



# Genesee County Land Bank Authority Blight Elimination Program

Request for Proposals– Demolition and Disposal of  
Residential Structures in the City of Flint & Genesee  
County.

BID NUMBER: #LB: 14-005  
DUE DATE: Tuesday, April 15, 2014 at 3:00 pm EST

As part of partnership between:

Genesee County Land Bank Authority (GCLBA)  
Michigan State Housing Development Authority (MSHDA)  
Michigan Land Bank Authority (MLBA)  
City of Flint  
City of Burton  
Charter Township of Flint  
Charter Township of Mt. Morris



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# REQUEST FOR PROPOSALS

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

### INTRODUCTION

#### Overview

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

- Michigan Blight Elimination Program
- Hardest Hit Fund Blight Elimination Program

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

**Only firms/contractors that are on the GCLBA Approved Contractor lists can respond to RFP's issued by the GCLBA.**

**If contractors will not be responding to this RFP please only return Attachment C.**

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

Companies with demonstrated experience in the scope of work defined in this RFP and with an interest in making their services available to GCLBA are invited to respond to this RFP. "Respondents" means the companies or individuals that submit proposals in response to this RFP. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DVBE or Section 3 business enterprises. ***Companies can apply to the City of Flint or Genesee County (not the Land Bank) to become an approved Section 3 contractor.***

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

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

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

PROPOSAL REQUEST NUMBER: #LB: #14-005

DUE DATE: Tuesday, April 15, 2014 @ 3:00 pm EST

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

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

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

### 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.

### Term of Contract

It is anticipated that the Respondent(s) will start work on or around April 25, 2014 depending on the readiness of the projects. Any agreement awarded pursuant to this RFP solicitation shall be for a contract period ending Friday, June 13, 2014, or until the funds are exhausted, whichever comes first. **Contractors must provide updated work schedules to the GCLBA.**

All demolition work must be completed by Friday, June 6, 2014 and paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, June 13, 2014. **Any incomplete payment request packets or if final demolition inspection is failed by the GCLBA Demolition Inspection, all packets will be**

**rejected and returned to the contractor for correction.** Once packet includes all of the required documentation contractor can resubmit to the GCLBA for processing.

## Background

The GCLBA recently received \$23.8 million from the State of Michigan: \$20.1 million in Hardest Hit Fund (HHF) through the Michigan State Housing Development Authority (MSHDA) and \$3.7 million in Michigan Blight Elimination Grant (MBEG) funds for demolition through the Michigan Land Bank in partnership with MSHDA, and the Department of Human Services. See APPENDICES 3 for maps of the proposed project areas.

This program will require all demolitions to be completed within eighteen (18) months of award. Therefore, GCLBA will be requesting a large volume of work in a short time frame and will need contractors with capacity and the ability to meet quick turnaround times. Contractors are expected to be able to handle the GCLBA's needs and be very responsive to GCLBA staff requests.

## Federal Regulations

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

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

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

## PROFESSIONAL SERVICE REQUIREMENTS

### Scope of Work

GCLBA seeks sealed proposals from qualified respondents to provide the scope of services described below on residential structures located in targeted neighborhoods in the City of Flint. See *Appendix 3 – Boundaries and Maps*. Nearly all of the targeted neighborhoods contain abandoned and derelict residential/commercial structures. Applicants can respond to the proposal/ scope of services described below (See *Appendix 1 for full scope of work*):

#### Summary Scope of Work:

##### Demolition and Disposal of Residential Structures

During the contract period through, June 13, 2014, GCLBA anticipates the demolition and disposal of structures across the respective areas until the available funds are exhausted. **Contractors must provide updated work schedules to the GCLBA.** All demolition work must be completed by Friday, June 6, 2014 and paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, June 13, 2014. Due to time constraints of the blight elimination program GCLBA does not anticipate allowing for any contract extensions.

The purpose of this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in the City of Flint and in Genesee County. (The complete scope of work is available in Appendix 1 and on the Land Banks website: [www.thelandbank.org](http://www.thelandbank.org))

### 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.
  - i. The GCLBA is disconnecting the utilities (gas & electric for all properties and water and sewer in the City of Flint only) *unless otherwise identified by GCLBA* for the properties included in this RFP.
  - ii. Contractor will be responsible to disconnect water and sewer and/or capping wells and removing septic tanks for properties located outside the City of Flint.

- b. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless deemed as an *Ordered/Emergency demolition – See Section c*). Non-friable Category I asbestos containing material will be removed when possible. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contactor.
- i. See Appendix 2 for NESHAP requirements for Ordered/Emergency Demolitions
  - ii. Contractor must follow all state and federal laws and requirements for the removal of all asbestos containing materials (ACMs) – friable and non-friable.
- c. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions) :
- i. An Asbestos NESHAP trained person must be on site during the demolition
  - ii. Water must be used and all debris must be kept wet at all times (*except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day*)
  - iii. Wetted debris may be disposed of in bulk and in lined and covered dumpsters. Signs must be posted during handling and loading of debris
  - iv. All debris must be disposed of as “**friable asbestos**” (**RACM**) at a Type II landfill and disposal records must be kept for 2 years.
- d. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions) :
- i. Contract must have Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person on site at all times.
- e. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith. Detailed Scope of Work can be found in Appendix 1 or on the Genesee County Land Bank website.  
(<http://www.thelandbank.org/democontract.asp>)

- f. Without force and effect on requirements of the Scope of Work (<http://www.thelandbank.org/currentbids>), 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 **dead 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, **UNLESS trees are in the way of the demolition or dead/rotten and/or are in jeopardy of falling.**
  - iii. Concrete Sidewalks/Drive Approach
    1. Access to the property for demolition work shall be limited to an area as designated by the GCLBA's site manager. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project.
    2. Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
    3. It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point.
    4. Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface 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 Part 2 – Products of Appendix 1.
- 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.

**g. Submittals**

- i. Accurate landfill receipts/waste manifests must be submitted to the Land Bank within ten (10) days with invoice at the completion of project.
- ii. All documentation must be submitted for each property/project individually.
- iii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.

**1. Request for Payment Packet must include:**

- a. Request for Final Payment
- b. Sworn Statement – Must include all payees and subcontractors
- c. Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
- d. Invoice on Contractor's Letterhead
- e. Before and After Photographs of the site (labeled)
- f. Before and after photos of sidewalks
- g. City or Township Winter-grade or Final inspection receipt
- h. If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
- i. Demolition Permit
- j. Waste Manifest- Indicate Type II or Type III landfill
- k. Lab results from soil sample for backfill and top soil
- l. Seed label from seed mix used on projects
- m. Field Report/Daily Log
- n. Certified Payroll

## 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, 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, **IF CONTRACTOR DOES NOT PROVIDE A WORK SCHEDULE AND UPDATED SCHEDULES A STOP WORK ORDER WILL BE ISSUED.** An updated work schedule provided to GCLBA is a requirement of contract award.
- c. Contractor shall notify the GCLBA's representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.
- d. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Land Bank, 452 S. Saginaw Street, Flint, MI 48502. Furnish to the GCLBA copies of all endorsements that are subsequently issued amending coverage or limits. GCLBA must be listed as an additional insured.
- 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 is 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 dead or fallen trees, trash, debris and/or brush must be removed from site.**

#### 4. ADJUSTMENTS TO BID

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

#### 5. USE OF WATER

- a. Water must be on site, either through a water truck provided by a contractor or Hydrant rental to water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- b. The City of Flint is no longer providing Hydrant Meter "Rental" Agreements for the use of City water. Any contractor that is illegally using the City of Flint water/fire hydrants will be debarred by the Genesee County Land Bank.
- c. **Adequately Wet-** As defined in 40 CFR Part 61, Subpart M, sufficiently mix or penetrate with liquid to prevent the release of particulates from the source material. Continue wetting asbestos-containing material (ACM) if visible emissions are encountered during abatement activities. When uncertainties arise, continue wetting material until uncertainties diminish.
- d. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

#### 6. LIQUIDATED DAMAGES.

- a. CONTRACTOR and the GCLBA recognize that time is of the essence for this Contract and that GCLBA will suffer financial loss if the Work is not completed within the times specified in the Term of Contract, plus any extensions thereof

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

## **EVALUATION CRITERIA AND SCORING**

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

### **A. PROPOSAL/EVALUATION CRITERIA:**

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

## **SUBMITTAL REQUIREMENTS**

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

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

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/herself as to all conditions affecting the execution of the work.

If Bidder has an **approved prequalification packet** on file the following documents do not need to be included with submittals:

- Certificate of Good Standing
- Evidence of Insurance (Genesee County Land Bank named as an insured)
- Michigan Builders or M&A –Home Wrecking License
- Any other State License and/or Certification that is deemed necessary

**ONLY THE DOCUMENTS LISTED ABOVE DO NOT NEED TO BE SUBMITTED WITH THE PROPOSAL IF AN UPDATED APPROVED PREQUALIFICATION PACKET IS ON FILE.**

**If there are any changes with the documents or renewals, it is the contractor's responsibility to submit the correct documents to the GCLBA in a timely manner.**

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

### **A. Minimum Qualifications of Bidders**

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

1. **Evidence of Financial Stability:** The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCLBA in determining the Respondent's financial condition. GCLBA is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.

2. Michigan Builders or M&A –Home Wrecking License: The bidder must be licensed by the State of Michigan, as a Residential Builders and/or Maintenance & Alterations Contractors with a House Wrecking trade designation. **(The person/company that is issued the License by the State of Michigan must be in entity that applies in order to be added to the prequalified list.)**
3. Evidence of Insurance: The bidder must have Commercial General Liability with limits not less than: Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-Owned, hired, nonowned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice. A certificate of insurance must be included with submission of qualifications. **(See Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional insured.**
4. Certificate of Good Standing (Corporation) or Certificate of Existence: The bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. **(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.)**
5. Experience: Bidders must have a minimum of **five\* (5) years** of proven experience providing professional licensed demolition services. **\*Required by the State of Michigan.**
6. Bid, Performance and Payment Bond: Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and **a Performance Bond and Payment Bond**, if awarded, 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. **Bond requirement shall be increased consistent with any contract amount increase.**
7. Conflict of Interest Statement & Supporting Documentation: The Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the GCLBA. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Debarment and Suspension: The Respondent certifies to the best of its knowledge and belief that it, its agents, and its subcontractor(s):
  - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to

- obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
  - d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
  - e. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.
9. Other State License and or Certification:
- a. Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification
  - b. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.
10. Capacity: The bidder must have the capacity to complete number projects that is required by the GCLBA *on a weekly basis*.
- a. Demolition: Complete ten (10) or more demolition and disposal projects per week.

## B. 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 (2) 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. Experience and capacity to implement the 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.
6. Familiarity with the GCLBA and basic understanding of programs (see [www.thelandbank.org](http://www.thelandbank.org) for more information) including previous experience with other Land Banks.
7. The Signature Page 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

### SELECTION PROCESS

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

### IMPORTANT DATES

<b>Bids Due</b>	Tuesday, April 15, 2014
<b>Notice of Award</b>	Friday, April 18, 2014
<b>Contract Signed</b>	On or around Tuesday, April 22, 2014
<b>Start Work</b>	On or around Friday, April 25, 2014
<b>Work Completed</b>	On or before Friday, June 6, 2014
<b>Final Paperwork and Payment Request</b>	On or before Friday, June 13, 2014

### QUESTIONS

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



## **SUBMITTAL DUE DATE**

**Only firms/contractors that are on the GCLBA Approved Contractor lists can respond to RFP's issued by the GCLBA.**

Responses to this RFP are due by 3:00 pm on Tuesday, April 15, 2014. 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 and must be delivered to:

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

**Only the documents listed below do not need to be submitted with the proposal if an updated approved prequalification packet is on file.**

**If there are any changes with the documents or renewals, it is the contractor's responsibility to submit the correct documents to the GCLBA in a timely manner.**

- Certificate of Good Standing
- Evidence of Insurance – GCLBA must be listed as an insured
- Michigan Builders License or Maintenance and Alterations license with House Wrecking
- Evidence of Financial Stability\*

**RFP SUBMITTAL REQUIREMENTS CHECKLIST**

Please provide Checklist with response to RFP

(If documentation is on file please verify dates and numbers below where required\*)

Included in bid packet	On file with GCLBA	Expiration Date	** <i>Some of the submittal requirements are included in the attachments.</i>
			<input type="checkbox"/> Please provide the Submittal Requirements as stated. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections: <ul style="list-style-type: none"> <li>o Section B: Letter of Interest</li> </ul>
			<input type="checkbox"/> Certification Form Note
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Description of Company
			<input type="checkbox"/> <b>Certificate of Good Standing*</b> (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.)
			<input type="checkbox"/> <b>Evidence of Insurance* – GCLBA must be listed as an insured</b>
			<input type="checkbox"/> <b>Michigan Builders License or Maintenance and Alterations license with House Wrecking *</b> <ul style="list-style-type: none"> <li>o Issued to: _____</li> </ul>
			<input type="checkbox"/> <b>Evidence of Financial Stability*</b> - Two years tax returns (Current)
			<input type="checkbox"/> <b>Conflict of Interest Statement &amp; Supporting Documentation*</b>
			<input type="checkbox"/> Capacity & Unit Rate Pricing Bid Tab/Pricing Proposal (Attachment D)
			<input type="checkbox"/> Local Hiring, HUD Section 3, if applicable (Attachment E & G) or <b>Section 3 letter from the City of Flint or Genesee County, MBE/WBE, DVBE</b> <i>(Documents needs to be submitted to City of Flint or Genesee County prior to submitting proposal to become certified as a Section 3 Contractor)</i>
			<input type="checkbox"/> RFP Submittal Requirements Checklist
			<input type="checkbox"/> Any other State License and/or Certification that is deemed necessary
			<input type="checkbox"/> Received Addendum(s): _____

## ADDITIONAL INFORMATION

### ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H - MEDC – COMMUNITY VENTURES FLYER

### APPENDICES

- 1 - SCOPE OF WORK
- 2 – MDEQ – NESHAP PROGRAM
- 3 - MAP AND BOUNDARIES OF TARGET AREAS
- 4 – FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5 - SAMPLE CONTRACT

# ATTACHMENTS

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- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – CAPACITY & UNIT RATE PRICING BID TAB
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H – MEDC – COMMUNITY VENTURES FLYER

## ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

### Coverages Required

1. Workers' Compensation
2. Employers Liability
3. General Liability 1,000,000/OCC/AGG
4. Professional liability
5. Products/Completed operations
6. Contractual liability
7. Explosion, Collapse, Subsidence
8. Automobile liability  
Owned, hired, nonowned
9. Authoritys and Contractors Protective
10. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate.
11. Cancellation notice is to read:  
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.
12. The certificate must state bid number and title

### Limits (Figures denote minimums)

Statutory limits of Michigan  
\$100,000 accident/disease  
\$500,000 policy limit, disease  
Including Premises/operations  
\$1,000,000 per occurrence with \$2,000,000 aggregate  
\$1,000,000 including errors & omissions  
\$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice  
\$1,000,000 per occurrence with \$2,000,000 aggregate  
\$1,000,000 general aggregate (gen. agg.)  
Excess Policy with limits at least \$2,000,000  
\$1,000,000 combined single limit each accident-Owned, hired, nonowned

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

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### Bidder's Statement

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

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Bidder

---

Signature



## ATTACHMENT B: LIST OF REFERENCES (3)

### Reference #1:

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

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

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

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

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

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

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

\_\_\_\_\_

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

### Reference #2:

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

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

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

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

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

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

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

\_\_\_\_\_

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

### Reference #3:

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

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

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

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

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

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

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

\_\_\_\_\_

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



**ATTACHMENT C: CERTIFICATION FORM NOTE**

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

\_\_\_\_\_  
*(Name of Respondent)*

\_\_\_\_\_ **Will** be responding to this RFP.

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

\_\_\_\_\_  
*(Signature of Authorized Representative)*

\_\_\_\_\_  
*(Typed Name of Authorized Representative)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

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

Phone: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

### **BID TENDER SUMMARY**

	BID LIST #1-HHF-1.3	BID LIST #2-HHF-1.3
BID AMOUNT	\$ _____	\$ _____

### **Statement of Experience**

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

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

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

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### **The qualification of assigned project staff and subcontracts, including:**

- Relevant professional and educational experience (Provide documentation on attached sheet)
- Identification of specific staff individuals with experience managing demolition projects:

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Provide three (3) examples of projects that are similar in nature to projects described in the RFP.

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**Demonstration of Capacity**

**Number of demolition projects completed in a week period:**  10       15       20

Other \_\_\_\_\_

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

List of equipment (can attach list if need): \_\_\_\_\_

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**Subcontractor**

Will you be using a sub-contractor? \_\_\_\_\_

Sub-contractor Authorized Representative: \_\_\_\_\_

Sub-Contractor Years of Experience: \_\_\_\_\_

Sub-Contractors License or Certification: \_\_\_\_\_

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Sub-Contractor's Number of employees: \_\_\_\_\_

List of equipment (can attach list if need): \_\_\_\_\_

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**Identification of landfills and disposal sites who will participate in the project:**

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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 14-005

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

FOR: Invitation to Bid #LB 14-005 Demolition and Disposal of Residential Structures in the City of Flint & Genesee County:

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

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the demolition and disposal of Residential Structures having examined Bid #LB: 14-005 prepared by the Genesee County Land Bank, and other related documents and being familiar with site of proposed work, and with all conditions surrounding demolition of the listed property including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Bid #LB: 14-005, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required under Scope of Work, of which this Bid/Tender is a part.

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

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

## UNIT PRICE FOR DEMOLITION WORK

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

<b>BID LIST # - LB-14-005-#1</b>		<b>Contractor:</b>		
<b>Parcel Number</b>	<b>Property Address</b>	<b>Location</b>	<b>Funding Subgroup</b>	<b>Bid Price</b>
40-02-306-039	2301 COPEMAN BLVD	FLINT	HHF 1.3	
40-02-378-023	1608 COPEMAN BLVD	FLINT	HHF 1.3	
40-02-380-006	1805 COPEMAN BLVD	FLINT	HHF 1.3	
40-02-380-015	1607 COPEMAN BLVD	FLINT	HHF 1.3	
40-02-458-023	1406 COPEMAN BLVD	FLINT	HHF 1.3	
40-10-231-035	1309 SUTTON AVE	FLINT	HHF 1.3	
40-10-231-038	3106 N STEVENSON ST	FLINT	HHF 1.3	
40-10-232-002	1314 SUTTON AVE	FLINT	HHF 1.3	
40-10-232-010	3009 WOLCOTT ST	FLINT	HHF 1.3	
40-10-232-012	3005 WOLCOTT ST	FLINT	HHF 1.3	
40-10-279-002	1160 SUTTON AVE	FLINT	HHF 1.3	
40-10-280-033	1127 SUTTON AVE	FLINT	HHF 1.3	
40-10-282-008	1114 FULSOM ST	FLINT	HHF 1.3	
40-11-107-009	2843 MACKIN RD	FLINT	HHF 1.3	
40-11-109-005	2905 PROSPECT ST	FLINT	HHF 1.3	
40-11-126-015	2722 MALLERY ST	FLINT	HHF 1.3	
40-11-127-018	2807 MALLERY ST	FLINT	HHF 1.3	
40-11-128-002	1516 LAVENDER AVE	FLINT	HHF 1.3	
40-11-128-008	2701 MALLERY ST	FLINT	HHF 1.3	
40-11-128-011	2621 MALLERY ST	FLINT	HHF 1.3	
40-11-128-012	2617 MALLERY ST	FLINT	HHF 1.3	
40-11-130-021	2702 CLEMENT ST	FLINT	HHF 1.3	
40-11-131-017	2848 BARTH ST	FLINT	HHF 1.3	
40-11-131-022	2828 BARTH ST	FLINT	HHF 1.3	
40-11-131-025	2816 BARTH ST	FLINT	HHF 1.3	
40-11-134-004	2713 BARTH ST	FLINT	HHF 1.3	
40-11-157-010	2928 SLOAN ST	FLINT	HHF 1.3	
40-11-176-009	2701 MACKIN RD	FLINT	HHF 1.3	
40-11-202-023	2502 MALLERY ST	FLINT	HHF 1.3	
40-11-204-021	2510 CLEMENT ST	FLINT	HHF 1.3	
40-11-204-027	2422 CLEMENT ST	FLINT	HHF 1.3	
40-11-205-008	2505 CLEMENT ST	FLINT	HHF 1.3	
40-11-205-009	2501 CLEMENT ST	FLINT	HHF 1.3	
40-11-205-021	2510 BARTH ST	FLINT	HHF 1.3	
40-11-205-023	2502 BARTH ST	FLINT	HHF 1.3	

<b>BID LIST # - LB-14-005-#2</b>			<b>Contractor:</b>	
<b>Parcel Number</b>	<b>Property Address</b>	<b>Location</b>	<b>Funding Subgroup</b>	<b>Bid Price</b>
40-11-226-002	945 WELCH BLVD	FLINT	HHF 1.3	
40-11-226-009	909 WELCH BLVD	FLINT	HHF 1.3	
40-11-226-019	940 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-228-010	705 WELCH BLVD	FLINT	HHF 1.3	
40-11-228-015	802 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-228-019	720 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-229-012	923 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-229-015	911 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-230-003	1602 N CHEVROLET AVE	FLINT	HHF 1.3	
40-11-230-006	809 COPEMAN BLVD	FLINT	HHF 1.3	
40-11-231-013	2211 BEGOLE ST	FLINT	HHF 1.3	
40-11-232-007	2105 BEGOLE ST	FLINT	HHF 1.3	
40-11-232-028	1920 MALLERY ST	FLINT	HHF 1.3	
40-11-232-029	1916 MALLERY ST	FLINT	HHF 1.3	
40-11-233-023	2226 CONCORD ST	FLINT	HHF 1.3	
40-11-251-016	2411 BARTH ST	FLINT	HHF 1.3	
40-11-251-027	2430 MACKIN RD	FLINT	HHF 1.3	
40-11-253-013	2306 MACKIN RD	FLINT	HHF 1.3	
40-11-254-016	2421 MACKIN RD	FLINT	HHF 1.3	
40-11-255-017	2417 PROSPECT ST	FLINT	HHF 1.3	
40-11-276-010	2013 MALLERY ST	FLINT	HHF 1.3	
40-11-276-033	1918 CONCORD ST	FLINT	HHF 1.3	
40-11-278-040	1910 BARTH ST	FLINT	HHF 1.3	
40-11-279-046	1822 MACKIN RD	FLINT	HHF 1.3	
40-11-280-021	2106 PROSPECT ST	FLINT	HHF 1.3	
40-11-326-011	2625 RASKOB ST	FLINT	HHF 1.3	
40-11-328-003	2533 SLOAN ST	FLINT	HHF 1.3	
40-11-328-006	2525 SLOAN ST	FLINT	HHF 1.3	
40-11-401-021	1209 N CHEVROLET AVE	FLINT	HHF 1.3	
40-11-404-017	2019 N STEVENSON ST	FLINT	HHF 1.3	
40-11-426-017	1740 PROSPECT ST	FLINT	HHF 1.3	
40-11-429-036	1914 BERKLEY ST	FLINT	HHF 1.3	
40-11-430-020	2014 RASKOB ST	FLINT	HHF 1.3	
40-11-431-015	2018 SLOAN ST	FLINT	HHF 1.3	

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

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or around April 22, 2014, contingent on the cut and plug of utilities - gas and electric and abatement of environmental hazards; and to fully complete on or before Friday, June 6, 2014. **All final grade work must be completed and final paperwork and payment requests must be submitted to the Demolition Program Manager by Friday, June 13, 2014.**

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

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

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

Bidder acknowledges receipt of following addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

CERTIFICATION OF SITE VISIT

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

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

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

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

P.O. Box (if applicable)

\_\_\_\_\_

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

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

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

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

This Bid Proposal is submitted in the name of:

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

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

INSTRUCTIONS: Submit this form to GCLBA.

**END OF SECTION**

**EXHIBIT 1**  
**PROPERTY LIST FOR SOIL EROSION PERMIT/WAIVER**

<b>BID LIST # - LB-14-005-#1</b>		<b>Contractor:</b>	
<b>Parcel Number</b>	<b>Property Address</b>	<b>Location</b>	<b>Funding Subgroup</b>
40-02-306-039	2301 COPEMAN BLVD	FLINT	HHF 1.3
40-02-378-023	1608 COPEMAN BLVD	FLINT	HHF 1.3
40-02-380-006	1805 COPEMAN BLVD	FLINT	HHF 1.3
40-02-380-015	1607 COPEMAN BLVD	FLINT	HHF 1.3
40-02-458-023	1406 COPEMAN BLVD	FLINT	HHF 1.3
40-10-231-035	1309 SUTTON AVE	FLINT	HHF 1.3
40-10-231-038	3106 N STEVENSON ST	FLINT	HHF 1.3
40-10-232-002	1314 SUTTON AVE	FLINT	HHF 1.3
40-10-232-010	3009 WOLCOTT ST	FLINT	HHF 1.3
40-10-232-012	3005 WOLCOTT ST	FLINT	HHF 1.3
40-10-279-002	1160 SUTTON AVE	FLINT	HHF 1.3
40-10-280-033	1127 SUTTON AVE	FLINT	HHF 1.3
40-10-282-008	1114 FULSOM ST	FLINT	HHF 1.3
40-11-107-009	2843 MACKIN RD	FLINT	HHF 1.3
40-11-109-005	2905 PROSPECT ST	FLINT	HHF 1.3
40-11-126-015	2722 MALLERY ST	FLINT	HHF 1.3
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40-11-130-021	2702 CLEMENT ST	FLINT	HHF 1.3
40-11-131-017	2848 BARTH ST	FLINT	HHF 1.3
40-11-131-022	2828 BARTH ST	FLINT	HHF 1.3
40-11-131-025	2816 BARTH ST	FLINT	HHF 1.3
40-11-134-004	2713 BARTH ST	FLINT	HHF 1.3
40-11-157-010	2928 SLOAN ST	FLINT	HHF 1.3
40-11-176-009	2701 MACKIN RD	FLINT	HHF 1.3
40-11-202-023	2502 MALLERY ST	FLINT	HHF 1.3
40-11-204-021	2510 CLEMENT ST	FLINT	HHF 1.3
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40-11-205-008	2505 CLEMENT ST	FLINT	HHF 1.3
40-11-205-009	2501 CLEMENT ST	FLINT	HHF 1.3
40-11-205-021	2510 BARTH ST	FLINT	HHF 1.3
40-11-205-023	2502 BARTH ST	FLINT	HHF 1.3



<b>BID LIST # - LB-14-005-#2</b>			<b>Contractor:</b>
<b>Parcel Number</b>	<b>Property Address</b>	<b>Location</b>	<b>Funding Subgroup</b>
40-11-226-002	945 WELCH BLVD	FLINT	HHF 1.3
40-11-226-009	909 WELCH BLVD	FLINT	HHF 1.3
40-11-226-019	940 COPEMAN BLVD	FLINT	HHF 1.3
40-11-228-010	705 WELCH BLVD	FLINT	HHF 1.3
40-11-228-015	802 COPEMAN BLVD	FLINT	HHF 1.3
40-11-228-019	720 COPEMAN BLVD	FLINT	HHF 1.3
40-11-229-012	923 COPEMAN BLVD	FLINT	HHF 1.3
40-11-229-015	911 COPEMAN BLVD	FLINT	HHF 1.3
40-11-230-003	1602 N CHEVROLET AVE	FLINT	HHF 1.3
40-11-230-006	809 COPEMAN BLVD	FLINT	HHF 1.3
40-11-231-013	2211 BEGOLE ST	FLINT	HHF 1.3
40-11-232-007	2105 BEGOLE ST	FLINT	HHF 1.3
40-11-232-028	1920 MALLERY ST	FLINT	HHF 1.3
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40-11-251-027	2430 MACKIN RD	FLINT	HHF 1.3
40-11-253-013	2306 MACKIN RD	FLINT	HHF 1.3
40-11-254-016	2421 MACKIN RD	FLINT	HHF 1.3
40-11-255-017	2417 PROSPECT ST	FLINT	HHF 1.3
40-11-276-010	2013 MALLERY ST	FLINT	HHF 1.3
40-11-276-033	1918 CONCORD ST	FLINT	HHF 1.3
40-11-278-040	1910 BARTH ST	FLINT	HHF 1.3
40-11-279-046	1822 MACKIN RD	FLINT	HHF 1.3
40-11-280-021	2106 PROSPECT ST	FLINT	HHF 1.3
40-11-326-011	2625 RASKOB ST	FLINT	HHF 1.3
40-11-328-003	2533 SLOAN ST	FLINT	HHF 1.3
40-11-328-006	2525 SLOAN ST	FLINT	HHF 1.3
40-11-401-021	1209 N CHEVROLET AVE	FLINT	HHF 1.3
40-11-404-017	2019 N STEVENSON ST	FLINT	HHF 1.3
40-11-426-017	1740 PROSPECT ST	FLINT	HHF 1.3
40-11-429-036	1914 BERKLEY ST	FLINT	HHF 1.3
40-11-430-020	2014 RASKOB ST	FLINT	HHF 1.3
40-11-431-015	2018 SLOAN ST	FLINT	HHF 1.3

## **ATTACHMENT E: Section 3 Clause and City of Flint Section 3 Program Information**

### **- The following forms can be downloaded from the Genesee County Land Bank**

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

**SUBMIT THESE FORMS TO THE CITY OF FLINT OR GENESEE COUNTY PURCHASING DEPARTMENT TO BECOME SECTION 3 CERTIFIED**

**GENESEE COUNTY LAND BANK IS ACCEPTING LETTERS FROM THE CITY OF FLINT OR GENESEE COUNTY PURCHASING DEPARTMENT TO VERIFY SECTION 3 CERTIFICATION**

## 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).

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

State of \_\_\_\_\_:

S.S.

County of \_\_\_\_\_:

I, \_\_\_\_\_ of

\_\_\_\_\_  
(Name of Company/Firm)

And that I am authorized to make this affidavit on behalf of my firm, its owner, directors and officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state:

1. This company, corporation, firm, partnership or individual has 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 have not been 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.
2. No attempt has been made or will be made to induce any firm 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.
3. \_\_\_\_\_, 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.
4. This company, corporation, firm, partnership or individual 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 firm certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the GCLBA.

I state that \_\_\_\_\_ understands and

(Name of my Company/Firm)



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

**SIGNATURE SECTION**

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(Signature)	(Title)
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(Company Name)	(Street / P. O. Box)
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(Company Telephone Number)	(City)	(State) (Zip)
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**NOTARIZATION SECTION**

Subscribed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

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Notary Public Signature	My Commission Expires:
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## ATTACHMENT G: CERTIFICATION FORM OF BUSINESS ENTERPRISE

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

### Business Enterprise Status:

Check all that apply: MBE \_\_\_\_\_ WBE \_\_\_\_\_ SBE \_\_\_\_\_

LBE \_\_\_\_\_ DVBE \_\_\_\_\_ OBE \_\_\_\_\_

### Ethnicity of Owner (s):

Check all that apply: White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_

Asian \_\_\_\_\_ Native American \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
Contractor Signature

*(See other side for explanation)*



## **Explanation of Business Enterprise Status**

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

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

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

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

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

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





**Michigan Employers  
and the MEDC**

...Working Together!

**Community Ventures**

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

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

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

**Monthly Example**

\$10 x 160 hours

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

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

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

\*\*\*\*\*

**Examples of  
Annual Grant Awards**

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

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

**Advantages for Employers**

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

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

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

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

**Contact**

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

# APPENDICES

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- 1 – SCOPE OF WORK
- 2 – MDEQ – NESHAP PROGRAM
- 3 – MAP AND BOUNDARIES OF TARGET AREA
- 4 – FEDERAL AND COUNTY REGULATIONS (PREVAILING WAGES)
- 5 – SAMPLE CONTRACT

**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 (Unless otherwise identified by GCLBA) or cap wells and abandonment of septic tanks, if present, per Genesee County Health Department requirements.
- B. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless deemed as an *Ordered/Emergency demolition –See Section c*). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.
  - i. See Appendix 2 for NESHAP requirements for Ordered/Emergency Demolitions
  - ii. Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable.
- C. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions) :
  - i. An Asbestos NESHAP trained person must be on site during the demolition
  - ii. Water must be used and all debris must be kept wet at all times (*except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day*)
  - iii. Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
  - iv. All debris must be disposed of as **“friable asbestos” (RACM)** at a Type II landfill and disposal records must be kept for 2 years.
- D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions) :
  - i. Contract must have Asbestos Abatement License and training is required is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person on site.
- E. Removal of non-friable/intact Class II materials requires workers to be trained 8 or more hours depending on number of Class II materials involved and require a 40-hour trained competent person on site.

- F. There is one exception to this competent person training requirement involving flooring that is removed intact utilizing compliant work practices specified in Part 602 for these materials; 12 hours competent person training is required. And a 40-hour trained competent person on site.
- G. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.
- H. 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 **dead 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. **UNLESS trees are in the way of the demolition or dead/rotten and/or are in jeopardy of falling.**

- (3) Concrete Sidewalks/Drive Approach

- (a) Access to the property for demolition work shall be limited to an area as designated by the GCLBA's site manager/Demolition Program Manager. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project.
- (b) Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
- (c) It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point.
- (d) 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.

- I. Submittals

- i. Landfill receipts/waste manifests must be submitted to the Land Bank within 10 days with invoice at the completion of project.
- ii. All documentation must be submitted for each property/project individually.
- iii. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.

(1) Request for Payment Packet must include:

- (a) Request for Final Payment
- (b) Sworn Statement
- (c) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
- (d) Invoice on Contractor's Letterhead
- (e) Before and After Photographs of the site (labeled)
- (f) City or Township Winter-grade or Final inspection receipt
- (g) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed.
- (h) Demolition Permit
- (i) Waste Manifest- Indicate Type II or Type III landfill
- (j) Certified Payroll
- (k) Field Report/Daily Log

## 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. **IF CONTRACTOR DOES NOT PROVIDE A WORK SCHEDULE AND UPDATED SCHEDULES A STOP WORK ORDER WILL BE ISSUED. An updated work schedule provided to GCLBA is a requirement of contract award.**
- 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.
- C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.
- D. Any dead or fallen trees, trash, debris and/or brush must be removed from site.**

### 1.4 ADJUSTMENTS TO BID

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

### 1.5 USE OF WATER

- A. Water must be on site, either through a water truck provided by a contractor or Hydrant rental to water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- B. The City of Flint is no longer providing Hydrant Meter "Rental" Agreements for the use of City water. Any contractor that is illegally using the City of Flint water/fire hydrants will be debarred by the Genesee County Land Bank.

- C. **Adequately Wet-** As defined in 40 CFR Part 61, Subpart M, sufficiently mix or penetrate with liquid to prevent the release of particulates from the source material. Continue wetting asbestos-containing material (ACM) if visible emissions are encountered during abatement activities. When uncertainties arise, continue wetting material until uncertainties diminish.
- D. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

## 1.6 LIQUIDATED DAMAGES

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

## 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

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



## 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 Contractor's 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 Program Manager and at no additional costs to the GCLBA.

ii. Safety

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

iii. Permits

- (1) SEE SECTION 200.1.2.A

1.3 REFERENCES

- A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:  
<http://mdotwas1.mdot.state.mi.us/public/specbook/2012>
- B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: [http://www.michigan.gov/mdot/0,1607,7-151-9622\\_11044\\_39444---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444---,00.html); copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

Part 2 - PRODUCTS

2.1 FILL MATERIAL

- A. All fill material except for MDOT Class II Granular Material (excluding blue clay), shall be subject to the approval of GCLBA/GCLBA's Representative.
- B. For Approved fill material, notify the GCLBA Representative in advance of the intention to import material, its location and the GCLBA's name, address and telephone number.

- C. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as backfill or fill is uncontaminated.

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

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

### PART 3 - EXECUTION

#### 3.1 PREPARATION

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

#### 3.2 DEWATERING

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

#### 3.3 EXCAVATION

- A. Explosives: Do not use explosives.

- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

### 3.4 STABILITY OF EXCAVATIONS

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

### 3.5 APPROVAL OF SUBGRADE

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

### 3.6 STORAGE OF SOIL MATERIALS

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

### 3.7 BACKFILL

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

### 3.8 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
  - (1) Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverized, moisture-condition or aerate soil and re-compact to require density.
- C. Place fill in layers to an elevation of between 8" to 18" above adjacent undisturbed ground.

### 3.9 MOISTURE CONTROL

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

### 3.10 COMPACTION

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

### 3.11 GRADING

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

### 3.12 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCLBA/GCLBA's Representative.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
  - (1) Scarify or remove and replace material to depth directed by the GCLBA's representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the Project correction period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.

- (1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

### 3.14 PAYMENT

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

## END OF SECTION 00300

## SECTION 400 – BUILDING DEMOLITION

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

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

#### 1.4 MATERIALS OWNERSHIP

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

#### 1.5 SUBMITTALS

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

#### 1.6 QUALITY ASSURANCE

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

#### 1.7 PROJECT CONDITIONS

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

#### PART 2-PRODUCTS (Not Applicable)

#### PART 3-EXECUTION

#### 3.1 EXAMINATION

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

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

### 3.2 PREPARATION

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

### 3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.

### 3.4 POLLUTION CONTROLS

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

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



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

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

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

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

### 3.5 DEMOLITION

- A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:
  - (1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - (2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - (3) Small buildings may be removed intact when permitted by the GCLBA'S representative and approved by authorities having jurisdiction.
  - (4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
  - (5) Remove air-conditioning equipment without releasing refrigerants.
  - (6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

- Basement Excavation

- (1) Below grade structures foundation/basement floor shall be totally removed.

- C. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.
- D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
- E. Special Conditions

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

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

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

### 3.7 MEASUREMENT & PAYMENT

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

**END OF SECTION 300**



## **NOTICE TO ALL CONTRACTORS**

Representatives of the City of Flint and the Genesee County Land Bank met Tuesday, November 5, 2013 with representatives from the local landfills, MIOSHA, and MDEQ. The following notice outlines several important compliance issues that were discussed in that meeting. Please be advised that upon signing a contract with the Genesee County Land Bank, you will be considered to be in receipt of this memorandum. It will further be assumed that your organization has read and understood the outlined issues, and agreed to comply with the outlined actions to be taken in response.

1) **NOTIFICATIONS** to the State for an ordered demo must include the language "structurally unsound and in imminent danger of collapse" and must be certified by a qualified government official. Several of you have some emergency/ordered structures that you have not yet notified for. I will be preparing a new letter for you to include in your notification and contacting you each individually.

2) **LICENSING:** Per MIOSHA, only contractors that are licensed under the company name can perform ordered demos, which are to be presumed to contain friable asbestos. A state issued accreditation card for asbestos work is not an asbestos abatement contractors license as defined by PA 135 of 1986 Asbestos Abatement Contractors Licensing Act. Any contractor demolishing a structure that is presumed to be containing must follow MIOSHA regulations in the demolition process (i.e. have masks, suits, HEPA vacuums, showers, etc.) on site. For clarification and assistance with compliance, please contact Scott Thelen at MIOSHA (contact information to follow).

3) **ABATEMENT:** As far as MIOSHA is concerned, an ordered demolition qualifies as Class I abatement work as asbestos is still literally being removed from the site.

4) **SURVEYS:** Contractors must have a copy of a completed (asbestos) survey on site at all times for all demos, unless the structure is an ordered demolition and presumed to contain friable asbestos. In which case, the contractor must meet the requirements mentioned above. I would further note that all manifests associated with ordered demolitions need to clearly state "friable asbestos."

5) **TRANSITE** siding does not have to be removed for ordered demolitions; however, all NESHAP and MIOSHA regs (i.e. no visible emissions, etc. per NESHAP and posting warnings, etc. per MIOSHA regulations) must followed.

6) **WETTING:** NESHAP has guidelines and waivers regarding wetting of ordered demos in temperatures below 32 degrees (including daily temperature logs); MIOSHA however, never waives a requirement and informed us that demos will still need to be wetted for worker safety in the winter months. Mr. Thelen suggested there are some methods of compliance to avoid the hazard caused by freezing (i.e. mixing water with agents that stop it from freezing). He can be contacted for further information regarding compliance. Be aware that whatever method you use to mitigate the freezing hazard will have to remain compliant with other environmental regulations.

7) **BURNT TO THE FOUNDATION:** Structures that have been burned to the ground, and thus are “totally destroyed by fire” are NOT subject to any of the NESHAP regulations. The MDEQ does not consider them Ordered Demos and no notification is required. This means that waste generated in the demolition of structures burnt to the foundation does not have to be disposed of as RACM; however, MIOSHA still requires notification and without an asbestos survey, the structure must be presumed to be containing and is therefore subject to MIOSHA regulations while still on site.

8) **NON-FRIABLES:** *While on site*, per MIOSHA, non-friable ACMs (which are not regulated by NESHAP) must be treated as containing. However, for transportation and disposal purposes, non-friables can be disposed of as regular C & D.

9) **WASTE DISPOSAL:** Waste manifests from the contractors and the dump tickets from the landfills must match, with all friable and non-friable asbestos clearly and correctly identified on the waste manifest **and** dump ticket. Finally, contractors are required to notify landfills in advance when planning to bring Regulated Asbestos Containing Materials (RACM) for disposal.

10) **FINAL INSPECTIONS/CERTIFICATIONS:** Please note that City inspectors will not issue any final certifications for a parcel that has dead/burned trees or debris (including tires, pipes, etc) remaining. Further, each contractor is expected to take every precaution necessary to protect sidewalks during demolition. Should the concrete sidewalk be significantly damaged, the contractor will be expected to repair the damage before a final certification is issued.

Finally, please review the specifications for backfill, seed, and straw. Backfill must not contain debris such as bricks or asphalt. Topsoil, seed, and sufficient straw needs to be laid in order to receive a final certification. If a parcel does not receive a final certification on the first inspection, the contractor will need to address all identified issues and call for an additional inspection. Each additional inspection will be subject to an additional inspection fee as determined by the City of Flint fee schedule.

Should you have any questions or need any assistance in complying with the regulations, please contact asap:

- Jessica Magro of the Michigan Department of Environmental Quality regarding NESHAP at 517-284-6781
- Scott Thelen of Michigan Occupational Safety and Health Administration regarding MIOSHA at 517-322-5789

Be sure to contact the appropriate landfill regarding delivery of RACM for disposal prior to showing up on site.

## APPENDIX 2: MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – NESHAP PROGRAM

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

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

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

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

You will now see the following page.



From here you can:

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

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

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

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

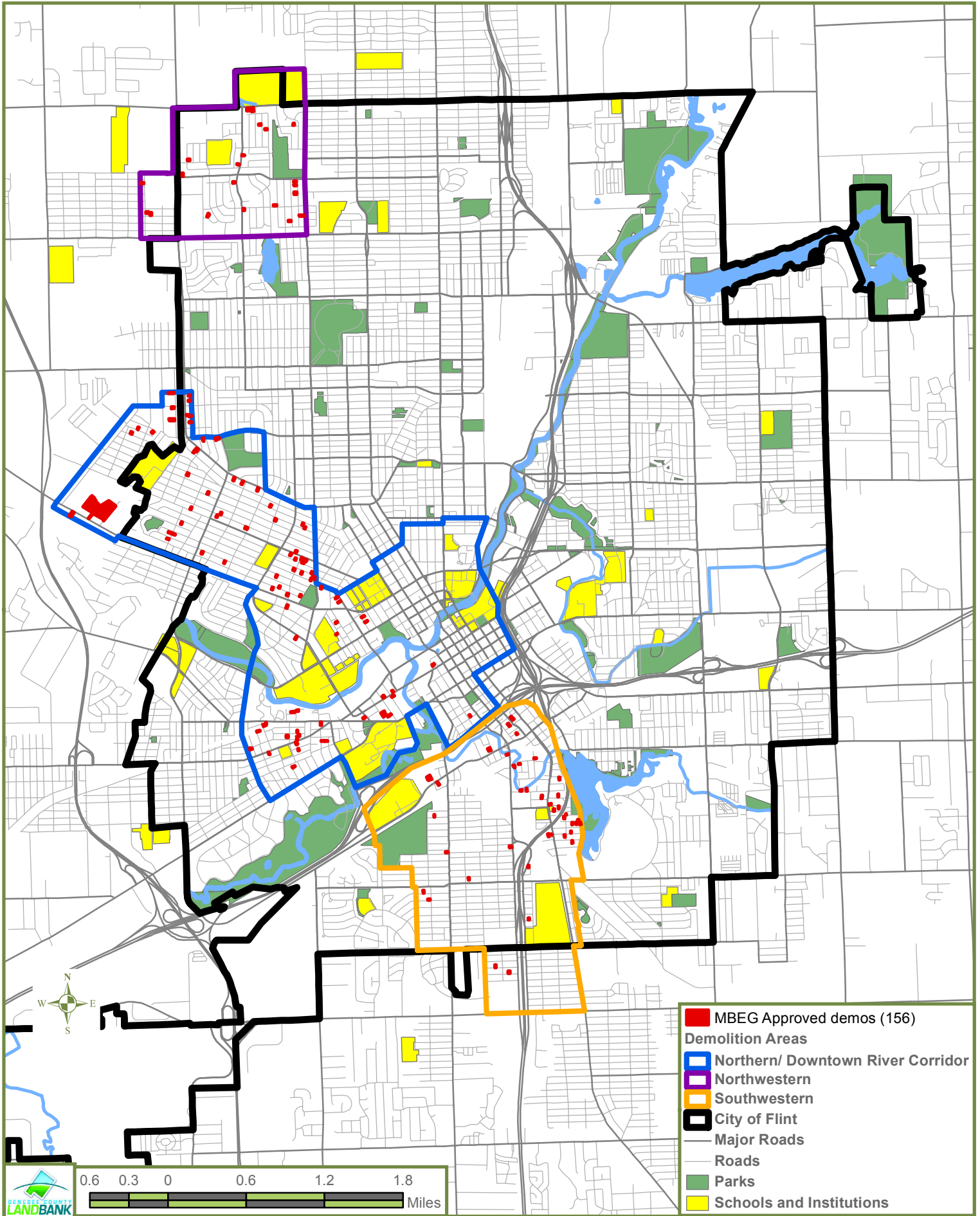


Follow the instructions to register your business in One Stop. This is a onetime process that you may need your papers and documents from creating your business.

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

# APPENDIX - 3A - MAPS OF PROPOSED TARGET AREAS

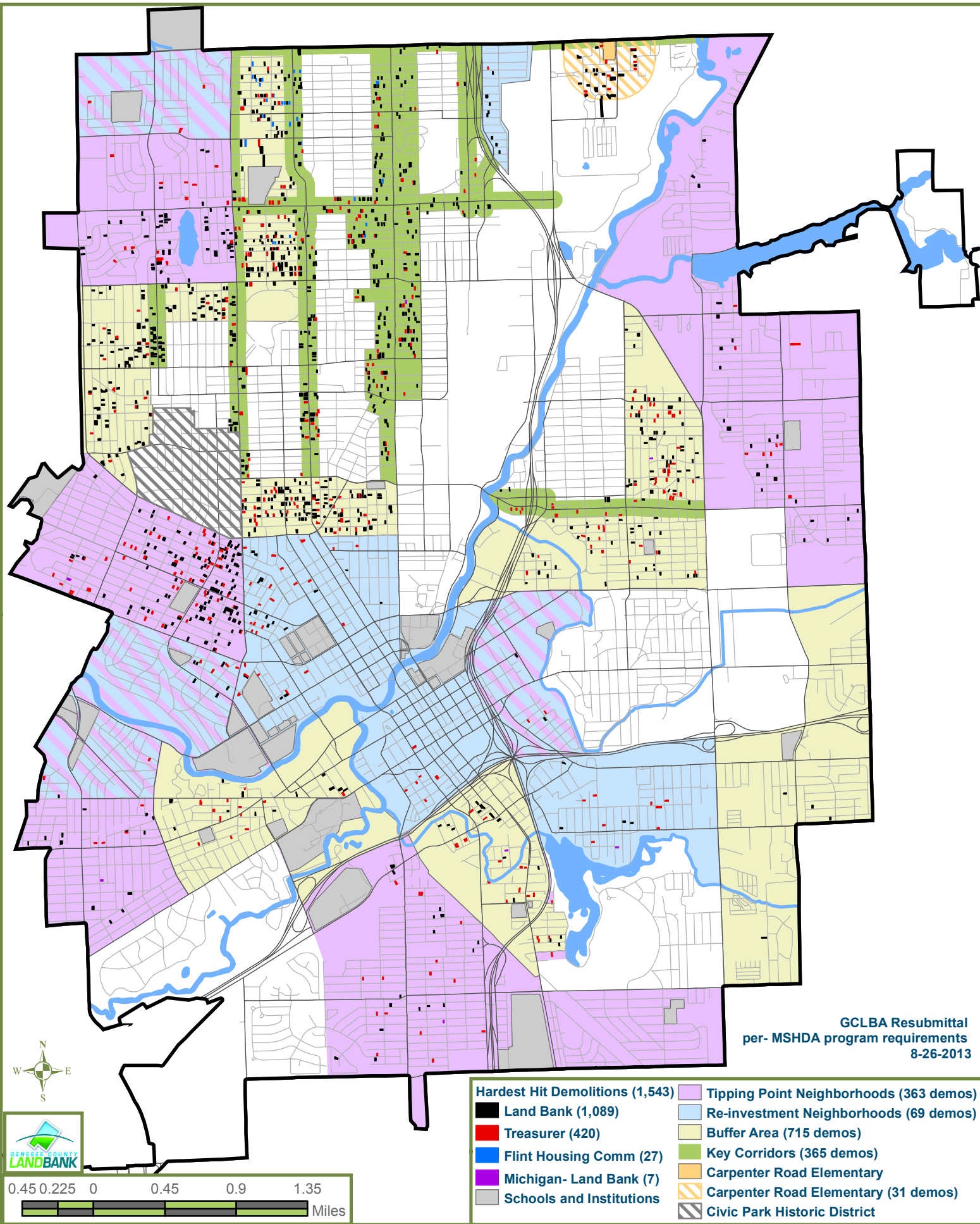
## MBEG Approved Demolitions



- MBEG Approved demos (156)
- Demolition Areas**
- Northern/ Downtown River Corridor
- Northwestern
- Southwestern
- City of Flint
- Major Roads
- Roads
- Parks
- Schools and Institutions

# Map 3: Flint Area Hardest Hit Fund Strategic Demolitions

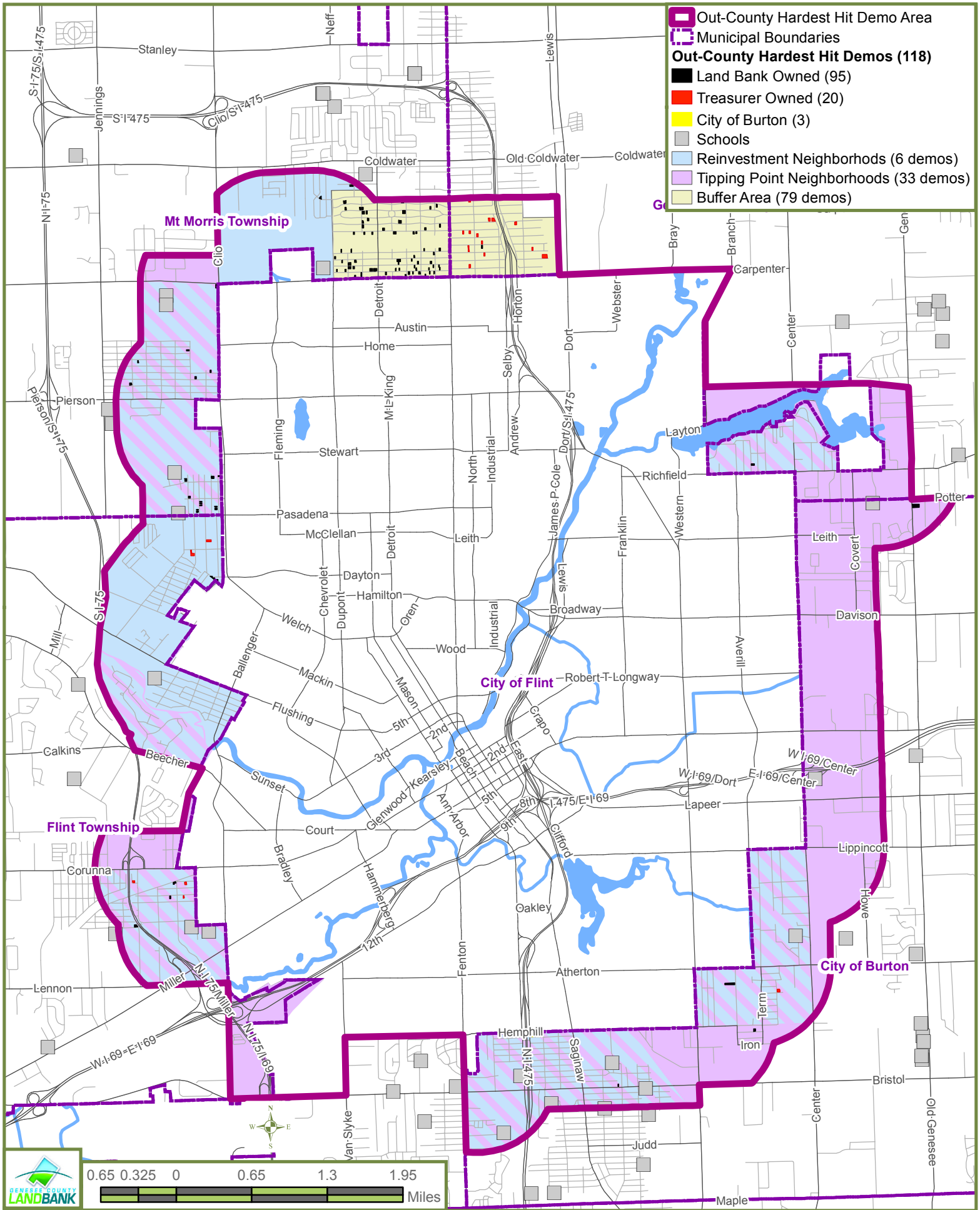
APPENDIX - 3B





# Map 4: Out-County Hardest Hit Fund Strategic Demolitions

APPENDIX 3C



## APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

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

## Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

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

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

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

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

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

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

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 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."

## GENESEEE COUNTY POLICIES PREVAILING WAGE POLICY

1. Every contract executed with the County of Genesee or with a contracting agent must contain express terms as follows:
  - a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee.
  - b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, ancestry, sex, or age.
2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the County of Genesee, on projects of a character similar to that being contracted, under collective agreements or understandings between bona fide organizations or construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates or wages and fringe benefits shall be made a part of the specifications for the work to be performed. Such schedule may be the minimum wage and fringe benefit scale for Genesee County compiled and published by the Building and Construction Trades Department of the AFL-CIO.
3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the names and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract.
4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided by state and federal law.
5. Any interested party may challenge the performance of the contractor or subcontractor of the covenants of paragraph 2 above by filing a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.
6. As used herein,
  - a. "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation a lessee or sub-lessee of land owned by Genesee County.



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

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

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

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

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

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

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

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

Resol. #79-558

Approved 10/23/79

forms2\prevwage

5/94

## 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).

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General Decision Number: MI140057 01/03/2014 MI57

Superseded General Decision Number: MI20130057

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

CARP0706-017 08/01/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.93	18.15

\* ELEC0948-009 06/03/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	18.69

ENGI0326-011 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 28.99	20.20
Group 2.....	\$ 28.74	20.20
Group 3.....	\$ 27.64	20.20
Group 4.....	\$ 22.84	20.20
Group 5.....	\$ 22.24	20.20
Group 6.....	\$ 19.79	20.20

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; 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)

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IRON0025-006 03/01/2013

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.29	25.34

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LABO0334-009 06/01/2013

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 21.46	6.70
GROUP 2.....	\$ 17.24	6.70

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

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LABO1075-010 06/01/2013

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	\$ 22.35	12.50

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PAIN1052-003 02/01/2013

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 22.25	11.10
Spray.....	\$ 23.75	11.10

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PLAS0016-016 06/01/2012

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

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PLUM0370-006 06/03/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.66	18.35

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TEAM0007-006 06/01/2013

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 24.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 25.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.15	.50 + a+b

FOOTNOTE:

- a. \$367.65 per week.
- b. \$52.90 daily.

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SUMI2010-055 11/09/2010

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

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

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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 rates.

0000/9999: weighted union wage rates will be published annually each January.

#### 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 majority 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.

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#### 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.

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END OF GENERAL DECISION



## **APPENDIX 5 -SAMPLE CONTRACT**

## APPENDIX 5 – SAMPLE CONTRACT

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

**THIS CONTRACT** made and entered into *(MONTH) (DAY)*, 2014, between *(NAME OF BUSINESS ENTITY)* hereinafter referred to as the "Contractor" conducting business at *(BUSINESS ADDRESS)*, and the Owner, GENESEE COUNTY LAND BANK (GCLBA) conducting business at 452 S. Saginaw Street – 2nd Floor, Flint, Michigan 48502, hereinafter referred to as "GCLBA".

GCLBA desires to engage the Contractor to perform the *Demolition and Disposal of Residential/Commercial Structures Services* in the City of Flint and Genesee County, Michigan as an independent contractor and not as an employee(s) of and for the GCLBA. This Contract is intended to define the business relationship between the two entities with regards to general demolition and disposal services undertaken for the *(FUNDING SOURCE)* Program.

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

**AUTHORITY TO ENTER INTO A CONTRACT.** The GCLBA recently received \$23.8 million from the State of Michigan: \$20.1 million in Hardest Hit Fund (HHF) through the Michigan State Housing Development Authority (MSHDA) and \$3.7 million in Michigan Blight Elimination Grant (MBEG) funds for demolition through the Michigan Land Bank in partnership with MSHDA, and the Department of Human Services.

**TERM OF CONTRACT.** The respective duties and obligations of the contracting parties is for a period beginning *(MONTH) (DAY)*, 2014. The end date of term of service will be determined by the scope of services, but not later than *(MONTH) (DAY)*, 2014, unless agree to in writing by both parties. At which time payment in full by the GCLBA will be made to the Contractor. **A fifteen percent (15%) retainage will be withheld from the contract for the final grade for demolitions completed over the winter months. Contractors must provide updated work schedules to the GCLBA.**

**LIABILITY AND WORKERS COMPENSATION INSURANCE.** Commercial General Liability with limits not less than including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident-owned, hired, non-owned; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions \$200,000 per occurrence \$600,000 in aggregate for Medical Malpractice must be carried by the Contractor during the term of contract and the GCLBA must be named as second insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

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

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

**SCOPE OF WORK.** The Contractor will provide labor and/or materials for the work as outlined on the contract/estimate proposal dated, *(MONTH) (DAY)*, 2014, including *(REFERENCE TO ATTACHEMENT, SCOPE, etc.)*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARBITRATION CLAUSE.** In the event that any dispute arises over the performance, within eighteen (18) months of the end of the contract, interpretation or application of this Contract or alleged breach of it, the matter shall be submitted to arbitration. Each of the parties shall select one person, excluding relatives, as a member for the arbitration panel. The two persons so selected shall choose a third person to chair the arbitration panel. If the two arbitrators cannot agree on a third arbitrator, the GCLBA shall select a third member from a list of persons willing to arbitrate such disputes. The three member arbitration panel shall promptly meet and hear the dispute and shall

expeditiously decide the matter upon a simple majority in writing. The decision of the arbitration panel shall be binding upon the parties and shall be enforceable by any court of competent jurisdiction. The GCLBA shall have the power to disburse from funds held by it based upon the arbitrators' written decision.

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

**INDEMNIFICATION CONTRACTOR.**

(1) CONTRACTOR shall defend, indemnify and hold harmless GCLBA, and their respective directors, officers, employees, agents, sureties and servants, from and against all damages, liabilities, claims, suits demands, judgments and awards (including attorney's fees and other expenses) on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of contractor, other subcontractor, or which may occur or be alleged to have occurred in connection with the performance of the Work, whether or not GCLBA is alleged to be concurrently negligent; provided, however, CONTRACTOR does not assume responsibility for liability to the proportional extent it arises from the active negligence of GCLBA.

(2) In the event CONTRACTOR, or anyone under its control, utilizes any equipment, scaffolding, hoist, tools, generators or other machinery owned or leased by GCLBA, CONTRACTOR shall be liable to GCLBA for any loss or damage to property (whether owned by GCLBA, CONTRACTOR, or otherwise) or injury (including death) to any person (including employees of CONTRACTOR or any third party) which may arise from such use except only where such loss, damage or injury is due solely to the negligence of CONTRACTOR's employees in operating such equipment or machinery.

(3) CONTRACTOR shall pay for all royalties and license fees, defend all suits or claims for the infringement of any patent or other proprietary rights involved in the Work, and shall hold GCLBA harmless from any and all losses, costs, expenses (including attorney's fees, costs and expenses) on account of any CONTRACTOR designed or specified Work or portion thereof.

(4) CONTRACTOR shall defend, indemnify, and hold GCLBA and relevant parties harmless from any and all liens or claims or rights to enforce liens against the property or the improvements thereon arising out of the Work to be performed or labor or materials shall constitute waiver of this indemnity. If such lien or claim for lien shall at anytime be filed, CONTRACTOR shall refund to GCLBA all monies paid by GCLBA in discharging and/or bonding off such lien, including all attorneys' fees and costs incurred therein.

(5) In the event the ("Contract") provides for an indemnification, such provision is incorporated into this Contract and shall supplement this Article. CONTRACTOR shall assume the obligations of GCLBA and defend, indemnify and hold harmless the indemnified parties. CONTRACTOR is required to indemnify in the ("Contract") to the full extent required of GCLBA in the ("Contract") with respect to CONTRACTOR's Work or its acts and omissions. This subparagraph (5) shall supersede subparagraph (1), above with respect to indemnity obligations towards GCLBA/relevant parties if such is inconsistent with this subparagraph.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

## ATTACHMENT A

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#)(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.
  - D. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - E. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
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