and mulch as specified in Section 200, Part 2 - Products.**
  - (5) Except for items indicated to remain the GCLBA/OWNER’S property, demolished materials shall be become the Contractor’s property and shall be removed from the site and disposed of legally.

##### 1.2 WORK SCHEDULE

- A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition.
- B. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
- C. Contractor shall notify the GCLBA's representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, If not provided at time contract is signed.
- D. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits.
- E. Completion dates are provided in the contract documents.

### 1.3 CONTRACTOR USES OF PREMISES

- A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager.
- B. Used of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
  - (1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
  - (2) Drive approaches located between the sidewalk and curb must be left as is.
  - (3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

**END OF SECTION 100**

## **SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL**

### PART 1– GENERAL INFORMATION

#### 1.1 Related Documents

- A. Drawings, reports, and general provisions of the contract, including General Conditions and other Division I specifications sects apply to this section.

#### 1.2 DESCRIPTION

- A. Soil erosion permits are required for certain parcels. Contractor, at Contractor's expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/ or well/septic abandonment permits.

### 1.3 SCHEDULING

- A. Control measures shall be constructed by the Contractor prior to the time demolition work starts and maintained throughout the demolition and site restoration work.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. 30% perennial rye, 30% Kentucky blue grass, 40% creeping red fescue applied at a rate of 100 pounds per acre, placed upon six (6) inches of screened topsoil.

### 2.2 MULCH

- A. Mulch may be straw or wood fiber.

## PART 3 - EXECUTION

### 3.1 PERFORMANCE

#### A. General:

- (1) Even though a specified erosion control measure is not called out on the plans, the contractor shall properly control and/or prevent all erosion caused by the Contractor's demolition operation.

#### B. Sediment Removal:

- (1) The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.
- (2) If eroded material is allowed to enter a storm sewer system it shall be the Contractors responsibility to see that all catch basins and manholes are cleaned following demolition prior to receipt of final payment. Unless the Contractor can document positively to what extent an existing storm sewer system along the cleaning the system.
- (3) All eroded materials deposited in the street gutter as a result of this work shall be removed by the Contractor promptly at the Contractor's expense.

#### C. Restoration of Surface:

- (1) Restoration is limited to backfill and compaction of disturbed areas. Final grading, seed and mulch shall be performed by the Contractor.

## END OF SECTION 200

## SECTION 300 – EARTHWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Excavating, filling, and grading for this work includes, but is not necessarily limited to:

- (1) Filling and backfilling to attain indicated grades

#### 1.2 PROJECT CONDITIONS

A. Dust Control

- (1) The Contractor shall use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site.

- (2) All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties

B. Protection

- (1) The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.

- (2) In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of the GCLBA Site Manager/Demolition Coordinator and at no additional costs to the GCLBA.

ii. Safety

- (1) The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.

iii. Permits

- (1) SEE SECTION 200.1.2.A

#### 1.3 REFERENCES

A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:  
<http://mdotwas1.mdot.state.mi.us/public/specbook/2012>

B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: [http://www.michigan.gov/mdot/0,1607,7-151-9622\\_11044\\_39444---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444---,00.html); copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).



## Part 2 - PRODUCTS

### 2.1 FILL MATERIAL

- A. All fill material except for MDOT Class II Granular Material (excluding blue clay), shall be subject to the approval of GCLBA/GCLBA's Representative.
- B. For Approved fill material, notify the GCLBA Representative in advance of the intention to import material, its location and the GCLBA's name, address and telephone number.
- C. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as backfill or fill is uncontaminated.

The following tests shall be performed for each separate borrow source of backfill material, to verify that it is free of contamination if certification is not provided:

- (1) Volatile Organics (Method 8260);
  - (2) Semi-Volatile Organics (Method 8270); and
  - (3) Pesticides/PCBs (Method 8080); and
  - (4) Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.
- D. Any fill material obtained from off-site sources shall be free from contamination. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants.
  - E. Fill materials shall be free of rocks or lumps larger than six (6) inches in greatest dimension.
  - F. Pulverized building materials or debris shall not be used as fill material.
  - G. Fill from off-site shall be from a commercial source or approved by the GCLBA's representative.
  - H. Top Soil
    - i. Six (6) inches of screened top soil must be applied to each lot. (Topsoil must be free of pulverized building materials and construction debris.)
    - ii. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as topsoil is uncontaminated.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
- C. Protect existing trees to remain.

### 3.2 DEWATERING

- A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- B. Protect subgrades from softening and damage by rain or water accumulation.

### 3.3 EXCAVATION

- A. Explosives: Do not use explosives.
- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

### 3.4 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

### 3.5 APPROVAL OF SUBGRADE

- A. Notify GCLBA's representative when excavations have reached required subgrade.
- B. When GCLBA's representative determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the GCLBA's representative.

### 3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
  - (1) Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.7 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
  - (1) Receipt of approval to proceed from local municipality building inspector.
  - (2) Acceptance of removals below finish grade.
  - (3) Removal of trash and debris from excavation.
  - (4) Removal of temporary shoring and bracing and sheeting

### 3.8 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

- (1) Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverized, moisture-condition or aerate soil and re-compact to require density.
- C. Place fill in layers to an elevation of between 8" to 18" above adjacent undisturbed ground.

### 3.9 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or back fill layer before compaction to within 2 percent of optimum moisture content.
  - (1) Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - (2) Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

### 3.10 COMPACTION

- A. Place backfill and fill materials in layers not more than 18 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by the GCLBA's representative. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction if approved by the GCLBA's representative. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

### 3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - (1) Provide a smooth transition between existing adjacent grades and new grades.
  - (2) Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water to adjacent right-of-ways. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

### 3.12 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCLBA/GCLBA's Representative.

- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
  - (1) Scarify or remove and replace material to depth directed by the GCLBA's representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the Project correction period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
  - (1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the GCLBAs property.

### 3.14 PAYMENT

- A. The work of excavating, filling, and grading shall be included in the lump sum project costs. The work of grading shall include all labor, materials and equipment necessary for filling and compaction the subgrade prior to placing any improved surface. **Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.**

**END OF SECTION 00300**

## **SECTION 400 – BUILDING DEMOLITION**

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Condition and Division 1 Specifications Sections, apply to this section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - (1) Demolition and removal of building, basements, and foundations.
  - (2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
- B. Related Sections: The following contain requirements that relate to this Section.
  - (1) Division 1 Section "Soil Erosion-Sedimentation Control".

- (2) Division 2 Section "Excavating, Filling and Grading" for soil materials, excavating, backfilling, and site grading.

### 1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the GCLBA's property.
- B. Existing to Remain: Protect items indicated to remain against damage during demolition.

### 1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the GCLBA's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

### 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
  - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.
- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

### 1.6 QUALITY ASSURANCE

- A. Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.
- B. Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

### 1.7 PROJECT CONDITIONS

- A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
- B. Buildings to be demolished will be vacated and their use discontinued before start of work.
- C. GCLBA assumes no responsibility for actual condition of the buildings to be demolished

(1) Conditions existing at time of inspection for bidding purpose will be maintained by GCLBA as far as practical.

D. Storage or sale of removed items or materials on-site will not be permitted

E. Landfill Disposal:

(1) Contractor shall supply GCLBA with a copy of landfill and disposal receipts.

## PART 2-PRODUCTS (Not Applicable)

## PART 3-EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Perform surveys as the Work progress to detect hazards resulting from demolition activities.

### 3.2 PREPARATION

- A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - i. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the GCLBA and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
  - i. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - ii. Protection existing site improvements, appurtenances, and landscaping to remain.
  - iii. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

### 3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.

### 3.4 POLLUTION CONTROLS

Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857(C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820) Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

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

All demolition operations conducted by the Demolition Contractor are to be in compliance with application provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act(42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - i. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- D. Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the GCLBA. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

### 3.5 DEMOLITION

- A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
  - (1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

- (2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - (3) Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
  - (4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
  - (5) Remove air-conditioning equipment without releasing refrigerants.
  - (6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
- Basement Excavation
- (1) Below grade structures foundation/basement floor shall be totally removed.
- C. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.
- D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- E. Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. **Any** damage to surrounding buildings or property will be repaired by the Contractor at his expense.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials of GCLBA's property and legally dispose of them.
- D. Contractor shall supply GCLBA with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must be supplied to the GCLBA in a timely manner to insure payment will be paid in a timely manner.

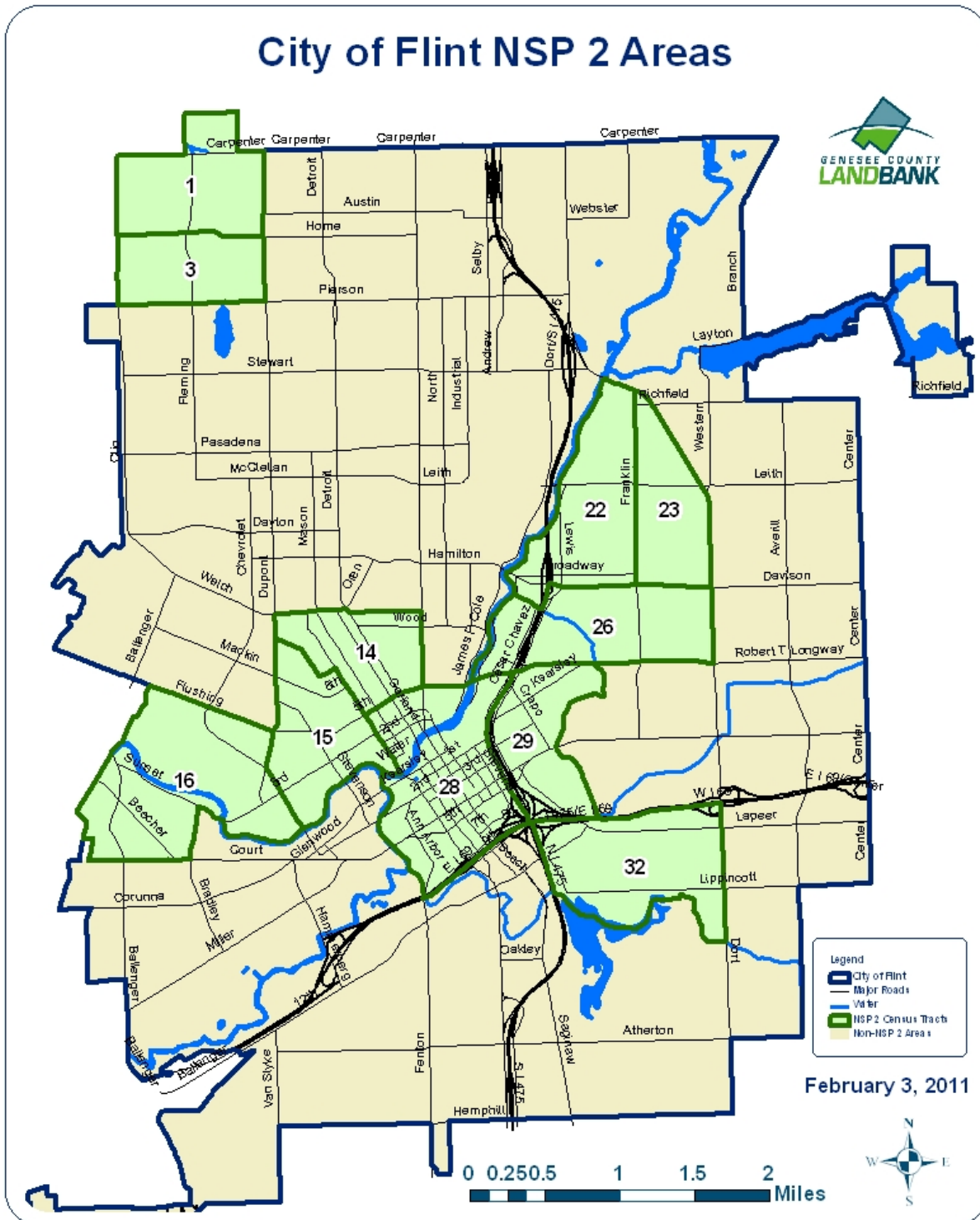
### 3.7 MEASUREMENT & PAYMENT

- A. The work of Building Demolition shall not be paid for separately but shall be included in the lump sum of project costs.

**END OF SECTION 300**



# APPENDIX 2: MAP AND BOUNDARIES OF NSP2 TARGET AREA



## **APPENDIX 3 – FEDERAL AND COUNTY REGULATIONS**

## Federal Requirements

The above-referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements and Section 3 of the Housing and Urban Development Act.

Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County Community Development Block Grant (CDBG) projects:

### Labor Standards Requirements

- Genesee County Labor Standards
- Genesee County Bid Procedures
- Federal Labor Standards Provisions (Form HUD-4010)

### Equal Employment Opportunity Requirements

- Equal Employment Opportunity Clause
- Standard Federal Equal Employment Opportunity Construction Contract Specifications
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- Participation Goals for Minorities and Females

### Minority/Women/Handicap Business Enterprise Requirements

- Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures
- Genesee County MBE/WBE/HBE Outreach Form
- Genesee County Office of Equity & Diversity Certified Businesses and Minority Directory

### Section 3 Clause Requirements

- Section 24 CFR, Part 135.38 and HUD Grant Agreement (Section 3)
- Certification for Business Concerns Seeking Section 3 Preference in Contracting
- Resident Opportunity for Section 3 Eligibility

### Applicable Federal Acts, Guidelines and Orders

- Architectural Barriers Act of 1968 Provision
- Accessibility Guidelines for Buildings and Facilities
- Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
- Wetlands Protection Clause Executive Order 11990

### Davis-Bacon Act Requirements

- Project Wage Decision

## GENESEE COUNTY LABOR STANDARDS

- **Contract under \$2,000**

*No Labor Standards required.*

- **Contract exceeds \$2,000**

Notify County for Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications at least two weeks before advertising for bids. Obtain approval of Genesee County Community Development Program staff at 810-257-3010 ***prior to advertising bid opportunities.***

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at 810 257-3010 to establish preconstruction meeting ***immediately after contract has been awarded.***

## GENESEE COUNTY BID PROCEDURES

- **Contract for Services/ Emergency Repairs/ Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be certified as Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period. New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

- **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be certified as MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice must be sent to the Flint Housing Commission, to the attention of the Section 3 Coordinator, for construction and/or rehabilitation activities.

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Equity & Diversity Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Bid notice must be sent to the Flint Housing Commission, to the attention of the Section 3 Coordinator, for construction and/or rehabilitation activities.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient **must submit written justification and obtain approval** of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Bid notice must be sent to the Flint Housing Commission, to the attention of the Section 3 Coordinator, for construction and/or rehabilitation activities.

- **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff

2. Pre-bid meeting with GCMPC staff

3. Staff to provide Wage Decisions for bid packet for construction activities

- **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement

4. Publish Bid Notice

5. Submit bid tabulation to GCMPC staff

6. Award bid to lowest responsible bidder

7. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present

8. A copy of any signed contract assisted with Federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 223, 1101 Beach Street, Flint, MI 48502

Telephone: 810-257-3010

Fax: 810-257-3185

[www.gcmpe.org](http://www.gcmpe.org)

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246, as amended -41 CFR Part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246 - 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith

effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.



h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to

keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246 - 41 CFR PART 60-2)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation in Each Trade

Time Table: Until Further Notice    Trade: All Trades    Goal (Percent): 12.6%

Goals for Female Participation in Each Trade

Time Table: Until Further Notice    Trade: All Trades    Goal (Percent): 7.0%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

PARTICIPATION GOALS FOR MINORITIES AND FEMALES  
(Office of Federal Contract Compliance Programs (OFCCP)  
Technical Assistance Guide for Federal Construction Contractors, Appendix E)

Contractors may establish higher goals if they desire. Although a contractor is required to make good faith efforts to meet their goals, the goals are not quotas and no sanctions are imposed solely for failure to meet them. The following factors explain the difference between permissible goals, on the one hand, and unlawful preferences, on the other:

- Participation rate goals are not designed to be, nor may they properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin.
- Goals are neither quotas, set-asides, nor a device to achieve proportional representation or equal results. Rather, the goal-setting process is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunity.
- Goals under Executive Order 11246, as amended, do not require that any specific position be filled by a person of a particular gender, race, or ethnicity. Instead, the requirement is that contractors engage in outreach and other efforts to broaden the pool of qualified candidates to include minorities and women.
- The use of goals is consistent with principles of merit, because goals do not require an employer to hire a person who does not have the qualifications needed to perform the job successfully, hire an unqualified person in preference to another applicant who is qualified, or hire a less qualified person in preference to a more qualified person.
- Goals may not be treated as a ceiling or a floor for the employment of members of particular groups.
- A contractor's compliance is measured by whether it has made good faith efforts to meet its goals, and failure to meet goals, by itself, is not a violation of the Executive Order.

## MINORITY/WOMEN/HANDICAP BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); HOME Investment Partnerships Program (HOME); and Supportive Housing Program (SHP) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(l) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Genesee County Office of Equity & Diversity Certified Businesses and Minority Business Directory* can be found at <http://www.gc4me.com/employment/services.php> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach form in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

- **APPENDIX 4 –SAMPLE CONTRACT**

**NSP2 Contract for**  
**DEMOLITION AND DISPOSAL OF RESIDENTIAL/COMMERCIAL STRUCTURES SERVICES**

**THIS CONTRACT** made and entered into (MONTH) (DAY), 2012, between (NAME OF BUSINESS ENTITY) hereinafter referred to as the "Contractor" conducting business at (BUSINESS ADDRESS), and the Owner, GENESEE COUNTY LAND BANK (GCLBA) conducting business at 452 S. Saginaw Street – 2nd Floor, Flint, Michigan 48502, hereinafter referred to as "GCLBA".

GCLBA desires to engage the Contractor to perform the Demolition and Disposal of Residential/Commercial Structures TIAL/COMMERCIAL Structures Services for the following bid list(s) (Name of bid list(s)) located in Flint, Michigan as an independent contractor and not as an employee(s) of and for the GCLBA. This Contract is intended to define the business relationship between the two entities with regards to general demolition and disposal services undertaken for the Neighborhood Stabilization Program 2 (NSP2) Program.

**REPRESENTATIVES OF GCLBA AND CONTRACTOR.** Douglas K. Weiland, Executive Director of the GCLBA has the authority to act as a liaison for the administration of this contract on behalf of the GCLBA, (NAME OF AUTHORIZED BUSINESS REPRESENTATIVE), has the authority to act on behalf of the Contractor, (NAME OF BUSINESS ENTITY).

**AUTHORITY TO ENTER INTO A CONTRACT.** The GCLBA received funding under the Neighborhood Stabilization Program 2 (NSP2) to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. The Michigan NSP2 Consortium received \$223,875,339. The Michigan State Housing Development Authority (MSHDA), as lead applicant, 12 city governments, and eight county land banks work together to remove blight, address vacancy and foreclosures, and reposition neighborhoods in targeted NSP2-eligible census tracts. MSHDA allocated \$201,487,805 to place properties back in productive use and \$22,387,534 in administrative fund for MSHDA, Cities and Lands Banks to share.

The City of Flint received \$15,772,344 and the GCLBA received \$10,710,994 for a total award amount of \$26,483,338 to assist the targeted census tracts in City of Flint. Based upon the factors above, the GCLBA has the authority to enter into this contract.

**TERM OF CONTRACT.** The respective duties and obligations of the contracting parties is for a period beginning (MONTH) (DAY), 2012. The end date of term of service will be determined by the scope of services, but not later than NOVEMBER 2, 2012, unless agree to in writing by both parties. At which time payment in full by the GCLBA will be made to the Contractor.

**LIABILITY AND WORKERS COMPENSATION INSURANCE.** Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence; Professional Liability with limits not less than \$1,000,000 per occurrence and \$1,000,000 in general aggregate must be carried by the Contractor during the term of contract and the GCLBA must be named as second insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

**ORDER TO PROCEED.** An Order To Proceed will be issued within 10 days of this contract execution.

**SECTION 3.** The Contractor will comply with the **Section 3 Clause** as described in **Attachment A**. By signing this contract the Contractor is providing a Statement of Assurances that they will comply with these Federal Contract Provisions and other requirements set forth in this contract.

**SCOPE OF WORK.** The Contractor will provide labor and/or materials for the work as outlined on the contract/estimate proposal dated, (MONTH) (DAY), 2012, including (REFERENCE TO ATTACHEMENT, SCOPE, etc.).

**FEES AND PAYMENT.** The GCLBA will pay the Contractor a fixed price not to exceed **\$(AMOUNT OF CONTRACT)**. The GCLBA will not pay for services beyond the available in the NSP2 Program or the contract amount, unless agreed to, in advance and in writing, by both parties to this Contract. Payment to Contractor is made by the GCLBA on a net 30 day cycle upon receiving invoices.

**FEDERAL REQUIREMENTS.** GCLBA and the Contractor implementing the Michigan NSP2 Consortium must follow the Community Development Block Grant (CDBG) Program rules and regulations, unless stated otherwise in the May 4, 2009 of the Federal Register Notice [Docket No. FR-5321-N-01] regarding [Title XII of Division A of the American Recovery and Reinvestment Act of 2009](#), which is posted on: <http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2nofa.pdf>.

**EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor (Contractor) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for Employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;



recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**RIGHTS TO INVENTIONS Made Under a Contract or Contract.** Contracts or Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms. Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

**CLEAN AIR ACT** (42 U. S.C. 7401 et seq.) and the **FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251 et seq.), as amended. For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.). Violations are reported to the Federal awarding agency and the Regional Agency (EPA).

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

**DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**FAIR HOUSING.** Contractors must comply with the Fair Housing Act Title VIII of the Civil Rights Act of 1968 as amended and the Genesee County Land Bank Authority Fair Housing Policy as stated: "Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual orientation or disability, is a fundamental policy of the Genesee County Land Bank Authority (GCLBA). GCLBA is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing activities. As a county governmental authority undertaking housing activities, GCLBA has an ethical as well as legal imperative to work aggressively to ensure that GCLBA housing programs comply fully with all local, state and federal fair housing laws."

**INTEREST OF THE GCLBA AND LOCAL PUBLIC OFFICIALS.** The undersigned certifies, to the best of his or her knowledge and belief that: no member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the administration of the NSP 2 Program, no other officer or employee or public official of the GCLBA, who exercises such functions or responsibilities, and no member of the City Government of the City of Flint, shall have any interest, direct or indirect, in this Contract. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the GCLBA.

**RETENTION AND ACCESS TO RECORDS.** The Contractor shall maintain for a period of five (5) years all supporting documents, financial records, statistical records and all other records pertinent to this contract. GCLBA, the State of Michigan, U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

**ARBITRATION CLAUSE.** In the event that any dispute arises over the performance, within eighteen (18) months of the end of the contract, interpretation or application of this Contract or alleged breach of it, the matter shall be submitted to arbitration. Each of the parties shall select one person, excluding relatives, as a member for the arbitration panel. The two persons so selected shall choose a third person to chair the arbitration panel. If the two arbitrators cannot agree on a third arbitrator, the GCLBA shall select a third member from a list of persons willing to arbitrate such disputes. The three member arbitration panel shall promptly meet and hear the dispute and shall expeditiously decide the matter upon a simple majority in writing. The decision of the arbitration panel shall be binding upon the parties and shall be enforceable by any court of competent jurisdiction. The GCLBA shall have the power to disburse from funds held by it based upon the arbitrators' written decision.

**TERMINATION.** This Contract may be terminated upon mutual Contract of the parties upon 30 days notice. If the Contract is terminated, the GCLBA will pay for services completed, up to the date of the termination, deemed with the terms of this contract. If the Contract is terminated, the Contractor will provide the GCLBA all pertinent records, data and information created up to the date of the termination to which the GCLBA, under the terms of this contract, is entitled.

**MODIFICATION OF CONTRACT.** No modification of this Contract will be made except by the written addendum, signed by the Contractor and the GCLBA.

**NOTICES.** Any notices or modifications given under this contract will be in writing and served personally or sent by certified or registered mail. Such notice is effective upon receipt by the other party.

Notices for the OWNER/GCLBA should be sent to: Doug Weiland, Executive Director  
GENESEE COUNTY LAND BANK AUTHORITY  
452 S. Saginaw Street, 2<sup>nd</sup> Floor  
Flint, Michigan 48502

Notices for the Contractor should be sent to: (NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)  
(NAME OF BUSINESS ENTITY)  
(ADDRESS OF BUSINESS ENTITY)

**CONTRACT ENTERED INTO BY:**  
GENESEE COUNTY LAND BANK AUTHORITY (NAME OF BUSINESS ENTITY)

\_\_\_\_\_  
Douglas K. Weiland, Executive Director

\_\_\_\_\_  
(NAME & TITLE OF AUTHORIZED BUSINESS REPRESENTATIVE)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
Witnessed by:

Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Federal Identification Number: \_\_\_\_\_  
License Number: \_\_\_\_\_

### SECTION 3 CLAUSE

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

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

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

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

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

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

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

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