GENESEE COUNTY LAND BANK INVITATION FOR BIDS 713 N. GRAND TRAVERSE *Bid # LB: 10-011*

BIDS ARE DUE: <u>WEDNESDAY, AUGUST 25, 2010 BEFORE</u> <u>3:00 P.M. AND WILL BE OPENED AT 3:30 P.M.</u>

The General Contractor selected must demonstrate the financial ability to complete the project within 120 days of the receipt of the Authorization to Proceed. **The Sealed Bid must include the following:**

- 1. Copy of a Valid State of Michigan Builders License
- 2. Copy of Lead Abatement Contractor Certification, or if subcontracted, please provide Name and Lead Abatement Contractor Certification of Lead Abatement Contractor.
- 3. Copies of E.P.A. Renovator and Firm Certifications
- 4. H.U.D. Section 3 Certification (There will be a informational meeting held at the Genesee County Land Bank on Monday, August 16, 2010 at 8:30 a.m.)
- 5. Insurance Certificate including:
 - a. Worker's Compensation
 - b. General Liability of \$1,000,000 for Bodily Injury and Property Damage
 - c. Genesee County Land Bank named as a Certificate Holder
- 6. Bid Bond and Performance Bond Required
- 7. Executed Disbarment Form (Attached)
- 8. Executed Authorization Form (Attached)
- 9. Typed or Inked Contractor Bid Form and Specifications (Attached)
- 10. Current Profit and Loss Statement

11. Letters of Lines of Credit with Lenders, Suppliers, and/or subcontractors

12. Examples of Prior Experience with Renovations of Historic Homes

13. References from Renovations of Historic Homes

The **mandatory** walk-through will be <u>**Thursday, August 12, 2010**</u>. Attendance at all walk-through inspections is required for the submission and consideration of any bids. The home will be available at the following time:

713 N. GRAND TRAVERSE: 9:00 a.m. – 11:00 a.m.

Please submit bids to the Genesee County Land Bank located at 452 S. Saginaw Street Flint, MI 48502, 2nd Floor before <u>3:00 p.m. on</u> <u>WEDNESDAY, AUGUST 25, 2010</u>. The bid opening will be held at the Genesee County Land Bank at 3:30 p.m. and is open to the public.

These properties are being developed with Federal Funds. The contractor selected must meet the most current Federal Davis-Bacon Wage Determination, Federal Labor Standards and Provisions, Equal Opportunity Clause (Executive Order 11246), and Section 3 requirements. These are outlined in the following *attachments*:

- a. Most Current Federal Davis-Bacon Wage Determination
- b. Federal labor Standards Provisions
- c. Equal Opportunity Clause
- d. Section 3 Clause
- e. HUD Contract and Subcontract Activity

If the contractor does not have Section 3 Certification at time of bid submission, the contractor must submit a letter stating compliance with Section 3 Certification will be achieved within 10 days of receiving contract award. Please contact Tracy Atkinson from the City of Flint (810-766-7426 x. 3059 or tatkinson@cityofflint.com) for information regarding company Section 3 Certification. Lorie Dumond (810-232-2510 or lorie.dumond@mcc.edu) at Mott Community College Workforce Development can provide assistance with employee and laborer Section 3 Certifications. The following documents are *attached* in order to help meet the Section 3 requirements:

- a. The Applicability of Section 3 of the Housing and Urban Development Act of 1968 to Neighborhood Stabilization Program Funding
- b. City of Flint Section 3 Plan Addendum
- c. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- d. Resident Employment Opportunity Data

Selection Criteria: Bids more than 10% lower or 15% higher than the cost estimate will be disqualified. All Bids will be reviewed by the Genesee County Land Bank and the final selection will be approved by the Genesee County Land Bank. A two phase approach will be used as criteria to evaluate the bids:

Phase I: At the bid opening the two lowest qualified bidders in the acceptable range will be selected to proceed to Phase II.

Phase II: The two lowest qualified bidders chosen from Phase I will be further evaluated based on:

- a. References and prior experience from renovations of Historic homes
- b. A line item review of the bids will be evaluated with the bidder and Land Bank to ensure affordability of the project
- c. Financial capability, including resources to begin and complete the project
- d. Acceptance of projected time frame

THE GENESEE COUNTY LAND BANK IS AN EQUAL OPPORTUNITY EMPLOYER

PROCUREMENT/SUSPENSION/DEBARMENT

I HAVE NOT BEEN BARRED OR SUSPENDED FROM WORKING ON FEDERAL CONTRACTS

SIGNED THIS _____, ____,

 CONRACTOR NAME
 DATE SIGNED

THE GENESEE COUNTY LAND BANK IS AN EQUAL HOUSING EMPLOYER

CREDIT AUTHORIZATION

In submitting this bid to the Genesee County Land Bank, a copy of a consumer report prepared by a consumer reporting agency (also known as a credit report) will be obtained as a part of a routine background check.

Information from the report will not be used in violation of any federal or state equal opportunity law or regulation.

Signing this form constitutes written authorization to seek a consumer credit report from a consumer reporting agency.

The undersigned hereby authorizes a credit report be released to The Genesee County Land Bank.

Date

Tax ID or Social Security No.

Full Name

Business Name

Signature

CONTRACTOR BID FORM

PROPERTY 713 N GRAND TRAVERSE	CONTRACTOR	
OWNER: GENESEE COUNTY LAND BANK	452 S. SAGINAW STR	EET 2ND FLOOR FLINT, MI 48502
CONTACT PERSON KYLE STOTTMEISTER 810-257-3088 EXT. 533	SPEC. WRITER	JOHN SHAW 810-691-6217
BID SUBMISSION DEADLINE DATE WEDNESDAY, A	AUGUST 25, 2010	BEFORE 3:00 P.M.
TOTAL BID OFFER AS PER CONTRACT SCHEDULE A		_
CONTRACTOR SIGNATURE	DATE	
ADDRESS	PHONE	
WORKERS COMP INSURANCE EXPIRES DATE:	LIABILITY INSURANCE EXPIRES DAT	`E
NOTE: BID PACKAGE INCLUDES ONE (1) SET OF SPECFICA COMPLETED AND RETURNED WITH THIS BID FORM	ATIONS ONE COPY MUST BE	******

IN CLEARLY LEGIBLE NUMBERS (INK OR TYPEWRITTEN)

SPECS BY LOCATION/TRADE

	te-up/Re-Bid: Ca hrough Date: Construction Bid Date: Initial:				
Address: 7	3 N Grand Traverse Street	Unit: Unit 01			
Location:	1 - General Requirements	Approx. Wall SF: 0		Ceiling/Floor S	F: 0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
120	REMOVE CONSTRUCTION DEBRIS Remove from site all construction materials, tools and debris Sweep clean all exterior work areas. Vacuum all interior wo areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications. Estimate 3-30 yard dumpsters	rk) RM		
140	CONTRACTOR TO VERIFY UTILITIES CAN BE TURNED O SAFELY Prior to turning on gas, electric, and water, the contractor sh visually inspect systems for cracks, leaks, or faulty connection After turning on utilities, contractor shall immediately check to make sure the water & gas are not leaking.	all ons.) GR		
36	BUILDING PERMIT REQUIRED The contractor is responsible for submitting this owner-prepa work write up to the building department, applying for, paying and receiving a building permit prior to starting any work.) EA		
37	ELECTRICAL PERMIT REQUIRED Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive a electrical permit on behalf of the owner.	1.00 n) EA		
38	PLUMBING PERMIT REQUIRED Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed t apply for, pay for and receive a plumbing permit on behalf of owner.) EA		
39	HVAC PERMIT REQUIRED Prior to the start of the heating/cooling work, the contractor so create a heating distrubution layout and perform heat/cooling loss calculations and all other documentation needed to app for, pay for and receive an HVAC permit on behalf of the ow	g ly) EA		
93	BID AND PERFORMANCE BOND REQUIRED Bid bond required in orde to submit a bid. Prior to commen- work, contractor shall provide owner with a bond written on t AIA form for 100% of the contract, callable in the event of eit non- performance or non-payment.	he) EA		
Trade: 9	Environmental Rehab				
2070	ASBESTOS ABATEMENT Secure & isolate room, provide protective floor coverings wh not removing floor tile. Pre-treat surface with wetting agent.	1.00 en) AL		

8/5/2010

Address:	713 N Grand Traverse Street	Unit:	Unit 01			
Location:	1 - General Requirements	Approx	. Wall SF: 0		Ceiling/Floor SF:	0
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab					
	clearly identified disposal drums & HEPA vacuum entire area	i .				
	Vinyl in bathroom, pipes in basement, shingles					
9007	 CLEAN TO LEAD CLEARANCE Prior to final acceptance of the lead hazard reduction work a all rehabilitation work, the property shall be visually inspected any remaining paint chips, dust and debris and lead dust wip samples shall be obtained from floors, windows sills and window troughs. The contractor shall re-clean (Using the HEPA/wash/HEPA method) all applicable components and surfaces and pay for all additional clearance dust sampling if any dust sample results exceedd the thresholds of 40 ug/SF floors, 250 ug/Sf for window sills and 400 ug/SF for window troughs. Certificate of clearance shall be presented with payment request. NSP will pay for the first clearance only. 	d for e	1,927.00	SF		
Bidder:			L	ocation	Total:	
Location:	2 - Interior	Approx	. Wall SF: 0		Ceiling/Floor SF:	1,462
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal					
805	CLEAN-OUT BUILDING Remove all furniture, furnishings, rubbish and debris from building and yard. Legally dispose in land fill.		1.00	EA		
Trade: 1	0 Carpentry					
2887	 WINDOWWOOD DBL HNG/DBL GLZ Dispose of window unit and install a wood, double hung, douglazed, one-over-one window and jamb complete with full screen, snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before install Repair all walls disturbed by removal and installation. Clear glass. In bathroom, use obscure, tempered glass. Window should be flashed with self adhesive butyl flashing (Grace or approved equivalent) Dispose using state guidelines for lead abatement. Windows should be Crestline or approved equivalent. Glass should be thermo pane and low E. Gap around windows should be sear with misimal avanation. 	ing. 1 's S	17.00	EA		
2995	with minimal expanding foam. WINDOWREGLAZE		3.00	EA		
233J	Remove windows from openings and transport to a restorer (such as Materials Unlimited in Ypsilanti (734)-483-6980). Windows will be stripped of all lead based materials. Jamb liners will be installed on the double hung units and beveled glass will be replaced where broken and reglazed. Where damaged use existing windows for pattern. Windows will be		5.00			

Location:	2 - Interior	Approx	Wall SF: 0		Ceiling/Floor SF:	1 462
		ippiox.			-	
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
	rehung and protected until completion of job.					
	Front living room window, stairwell window, dining room windo	w				
3185	DOORPREHUNG FIBERGLASS ENTRANCE		1.00	EA		
	Dispose of door and frame. Install a 2' 8" Pella, fir grained, prehung fiberglass, insulated, 2 panel, 3/4 light, entrance doo and jamb including interior and exterior casing, spring metal weatherstripping, interlocking threshold, one entrance and on mortised deadbolt keyed alike(Schlage, brass). Use gel stain finish door - color by agency.	Ð				
	Install minimal expanding foam to insulate door.					
3345	DOOR6 PANEL MAHOGANY GRAIN DOOR		3.00	EA		
	Install a Therma-Tru, 6 panel, mahogany grain, fiberglass, pre-hung entry door with weather strip and threshold. Include Schlage lock and dead bolt keyed alike with front door. Use minimal expanding foam to insulate door. Include Carriage House					
3360	DOORPREHUNG PASSAGE		5.00	EA		
3300	Install a 1-3/8" prehung, oak, 4 panel, door and split jamb including casing both sides, 2 butt hinges and a privacy locks	et.	5.00	LA		
	Replace missing or damaged doors					
4025	TRIM ALLOWANCEINTERIOR		1,927.00	SF		
	Carefully remove all trim and store in basement during contruction (base, window and door casing). Resinstall after stripping all finish. Restain with product such as Minwax, sea with polyeurethane. Include stairs and risers. All closets wil have chrome plated, steel closet rod and wood shelf. Linen closets will have 5 plywood shelves. Door hardware will be Shlage brass passage sets w/ privacy sets on bedrooms and bathrooms Replace damaged or missing doors with solid oak. Stain to match.					
Frade: 16	Conservation					
5095	INSULATION		1,927.00	EA		
	Blow R-15 cellulose insulation in closed wall cavities. R-49 cellulose blown insulation in attic after installing baffles					
	Include firestop where necessary					
rade: 17	Drywall & Plaster					
5270	DRYWALL		7,708.00	SF		
	Hang, tape and 3 coat finish drywall. Apply a 3/8 bead of adhesive to each framing member and screw or nail 8"on center. Run boards with long dimension horizontal. Wet sand ready for paint.	ł	.,			

Locatio	n:	2 - Interior A	pprox.	Wall SF: 0		Ceiling/Floor SF:	1,462
Spe	c #	Spec		Quantity	Units	Unit Price	Total Price
rade:	17	Drywall & Plaster					
		Remove loose or damaged plaster. Remove minimal amounts of walls and ceiling materials as necessary to gain access for plumbing, heating, and electrical Drywall entire interior. 1/2" on walls and ceilings. 5/8" on ceiling of addition. Green board in bathrooms.	i				
rade:	19	Paint & Wallpaper					
556	6	PREP & PAINT HOUSE (INTERIOR)		1,927.00	SF		
		Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surface Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed latex. Include any closets.	S.				
		Use Behr or approved equivalent. Eggshell finish. 2 coats. Color must be approved by the agency. Prime with Kilz or equ prior to painting.	al				
rade:	20	Floor Coverings					
593	0	UNDERLAY & VINYL SHEET GOODS		330.00	SF		
		Install 1/4" underlayment, using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings & shoe molding. \$20 material allowance for vinyl.	,				
		Kitchen, bathrooms, laundry room, mud room. Flooring will be Armstrong Solarium sheet vinyl					
596	0	REMOVE FLOOR COVERING TO SUBFLOOR		500.00	SF		
		Remove floor covering to subfloor, remove all staples/nails, inspect subfloor for water/mold damage. Remove all transitions.					
597	0	CARPET AND PAD		180.00	SY		
		Install FHA approved, nylon, plush carpet over a 1/2" medium density rebond pad w/ a minimum of seams. Stretch carpet to eliminate puckers, scallops & ripples. Include tackless strips, metal edge strips, and mending tape to cover entire floor including closets. On stairs, fasten carpet and pad at top and bottom of each riser. Carpet and pad material allowance \$25/s Owner's choice of in stockcolor and pattern.	y.				
		Living Room, Dining Room, halls, stairs (runner), and bedrooms. Colors and textures to be determined by the agence	ÿ				
rade:	23	Electric					
773	0	LIGHT FIXTUREALLOWANCE		1.00	EA		
		Buy outlets and fixtures per the plan. The agency will select th fixtures. Allow \$40 per light fixture, \$100 per fan.	e				
		Throughout house, bar lights in bathrooms, ceiling fans in bedrooms					

Address: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	2 - Interior	Approx	. Wall SF: 0		Ceiling/Floor S	F: 1,462
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 23	Electric					
7810	SMOKE DETECTORHARD WIRED		6.00	EA		
	Install a UL approved, ceiling mounted smoke and heat detect permanently wired into a receptacle box.	ctor				
8120	REWIRE HOUSE		1,927.00	SF		
	Replace all wiring, devices, motor and fixtures reusing as mu as possible and within the existing service capacity. Rewire th house to conform to the current edition of the National Electri Code.	ne				
	Replace existing electrical service with a residential, 200 amp single phase, 3 wire electric service. Include a main disconne 22 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Seal exterior service penetration.					
	See drawing for placement of outlets, switches, and finish fixtures					
Bidder: _			L	ocation	Total:	
Location:	3 - Stairway	Approx	. Wall SF: 256		Ceiling/Floor S	F: 63
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
2525	HAND RAIL WITH BALUSTERS		15.00	LF		
	Install oak handrail and 6" square newel post, and oak turned balusters 4" on center.	d				
	Stain to match other wood					
Bidder: _			L	ocation	Total:	
Location:	4 - Kitchen	Approx	. Wall SF: 376		Ceiling/Floor S	F: 138
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal					
710	DEMO NON BEARING PARTITION		1.00	EA		
	Remove partition including plaster/drywall, lath, framing members, fixtures, wiring, and mechanical runs. Dispose of i code legal dump.	n				
	Remove chase from NE corner. Use space to run plumbing and electrical to the second floor.					
Trade: 10	Carpentry					
3715	CABINETWOOD BASE		18.00	LF		
	Replace base cabinets. Install base cabinet with doors of sol oak or maple stiles and veneered plywood panels. Frame with solid oak or maple stiles, 1/2" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wo	th				

Address:	713 N Grand Traverse Street	Unit:	Unit 01			
Location:	4 - Kitchen	Approx	. Wall SF: 376		Ceiling/Floor SF	138
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 1	0 Carpentry					
	or composition material. Owner's choice of two in-stock designs. Aristokraft Grayson Saddle finish per print layout. Include i	sland				
3725	CABINETWOOD WALL Replace wall cabinets. Field measure and screw to studs, and plumb, kitchen wall cabinet. Door to have solid wood s and plywood panels. Frame to have solid wood stiles, 1/2"		14.00	LF		
	plywood sides, metal or plastic corner bracing. Aristokraft Grayson Saddle finish per print layout					
3750	COUNTER TOPPLASTIC LAMINATE Dispose of counter top. Field measure and manufacture a plastic laminate counter top, glued to particle board designe this purpose. Provide cutout for sink. Owner's choice of in-stock color and texture. Include full back and side splash.	ed for	18.00	LF		
Trade: 2	2 Plumbing					
6835	SINKDOUBLE BOWL COMPLETEGCI Install a 22 gauge 33" x 22" x 8" double bowl, stainless stee self rimming kitchen sink including a steel, metal body fauc rated at 2.0 GPM or less, with a 15 year drip- free warranty grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All co is to be soldered & all PVC fittings glued.	et, /, k	1.00	EA		
Trade: 2	3 Electric					
7575	20 AMP CIRCUITRECEPTACLE Install 20 amp, duplex receptacle with a matching plastic co plate on a separate circuit with an individual over protection device. Fish wire and repair all tear out. Add to countertop wall. GFCI protected		2.00	EA		
7630	RANGE CIRCUIT50 AMP Install 220 volt, 50 amp, surface mounted range receptacle an individual circuit. Fish wire and repair all tear out.	on	1.00	EA		
7840	RANGE HOODRECIRCULATING Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's ch of color.		1.00	EA		
Bidder:			L	ocation	Total:	
Location:	5 - Mud Room	Approx	. Wall SF: 192		Ceiling/Floor SF	36
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 1	0 Carpentry					

Auuress: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	5 - Mud Room	Approx.	Wall SF: 192		Ceiling/Floor SF:	36
Spec #	Spec		Quantity	Units	Unit Price	Total Pric
Frade: 10	Carpentry					
4160	CLOSETFRAME NEW CLOSET IN FOYER Construct a coat closet along wall. Hang, tape and 3 coat finish1/2" gypsum to both sides of the 2"x 3" framing. Hang a 3'x 6'8" 6 panel, oak, bifold door including overhead track and hardware. Install a 1"x 12" plywood shelf, 1-3/8" hanger rod a 1"x 4" interior base. Match exterior base to room. Prep and prime ready to paint. See print.	b	1.00	EA		
Bidder:			L	ocation	Total:	
Location:	7 - Living Room	Approx.	. Wall SF: 592		Ceiling/Floor SF:	322
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal					
711	REMOVE BEARING WALL Remove the wall dividing the two small bedrooms on the main floor. Remove old fireplace. Reframe closet to match print. Remove extraneous doors. Install microlam support beam as needed. Remove wall between the two rooms that will comprise the living room. Save the trim and reuse.		1.00	LF		
746	DEMO CHIMNEY Remove surplus masronry chimney by hand. After securing s and removing all potentially damaged vehicles, chisel bricks a mortar line to disassemble the chimney. Remove completely basement. Patch roof and all floors with appropriate material	to	1.00	EA		
Trade: 19	Paint & Wallpaper					
5545	REFURBISH POCKET DOORS Remove original pocket doors. Repair tracks. Remove stain down to original wood and restain wood door on both sides. I dry. Varnish 2 coats with clear polyurethane varnish, Lightly sand with fine grit sandpaper between coats to dull gloss, and tack rag surfaces. Clean and reuse original hardware where possible		1.00	EA		
Bidder:			L	ocation	Total:	
Location:	8 - Foyer	Approx.	Wall SF: 480		Ceiling/Floor SF:	224
Spec #	Spec		Quantity	Units	Unit Price	Total Pric
Trade: 10 2455	Carpentry REPLACE FIRE DAMAGED FRAMING Remove and replace fire damaged framin in walls and ceiling foyer. Prepare for new drywall.	of	1.00	LF		

Address: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	8 - Foyer	Approx.	Wall SF: 480		Ceiling/Floor SI	-: 224
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
Bidder:			L	ocation	Total:	
Location:	9 - 1/2 Bathroom	Approx.	Wall SF: 176		Ceiling/Floor SI	-: 24
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
3385	DOORPOCKET Reframe and install a 30" solid oak pocket door, in overhead track, all hardware and casing on both s See print. Stain to match.	-	1.00	EA		
3810	TOWEL BARS & TOILET PAPER HOLDER Install a 30" chrome plated steel towel bar, screw studs. Chrome Toilet paper holder American Standard Williamsburg or approved equ		1.00	EA		
3832	BATH MIRROR Install one plate glass 30x36 mirror over vanity, a secured	appropriately	1.00	SF		
Trade: 22	Plumbing					
6901	VANITY30" COMPLETE Install a 30" vanity complete with plywood cabinet marble top, dual control, brass bodied, single leve supply risers, shut-off valves and all required was to complete the installation.	er faucet, te connectors	1.00	EA		
	Aristokraft Grayson vanity with saddle finish. Sim tops with Kohler Coralis 8" center chrome faucets					
7010	COMMODEREPLACE1.6 GPFGCI Install a 2 piece, close coupled, white, vitreous ch with a maximum water usage per flush of 1.6 Gall plastic or pressed wood white seat, supply pipe, s flap valve and wax seal. Kohler Wellington elongated, with matching seat	ons. Include hut-off valve,	1.00	EA		
Trade: 23	Electric					
7590	RECEPTACLEGFCI BATH Install a flush mounted, ground fault circuit interru receptacle adjacent to lavatory using copper rome and repair all tear out.		1.00	EA		
7818	FIXTURELIGHT, VENT Install a single bulb light fixture with an exterior du with damper capable of 60 cfm, controlled by 2 m supplied switches, using #14 copper Romex. Fish repair tear out.	anufacturer-	1.00	EA		

Address: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	9 - 1/2 Bathroom	Approx	. Wall SF: 176		Ceiling/Floor SF	24
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 23	Electric					
Bidder:			L	ocation	Total:	
Location:	10 - Upstairs Bathroom	Approx	. Wall SF: 280		Ceiling/Floor SF	77
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
3810	TOWEL BARS & TOILET PAPER HOLDER Install two 30" chrome plated steel towel bar, screwed secure to studs. Chrome Toilet paper holder American Standard Williamsburg or approved equal	ely	1.00	EA		
3832	BATH MIRROR Install one plate glass 60x36 mirror over vanities, appropriat secured	ely	1.00	SF		
4160	CLOSETFRAME NEW CLOSET IN BATHROOM Construct a closet in bathrom (see print). Hang, tape and 3 coat finish1/2" gypsum to both sides of the 2"x 3" framing. Hang a 3'x 6'8" 6 panel, solid oak, bifold door including overhead track and hardware. Install a 1"x 12" plywood shelt 1-3/8" hanger rod and 1"x 4" interior base. Match exterior bat to room. Prep and prime ready to paint.		1.00	EA		
Trade: 22	Plumbing					
6901	VANITY36" COMPLETE Install a 36" vanity complete with plywood cabinet, cultured marble top, dual control, brass bodied, single lever faucet, supply risers, shut-off valves and all required waste connecte to complete the installation. Aristokraft Grayson vanity with saddle finish. Simulated mar tops with Kohler Coralis 8" center chrome faucets		2.00	EA		
6958	BATHTUB/SHOWER5' FIBERGLASSSterling Install a 5', 4 piece, Kohler Sterling [™] , 60" x 30" x 72" Product 61030126 Tub/Shower - Complete Unit - http://www.sterlingplumbing.com/home.strl - fiberglass tub ar shower unit complete with pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Kohler Forte chrome tub valve - & a shower head with a maximum 2 GPM flow rate.	nd	1.00	EA		
7010	COMMODEREPLACE1.6 GPFGCI Install a 2 piece, close coupled, white, vitreous china, commo with a maximum water usage per flush of 1.6 Gallons. Includ plastic or pressed wood white seat, supply pipe, shut-off valv flap valve and wax seal. Kohler Wellington elongated, with matching seat	е	1.00	EA		

Address: 713	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	10 - Upstairs Bathroom	Approx	. Wall SF: 280		Ceiling/Floor SF:	77
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 23	Electric					
7590	RECEPTACLEGFCI BATH Install a flush mounted, ground fault circuit interrupted duple receptacle adjacent to lavatory using copper romex. Fish wi and repair all tear out.		1.00	EA		
7818	FIXTURELIGHT, VENT Install a single bulb light fixture with an exterior ducted vent f with damper capable of 60 cfm, controlled by 2 manufacture supplied switches.		1.00	EA		
Bidder:			L	ocation	Total:	
Location:	11 - Master Bedroom	Approx	. Wall SF: 592		Ceiling/Floor SF:	300
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal					
711	REMOVE BEARING WALL Shore up structure with a 6" steel beam or 2"x12" flitch plate beam supported by 2"x4"- 12" OC with a double 2"x4" sole plate. Remove wall to make master bedroom. Install 9 1/2" micro laminated beam to carry roof framing. Remove damaged framing, finish materials and trim. Save and reuse base trim.		1.00	LF		
Trade: 10	Carpentry					
2455	REFRAME NORTH WINDOW Reframe window to meet egress requirements		1.00	EA		
Bidder:			L	ocation	Total:	
Location:	12 - North Bedroom	Approx	. Wall SF: 288		Ceiling/Floor SF:	81
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
2455	REFRAME WINDOW Reframe window in the NW corner to meet egress requirements.		1.00	DY		
4160	CLOSETFRAME NEW CLOSET IN BEDROOM Construct a 28" deep by 4' wide closet in bedroom along wa Hang, tape and 3 coat finish1/2" gypsum to both sides of the 3" framing. Hang a 3'x 6'8" 6 panel, solid oak, bifold door including overhead track and hardware. Install a 1"x 12" plywood shelf, 1-3/8" hanger rod and 1"x 4" interior base. Match exterior base to room. Prep and prime ready to paint. See print.	2"x	1.00	EA		

Bidder:			L	ocation	Total: _	
Location:	13 - South Bedroom	Approx.	Wall SF: 288		Ceiling/Floor S	SF: 81
Spec #	Spec		Quantity	Units	Unit Price	Total Pri
Frade: 10	Carpentry					
4160	CLOSETFRAME NEW CLOSET IN BEDROOM Close entrance into hallway and reframe door for bifolds. Han tape and 3 coat finish1/2" gypsum to both sides of the 2"x 3" framing. Hang a 5'x 6'8" 6 panel, solid oak, bifold door including overhead track and hardware. Install a 1"x 12" plywood shelf, 1-3/8" hanger rod and 1"x 4" interior base. Match exterior base to room. Prep and prime ready to paint.	ng,	1.00	EA		
Bidder:			L	ocation	Total:	
Location:	14 - Laundry	Approx.	Wall SF: 192		Ceiling/Floor S	SF: 36
Spec #	Spec		Quantity	Units	Unit Price	Total Prie
Frade: 10	Carpentry					
2455	PARTITION2"X4" NON BEARING Move door to laundry room. Reuse if possible.		1.00	LF		
	See print.					
Bidder:			L	ocation	Total: _	
Bidder: Location:	See print.	Approx.	L Wall SF: 952	ocation	Total:	SF: 1,120
	See print.	Approx.		ocation Units	_	•
Location:	See print. 15 - Basement	Approx.	Wall SF: 952		Ceiling/Floor S	SF: 1,120 Total Pric
Location: Spec #	See print. 15 - Basement Spec		Wall SF: 952		Ceiling/Floor S	
Location: Spec # Trade: 6	See print.		Wall SF: 952 Quantity	Units	Ceiling/Floor S	•
Location: Spec # Trade: 6 865	See print.		Wall SF: 952 Quantity	Units	Ceiling/Floor S	,
Location: Spec # Trade: 6 865	See print.		Wall SF: 952 Quantity 1.00	Units	Ceiling/Floor S	,
Location: Spec # Frade: 6 865 Frade: 7 1105	See print.		Wall SF: 952 Quantity 1.00	Units RM EA	Ceiling/Floor S	

Address: 713	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	15 - Basement	Approx	. Wall SF: 952		Ceiling/Floor S	F: 1,120
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
	Install a grippable handrail w/ 2 coats of polyeurethane fini Install 4 x 4 for support where necessary	sh.				
2915	WINDOWWOOD CUSTOM Duplicate basement windows, including hardware. Frame w be pressure treated SYP and sash will be pine with glazed g and primed and finished with 2 coats		2.00	EA		
Trade: 16	Conservation					
4995	INSULATE RIM JOISTFIBERGLASSGCI After Air Sealing is complete, staple R19 fiberglass batts with Kraft faced backing to the interior of the rim joist at the entir perimiter of the basement and/or crawl space exterior walls. Installation to extend from the subfloor for the first floor to the top of the foundation wall. The batts will be neatly cut to fit precisely with no compression of the fiberglass fibers, and of fit neatly around wires, pipes and other components that interfere.	e	100.00	LF		
Trade: 21	HVAC					
6041	FURNACE 90+ GAS - REPLACEGCI FURNACE: install a 90+ gas fired forced air furnace with minimum AFUE rating of 90% on 2" patio block to existing of work & gas line. New furnace to be vented with PVC piping manufacturer's specifications. New furnace will have minim limited warranties of: 20 years on heat exchangers; 5 years parts. Include auto set back thermostat controls, vent pipe, electric supply, & new shut- off valve. An exterior return a filter box shall be installed on one side, both sides, or bottor new furnace. Seal all exposed duct joints as a part of this it with Duct Mastic. Remove old and provid new head ducts to heat the perimet walls on the first and second floors. and cold air returns in the interior walls for both floors. Include programmable thermostat on main floor	per um on new ir n of em er	1.00	EA		
6180	A/C CENTRAL UNIT Submit manuf's cut sheet & cooling load calcs to owner min working days prior to installation. Install central A/C system min EER of13 including condensing unit, A type coil, contro power wiring, insulated freon lines, plenums, ext pad & connections to create a product capable of 68 F interior whe ext is 100 F at 95% humidity. Provide owner w/factory warra manual & 1-yr contractors warranty.	w/ ∣& en	1.00	EA		
6415	DRYER VENTGCI Install 4" rigid aluminum vent tubing from the specified dryer location to a 4" wall mounted dryer vent hood with a back-flu preverter and NO screening. Do not fasten with nails, screw other fasteners that protrude into the interior of the exhaust duct. Seal all seams in the system with duct mastic or aluminum foil tape, not duct tape. Secure duct and hood to framing.	w	1.00	EA		

Addres	ss: 71	13 N Grand Traverse Street	Unit: Unit 01			
Locatio	on:	15 - Basement	Approx. Wall SF: 952		Ceiling/Floor S	F: 1,120
Spe	ec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	21	HVAC				

Trade: 22	Plumbing			
6602	PLUMBINGINSPECT MAIN WATER AND SEWER CONNECTIONS	1.00	EA	
	Have a license plumber inspect the main water and sewer hook ups and provide a written inspection report to the agency			
6715	DRAIN, WASTE, VENTPVC	1.00	EA	
	Remove all drain, waste and wet vent lines to code legal dump. Install schedule 40 PVC or cast iron DWV lines to service one 3-piece bath, one 2 piece bath, kitchen and laundry area from the foundation perimeter to roof vent terminus.			
7071	HWH -POWER VENT 40 GAL GAS POWER VENTEDGCI	1.00	EA	
	Install a 40 gallon, glass lined, high efficient, power vented, insulated to R-7, gas water heater with a 10 year warranty. Include pressure & temperature relief valve, discharge tube to within 6" of floor, condensate pump, owners manual & all duct work to power vent to exterior. Provide separate electrical circuit & new gas piping from shut-off valve to fixture. Lochinvar or approved equivalent			
7115	LAUNDRY TUB AND FAUCET - INSTALL	1.00	EA	
	Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Include standard 2 handle chrome laundry faucet. Hook up waste line.			
7135	HOSE BIBB	2.00	EA	
	Install a bronze, freeze free hose bibb on outside of structure with inside shut-off valve and backflow preventer. Seal exterior penetration with silicone caulk.			
7190	WATER SUPPLY	1.00	EA	
	Remove all water supply from meter on, to code legal dump. Install pex supply lines with 3/4" main, 1/2" fixture grouping trunk, and 3/8" individual supply lines to service one 3-piece bath, one 2 piece bath, kitchen & laundry area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, supply lines & air gaps.			
Trade: 23	Electric			
7475	ELECTRIC SERVICE200 AMP	1.00	EA	
	Dispose of old electric service to code legal dump. Install a 200 amp, main disconnect, 110/220 volt, 24 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Caulk exterior service penetration.			
7615	WASHER CIRCUIT 110\20 AMP	1.00	EA	
	Install a flush or surface mounted duplex outlet for a washing machine on a separate 20 amp circuit using #12 copper Romex. GFCI Protected			
7620	DRYER CIRCUIT30 AMP	1.00	EA	

	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	15 - Basement	Approx	. Wall SF: 952		Ceiling/Floor SF:	1,120
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 23	Electric					
	Install 220 volt, 30 amp, surface mounted receptacle on an individual circuit.					
Trade: 24	Extermination					
8395	PEST MANAGEMENT Employ an exterinator to address the wood chuck problem around the house and carriage house. Trap or bait to elimin problem	ate	1.00	DU		
Bidder:			L	ocation	Total:	
Location:	16 - Upstairs Hall	Approx	. Wall SF: 368		Ceiling/Floor SF:	102
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
	Cut and frame an attic access hatch of 3/8" plywood (24" x 3 Trim with casing to match room, prime topcoat, weatherstrip					
	with closed cell foam and insulate with 1" closed cell polystyrene. See print.					
Bidder:	with closed cell foam and insulate with 1" closed cell polystyrene.		L	ocation	Total:	
Bidder: Location:	with closed cell foam and insulate with 1" closed cell polystyrene.		L . Wall SF: 0	ocation	Total:Ceiling/Floor SF:	202
	with closed cell foam and insulate with 1" closed cell polystyrene. See print.			ocation Units		202 Total Price
Location:	with closed cell foam and insulate with 1" closed cell polystyrene. See print. 17 - Front Porch		. Wall SF: 0		Ceiling/Floor SF:	
Location: Spec #	with closed cell foam and insulate with 1" closed cell polystyrene. See print. 17 - Front Porch Spec	Approx	. Wall SF: 0		Ceiling/Floor SF:	
Location: Spec # Trade: 6	with closed cell foam and insulate with 1" closed cell polystyrene. See print. 17 - Front Porch Spec Concrete & Paving FOOTINGPIER Install a footing system to support brick columns. Pier shall 4" wider than the column and 42" deep. Concrete shall be	Approx	. Wall SF: 0 Quantity	Units	Ceiling/Floor SF:	

Location:							
	:	17 - Front Porch	Approx	. Wall SF: 0		Ceiling/Floor SF:	202
Spec	#	Spec		Quantity	Units	Unit Price	Total Pric
Trade:	10	Carpentry					
3560		PORCHREBUILD		202.00	SF		
		Construct new porch using 2"x 8" joists with 3/4" tongue and groove flooring (#1 fir). Flooring shall run North and South. The boards will be primed on all sides and installed using a concealed nail applied at an angle to secure the deck. Install cedar fascia boards and a soffit around the 12" overhang. Install a beaded board ceiling on the porch. Steps shall be 8' wide and porch railing will match existing style and size. They will also meet current codes. Install 4 new wood column (include capitols and bases). Include partial columns (2) wher porch meets house.	s				
		Raise grade so porch is less than 30" from grade.					
3575		TREATED WOOD STEPS		1.00	EA		
		Build a treated lumber stair case. Match existing style and siz All foundation lumber should be approved for ground contact. Handrail will be a pipe handrail, anchored in cement and painted.					
Bidder:				L	ocation	Total:	
Location:	:	18 - Exterior	Approx.	. Wall SF: 0		Ceiling/Floor SF:	0
Spec	#	Spec		Quantity	Units	Unit Price	Total Pric
Trade:	4	Site Work					
475		LANDSCAPING ALLOWANCE		1.00	A 1		
					AL	<u></u>	
		the trees that abut the structure or within 5 ft. of the house or carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed.	d		AL		
Trade:	6	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over	d		AL		
Trade: 980	6	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed.	d	1,270.00	SF		
	6	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving	ed				
	6	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving DRIVEWAYASPHALT Driveway will be graded and 2 inches of stone mix will be add and compacted. Install a 2 inch lift of base asphalt and a 1 in	ed ch				
980	<u>6</u>	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving DRIVEWAYASPHALT Driveway will be graded and 2 inches of stone mix will be add and compacted. Install a 2 inch lift of base asphalt and a 1 in top coat of 22A wearing surface. Driveway will run from the existing concrete to the carriage ba (10 ft wide) and will have a 14 x 30 turnaround in front of the	ed ch				
980	-	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving DRIVEWAYASPHALT Driveway will be graded and 2 inches of stone mix will be add and compacted. Install a 2 inch lift of base asphalt and a 1 in top coat of 22A wearing surface. Driveway will run from the existing concrete to the carriage ba (10 ft wide) and will have a 14 x 30 turnaround in front of the carriage barn.	ed ch				
980 Trade:	-	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving DRIVEWAYASPHALT Driveway will be graded and 2 inches of stone mix will be add and compacted. Install a 2 inch lift of base asphalt and a 1 in top coat of 22A wearing surface. Driveway will run from the existing concrete to the carriage ba (10 ft wide) and will have a 14 x 30 turnaround in front of the carriage barn. Masonry BRICK LINTEL Install steel angle 3-1/2"x3" by 1/4" thick. Repair surrounding	ed ch	1,270.00	SF		
980 Trade:	-	carriage house will be removed and the stumps will be groun out 12 inches below grade. The lot will be cleared of over growth and savable mature trees will be trimmed. Concrete & Paving DRIVEWAYASPHALT Driveway will be graded and 2 inches of stone mix will be add and compacted. Install a 2 inch lift of base asphalt and a 1 in top coat of 22A wearing surface. Driveway will run from the existing concrete to the carriage ba (10 ft wide) and will have a 14 x 30 turnaround in front of the carriage barn. Masonry BRICK LINTEL	ed ch irn	1,270.00	SF		

	40 Exterior	nnrov	Wall SF: 0		Ceiling/Floor SF:	0
cation:		ppiox.			-	
Spec #	Spec		Quantity	Units	Unit Price	Total Pric
de: 10	Carpentry					
2265	REPLACE DAMAGED SECTIONS OF BOND JOIST Replace rotten or damaged sections of bond joist priot to sidin	g.	25.00	LF		
2590	SIDINGPINE Prepare surface by removing nails, installing backers,Tyvek or equivalent vapor barrier and aluminum flashing at all openings Nail 6" "Pawlonia" pine siding (fully primed) to the surface usin galvanized siding nails (Maze Stormguard double dipped in molten zinc) driven at least 1" into studs. Stagger joints in adjacent pieces and center all butt joints over studs. Corner posts, window, and door trim will be fully primed cedar as well. Remove old siding in preparation for installation. Corner posts band boards trim, water table, window trim and frieze boards	ng	430.00	SF		
2615	 shall be replaced to match existing look. Corner posts on stairwell bump out will be duplicated and replaced SIDINGCEDAR SHINGLE Install 18" #1 Western red cedar shingles with an 4" exposure using aluminum or galvanized nails. Shingles will be primed and factory stained "Baked Brick". Installation will be according 		964.00	SF		
	tothe Best practices by JLC using the Rainscreen mat. Remove old shingles and wrap with Tyvek in preparation for new shingles. Include 3 decorative gable vents. Match existin	g.				
3575	 TREATED WOOD BACK PORCH Build a treated lumber porch/landing. Include piers, posts, stringers, steps, and rail. Use appropriately sized floor joists for span. All foundation lumber should be approved for ground contact. 8' x 11' of back entrance of kitchen. No hand rail necessary. Include stairs to ground level. 	or	88.00	EA		
de: 15	Roofing					
4490	ROOF SHEATHING 7/16" Install 7/16" OSB sheathing nailed 8" on center using plywood clips.		2,400.00	SF		
4580	TEAR OFF AND REROOF SHINGLES Remove and dispose of all roofing & defective sheathing. Cut 1" wide vent at ridge board. Staple 15 lb felt. Install preformed aluminum, drip edge, and vent pipe boots. Install Certainteed Landmark Architectural shingles with a 30 yr warranty. Replac all flashing. Install shingle-over ridge vent. Include "Ice and water shield" where specified by code Since soffit venting is impractical. Install Smart Vent or		23.00	SQ		
4631	equivalent 1/2 ROUND 6" ALUMINUM GUTTER Replace gutters with 1/2 round, aluminum seamless and hung 3' o.c. with strap hangers. Downspouts should be 5" round. Each downspout should have a concrete splashblock	I	255.00	LF		
4760	Soffit, fascia, rakes, and crown moulding will be repaired or replaced with matching materials. The wet scrape sand method		250.00	LF		

Addres	ss: 71	3 N Grand Traverse Street	Unit: Unit 01	
Location: 18 - Exterior		18 - Exterior	Approx. Wall SF: 0	Ceiling/Floor SF: 0
Spe	ec #	Spec	Quantity Uni	ts Unit Price Total Price
Trade:	15	Roofing		
		encapsulant.		

Trade:	19	Paint & Wallpaper				
565	6	PREP & PAINT EXTERIOR SIDING & WINDOWS	430.00	SF		
		Cover ground with drop cloth. Exterior wil be caulked along a wood joints and all openings (window and door). The house be painted with two coats of exterior latex paint with a 2 color system (base, trim). Colors will be Baked Brick on siding and Bright white on all trim.	will			
		Include caulking. Existing windows will be primed and top coated with 2 coats of bright white.				
Bidder:	:		L	ocation	Total:	
Locatio	n:	19 - Carriage House	Approx. Wall SF: 1,275		Ceiling/Floor S	F: 451
Spe	ec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	5	Demolition & Disposal				
715		GUT STRUCTURE INTERIOR	1.00	EA		
		Remove all wall finishes, windows, doors, trim, equipment, debris and household items from structure and dispose of in legal landfill. Remove bath and the wall between bath and garage to make area large enought for parking. Sand will ha to be removed as well as plumbing.	ve			
Trade:	6	Concrete & Paving				
980		GARAGE FLOORCONCRETE	50.00	SF		
		Level surface, prepare a 3" gravel base over a uniformly grac & compaceted subgrade. Form and pour 3000 psi air entrain concrete, 4" thick pad. Provide #10 welded wire mesh, expansion joints at 10' intervals, and a broom finish surface. Remove forms. Pour slab to match existing in old bathroom.				
Trade:	10	Carpentry				
259	0	SIDINGCLAPBOARD	800.00	SF		
		Prepare surface by removing nails, installing backers, Tyvek of equivalent vapor barrier and aluminum flashing at all opening Nail 6" "German #117" pine siding (fully primed) to the surface using galvanized siding nails (Maze Stormguard double dipper in molten zinc) driven at least 1" into studs. Stagger joints in adjacent pieces and center all butt joints over studs. Corner posts, window, and door trim will be fully primed cedar as we	s. ce ed			
261	5	SIDINGCEDAR SHINGLE Remove damaged and deteriorated shingles. Install 18" #1	400.00	SF		

Address: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Location:	19 - Carriage House	Approx	. Wall SF: 1,275		Ceiling/Floor S	SF: 451
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry					
	galvanized nails.					
	Same as house					
2887	 WINDOWWOOD DBL HNG/DBL GLZ Dispose of window unit and install a wood, double hung, douglazed, one-over-one window and jamb complete with screet snap-in mullion, hardware, weatherstripping, interior stool, apron, casing, and outside casing. Prime before installing. Repair all walls disturbed by removal and installation. Paint acrylic both sides. Clean glass. In bathroom, use obscure glass Dispose using state guidelines for lead abatement. Window should be Crestline or approved equivalent. Glass should be thermo pane and low E. Gap around windows should be set with minimal expanding foam. 	n, s e	10.00	EA		
3200	DOOR OVERHEAD GARAGE Dispose of patio door. Install an insulated steel, 8'x 7' garage door including hardware, exterior trim and drip cap. Refram wall to receive door. Door will be Clopay "Coachman"		1.00	EA		
3560	PORCHREBUILD		60.00	SF		
	Remove deteriorated porch. Construct 12" masonry piers, 2 6" joists with 5/4" pressure treated flooring. Posts and ceiling trim should match existing. Bead board will be used for the ceiling material. Construct roof structure with 2"x 6" rafters, 1/2" plywood deck, aluminum gutter and downspouts and 1/ plywood ceiling. Structural lumber and deck shall be preservative treated.)				
Trade: 15	Roofing					
4580	TEAR OFF AND REROOF SHINGLES Remove and dispose of all roofing & defective sheathing. C 1" wide vent at ridge board. Replace up to 5 sf of sheathing 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt dimensional shingle with a 30 yr warranty. Replace all flashi Install shingle-over ridge vent. Include "Ice and water shield" where specified by code. Call NSP for "open roof" inspection prior to drying in. Include rubber membrane over porch	per , , ng.	9.00	SQ		
4585	RESHEET7/16" OSB Remove roof to deck. Install 7/16" OSB over entire roof.		900.00	SF		
Trade: 19	Paint & Wallpaper					
5655	PREP & PAINT EXTERIOR WOOD		450.00	SF		
5055	Cover ground with drop cloth. Caulk and fill holes. Spot prin and top coat two colors with owner's choice of premixed acr		400.00	UI		
						Page 18 of 19

Addres	s: 71	3 N Grand Traverse Street	Unit:	Unit 01			
Locatio	n:	19 - Carriage House	Approx	. Wall SF: 1,275		Ceiling/Floor SF	451
Spe	ec #	Spec		Quantity	Units	Unit Price	Total Price
Trade:	19	Paint & Wallpaper					
		latex.					
		"Baked Brick" to match the house. Trim to be bright white					
Trade:	23	Electric					
746	5	ELECTRIC SERVICE100 AMP		1.00	EA		
		Dispose of old electric service to code legal dump. Install a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter soch weather head, service cable, and ground rod and cable. Cau exterior service penetration.					
		Include 2 exterior lights. 1 light in each room. 2 outlets in eac room	h				
Bidder	:			L	ocation	Total:	
		Unit Total for 713 N	Grand	Traverse Stree	et, Unit	Unit 01:	
		Address Grand Tot	al for 7	713 N Grand T	raverse	e Street:	

(6) Federal Davis Bacon Wage Determination update

GENERAL DECISION: MI20100012 07/02/2010 MI12

Date: July 2, 2010 General Decision Number: MI20100012 07/02/2010

Superseded General Decision Number: MI20080012

State: Michigan

Construction Type: Residential

County: Genesee County in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification	Number	Publication Date
0		03/12/2010
1		03/19/2010
2		06/04/2010
3		07/02/2010

BRMI0010-029 10/01/2009

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner\$ Cement Mason and plasterer\$ FINISHER\$ Tile, Marble & Terrazzo Worker\$	26.05 22.45	14.90 12.88 10.52 12.49

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

ELEC0948-002 06/04/2007

	Rates	Fringes
ELECTRICIAN\$ Sound & Communication	24.54	5.35+15%
Technician\$	22.10	6.60+15.50%
* ENGI0326-007 05/01/2010		
	Rates	Fringes
OPERATOR: Power Equipment GROUP 1\$ GROUP 2\$ GROUP 3\$	28.14	18.90 18.90 18.90

FOOTNOTES:

Certified Crane Operator Premiums:

a) Swing Boom Truck Operator over 12 tons-\$.50 per hour
b) Hydraulic Crane Operator 75 tons and under-\$.75 per hour
c) Hydraulic Crane Operator over 75 tons-\$1.00 per hour

(6) Federal Davis Bacon Wage Determination update d) Lattiee Boom Crane Operator-\$1.50 per hour 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. Tower crane operator with CCO certification for combined length of mast and boom 220' or longer GROUP 2: Crane operator with main boom and jib 140' or longer, tower cranes (Operators without CCO certification, or less than 220' length), gantry crane, whirley derrick GROUP 3: Regular equipment operator; crane, stiff leg derrick, scraper, dozer, grader, front end loader, hoist, job mechanic, concrete pump truck, hydro excavators _____ LAB00465-006 06/01/2010 Fringes Rates Laborer: Asphalt Raker.....\$ 24.12 11.49 Pipelayer.....\$ 24.33 11.49 _____ * LAB01075-007 06/01/2010 Rates Fringes LABORER: Mason Tender.....\$ 14.27 12.69 . PLUM0370-004 06/01/2010 Rates Fringes PLUMBER (Excluding HVAC piping).....\$ 24.05 17.35 FOOTNOTE: Welding of galvanized material: \$1.00 per hour additional. ------SFMI0669-002 01/01/2010 ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND DICKINSON, EATON, EMMEI, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANTIAC, SCHOOLCRAFT, SHTAWASSEE, TUSCOLA CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

(6) Federal Davis Bacon Wage Determination update Rates Fringes		
SPRINKLER FITTER\$ 31.46 15.85		
SUMI2000-002 06/05/2000		
Rates Fringes		
CARPENTER (does not include batt insulation and drywall hanger)\$ 14.29 3.33		
CEMENT MASON/CONCRETE FINISHER\$ 17.00 3.98		
Drywall Finisher/Taper\$ 18.36		
DRYWALL HANGER\$ 24.00		
FLOOR LAYER: Carpet (Soft) Floor\$ 15.00		
GLAZIER\$ 20.81 3.34		
HVAC MECHANIC		
INSULATOR - BATT\$ 11.00 2.53		
INSULATOR - BLOWN\$ 8.86		
LABORER\$ 12.31 4.62		
PAINTER (Brush and Roller) (does not include drywall finisher)		
Power equipment operators: Bulldozer\$ 16.45 3.25 Grader\$ 17.11 .85		
ROOFER, Including Built Up, Composition and Single Ply Roofs\$ 10.94		
Sheet metal worker (does not include HVAC duct work)\$ 12.34 3.88		
TEAM0332-001 06/01/2001		
Rates Fringes		
TRUCK DRIVER\$ 19.11 .22 + 252.70/wk		
FOOTNOTE:		
Paid Holidays: New Year's Day, Good Friday afternoon, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, provided that the worker has 30 days or more of continuous employment with any one contractor, and that the worker works the last scheduled workday before the holiday and the first scheduled workday after the holiday.		

WELDERS - Receive rate prescribed for craft performing Page 3 (6) Federal Davis Bacon Wage Determination update operation to which welding is incidental.

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Page 4

(6) Federal Davis Bacon Wage Determination update interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

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

 $\ensuremath{\textbf{(2)}}$ 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 program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in 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, <u>40 USC 3701 et seq</u>.

(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."

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY OFFICE OF COMMUNITY DEVELOPMENT

NSP PROGRAM

SECTION 3 CLAUSE

- 1. All contractors and subcontractors and the City itself when acting as a contractor shall be asked to indicate a good faith effort to meet the Section 3 requirement by signing contracts which contain the clause set forth in 24 CFR 135.20(b) as follows:
 - A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - B. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the application for or recipient of Federal financial assistance, take appropriate action pursuant to the contract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal Assistance is provided, and to such sanctions.
Contract and Subcontract Activity

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information is provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or relesed outside the United States Department of Housing and Urban Development without your consetn, except as required or permitted by Law.

1. Grantee/Project Owner/De	eveloper/Sponsor/B	uilder/Agency									Check	k if:	2. Locati	ion (City	, State Zip Code)		
											PH						
											IH						
											CPD						
				1		1					Housing				1		
3a. Name of Contact Person				3b. Phone Number (Includ	ling Area Code)	4. Reporti	ng Period			5. Program Code (Not app					6. Date Submitted to Field Off	ice	
							0.4.1.4		ual EV)	See explanation of Codes separate sheet for each pro-	at bottom of	Page Us	ea				
			Contractor or				Oct. 1 - 3	Sept. 30 (Ann	uai - FY)	separate sheet for each pro	ogram coue.						
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.	Amount of Contract	Type of Trade Code (See below)	Contractor or Subcontractor Business Racial/Ethnic (See below)	Woman Owned Business (Yes or No)	Prime Contractor Identification (ID) Number	Sec. 3 Number Sec. 3 Subcontractor Contractor/Subcontractor Sec. 3 Sec. 3 Sec. 3						ractor Na 7j.	Name and Address				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h	7i.			-						
										Name		St	treet		City	State	Zip
-																	
																	1
7c: Type of Trade Codes:							7d: Racial/Ethnic Codes: 5: Program Codes				a Codes (Complete for Housing and Public and Indian Housing programs only):						

CPD:

3 = Other

1 = New Construction

Housing/Public Housing: 1 = New Construction 6 = Professional

3 = Repair

4 =Service

5 = Project Mangt

2 = Substantial Rehab. 7 = Tenant Services

8 = Education/Training 9 = Arch./Engrg. Appraisal 0 = Other

1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews

(Compi ig pr ug ug. IY)

1 = All Insured, including Section8 2= Flexible Subsidy

3 = Section 8 Noninsured, Non-HFDA 4 = Insured (Management)

5 =Section 202 6 = HUD-Held (Management)

7 = Public/India Housing 8 =Section 811

form HUD-2516 (8/98)

Previous editions are obsolete.

2 = Education/Training

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.	completed for public and Indian housing and most community development programs. Form HUD- 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very Low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 person or more owned by low-income residents;	costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.	or provides subcontracting or business development opportunities to businesses owned by low or low- income residents. Low and very low-income residents; include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.	Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.
This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be	The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller an larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction	
Community Development Programs	Multifamily Housing Programs	Public Housing and Indian Housing Programs
1. Grantee: Enter the name of the unit of government submitting this report.	1. Grantee/Project Owner:Enter the name of the unit of government, agency or mortgagor entity submitting this report.	PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.	3. Contact Person: Same as item 3 under CPD Programs.	1. Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.
7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.	4. Reporting Period: Check only one period.	3. Contact Person: Same as item 3 under CPD Programs.
7b. Amount of Contract/Subcontract Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.	5. Program Code: Enter the appropriate program code.	4. Reporting Period: Check only one period.
7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.	5. Program Code: Enter the appropriate program code.
The "other" category includes supply, professional services and all other activities except construction and education/training activities.	7b. Amount of Contract/SubcontractSame as item 7b. under CPD Programs.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.
7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.	7c. Type of Trade: Same as item 7c. under CPD Programs.	7b. Amount of Contract/Subcontract:Same as item 7b. under CPD Programs.
When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.	7d. Business Racial/Ethnic/Gender Code:Same as item 7d. under CPD Programs.	7c. Type of Trade: Same as item 7c. under CPD Programs.
7e. Woman Owned Business: Enter Yes or No.	7e. Woman Owned Business: Enter Yes or No.	7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.
7f. Contractor Identification (ID) Number Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.	7f. Contractor Identification (ID) NumberSame as item 7f. under CPD Programs.	7e. Woman Owned Business: Enter Yes or No.
7g. Section 3 Contractor:Enter Yes or No.	7g. Section 3 Contractor: Enter Yes or No.	7f. Contractor Identification (ID) Number:Same as item 7f. under CPD Programs.
7h. Subcontractor Identification (ID) Number Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.	7h. Subcontractor Identification (ID) NumberSame as item 7h. under CPD Programs.	7g. Section 3 Contractor: Enter Yes or No.
7i. Section 3 Contractor: Enter Yes or No.	7i. Section 3 Contractor:Enter Yes or No.	7h. Subcontractor Identification (ID) Number Same as item 7h. under CPD Programs.
7j. Contractor/Subcontractor Name and AddressEnter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.	7j. Contractor/Subcontractor Name and AddressSame as item 7j. under CPD Programs.	7i. Section 3 Contractor: Enter Yes or No.
		7j. Contractor/Subcontractor Name and Address/Same as item 7j. under CPD Programs.

THE APPLICABILITY OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 TO NEIGHBORHOOD STABILIZATION PROGRAM FUNDING

Neighborhood Stabilization Program Funding ⁱ

The Neighborhood Stabilization Program (NSP) was established for the purpose of stabilizing communities that have suffered from foreclosures and abandonment through the purchase and redevelopment of foreclosed and abandoned homes and residential properties.

NSP 1, a term that references the NSP funds authorized under Division B, Title III of the Housing and Economic Recovery Act (HERA) of 2008, provides grants to all states and selected local governments on a formula basis. **NSP 2**, refers to NSP funds authorized under the American Recovery and Reinvestment Act (the Recovery Act) of 2009, and provides grants to states, local governments, nonprofits and a consortium of nonprofit entities on a competitive basis. The Recovery Act also authorized HUD to establish **NSP-TA**, a \$50 million allocation made available to national and local technical assistance providers to support NSP grantees.

NSP is a component of the Community Development Block Grant (CDBG) program. The CDBG regulatory structure is the platform used to implement NSP and the HOME program provides a safe harbor for NSP affordability requirements. NSP funds are to be used for activities that include, but are not limited to:

- Establishing financing mechanisms for purchase and redevelopment of foreclosed homes and residential properties;
- Purchasing and rehabilitating homes and residential properties abandoned or foreclosed;
- Establishing land banks for foreclosed homes;
- Demolishing blighted structures; and
- Redeveloping demolished or vacant properties

NSP grantees can use their discretion to develop their own programs and funding priorities. However, at least 25 percent of their NSP funds shall be appropriated for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of the area median income. In addition, all activities funded by NSP must benefit low- and moderate-income persons whose income does not exceed 120 percent of area median income.

Economic Opportunities for Low- and Very Low-Income Persons (Section 3)

Section 3 of the Housing and Urban Development Act of 1968 recognizes that the **normal expenditure** of certain HUD funds typically results in new jobs, contracts, and other economic opportunities; and when these opportunities are created, low- and very low-income persons residing in the community in which the funds are spent (**regardless of race and gender**), and the businesses that substantially employ them, shall receive priority consideration.

Section 3 is one of HUD's tools for ensuring that the expenditure of federal funds in economically distressed communities has a multiplier effect by targeting local low- and very low-income persons and qualified businesses for jobs, training, and contracting opportunities.

Section 3 Applicability to NSP Funds

A grantee's combined investment in excess of \$200,000 of NSP funding into projects arising in connection with **housing construction**, **demolition**, **rehabilitation**, **or other public construction** makes the requirements of Section 3 applicable to all individual properties that receive services with these funds – regardless of the actual amount that is spent on each individual unit/property.

Accordingly, the grantee shall ensure compliance with the statutory and regulatory requirements of Section 3 in its own operations, and those of covered contractors. These responsibilities include:

- 1) Making efforts to meet the minimum numerical goals found at 24 CFR Part 135.30;
- 2) Complying with the specific responsibilities at 24 CFR Part 135.32; and
- 3) Submitting Annual Summary reports in accordance with 24 CFR Part 135.90.

If covered contractors receive awards that exceed \$100,000 for the construction and rehabilitation activities listed above, responsibility for Section 3 compliance is shared with that firm (with the exception of the submission of the Section 3 Annual report (Form HUD 60002), which must be submitted by the direct recipient of covered funds).

If **no contractor receives an award exceeding \$100,000**, responsibility for complying with the requirements of Section 3 stays with the grantee. Specifically, the grantee shall be responsible for awarding 10 percent of the total dollar amount of all covered contracts to Section 3 business concerns. Each recipient shall fulfill the responsibilities described below to meet the requirements of Section 3.



Recipient Responsibilities Pursuant to Section 3 [24 CFR Part 135.32]

Each recipient of Section 3 covered financial assistance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for **<u>new</u>** employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- 1. Implementing procedures to notify Section 3 residentsⁱⁱ and business concernsⁱⁱⁱ about training and employment opportunities generated by Section 3 covered assistance;
- 2. Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- 3. Notifying potential contractors completing work on Section 3 covered projects of their responsibilities;
- 4. Incorporating the Section 3 Clause (verbatim) into all covered solicitations and contracts

[see 24 CFR Part 135.38];

- 5. Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- 6. Assisting and actively cooperating with the Department in obtaining the compliance of contractors and subcontractors;
- 7. Refraining from entering into contracts with contractors that are in violation with the Section 3 regulations;
- 8. Documenting actions taken to comply with Section 3; and
- Submitting Section 3 annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

Section 3 Compliance and NSP Funding

As with all other covered programs, the Department makes determinations regarding Section 3 compliance based upon the following:

- 1. Meeting the minimum numerical goals set forth at 24 CFR Part 135.30
 - a. 30 percent of the aggregate number of new hires shall be Section 3 residents; and
 - b. 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns.
- 2. Recipients that fail to meet the numerical goals above **bear the burden of demonstrating why it was not possible**.
 - Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will

allow the Department to make a determination regarding compliance.

Section 3 Reporting Requirements

Each direct recipient of NSP funding is required to submit Section 3 summary data to the Economic Opportunity Division annually using form HUD-60002. This form can be submitted online at: www.hud.gov/section3.

Since NSP funding requires the submission of quarterly performance reports, grantees shall submit form HUD-60002 at the same time that the 4th quarter NSP report is submitted. The 60002 should reflect the cumulative employment, contracting, and training opportunities that were generated throughout the entire year.

Section 3 Guidance and Technical Assistance

The Economic Opportunity Division in HUD Headquarters is committed to providing guidance and technical assistance to ensure compliance with the statutory and regulatory requirements of Section 3. For additional information, please refer to the following:

- www.hud.gov/section3
- Section 3 Statute—12 U.S.C. 1701u
- Section 3 regulations—24 CFR Part 135
- www.hud.gov/offices/cpd/communitydevelopment/programs/neighb orhoodspg/
- U.S. Department of Housing and Urban Development Economic Opportunity Division
 451 Seventh Street, SW Room 5235
 Washington, DC 20410
 202-708-3633 (this is not a toll free number)
- Email questions or comments to: <u>section3@hud.gov</u>

ⁱ Source:

http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/

ⁱⁱ Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and meet the definition of a low- or very low-income person as defined by HUD).

^{III} Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

City of Flint – Section 3 Plan Addendum

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

Title 24--Housing and Urban Development

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

Resident Requirements

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

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

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

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

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

City of Flint – Section 3 addendum Page 1 of 2 5/2010

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

Business Concerns

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

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

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

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

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

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

City of Flint – Section 3 addendum Page 2 of 2 5/2010

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SECTION 3 SUB-CONTRACTOR MONTHLY REPORT PAGE 2 SUPPLEMENTAL INFORMATION

1. Reporting Period:				
]			
2. Project Name		3. P	roject Location	

(4)	(5)	(6)	(7)	(8)	(9)
Job Category	Total New Hires	Total New Hires that are Section 3 Residents	Total Staff Hours	Total Staff hours for Section 3 Employees & Trainees	Total Section 3 Labor Dollars
Professionals					
Professionals					
Technical					
Office/Clerical					
Trade:		-			
Trade:					
Trade:					
(9) TOTAL		0			0

Signature _____

Date:

To be included in monthly activity report/pay request

Return with	Signature								-			Project Name	Date	Rep	
monthly act						· · ·					Amount	Contract	Date Submitted:	Reporting Period:	SECTIO
Return with monthly activity report/pay request											Contractor	Sub-		od:	City of FI N 3 GENEF
v request	Date:							-			Dale	Start		÷	RAL CON
											Date	Scheduled	Telep	Conta	City of Flint Housing Administration Division SECTION 3 GENERAL CONTRACTOR'S MONTHLY STATUS REPORT WORK-SHEET Page 1
											Worked	Total	Telephone:	Contact Person:	inistrati 8 MONTH ET
											New Hires	Total			iLY ST/
					-						New Hires	Total			Vision ATUS REPC
										-	Hours Worked	% of			DRT
											Dollars to Section 3 Labor	Total Contract			

To be subn	Signature	10.	9.	00	7.	6.	ე.	4	<u>.</u> ω	2.	<u>→</u>	Name	Project Name: Please list all c	Contractor Name:	
To be submitted with monthly activity/pay requests												ne	me: all current emplo	Name:	
ly activity/pay re							- 					Address	vees on your pr		City o
quests	Date:											Telephone Starting Date Ending Date Position	Project Name:Contact Number:Reporting Period: Please list all current employees on your project – Identify Section 3 Certified employees	Contact Person: Telephone:	City of Flint Housing Administration Division SECTION 3 EMPLOYMENT PLACEMENT ROSTER Page 3
						1							8		

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

Name of Business					
Address of Business					
Type of Business:	□ Corporati □ Sole Proprietorsh			□ Partnership Joint Venture	
Attached is the follow	ing documentation as	sevi	dence of	status:	
For Business claimi □ Copy of resident le □ Copy of evidence in a public assista	ease of participation 🛯 Ot		Copy of	receipt of public assis	stance
 For business entity a □ Copy of Articles of □ Assumed Business □ List of owners/stood % ownership of ea □ Organization chart and brief function 	Incorporation s Name Certificate kholders and ach with names and titles		Partners Corpora Latest E	ate of Good Standing ship Agreement ation Annual Report Board minutes appoint nal documentation	ing officers
For business claimir awarded to qualified	Section 3 business				the dollar
For business claimin workforce are curren within 3 years of date List of all current fu status	itly Section 3 reside e of first employmer	nts o nt wi	or were th the b	Section 3 eligible res	sidents
PHA/IHA Residenti than 3	al lease less than 3		Other ev	vidence of Section 3 st	atus less
years from day of e	employment		years fro	om date of employmer	nt
List of owned	cial statement ability to comply with	pub	lic policy		ne

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RESIDENT EMPLOYMENT OPPORTUNITY DATA

ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Se Employ	ction 3 Preference in Training and ment
l,,	am a legal resident of the
for a low- or very-low-income person as published	and meet the income eligibility guidelines
My permanent address is:	
I have attached the following documentation as evi	dence of my status:
Copy of lease	Copy of receipt of public assistance
Copy of Evidence of participation in a public assistance program	□ Other evidence
Signature	
Print Name	Date

- An