



Genesee County Land Bank Authority Lead Safe Home Genesee County Partnership

Request for Proposals– Lead Abatement of Tax Foreclosed
Residential Structures in Flint, Michigan

BID NUMBER: LB 19-007

DUE DATE: Tuesday, April 9, 2019 at 2:00 pm EST

As part of the Lead Safe Home Genesee County Partnership, a partnership between:

Michigan Department of Health and Human Services
Genesee County Land Bank Authority (GCLBA)

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1.0 OVERVIEW	3
2.0 SCOPE OF WORK	5
3.0 EVALUATION CRITERIA AND SCORING	6
4.0 SUBMITTAL REQUIREMENTS	6
5.0 SELECTION PROCESS	9
6.0 IMPORTANT DATES	9
7.0 QUESTIONS	9
8.0 SUBMITTAL DUE DATE	10
RFP SUBMITTAL REQUIREMENTS CHECKLIST	11
ADDITIONAL INFORMATION	13

Genesee County Land Bank Authority

Lead Safe Home Genesee County Partnership Request for Proposals- Lead Abatement

1.0 OVERVIEW

The Genesee County Land Bank Authority (GCLBA) operates various grant funded programs, including but not limited to Environmental Protection Agency (EPA) funded clean up and site assessments programs, demolition and remediation programs that are locally, state, and federally funded. The **Michigan Department of Health and Human Services (MDHHS)** awarded the GCLBA a \$300,000 grant to provide lead abatement services and remediation to approximately 18 GCLBA properties, in which eligible low-income families will soon reside.

GCLBA is seeking proposals from qualified and experienced contractors to perform lead abatement services and select rehabilitation activities at the identified location(s) and as specified herein. Funding sources for services to be provided may include but are not limited to:

- **Michigan Department of Health and Human Services (MDHHS)**

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 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 19-007

DUE DATE: Tuesday, April 9, 2019 @ 2:00 pm EST

All inquiries relating to this RFP should be directed in writing to:

Dawn Everett, Sales and Development Manager
Genesee County Land Bank
452 S. Saginaw Street, 2nd Floor
Flint, Michigan 48502

Or deverett@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 or M&A –Home Wrecking License
4. Michigan Accredited Asbestos Building Inspector Certification for Company
5. Michigan Accredited Asbestos Certification for Asbestos Supervisor

6. Michigan Accredited Asbestos Certification for workers
7. Compliance with MIOSHA Part 602 Asbestos Standards for Construction (as amended June 5, 2013) http://www.michigan.gov/documents/CIS_WSH_part602_37719_7.pdf
8. OSHA 29 CFR 1926- Construction Industry Standards
9. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
10. 29 CFR 1910.1200 – Hazard Communication
11. 40 CFR Part 261- EPA Regulations
12. Federal Labor Standards and Provisions
13. Equal Opportunity Clause
14. Copeland Anti-kickback Act
15. Bidders Insurance Checklist (Attachment A)
16. Genesee County Labor Standards (Including Prevailing Wage & Wage Determination)
17. 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 lead abatement services and select 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
- Lead Inspection and Risk Assessment Reports
- Asbestos surveys
- Any additionally available information

Contractors are to abide by all relevant rules and regulations when undertaking work that may disturb asbestos.

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.

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:

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.	Pass/Fail
Contractor Attended Mandatory Walkthrough	Pass/Fail
Respondent has experience working on lead remediation and rehabilitation projects	Pass/Fail
Qualifications and References Provided	Pass/Fail
Identification of Project Manager and Key Staff with qualifications	Pass/Fail
Applicable Licensing Requirements	Pass/Fail
Insurance Requirements	Pass/Fail
Debarment Certification	Pass/Fail
MBE/WBE/DVBE/Small Business Section	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail
Conflict of Interest Statement & Supporting Documentation	Pass/Fail

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 Lead Abatement 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.
2. **Staff Qualifications** – 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**- Provide information and documentation regarding Sub-consultants/Subcontractors.
4. **Fair Share Objectives/Goals**- Identify whether the firm or any proposed sub-consultant or subcontractor is a 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 likelihood that Respondent can achieve Fair Share Objectives/Goals.
5. **Experience**- Briefly describe team capabilities and experience with the following:
 - a. Within the last 5 years: Project management and implementation of lead abatement projects.
 - b. Within the last 5 years: Working with local units of government on grant funded programs. Describe the LUG, the grant programs, contracted activities, and contract amounts.
6. **Schedule**- 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 30 days from the date the contract is signed to start work, and 90 days to complete work from the date work begins. Bidders are to provide a schedule that fits these parameters. Bidders with more favorable schedules may receive preference in award.
7. **Fee and Cost Schedule** – Using the attached scope in Appendix 1, provide a fee schedule with a total cost based upon the attached specification. Submitted bids must be not more than 10% lower or 15% higher than the cost estimate. If the amount of any bid received is outside of this range, the bid shall be rejected. If no bidder is within that range, the contractor closest to that window will be awarded the bid. The contract signed will be for time and materials not to exceed the proposed cost.
8. **References**- Provide three references and requested information on Attachment B for relevant projects completed within the last 5 years.
9. **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.

10. 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. Copy of Lead Abatement Contractor Certification
 - iv. Michigan Accredited Asbestos Building Inspector Certification for employees
 - v. Michigan Accredited Asbestos Certification for Asbestos Supervisor
 - vi. 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 in accordance with criteria set forth in RFP.** Contracts may not be awarded to a bidder whose proposal is more than 10% lower or 15% higher than the cost estimate. If the amount of any bid received is outside of this range, the bid shall be rejected. If no bidder is within that range, the contractor closest to that window who is determined to be the most responsive, and responsible bidder offering the best service will be awarded the bid.

6.0 IMPORTANT DATES

Bids Released	Wednesday, March 13, 2019
Bids Due	Tuesday, April 9, 2019 by 2:00 pm
Mandatory Pre-bid Walkthrough	Friday, March 29, 2019 at the following times: 857 E Seventh St ., Flint MI 48503 11:00 am- 11:45 am 730 E 6th St., Flint MI 48503 from 12:00 pm- 12:45 pm 807 East St., Flint MI 48503 from 1:00 pm – 1:45 pm 914 W University Ave, Flint MI 48504 from 2:00 pm – 2:45pm
Questions Due	Tuesday, April 2, 2019 by 10:00 am
Notice of Award	Tuesday, April 16, 2019
Contract Signed	On or around Tuesday, April 23, 2019
Contract Completed	Based upon schedule submitted by bidder, but no later than August 21, 2019

7.0 QUESTIONS

Questions regarding this RFP should be submitted in writing via email to deverett@thelandbank.org **NO LATER THAN 10:00 am on Tuesday, April 2, 2019.**

8.0 SUBMITTAL DUE DATE

Responses to this RFP are **due by 2:00 pm on Tuesday, April 9, 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: Dawn Everett
GCLBA Lead Abatement RFP- 19-007 4 Properties
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.**

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 1)
			<input type="checkbox"/> Cover Letter with all elements as defined in Section 4.1
			<input type="checkbox"/> Bid body in letter form, outlining elements 2-6 under Section 4.0 SUBMITTAL REQUIREMENTS <ul style="list-style-type: none"> o Staff Qualifications and supporting documents o Subcontractor information and supporting documentation (evidence of licenses, insurance, etc.) o Statement regarding Section 3/Fair Share Objectives/Goals o Statement of Experience o Project Schedule
			<input type="checkbox"/> Bid Bond
			<input type="checkbox"/> 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.)
			<input type="checkbox"/> Evidence of Insurance – GCLBA must be listed as an insured for contracts (Contractor and Subcontractor) (Attachment A)
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> Bid Summary Coversheet (Attachment D)
			<input type="checkbox"/> Project Specific Scope of Work and Pricing Forms
			<input type="checkbox"/> 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.)
			<input type="checkbox"/> Conflict of Interest Statement & Supporting Documentation (Attachment F)
			<input type="checkbox"/> Debarment Certification (Attachment H)
			<input type="checkbox"/> Michigan Builders License or Maintenance and Alterations license with House Wrecking <ul style="list-style-type: none"> o Issued to: _____
			<input type="checkbox"/> Lead Abatement Contractor Certification

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 2)
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Company
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for Asbestos Supervisor
			<input type="checkbox"/> Michigan Accredited Asbestos Certification for workers
			<input type="checkbox"/> Evidence of Financial Stability - Two most recent years tax returns and corresponding annual financial statements
			<input type="checkbox"/> Health and Safety Plan
			<input type="checkbox"/> Any other State License and/or Certification that is deemed necessary or applicable and is relevant to work completed within Genesee County
			<input type="checkbox"/> RFP Submittal Requirements Checklist
			<input type="checkbox"/> Received Addendum(s): _____

ADDITIONAL INFORMATION

ATTACHMENTS

- A – GENESEE COUNTY BIDDERS INSURANCE CHECK LIST
- B – LIST OF REFERENCES (3)
- C – CERTIFICATION FORM NOTE
- D – BID SUMMARY COVERSHEET
- E – SECTION 3 FORM
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H – DEBARMENT/SUSPENSION CERTIFICATION

APPENDICES

- 1 – PROJECT INFORMATION including SCOPE OF WORK AND PRICING FORMS
- 2 – PAYMENT REQUEST CHECKLIST
- 3 – SAMPLE CONTRACT
- 4– FEDERAL AND COUNTY LABOR STANDARDS

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

Coverages Required

- | Coverages Required | Limits (Figures denote minimums) |
|--|--|
| 1. Workers' Compensation | \$500,000 or Statutory limits of Michigan – whichever is greater |
| 2. Employers Liability | \$100,000 accident/disease
\$500,000 policy limit, 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 | \$100,000 including errors & omissions
\$200,000 per occurrence |
| 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: _____

RFP/BID #: _____

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 REPRESENTATIVES 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)

****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

PROJECT ADDRESS	BID SUMMARY (TOTAL FOR ALL ITEMS LISTED IN SCOPE)	NAME OF REPRESENTATIVE THAT ATTENDED MANDATORY WALKTHROUGH
857 E Seventh St ., Flint MI 48503	\$	
730 E 6th St., Flint MI 48503	\$	
807 East St., Flint MI 48503	\$	
914 W University Ave, Flint MI 48504	\$	

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 demolition 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.

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): _____

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

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>

<https://portal.hud.gov/hudportal/documents/huddoc?id=11secfaq.pdf>

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):

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

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, klmiller@cityofflint.com or fax to 810-766-7351. Direct any questions to 810-766-7426 ext. 3023

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 ½ hours

No children PLEASE!

MOTT COMMUNITY COLLEGE

Section 3 Resident Application Process

(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 2017 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits NTSP Income Limits HUD LIHTC Database

FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Genesee County	\$53,700	Very Low (50%) Income Limits (\$) Explanation	19,550	22,350	25,150	27,900	30,150	32,400	34,600	36,850
		Extremely Low Income Limits (\$)* Explanation	12,060	16,240	20,420	24,600	28,780	32,400*	34,600*	36,850*
		Low (80%) Income Limits (\$) Explanation	31,300	35,750	40,200	44,650	48,250	51,800	55,400	58,950

Section 3 General Contractor/Subcontractor Timesheet Summary
City of Flint Department of Planning and Development
Community and Economic Development Division

Contractor/Sub Name:		Telephone:	
Contact Person:		Fax:	
Project Name:		Reporting Period:	
Contractor/Sub Address:			

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

Authorized Signature:		Date:	
Printed Name:		Title:	

Section 3 Summary Report

Economic Opportunities for Low- and Very Low-Income Persons

**U.S. Department of Housing
and Urban Development**
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043
(exp. 8/31/2007)

HUD Field Office:

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (contract/award no.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include area code)
	6. Reporting Period:	7. Date Report Submitted:
8. Program Code: *	9. Program Name:	

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

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

***Program Codes**

1 = Flexible Subsidy
2 = Section 202/811

3 = Public/Indian Housing

A = Development,
B = Operation
C = Modernization

4 = Homeless Assistance

4 = Homeless Assistance
5 = HOME
6 = HOME-State Administered
7 = CDBG-Entitlement

8 = CDBG-State Administered

9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

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 data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. 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.

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 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

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

9. 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

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.

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

<hr/>	
(Signature)	(Title)
<hr/>	
(Company Name)	(Street / P. O. Box)
<hr/>	
(Company Telephone Number)	(City) (State) (Zip)

NOTARIZATION SECTION

Subscribed and sworn to before me this _____ Day of _____, 20_____

<hr/>	<hr/>
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 by address through www.Box.com at the following links:

857 E Seventh Street: <https://app.box.com/s/med5b762baepz619m0xnia0yflgmgha5>

730 E 6th Street: <https://app.box.com/s/w97uvckavewbbjsdghu0rpzw2k3qdxgg>

807 East Street: <https://app.box.com/s/tnwkkp10arx8l7c6lrja6rfauvsboggy>

914 W University Avenue: <https://app.box.com/s/gq9wntquiuxgl3crmg6j9zayeoqxldj8>

APPENDIX 2- PAYMENT REQUEST CHECKLIST

REQUEST FOR PAYMENT CHECKLIST- Lead Safe

ADDRESS:	PARCEL NUMBER:
CONTRACTOR:	CONTACT PERSON:
BID NUMBER:	
Contractors must provide the following information with each payment request (only supply one copy with your Coversheet for All Payment Request Packets): <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> Insurance Accord for sub-contractors listing the GCLBA and Contractor. <input type="checkbox"/> Certified Payroll – for all workers and time worked on project. <input type="checkbox"/> 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?	
Y/N	
	<input type="checkbox"/> Payment Request Form
	<input type="checkbox"/> Sworn Statement (All subcontractor must be listed)
	<input type="checkbox"/> Waivers of Lien from yourself
	<input type="checkbox"/> Waivers of Lien from all subcontractors listed on Sworn Statement
	<input type="checkbox"/> 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.)
	<input type="checkbox"/> Copy of necessary permits. List: <ul style="list-style-type: none"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	<input type="checkbox"/> Copies of passed inspections/final certifications as necessary
	<input type="checkbox"/> Completed State NESHAP Notification for MDEQ and MIOSHA as necessary for work that may disturb asbestos
	<input type="checkbox"/> Field Report/Daily Log
	<input type="checkbox"/> Asbestos manifests and disposal receipts for as necessary
	<input type="checkbox"/> Other manifests and disposal receipts as necessary
	<input type="checkbox"/> Before and after Pictures of items removed/abated
	<input type="checkbox"/> GCLBA Inspector Report- Does GCLBA Inspector approve payment for request? <input type="checkbox"/> Yes <input type="checkbox"/> No

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.

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 _____

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SWORN STATEMENT

Project Location:

Parcel ID No.:

Type of Project:

Contact Person:

_____ 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 demolition 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:

Name of Subcontractor, Supplier of Laborer	Type of Improvement	Contract Price	Total Prior Payment	Balance to Complete Contract Price

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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: _____

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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: _____

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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: _____

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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

Contract Price	\$ _____
Extras	\$ _____
Deduct Credit	\$ _____
Previously Paid	\$ _____
Retention	\$ _____
Balance	\$ _____
This Payment	\$ _____
Balance To Become Due	\$ _____

Date Signed: _____

Company Name/Lien Claimant: _____

Signature of Lien Claimant: _____

Address: _____

Telephone: _____

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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: _____

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APPENDIX 3- SAMPLE CONTRACT

**Genesee County Land Bank Blight Elimination Program and
(FUNDING SOURCE) Contract for (SCOPE)
– BID#: YY-###**

THIS CONTRACT made and entered into (DATE), between (CONTRACTOR), hereinafter referred to as the "Contractor" conducting business at (CONTRACTOR ADDRESS), and the Owner, GENESEE COUNTY LAND BANK AUTHORITY (GCLBA) conducting business at 452 S. Saginaw Street – 2nd Floor, Flint, Michigan 48502, hereinafter referred to as "GCLBA".

The GCLBA recently received (DESCRIPTION OF FUNDING). GCLBA desires to engage the Contractor to perform the services and obligations as defined in Request for Proposals #LB: YY-### SCOPE, including all attachments thereto, hereinafter referred to as the "Work" as an independent Contractor and not as an employee(s) of and for the GCLBA. All Work performed under this Contract is to comply with all relevant rules, regulations, or orders applicable with respect to the funding source identified in this paragraph. This Contract is intended to define the business relationship between the two parties.

REPRESENTATIVES OF GCLBA AND CONTRACTOR. (DIRECTOR NAME), Executive Director of the GCLBA has the authority to act on behalf of the GCLBA, (CONTRACTOR REPRESENTATIVE), has the authority to act on behalf of the Contractor.

TERM OF CONTRACT. The respective duties and obligations of the Contract parties is for a period beginning (DATE). The end date of term of service will be no later than (DATE), with all Work, including final submittals being completed no later than (DATE), unless otherwise agreed to in writing by both parties.

ORDER TO PROCEED. An Order To Proceed will be issued within 10 days of this Contract execution upon receipt of an original copy of Payment and Performance Bond and project Work schedule, depending on the readiness of the Work.

SECTION 3. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 applies to HUD-funded Housing and Community Development projects.

For Section 3 covered Contracts: A project assisted under a program providing direct federal financial assistance from HUD is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

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

All other Contracts: GCLBA strives to support the objectives of the Section 3 Program as implemented by HUD. Contractor agrees, to the greatest extent feasible, to document and provide job training, employment, and Contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

SCOPE OF WORK. The Contractor will provide labor and/or materials for the Work.

Contractors must provide updated work schedules to the GCLBA. Contractor must submit all required submittal documents as listed in Request for Proposals and Payment Request Packet (Contract Attachment C).

FEES AND PAYMENT. The GCLBA will pay the Contractor per method identified in the Request For Proposals, but not to exceed \$(AMOUNT) as outlined in Attachment B. The GCLBA will not pay for services beyond the funds available in the (FUNDING SOURCE) funding or the Contract amount, unless agreed to, in advance and in writing, by both parties to this Contract.

All costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions or applicable Federal, State and local laws, rules, regulations and conditions mandated by GCLBA. Payment to Contractor is made by the GCLBA on a net 30 to 60 day cycle upon receiving completed payment request packet for each project/address and all required submittals (invoice, sworn statement, lien waivers, manifests, etc.).

CITY INCOME TAX WITHHOLDING Contractor and any subcontractor engaged in this contract shall withhold from each payment to their employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions as follows:

- 1) Residents of the City: At a rate equal to one per cent (1%) of all compensation paid to the employee who is a resident of the City of Flint.
- 2) Non-residents: At a rate equal to one-half of one per cent (1/2%) of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of contract.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration 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 such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency Contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 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 is 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.

NONDISCRIMINATION. The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 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 shall

require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this Contract.

UNFAIR LABOR PRACTICES. The Contractor shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) The Contractor shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1\frac{1}{2}$, times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available for review upon request.

The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property of less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 covering the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage.

FREEDOM OF INFORMATION ACT. This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

PUBLIC NOTICES AND PRESS RELEASES. The Contractor shall make no public notice or release of any Contract related information without the prior written approval of the GCLBA.

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

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

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

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

CONFLICT OF INTEREST Contractor represents that the Contractor has no knowledge that any employee, representative or agent of the GCLBA who has directly or indirectly participated on behalf of the GCLBA in the procurement is acting in violation of MCL 15.322 or MCL 15.342.

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

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

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

INSPECTION All goods are subject to inspection and testing. If goods are defective or fail to meet the bid specifications, the GCLBA shall have the right to reject the goods or to correct the defects. The contractor shall pay the GCLBA for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, GCLBA will dispose of the goods without further liability to the GCLBA. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

RIGHT TO INSPECT The GCLBA may, at reasonable times, inspect the place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

ARBITRATION CLAUSE. Any dispute arising out of or relating to this agreement that has not been resolved by good-faith negotiations will be finally settled by arbitration in accordance with Michigan statute 2012 PA 371, MCL 691.1681 et. seq. by a sole arbitrator. The place of arbitration will be Flint, Michigan. The arbitrator is not empowered to award damages in excess of any lawful limitations on damages provided in this agreement.

The statute of limitations of State of Michigan applicable to the commencement of the lawsuit will apply to the commencement of an arbitration under this section.

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

INDEMNIFICATION AND INSURANCE. During the term of the Contract the Contractor must carry and maintain current insurance coverage of the types and amounts required as set forth in the Insurance Checklist as defined in Attachment A of the Request for Proposals documents. The GCLBA must be named as additional insured on all certificates of insurance. If insurance information changes the Contractor must notify the GCLBA immediately of the change.

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

TERMINATION. Either party may terminate this Contract at its convenience at any time by giving written notice at least 30 days before the effective date of such termination to the other party of such termination and specifying the effective date. Partial terminations of the Work may only be undertaken with the prior approval of the GCLBA. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Contractor under this agreement shall, at the option of the GCLBA, become the property of the GCLBA, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory Work completed on such documents or materials prior to the termination. The Contractor agrees to adhere to all requirements as outlined in 2 CFR 200 Subpart D, §200.339 - §200.342. These requirements include all Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

The GCLBA may also immediately suspend or terminate this Contract for cause if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the GCLBA may declare the Contractor ineligible for any further participation in GCLBA Contracts in accordance with 2 CFR 200.

This Contract may also be immediately terminated by the GCLBA for reasons of substandard or non-performance, diminution of funds, or any reasons related to changing objectives of the GCLBA. The GCLBA reserves the right to cancel Contracts for non-compliance with the terms of this Contract, reporting requirements as defined in the Work, and any of such rules, regulations, or orders as may be applicable to the Work and the funding source under which the Work is undertaken. Three months of non-compliance may result in automatic termination.

Failure of the Contractor to provide any of the tasks involved in the Work or services or achieve any of the goals, objectives or tasks required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract. The GCLBA in its sole discretion shall determine whether there has been a failure. In the event GCLBA determines that there has been a failure the GCLBA shall notify the Contractor and allow the Contractor ten (10) days to cure or implement a corrective action plan acceptable to the GCLBA for any such failure. In the event that the Contractor fails to implement a corrective action plan or cure the failure, the GCLBA may take any other action permitted by law or this Contract, including but not limited to termination of the Contract or reduction in compensation to the Contractor. In the event of a failure the GCLBA may, in its sole discretion, reduce or modify the

compensation payable hereunder to the Contractor in a manner and amount that appropriately reflects the costs, damages and/or injuries sustained or incurred by GCLBA.

USE OF CITY OF FLINT WATER: Any Contractor that is illegally using the City of Flint water/fire hydrants will face consequences including the possibility of debarment by the Genesee County Land Bank.

WARRANTY. In addition to any other warranties set forth elsewhere in this Contract, Contractor warrants that Work performed and materials furnished under this Contract conform to the Contract requirements and as required in the Request For Proposals, and are free of any defect of equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers of any tier. Such warranty shall continue for a period of one (1) year from the date of final acceptance of the Work by GCLBA. Under this warranty, Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, Contractor shall remedy at its own expense any damage to real or personal property owned or controlled by Owner/Relevant Parties when that damage is the result of Contractor's failure to conform to Contractor requirements or of any defect in equipment, material, workmanship or design furnished by Contractor. Contractor shall also restore any Work damaged in fulfilling the terms of this Article.

RE-INSPECTION/FAILED INSPECTION FEE. If the Contractor's Work fails the GCLBA's inspection, the GCLBA will charge Contractor a \$75 fee per re-inspection. Contractor will be responsible for any costs incurred by GCLBA for third party inspections resulting from an inspection conducted and failed by the third party. Contractor will be responsible to reimburse GCLBA for fees/costs incurred by GCLBA for failed compliance inspections completed by a third party. GCLBA will pay for passed compliance inspections.

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

COUNTERPARTS. This Agreement may be executed in one or more counterparts, (each of which shall be deemed to be an original) all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

SIGNATURES. The parties agree that signatures on this agreement may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this agreement.

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

Notices for the OWNER/GCLBA should be sent to: **(DIRECTOR NAME)**, Executive Director
GENESEE COUNTY LAND BANK AUTHORITY
452 S. Saginaw Street, 2nd Floor
Flint, Michigan 48502

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

GENESEE COUNTY LAND BANK AUTHORITY **(NAME OF BUSINESS ENTITY)**

(DIRECTOR NAME), Executive Director

Date

Witnessed by:

(NAME OF AUTHORIZED BUSINESS REPRESENTATIVE)

Date

Witnessed by:

Email: _____

Phone: _____

Federal Identification Number: _____

License Number: _____

ATTACHMENT A

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

- A. The Work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#)(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no Contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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 and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

APPENDIX 4- FEDERAL AND COUNTY LABOR STANDARDS

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages.

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(EXECUTIVE ORDER 11246 *as amended*)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration 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 such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 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 is 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.

NONDISCRIMINATION CLAUSE

The Contractor agrees that it will comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 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 shall require the same assurances from subcontractors. Breach of this agreement shall be regarded as a material breach of this contract.

GENESEEE COUNTY POLICIES PREVAILING WAGE POLICY

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

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

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

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

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the names and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided by state and federal law.

5. Any interested party may challenge the performance of the contractor or subcontractor of the covenants of paragraph 2 above by filing a written complaint with the contracting agent. The contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As used herein,

a. "Contracting agent" means any officer, board, commission, or organization which receives directly or indirectly monies or properties from or on behalf of the County of Genesee, including without limitation a lessee or sub-lessee of land owned by Genesee County.

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

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

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

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

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

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

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

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

Resol. #79-558

Approved 10/23/79

forms2\prevwage

5/94



RICK. SNYDER
GOVERNOR



STATE OF MICHIGAN

Prevailing Wages

PO Box 30476

Lansing, MI 48909

517-322-1825

Informational Sheet: Prevailing Wages on State Projects

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The State of Michigan determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes *wage and fringe benefit totals* for designated construction mechanic classifications. The overtime rates also include *wage and fringe benefit totals*. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic ***requested by a contracting agent*** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, ***must*** be obtained ***prior*** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic ***shall only*** be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.



RICK. SNYDER
GOVERNOR



STATE OF MICHIGAN

Prevailing Wages
PO Box 30476
Lansing, MI 48909
517-322-1825

Informational Sheet: Prevailing Wages on State Projects

General Information Regarding Fringe Benefits

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$0.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$0.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$0.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$0.16
Tuition	\$500.00 annual cost/2080 =	\$0.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$0.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$0.96
Total Hourly Credit		<u>\$3.65</u>

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans



State of Michigan
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
MARTHA B. YODER
DIRECTOR

OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

- Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
9th Hour	1	5		
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked ***between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.***

- Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

- EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*); for all hours worked on Saturday, 1½ rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The N (*character 9*) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (*characters 1-3*); for hours worked on Saturday, 1½ rate is due (*characters 4 – 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek.

LARA is an equal opportunity employer.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Wage & Hour Division

7150 HARRIS DRIVE • P.O. BOX 30476 • LANSING, MICHIGAN 48909

www.michigan.gov/wagehour • Phone : (517) 322-1825

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

2018 Prevailing Wage Rates for State Funded Projects**Unofficial Rates For Informational Purposes Only****Genesee County**

Page 1 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Asbestos & Lead Abatement Laborer					
Asbestos & Lead Abatement Laborer	MLDC	\$41.30	\$55.23	\$69.16	H H H X X X X D Y
Comment					
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Apprentice Rates:					
	Trainee 600 hours + 1 calendar year	\$30.22	\$33.28	\$41.73	
Asbestos, Lead and Mold Abatement, Hazardous Material Handler					
Asbestos, Lead and Mold Abatement, Hazardous Material Handler	AS207	\$40.75	\$54.25	\$67.75	H H H X X X X D Y
Comment					
Four ten hour days @ straight time allowed Monday-Saturday, must be consecutive calendar days					
Boilermaker					
Boilermaker	BO169	\$54.70	\$81.08	\$107.45	H H H H H H H D Y
Apprentice Rates:					
	1st 6 months	\$40.31	\$59.49	\$78.67	
	2nd 6 months	\$41.45	\$61.21	\$80.95	
	3rd 6 months	\$42.57	\$62.88	\$83.19	
	4th 6 months	\$43.69	\$64.57	\$85.43	
	5th 6 months	\$44.81	\$66.24	\$87.67	
	6th 6 months	\$48.63	\$72.50	\$96.36	
	7th 6 months	\$49.32	\$73.01	\$96.69	
	8th 6 months	\$51.58	\$76.40	\$101.21	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 2 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Bricklayer					
Bricklayer and Block	BR9-12-BL	\$49.69	\$63.74	\$77.80	H H H H H H D Y
Comment	Make up day allowed 4 10s allowed M-F; Saturday make up day				
	Apprentice Rates:				
	0 - 749 hours	\$37.45	\$45.68	\$53.92	
	750 - 1,499 hours	\$38.98	\$47.98	\$56.98	
	1,500 - 2,249 hours	\$40.51	\$50.27	\$60.04	
	2,250 - 2,999 hours	\$42.04	\$52.56	\$63.10	
	3,000 - 3,749 hours	\$43.57	\$54.86	\$66.16	
	3,750 - 4,499 hours	\$45.10	\$57.16	\$69.22	
	4,500 - 5,249 hours	\$46.63	\$59.45	\$72.28	
	5,250 - 6,000 hours	\$48.16	\$61.74	\$75.34	
Stone Mason, Artificial Masonry, Marble Masonry, and Pointing, Cleaning and Caulking	BR9-12-S	\$49.69	\$63.74	\$77.80	H H H H H H D Y
Comment	4 10s allowed M-F				
	Apprentice Rates:				
	0-749 hours	\$38.98	\$47.98	\$56.98	
	750-1499 hours	\$40.51	\$50.27	\$60.04	
	1500-2249 hours	\$42.04	\$52.56	\$63.10	
	2250-2999 hours	\$43.57	\$54.86	\$66.16	
	3000-3749 hours	\$45.10	\$57.16	\$69.22	
	3750-4499 hours	\$46.63	\$59.45	\$72.28	
Carpenter					
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	\$52.79	\$74.31	\$95.82	X X H X X X D Y
	Apprentice Rates:				
	1st 6 months	\$26.42	\$35.63	\$44.83	
	2nd 6 months	\$30.41	\$41.61	\$52.81	
	3rd 6 months	\$32.64	\$44.96	\$57.27	
	4th 6 months	\$34.88	\$48.32	\$61.75	
	5th 6 months	\$37.12	\$51.67	\$66.23	
	6th 6 months	\$39.36	\$55.04	\$70.71	
	7th 6 months	\$41.59	\$58.39	\$75.17	
	8th 6 months	\$43.83	\$61.74	\$79.65	

Unofficial Rates For Informational Purposes Only

County: Genesee

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Date Rendered:

6/1/2018

Genesee County

Page 3 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Carpenter, Acoustical Ceiling Tile Erector, Piledriver	CA706F	\$47.35	\$60.61	\$73.86	X X H H H H H D N
Apprentice Rates:					
	1st year	\$39.40	\$48.68	\$57.96	
	2nd year	\$40.72	\$50.66	\$60.60	
	3rd year	\$43.37	\$54.64	\$65.90	
	4th year	\$46.02	\$58.61	\$71.20	
Cement Finisher					
Cement Finisher	BR9-12-CF	\$44.02	\$56.73	\$69.43	X X H X X X H D Y
Comment 4 10s allowed M-F					
Apprentice Rates:					
	0-749 hours	\$34.36	\$42.49	\$50.64	
	750-1499 hours	\$35.74	\$44.57	\$53.40	
	1500-2249 hours	\$37.12	\$46.63	\$56.16	
	2250-2999 hours	\$38.50	\$48.71	\$58.92	
	3000-3749 hours	\$39.88	\$50.77	\$61.68	
	3750-4499 hours	\$41.26	\$52.85	\$64.44	
Cement Mason					
Cement Mason	PL16-6	\$41.92	\$55.93	\$69.94	H H H H H H H D Y
Comment Make up day allowed					
Four 10s allowed Monday-Thursday with Friday or Saturday inclement weather make up days. Saturday hours for inclement weather make up shall be paid straight rate unless over 40 hours worked.					
Apprentice Rates:					
	1st year	\$32.11	\$41.22	\$50.32	
	2nd year	\$34.92	\$45.43	\$55.94	
	3rd year	\$37.72	\$49.63	\$61.54	
Drywall					
Finisher-hand finishing	PT-1052-DF	\$37.97	\$50.98	\$63.99	X X H X X X H D Y
Comment Make up day allowed					
The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
	1st year	\$24.96	\$31.47	\$37.97	
	2nd year, 1st 6 months	\$27.56	\$35.37	\$43.17	
	2nd year, 2nd 6 months	\$30.16	\$39.27	\$48.37	
	3rd year, 1st 6 months	\$32.77	\$43.18	\$53.59	
	Until completion	\$35.37	\$47.08	\$58.79	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 4 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Electrician					
Journeyman Electrician -Inside Wireman	EC-948-IW	\$59.97	\$86.02	\$112.08	H H H H H H D Y
Apprentice Rates:					
	1st period	\$24.68	\$33.72	\$42.75	
	2nd period	\$26.94	\$37.11	\$47.27	
	3rd period	\$29.20	\$40.50	\$51.79	
	4th period	\$33.71	\$47.27	\$60.81	
	5th period	\$35.98	\$50.67	\$65.35	
	6th period	\$40.50	\$57.45	\$74.39	
Sound and Communication Installer/Technician	EC-948-SC	\$42.76	\$60.44	\$78.11	H H H H H H D Y
Comment					
Four 10s may be worked Monday-Thursday or Tuesday-Friday.					
Apprentice Rates:					
	1st year	\$15.44	\$21.90	\$28.37	
	2nd year	\$16.87	\$24.05	\$31.23	
	3rd year	\$21.02	\$30.45	\$39.88	
	4th year	\$24.15	\$35.70	\$46.88	
Elevator Constructor					
Elevator, escalator, moving stairway, chair lift and link belt carriers Constructor Mechanic	EL-85	\$83.37		\$134.06	D D D D D D D Y
Comment					
4 tens allowed M-TH					
Apprentice Rates:					
	Probationary Apprentice less than 6 months	\$25.35		\$50.70	
	1st Year, 7-12 Months	\$60.56		\$88.44	
	2nd Year	\$65.63		\$98.58	
	3rd Year	\$68.16		\$103.64	
	4th Year	\$73.23		\$113.78	
Elevator Constructor Assistant Mechanic	EL-85AM	\$73.23		\$113.78	D D D D D D D Y
Comment					
4 tens allowed M-TH					
Elevator Constructor Mechanic Helper	EL-85-H	\$68.16		\$103.64	D D D D D D D Y
Comment					
4 tens allowed M-TH					

Unofficial Rates For Informational Purposes Only

Genesee County

Page 5 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Glazier					
Glazier	GL-826	\$44.78	\$60.87	\$76.95	H H H H H H D Y
Comment 4 tens allowed on consecutive days					
Apprentice Rates:					
	1st 6 months	\$31.91	\$41.57	\$51.21	
	2nd 6 months	\$33.52	\$43.98	\$54.43	
	3rd 6 months	\$35.12	\$46.38	\$57.63	
	4th 6 months	\$36.74	\$48.81	\$60.87	
	5th 6 months	\$38.35	\$51.22	\$64.09	
	6th 6 months	\$39.96	\$53.64	\$67.31	
	7th 6 months	\$41.57	\$56.05	\$70.53	
	8th 6 months	\$43.17	\$58.45	\$73.73	
Heat and Frost Insulator					
Spray Insulation - Qualified Senior Sprayer, application of all products	AS25S	\$29.04	\$42.35		X X X H H H H H N
Heat and Frost Insulator and Asbestos Worker					
Heat and Frost Insulator and Asbestos Worker	AS47	\$47.75	\$63.01	\$78.27	H H H H H H D Y
Comment Make up day allowed Friday for cancelled work in a four 10 hour schedule					
Apprentice Rates:					
	1st year	\$27.88	\$35.51	\$43.14	
	2nd year	\$31.85	\$41.00	\$50.16	
	3rd year	\$35.82	\$46.50	\$57.18	
	4th year	\$39.80	\$52.01	\$64.22	
	5th year	\$43.78	\$57.51	\$71.25	
Ironworker					
Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work	IR-25-F1	\$35.95	\$48.05	\$60.15	X X H X X X H D Y
Comment Four ten hour work days may be worked during Monday-Saturday.					
Apprentice Rates:					
	60% Level	\$25.39	\$32.65	\$39.91	
	65% Level	\$26.71	\$34.58	\$42.44	
	70% Level	\$28.03	\$36.51	\$44.98	
	75% Level	\$29.35	\$38.42	\$47.50	
	80% Level	\$30.67	\$40.35	\$50.03	
	85% Level	\$31.99	\$42.28	\$52.56	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 6 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Siding, Glazing, Curtain Wall	IR-25-GZ2	\$48.13	\$59.92	\$71.70	X X H H H H D D Y
Comment	Make up day allowed Friday, 4 tens may be worked Monday thru Thursday @ straight time.				
	Apprentice Rates:				
	Level 1	\$31.20	\$37.93	\$44.65	
	Level 2	\$33.31	\$40.67	\$48.02	
	Level 3	\$35.42	\$43.41	\$51.39	
	Level 4	\$37.54	\$46.16	\$54.77	
	Level 5	\$39.66	\$48.92	\$58.17	
	Level 6	\$41.78	\$51.67	\$61.55	
Pre-engineered Metal Work	IR-25-PE-Z1	\$48.69	\$59.70	\$70.70	X X H X X X D Y
Comment	Make up day allowed 4 tens allowed M-Th with Saturday make up day				
	Apprentice Rates:				
	Probation 1 Year	\$27.43	\$32.86	\$38.30	
	1st Level	\$29.56	\$35.75	\$41.95	
	2nd Level	\$28.56	\$34.25	\$39.95	
	3rd Level	\$31.68	\$38.63	\$45.57	
	4th Level	\$33.81	\$41.52	\$49.22	
	5th Level	\$35.93	\$44.38	\$52.84	
Reinforced Iron Work	IR-25-RF	\$57.30	\$85.66	\$114.02	H H D H D D D D N
Make up day allowed					
	Apprentice Rates:				
	Level 1	\$40.32	\$59.89	\$79.46	
	Level 2	\$42.68	\$63.43	\$84.18	
	Level 3	\$45.22	\$67.24	\$89.26	
	Level 4	\$47.75	\$71.04	\$94.32	
	Level 5	\$50.29	\$74.84	\$99.40	
	Level 6	\$50.29	\$74.84	\$99.40	
Rigging Work	IR-25-RIG	\$63.51	\$95.00	\$126.49	H H H H H H D N
	Apprentice Rates:				
	Level 1 & 2	\$38.22	\$56.16	\$74.85	
	Level 3	\$41.05	\$61.54	\$82.01	
	Level 4	\$43.87	\$65.76	\$87.65	
	Level 5	\$46.70	\$70.01	\$93.31	
	Level 6	\$49.53	\$74.25	\$98.97	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 7 of 26

<u>Classification</u>						
Name	Description	Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Decking	IR-25-SD	\$55.47	\$82.87	\$110.26	X X H H H H D D Y	
Comment	Make up day allowed 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.					
Structural, ornamental, welder and pre-cast	IR-25-STR	\$63.64	\$95.12	\$126.60	H H H H H H D D Y	
Comment	Make up day allowed 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.					
Apprentice Rates:						
	Levels 1 & 2	\$38.22	\$56.99	\$75.75		
	Level 3	\$41.05	\$61.24	\$81.41		
	Level 4	\$43.87	\$65.46	\$87.05		
	Level 5	\$46.70	\$69.71	\$92.71		
	Level 6	\$49.53	\$73.95	\$98.37		
	Level 7	\$52.35	\$78.18	\$104.01		
	Level 8	\$55.18	\$82.43	\$109.67		
Industrial Door erection & construction	IR-25-STR-D	\$43.74	\$65.27	\$86.80	H H H H H H D D Y	
Comment	Make up day allowed Friday for bad weather when 4 tens scheduled for M-Th. If holiday celebrated on M, 4 tens may be worked T-F. Work in excess of 12 hours per day must be paid @ double time.					
Laborer						
Carpenter tender, mason tender, cement finisher tender, plasterer tender, signal man & top man (sewer work), watchman, tunnel mucker, jackhammer & air spade operator, tunnel man (concrete shoveler, car pusher) bottom man (sewer work), windlass operator (caisson work), demolition laborer, mortar mixer, air, electric, gas tool operator, pump operator (all 3" pumps and below), air & electric bush hammers, concrete gas buggy, concrete saw operator, crock and pipe layers (conduit & vitrified tile, except 4" drain tile around buildings), & Caisson work inside building.	L1075	\$36.26	\$47.57	\$58.87	X X H H H H H D Y	
Comment	Make up day allowed Saturday					
Apprentice Rates:						
	0-1,000 work hours	\$30.61	\$39.09	\$47.57		
	1,001-2,000 work hours	\$31.74	\$40.79	\$49.83		
	2,001-3,000 work hours	\$32.87	\$42.48	\$52.09		
	3,001-4,000 work hours	\$35.13	\$45.87	\$56.61		
Cleaner/Sweeper	L1075-CLN	\$27.22	\$34.29	\$41.35	X X H H H H H D Y	
Comment	Make up day allowed Saturday					

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 8 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Name	Description					
Laborer - Hazardous						
	Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when use of personal protective equipment level "D" is required.	LHAZ-Z7-A	\$36.26	\$51.35	\$66.43	H H H H H H D Y
Comment		Make up day allowed				
		4 10s allowed M-Th or T-F; inclement weather makeup day Friday				
		Apprentice Rates:				
		0-1,000 work hours	\$30.61	\$42.87	\$55.13	
		1,001-2,000 work hours	\$31.74	\$44.57	\$57.39	
		2,001-3,000 work hours	\$32.87	\$46.26	\$59.65	
		3,001-4,000 work hours	\$35.13	\$49.65	\$64.17	
	Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z7-B	\$37.26	\$52.85	\$68.43	H H H H H H D Y
Comment		Make up day allowed				
		4 10s allowed M-Th or T-F; inclement weather makeup day Friday				
		Apprentice Rates:				
		0-1,000 work hours	\$31.36	\$43.99	\$56.63	
		1,001-2,000 work hours	\$32.54	\$45.77	\$58.99	
		2,001-3,000 work hours	\$33.72	\$47.53	\$61.35	
		3,001-4,000 work hours	\$36.08	\$51.07	\$66.07	
Laborer Underground - Open Cut, Class VI						
	Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation & repair of water service pipe & appurtenances	LAUC-Z3-6	\$32.51	\$42.19	\$51.85	X X X X X X D Y
		Apprentice Rates:				
		0-1,000 work hours	\$28.39	\$36.01	\$43.61	
		1,001-2,000 work hours	\$29.21	\$37.23	\$45.25	
		2,001-3,000 work hours	\$30.04	\$38.48	\$46.91	
		3,001-4,000 work hours	\$31.69	\$40.95	\$50.21	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 9 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Laborer Underground - Open Cut, Class I					
Construction Laborer	LAUC-Z3-1	\$34.76	\$45.56	\$56.35	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.08	\$38.54	\$46.99	
	1,001-2,000 work hours	\$31.01	\$39.93	\$48.85	
	2,001-3,000 work hours	\$31.95	\$41.35	\$50.73	
	3,001-4,000 work hours	\$33.82	\$44.15	\$54.47	
Laborer Underground - Open Cut, Class II					
Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z3-2	\$34.90	\$45.93	\$56.95	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.18	\$38.85	\$47.51	
	1,001-2,000 work hours	\$31.12	\$40.26	\$49.39	
	2,001-3,000 work hours	\$32.07	\$41.69	\$51.29	
	3,001-4,000 work hours	\$33.96	\$44.52	\$55.07	
Laborer Underground - Open Cut, Class III					
Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z3-3	\$35.02	\$45.95	\$56.87	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.27	\$38.83	\$47.37	
	1,001-2,000 work hours	\$31.22	\$40.25	\$49.27	
	2,001-3,000 work hours	\$32.17	\$41.67	\$51.17	
	3,001-4,000 work hours	\$34.07	\$44.53	\$54.97	
Laborer Underground - Open Cut, Class IV					
Trench or excavating grade man.	LAUC-Z3-4	\$35.07	\$46.03	\$56.97	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.31	\$38.89	\$47.45	
	1,001-2,000 work hours	\$31.26	\$40.31	\$49.35	
	2,001-3,000 work hours	\$32.21	\$41.73	\$51.25	
	3,001-4,000 work hours	\$34.12	\$44.60	\$55.07	

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 10 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Laborer Underground - Open Cut, Class V					
Pipe Layer	LAUC-Z3-5	\$35.21	\$46.24	\$57.25	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$30.41	\$39.03	\$47.65	
	1,001-2,000 work hours	\$31.37	\$40.47	\$49.57	
	2,001-3,000 work hours	\$32.33	\$41.91	\$51.49	
	3,001-4,000 work hours	\$34.25	\$44.79	\$55.33	
Laborer Underground - Open Cut, Class VII					
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z3-7	\$29.66	\$37.91	\$46.15	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$26.25	\$32.79	\$39.33	
	1,001-2,000 work hours	\$26.93	\$33.81	\$40.69	
	2,001-3,000 work hours	\$27.61	\$34.83	\$42.05	
	3,001-4,000 work hours	\$28.98	\$36.89	\$44.79	
Laborer Underground - Tunnel, Shaft & Caisson					
Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z2-1	\$36.82	\$48.70	\$60.57	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.52	\$40.75	\$49.97	
	1,001-2,000 work hours	\$32.58	\$42.34	\$52.09	
	2,001-3,000 work hours	\$33.64	\$43.93	\$54.21	
	3,001-4,000 work hours	\$35.76	\$47.11	\$58.45	
Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder	LAUCT-Z2-2	\$36.91	\$48.83	\$60.75	X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$31.58	\$40.84	\$50.09	
	1,001-2,000 work hours	\$32.65	\$42.45	\$52.23	
	2,001-3,000 work hours	\$33.71	\$44.03	\$54.35	
	3,001-4,000 work hours	\$35.84	\$47.23	\$58.61	

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 11 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Name	Description					
	Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z2-3	\$37.01	\$48.98	\$60.95	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.66	\$40.96	\$50.25	
	1,001-2,000 work hours		\$32.73	\$42.57	\$52.39	
	2,001-3,000 work hours		\$33.80	\$44.17	\$54.53	
	3,001-4,000 work hours		\$35.94	\$47.38	\$58.81	
	Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z2-4	\$37.17	\$49.22	\$61.27	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.78	\$41.14	\$50.49	
	1,001-2,000 work hours		\$32.86	\$42.76	\$52.65	
	2,001-3,000 work hours		\$33.93	\$44.37	\$54.79	
	3,001-4,000 work hours		\$36.09	\$47.61	\$59.11	
	Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z2-5	\$37.43	\$49.62	\$61.79	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.97	\$41.43	\$50.87	
	1,001-2,000 work hours		\$33.06	\$43.06	\$53.05	
	2,001-3,000 work hours		\$34.16	\$44.71	\$55.25	
	3,001-4,000 work hours		\$36.34	\$47.98	\$59.61	
	Class VI - Dynamite man and powder man.	LAUCT-Z2-6	\$37.74	\$50.08	\$62.41	X X X X X X X D Y
	Apprentice Rates:					
	0-1,000 work hours		\$32.20	\$41.77	\$51.33	
	1,001-2,000 work hours		\$33.31	\$43.43	\$53.55	
	2,001-3,000 work hours		\$34.42	\$45.10	\$55.77	
	3,001-4,000 work hours		\$36.63	\$48.41	\$60.19	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 12 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z2-7	\$30.01	\$38.48	\$46.95	X X X X X X X D Y
Apprentice Rates:					
	0-1,000 work hours	\$26.41	\$33.09	\$39.75	
	1,001-2,000 work hours	\$27.13	\$34.17	\$41.19	
	2,001-3,000 work hours	\$27.85	\$35.25	\$42.63	
	3,001-4,000 work hours	\$29.29	\$37.41	\$45.51	
Landscape Laborer					
Landscape Specialist: includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs.	LLAN-Z1-A	\$28.98	\$40.04	\$51.09	X X H X X X H D Y
Comment					
Sundays paid at time & one half. Holidays paid at double time.					
Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs	LLAN-Z1-B	\$24.76	\$33.71	\$42.65	X X H X X X H D Y
Comment					
Sundays paid at time & one half. Holidays paid at double time.					
Marble, Mosaic, Tile and Terrazzo Setter					
Marble, Mosaic, Tile and Terrazzo Setter	BR9-12-TL	\$43.37	\$55.83	\$68.29	H H H H H H H D Y
Comment					
4 10s allowed M-F					
Apprentice Rates:					
	0-749 hours	\$33.89	\$41.87	\$49.85	
	750-1499 hours	\$35.25	\$43.91	\$52.57	
	1500-2249 hours	\$36.60	\$45.93	\$55.27	
	2250-2999 hours	\$37.95	\$47.96	\$57.97	
	3000-3749 hours	\$39.31	\$50.00	\$60.69	
	3750-4499 hours	\$40.66	\$52.03	\$63.39	
Operating Engineer					
Compressor or Welding Machine	EN-AC	\$46.07	\$57.38	\$68.68	X X H H D D D D Y
Comment					
Make up day allowed					
Friday, Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.					

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 13 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Forklift or Straight Mast	EN-F	\$47.52	\$59.55	\$71.58	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday				
Fireman or Oiler	EN-FO	\$45.04	\$55.83	\$66.62	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Lull or Extend-a-Boom Forklift	EN-L	\$53.38	\$68.34	\$83.30	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled M-Th or T-F. Work not performed due to weather on M-Th may be scheduled on Friday				
Crane with main boom & jib 120' or longer	EN-OS120	\$56.92	\$80.60	\$104.28	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled Friday				
Crane w/ main Boom & Jib 220' or longer	EN-OSA	\$58.03	\$75.32	\$92.60	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane w/ main Boom & Jib 300' or longer	EN-OSA3	\$59.54	\$74.73	\$90.41	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane w/ main Boom & Jib 400' or longer	EN-OSA4	\$61.04	\$79.83	\$98.62	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Crane with main boom and jib 140' or longer	EN-OSB	\$57.74	\$74.88	\$92.02	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work unable to be performed due to weather, Monday-Thursday may be scheduled on Friday.				

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 14 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Regular Crane Operator, Job Mechanic, Concrete Pump with Boom	EN-RC	\$56.06	\$72.36	\$88.66	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
	Apprentice Rates:				
	0-999 hours	\$44.78	\$56.19	\$67.60	
	1,000-1,999 hours	\$46.41	\$58.64	\$70.86	
	2,000-2,999 hours	\$48.04	\$61.08	\$74.12	
	3,000-3,999 hours	\$49.67	\$63.53	\$77.38	
	4,000-4,999 hours	\$51.31	\$65.98	\$80.66	
	5,000-5,999 hours	\$52.93	\$68.42	\$83.90	
Regular Engineer, Hydro Excavator & Remote Controlled Concrete Breaker	EN-RE	\$55.11	\$70.94	\$86.76	X X H H D D D D Y
Comment	Make up day allowed Four 10 hour days may be scheduled Monday-Thursday or Tuesday-Friday. Work not performed due to weather, Monday-Thursday may be scheduled on Friday.				
Operating Engineer - Marine Construction					
Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	\$52.80	\$79.20	\$105.60	H H H H H H D N
Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	\$72.32	\$93.82	\$115.32	X X H H H H D Y
Comment	Make up day allowed Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	all Great Lakes, islands therein, & connecting & tributary waters				
Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	\$70.82	\$91.57	\$112.32	X X H H H H D Y
Comment	Make up day allowed Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				
Friction, Lattice Boom or Crane License Certification	GLF-2B	\$72.32	\$93.82	\$115.32	X X H H H H D Y
Comment	Make up day allowed Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands, therein, & connecting & tributary waters				
Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	\$66.27	\$84.75	\$103.22	X X H H H H D Y
Comment	Make up day allowed Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				

Unofficial Rates For Informational Purposes Only

County: Statewide

zz alpha web rates

Date Rendered:

6/1/2018

Statewide County

Page 15 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	\$60.07	\$75.45	\$90.82	X X H H H H H D Y
Comment	Make up day allowed				
	Holiday pay = 2.5 times the straight hourly rate				
<u>Subdivision of county</u>	All Great Lakes, islands therein, & connecting & tributary waters				
Operating Engineer Steel Work					
Forklift, 1 Drum Hoist	EN-324-EF	\$60.41	\$79.00	\$97.58	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 120' boom or longer	EN-324-SW120	\$63.11	\$83.05	\$102.98	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 120' boom or longer w/ Oiler	EN-324-SW120-O	\$64.11	\$84.55	\$104.98	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 140' boom or longer	EN-324-SW140	\$64.29	\$84.82	\$105.34	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 140' boom or longer W/ Oiler	EN-324-SW140-O	\$65.29	\$86.32	\$107.34	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 220' or longer	EN-324-SW220	\$64.56	\$85.22	\$105.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 220' boom or longer w/ Oiler	EN-324-SW220-O	\$65.56	\$86.72	\$107.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 300' or longer	EN-324-SW300	\$66.06	\$87.47	\$108.88	H H D H H H D D Y
Comment	Make up day allowed				
	4 10s allowed M-Th with Friday makeup day because of bad weather				

Unofficial Rates For Informational Purposes Only

County: Genesee

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Date Rendered:

6/1/2018

Genesee County

Page 16 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	\$67.06	\$88.97	\$110.88	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 400' or longer	EN-324-SW400	\$67.56	\$89.72	\$111.88	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	\$68.56	\$91.22	\$113.88	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator	EN-324-SWCO	\$62.75	\$82.51	\$102.26	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
	Apprentice Rates:				
	0-999 hours	\$49.40	\$63.26	\$77.11	
	1,000-1,999 hours	\$51.38	\$66.23	\$81.07	
	2,000-2,999 hours	\$53.35	\$69.19	\$85.01	
	3,000-3,999 hours	\$55.33	\$72.16	\$88.97	
	4,000-4,999 hours	\$57.30	\$75.11	\$92.91	
	5,000 hours	\$59.28	\$78.08	\$96.87	
Crane Operator w/ Oiler	EN-324-SWCO-O	\$63.75	\$84.01	\$104.26	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Compressor or Welder Operator	EN-324-SWCW	\$55.30	\$71.33	\$87.36	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe	EN-324-SWHO	\$62.11	\$81.55	\$100.98	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Oiler	EN-324-SWO	\$53.89	\$69.22	\$84.54	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				
Tower Crane & Derrick where work is 50' or more	EN-324-SWTD50	\$63.84	\$84.14	\$104.44	H H D H H H D D Y
Comment	Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather				

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 17 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Tower Crane & Derrick 50' or more w/ Oiler	EN-324-SWTD50-O	\$64.84	\$85.64	\$106.44	H H D H H H D D Y
Comment Make up day allowed 4 10s allowed M-Th with Friday makeup day because of bad weather					
Operating Engineer Underground					
Class I Equipment	EN-324A1-UC1	\$55.54	\$71.56	\$87.57	H H H H H H H D Y
Apprentice Rates:					
0-999 hours		\$44.09	\$55.30	\$66.52	
1,000-1,999 hours		\$45.68	\$57.70	\$69.70	
2,000-2,999 hours		\$47.28	\$60.09	\$72.90	
3,000-3,999 hours		\$48.88	\$62.49	\$76.10	
4,000-4,999 hours		\$50.49	\$64.91	\$79.32	
5,000-5,999 hours		\$52.09	\$67.30	\$82.52	
Class II Equipment	EN-324A1-UC2	\$50.81	\$64.46	\$78.11	H H H H H H H D Y
Class III Equipment	EN-324A1-UC3	\$50.08	\$63.37	\$76.65	H H H H H H H D Y
Class IV Equipment	EN-324A1-UC4	\$49.51	\$62.52	\$75.51	H H H H H H H D Y
Master Mechanic	EN-324A1-UMM	\$55.79	\$71.93	\$88.07	H H H H H H H D Y
Painter					
Painter	PT-1052-BR	\$35.80	\$47.68	\$59.55	X X H X X X H D Y
Comment Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
1st year		\$23.93	\$29.87	\$35.81	
2nd year, 1st 6 months		\$26.30	\$33.43	\$40.55	
2nd year, 2nd 6 months		\$28.67	\$36.98	\$45.29	
3rd year, 1st 6 months		\$31.05	\$40.55	\$50.05	
Until completion		\$33.43	\$44.12	\$54.81	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 18 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - Work of a high risk nature of a falling height up to 30 feet	PT-1052-HR	\$36.10	\$48.48	\$60.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
Apprentice Rates:					
1st year		\$23.73	\$29.92	\$36.11	
2nd year, 1st 6 months		\$26.20	\$33.63	\$41.05	
2nd year, 2nd 6 months		\$28.67	\$37.33	\$45.99	
3rd year, 1st 6 months		\$31.15	\$41.05	\$50.95	
Until completion		\$33.63	\$44.77	\$55.91	
Painter - All work of a falling height of 31 - 44 feet	PT-1052-HR01	\$36.40	\$48.93	\$61.45	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
Apprentice Rates:					
1st year		\$23.87	\$30.13	\$36.39	
2nd year, 1st 6 months		\$26.38	\$33.89	\$41.41	
2nd year, 2nd 6 months		\$28.89	\$37.66	\$46.43	
3rd year, 1st 6 months		\$31.39	\$41.41	\$51.43	
Until completion		\$33.89	\$45.16	\$56.43	
Painter - All work of a falling height of 45 - 59 feet	PT-1052-HR02	\$36.50	\$49.08	\$61.65	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
Apprentice Rates:					
1st year		\$23.93	\$30.22	\$36.51	
2nd year, 1st 6 months		\$26.44	\$33.99	\$41.53	
2nd year, 2nd 6 months		\$28.95	\$37.75	\$46.55	
3rd year, 1st 6 months		\$31.47	\$41.53	\$51.59	
Until completion		\$33.99	\$45.31	\$56.63	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 19 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - All work of a falling height of 60 - 74 feet	PT-1052-HR03	\$36.60	\$49.23	\$61.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$23.97	\$30.28	\$36.59	
	2nd year, 1st 6 months	\$26.50	\$34.07	\$41.65	
	2nd year, 2nd 6 months	\$29.02	\$37.85	\$46.69	
	3rd year, 1st 6 months	\$31.55	\$41.65	\$51.75	
	Until completion	\$34.07	\$45.43	\$56.79	
Painter - All work of a falling height of 75 - 89 feet	PT-1052-HR04	\$36.70	\$49.38	\$62.05	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.03	\$30.37	\$36.71	
	2nd year, 1st 6 months	\$26.56	\$34.17	\$41.77	
	2nd year, 2nd 6 months	\$29.09	\$37.96	\$46.83	
	3rd year, 1st 6 months	\$31.63	\$41.77	\$51.91	
	Until completion	\$34.17	\$45.58	\$56.99	
Painter - All work of a falling height of 90 - 104 feet	PT-1052-HR05	\$36.80	\$49.53	\$62.25	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.07	\$30.43	\$36.79	
	2nd year, 1st 6 months	\$26.62	\$34.25	\$41.89	
	2nd year, 2nd 6 months	\$29.16	\$38.07	\$46.97	
	3rd year, 1st 6 months	\$31.71	\$41.89	\$52.07	
	Until completion	\$34.25	\$45.70	\$57.15	
Painter - All work of a falling height of 105 - 119 feet	PT-1052-HR06	\$36.90	\$49.68	\$62.45	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.				
	Apprentice Rates:				
	1st year	\$24.13	\$30.52	\$36.91	
	2nd year, 1st 6 months	\$26.68	\$34.35	\$42.01	
	2nd year, 2nd 6 months	\$29.23	\$38.17	\$47.11	
	3rd year, 1st 6 months	\$31.79	\$42.01	\$52.23	
	Until completion	\$34.35	\$45.85	\$57.35	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 20 of 26

<u>Classification</u>						
Name	Description		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Painter - All work of a falling height of 120 - 134 feet	PT-1052-HR07		\$37.00	\$49.83	\$62.65	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
	Apprentice Rates:					
	1st year		\$24.17	\$30.58	\$36.99	
	2nd year, 1st 6 months		\$26.74	\$34.43	\$42.13	
	2nd year, 2nd 6 months		\$29.30	\$38.27	\$47.25	
	3rd year, 1st 6 months		\$31.87	\$42.13	\$52.39	
	Until completion		\$34.43	\$45.97	\$57.51	
Painter - All work of a falling height of 135 - 149 feet	PT-1052-HR08		\$37.10	\$49.98	\$62.85	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
	Apprentice Rates:					
	1st year		\$24.23	\$30.67	\$37.11	
	2nd year, 1st 6 months		\$26.80	\$34.53	\$42.25	
	2nd year, 2nd 6 months		\$29.37	\$38.38	\$47.39	
	3rd year, 1st 6 months		\$31.95	\$42.25	\$52.55	
	Until completion		\$34.53	\$46.12	\$57.71	
Painter - All work of a falling height of 150 - 164 feet	PT-1052-HR09		\$37.20	\$50.13	\$63.05	X X H X X X H D Y
Comment	Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
	Apprentice Rates:					
	1st year		\$24.27	\$30.73	\$37.19	
	2nd year, 1st 6 months		\$26.86	\$34.61	\$42.37	
	2nd year, 2nd 6 months		\$29.45	\$38.50	\$47.55	
	3rd year, 1st 6 months		\$32.03	\$42.37	\$52.71	
	Until completion		\$34.61	\$46.24	\$57.87	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 21 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Painter - All work of a falling height of 165 - 179 feet	PT-1052-HR10	\$37.30	\$50.28	\$63.25	X X H X X X H D Y
Comment Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
1st year		\$24.33	\$30.82	\$37.31	
2nd year, 1st 6 months		\$26.92	\$34.71	\$42.49	
2nd year, 2nd 6 months		\$29.51	\$38.59	\$47.67	
3rd year, 1st 6 months		\$32.11	\$42.49	\$52.87	
Until completion		\$34.71	\$46.39	\$58.07	
Painter - All work of a falling height of 180 - 194 feet	PT-1052-HR11	\$37.40	\$50.43	\$63.45	X X H X X X H D Y
Comment Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
1st year		\$24.37	\$30.88	\$37.39	
2nd year, 1st 6 months		\$26.98	\$34.79	\$42.61	
2nd year, 2nd 6 months		\$29.59	\$38.71	\$47.83	
3rd year, 1st 6 months		\$32.19	\$42.61	\$53.03	
Until completion		\$34.79	\$46.51	\$58.23	
Painter - All work of a falling height of 195 - 209 feet	PT-1052-HR12	\$37.50	\$50.58	\$63.65	X X H X X X H D Y
Comment Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
1st year		\$24.43	\$30.97	\$37.51	
2nd year, 1st 6 months		\$27.04	\$34.89	\$42.73	
2nd year, 2nd 6 months		\$29.65	\$38.80	\$47.95	
3rd year, 1st 6 months		\$32.27	\$42.73	\$53.19	
Until completion		\$34.89	\$46.66	\$58.43	
Painter - All work of a falling height of 210 - 224 feet	PT-1052-HR13	\$37.60	\$50.73	\$63.85	X X H X X X H D Y
Comment Make up day allowed The regular weekly work schedule may consist of 4 10s on consecutive days, Monday thru Saturday. A make-up day may be scheduled for work missed due to holiday or inclement weather.					
Apprentice Rates:					
1st year		\$24.47	\$31.03	\$37.59	
2nd year, 1st 6 months		\$27.10	\$34.97	\$42.85	
2nd year, 2nd 6 months		\$29.73	\$38.92	\$48.11	
3rd year, 1st 6 months		\$32.35	\$42.85	\$53.35	
Until completion		\$34.97	\$46.78	\$58.59	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 22 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision	
Name	Description					
Painter - Sign Display						
	The trade jurisdiction consists of painting and other related surface finishing operations; lettering, and all operations so related; pictorial and graphic art work; screen process procedures; application of photographs, translates, refinished surface-type materials used in lieu of painted methods, display graphics; adhesive backed lettering and art work; sign hanging, sign installation, erection and construction; bulletin board construction; plastic sign fabrication; advertising displays and exhibits; and the preparing of surfaces for finishing of the same to include but not limited to application of filler of seams, grooves, nail and/or screw holes; and such area practices pertaining to the sign and display industry.	PT-591	\$19.94	\$29.93	\$39.88	X X X X X X X D N
Pipe and Manhole Rehab						
	General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant	TM247	\$28.20	\$38.20		H H H H H H H H N
	Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment	TM247-2	\$32.70	\$44.95		H H H H H H H H N
	CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	\$31.45	\$43.07		H H H H H H H H N
	Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	\$33.20	\$45.70		H H H H H H H H N
	Combo Unit driver & Jetter-Vac Operator	TM247-5	\$33.20	\$45.70		H H H H H H H H N
	Pipe Bursting & Slip-lining Equipment Operator	TM247-6	\$34.20	\$47.20		H H H H H H H H N

Unofficial Rates For Informational Purposes Only

County: Statewide

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Date Rendered:

6/1/2018

Genesee County

Page 23 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Plasterer					
Plasterer	BR9-12-PL	\$44.02	\$56.73	\$69.43	H H H H H H D Y
Comment 4 10s allowed M-F					
Apprentice Rates:					
0-749 hours		\$34.36	\$42.49	\$50.64	
750-1499 hours		\$35.74	\$44.57	\$53.40	
1500-2249 hours		\$37.12	\$46.63	\$56.16	
2250-2999 hours		\$38.50	\$48.71	\$58.92	
3000-3749 hours		\$39.88	\$50.77	\$61.68	
3750-4499 hours		\$41.26	\$52.85	\$64.44	
Plasterer	PL16-3	\$36.61	\$48.48	\$60.34	H H H H H H D N
Apprentice Rates:					
1st year		\$28.30	\$36.01	\$43.72	
2nd year		\$30.68	\$39.58	\$48.48	
3rd year		\$33.05	\$43.14	\$53.22	
Plumber, Pipefitter, HVAC & Refrigeration					
Pipe Trades Helper (Mechanical Helper)	PL-370-PFH	\$22.69	\$34.04	\$45.38	H H H H H H D Y
Comment 4 10s allowed M-F					
Plumber trainee helper	PL-370-PLH	\$22.69	\$34.04	\$45.38	H H H H H H D Y
Comment 4 10s allowed M-F					

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 24 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Plumber, Pipefitter, Welder, HVAC & Refrigeration					
Plumber, Pipefitter, Welder, HVAC & Refrigeration	PL-370	\$55.01	\$82.07	\$109.12	H H H H H H D Y
Comment 4 10s allowed M-F					
Apprentice Rates:					
1st 6 months		\$26.19	\$39.01	\$51.83	
2nd 6 months		\$27.99	\$41.71	\$55.43	
3rd 6 months		\$34.80	\$51.93	\$69.05	
4th 6 months		\$36.61	\$54.64	\$72.67	
5th 6 months		\$38.41	\$57.34	\$76.27	
6th 6 months		\$40.22	\$60.05	\$79.89	
7th 6 months		\$42.02	\$62.75	\$83.49	
8th 6 months		\$43.83	\$65.47	\$87.11	
9th 6 months		\$45.63	\$68.17	\$90.71	
final 6 months		\$47.44	\$70.89	\$94.33	
Roofer					
Commercial Roofer	RO-149-MMA	\$38.61	\$50.72	\$62.82	H H H H H H D Y
Comment Make up day allowed Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.					
Apprentice Rates:					
Apprentice 1		\$23.23	\$27.64	\$32.06	
Apprentice 2		\$25.14	\$30.51	\$35.88	
Apprentice 3		\$27.09	\$33.44	\$39.78	
Apprentice 4		\$29.00	\$36.30	\$43.60	
Apprentice 5		\$30.92	\$39.18	\$47.44	
Apprentice 6		\$32.83	\$42.04	\$51.26	
Sewer Relining					
Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV system.	SR-I	\$43.66	\$59.01	\$74.36	H H H H H H D N
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	\$42.13	\$56.72	\$71.30	H H H H H H D N

Unofficial Rates For Informational Purposes Only

County: Statewide

zz alpha web rates

Date Rendered:

6/1/2018

Genesee County

Page 25 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Sheet Metal Worker					
Sheet Metal Worker	SHM-7-4	\$52.05	\$66.87	\$81.69	H H H X H H H D Y
Comment	Make up day allowed				
	Saturday, 4 10s allowed as consecutive days, M-Th or T-F				
	Apprentice Rates:				
	1st 6 months	\$26.93	\$33.60	\$40.27	
	2nd 6 months	\$28.41	\$35.82	\$43.23	
	3rd 6 months	\$29.89	\$38.04	\$46.19	
	4th 6 months	\$31.37	\$40.26	\$49.15	
	5th 6 months	\$41.23	\$50.87	\$60.50	
	6th 6 months	\$42.71	\$53.09	\$63.46	
	7th 6 months	\$44.19	\$55.31	\$66.42	
	8th 6 months	\$45.67	\$57.53	\$69.38	
Sprinkler Fitter					
Sprinkler Fitter	SP 669	\$51.64	\$68.45	\$85.26	H H H H H H H D Y
	Make up day allowed				
	Apprentice Rates:				
	Class 1	\$23.03	\$30.60	\$38.16	
	Class 2	\$24.71	\$33.12	\$41.52	
	Class 3	\$34.01	\$43.26	\$52.50	
	Class 4	\$35.69	\$45.78	\$55.86	
	Class 5	\$37.62	\$48.55	\$59.47	
	Class 6	\$39.30	\$51.07	\$62.83	
	Class 7	\$40.99	\$53.60	\$66.21	
	Class 8	\$42.67	\$56.12	\$69.57	
	Class 9	\$44.35	\$58.64	\$72.93	
	Class 10	\$46.03	\$61.16	\$76.29	
Tile, Marble and Terrazzo Finisher					
Finisher	BR9-12-TF	\$36.72	\$47.07	\$57.42	H H H H H H H D Y
Comment	4 10s allowed M-F				
	Apprentice Rates:				
	0-749 hours	\$28.83	\$35.45	\$42.08	
	750-1499 hours	\$29.96	\$37.15	\$44.34	
	1500-2249 hours	\$31.09	\$38.84	\$46.60	
	2250-2999 hours	\$32.21	\$40.52	\$48.84	
	3000-3749 hours	\$33.34	\$42.21	\$51.10	
	3750-4499 hours	\$34.47	\$43.91	\$53.36	

Unofficial Rates For Informational Purposes Only

Genesee County

Page 26 of 26

<u>Classification</u>		Straight Hourly	Time and a Half	Double Time	Overtime Provision
Name	Description				
Truck Driver					
	on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB1	\$44.10	\$48.81	H H H H H H H Y
	of all trucks of 8 cubic yard capacity or over	TM-RB1A	\$44.20	\$48.96	H H H H H H H Y
	on euclid type equipment	TM-RB1B	\$44.35	\$49.19	H H H H H H H Y
	Make up day allowed				

Unofficial Rates For Informational Purposes Only

County: Genesee

zz alpha web rates

Date Rendered:

6/1/2018