



Genesee County Land Bank Authority Community Development Block Grant

Request for Proposals– Demolition and Disposal of
the former Brookstone Valley Apartments, 3456
Flushing Rd, Flint Township, in Genesee County

BID NUMBER: #LB: 12-006

DUE DATE: Monday, August 13, 2012 at 3:00 pm EST

The above referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968.



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REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS–DEMOLITION & DISPOSAL OF THE FORMER BROOKSTONE VALLEY APARTMENTS, 3456 FLUSHING RD, FLINT TOWNSHIP IN GENESEE COUNTY.

INTRODUCTION

A. Overview

This Request for Proposals (“RFP”) is being issued by Genesee County Land Bank Authority (GCLBA) in its capacity as manager of the Community Development Block Grant Program for the Charter Township of Flint (TOWNSHIP). GCLBA invites the submission of proposals from contractors experienced and licensed to conduct the demolition and disposal of the former Brookstone Valley Apartments, 3456 Flushing Road, located in Flint Township, Genesee County.

IT IS THE RESPONSIBILITY OF THE RESPONDENTS TO FULLY READ AND UNDERSTAND REQUEST FOR PROPOSAL PRIOR TO SUBMISSION. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

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

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 scope of work defined in this RFP and with an interest in making their services available to the TOWNSHIP and its representative GCLBA, are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is State licensed and certified in accordance with provisions authorized under the Housing and Community Development Act of 1974 and capable of providing the specified services (*See Appendix 3*). 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/TOWNSHIP is seeking to encourage participation by respondents who are Minority/Women/Handicap Business Enterprise (MBE/WBE) or Section 3 business enterprises.

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA/TOWNSHIP or any respondents. GCLBA/TOWNSHIP reserves the rights, 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/TOWNSHIP 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 TOWNSHIP/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 TOWNSHIP/GCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

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

PROPOSAL REQUEST NUMBER: #LB 12-006

DUE DATE: Monday, August 13, 2012 @ 3:00 pm EST

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

There will be a **mandatory** pre-bid meeting on **Tuesday, July 31, 2012 at 10:00 am** in the Land Bank Conference Room, located at Genesee County Land Bank, 452 S. Saginaw Street, 2nd Floor, Flint, Michigan 48502

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 Charter Township of Flint from the date set for opening will be considered non-responsive and will be rejected.

The TOWNSHIP/GCLBA reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the TOWNSHIP/GCLBA's interest. It is the TOWNSHIP/GCLBA's intent to award the project to the lowest responsive and responsible contractor for the proposal. The TOWNSHIP 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 CDBG.

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

Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Friday, October 5, 2012 and **not to exceed \$185,000**. All work must be completed by Friday, September 28, 2012 or no later than six (6) weeks following the Notice to Proceed, whichever is later and final paperwork and payment requests must be submitted to the Charter Township of Flint, Attn: Kim Courts, Clerk by Friday, October 5, 2012 or a week after completion date, whichever is later.

D. Background

The Community Development Block Grant Program (CDBG) was developed as a result of Title I of the Housing and Community Development Act of 1974. The primary objective of the Community Development Block Grant Program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities for people of low and moderate income. All activities carried out under the Community Development Block Grant program must meet one of the three national objectives:

1. Benefiting low and moderate income persons.
2. Aiding in the elimination or prevention of slum and blight
3. Addressing an urgent community need

Genesee County receives an annual allocation of CDBG funds to carry out several different community development activities directed at neighborhood revitalization, economic development, and the improvement of community facilities. Genesee County acts as the administrator of these funds and is responsible for their proper use and tracking. The County ensures that funds are utilized for projects that are in compliance with the rules and regulations of this program set by the United States Department of Housing and Urban Development (HUD).

Genesee County is a CDBG Entitlement Community, and the Charter Township of Flint is a sub-recipient of the CDBG award and will coordinate with the GCLBA with the demolition of the former Brookstone Valley Apartment Complex.

E. Federal Regulations

Award recipients implementing the Genesee County Metropolitan Planning Commission Community Development Block Grant must follow the Community Development Block Grant (CDBG) Program rules and regulations.

The above referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968 (See Appendix 3).

The CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFP. All CDBG funds must be spent on specific eligible activities.

PROFESSIONAL SERVICE REQUIREMENTS

A. Scope of Work

GCLBA/TOWNSHIP seeks sealed proposals from qualified respondents to provide the scope of services described below on apartment building structures (10 buildings and a garage – 4100, 4200, 4300, 4400, 4500, 4600, 4700, 4800, 4900 & 5000) located at the former Brookstone Valley Apartments, 3456 Flushing Road, located in Flint Township, Genesee County. See *Appendix 2 –Map of Complex*. Applicants can respond to the proposal/ scope of services described below (*See Appendix 1 for full scope of work*):

Summary of Scope of Work: Demolition and disposal of Residential/Commercial

GCLBA anticipates the demolition and disposal of the structures located at the former Brookstone Valley Apartment Complex, not to exceed the grant amount of \$185,000. Three (3) of the ten buildings (*4500, 4700 & 5000*) have been deemed to provide imminent danger of failure or collapse of a building and are unsafe to enter. These buildings will need to be demolished as asbestos containing. The purpose of this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures at the location above.

1. DESCRIPTION

- a. This project consists of building and site demolition and disposal of buildings and basement/foundation including backfill of the excavation, secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government) and disconnect water and sewer utilities or cap wells and abandonment of septic per Genesee County Health Department requirements. Unless otherwise identified by GCLBA.
- b. The 3 apartment buildings in the complex have been deemed unsafe to enter and are considered emergency demolitions. Contractor is responsible disposing of all building materials as asbestos containing materials and must be taken to a Type 2 landfill within 24 hours upon completion of demolition of said structures. All non-emergency structures (7 buildings plus garage) may be taken to a type 3 landfill. Receipt from landfill shall be documented and identified the specific structures for which the demolition materials came from. This receipt should accompany the invoice for payment.

- c. Wetting shall occur as necessary during demolition of all structures. Equipment used for wetting must provide a minimum of 50 pounds PSI with one-inch hose. Contractor must provide water.
 - d. A licensed abatement company and NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.
 - e. Requirements of the work are contained in the Scope of Work (*Appendix 1*), and include cross-references to published information, which is not necessarily bound herewith.
 - f. Without force and effect on requirements of the Scope of Work (*Appendix 1*), a description of the work of the Contract can be summarized as follows:
 - i. Site and Building Demolition
 - 1. Locate property corners and lot lines to accurately set limits of demolition.
 - 2. Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and trees, bituminous and/or concrete paving and miscellaneous debris on the site.
 - ii. Protection of Trees
 - 1. It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished.
 - iii. Concrete Sidewalks/Drive Approach
 - 1. Access to the property for demolition work shall be limited to an area as designated by the GCLBA/TOWNSHIP's site manager. Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point.
 - 2. Concrete, asphalt and/or gravel driveways are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk.
 - iv. Site Restoration
 - 1. Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Section 200, Part 2 - Products.
 - v. Except for items indicated to remain on the GCLBA's property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally.
2. WORK SCHEDULE
- a. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical gas, cable, water, storm sewer, sanitary sewer, etc.) has been completed prior to start of demolition.

- b. Immediately after contract award the General Contractor shall submit to the GCLBA for review a tentative schedule of completion dates and work plan for the above referenced work.
 - c. Contractor shall notify the GCLBA's representative 72 hours in advance of subcontractor being on site and provide the subcontractor(s) company name, address, telephone & fax number.
 - d. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Charter Township of Flint, Attn: Kim Courts, Clerk, 1490 South Dye Road, Flint, MI 48532. Furnish to the TOWNSHIP copies of all endorsements that are subsequently issued amending coverage or limits.
 - e. Completion dates are provided in the contract documents.
3. CONTRACTOR USES OF PREMISES
- a. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access points are as designated by the site manager.
 - b. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
 - i. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
 - ii. Drive approaches located between the sidewalk and curb must be left as is.
 - iii. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.
 - c. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
 - d. Any fallen trees, trash, debris and/or brush must be removed from site.
4. ADJUSTMENTS TO BID
- a. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the TOWNSHIP, or environmental hazards are found, at any time prior to actual demolition, the Authority reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).

B. Additional Requirements

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

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

1. Certification Form Note
2. OSHA 29 CFR 1926- Construction Industry Standards
3. 24 CFT 570.208
4. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
5. 29 CFR 1910.1200 – Hazard Communication
6. 40 CFR Part 261- EPA Regulations
7. HUD Title X parts 1012-1013
8. Federal Labor Standards and Provisions
9. Davis-Bacon Act
10. Equal Opportunity Clause
11. Section 3 Clause (See Attachment E)
12. HUD Contract and Subcontract Activity
13. Copeland Anti-kickback Act
14. Bidders Insurance Checklist (Attachment A)
15. Genesee County Labor Standards
16. And other Regulations Referenced throughout this document and attachments

EVALUATION CRITERIA AND SCORING

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

Proposal/ Evaluation Criteria for Scope of Work:

Demolition and disposal of residential/commercial structures located in Genesee County outside the City of Flint

1. Pricing Proposal (20 points)

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

2. Specialized experience in Community Development Block Grant Program (CDBG) (20 points)

One (1) to four (4) year of experience working with Community Development Block Grant Program (CDBG) and Local Government	5 Points
Five (5) to nine (9) years of experience working with Community Development Block Grant Program (CDBG) and Local Government	10 Points
Ten (10) to fourteen (14) years of experience working with Community Development Block Grant Program (CDBG) and Local Government	20 Points
Greater than fifteen (15) years of experience working with Community Development Block Grant Program (CDBG) and Local Government	25 Points

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

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

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

Demonstrated capacity and experience to complete the project within the allotted time	15 Points
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5. Demonstrated Understanding of the CDBG and Local Government's needs as described in the respondents scope of work (15 points)

SUBMITTAL REQUIREMENTS

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

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

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

The Respondent or any subcontractors **shall not** be allowed to participate on this project if they are listed on the TOWNSHIP/GCLBA Suspended/Debarred Vendor List, U.S. Department of Housing and Urban Development Consolidated List of Debarred, or Suspended and Ineligible Contractors and Grantees.

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

A. Letter of Interest

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

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

B. Threshold Requirements

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

1. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
2. Evidence of Insurance: Commercial General Liability with limits not less than \$2,000,000; Workers Compensation and Employers Liability with limits not less than \$500,000; Automobile Liability with limits not less than \$1,000,000 per occurrence; and, Professional Liability with limits not less than \$1,000,000. (See Attachment A)
3. State licensed and certified in accordance with provisions authorized under the Housing and Community Development Act of 1974.
4. Michigan Builders License or Maintenance and Alterations license with house wrecking – In the name of principal and if co-partnership
5. Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist the TOWNSHIP in determining the Respondent's financial condition. TOWNSHIP is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
6. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project. (See Attachment B)
7. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the TOWNSHIP/GCLBA. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Bid Bond in the amount of five percent (5%) of their total bid amount.
9. Performance Bond: Ability to secure Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Provide a specific Performance Bond in the amount of the Contract as required by 1956 PA 32 as amended 1963 PA 213, being MCL 129.201, for public work in the State of Michigan. 1) *The Performance Bond shall contain no statute of limitations.* 2) *The Performance Bond shall contain a clause that if the Contractor performs as agreed in the Contract, the bond is void; otherwise it remains in full force and effect.* Provide a Labor and Material Payment Bond in the amount of the Contract in compliance with Michigan Statute 1963 PA 213. 1) *Bond shall state on its face, that it is in compliance with the Michigan Statute 1963 PA 213.*
10. Certification Form Note (Attachment C)

C. Main Proposal

Please provide the following information. (*You can use Attachment G or create your own format*):

1. Experience and capacity to implement scope of work described in Scope of Services. Please ensure you are including information for TOWNSHIP 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 CDBG activities.
3. The qualification of assigned project staff and subcontracts, including (a) relevant professional and educational experience, (b) identification of specific staff individuals with experience managing demolition projects, and (c) identification of landfills and disposal sites who will participate in the project. (d) Past projects will be reviewed to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.
4. Capacity to complete the project within six (6) weeks. (See RFP scoring criteria)
5. Pricing proposal. The contractor should provide a fixed price fee schedule including unit rates to the TOWNSHIP for all work and services provided, not to exceed \$185,000. (See Attachment D)
6. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.

SELECTION PROCESS

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

QUESTIONS

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

MANDATORY PRE-BID MEETING

There will be a **mandatory** pre-bid meeting on **Tuesday, July 31, 2012 at 10:00 am** in the Land Bank Conference Room, located at Genesee County Land Bank, 452 S. Saginaw Street, 2nd Floor, Flint, Michigan 48502

SUBMITTAL DUE DATE

Responses to this RFP are **due by 3:00 pm on Monday, August 13, 2012**. Each Respondent is responsible for labeling the exterior of the sealed envelope containing

the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. **Hard copies must be delivered to:**

**Kim Courts, Clerk
Charter Township of Flint
1490 South Dye Road
Flint, MI 48532**

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Certification Form Note
- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Evidence of Insurance
- State License and or Certification
- Michigan Builders License or Maintenance and Alterations license with House Wrecking
- Evidence of Financial Stability
- Bid Bond (In the amount of five percent (5%) of total bid amount)
- References (Attachment B)
- Conflict of Interest Statement & Supporting Documentation
- Description of Company
- Capacity of Company
- Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
- MBE/WBE, Local Hiring, HUD Section 3, if applicable (Attachment E)
- RFP Submittal Requirements Checklist

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

ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECKLIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION FORMS
- F – CONFLINT OF INTEREST / NON-COLUUSION AFFIDAVIT

ATTACHMENT A

GENESEE COUNTY BIDDERS INSURANCE CHECKLIST

Bid Title: INSPECTION OF RESIDENTIAL/COMMERCIAL STRUCTURES IN GENESEE COUNTY

Coverages Required

Limits (Figures denote minimums)

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

Insurance Agents Statement

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

_____ The above policies carry the following deductibles:

_____ Liability policies are **occurrence** ___ **claims made** ___

_____ Insurance Agent

_____ Signature

Bidder's Statement

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

_____ Bidder

_____ Signature

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

ATTACHMENT B: LIST OF REFERENCES (3)

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Budget: _____

ATTACHMENT 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)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

ATTACHMENT D: UNIT RATE PRICING BID COVERSHEET & BID TAB

Company Name: _____

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

Demonstration of Capacity

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

Number of employees: _____

List of equipment: _____

BID TENDER SUMMARY – **TOAL BID NOT TO EXCEED \$185,000**

(Buildings: 4100, 4200, 4300, 4400, 4500, 4600, 4700, 4800, 4900, 5000 & Garage)

	BID LIST #1
TOTAL LUMP SUM BID AMOUNT	\$

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

Signed this _____ day of _____, _____

(Name of Contractor/ Authorized Representative)

(Signature of Contractor /Authorized Representative)

(Contractor Address)

(Phone)

(Email)

BID/TENDER FORM #LB 12-006

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

FOR: Invitation to Bid #LB 12-006 Demolition and Disposal of the former Brookstone Valley Apartments, 3456 Flushing Rd, Flint Township, in Genesee County:

DATE: _____
NAME OF
BIDDER: _____
ADDRESS _____
TELEPHONE: _____

TO: Charter Township of Flint (hereinafter called "TOWNSHIP")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the demolition and disposal of the former Brookstone Valley Apartments, 3456 Flushing Rd, Flint Township, having examined Bid #LB: 12-006 prepared by the Genesee County Land Bank Authority (hereinafter called "GCLBA"), and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 12-006, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

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

The Bidder recognizes that this project has an NOT TO EXCEED bid amount of \$185,000 and the Charter Township of Flint may cancel this bid if the bids receive exceeds \$185,000.

UNIT PRICE FOR DEMOLITION WORK

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

Brookstone Valley Apartments 3456 Flushing Road Flint, MI 48504 Parcel No: 07-10-501-033 Flint Township	<u>Bid Price</u> <u>TOAL BID NOT TO EXCEED</u> <u>\$185,000</u>
• Building 4100	\$
• Building 4200	\$
• Building 4300	\$
• Building 4400	\$
• Building 4500	\$
• Building 4600	\$
• Building 4700	\$
• Building 4800	\$
• Building 4900	\$
• Building 5000	\$
• Garage	\$
TOTAL BID	\$

Bidder Name: _____

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or before August 24, 2012, contingent on the cut and plug of utilities - gas and electric and abatement of environmental hazards; and to fully complete on or before September 28, 2012.

Bidder understands that the TOWNSHIP/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 TOWNSHIP, or environmental hazards are found, at any time prior to actual demolition, the TOWNSHIP 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 TOWNSHIP within 10 days.

Bidder acknowledges receipt of following addenda:

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

CERTIFICATION OF SITE VISIT

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

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

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

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

P.O. Box (if applicable) _____

Street _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

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

_____ Individual
_____ Co-Partnership
_____ Corporation Incorporated under the laws and State

of _____

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

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

This Bid Proposal is submitted in the name of:

(Name of Contractor)

By _____

Title _____

Signed and sealed this _____ Day of _____ 20 _____

INSTRUCTIONS: Submit this form to:
Tracy Tucker
Charter Township of Flint
1490 South Dye Road
Flint, MI 48532.

END OF SECTION

EXHIBIT 1

PROPERTY LIST FOR CUT & PLUG INFORMATION

<u>BID LIST #1 -</u>	<u>CUT AND PLUG CONFIRMATION</u>				
<u>Parcel Number</u>	<u>Property Address</u>	<u>ELECTRIC</u>	<u>GAS</u>	<u>WATER</u>	<u>SEWER</u>
07-10-501-033	Brookstone Valley Apartments 3456 Flushing Road Flint, MI 48504				
	• Building 4100				
	• Building 4200				
	• Building 4300				
	• Building 4400				
	• Building 4500				
	• Building 4600				
	• Building 4700				
	• Building 4800				
	• Building 4900				
	• Building 5000				
	• Garage				

EXHIBIT 2

PROPERTY LIST FOR SOIL EROSION PERMIT

BID LIST #1 -

<u>Parcel Number</u>	<u>Property Address</u>
07-10-501-033	Brookstone Valley Apartments 3456 Flushing Road Flint, MI 48504
	• Building 4100
	• Building 4200
	• Building 4300
	• Building 4400
	• Building 4500
	• Building 4600
	• Building 4700
	• Building 4800
	• Building 4900
	• Building 5000
	• Garage

EXHIBIT 3 - HAZARDOUS MATERIALS SUMMARY TABLE

Genesee County Land Bank

Summary Table

Global Project No.: F1485

Hazardous Materials List - Brookstone Apartments 4100-5000

	Building	Address	City	Material	Quantity	Location
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Descale	1 - 1 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Smoke Detector	23 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Brake Fluid	1 - 12 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Fire Extinguisher	3	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Aerosol	1 Can	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	PVC Cement	1 - 4 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Purple Primer	1 - 4 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Fluorescent Light	1 Circle Bulb	Kitchen, Apartment 4108 (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Fluorescent Light	1 Ballast	Kitchen, Apartment 4108 (1st Floor)
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Computer Monitor	1 Unit(s)	Kitchen, Apartment 4108 (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Smoke Detector	17 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Paint	2 - 1 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Antifreeze	1 - 1 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Propane	2 - 16 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Aerosols	4 Cans	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Shot Gun Shells	7 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Bedroom Apt 4205
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Television	3 Unit(s)	Living Room Apt 4208
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Back Bedroom Apt 4208
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Bedroom Apt 4211
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Second Floor Hallway
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Paint	1 - 1 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Smoke Detector	26 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Paint	1 - 1 Quart(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Aerosol	1 Can	Entryway (1st Floor)
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Turpentine	1 - 32 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Paint	2 - 5 Gallon(s)	Basement Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Smoke Detector	6 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Battery	1 Battery	Basement Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Propane	1 Can	Basement Hallway

Hazardous Materials List - Brookstone Apartments 4100-5000

	Building	Address	City	Material	Quantity	Location
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Smoke Detector	17 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Fire Extinguisher	2 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Wood Adhesive	1 - 1 Gallon(s)	First Floor Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	First Floor Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Brush Cleaner	1 - 32 Ounce(s)	First Floor Hallway
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Aerosol	1 Can	First Floor Hallway
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Smoke Detector	20 Unit(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Aerosols	7 Cans	Entryway (1st Floor)
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Acoustic Texture	2 - 16 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Purple Primer	1 - 4 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Pipe Cement	1 - 4 Ounce(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Transmission Fluid	1 - 1 Quart(s)	Entryway (1st Floor)
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Air Conditioner	1	Bedroom Apt. 4601
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Smoke Detector	16	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Stain	1 - 1 Quart(s)	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Toilet Bowl Cleaner	1 - Container	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Fluorescent Light	1 Circle Bulb	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Aerosol	3 Can	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Acid Bowl Cleaner	1 - 1 Gallon(s)	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Fluorescent Light	3 - 4' Bulbs	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Drain Tame	1 - 1 Quart(s)	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Light Fixture Ballast	3 Ballasts	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Ink Toner	3 Containers	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Fire Extinguisher	2 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Lighter Fluid	1 - 32 Ounce(s)	First Floor Hallway
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Air Conditioner	1 Unit(s)	Living Room Apt. 4605
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	Basement Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Paint	1 - 1 Gallon(s)	Basement Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Smoke Detectors	8 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Descale	1 - 1 Gallon(s)	Basement Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Smoke Detectors	17 Unit(s)	Second Floor Hallway
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Computer Monitor	1 Unit(s)	Second Floor Hallway

Hazardous Materials List - Brookstone Apartments 4100-5000

	Building	Address	City	Material	Quantity	Location
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Caulk	2 Tubes	Second Floor Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Fire Extinguisher	2 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Paint	1 - 5 (Gallon(s))	Basement Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Smoke Detector	7 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Aerosols	1 Can	Basement Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Paint	2 - 1 Quart(s)	Basement Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Smoke Detector	13 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Fluorescent Lights	1 Ballast	Kitchen Apt. 4812
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Fluorescent Lights	2 - 4' Bulbs	Kitchen Apt. 4812
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Computer Monitor	1 Unit(s)	Outside Building
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Basement Hallway
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Propane	1 - 16 Ounce(s)	Under Basement Stairs
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Storage Room Basement Floor
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Smoke Detector	23 Unit(s)	First Floor Entry
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	First Floor Entry
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Transmission Fluid	1 - 1 Quart(s)	First Floor Entry
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Paint	1 - 1 Gallon(s)	Living Room (Apt 4909)
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Television	1 Unit(s)	Living Room (Apt 4909)
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Paint	1 - 5 Gallon(s)	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Fluorescent Lights	6 - 4' Bulbs	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Battery	1 Battery	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Bleach	1 - 1 Gallon(s) ¼ full	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Aerosol	1 Can	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Stain	1 - 1 Quart(s)	First Floor Entrance
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Smoke Detector	24 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Fire Extinguisher	1 Unit(s)	First Floor Hallway
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Fluorescent Lights	2 - 4' Bulbs	Living Room Ceiling, Apt 5000-6
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Bleach	1 - 1 Gallon(s) ¼ full	Basement Hallway
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Paint	8 - 5 Gallon(s)	Basement Hallway
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Fluorescent Lights	8 - 4' Bulbs	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Fluorescent Lights	4 Ballasts	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Degreaser	1 - 5 Gallon(s)	Garage

Summary Table
Hazardous Materials List - Brookstone Apartments 4100-5000

	Building	Address	City	Material	Quantity	Location
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Motor Oil	1 - 5 Quart(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Antifreeze	1 - 1 Gallon(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Insect Killer	1 - 1 Quart(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Denatured Alcohol	1 - 1 Gallon(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Sheila Shine	1 - 1 Gallon(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Purple Primer	1 - 8 Ounces(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Automotive Fluid	1 - 4 Ounce(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Aerosol	2 Cans	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Smoke Detector	1 Unit(s)	Garage
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Paint	1- 1 Gallon(s)	Garage

Note:

Asbestos Containing Materials List - Brookstone Apartments 4100-5000

	Building	Address	City	ACM Material	ACM Material Location	ACM Quantity	ACM Units
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Stucco	Entryways/Hallways (walls & ceilings)	4,500	Square feet
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Stucco	Walls and Ceilings Throughout	46,500	Square feet
Brookstone Apt.	Bldg 5000	3457 Flushing Road	Flint Township	Drywall/Joint Compound	Walls and Ceilings Throughout	53,500	Square feet
Brookstone Apt.	Bldg 5000	3458 Flushing Road	Flint Township	Stucco	Apt 5000-11 Hallway/Living Room	Included above	
Brookstone Apt.	Bldg 5001	3459 Flushing Road	Flint Township	Popcorn Stucco	Apt 5000-8 Bedroom	Included above	
Brookstone Apt.	4500, 4700	3456 Flushing Road	Flint Township	Brown /Tan Floor Linoleum	4704 Kitchen, 4503 Kitchen/Hallway	200	Square feet
Brookstone Apt.	4500	3456 Flushing Road	Flint Township	Red 2" Square Pattern Linoleum	4510 Kitchen/Hallway	100	Square feet

Asbestos samples analyzed by Polarized Light Microscopy (PLM).

ACM - Asbestos Containing Material.

Asbestos containing materials are defined as materials that contain greater than one percent (>1%) asbestos.

Materials must be removed prior to demolition.

Category I Non-Friable List - Brookstone Apartments 4100-5000

	Building	Address	City	Cat I Material	Cat I Quantity	Cat I Location
Brookstone Apt.	Bldg 4100	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	3900 Square feet
Brookstone Apt.	Bldg 4200	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	5,000 Square feet
Brookstone Apt.	Bldg 4300	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	4,500 Square feet
Brookstone Apt.	Bldg 4400	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	4,500 Square feet
Brookstone Apt.	Bldg 4500	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	3,900 Square feet
Brookstone Apt.	Bldg 4600	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	3,900 Square feet
Brookstone Apt.	Bldg 4700	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	3,900 Square feet
Brookstone Apt.	Bldg 4800	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	5,000 Square feet
Brookstone Apt.	Bldg 4900	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	5,000 Square feet
Brookstone Apt.	Bldg 5000	3456 Flushing Road	Flint Township	Roof shingles and felt	Apartment Roof	4,500 Square feet
Brookstone Apt.	Garage	3456 Flushing Road	Flint Township	Roof shingles and felt	Garage Roof	580 Square feet
Brookstone Apt.	All Bldgs	3456 Flushing Road	Flint Township	Window Caulk	Window Caulk (Windows Throughout All Buildings)	175 Square feet
Brookstone Apt.	All Bldgs	3456 Flushing Road	Flint Township	Exterior Building Caulk	Exterior Siding Caulk (Exterior Siding All Buildings)	300 Square feet

Category I Non-Friable asbestos containing materials do not require abatement, but must be listed on the Michigan Department of Natural Resources and Environment 'Notice of Intent to Demolish' Form

ATTACHMENT E – SECTION 3 CERTIFICATION FORMS

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

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

Name of Business: _____

Address of Business: _____

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

Type of Work: _____

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

known as _____
(Print business name)

_____ **is not a Section 3 business (sign below)**

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

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

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

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

AND

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

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

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

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

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

Name: _____

Signature

Date

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

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

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public tax assistance program
- Copy of previous year's business income filings

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

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

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

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

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

**Genesee County
STATEMENT OF QUALIFICATIONS
SECTION 3 CERTIFICATION - BUSINESS CONCERN**

Name of Business Concern: _____

List any/all Doing Business As (DBA) _____

Address: _____

The Company is a:

Sole Proprietorship

Joint Venture

Limited Liability Corporation (LLC)

A Partnership

Corporation

Contact Information: _____

(name, telephone, fax, email) _____

Submitted by: _____ _____
Signature *Date*

1. List Owners of Business and Percentage of Ownership

Name	% Ownership
_____	_____
_____	_____
_____	_____

2. List All Employees of the Business Concern and their Job Category

Please note: A computer generated employee list can be submitted as long s it lists the employee name, job category, Part time or Full time status, and Section 3 Resident status.

Name	Full (FT) Part (P)	Job Category	Section 3 Resident?
1 _____	_____	_____	<input type="checkbox"/>
2 _____	_____	_____	<input type="checkbox"/>
3 _____	_____	_____	<input type="checkbox"/>
4 _____	_____	_____	<input type="checkbox"/>
5 _____	_____	_____	<input type="checkbox"/>
6 _____	_____	_____	<input type="checkbox"/>
7 _____	_____	_____	<input type="checkbox"/>
8 _____	_____	_____	<input type="checkbox"/>

If any current employees are considered Section 3 Residents, please provide documentation as evidence of status, as described in the Business Concern Certification Form.

Genesee County
Section 3 RESIDENT EMPLOYMENT OPPORTUNITY
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

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

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

Certification for Resident Seeking Section 3 Preference in Training and Employment

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

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

Print Name

Date

Signature

Date

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

**Section 3
Maximum Annual Income Limits**

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

ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

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

I certify that:

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

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

Signature of Contractor's Representative

Title

Contractor/Company Name

Street / P. O. Box

Telephone Number

City

State

Zip

NOTARIZATION

Acknowledged by _____ before me on the _____ day of _____, 2012

Signature _____

Printed name _____

Notary Public, State of Michigan, County of Genesee

My commission expires _____

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

C. Main Proposal

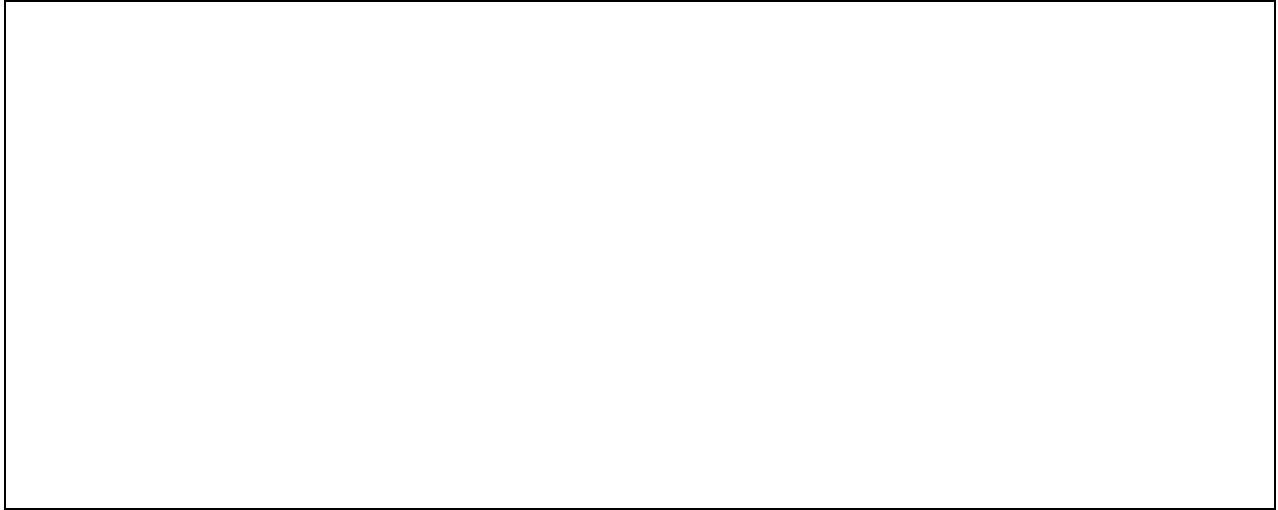
This proposal is a required component of your submittal. You can use this form or use your own format. Attach additional pages, if necessary, to provide the required information.

Please provide the following information:

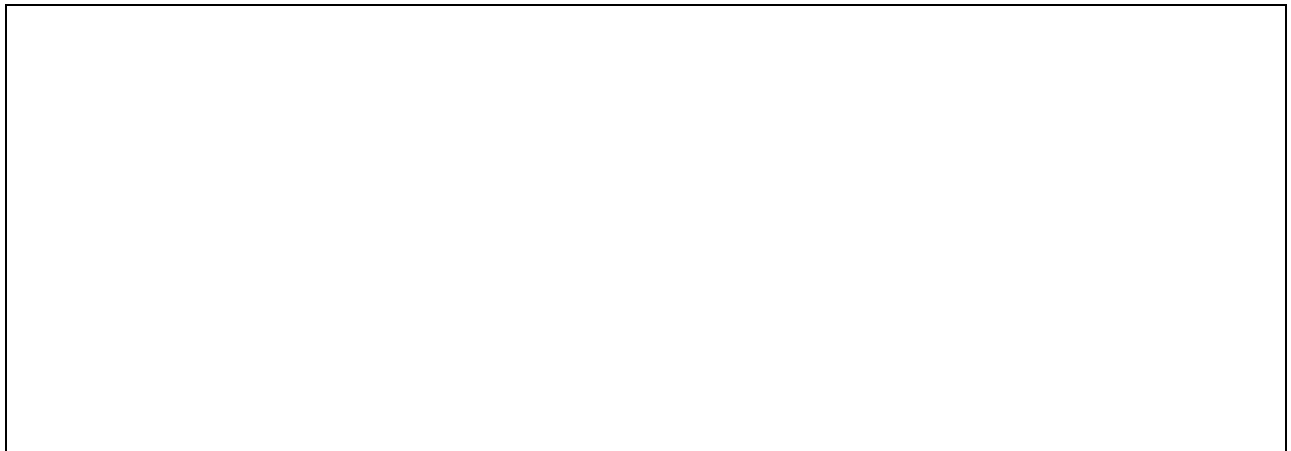
1. Experience and capacity to implement scope of work described in Scope of Services. Please ensure you are including information for GCLBA to assess your qualifications in regards to the scoring criteria set forth in this RFP.

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

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



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



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

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

APPENDICES

- 1 – SCOPE OF WORK
- 2 – MAP OF COMPLEX
- 3 – FEDERAL AND COUNTY REGULATIONS
- 4 – WAGE DETERMINATION GUIDANCE

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

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APPENDIX - 1: SCOPE OF WORK/SUMMARY OF WORK

SECTION 100 – SUMMARY OF WORK

PART 1 - GENERAL INFORMATION

1.1 DESCRIPTION

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

1.2 WORK SCHEDULE

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

1.3 CONTRACTOR USES OF PREMISES

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

END OF SECTION 100

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 Related Documents

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

1.2 DESCRIPTION

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

1.3 SCHEDULING

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

PART 2 - PRODUCTS

2.1 SEED

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

2.2 MULCH

- A. Mulch may be straw or wood fiber.

PART 3 - EXECUTION

3.1 PERFORMANCE

A. General:

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

B. Sediment Removal:

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

C. Restoration of Surface:

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

END OF SECTION 200

SECTION 300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

- (1) Filling and backfilling to attain indicated grades

1.2 PROJECT CONDITIONS

A. Dust Control

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

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

B. Protection

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

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

ii. Safety

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

iii. Permits

- (1) SEE SECTION 200.1.2.A

1.3 REFERENCES

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

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

Part 2 - PRODUCTS

2.1 FILL MATERIAL

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

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

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 DEWATERING

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

3.3 EXCAVATION

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

3.4 STABILITY OF EXCAVATIONS

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

3.5 APPROVAL OF SUBGRADE

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

3.6 STORAGE OF SOIL MATERIALS

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

3.7 BACKFILL

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

3.8 FILL

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

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

3.9 MOISTURE CONTROL

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

3.10 COMPACTION

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

3.11 GRADING

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

3.12 PROTECTION

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

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

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

3.14 PAYMENT

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

END OF SECTION 00300

SECTION 400 – BUILDING DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - (1) Demolition and removal of building, basements, and foundations.
 - (2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.
 - (3) If structures have been deemed unsafe to enter and are considered emergency demolitions. Contractor is responsible disposing of all building materials as asbestos

containing materials and must be taken to a Type 2 landfill within 24 hours upon completion of demolition of said structures.

B. Related Sections: The following contain requirements that relate to this Section.

(1) Division 1 Section "Soil Erosion-Sedimentation Control".

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

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the GCLBA's property.

B. Existing to Remain: Protect items indicated to remain against damage during demolition.

C. Wetting: Wetting shall occur as necessary during demolition of all structures. Equipment used for wetting must provide a minimum of 50 pounds PSI with one-inch hose.

1.4 MATERIALS OWNERSHIP

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

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.

B. Proposed dust-control measures.

C. Proposed noise control measures.

D. Schedule of demolition activities indicating the following:

(1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

E. Inventory of items to be removed and salvaged.

F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.

B. Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
- B. Buildings to be demolished will be vacated and their use discontinued before start of work.
- C. GCLBA assumes no responsibility for actual condition of the buildings to be demolished
 - (1) Conditions existing at time of inspection for bidding purpose will be maintained by GCLBA as far as practical.
- D. Storage or sale of removed items or materials on-site will not be permitted
- E. Landfill Disposal:
 - (1) Contractor shall supply GCLBA with a copy of landfill and disposal receipts.

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

- ii. Protection existing site improvements, appurtenances, and landscaping to remain.
- iii. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS

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

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

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

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

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

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

3.5 DEMOLITION

- A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
- (1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - (2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - (3) Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
 - (4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
 - (5) Remove air-conditioning equipment without releasing refrigerants.
 - (6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.
- B. If structures have been deemed unsafe to enter and are considered emergency demolitions. Contractor is responsible disposing of all building materials as asbestos containing materials and must be taken to a Type 2 landfill within 24 hours upon completion of demolition of said structures.
- (1) Receipt from landfill shall be documented and identified the specific structures for which the demolition materials came from. This receipt should accompany the invoice for payment.
 - (2) Wetting shall occur as necessary during demolition of all structures. Equipment used for wetting must provide a minimum of 50 pounds PSI with one-inch hose. Contractor must provide water.
 - (3) A licensed abatement company and NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:
- Basement Excavation
- (1) Below grade structures foundation/basement floor shall be totally removed.
- D. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.
- E. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- F. Special Conditions

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

3.6 DISPOSAL OF DEMOLISHED MATERIALS

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

3.7 MEASUREMENT & PAYMENT

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

END OF SECTION 300

Genesee County Pre-Demolition Environmental Inspection Summary

**Brookstone Apartments Buildings 4100-5000
3456 Flushing Road
Flint Township, Michigan**



Year Built:	N/A	Square Footage:	11,622 – 14,820
Latitude:	N 43° 01' 47.11"	Longitude:	W 83° 44' 41.47"
Gas:	N/A	Electric:	N/A

Comments: Ten apartment buildings with three separate floor plans. Each building is a three-story building with eleven and twelve one or two bedroom apartments and a basement floor laundry/storage room. The ten buildings each consist of wood framed multi-family structures with brick veneer and wood siding.

Inspected By: Mark Keyes

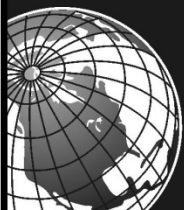
Julie Herrick

Robert Dunlap

Inspected On:

April 9, 2012 and

April 13, 2012



**GLOBAL
ENVIRONMENTAL
ENGINEERING INC.**

APPENDIX 3 – FEDERAL AND COUNTY REGULATIONS

Federal Requirements

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

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

Labor Standards Requirements

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

Equal Employment Opportunity Requirements

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

Minority/Women/Handicap Business Enterprise Requirements

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

Section 3 Clause Requirements

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

Applicable Federal Acts, Guidelines and Orders

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

Davis-Bacon Act Requirements

- Project Wage Decision

GENESEE COUNTY LABOR STANDARDS

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

No Labor Standards required.

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

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

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

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

GENESEE COUNTY BID PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
 2. Pre-bid meeting with GCMPC staff
 3. Staff to provide Wage Decisions for bid packet for construction activities
- **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Publish Bid Notice
 5. Submit bid tabulation to GCMPC staff
 6. Award bid to lowest responsible bidder
 7. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
 8. A copy of any signed contract assisted with Federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 223, 1101 Beach Street, Flint, MI 48502

Telephone: 810-257-3010

Fax: 810-257-3185

www.gcmnpc.org

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Goals for Minority Participation in Each Trade

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

Goals for Female Participation in Each Trade

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

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

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

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

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

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

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

MINORITY/WOMEN/HANDICAP BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

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

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

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

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

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

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

GENESEE COUNTY MBE/WBE/HBE OUTREACH REPORT
FOR LOCAL UNITS OF GOVERNMENT, CONTRACTORS AND SUBCONTRACTORS

Date: _____

Local Unit of Government : _____

Prime Contractor: _____

Subcontractor: _____

Contract Person: _____ Telephone Number: _____

Name of Project: _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

1) Contractor Name: _____
Contact Person: _____
Type (Construction, Materials, Services, OR Supplies): _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

2) Contractor Name: _____
Contact Person: _____
Type (Construction, Materials, Services, OR Supplies): _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

3) Contractor Name: _____
Contact Person: _____
Type (Construction, Materials, Services, OR Supplies): _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

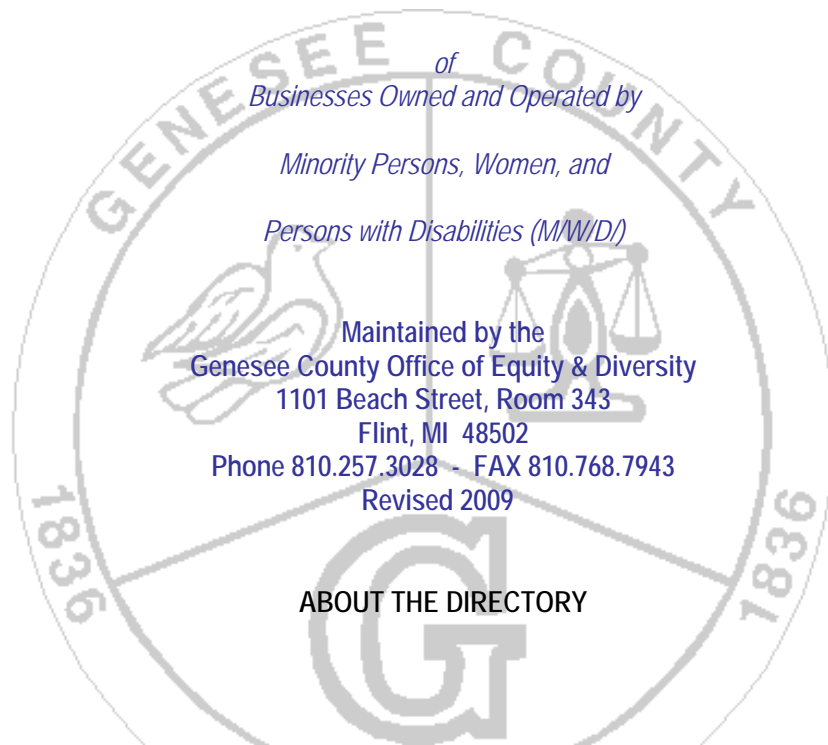
Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

GENESEE COUNTY
Office of Equity & Diversity

MINORITY BUSINESS DIRECTORY



The "Directory of Businesses Owned and Operated by Minority Persons, Women, and Persons with Disabilities" (M/W/D) is an annual publication. This Directory can be referenced for the acquisition and selling of products and services. It can also be used as a networking resource.

All businesses listed herein were actively conducting business as of 06/01/05.

Genesee County recognizes the certification of M/W/D businesses that have been certified as bona fide M/W/D businesses by certifying agencies in the state of Michigan. A list of such agencies is included. These agencies were selected after a review of their certification process and a determination that the process is thorough and meets the objective of ensuring that M/W/D ownership of each certified business is bona fide.

If you have any questions regarding this Directory, please contact:

Stephanie Howard,
Office of Equity & Diversity
Interim Director
E-mail showard@co.genesee.mi.us

OR by calling (810) 257-3028,

Written correspondence can be sent to:
1101 Beach St., Room 343, Flint, MI 48502.

TDD\TTY (810) 768-7067.

MINORITY BUSINESS ENTERPRISE (MBE)
WOMEN BUSINESS ENTERPRISE (WBE)
MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE)

CERTIFICATION INFORMATION

WHAT IS CERTIFICATION?

Certification refers to the process used to document the status of a business as a bonafide minority, women or persons with disabilities owned company. The business must be at least 51% owned, controlled, and operated by minority persons, women or persons with disabilities.

WHY IS CERTIFICATION IMPORTANT?

Certification is valuable because federal, state, local and private entities often set procurement goals which involve the solicitation and utilization of businesses owned by minority persons, women, and persons with disabilities.

MICHIGAN CERTIFICATION AGENCIES

FEDERAL AGENCY

U. S. Department of Commerce/Minority Small Business Capital Ownership
Development Program of the Small Business Administration
(Provides MBE Certifications)

Section 8(a) Program
515 Patrick V. McNamara Bldg.
477 Michigan Avenue
Detroit, MI 48226
(313) 226-6075

STATE AGENCY

Michigan Department of Transportation (M-DOT)
(Provides DBE/MBE/HBE Certifications)
P.O. Box 30050
Lansing, MI 48909
(517) 373-3284

DETROIT AREA AGENCIES

City of Detroit Department of Transportation (D-DOT)

Office of Contract Compliance
(Provides DBE/MBE/WBE Certifications)
1301 E. Warren St.
Detroit, MI 48207
(313) 833-7695

Michigan Minority Business Development Council (MMBDC)

(Provides MBE Certifications)
3011 West Grand Blvd., Ste 230
Detroit, MI 48202
(313) 873-3200

Suburban Mobility Authority for Regional Transportation (SMART)

(Provides DBE/MBE/WBE Certifications)
660 Woodward Avenue
Detroit, MI 48226
(313) 223-2100

Wayne County Division of Human Relations

(Detroit Metropolitan Airport)
(Provides DBE/MBE/WBE Certifications)
600 Randolph St.
Detroit, MI 48226
(313) 224-5378

Majority Business Initiatives

(Provides WBE Certifications)
645 Griswold, Ste. 1655
Detroit, MI 48226
(313) 963-6566

Ann Arbor Agency

Michigan Women's Business Council
200 Hogback Rd., Suite 12 (Provides WBE Certification)
Ann Arbor, MI 48105 (734) 677-1444
Amanda Sharrai MWBC4WBES@AOL.COM

BUSINESS LISTING BY CATEGORY

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FUNERAL HOMES
GLASS COMPANIES
HOME CARE / NURSING HOMES
INSURANCE AGENCIES
INTERIOR DESIGN
JANITORIAL SERVICES
LANDSCAPING
LIMOUSINE / CHAUFFEUR SERVICES
MAGAZINES & NEWSPAPERS
MANUFACTURERS
MASSAGE THERAPISTS
MEDICAL SUPPLIES
MUSIC STORES
OFFICE EQUIPMENT & SUPPLIES
PACKAGING
PAINTERS
PARTY SUPPLIES & RENTAL HALLS
PHOTOGRAPHY
PHYSICAL FITNESS CENTERS
PLUMBING / PIPING COMPANIES
PRINTING COMPANIES
REAL ESTATE
REMODELING
RESTAURANTS
ROOFING
SECURITY / SECURITY SYSTEMS
SIGNS
SUBSTANCE ABUSE TREATMENT CENTERS
TAILORING SHOPS
TIRES / TIRE SERVICES
TRAVEL AGENCIES
TRUCKING / TRUCKING SERVICES
VETERINARY SERVICES

BUSINESS LISTING BY CATEGORY

Accounting & Financial Services

Burton Dave Associates

Dave Burton
5101 N. Saginaw
Flint, MI 48505
(810)785-5198 Fax: (810)785-7888 **MBE**
Professional Accounting & Business service.

Citizens Electronic Income Tax

Joe Gadison (Manager)
4124 Clio Road
Flint, MI 48502
Taxes & Accounting

Gail's Accounting & Taxes

Gail Forgie
1151 E. Decamp
Burton, MI 48529
(810)715-4526 **WBE**
gailforgie@yahoo.com
Accountant and Tax professional
Affordable pricing

Musselman Tax Service

Denise Musselman
3364 N. Belsay Road
Burton, MI 48509
(810)736-1667 Fax: (810)736-6447 **WBE**
dmm39@comcast.net

Advertising & Broadcasting

Concept Three, Inc.

James R. Slater, President
424 S. Main St.
Davison, MI 48423
(810)653-6302 Fax: (810)653-6302 **WBE**
Promotional products as an ASI dealer. Marketing support and Advertising & Design services.

Ed's Promotion Co.

Robert Haight
4288 Greenly
Burton, MI 48529
(810)742-6520 Fax(810)653-6302 **WBE**
Imprinted products for gifts and advertising.

Gemini Productions

Suzanne Packard
4087 Marianne Dr.
Flushing, MI 48433
810-732-9268 Fax: 810-732-1974 **WBE**
gemini@tir.com
Organizing talent for events Advertising & Broadcasting

P & J ADVERTISING

Jane Lunkas
6902 Clio Road
Flint, MI 48504
(810) 787-1515 Fax: (810) 787-1515 **WBE**
Marketing services and advertising: creative design, direct mail, copywriting, logo design, letterheads, business cards, booklets, handbills.

W.F.L.T 1420

Sammie Jordan (Manager)
317 S. Averill
Flint, MI 48506
(810) 239-5733 Fax: (810) 239-7134 **MBE**
Radio Broadcasting Network

W.O.W.E. 98.9

Mike Shumpert
444 Church Street
Flint, MI 48502
810-234-4335 Fax: 810-234-7286 **MBE**
wowe98.9@sbcglobal.net
Radio broadcasting network

AIR/AIRFILTRATION

THE FILTER STORE

Judy A. Gross
1509 S. Sheridan Road
Lennon, MI 48449
(810) 621-3315 Fax: (810) 621-4300 **WBE**
Quality air filters & air purifying products.

APPRAISERS

Associated Appraisal Service, Inc.

Mr. Arden O'Neill
1423 East Bristol Road

BUSINESS LISTING BY CATEGORY

Burton, MI
810-742-5220 FAX: 810-742-0310
Provide complete residential and commercial appraisals to VA, HUD/FHA, USDA, banks, and mortgage companies.

Architectural

Alhambra Design
Gregory Tolbert-Bey
2101 M.L. King Ave.
P.O. Box 645
Flint, MI 48501 **MBE**
gtbey_alhambra@hotmail.com
Landscape architectural design, site planning

TED HU ASSOCIATES, INC.
Theodore Hu
G-8285 South Saginaw St. Suite 9
Grand Blanc, MI 48439
(810) 953-0400 Fax: (810) 953-0640 **MBE**
Architectural firm providing residential, industrial, educational, and commercial design services.

Art Dealers & Collectables & Speciality Shops

Personal Preference Inc.
Agnes Elaine Greene
1827 Laurel Oak Drive
Flint, MI 48507
810-341-5344 **M/WBE**
Artwork

AUDIO & VIDEO

Inner City Productions
Pat Scott Michael Richardson
Ed Harrison
1161 N. Ballenger Hwy. Suite 10
Flint, MI 48504
810-239-3712 Fax: 810-789-8964 **MBE**
icpvideo@aol.com
Video production facility Advertising & Broadcasting

BRIDAL SHOPS

NANCY'S BRIDAL
Nancy Hill
112 E. Grand Blanc Road
Grand Blanc, MI 48439
(810) 695-6578 Fax: (810) 695-6578 **WBE**
Trained Bridal Consultants, Bride's Maid's Dresses, Stationery, Mother's Dresses, Cocktail & Prom Dresses and Custom Shoe Dyeing

Automotive Parts & Repair

ALLIED BATTERY MOTIVE SYSTEMS
Sixto Olivo
3713 Lee Street
Flint, MI 48506
(810) 744-1223 **MBE**
Sales, Rental and Repairs of Forklifts, Golf Carts, Batteries and Chargers (O.S.H.A.)

BROWN'S COLLISION
William Brown
618 Stockdale
Flint, MI 48503
(810) 235-3939 Fax: (810) 235-9224 **MBE**
Auto Collision Repairs

CLARK'S BROTHER'S BUMP & PAINT
Odell Clark
6209 N. Saginaw Street
Flint, MI 48505
(810) 789-4191 **MBE**

Grundy's Auto Services
George & Carolyn Grundy
4804 N. Saginaw Street
Flint, MI
810-787-1103 **M/WBE**

McGee's Collision
Lela McGee-Johnson
G-6142 N. Saginaw
Mt. Morris, MI 48458
810-787-7639 Fax: 810-787-004 **M/WBE**
Auto collision repairs

BUSINESS LISTING BY CATEGORY

[Car Dealerships /Collision repairs](#)

PATSY LOU WILLIAMSON BUICK, GMC INC.

Jim Freeman
G-7401 Clio Road
Mt. Morris, MI 48458
(810) 232-1830 Fax: (810) 686-1239 MBE

Premier Ford

Joe Hood
5470 Ali Drive
Grand Blanc, MI 48439
810-579-1400 Fax: 810-695-6204 MBE
bestautodealer@charter.net

[Car Wash Companies](#)

Armstrong's Hand Wash

Lena Armstrong
705 W. Carpenter Road
Flint, MI 48505
810-787-8115 M/WBE

Flint Park Car Wash

Mattie Roy Ronnie Richardson
711 W. Flint Park
Flint, MI 48505
810-785-1363 M/WBE

[Catering & Bakery Services](#)

Rolls-R-Ready

Evelyn Harrison
111 E. Third Street
Flint, MI 48502
810-234-0677 M/WBE

Sandi's Elegant Catering

Sandi Blackmon
1001 South Ballenger Hwy.
Flint, MI 48532
810-424-0989 Cell: 810-814-6819 WBE
sandi02ec@aol.com

[Clothing & Fashion Boutiques](#)

Green & Green Men's Wear

James Green
610 Martin Luther King Blvd.
Flint, MI 48503
810-341-5418 Fax: 810-733-3929 MBE
Mens clothing

Tot-N-Lots

Louis & Celeste Robertson
3011 N. Linden Road, Suite 1
Flint, MI 48532
810-720-8687 M/WBE
Childrens fashion

[Commercial Products and Services](#)

Glory Enterprises, Inc.

Milton Straham
2106 W. Stewart Ave.
Flint, MI 48504
810-691-4425
talksales@comcast.net
Distribution and marketing of clothing for women & children and its accessories; distributor for telecommunications & its sales

Mer-Wil Industries, Inc.

Mervin Williams
328 S. Saginaw Street
Flint, MI 48502
810-239-0600 Fax: 810-239-0600 MBE
mwilliams@merwil.com
Industrial/commercial supplier of hardware & building suppliers

[COMPUTERS](#)

MATRIX INTERACTIVE COMMUNICATIONS

Tracy Jones
6306 Karen Drive
Flint, MI 48504
Fax # (810) 785-0447 M/WBE

BUSINESS LISTING BY CATEGORY

Construction / Contractors

AAK Construction, Inc.

W. Frank Timmons
3731 Worchester Dr.
Flint, MI 48503
810-744-0462 Fax: 810-744-9680 MBE

Barnett Construction Services, Inc.

Ronald Barnett Jr.
G-3500 Flushing Road, Suite 150
Flint, MI 48504
810-230-3225
Remodeling Contractors Residential and Commercial

Better Builders

Frederick Speed
3615 N. Saginaw Street
Flint, MI 48505
810-789-2891 MBE

CLIFF'S UNITED DEVELOPMENT INC.

Clifford Scott
821 Stockdale
Flint, MI 48504
(810) 235-5431 Fax: (810) 235-2022 MBE
Construction, hauling, paving, painting, demolition.

HF Contracting Corp.

Kenneth Henderson
12871 Croftshire
Grand Blanc, MI 48439
810-695-3548
Provides marketing services and general contracting services for commercial & industrial buildings, commercial cleaning & janitorial service & property management.

Holley Builders

Duane Holley
6106 N. Jennings
Mt. Morris, MI 48458
810-789-3212 MBE
Residential builders, addition & remodeling

J.B. Contracted Services Co.

Johnny Butler
213 W. Flint Park Ave.
Flint, MI 48505 MBE

Jirah Construction

Jeff Grayer
4243 Redding
Grand Blanc, MI 48439
810-533-5478

J.T. Builders

Jose Thompson
1707 Hobson Ave.
Flint, MI 48504
810-787-7078 Fax: 810-787-8006 MBE

The Marliz Group, LLC

Alde Lewis, Jr.
201 E. Hamilton Ave.
Flint, MI 48505
810-767-0006
Construction project management

S & L WALKER & SONS ASPHALT

Mr. Sam Walker
513 Russell Ave
Flint, MI 48505
(810) 785-8155 Fax: (810) 694-6569 MBE

W.T. Stevens Construction

Donald Stevens
934 E. Ruth Ave.
Flint, MI 48505
810-449-9418 Fax: 810-787-6672 W/MBE

Construction/ Cement

W.T.M Cement Contractor, Inc.

Willie Thompson
2430 West Coldwater Rd.
Flint, MI 48505
810-789-5763
eceisback@aol.com
Cement Contractor Residential and Commercial

BUSINESS LISTING BY CATEGORY

Willie Brown Masonry

Willie Brown
6165 Harwood
Mt. Morris, MI 48458
810-785-5557 MBE

[Construction / Manufacturing Level 2](#)

Nuco Construction, Inc.

Kenneth Henderson
12871 Croftshire
Grand Blanc, MI 48439
810-695-3548
Provides general contracting services for commercial and industrial projects

[Consultants](#)

Independent Consultants, Inc.

Leon Whitfield
1515 Woodslea Dr.
Flint, MI 48507-1846
(810) 742-0637 Fax: (810) 742-0637 MBE
Consultants in housing & economic development, consulting on the local, state and national level.

Mission of Peace Housing National Corp.

Reverend Elmira Smith-Vincent
877 E. Fifthe Avenue
Flint, MI 48503
810-232-0104 Fax: 810-341-8471
mopc@aol.com
Counseling services for homebuyers

NUANCE EVENTS PLANNING

Renita Coney-Mays
915 E. Seventh St.
Flint, MI 48503
(810) 232-7078 W/MBE
Full-Service event planning including invitations, program printing and more. Also, specializing in desktop publishing.

SHAPE OF FUTURE THINGS TO COME, INC.

Richard L. King Jr.
P.O. Box 1188
Flint, MI 48501-1188
(810) 233-7483 MBE
Real-estate, development & consulting.

Signquest Publishers Inc.

Linda Lee Massoud
4409 Old Colony Drive
Flint, MI 48507
810-239-5337 Fax: 810-233-4855 H/WBE
Educational Books & videotapes, consulting/instructing.

Smartworks, Inc.

Phyllis Lewis
12751 S. Saginaw Street, Suite 700
Grand Blanc, MI 48439
(810)603-0000 Fax :(810)603-2975 M/WBE
High quality interim management services to health, human services and education programs.

Technical Edge, Inc.

Jenean Kleinedler
G-3237 Beecher Rd. Suite H
Flint, MI 48532
(810) 230-0300 WBE
Software development, consulting services and network accounting.

[Convenience Stores](#)

Speed Mart

Fredrick Speed
3615 N. Saginaw Street
Flint, MI 48505
810-787-3790 MBE

[Cosmetology](#)

Creative Hair Advanced Training/Cosmetology School

Corinthian Carouthers
G-4439 Clio road
Flint, MI 48504
810-787-4247 M/WBE

Muhammad African Braiding

Vassiraou Day
109 E. Third Street
Flint, MI 48502
810-238-1092 MBE
West African hair braiding

BUSINESS LISTING BY CATEGORY

Day Care Centers

Sugie's

Dorothy & Lori Hill
1616 Bell Creek Drive
Flint, MI 48504
810-789-1517 **M/WBE**
lhill761@comcast.net

A lovable, learning environment for God's little people

Disc Jockeys

Christ Alone Productions

Ronald Madison
2189 Nandi Hills Trails
Swartz Creek, MI 48473
810-625-5997 Cell: 810-625-5997 **MBE**
mygodmusic@yahoo.com
Christian DJ

distributor/ broker/ mfg Rep/ Wholesale

A-1 Electronics, Inc.

Shirley Yarber
2712 N. Saginaw Street, Suite 118
Flint, MI 48505
810-232-0711 Fax: 810-232-9842 **M/WBE**
a1elec@tir.com
Wholesale distributor of electronic parts, supplies

Diversified Industrial Services, Inc.

David Conway
3549 S. Dort Hwy.
Flint, MI 48507
810-715-2221
info@dis-mi.com
Distributor of industrial coatings

Dot Scientific, Inc.

Dorothy Boone
4165 Lippincott
Flint, MI 48507
810-744-1478 or 1-800-878-1785 **WBE**
Fax: (810) 744-2865
Distributor of laboratory supplies and equipment for research, industrial and clinical labs with a market focus on biotechnology.

General Bolt And Screw Corp.

Sharon Buchanan- President
3905 Western Road
Flint, MI 48506
(810) 736-2340 **WBE**
Wholesale/Retail of Bolts, Nuts Screws etc.

Mac Arthur Corp.

Thomas Barrett
3190 Tri-Park Drive
Grand Blanc, MI 48439
810-606-1777
Manufacturer of bar-code tags, pressure sensitive panels of all kinds

MOE of Mid Michigan Sales and Service, Inc.

Deborah Cook
G-3228 Kleinpell St.
Burton, MI 48529
810-744-3502 Fax: 810-744-1214 **WBE**
moesalesservice@aol.com
Distributor of high pressure power washers, generators, compressors & more.

Off Shore Diving & Packaging, Inc

Willie Artis
2022 North Street
Flint, MI 48505
810-235-1521 Fax: 810-235-1624 **MBE**

Ragha Systems, LLC

Veera Thota
8390 Warwick Groves Ct.
Grand Blanc, MI 48439
810-694-6551 **M/WBE**
vthota@hotmail.com
Application development, executing major projects and provides production support across multiple hardware and software platforms

S & V Technologies, Inc.

Shirdhar Iyer
6476 Stone Brook Lane
Flushing, MI 48433
810-720-2270
sviyer@msn.com
Distributor of automotive powertrain, drive train components; technical consulting

BUSINESS LISTING BY CATEGORY

Doors/Windows/ Gates

Ornamental Security Doors

Willie Franklin
G-3042 W. Pasadena
Flint, MI 48504
810-733-6790 Fax: 810-733-1469 **MBE**
Commercial and residential doors, windows, window
guards, gates, & siding

Dry-Cleaners Services

Absolutely the Best Cleaners

Brenda Foster
3026 Flushing Road
Flint, MI 48504
810-234-0103 **WBE**
Dry-Cleaning, shirt laundry, alterations and repairs,
Pick-up & delivery service

Bowles Cleaners

Lucille Edwards
120 E. Pasadena
Flint, MI 48505
810-789-9685 **MBE**
Dry-cleaning, tailoring, Drapery cleaning, and more.

EDUCATION/TRAINING SCHOOLS

Learning Center (SW Flint)

G-3310 Miller Rd., Ste. A
Flint, MI 48507
(810) 733-0740 **WBE**
One-on-One tutoring for kindergarten through college
in learning strategies, reading comprehension,
vocabulary building, writing skills and all areas of
math.

SIGNQUEST PUBLISHERS INC.

Linda Lee Massoud
4409 Old Colony Drive
Flint, MI 48507
(810) 239-5337 Fax # (810) 233-4855 **H/WBE**
Educational Books & videotapes,
consulting/instructing.

Electrical

HALLIGAN ELECTRIC, INC.

Deborah D. Halligan
705 Kelso St.
Flint, MI 48506
(810) 238-8581 Fax: (810) 238-1493 **WBE**
All Phases of Electrical Contracting

Speed's Electrical Services

Frederick Speed
3615 N. Saginaw Street
Flint, MI 48505
810-789-2891 Fax: 810-789-1014 **MBE**

Uniflex Electric Company

Patrick Tyus
8400 Crossbow Ct.
Grand Blanc, MI 48439
810-252-3582
patricktyus@comcast.net
Electrical wiring: Residential, commercial, industrial
building, also remodeling new, existing buildings,
interior design

Employment Services Agency

HSS Employees Unlimited

1178 R.T. Longway
Flint, MI 48503
810-232-5500 Fax: 810-234-4417 **M/WBE**
Employment service

Engineering

On-Line Die & Engineering, Inc.

Cornelio Sanson
4463 S. Dort Hwy.
Burton, MI 48529
810-742-2522
Manufacturer of tools, die build, repair, prototype
parts, engineering changes

Trans Enivronmental Engineers, Inc.

Hanuman Marur
G-3304B Corunna Road
Flint, MI 48532
Fax # (810) 235-1046 **MBE**
Professional Engineering Consulting Services

BUSINESS LISTING BY CATEGORY

Exterminators & Pest Control

Blount's Pest Control

Jeff Blount
137 E. Piper Street
Flint, MI MBE

Flooring & Carpet Cleaning

Enviro Clean and Cleaning, Inc

Denise Miller
1284 N. Belsay Road
Burton, MI 48509
810-230-8900 Fax: 810-230-7347 WBE
Janitorial services, carpet cleaning, fire & water restoration.

M & A Carpet Cleaning

Marcus Armstrong
2418 Davison Road
Flint, MI 48506
810-238-0001 MBE

Water damage restoration, sewer back-up, broken water pipes, mildew & mold treatment, structural dry, content restored, and much more

SPACE INCORPORATED

Kathie Suce - Hobohm & Lisa Hulbert
The Phoenix Building
801 S. Saginaw St. 305
Flint, MI. 48502
(810) 235-5151 Fax: (810) 235-4844 WBE
Contract floor coverings, window treatments, wall coverings and furniture.

Floral Shops

Arcade Inspirational Floral Shop

Steve Lewis, Jr.
2734 Clio Road
Flint, MI 48504
810-767-4222 MBE
Specializing in all types of floral arrangements for any occasion.

BRUCE'S FLOWERS

Bruce Strange
3122 Clio Road
Flint, MI 48504
(810) 239-3304 Fax: (810) 239-3932 MBE

Full Service Florist, Specializing in Weddings, Funerals, Gift Wrapping, Gift Baskets and much more.

Funeral Homes

Lawrence E. Moon Funeral Home

Lawrence E. Moon
906 W. Flint Park
Flint, MI 48505
810-789-6666 MBE
lemoonfh@bignet.net
"Home of Caring"

Swanson Funeral Home, Inc.

O'Neil Swanson
2210 Martin Luther King Ave.
Flint, MI 48503
810-232-7469 MBE
The House of Personal Service

General Contractor

Bedrock Building, Inc.

Michael Foy
5066 E. Hill Road
Grand Blanc, MI. 48439
810-691-0808 Fax: 810-603-2794 WBE
General contractor

J Perez Construction, Inc.

Josemaria Perez
2232 Davison Rd
Flint, MI 48506
810-233-8555 Fax: 810-233-8558 MBE
jperezconst@ameritech.net
General contractor
Commercial contractor – new and existing

Ping Development

Walt Ingram
711 E. Baltimore
Flint, MI 48505
810-787-3167

Glass Company

Saginaw Street Glass Company

Rober Stevenson
5801 N. Sagianw Street
Flint, MI 48505
810-785-3117 Fax: 810-785-1198 MBE

BUSINESS LISTING BY CATEGORY

Insurance Agency

Allstate Insurance

Jay Ayers
10751 S. Saginaw Street, Suite A
Grand Blanc, MI 48439
810-695-5664
jwa@allstate.com
Insurance

Interior Design

Divine Elegance By Mary

Mary Johnson
12259 Morningside Circle
Grand Blanc, MI 48439
810-694-8786

Rodd Interior Design Specialist

Rodd Copper
3217 Skander Drive
Flint, MI 48504
810-502-0688 or 1-800-502-0688 **MBE**
Get "Rodd" in the house

SPACE INCORPORATED

Kathie Suce-Hobohm & Lisa Hulbert
The Phoenix Building
801 S. Saginaw St. 305
Flint, MI 48502
(810) 235-5151 Fax: (810) 235-4844 **WBE**
Contractor for floor coverings, window treatments,
wall coverings and furniture.

Window Magic, Inc.

Brenda Goldman
2067 Professional Dr.
Flint, MI 48532
810-230-1622 Fax: 810-230-1628 **WBE**
All types of custom window treatments, wall covering,
carpeting, bedspreads, furniture, upholstery fabric,
installation of window treatments.

Janitorial

Enviroclean and Cleaning, Inc

Denise Miller
1284 N. Belsay Road
Burton, MI 48509
810-230-8900 Fax: 810-2307347 **WBE**

Janitorial services, carpet cleaning, fire & water
restoration.

Jani-King Janitor Services

John Bray
6480 Bonnie Dr.
Flushing, MI 48433
Janitorial

Michigan Merchant's Supply & Service Co., Inc.

James Ishmon
8055 Jennings, P.O. Box 91
Mt. Morris, MI 48458
810-687-8007 **MBE**
broishmon@aol.com
Commercial janitorial service, supplies

T.D. CLEANING

Tina McHugh
3163 Delany Street
Flint, MI. 48506
(810)250-0406 **WBE**
All cleaning for residential and business. Has been in
business for over 20 years.

Landscaping

Crump's Landscaping

Herbert Crump
3059 W. Mount Morris Road
Mt. Morris, MI 48432
810-687-9290 Fax: 810-695-3231 **MBE**

Legal Services

KATHLEEN M. MAIN, P.C.

Kathleen M. Main
1038 S. Grand Traverse
Flint, MI 48502
(810) 232-9460 Fax: (810) 232-5492 **WBE**
Professional Legal Services

BUSINESS LISTING BY CATEGORY

TW Feaster (Attorney-at-law)

Torchio Feaster
436 S. Saginaw St., Suite 300
Flint, MI
810-424-4050 Fax: 810-232-5492 **WBE**
tw_feaster@yahoo.com

[Lighting](#)

Remier Lighting

Michael Mason
1055 N. Linden Road
Flint, MI
810-732-6454
Distributor of replacement general lighting such as bulbs; fluorescent lamps; indoor & outdoor fixtures; and specialty lamps as in Dental, medical maraaine stage & aviation.

[Magazines / Newspapers](#)

C.P.S.A. Courier News Paper

Barbara Richmond
1207 Ballenger Hwy., Suite K
Flint, MI 48504
810-234-8770 Fax: 810-234-6369 **MBE**

[Manufacturing Level 2](#)

Accu-Shape Die Cutting, Inc.

Preston Means
4050 Market Place Drive
Flint, MI
810-230-2445
prestonmeans@accushape.com
Die Cutting, automotive cut, sew, precision cutting, lamination, component assembly, packaging, warehousing, distribution services

[Medical Supplies](#)

Williams Orthotics Services, Inc.

Mary Guzman-Williams
G-4466 W. Bristol Road
Flint, MI 48507
810-230-9400 **WBE**
mgw1977@aol.com
Design, fit custom made orthotic devices

[Music Producer](#)

Israel Enterprises

Anthony Willis
641 E. Philadelphia
Flint, MI 48505
810-785-6879 **MBE**
therhythmsoldier@msn.com

Worldwide Productions

Ja'Van Johnson
12745 S. Saginaw St. Suite 806
Grand Blanc, MI 48439

[Music Stores](#)

The Music Planet

Carter McWright
517 W. Carpenter Road
Flint, MI 48505
810-787-0099 **MBE**

[Office Equipment & Supplies](#)

Schaefer's Complete Office Source

Christine Patterson
2255 S. Linden Rd.
Flint, MI 48532
810-732-8050 Fax: 810-732-8089 **WBE**
Distributes a full line of office supplies

[Packaging](#)

Genesee Packaging, Inc.

Veronica Artis
2010 N. Dort Hwy.
Flint, MI 48506
810-235-6120 Fax: 810-235-0350 **MBE**
wartis@genpackaging.com
Packaging/automotive components, light assembly, corrugated manufacturing

[Painters](#)

Trident National Corp.

Edward Elizando
1065 Grant
Fenton, MI 48430
810-714-6980
edsr@tnc-detroit.com
Painting contractor

BUSINESS LISTING BY CATEGORY

Painting

Michael L. Toles Painting Company

Michael Toles
4501 Industrial Ave.
Flint, MI 48505
810-785-6568 or 810-658-2888
Fax: 810-653-8093 **WBE**
mtoles@sbcglobal.net
Painting & decorating; residential, commercial & industrial properties.

Painting/Plumbing

New Paint Company

William Giles
3018 Wisner
Flint, MI 48504
810-814-1569 **MBE**
All Phases of carpentry, painting & plumbing

Photography

Classic Portraits

Paul Hood
1206 S. Ballenger Hwy.
Flint, MI 48432
810-238-7938 Fax: 810-238-4105 **MBE**
Wedding, Family modeling, videos of all types

Curtis Photographic Service

Herman Curtis
1815 Bradley Ave.
Flint, MI 48403
810-232-3686 **MBE**
Photographic services of all types.

physical fitness centers

THE SOURCE TOTAL FITNESS CENTER

Keith Darrough
5928 Clio Road
Flint, MI 48504
(810) 787-8422 Fax: (810) 787-2230 **MBE**

Plumbing & Piping Companies

Holley Builders

Duane Holley
6106 N. Jennings
Mt. Morris, MI 48458
810-789-3212 **MBE**
Residential builders, addition & remodeling

JUST GOOD PLUMBING & HEATING

Marcia Lauderbaugh (President)
4286 Pheasant Drive
Flint, MI 48506
(810) 736-8795 Fax: (810) 736-2364 **WBE**
"Plumbing, heating, air conditioning, repair service, replacement and new install"

Printing Companies

American Speed Printing Center

Barbara Veasley
877 E. Fifth Ave., Suite 103
Flint, MI 48503
810-232-8420 Fax: 810-232-8572 **M/WBE**
asp877@sbcglobal.net
Printing, copying, color inks, design and layout typesetting, bindery

Creative Printing & Graphics

Cindy Barnes
430 S. Dort Hwy
Flint, MI 48503
810-235-8815 Fax: 810-235-2798 **WBE**
creativeprt@aol.com
2 color offset printing, business stationery, forms, graphic design, complete bindery, invitations

CURTIS PRINTING INC.

Elaine Sass
2171 Lodge Rd.
Flint, MI 48532
(810) 230-6711 Fax: (810) 230-7374 **WBE**
Provides printing, designing, mailing, perforating, brochures, stationery, envelopes, folders, booklets, business forms.

BUSINESS LISTING BY CATEGORY

Expert Graphics

Orin Crushank Bertram Lawrence
G-3428 W. Pierson Road
Flint, MI 48504
810-785-5499 **MBE**
Specializing in all types of signs, banners, tee-shirts,
printing and much more

LEADER PRINTING

Diane Shaw
122 S. Bridge St.
Linden, MI 48451
(810) 735-7851 Fax: (810) 735-4237 WBE
Specializing in All Phases of Printing

LOGO Master

Orin Crushank
G-3428 W. Pierson Road
Flint, MI 48504
810-785-5499 **MBE**
Promotional printing

NUANCE EVENTS PLANNING

Renita Coney-Mays
915 E. Seventh St.
Flint, MI 48503
(810) 232-7078 W/MBE
Full-Service event planning including invitations,
program printing and more. Also, specializing in
desktop publishing.

S.G. AND COMPANY

Angel Cudd (General Manager)
11232 S. Saginaw St.
Grand Blanc, MI 48439
(810) 695-8090 Fax: (810) 695-8297 MBE
Complete Commercial Printing: Business Cards,
Brochures, Letterheads, Envelopes, Business Forms,
Flyers, Catalogs, Resumes, Invitations, Copy & Fax
Services, Free Pick-Up & Delivery

Union Printing

Lewis Driskell
1753-59 N. Saginaw Street
Flint, MI 48504
810-767-8220 **MBE**
wflr1420am@aol.com
All phases of printing, copying and design

Professional Services

Action Management Corp.

Claude High II
915 S. Grand Traverse Street
Flint, MI 48502
810-234-2828
info@actionmanagement.com
Nationwide placement, recruitment, management
consulting, on the job training

Center for Human Resources Solutions, LLC

Abner Tansil
8263 S. Saginaw Suite 6
Grand Blanc, MI 48439
810-603-0484 Fax: 810-603-0607 **MBE**
centerhrs@aol.com
Employment law, hr consulting services, EEO claims,
affirmative action plans, labor negotiations, diversity
initiatives, training/skill development, employee
handbooks

Convergent Technology Partners, LLC

Martin Thomas
801 S. Saginaw Street
Flint, MI 48507
810-720-3820
mthomas@ctpartners.net
Technology consulting company focusing on delivery
of broad technology consultation and strategic
planning assistance in infrastructure development in
related services

HF Contracting Corp.

Kenneth Henderson
12871 Croftshire
Grand Blanc, MI 48439
810-695-3548
Provides marketing services for commercial and
industrial general contractors. Provides general
contracting services for commercial & industrial
buildings, commercial cleaning & janitorial service &
property management.

Intriaux, LLC

Kevin McQueen
1192 North Genesee Road
Burton, MI 48509
810-744-2760

BUSINESS LISTING BY CATEGORY

kmcqueen@intriix.com
Engineering services, construction of buildings

Real - Estate

Dianne Martin Realty L.T.D.
Dianne Martin
2719 Clio Road
Flint, MI 48504
810-767-0800 **W/MBE**
dmartin@usol.com
Helping you find the home of your dreams.
Residential, commercial & investment properties

ERA HOME & SUBURBAN REALTY
Howard Bryant
2817 Clio Road
Flint, MI 48504
(810) 238-5020 Fax: (810) 238-5036 **MBE**

GATEWOOD REALTY, INC.
Juanita Crump
2201 M.L. King Ave.
Flint, MI 48503
810-232-6105 Fax: 810-232-6109 **M/WBE**

Genesee Valley Real Estate
Leon Knott
G-4526 Beecher Rd.
Flint, MI 48532
810-732-7176 Fax: 810-732-7179 **MBE**

Mary Taylor Realty
Mary Taylor - McGhee
4907 N. Saginaw Street
Flint, MI 48505
810-789-8551 Fax: 810-789-8666 **M/WBE**
Sales & marketing, property management,
buyer/broker services, notary services and
transaction coordinator

RESALE SHOPS

FREEDOM TREASURE
TINA RUFF, SUPERVISOR
5509 FENTON ROAD
GRAND BLANC, MI
810-239-6286 **hbe**

Receive and sell all clean, new and used clothing,
furniture, appliances, household goods, books, toys,
ect...

RESTAURANTS

ITALIA GARDENS
Inza Haley
G-3273 Miller Road
Flint, MI 48507
(810) 720-4112 **WBE**

McDonald's Restaurant
Sam Cox
3212 N. Ballenger Hwy.
Flint, MI 48504
810-767-3224 **MBE**

Signs

Great Put On
Raji Salomon
G-3240 W. Pasadena
Flint, MI 48504
810-733-8021 Fax: 810-733-2578 **MBE**
roger@greatputon.com

Substance Abuse Treatment Centers

COMMUNITY RECOVERY SERVICES
Christopher J. Flores
1110 Eldon Baker Drive
Flint, MI 48507
(810) 744-2530 Fax: (810) 744-2570 **MBE**
Out patient substance abuse treatment and
prevention

Connexion , Inc.
Herbert Winfrey
1110 Eldon Baker Drive
Flint, MI 48507
810-715-2340 Fax: 810-767-8547 **MBE**
Comprehensive prevention services.

BUSINESS LISTING BY CATEGORY

FLINT ODYSSEY HOUSE, INC.

Ronald S. Brown (Executive Director)
1225 M.L. King Jr. Ave.
Flint, MI 48503
(810) 238-7226 Fax: (810) 239-5518 MBE
610-8503 – cell phone
Non-profit substance abuse treatment. Community
Development Services Provider.

Recovery Unlimited Center

Richard Robinson
G-3169 Pierson Road
Flint, MI 48504
810-785-4930 Fax: 810-785-4931 MBE
Specializing in outpatient methadone treatment and
substance abuse counseling.

Woodward Counseling, Inc.

LindaByrd
G-3500 Flushing Road, Suite 250
Flint, MI 48504
810-249-9924 Fax: 810-249-9927 M/WBE
Outpatient substance abuse and mental health
counseling

TAILORING SHOPS

Henri Tailoring Shop

Henri Lankoande
605 S. Saginaw Street
Flint, MI 48502
810-820-6415 Fax: 810-239-3145 MBE
Custom made clothing center, expert and express
alterations men, women & children clothing.

House of Alterations

Jerry Nard
5917 N. Saginaw Street
Flint, MI 48505
810-785-2011 Fax: 810-785-8853 MBE

Jemerson Sewing Company, Inc.

Raymond Jemerson
129 N. Grand Traverse Street
Flint, MI
810-767-9113
jemersonsewing@aol.com

Dunnage Vintex, vinyl packaging material for
transporting auto parts to assembly plants, includes
pouches, curtains

TIRES / tire service

C & C MARKETING TIRE SERVICE

Jesse Caldwell
6800 N. Dort Hwy.
Flint, MI 48505 MBE
(810) 785-4286 Fax: (810) 785-9389
Tires and tubes; repair of tire parts and equipment for
trucks, trailers and cars
24 hour road service for trucks.

Transportation

E.L. Hollingsworth & Co., Inc.

Stephen Barr
3039 Air Park Drive North, P.O. Box 7762
Flint, MI 48507
810-233-7331
sbarr@hollingsworthgroup.com
Transportation, materials mgt., logistics services

SECTION 3 CLAUSE
(24 CFR Part 135.38)

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 but 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 and opportunities for training and employment shall be given to Indians, and (ii) 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).

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

Name of Business: _____

Address of Business: _____

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

Type of Work: _____

I _____, hereby certify that the business known as
(Print Name and Title)

(Print business name)

_____ **is not a Section 3 business (sign below)**

_____ is a Section 3 business because (check one of the following, sign and complete page 2)

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

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

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

AND

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

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

Very Low and Low Income Persons means families whose incomes do not exceed, respectively, 50% and 80% of the annual median income as adjusted by HUD, for Genesee County (see page 2).

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

Authorizing Name (Print)

Signature

Date

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

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

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public tax assistance program
- Copy of previous year's business income filings

For business claiming Section 3 status due to at least 30% of workforce currently being Section 3 residents, or were Section 3 residents when first hired (if within the last three years):

- List of all current full-time employees
- List of employees claiming Section status
- PHA/IHA Residential lease less than 3 years from day of employment
- Copy of previous year's income tax returns for Section 3 residents

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses (must check each box and provide documentation for both items):

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

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

CERTIFICATION FOR RESIDENT SEEKING SECTION 3 PREFERENCE
IN TRAINING AND EMPLOYMENT

Eligibility for Preference

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

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a
low- or very-low-income person, as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status (not all may apply but at least one must be provided):

Copy of lease

Copy of receipt of public assistance

Copy of Evidence of participation
in public assistance program

Copy of the most recent year's income
tax return

Other evidence: _____

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

Authorizing Name (Print)

Signature

Date

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

**Section 3
Maximum Income Limits**

Number in Household	Very-Low Income	Low Income
One Person	\$20,450	\$32,700
Two Person	\$23,400	\$37,400
Three Person	\$26,300	\$42,050
Four Person	\$29,200	\$46,700
Five Person	\$31,550	\$50,450
Six Person	\$33,900	\$54,200
Seven Person	\$36,250	\$57,950
Eight Person	\$38,550	\$61,650

ARCHITECTURAL BARRIERS ACT OF 1968 PROVISION
(Public Law 90-480, as amended through 1984 - 42 U.S.C. 4151 et seq.)

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES

www.access-board.gov/adaag/html/adaag.htm

This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of building and facilities covered by titles II and III of the ADA to the extent required by regulations issued by Federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

**CLEAN AIR ACT OF 1970 AND THE FEDERAL
WATER POLLUTION CONTROL ACT PROVISIONS**

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

PROJECT:

The above-referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the National Environmental Policy Act of 1969 and Executive Order 11990, Protection of Wetlands.

WETLANDS PROTECTION CLAUSE
Executive Order 11990

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with this Community Development Block Grant project, the following clause (referred to as the Wetlands Protection Clause). During the performance of this contract, the contractor agrees to take the following precautions to protect, preserve, and enhance the natural and beneficial values of wetlands in carrying out his/her responsibilities under this contract:

1. The contractor agrees that all work performed under this contract will be kept to existing roadways and their associated drainage ditches.
2. The contractor agrees that any spoils accumulated as a result of the roadway and ditch work is to be transported out of the project area to prevent its possible deposit in nearby sensitive wetland areas.
3. The contractor agrees, that in those areas of impending contact between the roadway and a sensitive wetland area, efforts will be made to impede such contact.
4. The contractor agrees to include this clause in every subcontract for work in connection with this project and will, at the direction of the applicant for or recipient of the federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of the provisions of this clause.
5. Compliance with the provisions of this clause, Executive Order 11990, the regulations set forth in 24CFR 58, and all applicable environmental rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided and to such sanctions as are specified by Community Development Block Grant Regulations 24CFR 570, Sections 570.910, 570.911 and 570.913, or section 111(A) of the Housing and Community Development Act of 1974.

- **APPENDIX 4 -WAGE DETERMINATION GUIDANCE**

General Decision Number: MI 120057 07/06/2012 MI 57

Superseded General Decision Number: MI 20100161

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	04/06/2012
3	05/04/2012
4	06/01/2012
5	07/06/2012

CARP0706-017 08/01/2011

	Rates	Fringes
CARPENTER, Includes Form Work. . . .	\$ 24.05	16.20

ELEC0948-009 08/01/2011

	Rates	Fringes
ELECTRICIAN.	\$ 35.44	17.38

ENGI 0326-011 05/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.	\$ 28.69	19.70
Group 2.	\$ 28.44	19.70
Group 3.	\$ 27.34	19.70
Group 4.	\$ 22.54	19.70
Group 5.	\$ 21.94	19.70
Group 6.	\$ 19.49	19.70

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane;

Wage_Decision_7-9-12

Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

* IRON0025-006 06/04/2012

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.74	23.35
Structural.....	\$ 33.29	25.34

* LAB00334-009 07/01/2012

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 20.96	6.50
GROUP 2.....	\$ 16.74	6.50

LANDSCAPE LABORER CLASSIFICATIONS

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

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

LAB01075-010 06/01/2011

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	\$ 22.02	11.80

PAI N1052-003 12/01/2009

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.25	10.77
Spray.....	\$ 23.25	10.77

* PLAS0016-016 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

PLUM0370-006 05/30/2011

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.86	17.35

Wage_Decision_7-9-12

SUMI 2010-055 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

* TEAM0007-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 24.895	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 24.995	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.145	.50 + a+b

FOOTNOTE:

- a. \$351.00 per week.
- b. \$49.90 daily.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION