



Genesee County Land Bank Authority Blight Elimination Program

Request for Proposals– Inspection of Environmentally
Hazardous Materials for Residential and Commercial
Demolitions in the City of Flint & Genesee County

BID NUMBER: LB 15-003

DUE DATE: Tuesday, February 17, 2015 at 3:00 pm EST

As part of the Hardest Hit Fund, a partnership between:

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



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REQUEST FOR PROPOSALS

INSPECTION OF ENVIRONMENTALLY HAZARDOUS MATERIALS FOR RESIDENTIAL AND COMMERCIAL DEMOLITIONS IN THE CITY OF FLINT & GENESEE COUNTY

INTRODUCTION

A. Overview

Demolition of residential and commercial structures is being undertaken as an approved eligible activity under the Genesee County Land Bank Authority (GCLBA) Demolition Program. GCLBA invites the submission of proposals from contractors experienced and licensed to conduct pre-demolition inspections of environmentally hazardous materials for residential and commercial structures in the City of Flint and Genesee County. Funding sources for services to be provided include but are not limited to:

- Community Development Block Grant
- Neighborhood Stabilization Program
- Hardest Hit Fund

Qualified hazardous material inspection 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. GCLBA invites the submission of proposals from environmental consultants with expertise, experience and licensed to conduct inspections of Environmentally Hazardous Materials from residential and commercial structures.

Addendums to this RFP can be found at www.thelandbank.org under the tab *Current Bids*. Please check any updates to this proposal.

Companies with demonstrated experience in the scopes 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. 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 MBE/WBE/DVBE 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 15-003

DUE DATE: Tuesday, February 17, 2015 @ 3:00 pm EST

All inquiries relating to this RFP should be directed in writing to Lucille James, Demolition Program Manager, Genesee County Land Bank, 452 S. Saginaw Street, 2nd Floor, Flint, Michigan 48502; or 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. Proposals will be scored on the evaluation criteria set forth in this RFP. 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 the funding sources identified.

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 Respondent(s) will start work on or around February 23, 2015 depending on the readiness of the projects. Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending October 31, 2015, or until the funds are exhausted, whichever comes first. Work will be released in batches with a Notice to Proceed. All work must be completed by and final paperwork and payment requests must be submitted to the Demolition Program Manager by the dates specified in Notice to Proceed.

D. Background

The GCLBA recently received over \$2.0 million dollars from Neighborhood Stabilization Program 2 (NSP2) through the Michigan State Housing Development Authority (MSHDA), Community Development Block Grant (CDBG) funds for demolition through the City of Flint and Hardest Hit Funds for demolition through MSHDA and the Department of Treasury.

This program will require all demolitions to be completed by end of October 2015. Therefore, GCLBA will be requesting a large volume of work in a short time frame and will need contractors with capacity and the ability to meet quick turnaround deadlines. Contractors are expected to be able to handle the GCLBA's needs and be very responsive to GCLBA staff requests.

E. Federal Regulations and 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, MDEQ, 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. Michigan Accredited Asbestos Building Inspector Certification
3. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
4. OSHA 8-hour refresher HAZWOPER Re-certification
5. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
6. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013)

http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf

7. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
8. 29 CFR 1910.1200 – Hazard Communication
9. 40 CFR Part 261- EPA Regulations
10. HUD Title X parts 1012-1013
11. Federal Labor Standards and Provisions
12. Equal Opportunity Clause
13. Section 3 Clause (See Attachment E)
14. HUD Contract and Subcontract Activity
15. Copeland Anti-kickback Act
16. Bidders Insurance Requirements (Attachment A)
17. Genesee County Labor Standards
18. And other Regulations Referenced throughout this document and attachments

PROFESSIONAL SERVICE REQUIREMENTS

A. Scope of Work

GCLBA seeks sealed proposals from qualified respondents to provide the scope of services described below on residential and commercial structures located in targeted neighborhoods in the City of Flint and surrounding communities. See *Appendix 2- Boundaries and Maps*. Applicants can respond to the proposal/ scope of services described below:

Inspection of environmentally hazardous materials from Residential Structures

During the contract period through October 31, 2015, GCLBA anticipates up to 150 hazardous material inspections across the Demolition Program areas.

The purpose of the survey is to locate and identify potential hazardous materials present within the building, or within close proximity to the building, that may require removal and disposal, or other consideration, before a structure is demolished. Structures need to be surveyed for the following materials:

- Asbestos containing building materials (ACM);
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB);
- Potentially hazardous or regulated materials/waste located in containers or drums;
- Potential mercury containing equipment

During preparation of the survey an inspection should be performed to assess and evaluate the presence of hazardous material at the property. As part of the inspection the following methodology should be used for ACM:

1. A survey should be performed to determine the extent and location of ACM in the survey area. The survey should be qualitative and quantitative in that an attempt should be made to locate accessible friable, non-friable and non-ACM areas, as well as an estimate of the amount of ACM. All accessible areas of the survey area should be inspected. **Sampling of Category I & II non-friable ACM including flooring and roofing materials is required. Material cannot be assumed, must be sampled (this is a recent change in program requirements).**
2. Bulk samples of all suspect ACM shall be collected by a Michigan Accredited Asbestos Inspector. Samples shall be collected in a safe manner. As required, limited destructive sampling (i.e. interior wall or ceiling demolition) should be conducted as a part of this assessment in order to gain access to suspected ACM.
3. Per EPA recommended sampling guidelines, bulk samples shall be collected in each homogenous area encountered. Homogenous area is defined as an area of material that is uniform in color, texture, and appearance.
4. Samples of suspect ACM shall be analyzed by an accredited National Voluntary Laboratory Accreditation Program via polarized light microscopy and dispersion staining following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology Bulk Asbestos Handbook.
5. In an effort to minimize costs, contractor/consultant shall utilize first positive stop analysis methodologies.
6. Upon completion of the field inspection, and receipt of laboratory data contractor/consultant shall prepare a report that will include: (a) a general description of the ACM identified, (b) a determination of the quantity of materials observed, and diagrams indicating the location of the materials and sampling, (c) a description of the physical assessment of friable, non-friable and thermal insulating materials, (d) a discussion regarding the quality assurance and quality control as well as methodology, (e) laboratory testing results, and (f) photos of hazardous materials and conditions limiting the scope of survey, along with written descriptions of any limitations. Reports shall be available in PDF format with color photographs.

The survey for polychlorinated biphenyls (PCBs), potential mercury containing equipment, and containers that may contain hazardous or regulated/wastes shall be completed according to the following procedures:

1. Inspect the accessible areas of the building for potential hazardous materials such as PCB containing light ballasts, transformers, and mercury light bulbs and switches.
2. Inspect the interior and exterior areas of the building to identify the location of containers, drums, batteries, oil water separator basins, or other features that may contain potentially hazardous or regulated materials/waste. Label identified containers for removal.
3. Note appropriate information identified during this inspection and provide recommendations for the disposal of equipment or containers identified as containing PCBs, mercury, or potentially hazardous or regulated/waste.

Bidders Pricing List Requirements

Bidders are required to provide: a flat rate fee for inspections based on the type of structure (see structure types below). Bidders shall identify the number of samples included with the flat rate fee in their proposal.

1. Single Family Residential Structures
2. Residential duplexes
3. Commercial Structures

Additional Sampling

Bidders shall include a cost for additional samples, per sample.

Rush pricing

Bidders shall include a price for rush sampling and the timeframe(s) for properties that are considered rush samples and how that differs from the standard sampling process and timeframe.

Limited or No Inspection

Bidders shall include a price for inspection, or non-inspection, of structures that turn out to be occupied, burned to the foundation, collapsing and therefore unsafe to survey, or vacant lots.

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Proposal, GCLBA will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

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:

Evaluation Factors	Maximum Points
<p>Ability to Meet Production Goals within Timelines</p> <p>The bidder's demonstration of understanding of scope of work, readiness to proceed and availability to complete work assigned within timeframes required.</p>	40
<p>HUD Section 3</p> <p>Contractor provides letter from the City of Flint or Genesee County Metropolitan Planning Commission certifying them as a Section 3 Business Concern</p>	5
<p>Local Contractor</p> <p>Points awarded to contractors that are located in Genesee County</p>	5
<p>Price</p> <p>The ability to demonstrate reasonable costs in performing scope of work identified in the RFP.</p>	50

SUBMITTAL REQUIREMENTS

RFP responses must be submitted both via hard copy and electronic copy. Each respondent shall submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy 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. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for period indicated.

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 Form 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. Minimum Qualifications of Bidders

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

1. Evidence of Financial Stability: The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist 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.
2. Evidence of Insurance: The bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, nonowned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice. A certificate of insurance must be included with submission of qualifications. **(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured.**
3. 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.)
4. Experience: Bidders must have a minimum of **five* (5) years** of proven experience providing professional licensed hazardous material inspection services. ***Required by the State of Michigan.**
5. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):
 - Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
 - Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).

- Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
 - Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.
6. Capacity: The bidder must have the capacity to complete the number projects that is required by the GCLBA on a weekly basis.
Hazardous Material Inspection: Complete thirty (30) or more hazardous material inspections per week.
 7. 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)
 8. 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.
 9. Michigan Accredited Asbestos Building Inspector Certification
 10. Staff certifications in 40-hour and 8-hour OSHA HAZWOPER
 11. Copy of Laboratory Certificate of Accreditation to ISO/IEC 17025:2005
 12. Certification Form Note (Attachment G)

C. Information Required of Bidders

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 for more information) including previous experience with other Land Banks.
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 inspections on a weekly basis. Must provide an itemized list of the firm's equipment, number of employees and number of inspections that can be completed in one week. (See Attachment D for Capacity Experience and Evaluation Criteria & Scoring Section)
5. Pricing proposal. The contractor should provide a fixed price fee schedule including unit rates to the GCLBA for all work and services provided (please complete Attachment D)
6. Reporting format to facilitate use of information collected to complete demolition. (Please provide a sample report.)
7. Respondents should state whether they are a Section 3 business enterprise, or a business located in Genesee County. If so, please provide certification letter from the City of Flint or Genesee County Planning Commission. If you have not received a letter/response, please complete forms in Attachment E & G.

SELECTION PROCESS

The Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein and Demolition Program 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.

IMPORTANT DATES

Bids Due	Tuesday, February 17, 2015
Notice of Award	Thursday, February 19, 2015
Contract Signed	On or around Friday, February 20, 2015
Start Work	On or around Monday, February 23, 2015
Work Complete	On or before October 31, 2015 (additional work may continue as needed)
Final Paperwork and Payment Request	On or before October 1, 2015

QUESTIONS

Questions regarding this RFP should be submitted in writing via email to Lucille James at ljames@thelandbank.org.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00 pm on Tuesday, February 17, 2015. 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. 2nd Floor
Flint, MI 48502

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- RFP Submittal Requirements Checklist
- Please provide the Submittal Requirements as stated in Section 7. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections:
 - Section 7-A: Letter of Interest
 - Section 7-B: Information Required from Bidders
 - 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 Accredited Asbestos Building Inspector Certification
 - Staff certifications in 40-hour and 8-hour OSHA HAZWOPER
 - Copy of Laboratory Certificate of Accreditation to ISO/IEC 17025:2005
 - 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)
 - HUD Section 3, if applicable (Attachment E & G) or Section 3 letter from the City of Flint or Genesee County
 - RFP Submittal Requirements Checklist
 - Any other State License and/or Certification that is deemed necessary
 - Received Addendum(s): _____

ADDITIONAL INFORMATION

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 – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H – MEDC – COMMUNITY VENTURES FLYER

APPENDICES

- 1 – MDEQ – NESHAP PROGRAM
- 2 - MAP AND BOUNDARIES OF TARGET AREAS
- 3 – FEDERAL AND COUNTY REGULATIONS
- 4 - SAMPLE CONTRACT

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

- | Coverages Required | Limits (Figures denote minimums) |
|--|---|
| 1. Workers' Compensation | \$500,000 or Statutory limits of Michigan – whichever is greater |
| 2. Employers Liability | \$100,000 accident/disease
\$500,000 policy limit, disease |
| 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 |
| 5. Products/Completed operations | \$1,000,000 per occurrence with \$2,000,000 aggregate |
| 6. Contractual liability | \$1,000,000 general aggregate (gen. agg.) |
| 7. Explosion, Collapse, Subsidence | Excess Policy with limits at least \$2,000,000 |
| 8. Automobile liability
Owned, hired, nonowned | \$1,000,000 combined single limit each
accident-Owned, hired, nonowned |
| 9. Authoritys and Contractors Protective | |
| 10. 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. | |
| 11. 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. | |
| 12. The certificate must state bid number and title | |

A copy of the insurance certificate with the Genesee County Land Bank listed as a certificate holder is required and must be attachment to the response to this proposal.

Bidder's Statement

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

Bidder

Signature



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 C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to GCLBA is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

_____ **Will** be responding to this RFP.

_____ **Will not** be responding to this RFP, but to remain on the Genesee County Land Bank approved contractors list. *(Please return only this form)*

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Email: _____ Phone: _____

Federal Identification Number: _____ License Number: _____

NAME OF AUTHORIZED REPRESENTATIVES FOR SUBCONTRACTORS:

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

(Typed Name of Subcontractor's Authorized Representative) *(Title)*

ATTACHMENT D - UNIT RATE PRICING BID TAB

If you have any questions, please send your questions by email to:
 ljames@thelandbank.org.

Inspection of Environmentally Hazardous Materials	Count	
Number of Hazardous Material inspections completed in a week period		
How long will it take to complete a report?		
How many reports can you forward to us at a time?		
Fee Per Structure type	Cost	# of Samples/report
Single Family Residential Structures		
Residential Duplexes		
Commercial Structures		
Occupied/No Inspection (Burned to foundation, unsafe, vacant lot)		
Additional Sampling:	Cost	Per Sample
Cost per sample		
Cost for rush pricing - Per Sample or Per Order		
Cost for rush pricing for 24-hour turnaround		
Cost for rush pricing for 36-hour turnaround		
Additional Costs		
<i>Is there a mobilization fee? (Yes or No)</i>		
- Cost of mobilization?		
<i>Is there a reinspection fee? (Yes or No)</i>		
- How much to reinspect?		
Cost for additional oversight if needed?		Per Hour

Any additional costs associated with Hazardous Material Inspections?

Support Tasks	Cost

Unit Cost Tasks	Unit Cost/hour

Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around February 23, 2015. Properties/projects will be release to Contract(s) in batches and to fully complete on or before the timelines/schedules will be specified in each Notice to Proceed as issued.

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, at any time prior to actual abatement, 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).

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

ATTACHMENT E: Section 3 Clause and City of Flint and the U. S. Department Housing and Urban Development (HUD) Section 3 Business Certification Program Information

To become Section 3 Certified, bidders can use either Option A or Option B, as provided below:

Option A: City of Flint Section 3 Business Certification Program - Contact City of Flint's Department of Community and Economic Development at (810) 766-7436 for information regarding their Section 3 Business Certification Program. Download the following forms from the Genesee County Land Bank's website for the City of Flint's Section 3 Certification Program.

City of Flint Section 3 Certification Program forms are as follows:

- Certification for Resident Seeking Section 3 Training and Employment
- Mott Workforce Development Contact Information Sheet
- Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity
- Genesee County Land Bank Section 3 Reporting form (Program requirement regardless of contractors Section 3 status, all contractors must fill out this form with payment requests)

SUBMIT THESE FORMS TO THE CITY OF FLINT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO BECOME SECTION 3 CERTIFIED

Option B: U. S. Department of Housing and Urban Development (HUD) - To become a Section 3 certified business, bidders are encouraged to access HUD's website at <http://portal.hud.gov/hudportal/HUD?src=/section3businessregistry> .

The website allows bidders to self-register as a Section 3 business by completing an on-line “Register for Section 3 Self Certification” form. Within two weeks of completing the form, HUD will either mail or email the bidder’s Section 3 Certification forms. If needed, bidders can also, contact HUD at the following address, telephone number, and email address for additional information:

U.S. Department of Housing and Urban Development
Economic Opportunity Division, Region V
451 Seventh Street, SW Room 5232
Washington, DC 20410
Bruce Bailey
Bruce.e.bailey@hud.gov
(202)402-6249

GENESEE COUNTY LAND BANK IS ACCEPTING LETTERS FROM THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO VERIFY SECTION 3
CERTIFICATION

SUBMISSION OF LOW-INCOME EMPLOYEE INFORMATION:

Bidders are required to submit the following information with their RFP regarding their low-income employees:

- a. List of low-income employees
- b. Date of hire
- c. Position

Samples of type of eligible Section 3 positions are as follows:

Construction: cement/masonry, demolition, electrical, engineering, fencing, heating, machine operation, painting, and surveying;

Administrative Management: accounting, payroll, research, bookkeeping, purchasing, and word processing;

Services: marketing, janitorial, photography, catering, landscaping, printing, computer/information, manufacturing, and transportation.

FY 2014 Median Family Income for Flint and Genesee County MSA - \$53,300

**Section 3
Maximum Income Limits**

Number in Household	Extremely Low Income (30%)	Very-Low Income (50%)	Low Income (60%)
One Person	\$11,200	\$18,700	\$21,850
Two Person	\$12,800	\$21,350	\$25,000
Three Person	\$14,400	\$24,000	\$28,100
Four Person	\$16,000	\$26,650	\$31,200
Five Person	\$17,300	\$28,800	\$33,700
Six Person	\$18,600	\$30,950	\$36,200
Seven Person	\$19,850	\$33,050	\$38,700
Eight Person	\$21,150	\$35,200	\$41,200

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 _____, 2015.

Signature _____

Printed name _____

Notary Public, State of Michigan, County of Genesee

My commission expires _____

ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE _____ SBE _____

LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s):

Check all that apply: White _____ Black _____ Hispanic _____

Asian _____ Native American _____

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

(See other side for explanation)



Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following: 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California, 2) one or more disabled veterans own 51% percent of the firm, 3) the management and control of the daily business operations are by one or more disabled veterans, and 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.



**Michigan Employers
and the MEDC**

...Working Together!

Community Ventures

*Michigan employers and the Michigan Economic Development Corporation
... a unique partnership to provide jobs for structurally unemployed individuals.*

Here's how the wage incentive works for your full-time, permanent employees:

*Community Ventures
Monthly Wage Incentive
\$500 x Number of
Employees*

Monthly Example

\$10 x 160 hours

**Monthly Wages
= \$1,600**

\$1,600 - \$500 = \$1,100

**Your Monthly Wage Cost
= \$1,100**

**Examples of
Annual Grant Awards**

Grant amount your company could receive based on number of employees who are eligible for the Community Ventures program.

5 employees =	\$25,000
10 employees =	\$50,000
15 employees =	\$75,000
20 employees =	\$100,000
25 employees =	\$125,000
100 employees =	\$500,000

Advantages for Employers

Employer Wage Incentive Under Community Ventures' guidelines, Michigan employers who agree to hire structurally unemployed people (from key target communities) in permanent, full-time positions will **receive a one-time \$5,000 wage reimbursement incentive for each employee. The grant is paid in monthly installments.**

Pre-Screened Talent Community Ventures is designed to ensure that both employers and companies are well-matched. Community Ventures works with the local Michigan Works agencies to provide job applicants who reside in target areas. **In the Flint area the target areas are Flint, Burton, Mt. Morris, and Mt. Morris Township.** Michigan Works will pre-screen applicants for you to interview.

Employee Retention Services Another key component of our program is the availability of **supportive services and resources** to help individuals who are hired at your company to remain successfully employed.

Streamlined Process Our wage reimbursement process is streamlined to make it as easy as possible for employers. **We require a monthly wage verification form with copies of pay stubs for each employee and an invoice on your company's letterhead.**

Contact

Valerie Jemerson, Project Coordinator-Flint
Community Ventures
810-233-5627, extension 140
517-488-5101 (cell)
jemersonv@michigan.org

APPENDIX 2: MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – NESHAP PROGRAM

A. NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH – ONE STOP SUBMITTAL INSTRUCTIONS

The Department of Environmental Quality is pleased to announce the ability to submit the **Notification of Intent to Renovate/Demolish** form on-line. You will be able to submit electronically by accessing and using the Michigan Business One Stop site. We have made enhancements to help better serve you. To get started click the following link:

<http://www.michigan.gov/business>

If you are a new user you will need to register. This is a one-time registration for your business. Instructions with graphics are attached. For questions with navigation call the toll free # for Michigan Business One Stop Customer Assistance Center is 1.877.766.1779 (M - F, 7 am - 6 pm).

You will now see the following page.



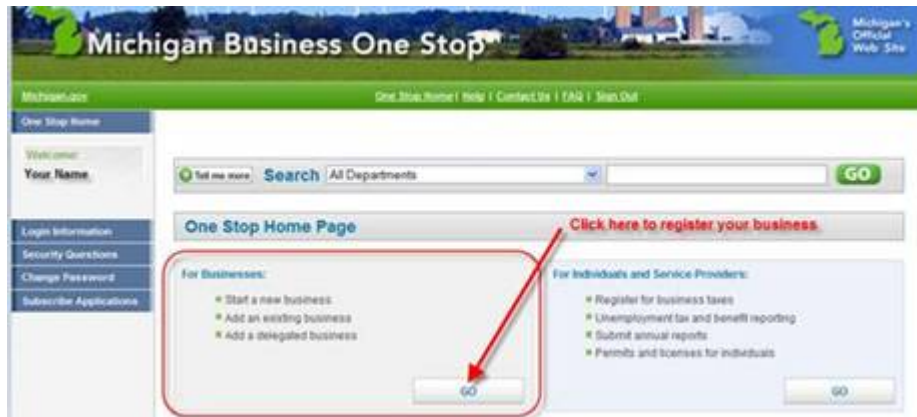
From here you can:

- Access One Stop tutorials
- Take the One Stop tour
- Try the One Stop simulator

For new users, you will need to register for a One Stop identification and password. This process can be started by clicking on the GO button under the Start & Register section.

For registered users with a user ID and password (or after registering) you can enter your user ID and password in the provided entry fields and click the GO button under the Registered User section.

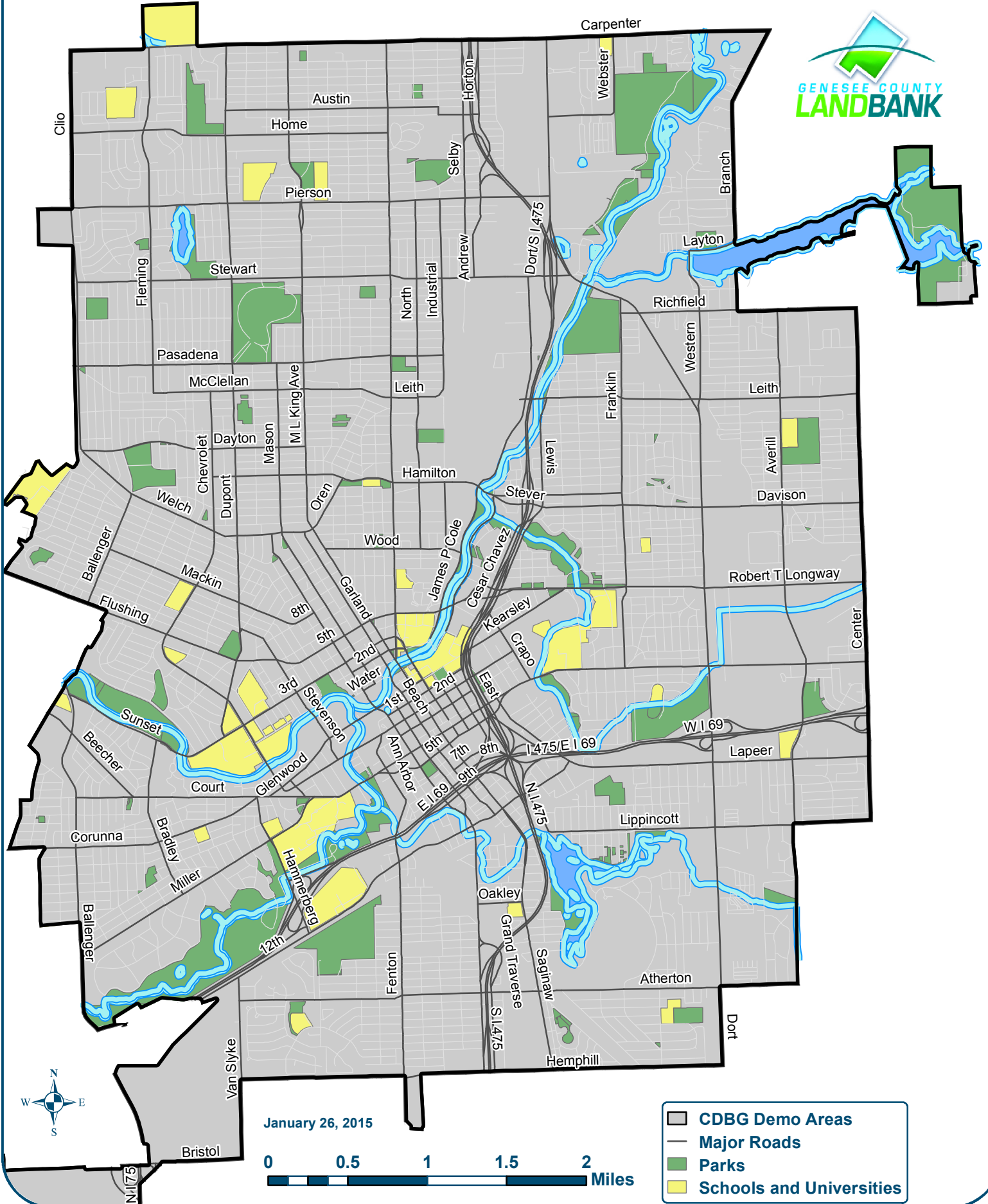
Your final step is to register your business by clicking on the GO button under the For Business section.



Follow the instructions to register your business in One Stop. This is a onetime process that you may need your papers and documents from creating your business.

Asbestos NESHP Program
Technical Programs Unit
Michigan DEQ-Air Quality Division

CDBG Map of Flint for Procurement

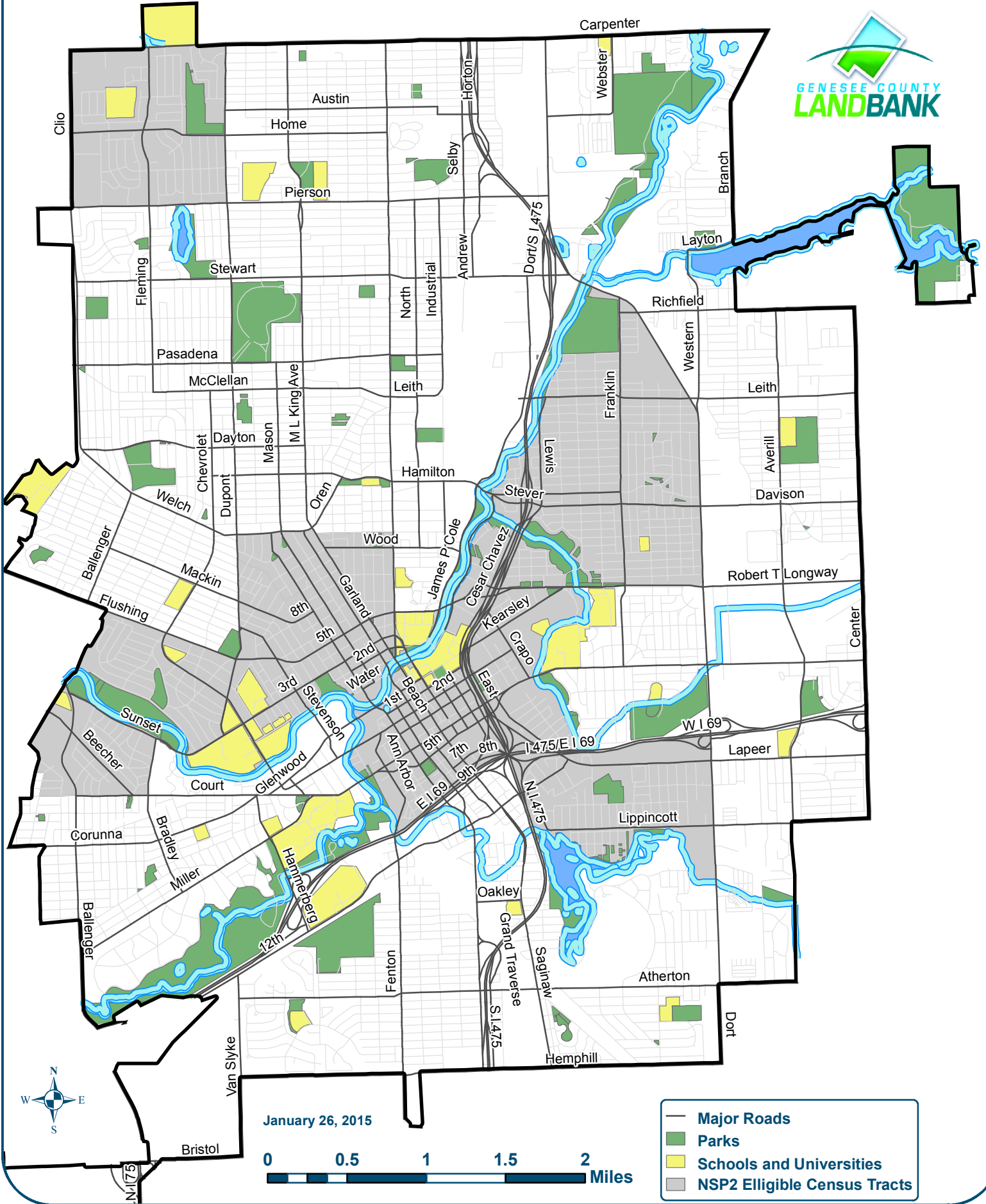


January 26, 2015






- CDBG Demo Areas
- Major Roads
- Parks
- Schools and Universities

NSP2 Areas City of Flint Map

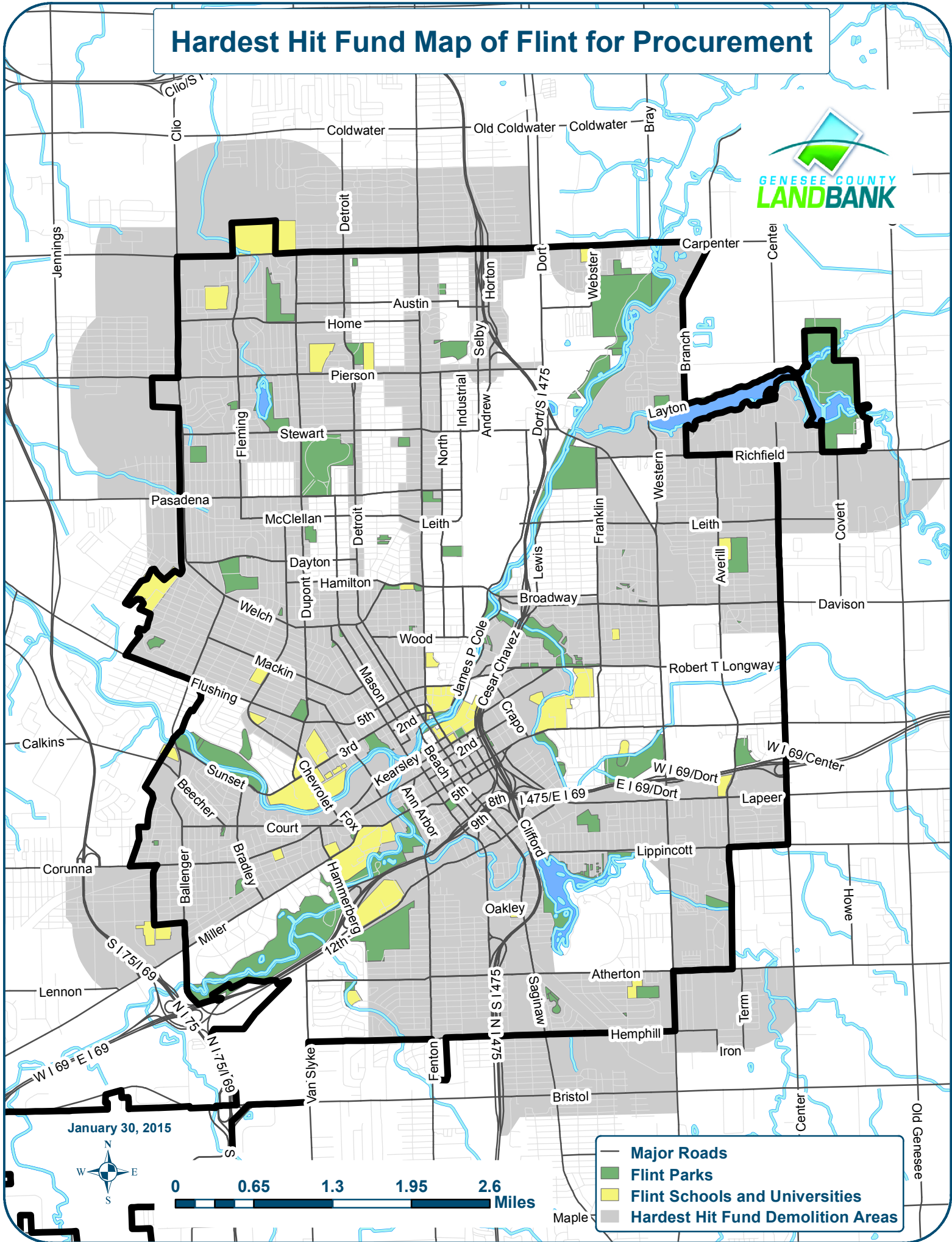


January 26, 2015



-  Major Roads
-  Parks
-  Schools and Universities
-  NSP2 Eligible Census Tracts

Hardest Hit Fund Map of Flint for Procurement



January 30, 2015



-  Major Roads
-  Flint Parks
-  Flint Schools and Universities
-  Hardest Hit Fund Demolition Areas

APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

1. Federal Labor Standard Provisions
2. Equal Opportunity Clause (Executive Order 11246)
3. Genesee County Prevailing Wage Policy

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 I(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 I(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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 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 of 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 only 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 he or she 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 subpara-

graph (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 sub paragraph (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 only 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, 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 subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

"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, 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 agreement 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."

GENESEEE COUNTY POLICIES PREVAILING WAGE POLICY

1. Every contract executed with the County of Genesee or with a contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, ancestry, sex, or age.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the County of Genesee, on projects of a character similar to that being contracted, under collective agreements or understandings between bona fide organizations or construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates or wages and fringe benefits shall be made a part of the specifications for the work to be performed. Such schedule may be the minimum wage and fringe benefit scale for Genesee County compiled and published by the Building and Construction Trades Department of the AFL-CIO.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the names and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided by state and federal law.

5. Any interested party may challenge the performance of the contractor or subcontractor of the covenants of paragraph 2 above by filing a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As used herein,

a. "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation a lessee or sub-lessee of land owned by Genesee County.

b. "Contract" means any agreement, as a result of competitive Proposals or otherwise, for new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, works, bridges, highways or roads, which is to be performed in Genesee County and either on County of Genesee property or financed by or through the County of Genesee.

c. "Construction mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office, or custodial employees, and shall not include Genesee County employees who are working pursuant to a collective bargaining agreement between said County and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, title 40, section 276a et seq.) or which contain provisions requiring the payment of prevailing wages as determined by the Department of Labor pursuant to P.A. 166 of 1965, as amended, MCL 408.551 et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations or construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by Genesee County shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of buildings, works, bridges, highways, or roads on such property shall be considered work on public buildings, works, bridges, highways, or roads, within the meaning or provision 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this Board of Commissioners that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The Genesee County Purchasing Agent, the Genesee County Controller, and the Genesee County Chief Engineer, are hereby directed to effectuate this resolution, on behalf of this Board, within their respective spheres of responsibility.

11. The Genesee County Clerk is hereby directed to forward to each Genesee County board, commission, elected official, agency, and department, a copy of this resolution and a notation of the adoption of same.

12. The previous resolution of this Board concerning payment of prevailing wages, as adopted on June 23, 1969, and as set forth as pages 337 through 339 of the compiled 1969 Proceedings of this Board, is hereby rescinded."

Resol. #79-558

Approved 10/23/79

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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).

APPENDIX 5 – SAMPLE CONTRACT

(FUNDING SOURCE) Contract for DEMOLITION AND DISPOSAL OF RESIDENTIAL/COMMERCIAL STRUCTURES SERVICES

THIS CONTRACT made and entered into (MONTH) (DAY), 2013, between (NAME OF BUSINESS ENTITY) hereinafter referred to as the "Contractor" conduction 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 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 (FUNDING SOURCE) 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 recently received \$23.8 million from the State of Michigan: \$20.1 million in Hardest Hit Fund (HHF) through the Michigan State Housing Development Authority (MSHDA) and \$3.7 million in Michigan Blight Elimination Grant (MBEG) funds for demolition through the Michigan Land Bank in partnership with MSHDA, and the Department of Human Services.

TERM OF CONTRACT. The respective duties and obligations of the contracting parties is for a period beginning (MONTH) (DAY), 2013. The end date of term of service will be determined by the scope of services, but not later than NOVEMBER 27, 2013, 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 Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, nonowned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice 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), 2013, 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 (FUNDING SOURCE) 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.

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). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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.

LIQUIDATED DAMAGES. CONTRACTOR and the GCLBA recognize that time is of the essence for this Contract and that GCLBA will suffer financial loss if the Work is not completed within the times specified in the Term of Contract, plus any extensions thereof allowed in accordance of Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by GCLBA if the Work is not completed on time. Accordingly, instead of requiring any such proof, GCLBA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay GCLBA \$250.00 for each day that expires after the time specified in the Term of Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by GCLBA, CONTRACTOR shall pay GCLBA \$250.00 for each day that expires after the time specified in the Term of Contract for completion and readiness for final payment until the Work is completed and ready for final payment.

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, 2nd 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: _____

ATTACHMENT A

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.
 - D. 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.
 - E. 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.
 - F. 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.
 - G. 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.
-