



Genesee County Land Bank Authority

452 S. Saginaw St. 2nd Floor, Flint, MI 48502

Neighborhood Stabilization Program 2 (NSP2)

Invitation for Bids – General Contractor

2025 Howard Ave., Flint, MI 48503

BID NUMBER: LB 13-006

Due Date: Friday, March 29, 2013 at 3:00 pm EST

As part of the Michigan NSP 2 Consortium, a partnership between:

Michigan State Housing Development Authority (MSHDA)

The City of Flint

Genesee County Land Bank Authority (GCLBA)

ALL WORK MUST BE COMPLETED BY APRIL 24, 2013



INVITATION FOR BIDS: 2025 HOWARD AVE. – GENERAL CONTRACTOR

Overview

The Genesee County Land Bank Authority (GCLBA) is seeking sealed bids for the rehabilitation of 2025 Howard Ave., Flint, MI 48503. This property is being rehabilitated as single-family residential homes to be sold to income eligible buyers under the Neighborhood Stabilization Program 2 (NSP2). The GCLBA has received NSP 2 grant funding from the MSHDA for this purpose. The NSP 2 funds are provided to MSHDA from the U.S. Department of Housing and Urban Development (HUD).

Sealed Bid Due Date

General contractors with qualifications and experience in renovation of single- family residential properties invited to submit sealed bids to the Genesee County Land Bank Authority, 452 S. Saginaw St., 2nd Floor, Flint, Michigan 48502 on or before **Friday, March 29, 2013 at 3:00 pm EST**. The outside of the envelope must be marked “**LB 13-006, Sealed Bid for 2025 Howard Ave.**”

Bid Opening

The bid opening will be Friday, March 29, 2013 at 3:15 pm EST at the Genesee County Land Bank Authority, Conference Room, 452. S. Saginaw St., 2nd Floor, Flint, MI 48502 and is open to the public.

Mandatory Pre-bid Meeting and Walkthrough

A mandatory pre-bid meeting will take place at 1941 Burr Blvd., Flint, MI 48503 at 9:00 am on Monday, March 25th, 2013.

A mandatory walkthrough of property to be rehabilitated will follow at 2025 Howard Ave., Flint, MI 48503 from 10:30 am to 11:00 am.

Bidders must be present at both the pre-bid meeting and the walkthrough in order to bid on this proposal.

Proposal Requirements/ Bidding Instructions

Bids must be sealed, the outside of the envelope must be marked “LB 13-006, Sealed Bid for 2025 Howard Ave.” and contain the following:

1. Copy of a Valid State of Michigan Builders License
2. Copies of E.P.A. Renovator and Firm Certificates
3. Copy of Lead Abatement Contractor Certification
4. City of Flint Section 3 Certification
5. Insurance Certificate including:
 - a. Worker’s Compensation
 - b. General Liability of \$2,000,000 for Bodily Injury and Property Damage
 - c. Automobile Liability Insurance of \$1,000,000 for Bodily Injury and Property Damage
 - d. Genesee County Land Bank named as a Certificate Holder
6. Bid Guarantee Required at 5% of the bid amount if the contractor’s bid amount is over \$50,000
7. Subcontractor information form (attached)
8. Certification Form Note (attached)
9. Demonstration of Capacity Form (attached)
10. Certification Form of Business Enterprise Status (attached)
11. Typed or Inked Contractor Bid Form and Specifications (attached)

City of Flint Section 3 Certification

City of Flint Section 3 Certification is a requirement of this rehabilitation project. The lowest qualified bidder of this proposal will be given 10 business days from the bid opening to provide the Genesee County Land Bank with a Section 3 Certification from the City of Flint. Requirements for this are included in the bid package. Section 3 forms for **all** general contractor employees and **all** sub-contractor employees to assure GCLBA that the Section 3 compliance is met will be required with each draw request. These forms need to include both section 3 and non-section employees.

Bid Acceptance

Bid proposals of more than 10% lower or 15% higher than the GCLBA cost estimate will be disqualified. This project is dependent on MSHDA’s approval of environmental evaluation. GCLBA anticipates immediately entering into a contract with the general contractor after all certification requirements have been provided and accepted. The contractor must be ready to begin work immediately upon receipt of the notice to proceed by the GCLBA.

Value Engineering

Value engineering may be used by the GCLBA after the contractor has been selected particularly in instances where a line item significantly varies from the specification writer's estimate.

Method of Payment

Payment will be made for work items completed based on the accepted price per the contractors bid including any value engineering. GCLBA will provide payment for work items completed after invoice from the contractor, inspection and acceptance by GCLBA, submittal of Section 3 documentation, sworn statements and any lien waivers from the work items completed. The GCLBA will provide payment within 30 days of invoice with complete documentation as required by GCLBA.

Bonding Requirements

For any construction contracts or subcontracts exceeding **\$50,000.00**, the following is required:

1. A bid guarantee from each bidder equivalent to the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check for 5 percent (5%) of total bid, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A payment and performance bond on the part of the contractor for 100 percent (100%) of the contract price.

A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

Where bonds are required, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

OR

In lieu of acquiring the payment and performance bonds, Grantee will accept an irrevocable line of credit listing Grantee as the sole beneficiary and equal to (a) the greater of the contract award amount or (b) 25% of the total construction contract. The line of credit must be issued for the entire construction period plus one (1) year following construction completion

Demonstration of Capacity

All bidders are required to submit a statement(s) of experience, proposed plans for performing the work, and equipment available by completing the Demonstration of Capacity Form attached to this bid proposal.

Minority Owned Firms and Women's Business Enterprises

GCLBA is seeking to encourage participation by respondents who are small and minority-owned firms, women's business enterprises and labor surplus area firms.

HUD Debarred List and Excluded Parties List System

Names of owner(s) and the contractor firm awarded the winning bid on this proposal will be reviewed on the HUD Funding Disqualifications Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp and the Excluded Parties List System <https://www.epls.gov/epls/search.do>. Mechanical, electrical and plumbing contractors will also be reviewed on Debarred List and Excluded Parties List System. The subcontractor information form is attached which must be submitted with the bid.

Lead Safe Work Practices

Lead safe work practices must be used for all rehabilitation activities and performed in accordance with applicable federal, state and local laws, ordinances, codes or regulations governing evaluation and hazard reduction.

Timeline for Completion

This project must be completed by April 24th, 2013 with all invoices complete and submitted by April 25th. This includes all work items included in the bid and GCLBA final approval at time of completion and a certificate of occupancy issued by the City of Flint Department of Building and Safety.

Federal Compliance Requirements

The contractor must comply with all of the following federal guidelines for this rehabilitation project:

1. OSHA 29 CFR 1926- Construction Industry Standards
2. 29 CFR 1926.62- Construction Industry Lead Standards
3. 29 CFR 1910.1200 – Hazard Communication
4. 40 CFR Part 261- EPA Regulations
5. HUD Title X parts 1012-1013
6. Federal Labor Standards and Provisions
7. Equal Opportunity Clause
8. Section 3 Clause
9. HUD Contract and Subcontract Activity

Questions

Questions regarding this bid should be directed to George MacEachern at (989) 863-0753.

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 bid submittal to GCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this bid proposal in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

DEMONSTRATION OF CAPACITY

Company Name: _____

Statement of Experience

Years of Experience: _____

Proposed Plans for Performing the Work

Date contractor can begin work: _____

Date Contractor can complete work by: _____

Equipment Available

I certify that I have the necessary equipment available in order to complete the work outlined in this bid and accompanying specifications.

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

CERTIFICATION FORM OF BUSINESS ENTERPRISE STATUS

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE _____ SBE _____
LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s):

Check all that apply: White _____ Black _____ Hispanic _____
Asian _____ Native American _____

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

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature

Explanation of Business Enterprise Status

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

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

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

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

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

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

SUBCONTRACTOR INFORMATION FORM

Please provide the following information requested below on your mechanical, electrical and plumbing subcontractors for GCLBA to check the: 1) HUD Funding Disqualifications Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list and the 2) Excluded Parties List System. Is general contractor is self-performing these items please indicate it on this list.

Mechanical Subcontractor

Firm Name: _____

Owner(s) Name(s): _____

Address, City, State, Zip: _____

Phone number: _____

Electrical Subcontractor

Firm Name: _____

Owner(s) Name(s): _____

Address, City, State, Zip: _____

Phone number: _____

Plumbing Subcontractor

Firm Name: _____

Owner(s) Name(s): _____

Address, City, State, Zip: _____

Phone number: _____

CONTRACTOR BID FORM

Owner Name: Genesee County Land Bank Authority

Contact Person/ Spec Writer: George MacEachern

Contact Phone Number: (989) 863-0753

Bid Submission Deadline Date: Friday, March 29, 2013 before 3:00 pm

Property Address: 2025 Howard Ave., Flint, MI 48503

**Bid Offer as per
Attached Specifications \$** _____

Contractor Name: _____

Contractor Signature: _____ **Date:** _____

Contractor Address: _____

Contractor Phone: _____

Contractor Email: _____

**Workers Comp
Insurance Expires Date:** _____

**Liability
Insurance Expires Date:** _____

Note: Bid package includes one (1) set of specifications. One copy of the specifications must be completed and returned with this bid form that must be line priced in clearly legible numbers (ink or typewritten)

Section 3 Certification Process in the City of Flint

GCLBA follows the City of Flint's Section 3 Certification Process for the NSP 2 Program. If the contractor does not have Section 3 Certification at time of bid submission, the contractor must submit a letter stating compliance with Section 3 Certification will be achieved within 10 days of receiving contract award.

The City of Flint has strengthened the HUD requirements for Section 3. Section 3 Residents must live in the City of Flint to qualify for the GCLBA and City of Flint NSP 2 - Section 3 Program. The City of Flint has built a partnership with Mott Workforce Development to assist with certification of Section 3 Residents and Mott Workforce Development has a list of eligible Section 3 workers that the General Contractor can connect with for assistance in meeting Section 3 requirements. There is currently over 300 Section 3 Residents Certified through Mott Workforce Development with various skill sets in construction related fields.

Section 3 Business Certification

Please contact Melanie Poisson from the City of Flint Department of Community and Economic Development (810) 766-7436 or mpoisson@cityofflint.com for information regarding company Section 3 Certification.

Section 3 Residents Certification

Mott Community College Workforce Development can provide assistance with employee and laborer Section 3 Certifications. Please contact Dorian Jackson, Job Development Specialist (810) 232-2548 or dorian.jackson@mcc.edu or Kathleen Levallier, Job Development Specialist (810) 232-4674 or kathleen.levallier@mcc.edu for more information.

Attachments

The following documents are attached in order to help meet the Section 3 requirements:

- a. Section 3 Clause
- b. City of Flint – Section 3 Plan Addendum
- c. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- d. Resident Employment Opportunity Data

SPECS BY LOCATION/TRADE

3/18/2013

Bidding Open Date: _____

Case Number: _____

Bidding Close Date: _____

Project Manager: _____

Initial: _____

Phone: _____

Address: 2025 Howard Street

Unit: Unit 01

Location: 1 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				

475 LANDSCAPING--GRADE/LAWN

9.00 EA _____

Level pile of dirt at driveway entrance. Seed, straw. Remove branches and sticks from yard and rake leaves from entire site.

550 REGRADE FOUNDATION

60.00 SF _____

Provide and grade a loam topsoil to create at least a 1 in 4 positive drainage away from house a minimum of 4' from the foundation. Reseed the specified area. Rear house foundation

Trade: 6 Concrete & Paving

855 DEMO CONCRETE

100.00 SF _____

Break up concrete and remove off site to code legal dump. Pad south of garage

905 CONCRETE SLAB--A/C PAD

9.00 SF _____

Break up deteriorated slab section. Grade and compact soil to 95%. Apply a bonding agent per manufacturers specs on exposed concrete. Pour a 4", 2200 psi concrete slab to match elevation of surrounding slab. Float and steel trowel finish. for new A/C pad.

Trade: 10 Carpentry

2835 WINDOW WELL

1.00 EA _____

Using a shovel, excavate area directly adjacent to basement window within 4" of desired depth. Place corrugated galvanized 37" wide x 24" deep window well into ground and press against foundation. Fill excavated area up to window sill with landscaping rock. Place and tamp extra soil against exterior of well. Rear basement window

2985 WINDOW--VINYL BASEMENT AWNING

1.00 EA _____

Field measure, order and install a vinyl awning double glazed, single lite basement window. Caulk, prime and top coat both sides and all trim. Window rear of house.

3145 DOOR--EXTERIOR FLUSH--METAL

1.00 EA _____

Install a 1-5/8" flush panel, exterior metal door with entrance lock set, and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, . Prime and topcoat.

Garage entry door

3150 DOOR--EXTERIOR PANELED

2.00 EA _____

Install a 1-5/8" 4 panel, exterior wood door with entrance lock set and mortised dead bolt keyed alike. Include three 3"x4" butt hinges, interlocking threshold, spring metal weatherstripping, and wide angle peepsight. Prime and top coat.

3185 DOOR--PREHUNG METAL ENTRANCE

2.00 EA _____

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, vinyl foam weatherstripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.

Front porch entry and front of house entry doors. remove and reuse interior trim of house.

3590 STEPS/LANDING--REPL EXTERIOR

1.00 EA _____

Construct a 36" x 36" treated wood landing at garage side entry door.

Trade: 21 HVAC

6185 A/C--REPLACE CENTRAL UNIT

1.00 EA _____

Address: 2025 Howard Street			Unit: Unit 01			
Location: 1 - Exterior			Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC					
Remove existing A/C equip. Install new properly sized for home.						
Trade: 23	Electric					
7640	SECURE CABLE/PHONE WIRES		1.00	EA		
Secure loose cables and or phone wires north side if house.						
Location Total:						

Location: 2 - Basement			Approx. Wall SF: 600		Ceiling/Floor SF: 400	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
2540	STAIRCASE--REPLACE BASEMENT		1.00	EA		
Dispose of entire basement staircase and handrail. Construct an open staircase using 2"x12" pine stringers and 5/4" pine stepping stock treads. Install wood handrail, one side, 32" above tread nosing. Stringers to rest on a 2"x12" preservative treated pine sill.						
Trade: 16	Conservation					
4995	INSULATE RIM JOIST--FIBERGLASS		88.00	LF		
After Air Sealing is complete, staple R19 fiberglass batts with Kraft faced backing to the interior of the rim joist at the entire perimeter of the basement and/or crawl space exterior walls. Installation to extend from the subfloor for the first floor to the top of the foundation wall. The batts will be neatly cut to fit precisely with no compression of the fiberglass fibers, and cut to fit neatly around wires, pipes and other components that interfere.						
Trade: 19	Paint & Wallpaper					
5762	REPAIR & PAINT CONCRETE BLOCK WALL/FLOOR		10.00	EA		
Fill, patch and repair large holes, cracks or abandoned pipes in walls and floors of basement. Match paint (10)						
Trade: 21	HVAC					
6337	DUCT SEALING		35.00	LF		
Seal joints, collars, flex duct connections and seams in ductwork and plenums with a mastic sealant designed for ducts such as RCD Corporation's #6 Mastic. Apply a minimum 30 mil thickness. Include a bedded application of fiberglass mesh over holes or open cracks. Do not use tape.						
Also secure loose trunk line.						
Trade: 22	Plumbing					
6755	BASEMENT FLOOR DRAIN		1.00	EA		
Install extension and grate for floor drain fill with cement around for smooth transition						
Location Total:						

Location: 3 - Kitchen			Approx. Wall SF: 400		Ceiling/Floor SF: 156	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
3080	THRESHOLD--METAL		2.00	EA		
Repair flooring at metal thresholds at kitchen floor and side entry landing						
3705	CABINETS--REPAIR		15.00	LF		
Repair base and wall cabinets by replacing missing hardware, doors and drawers. Securely refasten loose hardware.						

Address: 2025 Howard Street			Unit: Unit 01			
Location: 3 - Kitchen			Approx. Wall SF: 400		Ceiling/Floor SF: 156	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry						
Clean all surfaces with detergent. Steel wool and poly all wood work. Install draw liner material and sink base covering						
3747	REPLACE COUNTER TOP--PLASTIC LAMINATE		12.00	LF		
Dispose of existing counter top. Field measure for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.						
Match existing layout						
Trade: 22 Plumbing						
6612	WATER SERVICE--COPPER-- ICE MAKER		1.00	LF		
Provide supply line and shut off for ice maker on refrigerator						
6810	REMOVE -- RE-SET SINK		1.00	EA		
Remove and reset existing kitchen sink.						
Location Total:						
Location: 4 - Bathroom			Approx. Wall SF: 208		Ceiling/Floor SF: 42	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry						
3750	COUNTER TOP--PLASTIC LAMINATE		6.00	LF		
Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.						
Bathroom						
3825	MEDICINE CABINET--SURF MOUNT		1.00	EA		
Install a 16"x22" metal, surface mounted medicine cabinet with hinged plate glass mirror and two shelves.						
Trade: 21 HVAC						
6339	RETURN AIR TRANSFER GRILL 12X6		1.00	EA		
Remove and black out duct, reinstall register with grills down						
Trade: 900 Finishes (CSI)						
7761	REMOVE RESET SINK		1.00	EA		
Remove and reset vanity sink.						
Location Total:						
Location: 5 - General Requirements			Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 16 Conservation						
4840	REPLACE--SWITCH/OUTLET		20.00	EA		
Replace all caulked outlet and switch covers throughout house, bid to replace 20						
Trade: 19 Paint & Wallpaper						
5567	REPAIR PAINT AREAS		125.00	SF		
Repair and paint all areas affected by these listed repairs. Also patch and paint cracks in stairwell walls. Also include where outlet and switch covers where replaced						

Address: 2025 Howard Street		Unit: Unit 01			
Location: 5 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				
				Location Total:	
Location: 6 - Living Room		Approx. Wall SF: 480		Ceiling/Floor SF: 224	
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2980	WINDOW--VINYL DBL HNG DBL GLZ	2.00	EA		
Field measure, order and install a vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.					
2995	WINDOW--VINYL CUSTOM	1.00	EA		
Install fixed glass vinyl window, center of living room window arrangement					
				Location Total:	
Unit Total for 2025 Howard Street, Unit Unit 01:					
Address Grand Total for 2025 Howard Street:					
Bidder:					

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

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

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

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

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

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

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

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

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

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

"(1) The contractor will not discriminate against any employee or applicant for Employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

SECTION 3 CLAUSE

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

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

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

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

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

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

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

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

City of Flint – Section 3 Plan Addendum

This document provides specific direction for certification and reporting of the implementation of the City of Flint's Section 3 Standard Operating Procedures.

Title 24--Housing and Urban Development

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME
PERSONS

Resident Requirements

Each contractor conducting services on covered projects under the guideline Title 24 Code of Federal Regulation Part 135 is to provide the City of Flint a current list of employees that will be assigned to accomplish activities under the covered contract within 10 business days of the contract execution date.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting or training opportunities beyond the list of employees provided at the execution of the contract including, but not limited to, administrative, managerial, clerical, service, and building trades positions.

Employee registers should be submitted monthly on the Monthly Status Report Worksheet along with the monthly activity report/pay request. Section 3 compliance will be monitored monthly by verifying the names on the initial employee list with monthly activity reports and/or pay requests that list new employees in the payroll. Thirty percent of new hires, trainees or contractors are required to be Section 3 eligible. If accomplishing the contract does not require new employees, training or contractors, Section 3 is not triggered.

All potential Section 3 eligible new hires must register with the Mott Community College Workforce Development and Career Services Department before they begin working. MCC Workforce Development (MCC WFD) will certify that new hires are Section 3 eligible. MCC WFD will provide the new hire Section 3 certification documentation to the identified Contractor and the City of Flint.

If the contractor/sub recipient is unable to identify Section 3 eligible individuals with the skill sets needed to accomplish the work that is needed, MCC Workforce Development has a pool of Building Construction Trade graduates that are Section 3 certified. The contractor should contact MCC to secure certified employees.

MCC WFD will provide the City of Flint with monthly reports to identify the number and placement of Section 3 certified workers.

Business Concerns

Each contractor conducting services on covered projects under the guideline Title 24 Code of Federal Regulation Part 135 is to provide the City of Flint a current list of contractors that will be assigned to accomplish activities under the covered contract within 10 business days of the contract execution date.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting or training opportunities beyond the list of contractors provided at the execution of the contract.

Each contractor and subcontractor demonstrates compliance with the requirements of this part by awarding at least 10 percent of contracts to Section 3 Business Concerns.

If the Contract Holder identifies a Section 3 Business Concern for sub contracting purposes, submit Section 3 Business Concern documentation for certification to the City of Flint Section 3 Coordinator to certify each Business Concern. Each Section 3 eligible employee of that Contractor must be directed to Mott Community College Workforce Development and Career Services Department for certification.

Contractor registers should be submitted monthly on the Monthly Status Report Worksheet along with the monthly activity report/pay request. Section 3 compliance will be monitored monthly by verifying the companies on the initial employee list with monthly activity reports and/or pay requests that list new employees in the payroll. If accomplishing the contract does not require new contractors, Section 3 is not triggered.

A list is being compiled of Section 3 Business Concerns. For a list of eligible businesses, please contact the Department of Community and Economic Development.

Certification for Resident Seeking Section 3 Training and Employment

Preference

Eligibility Preference

A Section 3 resident seeking the preference in training and employment provided by this project shall certify or submit evidence to Mott Community College Workforce Development and recipient contractor/subcontractor that the person is a Section 3 resident.

I, _____, am a legal resident of the City of Flint

(print name)

and meet the income eligibility guidelines for a low- or very-low-income person for this area.

My permanent address is:

I have attached the following documentation as evidence of my status:

- ☐ Copy of lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Other evidence
 - ☐ Tax return
 - ☐ Pay stub
 - ☐ Social Security Annual Income Report
 - ☐ Unemployment rejection letter
 - ☐ DHS denial letter
 - ☐ Notarized letter of support from other individual

Signature _____

Print Name _____

Date _____

Open Enrollment

Monday - Thursday ONLY

Arrive 15 minutes early

Intake is at 9AM-or-1PM

MUST be on time!!!

Intake is 3-3 ½ hours

NO children PLEASE!



Mott Community College (MCC) – Workforce & Career Development Department is pleased to share services offered through the Workforce Investment Act (WIA) Program, which are designed to assist with employment and career goals.

MCC provides services through the WIA Title I Adult, Dislocated and Older Youth Worker Programs. All participants must be 18 years of age or older; a citizen of the United States or an eligible non-citizen and registered with selective service (if applicable). Dislocated Worker Program participants must also be terminated or laid off or have received a notice of termination or layoff from employment; and eligible for/or exhausted his/her entitlement to unemployment compensation. If the previous requirements are not met, participants must have worked 90 days consecutively and unlikely to return.

Both programs offer three levels of service: staff-assisted core, intensive and training services. Participants are involved in activities such as Individual Job Development, Advanced Job Club, Advanced Screened Referrals and Follow-Up Services, which are tailored to meet individual needs. Supportive Services may be available on a limited basis, to those who qualify for the purpose of enabling the successful participation and completion of program services.

To take advantage of these program opportunities, individuals must register with and receive core services from the Employment Services Office; complete the WIA Registration process and meet the program eligibility and documentation requirements.

Please call (810) 232-2555 if you have any questions.

The following documentation will be needed at the time of your appointment as it applies to your situation.

- **Career Alliance Referral Forms from Employment Services**
- **Valid Driver's License or State ID**
- **Social Security Card**
- **Birth Certificate (If no valid ID)**
- **Adult Workers (*Proof of Family Size & Proof of Income – Most Recent Check Stub*)**
- **Spouse most recent check stub (*If married*)**
- **Most Recent Tax Return (To verify Family size)**
- **Dislocated Workers (*Most Current UA Check Stub, UA Determination Notice*)**
- **Letter of dismissal from last employer-if available**
- **Medical Cards / Bridge Card**
- **DHS Statement of Income**
- **SSI / SSD Statement of Income**
- **Copy of WorkKeys assessment results**
- **DD-214, Military Transfer/Discharge Paper**

We look forward to working with you soon!

**Charles Stewart Mott Community College
Workforce & Career Development – WIA Program**

709 North Saginaw Street - Flint, Michigan 48503 • (810) 232-2555 (Voice & TTY) – (810) 232-4981 (Fax)

AN EQUAL OPPORTUNITY PROGRAM/AFFIRMATIVE ACTION EMPLOYER
AUXILIARY AIDS AND SERVICES ARE AVAILABLE TO PERSONS WITH DISABILITIES UPON REQUEST.

**Certification for Business Concern Seeking Section 3 Preference in
Contracting and Demonstration of Capacity**

Name of Business _____ Phone/Fax _____

Address of Business _____

Type of Business: Corporation Partnership Sole Proprietorship

Type of Business Activity: _____

Attached is the following documentation as evidence of status:

For all business entities (as applicable):

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
51% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

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

Certification for Section 3 Residents (at least 51% of the business owners)

**For Business claiming Section 3 status by subcontracting 25% of the dollar
award to**

qualified Section 3 Business:

- ☐ List of subcontracted Section 3 business(es) and subcontract amount
- ☐ This certification & all supporting documentation for each subcontracted
Section 3 Business

**For business claiming Section 3 status, claiming at least 30 percent of their
workforce are currently Section 3 residents or were Section 3 eligible
residents within 3 years of date of first employment with the business:**

- ☐ List of all current full time employees
- ☐ List of employees claiming Section 3 status
- ☐ Certification for Section 3 Residents (at least 30% of all current full-time
employees) with supporting documentation showing Section 3 status
immediately prior to the date of first hire

**Evidence of ability to perform successfully under the terms and conditions
of the proposed contract:**

- ☐ Current financial statement or Income Tax Return
- ☐ Statement of ability to comply with public policy (federal, state or city work
experience)
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorized Name, Title and Signature

Date _____

Please submit documentation of the following items to Tracy Atkinson at City of
Flint, Dept. of Community and Economic Development, 1101 S. Saginaw St.,
Flint, Michigan 48502, tatkinson@cityofflint.com, 810-766-7426 ext. 3059,
810-766-7351 (fax)

Genesee County Land Bank
Section 3 Monthly Reporting Form

Project Address _____

Business & Fed ID. _____

Contact Person _____

Reporting
Start & End Date _____

Phone: _____

Employee Name	Address	Telephone	Section 3	New Hire*	Hours Worked	Position
			yes no	yes no		
			yes no	yes no		
			yes no	yes no		
			yes no	yes no		
			yes no	yes no		
			yes no	yes no		

* New hire for this project

Sub-Contractor	Trade	Telephone	Section 3 Business**	Contract Amount	# of Sec. 3 New Hires	# of Non-Section 3 Hires	Total Section 3 Hours	Total Non-Sec. 3 Hours
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					
			yes no					

Total Section 3 Sub Contracts _____

Total Non-Section 3 Sub Contracts _____

Signature _____

Date _____

**Copy of Section 3 Certification
of Business for Subs