Genesee County Land Bank Authority

Request for Proposals – Pole Barn Renovation at 2302 Fenton Rd. Flint, Michigan

BID NUMBER: LB 19-017

DUE DATE: Tuesday, October 15, 2019 at 2:00 pm EST
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Genesee County Land Bank Authority

Request for Proposals- Pole Barn Renovations at 2302 Fenton Rd.

1.0 OVERVIEW

Genesee County Land Bank Authority (GCLBA) is seeking proposals from qualified and experienced contractors to perform renovation services and activities at the identified location(s) and as specified herein. Funding sources for services to be provided may include but are not limited to:

- **Genesee County Land Bank General Funds**

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

Addendums to this RFP can be found at [www.thelandbank.org](http://www.thelandbank.org) under the tab Current Bids. Please check any updates to this proposal. GCLBA reserves the right to amend and provide clarification of this solicitation prior to the submission. All prospective bidders shall be responsible for routinely checking GCLBA's website to obtain issued addendums. GCLBA shall not be responsible for the failure of a prospective bidder to obtain addendums and other information issues at any time related to this RFP.

**Section 3 and MBE/WBE/DVE Requirements:**

GCLBA seeks to encourage participation by respondents who are Minority-owned, Woman-Owned, and/or Disadvantaged Veteran-Owned (MBE/WBE/DVBE) as well as Section 3 business enterprises. Companies that are MBE/WBE/DVBE/Section 3 certified or identify MBE/WBE/DVBE/Section 3 certified subcontractors and include a plan to meet MBE/WBE/DVBE/Section 3 contracting goals may receive extra consideration in scoring and evaluation of their response.

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA or any respondents. GCLBA reserves the rights, in its sole discretion, to amend, suspend, terminate, or re-issue this RFP in whole or in part, at any stage. In no event shall GCLBA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the GCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

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

**PROPOSAL REQUEST NUMBER:** LB 19-017

**DUE DATE:** Tuesday, October 15, 2019 @ 2:00 pm EST
All inquiries relating to this RFP should be directed in writing to:

Duane Bickford, Property Manager  
Genesee County Land Bank  
452 S. Saginaw Street, 2nd Floor  
Flint, Michigan 48502

Or dbickford@thelandbank.org

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

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

**Term of Contract**

Any agreement awarded pursuant to this RFP shall be in accordance with the Scope of Work and compensation as outlined below, and, within a mutually agreed upon expedited timeframe.

**Federal Regulations**

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

The GCLBA, as the owner or manager of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by bidder’s employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

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

1. Certification Form Note
2. Bid Bond
3. Michigan Builders License
5. OSHA 29 CFR 1926- Construction Industry Standards
7. 40 CFR Part 261- EPA Regulations
9. Equal Opportunity Clause
10. Copeland Anti-kickback Act
11. Bidders Insurance Checklist (Attachment A)
12. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
13. And other Regulations Referenced throughout this document and attachments

2.0 SCOPE OF WORK

GCLBA is seeking proposals from qualified and experienced contractors to perform specified renovation services and rehabilitation activities at the identified location(s) and as specified herein. Documents prepared for each property may be accessed through www.box.com via the links provided in APPENDIX 1- PROJECT INFORMATION.

A project specific file has been set up for each address contained within this RFP. Each link will take bidders to a folder set up on www.box.com that contains the following:

- Scope of Work and Pricing Forms
- Phase I Environmental Site Assessments
- Due Care Plan
- Any additionally available information

Contractors are to abide by all relevant rules and regulations when undertaking work that may disturb asbestos, lead, or other known or suspected contaminants.

Along with required submittals, bidders are to submit the summary pricing by project found in ATTACHMENT D- BID SUMMARY COVERSHEET along with the project specific Scope of Work/Pricing Forms available for download and review on www.box.com.

Genesee County Land Bank expects that the successful bidder will first complete exterior work and only after acceptance by GCLBA of exterior work, move to complete interior work. GCLBA will allow for two draws on this project: Draw 1 should be prepared according to contract documents upon completion and approval of exterior work. Draw 2 should be prepared upon completion and all necessary approvals of interior work. Payment will be made for work items completed based on the accepted price per the contractors quote including any value engineering. Payment to Contractor(s) is made by the GCLBA on a net 90 day cycle upon inspection and acceptance by GCLBA of the work, receiving approved and complete payment request packet for each project/address, and all required submittals (invoice, sworn statement, lien waivers, back-up documentation, etc.). Payment request packets will need to include the documentation identified in APPENDIX 2- PAYMENT REQUEST CHECKLIST and are to be submitted before the contract expiration.
3.0 EVALUATION CRITERIA AND SCORING

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

Pass/fail requirements:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent has included all items requested in RFP Submittal Requirements Checklist. These items include documentation required for contractors to be considered qualified to bid with the GCLBA.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Contractor Attended a Mandatory Walkthrough</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Respondent has experience working on similar rehabilitation/construction projects</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Qualifications and References Provided</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Identification of Project Manager and Key Staff with qualifications</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Applicable Licensing Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Debarment Certification</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>MBE/WBE/DVBE/Small Business Section</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Evidence of Financial Stability</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Current Certificate of Good Standing or Certificate of Existence</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Conflict of Interest Statement &amp; Supporting Documentation</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Bid Bond provided</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Acknowledgement of Due Care Compliance in Letter of Interest</td>
<td>Pass/Fail</td>
</tr>
</tbody>
</table>

4.0 SUBMITTAL REQUIREMENTS

Please note that any agreement resulting from this RFP and all attachments, as well as all other information submitted by the Respondent to the GCLBA, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the “Freedom of Information Act”.

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

Bidders may, without prejudice to themselves, withdraw Bid/Tender after it has been submitted, provided the request for such withdrawal is received in writing before the time set for opening. Verbal communication is not acceptable. After opening, no Bid/Tender may withdraw for the period indicated. If there are any changes with the documents or renewals, it is the contractor’s responsibility to submit the correct documents to the GCLBA in a timely manner.

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

1. **Cover letter**– Briefly introduce your company and indicate interest in providing Renovation/Construction Services to GCLBA. Identify point of contact, email address, and phone number. Ensure the following information is included:
   a. The principal place of business
   b. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture)
   c. The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
      i. If the Respondent is a partially-owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
   d. Please provide a statement regarding Section 3/Fair Share Objectives/Goals: Identify whether the firm or any proposed sub-consultant or subcontractor is a Section 3 certified business, Minority Business Enterprise, Woman-Owned Business or is a small business located in the local area. Include information sufficient to allow GCLBA to determine the extent to which identified contractors will be involved.
   e. Acknowledge that you have read and understood the Due Care Compliance Documentation prepared for this project and that it is appropriately reflected in your bid.

2. **Staff Qualifications (Attachment D)** – Identify roles of key personnel to be committed to this project, and provide appropriate certifications and licenses for each. Identify the principal staff who will work on the project and represent the majority of hours billed to the project. Project staff must meet all local, state, and federal requirements as required to perform the necessary and noted tasks.

3. **Sub-consultants/Subcontractor (Attachment D)**- Provide information and documentation regarding Sub-consultants/Subcontractors.

4. **Experience (Attachment D)**- Briefly describe team capabilities and experience with the following:
   a. **Within the last 5 years**: Project management and implementation of similar construction/renovation projects.

5. **Schedule (Attachment D)**- Once a Notice of Award has been issued, successful bidder will have 5 business days to provide any additionally required information and sign a contract. Successful bidder will have 67 days from the date the contract is signed to complete work. Bidders are to provide a schedule that fits these parameters. Bidders with more favorable schedules may receive preference in award.

6. **Fee and Cost Schedule (Appendix 1)** – Using the attached scope in Appendix 1, provide a fee schedule with a total cost based upon the attached specification. The contract signed will be for time and materials not to exceed the proposed cost.

7. **References (Attachment B)**- Provide three references and requested information on Attachment B for relevant projects completed within the last 5 years.

8. **Bid Bond**- Bidders must secure a Bid Bond in the amount of five (5%) of their bid amount and a Performance Bond and Payment Bond, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.
9. Additional Documents:
   a. Attachment D: Bid Summary Coversheet
   b. Evidence of Financial Stability- The bidder shall be financially stable and have the financial
      wherewithal to carry out the requirements of this solicitation. All respondents shall
      include two years of Company tax returns and a most recent financial statement provided
      by their accountant or a letter from their accountant stating evidence of financial stability
      with the proposal response. This information will assist GCLBA in determining the
      Respondent's financial condition. GCLBA is seeking this information to ensure that the
      proposer's have the financial stability and wherewithal to assure good faith performance.
   c. Evidence of Insurance- The bidder must have Commercial General Liability with limits not
      less than: Premises/operations $1,000,000 per occurrence with $2,000,000 aggregate;
      Workers Compensation Statutory limits of Michigan; Employers Liability with limits
      $100,000 accident/disease, $500,000 policy limit, disease; Automobile Liability with limits
      not less than $1,000,000 combined single limit each accident-owned, hired, non-owned;
      and, Professional Liability with limits not less than $1,000,000 including errors and
      omissions $200,000 per occurrence. The bidder must also have Pollution Liability
      insurance for projects involving the removal and disposal of waste or storage tanks.
      Contractor shall maintain limits no less than $1,000,000 per loss/$1,000,000 aggregate. A
      certificate of insurance must be included with submission of qualifications. (See
      Attachment A for Bidder's Insurance Checklist) GCLBA must be listed as an additional
      insured.
   d. Current Certificate of Good Standing (Corporation) or Certificate of Existence- The bidder
      shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence
      (Limited Liability Company) issued by the Michigan Department of Licensing and
      Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau. (If
      Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence,
      as applicable, must be submitted for each entity comprising the joint venture.)
   e. Conflict of Interest Statement & Supporting Documentation- The Respondent shall
      disclose any professional or personal financial interests that may be a conflict of interest
      in representing the GCLBA. In addition, all Respondents shall further disclose
      arrangement to derive additional compensation from various investment and
      reinvestment products, including financial contracts.
   f. Debarment and Suspension Certification
   g. Other State License and or Certification:
      i. Copy of a Valid State of Michigan Builders License
      ii. Copies of E.P.A. Renovator and Firm Certificates
      iii. Any other State License and/or Certification that is deemed necessary to complete
           the Scope of Work as described.
5.0 SELECTION PROCESS

A Selection Committee comprised of GCLBA staff will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. **Contract(s) shall be awarded to vendor(s) whose proposal(s) is the most responsive, responsible and offer the best service to the GCLBA for the lowest cost in accordance with criteria set forth in RFP.**

6.0 IMPORTANT DATES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bids Released</td>
<td>Wednesday, September 11, 2019</td>
</tr>
<tr>
<td>Bids Due</td>
<td>Tuesday, October 15, 2019 by 2:00 pm</td>
</tr>
<tr>
<td>Mandatory Pre-bid Walkthrough</td>
<td>To be held on site at 2302 Fenton Rd., Flint, Michigan 48507. To be considered for award, Respondents must attend ONE of the following walk-through events:</td>
</tr>
<tr>
<td></td>
<td><strong>Wednesday, September 18, 2019 at 1:00 pm</strong></td>
</tr>
<tr>
<td></td>
<td><strong>OR</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Tuesday, September 24, 2019 at 1:00 pm</strong></td>
</tr>
<tr>
<td>Questions Due</td>
<td>Monday, September 30, 2019 by 10:00 am</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Tuesday, October 22, 2019</td>
</tr>
<tr>
<td>Contract Signed</td>
<td>On or around Tuesday, October 29, 2019</td>
</tr>
<tr>
<td>Contract Completed</td>
<td>Based upon schedule submitted by bidder, but no later than January 11, 2020</td>
</tr>
</tbody>
</table>

7.0 QUESTIONS

Questions regarding this RFP should be submitted in writing via email to dbickford@thelandbank.org **NO LATER THAN 10:00 am** on Monday, September 30, 2019.
8.0 SUBMITTAL DUE DATE

Responses to this RFP are **due by 2:00 pm on Tuesday, October 15, 2019**. Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal name, proposal due date and time, and your firm’s name. Hard copies and flash drive must be delivered to:

**Genesee County Land Bank Authority**  
Attn: Duane Bickford  
GCLBA Renovation RFP- 19-017 2302 Fenton Rd  
452 S. Saginaw Street, Second Floor,  
Flint, Michigan  48502
RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP. **Bidders must include all required submittals identified in this Request for Proposals with bid response.**

<table>
<thead>
<tr>
<th>(GCLBA STAFF ONLY)</th>
<th>Included in bid packet</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

**Some of the submittal requirements are included in the attachments. (PAGE 1)**

- ☐ Cover Letter with all elements as defined in Section 4.1
  - ○ Statement regarding Section 3/Fair Share Objectives/Goals
  - ○ Acknowledgement of Due Care Compliance Obligations

- ☐ Bid Bond

- ☐ Current Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Bidder is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)

- ☐ Evidence of Insurance – GCLBA must be listed as an insured for contracts (Contractor and Subcontractor) (Attachment A)

- ☐ References (Attachment B)

- ☐ Certification Form Note (Attachment C)

- ☐ Signature Page/Bid Summary Coversheet (Attachment D)
  - ○ Statement of Experience
  - ○ Staff Qualifications are listed and supporting documents provided
  - ○ Project Schedule
  - ○ Subcontractor information and supporting documentation (evidence of licenses, insurance, etc.)

- ☐ Project Specific Scope of Work and Pricing Forms (Appendix 1)

- ☐ Local Hiring, HUD Section 3, MBE/WBE/DVBE, if applicable (Attachment E & G)
  *(Section 3 Goals: 10% of construction subcontracts and 3% of non-construction subcontracts are to be awarded to agencies/businesses who are Section 3 certified. Contractors can achieve Section 3 goals through committing 25% of award to Section 3 certified subcontractors.)*

- ☐ Conflict of Interest Statement & Supporting Documentation (Attachment F)

- ☐ Debarment Certification (Attachment H)

- ☐ Michigan Builders License
  - ○ Issued to: _________________________

- ☐ E.P.A. Renovator and Firm Certificates
- Michigan Accredited Asbestos Certification for workers
- **Evidence of Financial Stability** - Two most recent years tax returns and corresponding annual financial statements
- Health and Safety Plan
- Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County
- RFP Submittal Requirements Checklist
- Received Addendum(s): _________________________________
ADDITIONAL INFORMATION

ATTACHMENTS
A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
B – LIST OF REFERENCES (3)
C – CERTIFICATION FORM NOTE
D – SIGNATURE PAGE/ BID SUMMARY COVERSHEET
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APPENDICES
1 – PROJECT INFORMATION including SCOPE OF WORK AND PRICING FORMS
2 – PAYMENT REQUEST CHECKLIST
3– FEDERAL AND COUNTY LABOR STANDARDS
ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

1. Workers' Compensation  $500,000 or Statutory limits of Michigan – whichever is greater
2. Employers Liability  $100,000 accident/disease
3. General Liability 1,000,000/OCC/AGG Including Premises/operations
   $1,000,000 per occurrence with $2,000,000 aggregate
4. Professional liability $1,000,000 including errors & omissions
5. Products/Completed operations $1,000,000 per occurrence with $2,000,000 aggregate
6. Contractual liability $1,000,000 general aggregate (gen. agg.)
7. Explosion, Collapse, Subsidence Excess Policy with limits at least $2,000,000
8. Automobile liability Owned, hired, nonowned
   $1,000,000 combined single limit each accident-Owned, hired, nonowned
9. Authorities and Contractors Protective
10. Genesee County named as an additional insured on other than workers’ compensation via endorsement. A copy of the endorsement must be included with the certificate.
11. Cancellation notice is to read:
    Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.
12. The certificate must state bid number and title

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

Bidder's Statement

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

Bidder ___________________________ Signature ___________________________
ATTACHMENT B: LIST OF REFERENCES (3) RELATED TO SCOPE OF WORK FROM THE LAST 5 YEARS

Reference #1:
Company/Municipality: ________________________________________________________________
Contact Person: ____________________________________________  Title: _________________________
Address: ____________________________________________________________________________
City: ___________________________  State: ____________  Zip: _______________________________
Telephone: _____________________________  Fax: ___________________________________________
Email: ________________________________________Project Timeline (Dates): _____________________
Type of Project: _________________________________________________________________________
_____________________________________________________________________________________
Budget: ______________________________________________________________________________

Reference #2:
Company/Municipality: ________________________________________________________________
Contact Person: ____________________________________________  Title: _________________________
Address: ____________________________________________________________________________
City: ___________________________  State: ____________  Zip: _______________________________
Telephone: _____________________________  Fax: ___________________________________________
Email: ________________________________________Project Timeline (Dates): _____________________
Type of Project: _________________________________________________________________________
_____________________________________________________________________________________
Budget: ______________________________________________________________________________

Reference #3:
Company/Municipality: ________________________________________________________________
Contact Person: ____________________________________________  Title: _________________________
Address: ____________________________________________________________________________
City: ___________________________  State: ____________  Zip: _______________________________
Telephone: _____________________________  Fax: ___________________________________________
Email: ________________________________________Project Timeline (Dates): _____________________
Type of Project: _________________________________________________________________________
_____________________________________________________________________________________
Budget: ______________________________________________________________________________
ATTACHMENT C: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

______________________________________________
(Name of Respondent)

____ Will be responding to this RFP.

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

______________________________________________
(Signature of Authorized Representative)

______________________________________________
(Typed Name of Authorized Representative)

______________________________________________
(Title)

______________________________________________
(Date)

Email: ____________________________ Phone: _______________________

Federal Identification Number: __________ License Number: __________

NAME OF AUTHORIZED REPRESATIVES FOR SUBCONTRACTORS:

______________________________________________ ______________________________________
(Typed Name of Subcontractor’s Authorized Representative) (Title)

______________________________________________ ______________________________________
(Typed Name of Subcontractor’s Authorized Representative) (Title)

______________________________________________ ______________________________________
(Typed Name of Subcontractor’s Authorized Representative) (Title)

______________________________________________
(Typed Name of Subcontractor’s Authorized Representative)

**It is the contractor responsibility to ensure that all documents, licenses and certifications on file with the GLBA are current. Failure to comply may result in the removal from the GCLBA approved contractors list.
ATTACHMENT D: BID SUMMARY COVERSHEET

Company Name: ________________________________________________________________

BID TENDER SUMMARY

<table>
<thead>
<tr>
<th>PROJECT ADDRESS</th>
<th>BID SUMMARY (TOTAL FOR ALL ITEMS LISTED IN SCOPE)</th>
<th>NAME OF REPRESENTATIVE THAT ATTENDED MANDATORY WALKTHROUGH</th>
</tr>
</thead>
<tbody>
<tr>
<td>2302 Fenton Rd., Flint MI 48507</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Please note: Genesee County Land Bank Authority reserves the right to waive any informality in any bid, to reject any or all bids, omit bid items, negotiate any part of the bid, or accept any bid that is considered most favorable to GCLBA.

Statement of Experience

Years of Company Experience: ________________________________

Years of Individual Experience: ______________________________

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

__________________________________________________________________________

__________________________________________________________________________

The qualification of assigned project staff and subcontracts, including:

- Relevant professional and educational experience (Provide documentation on attached sheet)

- Identification of specific staff individuals with experience managing 530 Ch 3 '03 projects:

  _______________________________________________________________________
  _______________________________________________________________________
  _______________________________________________________________________
  _______________________________________________________________________
Provide three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP. Please provide reference contact information.

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Please provide a schedule for this project:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Timeline of projects scheduled concurrent with GCLB projects

______________________________________________________________________________

______________________________________________________________________________
Subcontractor(s): Please use additional sheets as necessary to document all subcontractors. If no subcontractors will be utilized, please state that no subcontractors will be used. All subcontractors should be listed. Subcontractors must be accepted by GCLBA prior to working on GCLBA projects. The GCLBA must be listed as additional insured on Contractor and subcontractor insurance policies. Subcontractors must meet insurance requirements defined in Attachment A: Bidder’s Insurance Checklist.

Will you be using a sub-contractor? ____________  Subcontractor DBA: __________________________

Sub-Contractor Service: ________________________________________________________________

Sub-contractor Authorized Representative: _________________________________________________

Sub-Contractor Years of Experience: _____________________________________________________

Sub-Contractors License or Certification: _________________________________________________

Sub-Contractor’s Number of employees: _________________________________________________

List of equipment (can attach list if need): ________________________________________________

-------------------------------------------------------------

Does Contractor or Subcontractor have any EPA, MDEQ, or MIOSHA active investigations? If yes, please give dates, describe incident and any changes to your policies and procedures.

------------------------------------------------------------------------------------------

Has the Contractor or Subcontractor been the recipient any EPA, MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates, describe incident and any changes to your policies and procedures.

------------------------------------------------------------------------------------------
I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have read the Scope of Work included in this bid. I further certify that I am duly authorized to make binding offers on behalf of the company; I have read and understand all information, terms, and conditions in the Request for Proposals.

Signed this __________ day of __________________________, __________

______________________________________________
(Name of Contractor/ Authorized Representative)

______________________________________________
(Signature of Contractor /Authorized Representative)

______________________________________________
(Contractor Address)

______________________________  ______________________________
(Phone)  (Email)
CERTIFICATION OF SITE VISIT

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

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

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

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

P.O. Box (if applicable) ________________________________________________________________

Street ___________________________________________________________________________

City ___________________________ State ___________ Zip Code _____________

Phone __________________________ Fax __________________________

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

_________________________________ Individual

_________________________________ Co-Partnership

_________________________________ Corporation Incorporated under the laws and State

of__________________________________

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

NAME ___________________________ ADDRESS ___________________________

__________________________________________

__________________________________________

__________________________________________

This Bid Proposal is submitted in the name of:

________________________________________________________ by ______________________, _______________________

Name of Contractor Authorized Individual Title

Signed and sealed this _______ day of ________________, 20____.

______________________________________________

Signature

END OF SECTION
ATTACHMENT E: Section 3 Clause and City of Flint Section 3 Business Certification Program Information

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows: 10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex - architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

For additional information please refer to the following links:
https://www.hud.gov/section3

Becoming Section 3 Certified

Bidders interested in becoming Section 3 certified through the City of Flint can contact City of Flint’s Department of Community and Economic Development at (810) 766-7426. City of Flint application forms for businesses seeking Section 3 Preference in Contracting are attached.

Information on hiring or becoming certified as a Section 3 Resident through Mott Community College Workforce Development is also attached.

Section 3 Reporting Requirements

Contractors performing work on Section 3 covered contracts must comply with Section 3 rules and regulations at 24 CFR Part 135, incorporate the Section 3 Clause into all subcontracts, and complete Section 3 reports (attached) for all contracts.
City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity

Name of Business ______________________ Phone & Fax ____________

Address _____________________________ City __________ Zip __________

Type of Business: Corporation  Partnership  Sole Proprietorship

Type of Business Activity: ________________________________ (i.e. construction, plumbing, demolition...)

Please attach the following documentation as evidence of status:

For all business entities (as applicable):
☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and 51% ownership of each
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Additional documentation

1. For business claiming status as a Section 3 resident-owned enterprise:
☐ Certification for Section 3 Residents (at least 51% of the business owners)

2. For Business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:
☐ List of subcontracted Section 3 business(es) and contract/agreement documentation of subcontract amount
☐ Section 3 certification & all supporting documentation for each subcontracted Section 3 Business

3. For business claiming Section 3 status by claiming at least 30 percent of their full time, permanent workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full time employees
☐ List of employees claiming Section 3 status
☐ Certification for Section 3 Residents (at least 30% of all current full-time employees) with supporting documentation showing Section 3 status immediately prior to the date of first hire

For all business entities:
Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current audited financial statement or Income Tax Return
☐ Statement of ability to comply with public policy related to government funding (federal, state or city work experience) evidenced by providing a list of all contracts for the past two years
☐ List of owned equipment

In completing this application you are aware as stated in 24 CFR 8.5.36 (d) to the following:
✓ All work to be performed is covered by Section 3
✓ Parties under contract certify that no impediment would prevent compliance
✓ Contractor agrees to notify labor organizations of Section 3 commitments and post notice at work site
✓ Noncompliance with Section 3 may result in termination of contract for default

________________________________________
Authorized Name, Title and Signature

Date ________________________________

Please submit documentation of the following items to Kevin L. Miller at City of Flint. Dept. of Community and Economic Development, 1101 S. Saginaw St., Flint, Michigan 48502. kimiller@cityofflint.com or fax to 810-766-7351. Direct any questions to 810-756-7426 ext. 3023
MOTT COMMUNITY COLLEGE

Section 3 Resident Application Process

Open Enrollment
Monday – Thursday ONLY
Arrive 15 minutes early
Intake is at 9:00am or 1:00pm
Must be on time!!!
Intake is 3 - 3 1/2 hours
No children PLEASE!

(810) 232-2555

Mott Community College (MDD) – Workforce & Career Development Department offers several programs through the Federal Workforce Investment Act (WIA). The objective of these programs is to assist adults who are seeking employment or skill improvements as a path to better employment.

Adult Worker Program – Available to any adult 18 years or older. Dislocated Worker Program – Available to any adult 18 years or older who has been terminated, laid off or has exhausted their unemployment compensation. Incumbent Worker Program – Available for any adult who is currently employed and wants to improve their skills in computers, basic math, grammar or reading. This program can also be utilized by employers interested in customized training for their current workforce.

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

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

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

- Career Alliance Referral Forms from Employment Services (located in the basement of Career Alliance)
- Valid Driver’s License or State ID
- Social Security Card
- Birth Certificate (if no valid ID)
- Adult Workers (Proof of family size and proof of income – most recent check stub)
- Most Recent Tax Return (To verify family size)
- Dislocated Workers (Most current UA check stub / UA Determination Notice)
- Letter of dismissal from last employer – if applicable
- Medical Cards / Bridge Card
- DHS Statement of Income
- SSI / SSD Statement of Income
- Copy of Work Keys Assessment results
- DD-214 (Military Transfer / Discharge Paper)

We look forward to working with you soon!

Mott Community College Workforce Education Center / Garfield G. Wagner, Jr. Building
709 North Saginaw Street, Flint, Michigan 48503  Phone: (810) 232-2555
Certification for Resident Seeking Section 3 Training and Employment Preference

_________________________ meets the income and residence eligibility guidelines for a low- or very-low-income person for this area seeking Section 3 preference in training and employment.

The following documentation has been submitted to Mott Community College Workforce and Career Development as evidence of Section 3 status:

- Copy of lease
- Michigan State Drivers License or ID
- Resume

_________________________
Full address of Person seeking Certification

_________________________
Signature of Person seeking Certification

- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence
  - Tax return
  - Pay stub
  - Social Security annual income report
  - Unemployment rejection letter
  - DHS denial letter
  - Notarized letter of support from other individual

_________________________
For Department: Uses

Name: ___________________________ Title: _____________ Date: _____________
Name and Title of person verifying Section 3 preference status

Referred for employment to: ___________________________ Date: _____________

Trade/Skill: ___________________________

Referred by: ___________________________________ Title: Job Development Specialist
## FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

<table>
<thead>
<tr>
<th>FY 2019 Income Limit Area</th>
<th>Median Family Income</th>
<th>FY 2019 Income Limit Category</th>
<th>Persons in Family</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$57,300</td>
<td>Very Low (50%) Income Limits ($)</td>
<td>1 2 3 4 5 6 7 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>21,400 24,450 27,500 <strong>30,550</strong> 33,000 35,450 37,900 40,350</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extremely Low Income Limits ($)*</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>12,850 16,910 21,330 <strong>25,750</strong> 30,170 34,590 37,900* 40,350*</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Low (80%) Income Limits ($)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>34,250 39,150 44,050 <strong>48,900</strong> 52,850 56,750 60,650 64,550</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Genesee County is part of the **Flint, MI MSA**, so all information presented here applies to all of the **Flint, MI MSA**.

The **Flint, MI MSA** contains the following areas: Genesee County, MI;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 Fair Market Rent documentation system.

For last year's Median Family Income and Income Limits, please see here:
Select a different county or county equivalent in Michigan:

- Crawford County
- Delta County
- Dickinson County
- Eaton County
- Emmet County
- Genesee County

Select county or county equivalent

Select any FY2019 HUD Metropolitan FMR Area's Income Limits:

- Flint, MI MSA

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the Program Parameters and Research Division, HUD.
Section 3 Developer/Subgrantee Employment Roster  
City of Flint Department of Planning and Development  
Community and Economic Development Division

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Reporting Period:</td>
</tr>
</tbody>
</table>

Please list all current full time, permanent employees on your project - Identify Section 3 Certified Employees

<table>
<thead>
<tr>
<th>Name</th>
<th>Employee's Address</th>
<th>Telephone #</th>
<th>Starting Date</th>
<th>Ending Date</th>
<th>Position</th>
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<tbody>
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</tbody>
</table>

*Construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a)*

<table>
<thead>
<tr>
<th>Authorized Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Revised 02/2017; All previous versions obsolete
## Section 3 General Contractor/Subcontractor Timesheet Summary

**City of Flint Department of Planning and Development**  
**Community and Economic Development Division**

<table>
<thead>
<tr>
<th>Contractor/Sub Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Reporting Period:</td>
</tr>
<tr>
<td>Contractor/Sub Address:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Hours Worked by Existing Staff</th>
<th>Number of Non-Section 3 New Hires</th>
<th>Hours Worked by Non-Section 3 New Hires</th>
<th>Number of New Hires that are Section 3 Residents</th>
<th>Hours Worked by New Hire Section 3 Residents</th>
<th>Number of Section 3 Trainees</th>
<th>Hours Worked by Section 3 Trainees</th>
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</thead>
<tbody>
<tr>
<td>Office/Clerical</td>
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<tr>
<td>Building Contractor</td>
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<td>Electrical</td>
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<td>Plumbing</td>
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<td>HVAC/Mechanical</td>
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<td>Carpentry</td>
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<td>Drywall</td>
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<td>Roofing</td>
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<td>Flooring/Carpet</td>
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<td>Insulation</td>
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<td>Demolition</td>
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<td>General Laborer</td>
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<td>Asbestos</td>
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<td>Lead Paint</td>
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<td>Sewer/Water</td>
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<td>Excavation</td>
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<td>Other:</td>
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</tbody>
</table>

**Authorized Signature:** ____________________________  **Date:** ____________

**Printed Name:** ____________________________  **Title:** ____________________________

Revised 02/2017, All previous versions obsolete
## Section 3 Summary Report
### Economic Opportunities for Low- and Very Low-Income Persons

See back of page for Public Reporting Burden statement

<table>
<thead>
<tr>
<th>1. Recipient Name &amp; Address: (street, city, state, zip)</th>
<th>2. Federal Identification: (contract/award no.)</th>
<th>3. Dollar Amount of Award:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Contact Person:</th>
<th>5. Phone: (include area code)</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Reporting Period:</th>
<th>7. Date Report Submitted:</th>
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<tbody>
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</tbody>
</table>

### Part I: Employment and Training (** Include New Hires in columns E & F.**)

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E**</th>
<th>F**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Category</td>
<td>Number of New Hires</td>
<td>Number of New Hires that are Sec. 3 Residents</td>
<td>% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents</td>
<td>% of Total Staff Hours for Section 3 Employees and Trainees</td>
<td>Number of Section 3 Employees and Trainees</td>
</tr>
<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
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</tr>
<tr>
<td>Office/Clerical</td>
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<tr>
<td>Construction by Trade (List)</td>
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<tr>
<td>Trade</td>
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</tr>
</tbody>
</table>

**Program Codes**

1 = Flexible Subsidy  
2 = Section 202/811  
3 = Public/Indian Housing  
4 = Homeless Assistance  
5 = HOME  
6 = HOME-State Administered  
7 = CDBG-Entitlement  
8 = CDBG-State Administered  
9 = Other CD Programs  
10 = Other Housing Programs

---

Form HUD-60002 (6/2001)  
Ref 24 CFR 135
Part II: Contracts Awarded

<table>
<thead>
<tr>
<th>1. Construction Contracts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total dollar amount of all contracts awarded on the project</td>
</tr>
<tr>
<td>B. Total dollar amount of contracts awarded to Section 3 businesses</td>
</tr>
<tr>
<td>C. Percentage of the total dollar amount that was awarded to Section 3 businesses</td>
</tr>
<tr>
<td>D. Total number of Section 3 businesses receiving contracts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Non-Construction Contracts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Total dollar amount of all non-construction contracts awarded on the project/activity</td>
</tr>
<tr>
<td>B. Total dollar amount of non-construction contracts awarded to Section 3 businesses</td>
</tr>
<tr>
<td>C. Percentage of the total dollar amount that was awarded to Section 3 businesses</td>
</tr>
<tr>
<td>D. Total number of Section 3 businesses receiving non-construction contracts</td>
</tr>
</tbody>
</table>

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients’ compliance with Section 3, to assess the results of the Department’s efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.
Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian Housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of $200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section 3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to contracting, and Part III summarizes recipients’ efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.
1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient’s implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(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 and 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 such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. Very low-income persons mean 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.

Program Code: Enter the appropriate program code as listed at the bottom of the page.

Program Name: Enter the name of the HUD Program corresponding with the “Program Code” in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of “Other” includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory
SECTION 3 CLAUSE

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

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

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

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

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

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

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
ATTACHMENT F: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT

State of __________________________:  
                  S.S.  
County of __________________________:  

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

I state:

1. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person in this type of business prior to the official opening of this proposal.

2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.

3. ___________________________________________________________________, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4. This company, corporation, firm, partnership or individual is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or form certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the GCLBA.

I state that ____________________________________________________________understands and  

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

SIGNATURE SECTION

___________________________________________  _______________________________________
(Signature)  (Title)

___________________________________________
(Company Name)  (Street / P. O. Box)

___________________________________________
(Company Telephone Number)  (City)  (State)  (Zip)

NOTARIZATION SECTION

Subscribed and sworn to before me this _______ Day of ______________, 20____

___________________________________________  _______________________________________
Notary Public Signature  My Commission Expires:
Attachment G: Certification Form of Business Enterprise

Company Name: ___________________________________________________

Business Enterprise Status:

Check all that apply: MBE_____ WBE_____ SBE_____ 
LBE_____ DVBE_____ OBE_____ 

Ethnicity of Owner(s):

Check all that apply: White_____ Black_____ Hispanic_____ 
Asian_____ Native American_____ 

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

Signed this _______ day of ________________________________, ____________

__________________________________________
Contractor Name (please print)

__________________________________________
Contractor Signature

(See other side for explanation)
Explanation of Business Enterprise Status

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

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

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

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

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

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

BID# ____________

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter “public”) transactions;

(2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
   (i) Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
   (ii) Violation of federal or state antitrust laws, or
   (iii) Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Have not within the preceding three years had a public transaction terminated for cause or default; and

(4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

________________________________________________________________________
Name and Title of Authorized Representative

________________________________________________________________________
Name of Participant Agency or Firm

________________________________________________________________________
Signature of Authorized Representative

________________________________________________________________________
Date

☐ I am unable to certify to the above statement. Attached is my explanation.
APPENDIX 1- PROJECT INFORMATION INCLUDING
SCOPE OF WORK AND PRICING FORMS

Available for download through www.Box.com at the following link(s):

https://app.box.com/s/wxhasmh8ztnx08sj2bjwocv433dwtddm9
APPENDIX 2- PAYMENT REQUEST CHECKLIST
REQUEST FOR PAYMENT CHECKLIST- Renovation

<table>
<thead>
<tr>
<th>ADDRESS:</th>
<th>PARCEL NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
<td>CONTACT PERSON:</td>
</tr>
<tr>
<td>BID NUMBER:</td>
<td></td>
</tr>
</tbody>
</table>

Contractors must provide the following information with each payment request *(only supply one copy with your Coversheet for All Payment Request Packets)*:

- [ ] If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers’ Disability Compensation Act requirements and appropriately licensed. Submitted with Coversheet for all payment request packets or is on file with the GCLBA.
- [ ] Insurance Accord for sub-contractors listing the GCLBA and Contractor.
- [ ] Certified Payroll – for all workers and time worked on project.
- [ ] Copies of worker certifications for those listed on certified payroll.

Does this site specific packet contain all of the required documents? Has Contractor reviewed documents?

<table>
<thead>
<tr>
<th>Y/N</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>Payment Request Form</td>
</tr>
<tr>
<td>□</td>
<td>Sworn Statement (All subcontractor must be listed)</td>
</tr>
<tr>
<td>□</td>
<td>Waivers of Lien from yourself</td>
</tr>
<tr>
<td>□</td>
<td>Waivers of Lien from all subcontractors listed on Sworn Statement</td>
</tr>
<tr>
<td>□</td>
<td>Invoice on Contractor’s Letterhead (Can use a master invoice that lists all addresses included in payment request and parcel number. Highlight property for this packet.)</td>
</tr>
<tr>
<td>□</td>
<td>Copy of necessary permits. List:</td>
</tr>
<tr>
<td>□</td>
<td>o</td>
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<tr>
<td>□</td>
<td>Copies of passed inspections/final certifications as necessary</td>
</tr>
<tr>
<td>□</td>
<td>Completed State NESHAP Notification for MDEQ and MIOSHA as necessary for work that may disturb asbestos</td>
</tr>
<tr>
<td>□</td>
<td>Field Report/Daily Log(s)</td>
</tr>
<tr>
<td>□</td>
<td>Asbestos manifests and disposal receipts for debris as necessary</td>
</tr>
<tr>
<td>□</td>
<td>Other manifests and disposal receipts as necessary</td>
</tr>
<tr>
<td>□</td>
<td>Before and after Pictures of items removed/abated/renovated</td>
</tr>
<tr>
<td>□</td>
<td>GCLBA Inspector Report- Does GCLBA Inspector approve payment for request? □ Yes □ No</td>
</tr>
</tbody>
</table>

Continued on next page.
The Genesee County Land Bank (GCLBA) **WILL NOT**, process any payment requests without all of the required documentation, including *legible and complete* waste manifest and documentation of the disposal of waste as necessary. The GCLBA will pay the contractors the fixed price as agreed upon in contract of awarded bid. No increase in costs will be paid unless previously approved in a signed change order.

*When project is completed, Contractor must contact GCLBA’s Inspector, in addition to the City or Township’s Inspector to have the site inspected. If site fails inspections, request for payment will be rejected until any issue(s) has been resolved and Contractor remits a $75 re-inspection fee to GCLBA for each inspection failed by a GCLBA representative. Contractor will be responsible for costs incurred by GCLBA for third-party inspection costs incurred by GCLBA after contractor has notified GCLBA that work is ready for inspection.*

*Payment to Contractor is made by the GCLBA on a net 30 to 60 day cycle upon receiving completed payment request packet including all required submittals (invoice, sworn statement, lien waivers, manifests, etc.). GCLBA will notify Contractor by email of receipt and/or rejection of payment request. Rejected payment requests will be returned to Contractor for correction. Once all required documentation has been received and approved, the GCLBA will notify Contractor that payment has been submitted for processing.*

The undersigned Contractor states that the items listed on the Request for Payment Checklist are completed and included in the site specific packet of documentation and hereby requests a final payment.

________________________________________  __________________________
Contractor:                                 Date Submitted
REQUEST FOR PAYMENT/DRAW #_____

<table>
<thead>
<tr>
<th>Project Location:</th>
<th>Parcel Identification No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Project:</td>
<td>Bid #:</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Contact Person:</td>
</tr>
</tbody>
</table>

Payment is requested for work completed as listed below (including change orders). This payment request □ does or □ does not represent the final request for payment for the referenced project.

<table>
<thead>
<tr>
<th>Contract Amount:</th>
<th></th>
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<tbody>
<tr>
<td>Contract Change Orders to Date:</td>
<td></td>
</tr>
<tr>
<td>Current Contract Amount:</td>
<td></td>
</tr>
<tr>
<td>Previous Payment Received for Work Completed:</td>
<td></td>
</tr>
</tbody>
</table>

Description of work completed by Spec # (Attach copy of bid):

<table>
<thead>
<tr>
<th>Draw Total:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contract Balance:</td>
<td></td>
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</table>

I hereby certify that I have completed the necessary work in accordance with the Contract specified and request partial payment of $__________________. I hereby certify that all payments due my subcontractors, material suppliers and laborers have been made and that all attached waivers of liens are valid and true to date.

___________________________________   _____________________
Contractor or Authorized Agent    Date

FOR GENESEE COUNTY LAND BANK USE ONLY.
The attached site specific Payment Request Packet has been reviewed by GCLBA staff and the following recommended the following action:

□ Rejected for the reason(s) listed on the Payment Request Checklist
□ Approved and has been submitted for payment

_________________________   ___________________
Printed Name:        Date
Title:
SWORN STATEMENT

<table>
<thead>
<tr>
<th>Project Location:</th>
<th>Parcel ID No.:</th>
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</table>

<table>
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<tr>
<th>Type of Project:</th>
<th>Contact Person:</th>
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</tbody>
</table>

______________________________ being duly sworn deposes and says:

1. That ______________________ is the Contractor/Subcontractor for an improvement to the following described real property situated in Genesee County, Michigan:

   Address: ___________          Parcel #: ___________

2. That the contracts of subcontracts cited herein are for the renovation of the property referenced above.

3. That the following is a statement, as of ___________ (Insert cut off date for payment request) of each subcontractor, supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid with whom the Contractor/Subcontractor has contracted/subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

<table>
<thead>
<tr>
<th>Name of Subcontractor, Supplier of Laborer</th>
<th>Type of Improvement</th>
<th>Contract Price</th>
<th>Total Prior Payment</th>
<th>Balance to Complete Contract Price</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY FOR YOUR RECORDS

Revised 8-29-19  Request For Payment Checklist- Renovation 4
4. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

5. Deponent further says that he or she makes the foregoing statement as the Contractor/Subcontractor or as the____________________ of the Contractor/Subcontractor for the purpose of representing to the owner, lessee or mortgagee of the above described property and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above, and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1100 of the Michigan Compiled Laws.

6. Deponent further says that Laborer wages, fringe benefits and income tax withholdings are paid, except:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

WARNING TO OWNER: AN OWNER OF THE ABOVE REFERENCED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING (OR LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT) TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED, OR HAS DIED.

Contractor’s Name: ________________________________(Deponent)

By: ________________________________

Its: ________________________________

WARNING TO DEPONENT: A PERSON WHO, WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT. NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.110 OF THE MICHIGAN COMPiled LAWS.

Subscribed to and sworn to before me this _______ day of ___________ 20___
________________________ Notary

Public ______ County, Michigan

My commission expires: ___________
FULL CONDITIONAL WAIVER OF LIEN

Project Location: ______________________  Parcel ID Number: ______________________

Type of Project: ______________________  Contact Person: ______________________

I/We __________________________________ have supplied labor/materials to:

(Name of Contractor/Supplier)

________________________________________

(Other contracting party)

to provide:

________________________________________

(Type of Improvement)

for the improvement of the property located at the address referenced above. And by signing this waiver
waive my/our construction lien to the amount of $ ________________ for labor/materials provided
through ________________

(date of draw cutoff or actual payment)

This waiver, together with all previous waivers, if any, (check one) □ does or □ does not cover all amounts due
to me/us for contract improvement provided through the date shown above. This waiver is conditioned on
actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the property
or the owner’s or lessee’s designee has received a notice of furnishing from me/one of us, or if I/we are not
required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one
of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing,
by telephone, or personally, to verify that it is authentic.

Date Signed: ______________

Company Name/Lien Claimant: ______________________________

Signature of Lien Claimant: ______________________________

Address: ______________________________

________________________________________

Telephone: ______________________________
FULL UNCONDITIONAL WAIVER OF LIEN

Bid Number:  
Contact Person:  

Type of Project:  
Contact Phone Number:  

I/We __________________________ have supplied labor/materials to:
(Name of Contractor/Supplier)

______________________________  
(Other contracting party)
to provide:
______________________________  
(Type of Improvement)

for the improvement of the property located at the address referenced above. And by signing this waiver waive my/our construction lien to the amount of $______________ for labor/materials provided through _______________.
(date of draw cutoff or actual payment)

Having been fully paid and satisfied, all my/our construction lien rights against such properties are hereby waived and released.

Date Signed: ____________________

Company Name/Lien Claimant: ____________________________________________

Signature of Lien Claimant: ________________________________

Address: ____________________________________________

Telephone: ____________________________________________
PARTIAL UNCONDITIONAL WAIVER OF LIEN

Project Location:  
Parcel ID Number:  

Type of Project:  
Contact Person:  

I/We __________________________ have supplied labor/materials to:  
(Name of Contractor/Supplier)  

(Other contracting party)  

to provide:  
(Type of Improvement)  

for the improvement of the property located at the address referenced above.

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

STATEMENT OF ACCOUNT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Price</td>
<td>$_________</td>
</tr>
<tr>
<td>Extras</td>
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<tr>
<td>Deduct Credit</td>
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<tr>
<td>Previously Paid</td>
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<tr>
<td>Retention</td>
<td>$_________</td>
</tr>
<tr>
<td>Balance</td>
<td>$_________</td>
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<tr>
<td>This Payment</td>
<td>$_________</td>
</tr>
<tr>
<td>Balance To Become Due</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Date Signed: ______________

Company Name/Lien Claimant: ________________________

Signature of Lien Claimant: ________________________

Address: ________________________________________

Telephone: _______________________________________
PARTIAL CONDITIONAL WAIVER OF LIEN

Project Location: [ ]
Parcel ID Number: [ ]

Type of Project: [ ]
Contact Person: [ ]

I/We ____________________________ have supplied labor/materials to:
(Name of Contractor/Supplier)

________________________________
(Other contracting party)
to provide:
________________________________
(Type of Improvement)

for the improvement of the property located at the address referenced above. And by signing this waiver
waive my/our construction lien to the amount of $ ________________ for labor/materials provided through
________________________________
(date of draw cutoff or actual payment).

This waiver, together with all previous waivers, if any, (check one) □ does or □ does not cover all amounts due
to me/us for contract improvement provided through the date shown above. This waiver is conditioned on
actual payment of the amount shown above.

If improvement is provided to property that is a residential structure and if the owner or lessee of the property
or the owner’s or lessee’s designee has received a notice of furnishing from me/one of us, or if I/we are not
required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one
of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing,
by telephone, or personally, to verify that it is authentic.

Date Signed: ____________________________

Company Name/Lien Claimant: ____________________________

Signature of Lien Claimant: ____________________________

Address: __________________________________________

____________________________________________________

Telephone: ____________________________
APPENDIX 3- FEDERAL AND COUNTY LABOR STANDARDS
APPENDIX 4 – FEDERAL AND COUNTY REGULATIONS

2. Equal Opportunity Clause - Executive Order 11246 (as amended)
3. Nondiscrimination Clause
4. Genesee County Prevailing Wage Policy

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

A.  1.  (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(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 conforming 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 determination and which is to be employed under the classification. HUD shall approve an additional classification and wage determination and which is to be employed under the classification. HUD 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.)

(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 with or without 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 falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the
journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Executive Order 11246 as amended)

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. This Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: A employment, advancement, demotion, transfer, upgrading, downgrading, recruitment, advertising, layoff, termination, rates of pay, and other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post and conspicuously place, as 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 for advancements for employees placed by or on behalf of a contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because of any covered characteristic. This provision shall apply to the compensation, terms, conditions, and other privileges and benefits of employment.

4) The Contractor will end all representative agreements with which he has a collective bargaining agreement, agree to the resolution of all complaints filed with the agency, agree to the compliance of the Labor Relations Act, and agree to the resolution of any other complaint filed by or on behalf of the employee.

5) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall furnish to the contractor's representatives all information and reports required by Executive Order No. 11246 of September 24, 1965, and shall furnish to the Contractor, the Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed as appropriate remedies invoked as a result of noncompliance with this contract.

6) The Contractor will take all necessary action to assure that allegations of violation of this Contract are promptly and adequately investigated and disposed of.

7) In the event of the Contractor's noncompliance with this contract, the Contractor may be subject to any of the sanctions authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed as appropriate remedies invoked as a result of noncompliance with this contract.
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.

8) The contractor will include the provisions of paragraphs (1) through (8) 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 September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCLA 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCLA 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws. The Contractor agrees that it shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it will require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this contract.
GENESEE COUNTY POLICIES PREVAILING WAGE POLICY

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

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

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

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

B. A Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wages and fringe benefit rates prescribed in the contract, and shall keep an accurate record showing the names and occupation, if any, of all wages and benefits paid, for each construction mechanic employed by him in connection with aaid contract.

C. A If the contractor or subcontractor, as an agent, default in the performance of the covenants set forth in paragraph B above, or in the performance of the covenants set forth in paragraph B above, the contracting agent shall proceed to enforce said covenants, and upon his default, the contractor or subcontractor shall proceed to enforce said covenants, the contracting agent shall proceed with aid or amended as provided by state and federal law.

D. A Any interested party may challenge the performance of the contractor or subcontractor as an agent and may file a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether any will proceed as provided in paragraph D above.

E. A As used herein:

A a. A "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation, lessee or sublessee of and owned by Genesee County.
A b.A "Contract" means any agreement, as a result of competitive Proposals or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, reconditioning, or improvement of public buildings, works, bridges, highways, or roads, which as to be performed an Genesee County and either on County of Genesee property or financed by A or through the County of Genesee.

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

R.A Contracts which contain provisions requiring the payment of prevailing wages as determined by A the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title A 40, Section 276 et seq.) or which contain provisions requiring the payment of prevailing wages as determined by the Department of Labor pursuant to A.R. A. 66 of A. 965, as amended, MCLA 08.551 et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by a collective bargaining agreement or understandings between A bona fide organizations or construction mechanics and their employers, are exempt from the provisions of this resolution.

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

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

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

11.A The Genesee County Clerk is hereby directed to forward to each Genesee County Board, A commission, elected official, agency, and department, a copy of this resolution and an annotation of this adoption of its same.

12.A The previous resolution of this Board concerning payment of prevailing wages, as adopted on A June 23, 1969, and as set forth as pages 837 through 839 of the compiled 1969 Proceedings of this A Board, are hereby rescinded."

Resol. #79'558A
Approved 10/23/79A
forms2\prevwageA
5/94A
State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR........................$ 30.82  17.88

BOILERMAKER......................$ 38.65  26.22

BRICKLAYER.......................$ 30.60  18.96
TILE FINISHER....................$ 27.08  16.17
TILE SETTER......................$ 27.08  16.17

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.
## ELECTRICIAN

<table>
<thead>
<tr>
<th>Services</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excludes Low Voltage Wiring</td>
<td>$38.31</td>
<td>23.06</td>
</tr>
<tr>
<td>Low Voltage Wiring</td>
<td>$28.75</td>
<td>16.70</td>
</tr>
</tbody>
</table>

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**ENGI0324-011 06/01/2019**

## OPERATOR:  Power Equipment

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$39.58</td>
<td>24.35</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$36.28</td>
<td>24.35</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$33.63</td>
<td>24.35</td>
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<tr>
<td>GROUP 4</td>
<td>$31.92</td>
<td>24.35</td>
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<tr>
<td>GROUP 5</td>
<td>$31.92</td>
<td>24.35</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$26.06</td>
<td>24.35</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$23.58</td>
<td>24.35</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**

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


**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

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

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

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)
GROUP 5: Boom Truck (non-swinging)

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

GROUP 7: Oiler

----------------------------------------------------------------

IRON0025-019 06/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER</td>
<td></td>
</tr>
<tr>
<td>REINFORCING</td>
<td>$28.48</td>
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<tr>
<td>STRUCTURAL</td>
<td>$35.52</td>
</tr>
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</table>

* LABO0334-005 06/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Landscape &amp; Irrigation</td>
<td></td>
</tr>
<tr>
<td>GROUP 1: $20.75</td>
<td>7.10</td>
</tr>
<tr>
<td>GROUP 2: $18.75</td>
<td>7.10</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS

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

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

* LABO1075-002 06/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Common or General; Grade Checker; Mason Tender</td>
<td></td>
</tr>
<tr>
<td>Brick/Cement/Concrete</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pipelayer; Sandblaster</td>
<td>$23.00</td>
<td>13.66</td>
</tr>
<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush &amp; Roller</td>
<td>$24.40</td>
<td>12.95</td>
</tr>
<tr>
<td>Spray</td>
<td>$25.75</td>
<td>12.95</td>
</tr>
<tr>
<td>DRYWALL FINISHER/TAPER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall sanding</td>
<td>$26.07</td>
<td>13.50</td>
</tr>
<tr>
<td>Hand work</td>
<td>$26.07</td>
<td>13.50</td>
</tr>
<tr>
<td>Machine work</td>
<td>$26.07</td>
<td>13.50</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$25.58</td>
<td>12.88</td>
</tr>
<tr>
<td>PIPEFITTER (Includes HVAC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipe Installation; Excludes HVAC System Installation</td>
<td>$37.81</td>
<td>20.60</td>
</tr>
<tr>
<td>PLUMBER, Excludes HVAC Pipe Installation</td>
<td>$37.81</td>
<td>20.60</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$27.43</td>
<td>16.78</td>
</tr>
</tbody>
</table>

---

PAIN1052-001 06/01/2018

Rates Fringes

PAINTER

Brush & Roller............... $ 24.40 12.95
Spray....................... $ 25.75 12.95

PAIN1052-004 06/01/2018

Rates Fringes

DRYWALL FINISHER/TAPER

Drywall sanding............. $ 26.07 13.50
Hand work................... $ 26.07 13.50
Machine work................ $ 26.07 13.50

PLAS0016-005 04/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER... $ 25.58 12.88

PLUM0370-002 06/01/2018

Rates Fringes

PIPEFITTER (Includes HVAC
Pipe Installation; Excludes
HVAC System Installation)....... $ 37.81 20.60
PLUMBER, Excludes HVAC Pipe
Installation................... $ 37.81 20.60

ROOF0149-005 06/01/2018

Rates Fringes

ROOFER....................... $ 27.43 16.78

SFMI0669-001 04/01/2017

Rates Fringes
SPRINKLER FITTER (Fire Sprinklers)......................$ 34.87 15.84

SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....................$ 30.64 22.76

IRONWORKER, ORNAMENTAL...........$ 18.48 7.93

TRUCK DRIVER: Tractor Haul Truck.........................$ 13.57 1.18

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

================================================================
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"