



Genesee County Land Bank Authority Blight Elimination Program

Request for Qualifications– Environmental Consulting
Firms

BID NUMBER: LB 19-018

DUE DATE: Tuesday, December 3, 2019 at 3:00 pm EST

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Genesee County Land Bank Authority

Blight Elimination Program Request for Qualifications- Environmental Consulting Firms

1.0 OVERVIEW

The Genesee County Land Bank Authority (GCLBA) currently holds more than 14,000 tax foreclosed properties in the City of Flint and Genesee County. GCLBA operates various grant funded blight elimination programs to address challenges on these properties as well as other problem properties. Funding to complete these activities comes from various demolition and remediation local, state, and federal grants, including:

- Environmental Protection Agency (EPA) Multipurpose Grant,
- Community Development Block Grant (CDBG),
- Genesee County Treasurer Demolition Funding,
- Possible future funding from various sources

The EPA awarded the Genesee County Land Authority (GCLBA) a \$800,000 Brownfields Multipurpose Grant for the assessment and cleanup of Land Bank owned properties within the Innovation District in the City of Flint.

GCLBA is seeking two or more environmental consulting firms to complete assessments activities, provide on-site project management services, Michigan Department of Environment Great Lakes and Energy (EGLE) and Michigan Economic Growth Authority (MEGA) work plans, and complete other activities over a period of time as described in this Request for Qualifications (RFQ).

GCLBA reserves the right to use any and all ideas presented in qualification packet in response to this Request For Qualifications (RFQ) unless the proponent identifies such ideas as proprietary in their proposal. In no event will an objection be considered valid with respect to the use of such ideas that are not the proprietary information of the proponent and so designated in the proposal; which were known to GCLBA before submission of such proposal; or properly became known to GCLBA thereafter through other sources or through acceptance of any proposal.

Companies with demonstrated experience in the scope of work defined in this RFQ and with an interest in making their services available to GCLBA are invited to respond to this RFQ. "Respondents" means the companies or individuals that submit proposals in response to this RFQ. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFQ document. Respondents must supply evidence of active registration with www.SAM.gov and possess and supply and active DUNS number. Successful respondents will be expected to enter into a contract with GCLBA and are referred to as contractor or consultant.

Additional information about GCLBA can be found at www.thelandbank.org. Addendums to this RFQ can be found at http://www.thelandbank.org/current_bids.asp. Please check any updates to this proposal.

Section 3 and MBE/WBE/DVE Requirements:

GCLBA is seeking to encourage participation by respondents who are MBE/WBE/DVBE and /or Section 3 business enterprises. 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. These goals will be incorporated into any contract awarded as a result of this RFQ and contractors will be required to complete and submit Section 3 Reporting forms included in Attachment E. Respondents to this RFQ are also required to submit a written plan to for achieving Section 3 goals.

For additional information please refer to Attachment J and the following links:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

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

Companies that are MBE/WBE/DVBE or identify MBE/WBE/DVBE subcontractors and include a plan to meet EPA's MBE/WBE/DVBE goals may receive extra consideration in scoring and evaluation of their response.

Nothing in this RFQ 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 RFQ 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 RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the GCLBA. Respondents may also withdraw their interest in the RFQ, 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 19-018

DUE DATE: Tuesday, December 3, 2019 @ 3:00 pm EST

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

Lucille James
Genesee County Land Bank
452 S. Saginaw Street, 2nd Floor
Flint, Michigan 48502

or <mailto:ljames@thelandbank.org>

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

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

Term of Contract

It is anticipated that successful Respondent(s) will start work after a contract is executed on or around January 20, 2020. GCLBA intends to enter into contracts with more than one respondent. Contracted respondents will be requested to prepare competing proposals for work as necessary. GCLBA may provide a Notice to Proceed to the contracted respondent offering the most appropriate and cost efficient proposal for the requested scope. Any contract awarded pursuant to this RFQ solicitation shall be for a contract period ending October 31, 2024 or until the funds are exhausted, whichever comes first.

Payment to Contractor(s) is made by the GCLBA on a net 30-60 day cycle upon receiving approved and completed work product and approved invoice for that work product according to approved scope of work/proposal and all additionally required submittals (invoice, sworn statement, lien waivers, back-up documentation, etc.)

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.

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

1. Certification Form Note
2. Michigan Accredited Asbestos Building Inspector Certification for Company
3. Michigan Accredited Asbestos Certification for Asbestos Supervisor
4. Michigan Accredited Asbestos Certification for workers
5. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
6. OSHA 8-hour refresher HAZWHOPER Re-certification
7. Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
8. Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
9. 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

10. OSHA 29 CFR 1926- Construction Industry Standards
11. 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
12. 29 CFR 1910.1200 – Hazard Communication
13. 40 CFR Part 261- EPA Regulations
14. 40 USC §3701 et seq.; 29 CFR Part 5- Contract Work Hours and Safety Standards Act (CWHSSA)
15. HUD Title X parts 1012-1013
16. Federal Labor Standards and Provisions (including the Davis-Bacon Act)
17. Equal Opportunity Clause
18. Section 3 Clause (See Attachment E)
19. HUD Contract and Subcontract Activity
20. Copeland Anti-kickback Act
21. Bidders Insurance Checklist (Attachment A)
22. Genesee County Labor Standards
23. And other Regulations Referenced throughout this document and attachments

2.0 SCOPE OF WORK

In general, the proposed scope of work includes the tasks described below.

Scope of Work #1: Inspection of environmentally hazardous materials

During the contract period through October 31, 2024, GCLBA anticipates up to 250 asbestos and environmentally hazardous material inspections across Genesee County. Post abatement compliance inspections and third party post asbestos abatement air clearances may be conducted as requested by GCLBA.

The purpose of the survey is to locate and identify asbestos and potential hazardous materials present within the building, or within close proximity to the building, that may require removal and disposal, or other consideration, before a structure is demolished or renovated. Structures need to be surveyed for the following materials:

- Asbestos containing building materials (ACM);
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB);
- Potentially hazardous or regulated materials/waste located in containers or drums;
- Potential mercury containing equipment

During preparation of the survey an inspection should be performed to assess and evaluate the presence of hazardous material at the property, including tires. Respondents need to anticipate

marking identified hazardous materials in the field with brightly colored spray paint. As part of the inspection the following methodology should be used for ACM:

1. A survey should be performed to determine the extent and location of ACM in the survey area. The survey should be qualitative and quantitative in that an attempt should be made to locate accessible friable, non-friable and non-ACM areas, as well as an estimate of the amount of ACM. All accessible areas of the survey area should be inspected. **Sampling of Category I & II non-friable ACM including flooring and roofing materials is required. Every effort should be made to conduct a thorough survey, including removal of debris blocking access to certain areas, and possibly dewatering flooded basements/structures as necessary and where applicable.**
2. Bulk samples of all suspect ACM shall be collected by a Michigan Accredited Asbestos Inspector. Samples shall be collected in a safe manner and in accordance with EPA-approved Quality Assurance Project Plan (QAPP). As required, limited destructive sampling (i.e. interior wall or ceiling demolition) should be conducted as a part of this assessment in order to gain access to suspected ACM.
3. Per EPA recommended sampling guidelines, bulk samples shall be collected in each homogenous area encountered. Homogenous area is defined as an area of material that is uniform in color, texture, and appearance.
4. Samples of suspect ACM shall be analyzed by an accredited National Voluntary Laboratory Accreditation Program via polarized light microscopy and dispersion staining following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology Bulk Asbestos Handbook.
5. In an effort to minimize costs, contractor/consultant shall utilize first positive stop analysis methodologies.

The survey for ***polychlorinated biphenyls (PCBs)***, ***potential mercury containing equipment***, and containers that may contain hazardous or regulated/wastes shall be completed according to the following procedures:

1. Inspect the accessible areas of the building for potential hazardous materials such a PCB containing light ballasts, transformers, and mercury light bulbs and switches.
2. Inspect the interior and exterior areas of the building to identify the location of containers, drums, batteries, oil water separator basins, or other features that may contain potentially hazardous or regulated materials/waste. Label identified containers for removal.
3. Note appropriate information identified during this inspection and provide recommendations for the disposal of equipment or containers identified as containing PCBs, mercury, or potentially hazardous or regulated/waste.

Upon completion of the field inspection and receipt of laboratory data contractor/consultant shall prepare a report that will include:

1. A general description of the ACM identified,
2. A determination of the quantity of materials observed, and diagrams indicating the location of the materials and sampling,
3. A description of the physical assessment of friable, non-friable and thermal insulating materials,
4. A discussion regarding the quality assurance and quality control as well as methodology,
5. Laboratory testing results,
6. An inventory of hazardous materials identified by type, quantity, and location,
7. Photos of hazardous materials and conditions limiting the scope of survey along with written descriptions of any limitations, and
8. Photos of the front, left side, back, and right side of the structure.

Reports shall be available in PDF format with color photographs and shall be delivered to the GCLBA with an electronic summary of identified materials in an Excel format.

Scope of Work #2: Inspection for lead containing materials

During the contract period through October 31, 2024, GCLBA anticipates around 10 lead inspections across Genesee County. The purpose of the lead/mold survey is to locate and identify lead containing materials present with the building, or within close proximity to the building, that may require removal and disposal, or other consideration, before a structure is renovated, demolished or deconstructed.

Lead Risk Assessment/Clearance inspection in accordance with United States Housing and Urban Development (HUD) Guidelines, which consists of an assessment of identified areas: by reviewing maintenance activities; inspection for visible dust and debris; locating deteriorated paint and evaluating the extent and causes of deterioration; identifying other potential hazards; the collection of dust wipe samples; and soil samples. Sample types and locations are listed below.

<u>Sample Type</u>	<u>Possible Collection Areas</u>
Paint Chip	Deteriorated painted surfaces
Dust Wipe	Window sills, troughs, and floors
Soil	Drip Line

Lead inspectors must be certified by the State of Michigan as a Risk Assessor.

Scope of Work #3: Environmental Site Assessments

During the contract period through October 31, 2024, GCLBA anticipates requiring the completion of approximately 50 Department of Housing and Urban Development (HUD) Statutory Environmental Review Checklists per 24 CFR Part 58, Phase I, Phase II, and Baseline Environmental Site Assessments. The purpose of these assessments is to evaluate environmental conditions of property so that it may subsequently be demolished/redeveloped in compliance with relevant rules and regulations. Each assessment is to be accompanied by a report that includes evaluation/conclusion/recommendations and documents reviewed/produces in reaching said evaluation/conclusion/recommendations. The proposed scope of work includes:

- HUD-mandated Environmental Review per 24 CFR part 58-
<https://www.hudexchange.info/programs/environmental-review/>
- Phase I Environmental Site Assessments in accordance with the All Appropriate Inquiries (AAI) Final Rule at 40 CFR Part 312. The purpose of the Phase I ESA is to identify recognized environmental conditions. Phase I activities to include:
 - Historical records search
 - Regulatory list review of hazardous waste generators and contaminated sites
 - Review of geologic/hydrologic data and/or reports previously prepared for the site
- Phase II Environmental Site Assessments and Non-scope Testing scopes for work and testing results. Phase II activities to include:
 - Sampling activities as needed to evaluate the presence and extent of suspected contaminants in soil and ground water
 - Soil boring to include chemical analysis, soil stratigraphy, and hydrogeologic properties
 - Recommendation regarding necessary actions to prepare the property for reuse. These recommendation should include recommendations for cleanup and/or the use of Institutional Controls
- Baseline Environmental Assessment (assuming Phase II completed separately)
- Preparation of Due Care Compliance or Brownfield Plans

Please note GCLBA expects the contractor/consultant to be available and responsive to any and all questions/concerns arising from the thoroughness/quality of completed reports/surveys. The GCLBA will not pay for re-inspections resulting from contractor/consultant error and fully expects that contractor/consultant will correct any oversights that are identified after completion of the original survey.

Scope of Work #4: Field Oversight

During the contract period through October 31, 2024, GCLBA anticipates 50 or more projects that will require Environmental Consultant Oversight. The purpose of this oversight will be to ensure that all cleanup/demolition/redevelopment work taking place is completed in compliance with all relevant rules and regulations, including any prepared Due Care Compliance plans. GCLBA expects that contractor/consultant will have the requisite experience and knowledge to direct environmentally sensitive work in the field and to guide GCLBA and its cleanup/demolition/redevelopment contractors through any required compliance actions, reporting, and emergency responses. Billing for any field oversight conducted is to be accompanied by a report summarizing activities overseen, verifying work was completed in compliance with all relevant rules and regulations, and highlighting any additional steps GCLBA or its cleanup/demolition/redevelopment contractors need to take in order to ensure compliance is maintained into the future and site conditions are not exacerbated. Environmental sensitive work to be overseen could include, but is not limited to, asbestos abatement, underground storage tank removal, handling of contaminated soils, implementation of vapor control measures, etc.

Scope of Work #5: EPA Multipurpose Grant

Contractor/consultant(s) will assist GCLBA with implementation and reporting for an EPA Multipurpose Grant. Anticipated tasks under this scope include:

- Preparing/updating an EPA approved Quality Assurance Project Plan (QAPP)
- Assisting GCLBA in shepherding projects through the assessment and cleanup process in compliance with EPA requirement to include:
 - Preparing eligibility determination requests for review by the appropriate authority: Michigan Department of Environment, Great Lakes, and Energy or EPA
 - Preparation of reports defined in Scopes 1-4, to include development and application of Institutional Controls as necessary
 - Preparing Analysis of Brownfield Cleanup Alternatives (ABCA)
 - Preparing Work Plans for needed cleanup activities
 - Preparing action memorandums and equivalency documents
 - Preparing closeout reports in compliance with EPA cooperative agreement for cleanup activities
- Assisting GCLBA with procurement of cleanup contractors from preparation of bid specifications, to review and award of cleanup contracts
- Overseeing implementation of the cleanup activities defined in the ABCA(s) by a cleanup contractor who will be hired according to the requirements of 2 CFR 200. Cleanups will be completed in accordance with Michigan NREPA Part 201, OSHA and NESHAP, and the National Contingency Plan requirements.
- Provide information as needed for required quarterly and annual reports, to include supplying technical support for GCLBA ACRES reporting, as needed.

Additional information on the work to be completed for the Multipurpose Grant is provided in the Genesee County Land Bank Authority Work Plan for CERCLA Section 104(k) Assessment Cooperative Agreement in Appendix 2. Additional related tasks may be undertaken.

3.0 EVALUATION CRITERIA AND SCORING

The Genesee County Land Bank Authority (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 respondent qualifications, financial viability, project references, and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria. Please refer to Appendix 4 for more detail. Please note GCLBA may choose to conduct interviews with respondents prior to making award:

A. Threshold Requirements PASS/FAIL

Respondent has experience working on site assessment and cleanup projects funded by state and federal grants and has familiarity with EPA's ACRES grant management system.	Pass/Fail
Identification of Qualified Project Manager and Key Staff	Pass/Fail
Respondent provided required fee schedule, fixed cost proposal items, and sample project proposals	Pass/Fail
Cover Letter provided as outlined under Submittal Requirements (including description of company, concurrent projects, and acknowledgment of Section 3 and Fair Share Objective responsibilities. This IS a Section 3 Covered contract)	Pass/Fail
Proof of active DUNS and SAM Registration provided	Pass/Fail
Applicable Licensing Requirements	Pass/Fail
Applicable Licensing Requirements: Michigan Asbestos Building Inspector Y/N Lead Risk Inspector Y/N HAZWOPER Y/N Laboratory Certificate of Accreditation Y/N	Pass/Fail
Insurance Requirements (Attachment A)	Pass/Fail
References Provided (Attachment B)	Pass/Fail
Certification Form Note is provided (Attachment C)	Pass/Fail
Signature Page (Attachment D)	Pass/Fail
Section 3 Business Section (Attachment E)	Pass/Fail
Conflict of Interest Statement & Supporting Documentation (Attachment F)	Pass/Fail
MBE/WBE/DVBE/Small Business Section and Supporting Documentation (Attachment G)	Pass/Fail
Debarment Certification (Attachment H)	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail

B. PROPOSAL/EVALUATION CRITERIA:

Evaluation Factors	Maximum Points
Ability to Complete Scope of Work/Demonstrated Understanding The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	35
HUD Section 3 Bidders can receive additional consideration in scoring per Section 3 Regulations in 24 CFR Part 135 for: <ol style="list-style-type: none"> 1. Being a Section 3 Certified Business Concern, and 2. Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference. 	15
MBE/WBE/DVBE Bidder qualifies as Minority Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Disadvantaged Business Enterprise/or Disabled Veteran-owned Business Enterprise (DVBE) or provides plan with identified subcontractors to meet EPA's MBE/WBE/DVBE contracting goals.	10
Price GCLBA will review fee schedules, fixed cost items, and required sample project proposals. Bidder with fee schedule and proposal deemed most advantageous to GCLBA will receive maximum points available. Remaining points will be awarded as described in "Evaluating Pricing Proposal."	40

4.0 SUBMITTAL REQUIREMENTS

Please note that any agreement resulting from this RFQ 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”.

RFQ 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 RFQ will be cause for rejection of submittals.

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

Each response must include the following:

1. **Cover letter**– Briefly introduce consultant/consultant team and indicate interest in providing Environmental Consulting 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 RFQ “Principals” shall mean persons possessing an ownership interest in the Respondent.
 - i. If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
 - d. Familiarity with the GCLBA and basic understanding of programs including previous experience with other Land Banks.
 - e. Statement acknowledging bidder understands **Section 3 and Fair Share Objective responsibilities** and how bidder will meet these requirements if awarded contract. Identify whether the firm or any proposed sub-consultant or subcontractor is a Section 3 Business Concern, Minority Business Enterprise, Women’s Business, Disadvantaged Business or is a Disabled Veteran-owned business. Include information sufficient to allow GCLBA to determine the likelihood that Respondent can achieve Section 3 contraction and Fair Share Objectives/Goals.

2. **Staff/Staff Qualifications** – Indicate the size of organization in terms of number of employees. Identify roles of key personnel to be committed to this project, and provide resumes for primary contacts. Each resume shall not exceed two pages in length. Personnel identified in the statement of qualifications must be 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, including necessary licensing.
4. **Experience**- Briefly describe consultant/consultant team capabilities and experience with the following:
 - a. Within the last 5 years: Project management of environmentally sensitive commercial demolition and cleanup projects and/or large scale residential demolition projects, including specification development and project oversight.
 - b. Please provide a brief description of consultant's experience with managing and implementing EPA Brownfield projects. Include information regarding history of maximizing available resources and leveraging other government programs.
 - c. Briefly discuss the consultant's understanding of:
 - i. The purpose, goals, and requirements of the project based on the goals and requirements of the funding.
 - ii. A description of the Consultants working knowledge and understanding of the regulatory tools available to facilitate brownfield redevelopment at the local, state, and federal level.
 - iii. Include information about utilization of reporting mechanisms, including ACRES.
5. **References**- Provide three references and requested information on **Attachment B** for relevant projects completed within the last 5 years.
6. **Standard Pricing and Fee Schedule/Fixed Cost Items/Required Scope Proposals** – Provide the following:
 - a. A detailed, itemized, **Standard Pricing and Fee Schedule** for staff, services, and incidentals that consultant utilizes to prepare proposals.
 - b. Provide responses to the three **Required Sample Project Proposals** as described in Appendix 1. Ensure that, where necessary, proposal costs encompass all travel related costs (mileage, vehicle rental, etc.), assuming travel in and around Genesee County. GCLBA does not allow for reimbursement of travel not directly associated with performance of scope or for meals.
7. **Additional Documents**:
 - a. Signature Page
 - 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 make available to GCLBA for review two years of Company tax returns and a most recent financial statement provided by their accountant. Respondents are to include 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 & 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) If contracted, 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. Michigan Accredited Asbestos Building Inspector Certification for employees
 - ii. OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
 - iii. License Laboratory: Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299.
 - iv. Lead Risk Assessor Inspector License
 - v. 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 RFQ will be evaluated in accordance with the terms of the RFQ. **Any contract resulting from this RFQ will not necessarily be awarded to the respondent with the lowest price. Instead, contract(s) shall be awarded to respondent(s) whose proposal(s) is the most responsive, responsible and offer the best service to the GCLBA in accordance with criteria set forth in RFQ.**

6.0 IMPORTANT DATES

Bids Due	Tuesday, December 3, 2019 by 3:00 p.m.
Questions Due	Tuesday, November 12, 2019 by 5:00 pm via email
Notice of Award	Tuesday, January 14, 2020
Contract Signed	On or around Tuesday, January 21, 2020
Contract Completed	August 30, 2024

7.0 QUESTIONS

Questions regarding this RFQ should be submitted in writing via email to ljames@thelandbank.org NO LATER THAN Tuesday, November 12, 2019.

8.0 SUBMITTAL DUE DATE

Responses to this RFQ are **due by 3:00 pm on Tuesday, December 3, 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: Lucille James
GCLBA Brownfield RFQ
452 S. Saginaw Street, Second Floor,
Flint, Michigan 48502**

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFQ. Bidders must include all required submittals identified in this Invitation for Bids 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 as described in Submittal Requirements
			<input type="checkbox"/> Insurance Checklist (Attachment A)/ Evidence of Insurance – GCLBA must be listed as an insured (Contractor and Subcontractor)
			<input type="checkbox"/> References (Attachment B)
			<input type="checkbox"/> Certification Form Note (Attachment C)
			<input type="checkbox"/> Signature Page (Attachment D)
			<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"/> SAM registration printout proving active status and DUNS (https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf)
			<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"/> Michigan Accredited Asbestos Certification for Asbestos Inspector
			<input type="checkbox"/> OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
			<input type="checkbox"/> Lead Risk Inspector
			<input type="checkbox"/> Laboratory Certificate of Accreditation
			<input type="checkbox"/> Evidence of Financial Stability – Letter from accountant stating evidence of financial stability <ul style="list-style-type: none"> ○ Have you made two years tax returns and most recent financial statement available to GCLBA for review?
			<input type="checkbox"/> Standard Pricing and Fee Schedule

(GCLBA STAFF ONLY)	Included in bid packet	Expiration Date	** Some of the submittal requirements are included in the attachments. (PAGE 2)
			<input type="checkbox"/> Fixed Cost Items
			<input type="checkbox"/> Required Sample Project Proposals <ul style="list-style-type: none"> ○ Sample 1- Pre-demolition Hazardous Materials Survey ○ Sample 2- Phase II Environmental Site Assessment ○ Sample 3- Oversight
			<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"/> RFQ 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 – SIGNATURE PAGE
- E – SECTION 3 CERTIFICATION INFORMATION
- F – CONFLICT OF INTEREST/NON-COLLUSION AFFIDAVIT
- G – CERTIFICATION FORM OF BUSINESS ENTERPRISE
- H – DEBARMENT/SUSPENSION CERTIFICATION

APPENDICES

- 1 – REQUIRED SAMPLE PROJECT PROPOSALS
- 2 – GENESEE COUNTY LAND BANK EPA MULTIPURPOSE GRANT WORK PLAN
- 3 – CDBG CONTRACT BETWEEN CITY OF FLINT AND GENESEE COUNTY LAND BANK
- 4 – EVALUATION CRITERIA & SCORING

ATTACHMENT A: GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST

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 | \$1,000,000 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. Pollution Liability | \$1,000,000 per loss/\$1,000,000 aggregate |
| 10. Authority's and Contractors Protective | |
| 11. 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. | |
| 12. 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. | |
| 13. 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: _____

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

(Name of Respondent)

_____ **Will** be responding to this RFQ.

_____ **Will not** be responding to this RFQ, but wishes to receive future solicitations.

(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)

ATTACHMENT.D::SIGNATURE PAGE - GENESEE COUNTY

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the application,
3. has not engaged in any collusive actions with any other potential applicants,
4. hereby offers to enter into a binding contract with Genesee County Land Bank for the products and services herein offered, if selected by Genesee County:

Name (Typed): _____

Signature: _____

Title: _____

Company: _____

Federal EIN: _____

Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this application.

Contact Name	Position
--------------	----------

Email

Mailing Address

Phone _____ Fax _____



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=11secfaqs.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 2019 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

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

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

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

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

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

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

For last year's Median Family Income and Income Limits, please see here:

[FY2018 Median Family Income and Income Limits for Flint, MI MSA](#)

Select a different county or county equivalent in Michigan:

Crawford County	▲
Delta County	
Dickinson County	
Eaton County	
Emmet County	
Genesee County	▼

Select county or county equivalent

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

Flint, MI MSA	▼
---------------	---

Select HMFA Income Limits Area

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

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the [Program Parameters and Research Division](#), HUD.

Contractor Name:		Telephone:	
Contact Person:		Fax:	
Project Name:		Reporting Period:	

[illegible]

Authorized Signature:		Date:	
Printed Name:		Title:	

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 /: 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 F 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 A: 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

REQUIRED SAMPLE PROJECT PROPOSAL 1: **PREPARE A COST PROPOSAL FOR A PRE-DEMOLITION HAZARDOUS SURVEY**

116 Seventh Ave; Flint, MI 48503 (Parcel No. 40-12-259-019) – Pre Demo Hazardous Materials Survey

116 Seventh Ave is a residential structure that will be demolished. The GCLBA is requesting a pre-demolition hazardous materials survey for this project. This property came into the GCLBA's inventory in 2018 through involuntary transfer. The house was built in 1910 and sits on 0.073 acres.

- No. Bedrooms – 4
- Full Bath – 1
- Half Bath - 1
- Square footage – 1,568 sq. ft.
- Occupancy – Single Family
- Style – 2 Story
- 1st Floor Rooms – 3
- 2nd Floor Rooms – 4
- Basement – 784 sq. ft.
- Garage – No
- Exterior – Siding

Provide a cost proposal and a short explanation of why you propose the scope you do. Ensure your proposal costs encompass all travel related costs (mileage, vehicle rental, etc.), assuming travel in and around Genesee County. GCLBA does not allow for reimbursement of travel not directly associated with performance of scope or for meals.

A City of Flint Assessment Site printout is accessible through Box.com at the following link:

<https://app.box.com/s/50dq840uugwixx1ld3rsevhq530kvn9b>

APPENDIX 1

REQUIRED SAMPLE PROJECT PROPSAL 2: **PREPARE A COST PROPOSAL FOR A PHASE II ENVIRONMENTAL SITE ASSESSMENT**

5635 N Saginaw St; Flint, MI 48505 (Parcel No. 46-25-437-015) – Phase II ESA

5635 N Saginaw St is a commercial structure that came into the GCLBA's inventory in 2014 through involuntary transfer.

- No. of Buildings – 1
- Year Built - Constructed 1937, Addition in 1972
- Square footage – 3,630 sq. ft.
- Occupancy – Previously operated as a filling/service station, tire sales, auto wash/detailing,
- Lot size - 0.198 Acres

GCLBA previously conducted a pre-demolition hazardous survey and Phase I ESA on this property prior to the structure being demolished, leaving a concrete slab in place. The date of the demolition is unknown to the GCLBA as GCLBA did not contract abatement or demolition of this structure.

GCLBA is currently interested in completing the demolition of this structure with the intent of leaving the site as greenspace. With this in mind, please prepare a proposal for completing a phase II ESA to inform the demolition. Assume demolition is to be partially funded through the Department of Housing and Urban Development Community Development Block Grant (CDBG) funding. Provide a cost proposal and a short explanation of why you propose the scope you do and what you might do differently if the intended end result was to sell the site for development into a playground by the neighboring church. Ensure your proposal costs encompass all travel related costs (mileage, vehicle rental, etc.), assuming travel in and around Genesee County. GCLBA does not allow for reimbursement of travel not directly associated with performance of scope or for meals.

Property information including a City of Flint Assessment Site printout and the previously completed pre-demolition hazardous survey and Phase I ESA are accessible through Box.com at the following link:
<https://app.box.com/s/50dq840uuqwixx1ld3rsevhq530kvn9b>

APPENDIX 1

REQUIRED SAMPLE PROJECT PROPOSAL 3: **PREPARE A PROPOSAL FOR DEMOLITION OVERSIGHT**

THIS SCENARIO IS FICTITIOUS. GCLBA is requesting respondents provide a description of the proposed scope of work in response to the following three scenarios below. Where appropriate responses should demonstrate knowledge and understanding of EPA, EGLE and CDBG funding processes and requirements. Please note that Scenarios 3.1 and 3.3 do not require a cost proposal. Please provide a cost proposal for Scenario 3.2.

Scenario 3.1 (cost estimate not necessary):

GCLBA is pursuing demolition of a GCLBA-owned commercial structure built in 1950 along a main corridor with multiple funding sources to include CDBG and EPA Cleanup Grant funding. The property was received by GCLBA through involuntary transfer after tax foreclosure. It is not within a 1-mile radius of a body of water. Assuming no work has yet been completed beyond identification of the site, please ***summarize the reports and processes necessary in order to take the property from identification to the point that GCLBA can contract the demolition while remaining compliant with CDBG and EPA Cleanup Grant requirements and all other relevant rules and regulations.*** For each step/report recommended, please indicate whether it is to meet a CDBG or EPA requirement. Assume a Phase II ESA is necessary and in addition to suspect anomalies identified through GPR, identifies VOCs, SVOCs and lead contaminants below grade.

Scenario 3.2 (cost estimate IS necessary):

Now assume all pre-demolition environmental assessment has been completed. Findings of the Phase II ESA as described above are the same. Please ***provide a proposal for oversight of the demolition project with the additional assumption that asbestos has been identified. Include in your proposal assistance for developing demolition bidding specifications.*** Assume that on site work will take 30 days after appropriate notifications have been made. Please detail what you will be monitoring and what you will provide to the Land Bank at the conclusion of the work.

Scenario 3.3 (cost estimate not necessary):

Finally, assume that all completed environmental assessments did not indicate that an Underground Storage Tank was likely to be on site. Borings did not indicate contaminants normally associated with USTs. On day 20 of demolition, the demolition contractor pulls a slab and finds that they have uncovered-and damaged- a UST filled with petroleum products. This has caused some leaking of the petroleum product into the excavation. Please ***detail your response to this situation as GCLBA's on-site representative and environmental compliance expert.*** Please note that beyond regulatory compliance, GCLBA's overriding concern is protection of the surrounding community and the workers on site.

APPENDIX 2

USEPA Multipurpose Grant Work Plan
Genesee County Land Bank Authority

Rev. July 23, 2019

DRAFT - USEPA Brownfield Cleanup Grant - Work Plan Multipurpose Grant City of Flint Genesee County, Michigan

Grant Recipient: Genesee County Land Bank Authority
452 South Saginaw Street, 2nd Floor
Flint, Michigan 48502

Project Contact: Faith Finholm
Telephone: 810-257-3088 Fax: 810-257-3090
e-mail: ffinholm@thelandbank.org

Project Period: October 1, 2019 – September 30, 2024

This project supports EPA Strategic Plan Goal 1 – Core Mission, Objective 3 – Revitalize Land and Prevent Contamination. Specifically, the recipient will plan reuse of properties, conduct community involvement activities, perform environmental assessments, and conduct environmental cleanup to encourage revitalization and reuse of brownfields sites. Project Period is 5 years.

Proposed Outputs and Outcomes:

The Genesee County Land Bank Authority (GCLBA) anticipates that the Brownfield Cleanup grant will accomplish the following project outputs and outcomes in the short term (12 months to 36 months) under this grant:

- Development of the cooperative agreement
- Prioritize sites for environmental assessment
- Complete environmental site assessments
- Prioritize sites for environmental cleanup
- Solicit consultant/engineer qualifications and fees for grant management and support
- Development of a Community Relations Plan
- Complete the Analysis of Brownfield Cleanup Alternatives (ABCA) and select a final remedies
- Preparation of draft and final Action Memorandums and Equivalency Document
- Complete cleanup contractor bid specifications and solicit bids
- Remove hazardous substances from the buildings
- Track jobs and other financial resources leveraged
- Track the number and square footage of buildings prepared for demolition/blight removal
- Identify the reduction of potential exposure to hazardous substances
- Document cleanup actions completed

- Preparation of summary implementation report

Other measurable outputs related to the overall redevelopment project will include: (a) community outreach press releases, newsletters, meetings, and events to engage and inform the community in the cleanup, (b) quarterly technical and strategic planning sessions with the project management team, (c) establishment of new locally-owned and operated small businesses, and (d) stimulation of additional reinvestment dollars in nearby properties.

The GCLBA will report progress toward the attainment of expected project outputs and outcomes during the project performance period. This progress will then be included in quarterly reports submitted to United States Environmental Protection Agency (USEPA). The GCLBA will also be tracking progress based on the USEPA's ACRES on-line tracking system.

I. Introduction and Environmental Results

The United States Environmental Protection Agency (USEPA) has awarded the GCLBA a Brownfields Multipurpose Grant for the assessment and cleanup of Land Bank owned properties within the City of Flint, Innovation District (the "District"). The grant consists of \$800,000 to support assessment and cleanup of hazardous substances within the District.

The Genesee County Land Bank (GCLBA) currently holds 1,500 tax foreclosed properties in the District; of which, 184 are unfunded demolitions and 88 are commercial brownfields. Priority sites for the Multipurpose Grant are described below. Additional sites with redevelopment potential will be identified with stakeholders for assessment and cleanup.

817 N Stevenson is a blighted and abandoned former apartment complex, within 500 feet of the playgrounds of Durant-Tuuri-Mott Elementary and the newly built \$9 million EduCare Campus for early childhood development, and within 1,000 feet of Hurley Hospital and Mott Children's Health Center. 817 N Stevenson has been thoroughly scrapped and vandalized, damaging asbestos containing spray-on ceiling material, floor tiles, and friable glue pods that now sit open to the elements.

1604 Martin Luther King (MLK) is an abandoned and blighted property along a main thoroughfare within the planned Choice Neighborhoods, Clark Commons Redevelopment project. 1604 MLK was a former car repair shop with six bays.

Assessment and Cleanup actions taken as part of this grant will greatly contribute to improving environmental conditions within the District. All appropriate precautions will be taken to ensure that environmental remediation is conducted according to EPA and State of Michigan standards.

II. Project Overview

The USEPA has awarded the GCLBA \$800,000 for the assessment and cleanup of hazardous substances within the Innovation District. The following tasks comprise the GCLBA's Cleanup Grant project:

- Task 1: Assessment and Cleanup Planning
- Task 2: Site Cleanup
- Task 3: Re-use Planning
- Task 4: Programmatic Activities

As described above in Section I, the GCLBA will utilize the grant funds to complete assessment and cleanup activities associated with priority brownfields within the District.

Assessment activities will be completed to better understand the nature and extent of contamination on priority sites within the District. Assessment activities will be conducted along with cleanup planning for many of the sites.

The GCLBA's proposed cleanup plans will include planning for the removal and disposal of Underground Storage Tanks/hoists and asbestos located throughout the targeted buildings. The targeted buildings must be remediated and demolished as they: (a) have no redevelopment and reuse interest, (b) are located adjacent (within 100-feet) from viable commercial and industrial enterprises, (c) pose a health hazard due to the presence of significant quantities of uncontrolled friable asbestos in poor condition near public restaurant, commercial, private industry, and residential properties, and (d) are blighted structures visible to the general public, serving as an attractive nuisance, and inviting trespassing and vandalism.

III. Management and Coordination

Ms. Faith Finholm, Grant Manager will be the GCLBA's Project Manager. In 2013, Ms. Finholm earned a Master of Public Administration degree with a concentration in Non-profit Administration from the University of Michigan, Flint. Since 2013, Ms. Finholm has helped to manage and expend more than \$70 million in grant funding focused on demolition and environmental remediation. Ms. Finholm was promoted within the GCLBA to Grants Manager in November of 2016 and has since successfully secured more than \$1 million in additional grant funding.

Ms. Lucille James, Database Administrator, will assist with programmatic activities, including procurement, prioritization, and community relations via management of and updates to GCLBA's website and social media accounts. Ms. James graduated from the University of Michigan (UM) with a BA in Business and a MS in Nonprofit Administration. Since 2006, Ms. James has successfully managed the process of demolishing more than 2,000 blighted structures under various grants. She is currently managing the GCLBA's database conversion.

The GCLBA regularly retains the services of environmental consultants to perform assessments and oversee cleanup at redevelopment sites. The GCLBA's retained consultants will work with Genesee County and the Michigan Department of Energy, Great Lakes and Environment (EGLE) in overseeing assessment and cleanup activities.

All assessment and cleanup activities will be conducted under the laws of the State of Michigan, specifically the Natural Resources and Environmental Protection Act (NREPA), Part 201. Expertise to oversee the cleanup will be contracted in accordance with 40 CFR 31.36 and will ensure this technical expertise is in place before the start of cleanup activities. The GCLBA shall ensure the adequacy of the cleanup in protecting human health and the environment. Regarding occupational safety and health, the cleanup will comply with either all applicable General Industry standards (29 CFR Part 1910) or all applicable Construction standards (29 CFR Part 1926), depending on work operations at the site. The GCLBA shall ensure that the successful completion of the cleanup is properly documented and included as part of the administrative record. Finally, the GCLBA understands and will comply with the requirements of the grant application guidelines under Section VI - Award Administration Information, including the Brownfield Programmatic Requirements under Section VI.F.

IV. Work to be Performed

The schedule presented in the task tables below assumes that the cooperative agreement with the U.S. EPA will be executed by October 1, 2019.

TASK 1: ENVIRONMENTAL ASSESSMENT AND CLEANUP PLANNING

This task entails prioritizing sites for assessment, conducting environmental site assessments and preparing the work plans for cleanup activities that are needed, including the final ABCA, action memorandums and equivalency document, bid solicitation and review, as well as contractor selection. This may also include implementation of institutional controls. On behalf of the GCLBA, a consultant will conduct the above activities and provide oversight of the cleanup process. As necessary, additional pre-demolition assessment activities will be completed and funded by the GCLBA using other funds.

Task 1: Environmental Assessment and Cleanup Planning		
Narrative: The objective of this task will be to complete environmental assessments and prepare for cleanup activities.		
Activities	Deliverables	Completed by
Retain consultant(s)	Provide contact information to EPA Project Manager	September 2019
Prepare and submit QAPP	Submit QAPP conforming to EPA model Brownfield	QAPP will be submitted at least

Task 1: Environmental Assessment and Cleanup Planning		
Narrative: The objective of this task will be to complete environmental assessments and prepare for cleanup activities.		
Activities	Deliverables	Completed by
	Quality Assurance Program Plan	60 days prior to anticipated date of data collection
Identify additional priority sites for assessment	Provide sites to consultant to complete eligibility determinations	June 2021
Preparation of Phase I and II ESAs, Asbestos, and Hazardous Material Assessments and Sampling and Analysis Plans (SAPs)	Up to 4 Phase I ESAs; 4 Phase 2 ESAs/BEAs; 4 SAPs; and 1 Asbestos, and Hazardous Material Assessments	December 2023
Cleanup Planning to include Finalize the ABCA(s). Take into account public and EPA comments. Prepare equivalency document/memorandum for cleanups undertaken	Production of Environmental Constructions Management/Due Care Plans; Finalize ABCA(s) and send to EPA; Draft and execute document/memos	Prior to start of cleanups- to be fully completed by June 2023
Conduct bidding for cleanup contractor	Bidding Documents, Bids submitted, bid tabulation, name of selected contractor	Prior to start of cleanup- to be fully completed by June 2023

TASK 2: SITE CLEANUP

This task involves implementation of the cleanup activities defined in the ABCA(s) by a cleanup contractor who will be hired according to the requirements of 2 CFR 200. Cleanup will be completed in accordance with Michigan NREPA Part 201, OSHA and NESHP, and the National Contingency Plan requirements.

The output of this task will be the cleanup of asbestos containing materials and other contaminants at the targeted properties. The outcome of this task will be that the cleanup will allow for the redevelopment of the property.

Task 2: Site Cleanup		
Narrative: The objective of this task will be to implement the Final ABCA.		
Activities	Deliverables	Completed by
Prepare Health and Safety Plan	Health and Safety Plan sent to EPA	Prior to start of cleanup
Notify EPA when cleanup starts	E-mail to EPA Project Manager	Within one week prior to start of cleanup

Task 2: Site Cleanup		
Narrative: The objective of this task will be to implement the Final ABCA.		
Conduct Cleanup	Updates to EPA in quarterly reports	Final cleanup activities to be completed no later than August 2024
Notification of cleanup completion	One page memos to EPA for completed cleanups	Within one month of end of cleanup- last to be completed by September 2024
Prepare Implementation Report for petroleum and hazardous substances cleanup.	Summary Report	Last to be completed by September 2024

TASK 3: RE-USE PLANNING

GCLBA intends to fund Re-use Planning activities through leveraged funds and cost share. GCLBA's Neighborhood Strategy Coordinator and Kettering University's full time planner will play key roles in re-use planning for the area around the Stevenson St. priority sites. The City has completed a HUD Choice Neighborhoods Transformation Plan, received \$30 million from HUD for implementation of the \$65 million project including Clark Commons, and will hire a full time planner/project manager to support implementation. Re-use planning and the indicated staff positions will not be funded with the Multipurpose Grant. They will also support community input and involvement, blight elimination and coordination with partners to implement activities around the assessment, remediation and re-use of 1001 and 1604 MLK, and other brownfield sites assessed within the District.

Task 3: Re-use Planning		
Narrative:		
Activities:	Deliverables:	Completed by:
Meet and discuss redevelopment plans and future use with property owner, developer, and consultant	Maintenance plans/ Purchase agreements for development of targeted properties	Continuously throughout grant period, completed September 2024
Perform stakeholder outreach and involvement in cleanup and reuse planning	community outreach press releases, newsletters, meetings, and events to engage and inform the community in the cleanup	Continuously throughout grant period, completed September 2024
	Summary reports on establishment of new locally-owned and operated small	

Task 3: Re-use Planning		
Narrative:		
Activities:	Deliverables:	Completed by:
	businesses	

TASK 4: PROGRAMMATIC ACTIVITIES

Activities funded under this task will include community engagement and coordination, preparation of meeting materials, public notices, attendance of meetings, and performance of required program activities such as QEP contractor and cleanup contractor procurement, financial reporting, and grant reporting, including ACRES. Staff time will be spent only on eligible programmatic activities.

Ms. Faith Finholm will oversee grant administration tasks and programmatic activities such as reporting. This includes report preparation and routine communication with the EPA project manager. An environmental consultant selected through competitive procurement may also be assigned to assist with these activities.

Quarterly reports will be prepared in accordance with EPA reporting policy and procedures. The quarterly reports will describe progress on each defined Task in this Work Plan. As appropriate throughout the life of the project the USEPA ACRES database will be updated with relevant site information. The Annual Financial Report and the Annual MBE/WBE Report will be prepared in October of each year. This task also includes general communication with EPA about the grant.

At the close of each reporting quarter, electronic copies of all Phase I, Phase II, and Remedial Action Plan (RAP) reports completed during the quarter will be forwarded to the EPA Project Officer. With each Phase I report, at least five digital photos of the site or building will be forwarded to the EPA Project Officer. All material will also be forwarded to the Michigan Department of Environment, Great Lakes, and Energy using the email address EGLE-Brownfields@michigan.gov.

Task 4: Programmatic Activities		
Narrative: Grant management and administrative duties will be completed in accordance with EPA policy and procedures.		
Activities:	Deliverables:	Completed by:
Prepare Quarterly Reports	Quarterly reports	Within 30 days of end of each quarter
Enter site into ACRES, update as necessary	ACRES database	September 2019 and on-going
Prepare Annual Financial Reports.	Annual Financial Reports	October 31 of each year
Prepare Annual MBE/WBE Report	Annual MBE/WBE Report	October 31 of each year

V. Budget Narrative

Budget Categories (programmatic costs only)	PETROLEUM BUDGET- \$120,000 EPA REQUEST				Total
	Task # 1 Site Assessment/ Cleanup Planning	Task # 2 Site Cleanup	Task # 3 Reuse/ Redevelopment	Task # 4 Programmatic Activities	
Personnel	\$1,650.00	\$1,650.00		\$5,400.00	\$8,700.00
Fringe Benefits	\$975.00	\$975.00		\$3,250.00	\$5,200.00
Travel				\$1,400.00	\$1,400.00
Contractual	\$49,500.00	\$55,700.00		\$5,500.00	\$110,700.00
Total Direct Costs					\$-
Indirect Costs					\$-
Total Federal Funding	\$52,125.00	\$52,325.00	\$-	\$15,550.00	\$120,000.00
Cost Share		\$6,000.00			\$6,000.00
Total Budget	\$52,125.00	\$58,325.00	\$-	\$15,550.00	\$126,000.00

Budget Categories (programmatic costs)	HAZARDOUS BUDGET- \$680,000 EPA REQUEST				Total
	Task # 1 Site Assessment/ Cleanup Planning	Task # 2 Site Cleanup	Task # 3 Reuse/ Redevelopment	Task # 4 Programmatic Activities	
Personnel	\$2,250.00	\$2,100.00		\$6,150.00	\$10,500.00
Fringe Benefits	\$1,325.00	\$1,250.00		\$3,625.00	\$6,200.00
Travel				\$1,400.00	\$1,400.00
Contractual	\$50,200.00	\$639,900.00		\$5,800.00	\$695,900.00
Total Direct Costs					\$-
Indirect Costs					\$-
Total Federal Funding	\$53,775.00	\$609,250.00	\$-	\$16,975.00	\$680,000.00
Cost Share		\$34,000.00			\$34,000.00
Total Budget	\$53,775.00	\$643,250.00	\$-	\$16,975.00	\$714,000.00

¹ - Task 1 – Site Assessment and Cleanup Planning:

Cost estimates are based on the following:

Petroleum: 40 hrs. for GCLBA Grants Manager at \$45/hr.; 15 hrs. for GCLBA Database Manager at \$55/hrs.; 40 hrs. for QEP staff at \$100/hr.; 2 QAPPs at (1 for each consultant) at \$2,250/ea.; 4 Eligibility Determinations at \$500/ea.; 2 Phase I ESAs each at \$2,500/ea.; and 2 Phase 2 ESAs each at \$17,000/ea.

Hazardous: 55 hrs. for GCLBA Grants Manager at \$45/hr.; 20 hrs. for GCLBA Database Manager at \$55/hrs.; 35 hrs. for QEP staff at \$100/hr.; 2 QAPPs at (1 for each consultant) at \$2,250/ea.; 4 Eligibility Determinations at \$500/ea.; 1 asbestos survey at \$1,200; 2 Phase I ESAs each at \$2,500/ea.; and 2 Phase 2 ESAs each at \$17,000/ea.

The cost share requirement for the grant may also be met through funding of additional Multipurpose Grant eligible pre-demolition activities as necessary by Community Development Block Grants and other locally or state funded grants held by GCLBA.

² - **Task 2 – Site Cleanup:**

Cost estimates are based on the following:

Petroleum Cleanup: 40 hrs. for GCLBA Grants Manager at \$45/hr.; 15 hrs. for GCLBA Database Manager at \$55/hrs.; 50 hrs. consultant for oversight @\$100/hr.; \$44,625 toward cleanup of sites contaminated with petroleum- for removal of hoists, USTs, contaminated soils, etc. as necessary.

Hazardous Cleanup: 50 hrs. for GCLBA Grants Manager at \$45/hr.; 20 hrs. for GCLBA Database Manager at \$55/hrs.; 59 hrs. QEP staff @\$100/hr. for oversight; and \$600,000 toward cleanup- with an estimated \$544,000 addressing asbestos contaminated material at 817 N Stevenson St.

The cost share will consist of contractual activities funded through other sources. Based on 5% of the funding awarded, GCLBA will apply \$34,000 in cost share to projects under the Hazardous portion of the Multipurpose Grant and \$6,000 in cost share to the Petroleum portion of the Multipurpose grant. Contractual activity may consist of some portion of the abatement and demolition or environmental consultant fees for cleanup oversight. Based on the size of the project, the GCLBA will likely contribute additional cost share beyond the \$40,000 stated above. The GCLBA will document the cost share required for the grant.

³ - **Task 3 – Re-use Planning:**

GCLBA intends to fund Re-use Planning activities through leveraged funds and cost share. GCLBA's Neighborhood Strategy Coordinator and Kettering University's full time planner will play key roles in re-use planning for the area around the Stevenson St. priority sites. The City has completed a HUD Choice Neighborhoods Transformation Plan, received \$30 million from HUD for implementation of the \$65 million project including Clark Commons, and will hire a full time planner/project manager to support implementation. They will also support community input and involvement, blight elimination and coordination with partners to implement activities around the assessment, remediation and re-use of 1001 and 1604 MLK, and other brownfield sites assessed within the District.

4 - Task 4 – Programmatic Activities:

Cost estimates are based on the following assumptions:

GCLBA staff will be primarily responsible for conducting programmatic activities with assistance as need from QEPs.

GCLBA staff will also attend the Brownfields 2019 conference under this task. Cost estimates are split evenly between the two grants assuming 2 staff and attend the conference and share lodging: 2 conference registration fees at \$200/registration, 2 round trip flights to Los Angeles at \$600/round trip, 4 nights in a hotel at \$200/night, and per diem allocation for 2 staff for four days at \$50/person per day for a total of \$200/staff. The travel budget is \$2,800 total or \$1,400 per grant.

Petroleum:

Programmatic Activities: 100 hrs. for GCLBA Grants Manager at \$45/hr. and 40 hrs. for GCLBA Database Manager at \$55/hrs.; QEP staff 40 hrs @ \$100/hrs

Community Relations Plan: 25 hrs. for GCLBA Grants Manager \$45/hr. and 15 hrs. for GCLBA Database Manager at \$55/hrs.; QEP staff 15 hrs. at \$100/hr.

Hazardous:

Programmatic Activities: 120 hrs. for GCLBA Grants Manager at \$45/hr. and 40 hrs. for GCLBA Database Manager at \$55/hrs.; QEP staff 40 hrs @ \$100/hrs

Community Relations Plan: 30 hrs. for GCLBA Grants Manager \$45/hr. and 15 hrs. for GCLBA Database Manager at \$55/hrs.; QEP staff 18 hrs. at \$100/hr.

Attachment 1

Project Tasks Detailed Budget

Petroleum Substance Multipurpose Budget

	Estimated Qty	Rate	Subtotals	TOTAL
Task I Site Assessment/ Cleanup Planning				
Personnel				\$ 1,650.00
Grants Manager	40	\$30.00	\$ 1,200.00	
Database Administrator	15	\$30.00	\$ 450.00	
Director of Planning	25	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Fringe Benefits				\$ 975.00
Grants Manager	40	\$15.00	\$ 600.00	
Database Administrator	15	\$25.00	\$ 375.00	
Director of Planning	25	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Travel*				
Equipment				
Supplies				
Contractual				\$ 49,500.00
Consultant	40	100	\$ 4,000.00	
QAPP	2	2250	\$ 4,500.00	
Eligibility Determinations	4	500	\$ 2,000.00	
Phase I	2	2500	\$ 5,000.00	
Phase II	2	17000	\$ 34,000.00	
Task I Total				\$ 52,125.00
Task 2 Site Cleanup				
Personnel				\$ 1,650.00
Grants Manager	40	\$30.00	\$ 1,200.00	
Database Administrator	15	\$30.00	\$ 450.00	
Director of Planning	25	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Fringe Benefits				\$ 975.00
Grants Manager	40	\$15.00	\$ 600.00	
Database Administrator	15	\$25.00	\$ 375.00	
Director of Planning	25	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Travel*				
Equipment				
Supplies				
Contractual**				\$ 49,700.00
Cleanup/demolition of 1604 M L King	1	\$44,700.00	\$ 44,700.00	
Consultant oversight/hour	50	\$100.00	\$ 5,000.00	
Task 2 Total				\$ 52,325.00

Petroleum Substance Multipurpose Budget				
	Estimated Qty	Rate	Subtotals	TOTAL
Task 3 Reuse Planning				
Personnel				\$ -
Grants Manager	0	\$40.00	\$ -	
Director of Planning	0	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Fringe Benefits				\$ -
Grants Manager	0	\$25.00	\$ -	
Director of Planning	0	In-Kind	\$ -	
Financial Officer	0	In-Kind	\$ -	
Travel*				
Equipment				
Supplies				
Contractual**				\$ -
Task 3 Total				\$ -
Task 4 Programmatic Expenses and Travel				
Personnel				\$ 5,400.00
Grants Manager	125	\$30.00	\$ 3,750.00	
Database Administrator	55	\$30.00	\$ 1,650.00	
Director of Planning	50	In-Kind	\$ -	
Financial Officer	50	In-Kind	\$ -	
Fringe Benefits				\$ 3,250.00
Grants Manager	125	\$15.00	\$ 1,875.00	
Database Administrator	55	\$25.00	\$ 1,375.00	
Director of Planning	75	In-Kind	\$ -	
Financial Officer	50	In-Kind	\$ -	
Travel*				\$ 1,400.00
Conference Registration	1	\$200.00	\$ 200.00	
Transport (1 person round trip flight)	1	\$600.00	\$ 600.00	
Per diem (1 person, 4 days)	4	\$50.00	\$ 200.00	
Hotel (1 person, 2 days)	2	\$200.00	\$ 400.00	
Equipment			\$ -	
Supplies			\$ -	
Contractual**				\$ 5,500.00
Consultant	55	\$100.00	\$ 5,500.00	
Task 4 Total				\$ 15,550.00
TOTAL				\$120,000.00

Hazardous Substance Multipurpose Budget

		Estimated Qty	Rate	Subtotals	TOTAL
Task I	Site Assessment/ Cleanup Planning				
	Personnel				\$ 2,250.00
	Grants Manager	55	30	\$ 1,650.00	
	Database Administrator	20	30	\$ 600.00	
	Director of Planning	25	In-Kind	\$ -	
	Financial Officer	0	In-Kind	\$ -	
	Fringe Benefits				\$ 1,325.00
	Grants Manager	55	15	\$ 825.00	
	Database Administrator	20	25	\$ 500.00	
	Director of Planning	25	In-Kind	\$ -	
	Financial Officer	0	In-Kind	\$ -	
	Travel*				
	Equipment				
	Supplies				
	Contractual**				\$50,200.00
	Consultant	35	100	\$ 3,500.00	
	QAPP	2	2250	\$ 4,500.00	
	Eligibility Determinations	4	500	\$ 2,000.00	
	Asbestos Survey	1	1200	\$ 1,200.00	
	Phase I	2	2500	\$ 5,000.00	
	Phase II	2	17000	\$ 34,000.00	
	Total				\$53,775.00

Hazardous Substance Multipurpose Budget

		Estimated Qty	Rate	Subtotals	TOTAL
Task 2	Site Cleanup				
	Personnel				\$ 2,100.00
	Grants Manager	50	30	\$ 1,500.00	
	Database Administrator	20	30	\$ 600.00	
	Director of Planning	25	In-Kind		
	Financial Officer	0	In-Kind	\$ -	
	Fringe Benefits				\$ 1,250.00
	Grants Manager	50	15	\$ 750.00	
	Database Administrator	20	25	\$ 500.00	
	Director of Planning	25	In-Kind	\$ -	
	Financial Officer	0	In-Kind	\$ -	
	Travel*				
	Equipment				
	Supplies				
	Contractual**				605,900.00
	817 N Stevenson Abatement	1	\$544,000.00	\$ 544,000.00	
	Asbestos/Hazardous Material Abatement (Other projects)	1	\$56,000.00	\$ 56,000.00	
	Consultant oversight/hour	59	\$100.00	\$ 5,900.00	
Total					609,250.00

Task 3	Reuse Planning				
	Personnel			\$ -	\$ -
	Grants Manager	0	40	\$ -	
	Director of Planning	0	In-Kind	\$ -	
	Financial Officer	0	In-Kind	\$ -	
	Fringe Benefits			\$ -	\$ -
	Grants Manager	0	25	\$ -	
	Director of Planning	0	In-Kind	\$ -	
	Financial Officer	0	In-Kind	\$ -	
	Travel*				
	Equipment				
	Supplies				
	Contractual**			\$ -	\$ -
				\$ -	
	Total				\$ -

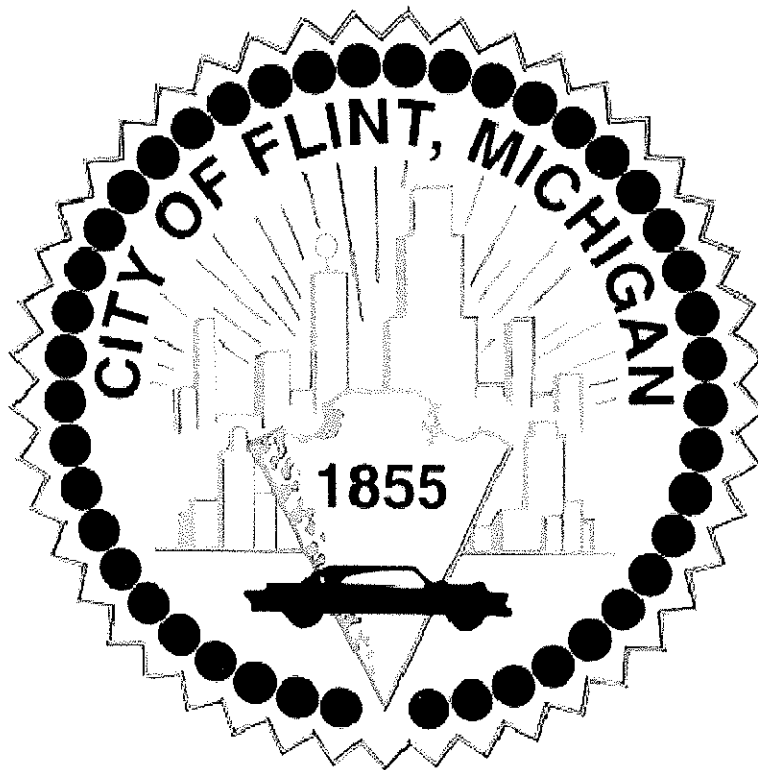
Hazardous Substance Multipurpose Budget

		Estimated Qty	Rate	Subtotals	TOTAL
Task 4	Programmatic Expenses and Travel				
	Personnel				\$ 6,150.00
	Grants Manager	150	30	\$ 4,500.00	
	Database Administrator	55	30	\$ 1,650.00	
	Director of Planning	50	In-Kind	\$ -	
	Financial Officer	50	In-Kind	\$ -	
	Fringe Benefits				\$ 3,625.00
	Grants Manager	150	15	\$ 2,250.00	
	Database Administrator	55	25	\$ 1,375.00	
	Director of Planning	50	In-Kind	\$ -	
	Financial Officer	50	In-Kind	\$ -	
	Travel*				\$ 1,400.00
	Conference Registration	1	\$200.00	\$ 200.00	
	Transport (1 person round trip flight)	1	\$600.00	\$ 600.00	
	Per diem (1 person, 4 days)	4	\$50.00	\$ 200.00	
	Hotel (1 person, 2 days)	2	\$200.00	\$ 400.00	
	Equipment				
	Supplies				
	Contractual**				\$ 5,800.00
	Consultant	58	\$100.00	\$ 5,800.00	
	Total				\$ 16,975.00
TOTAL					\$ 680,000.00

GCLB

18-077

CITY OF FLINT MICHIGAN



**Genesee County Land Bank (GCLB)
FY 2018-2019
CDBG – Residential and
Commercial Demolition
\$675,000.00**

CONTRACTS

180340.2

RESOLUTION NUMBER: _____

PRESENTED: 7-23-2018

ADOPTED: 7-23-2018

**Resolution Authorizing Submission of the
2018-19 Annual Action Plan of the Consolidated Plan
to the U.S. Department of Housing and Urban Development,
and Approval of the Proposed Uses and Funding Recommendations
for Community Development Block Grant , HOME Investment Partnerships
and Emergency Solutions Grant Funds for the 2018-19 Program Year**

BY THE MAYOR:

The City of Flint anticipates it will receive Title I Community Development Block Grant (CDBG) entitlement funds in the amount of \$3,872,807, HOME Investment Partnerships (HOME) entitlement funds in the amount of \$909,367, and Emergency Solutions Grant (ESG) in the amount of \$320,815 for federal fiscal year 2018-19, covering the period of July 1, 2018, through June 30, 2019, as well as any subsequent years that HUD continues to make any balances available to the City; pursuant to submission of an application to the U.S. Department of Housing and Urban Development (HUD).

The City of Flint anticipates receipt of program income in an amount of approximately \$30,000 from CDBG and HOME repayments of rehabilitation and economic development loans.

In order to receive this funding, the U.S. Department of Housing and Urban Development requires the City of Flint to submit an annual Action Plan of the Consolidated Plan as a component of the 5-year Consolidated Plan. This plan includes the annual Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) application.

City Administration finalized funding recommendations to for the proposed Action Plan in June 2018.

It is resolved, that City Officials approve the funding amounts and projects and authorize entering into contracts for the agencies listed below for the City's FY 2018-19 Community Development Block Grant program in the amount of \$3,872,807, FY 2018-19 HOME Investment Partnerships program in the amount of \$909,367, and FY 2018-19 Emergency

Solutions Grant program in the amount of \$320,815, and include any program income which might become available as a result of receipt of these funds.

CDBG USES	
ADMINISTRATION/PLANNING	\$774,561.40
ACTIVITY DELIVERY	\$117,302
PUBLIC SERVICES	
Sustainable Mentoring - Big Brothers/Big Sisters	\$40,000
Academic Training Adult Skill Center – CHEA	\$22,500
Academic Training Post Incar. Males – CHEA	\$17,500
Choice Neighborhood Safety – COF Police Dpt.	\$323,118 *NRSA
PAL – COF Police Department	\$35,000
Community Counseling – Ennis Center for Children	\$50,000
REACH – Genesee County Youth Corporation	\$35,000
Traverse Place – Genesee County Youth Corporation	\$35,000
Homeownership Counseling – Habitat for Humanity	\$40,000
Advocacy Program – LSEM	\$20,000
Fair Housing – LSEM	\$20,000
Financial Opportunity Center – LISC	\$40,000
Afterschool/Summer Camp – McCree Theater	\$35,000
Youth Leadership Collab. – Mott Literacy Network	\$50,000
Afterschool Program – Sylvester Broome Emp. Center	\$20,000
Youth Recreation – United Way	\$50,000
Home Delivered Meals – VAAA	\$40,000
Safe Center – YWCA of Greater Flint	\$20,340
TOTAL PUBLIC SERVICE	\$893,458
ECONOMIC DEVELOPMENT	
Microenterprise Assistance – Best Practices Consulting	\$50,000
Culinary Job Training – Communities First	\$70,000
HYPE – Faith Foundation Resources	\$25,000
TOTAL ECONOMIC DEVELOPMENT	\$145,000
HOUSING	
Owner Occupied Rehab – Habitat for Humanity	\$233,244
TOTAL HOUSING	\$233,244
BLIGHT ELIMINATION ACTIVITIES	
Residential and Commercial Demolition – GCLBA/City	\$675,000
Code Enforcement – DPD	\$630,000
Community Toolshed(s) – Genesee County Land Bank	\$74,242
Neighborhood Cleanups – DPD	\$50,000

TOTAL BLIGHT ACTIVITIES	\$1,429,242
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PUBLIC INFRASTRUCTURE

Personal Protective Equipment – Flint Fire Department	\$55,000
Neighborhood Enhancements Program – DPD	\$50,000
Community Center Improvements – DPD	\$50,000
Community Enrichment Center – Communities First	\$75,000
Park Facility Improvements – DPD	\$50,000
TOTAL PUBLIC/FACILITY IMPROVEMENTS	\$280,000

TOTAL CDBG USES	\$3,872,807
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HOME USES

City of Flint – Administration	\$90,936
Multi-Family Rental Development – Communities First, Inc.	\$350,000
Multi-Family Rental Development – Norstar Development	\$259,175
CHDO Operating	\$25,000
TBD	\$184,256
TOTAL HOME USES:	\$909,367

ESG USES

ADMINISTRATION	\$24,061.12
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SHELTER (OPERATIONS AND ESSENTIAL SERVICES)

Genesee County Youth Corporation – REACH	\$35,000.00
My Brother's Keeper	\$35,000.00
Shelter of Flint	\$97,250.00
YWCA	\$25,000.00
TOTAL SHELTER	\$192,250.00

HOMELESSNESS PREVENTION

TBD	\$25,000.00
Shelter of Flint	\$28,030.38
TOTAL HOMELESSNESS PREVENTION	\$53,030.38

RAPID RE-HOUSING

Shelter of Flint	\$30,000.00
TOTAL RAPID RE-HOUSING	\$30,000.00

DATA COLLECTION

Shelter of Flint	\$21,473.50
TOTAL DATA COLLECTION	\$21,473.50

TOTAL ESG USES	\$320,815.00
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Further resolved, that funds in an estimated amount of up to \$20,000 in CDBG program income received from loan repayments, shall be made available for use as part of the FY 2018-19 Community Development Block Grant program and the budget amended as received;

Further resolved, that funds in an estimated amount of up to \$10,000 in HOME program income received from loan repayments, shall be made available for use as part of the FY 2018-19 HOME Investment Partnerships program and the budget amended as received;

Further resolved, that all subrecipient agencies shall conform to the standards and bidding procedures maintained by the City of Flint and such bid processes shall be approved as to form by the Chief Legal Officer of the City of Flint. Subrecipients may not obligate any funds, incur any costs, nor implement any physical activities until the Division of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from the U.S. Department of HUD and has issued a written notice to proceed to the subrecipient.

Further resolved, following notification that HUD has approved the 2018-19 Annual Action Plan through execution of a Grant Agreement with the City of Flint, the appropriate City Officials are authorized to do all things necessary to enter into sub-grantee agreements with the various agencies listed above.

Further resolved, upon receipt of the official award document from HUD, CDBG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$3,872,807 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 Community Development Block Grant program;

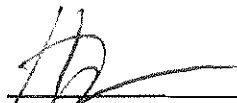
Further resolved, upon receipt of the official award document from HUD, HOME funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$909,367 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 HOME Investment Partnerships program;

Further resolved, upon receipt of the official award document from HUD, ESG funds, the estimated revenues shall be increased to recognize receipt of such funds and an appropriation in the amount of \$320,815 shall be made to the Division of Community and Economic Development to fund the FY 2018-19 Emergency Solutions Grant program;

Further resolved, that the appropriate officials are hereby authorized to do all things necessary to set up the appropriate accounts in the 274 Fund.

Further resolved, that the appropriate city officials are hereby authorized to do all things necessary to move remaining unspent and available CDBG, HOME and ESG funds to fiscal year 2019.

APPROVED AS TO FINANCE:



Hughley Newsome
Chief Financial Officer

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Dr. Karen W. Weaver
Mayor

CITY COUNCIL:



Herbert Winfrey
Council President

RESOLUTION STAFF REVIEW

Date

July 17, 2018

Agenda Item Title:

Resolution authorizing approval of the 2018-19 Action Plan of the Consolidated Plan including funding recommendations by the City of Flint for the uses of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds to the U.S. Department of HUD for the 2018-19 Program Year.

Author: Suzanne Wilcox, Director, Department of Planning and Development

Background/Summary of Proposed Action:

Approval of the attached resolution authorizes submission of the 1-year Annual Action Plan, including funding recommendations for Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) programs and Emergency Solutions Grant (ESG).

HUD has notified the City of Flint that its estimated 2017-18 allocations will be:

CDBG	\$3,872,807.00
HOME	\$909,367.00
ESG	<u>\$320,815.00</u>
	\$5,102,989.00

The City may receive program income and plans to use the following additional funds as part of its CDBG allocation:

\$20,000.00	Program income from repayments for housing rehab and economic development loans.
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The City may also use the following additional funds as part of its HOME allocation:

\$10,000.00	Program income from repayments for housing rehab loans.
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The total HUD allocation, including program income for FY18-19 will be \$5,132,989.00.

City Administration finalized its recommendations in June, 2018. The final proposed recommendations are included in the attached resolution.

The Division of Community and Economic Development published a notice of opportunity to comment on June 24, 2018. A 30-day public comment period was held from June 24 – July

23, 2018 and a public hearing was held on July 18, 2018 to receive citizen comments and concerns regarding the proposed Year 2 Annual Action Plan. The City will submit its 2018-19 Annual Action Plan to HUD by August 16, 2018.

HUD regulation 570.302 requires the City, prior to release of grant funds, to annually submit an Action Plan describing all activities and programs to be funded with CDBG, HOME and ESG funds for the upcoming fiscal year. The Division of Community and Economic Development requires approval of the attached resolution prior to entering into contracts with the agencies. Upon submission of the Plan, HUD has 45 days to review and approve the documents, prior to entering into contracts with the proposed subrecipients.

Financial Implications (i.e., budget, account information)

With HUD approval of the proposed 1-year Action Plan, the City of Flint will receive access to \$3,872,807.00 in CDBG funds, \$909,367 in HOME funds, and \$320,815.00 in ESG funds to carry out housing, demolition, public services, homeless, and other eligible programs. CDBG program income for FY 2018-19 is estimated at \$20,000.00. HOME program income for FY 2018-19 is estimated at \$10,000.00.

Budgeted Expenditure: Yes ☒ No ☐ Please explain, if no:

Account #:

Reviewed and approved by C. Dotson _____

Revenue account number _____ and expense account number _____

Pre-encumbered: Yes ☐ No ☒ Requisition # _____

Other Implications (i.e., collective bargaining)

None

Staff Recommendation:

Staff recommends that appropriate officials authorize the submission of the 2018-19 Annual Action Plan to HUD. Staff also recommends approval of the attached resolution and list of agencies to receive CDBG, HOME and ESG funding as part of the City's proposed 2018-19 Annual Action Plan.

APPROVAL

Suzanne Wilcox
Director

CITY OF FLINT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONTRACT

BETWEEN
THE CITY OF FLINT
AND
GENESEE COUNTY LAND BANK

THIS AGREEMENT, entered this **11th day of February, 2019**, by and between the City of Flint (herein called the "CITY") and **Genesee County Land Bank (GCLB)** (herein called the "Subrecipient").

The City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (CDFA 14.218); and

The Subrecipient assures that it possesses the legal authority to enter into this Agreement, and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body authorizing the filing of the project plans. This should include all understandings and assurances contained therein, and direct and authorize the person(s) identified as the contracting official(s) of the Subrecipient to execute contractual documents on behalf of the Subrecipient, to act in connection with this Agreement, and to provide such additional information as may be required by the CITY; and

The City agrees to awards funds in an amount not to exceed **\$675,000.00 to the Genesee County Land Bank (GCLB)**; and

The City wishes to engage the Subrecipient to assist the City in utilizing such funds; and

It is agreed between the parties that:

I. SCOPE OF SERVICE(S)

A. Activities

The Subrecipient will be responsible for administering CDBG funds in a manner satisfactory to the City and consistent with any standards required by the City as a condition of providing these funds. Funds for which these activities have been awarded shall be eligible under the Community Development Block Grant Program and be in accordance with all Federal laws and regulations.

The Subrecipient shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to

Subrecipient shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Subrecipient a written acceptance of such condition.

Activities include:

1. Statement of work

Genesee County Land Bank will use CDBG funds to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The process for completing demolitions includes: inspection, environmental survey, abatement, demolition, basement removal, filling, grading, seeding and mulching. Due to the nature of commercial demolition projects, additional environmental inspections, oversight, and consulting may be necessary.

2. Program Activities

(See Attached Proposal)

3. Tasks and Timelines

(See Attached Project Schedule/Benchmarks Worksheet)

4. Budget -

Salaries/Wages -	\$41,856.00
Fringes -	\$20,250.00
Professional Services -	\$601,536.00
Other -	<u>\$11,358.00</u>
Total	\$675,000.00

Performance Measures

Objective – Creating Suitable Living Environments

Outcome – Sustainability

The City reserves the right to impose additional requirements on the Subrecipient, as may be necessary to insure compliance with HUD regulations, as well as the goals and objectives of its overall program.

B. Performance Monitoring (2 CFR 200 Subpart D)

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) where applicable, 2 CFR 200 Subpart D where applicable, and all federal regulations and policies issued pursuant to these regulations.

The City will monitor the performance of the Subrecipient against goals and performance standards as required. Substandard performance as determined by the City will constitute non-compliance with this agreement. (Substandard performance may include, but is not limited to; lack of project readiness, insufficient project resources, not meeting identified performance goals, unresponsiveness, lack of cooperation during HUD monitoring reviews, lack of spending timeliness, refusal to submit required monthly reports, etc). If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

Obligated funds are defined as those funds, which the Subrecipient has committed by placing orders, awarding contracts, receiving goods or services, or completing similar documented transactions that require payment in the future. (For purposes of housing rehabilitation activities, funds become obligated when the rehabilitation contract is signed by both the homeowner and contractor.)

In addition to any other remedies the City may have, if, within one (1) year of the date of substantial completion of work, or within one (1) year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, the Subrecipient shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given the Subrecipient a written acceptance of such condition.

C. Performance Measurements

The Subrecipient agrees to comply with all elements of performance measurement systems as described in 2 CFR 200 Subpart D where applicable, and the March 7, 2006 Federal Register "Notice on the Outcome Performance Measurement System for Community Planning and Development's Formula Grant Programs" where applicable.

Programs" where applicable.

D. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

E. Compliance with Federal Acts

The Subrecipient agrees to comply with all applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the regulations pertaining thereto; to all other applicable federal laws and regulations; and to policies of the U.S. Department of Housing and Urban Development (HUD). The Subrecipient further agrees to comply with all subsequent revisions, modifications, and amendments to the above acts, laws, rules, regulations, and procedures which will become immediately effective in this Agreement upon their enactment or promulgation. Failure by the Subrecipient to accept or comply with rules, regulations, and procedures which affect the terms of this Agreement, and which the City shall present in writing, shall be sufficient basis for termination by the City.

II. TIME OF PERFORMANCE

A. Start/End

Subrecipient's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

Services of the Subrecipient shall start on this **11th day of February, 2019** and end on this **31st day of December, 2019**.

Funds not expended as of the termination date noted above shall be subject to recapture and reprogramming by the City.

The final payment request must be submitted to the City of Flint within 15 days following the end of this contract. The City of Flint is not obligated to reimburse any expenditure incurred after the completion date of this contract, (**December 31, 2019**).

Unspent funds will not be available to the Subrecipient under this Agreement unless and until such time as appropriate City officials have executed a Contract amendment.

B. Contract Amendment

The Division of Community and Economic Development (DCED) may grant a contract amendment to extend the time period for a grant award and/or revise the scope of services to the initial award. DCED will evaluate a request for an amendment for compliance with Consolidated Plan objectives, reporting and financial obligations governing the Community Development Block Grant Program and City and federal contractual requirements. Contract amendments may be approved for a maximum of two six- month terms. The Subrecipient must complete a Contract Amendment Request Form and submit to DCED at least 45 days before the expiration of this written agreement.

DCED's criteria for approval of a contract amendment request are as follows:

1. The request for an amendment must evidence information that impacted the Subrecipient's ability to expend funds and perform services as outlined in the scope of services
2. Financial and Activity reports must have been filed on a monthly basis

DCED reserves the right to request additional information or to assess extenuating circumstances in order to substantiate a need for a contract amendment.

DCED will execute an approved contract amendment between the Department and the Subrecipient to extend the time frame of the written agreement and/or change the scope of the agreement prior to the expiration of the initial agreement if all contract amendment conditions are met. For all contract amendments not approved by DCED, all unspent funds will be subject to reprogramming as a component of grant close out procedures.

C. Failure to Perform

a. If, through cause, the Subrecipient shall fail to fulfill in timely and proper manner the obligations of this Agreement, the City shall thereupon have the right to:

1. Give a detailed written notice to the Subrecipient of such violation.
2. Allow the Subrecipient a specified period of time to correct said violation.

b. If, after the specified period of time, the violation has not been corrected to the satisfaction of the CITY, the CITY shall specify a termination date of this Agreement, if not previously stated in the detailed written notice.

c. No specific corrective actions of the Subrecipient shall deprive the CITY of any additional rights and remedies under the terms of this Agreement.

D. Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

III. COMPENSATION AND PAYMENT

The City shall pay for such services as have been set forth herein, a contract price not to exceed **Six Hundred Seventy Five Thousand Dollars and 00/100 (\$675,000.00)** dollars upon submission of proper invoices, releases, affidavits, and other supporting documentation as required.

Subrecipient shall submit supporting documentation and itemized invoices for all services provided under this Agreement identifying:

- A. The date of service
- B. The name of the person providing the service and a specific description of the service provided
- C. The unit rate and the total amount due
- D. A bill setting forth each of the services rendered and the price of the services
- E. Any and all documentation relied on to justify the expense

Payment for eligible expenses shall be made against the line items specified in the budget and in accordance with performance. The City reserves the right to disallow payments to the Subrecipient. Reasons for disallowance may include, but are not limited to, the following: lack of information, calculation errors, ineligible requests, lack of appropriate supporting documentation, lack of prior City approval when required, etc.

The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR 200 Subpart D "Standards for Financial and Program Management."**

Original Monthly Financial Reports and Performance Evaluation and Activity Reports, including all support documentation must be submitted to:

Division of Community and Economic Development
City Of Flint
1101 S. Saginaw Street, S8
Flint, MI 48502

A copy of the Monthly Financial Report should be mailed to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501 – 0246

IV. NOTICES

Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **The Division of Community and Economic Development, and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time.

Notices to the Subrecipient shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Michele Wildman, Genesee County Land Bank Authority, 452 S. Saginaw Street, 2nd Floor, Flint MI, 48502, (810) 257-3090, mwildman@thelandbank.org** or to such other address as may be designated in writing by the Subrecipient from time to time.

V. GENERAL CONDITIONS

A. **Amendments**

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by an authorized representative of both organizations, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule, of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written amendment signed by both the CITY and Subrecipient.

B. Applicable Law

Unless otherwise stated to the contrary in this agreement, this contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state. Notwithstanding any term or condition of this Agreement to the contrary, it is understood by all the parties hereto that nothing in this Agreement will relieve any of the parties from adherence to applicable federal, state, and local laws and regulations.

C. Applicability of OMB Circulars

The Subrecipient shall comply with the policies, guidelines and requirements of 2 CFR 200 as they relate to the acceptance and use of CDBG funds.

D. Arbitration

Subrecipient agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Subrecipient must request the City's consent to arbitrate within 30 days from the date the Subrecipient knows or should have known the facts giving rise to the claim, dispute or question.

1. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
2. Within 60 days from the date a request for arbitration is received by the City, the City shall inform Subrecipient whether it agrees to arbitrate. If the City does not consent, Subrecipient may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
3. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
4. Subrecipient's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
5. These provisions shall survive the expiration and/or termination of this Contract in perpetuity.

E. Certification, Licensing, Debarment, Suspension and Other Responsibilities

Subrecipient warrants and certifies that Subrecipient and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of federal contracts by any Federal agency. Contract may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Subrecipient contractual relationship with the City.

Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that the Subrecipient performed work under this contract while in non-compliance with this provision, Subrecipient agrees to reimburse the City for any costs that the City must repay to any and all entities.

F. City Income Tax Withholding

Subrecipient 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.

G. Compliance

The Subrecipient agrees to comply with all applicable federal requirements of 24 CFR part 570, state and local laws, and all other regulations governing the funds provided under this contract.

H. Disclaimer of Contractual Relationship with Subcontractors

Nothing contained in the Contract Documents shall create any contractual relationship between the City, and a Subrecipient, subcontractor or Sub-Subrecipient, retained or working in association with the Subrecipient.

I. Good Standing

Subrecipient must remain current and not be in default of any obligations due to the City of Flint, including but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such a breach shall constitute good cause for the termination of this contract; should the City of Flint decide to terminate on a basis other than conveniences.

J. Hold Harmless and Indemnification

To the fullest extent permitted by law, Subrecipient agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees, volunteers and others working on behalf of the CITY, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Subrecipient's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Subrecipient fail to indemnify the CITY in the above-mentioned circumstances, the CITY may deduct the cost that it incurs from amounts owing under the Agreement without prior notice.

K. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **It is hereby expressly understood and agreed that Subrecipient is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Subrecipient is not entitled to any benefits not otherwise specified herein.** The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The CITY shall be exempt from Payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

L. Insurance/Worker's Compensation

The Subrecipient shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk

Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. The Subrecipient shall maintain the following insurance coverage for the duration of the contract.

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an "Additional Insured". This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(2) Workers' Compensation Insurance in accordance with Michigan statutory requirements including Employers Liability coverage.

(3) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an Additional Insured. This coverage shall be written on ISO business Auto forms covering Automobile Liability, code "any auto".

(4) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion.

Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the city, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expense.

The Subrecipient shall furnish the City with two certificates of insurance for all coverage requested and with original endorsements for those policies requiring the Additional Insured status. All certificates of insurance must provide the City of Flint with not less than 30 days advanced written notice in the event of cancellation, non-payment of premium, non-renewal or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division as the "Certificate Holder." The Subrecipient must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, the Subrecipient shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date.

The Subrecipient shall ensure that all Subcontractors utilized obtain and maintain all insurance coverage required by this provision.

M. Liability for Damages and Disallowing Costs

Notwithstanding any term or condition of this Agreement to the contrary, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient, or any disallowed cost; and the City shall have the right to demand of the Subrecipient the return of any Agreement funds used for such disallowed costs, and the Subrecipient agrees to comply with such demand.

N. No Third-Party Beneficiary

No Subcontractor, sub-subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Subrecipient shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Subrecipient as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Subrecipient and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

O. Non-Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Subrecipient from the City under this contract may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

P. Non-disclosure/confidentiality

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient responsibilities with respect to services provided under this contract, is prohibited by the Michigan Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Q. Non-Discrimination:

In addition to any other non-discrimination requirements under State or Federal law, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

R. Payment of Withholding and Corporation Taxes and Judgments

During the term of this Agreement, the Subrecipient agrees to provide to the Department of Community and Economic Development, within three working days, a copy of any of the following:

1. Notice from the Internal Revenue Service, the Michigan Department of Treasury, the City of Flint and/or other governmental taxing unit relating to liens, levies, past-due obligations, or judgments of any court; and/or other actions taken by the taxing unit against the Subrecipient.
2. Notice from a bank or other institution of a levy by any of the above taxing units against the account(s) of the Subrecipient.
3. Missing a scheduled payment of withholding and/or corporation taxes and/or scheduled filing of withholding or corporation tax reports to any of the above taxing units.
4. Correspondence generated by the Subrecipient, or any agent acting on

their behalf, to any of the taxing units in response to actions taken by that unit. Failure of the Subrecipient to comply with any of these requirements in full, and in a timely manner, will result in immediate withholding of funds to the Subrecipient until the matter is resolved to the City's satisfaction. Failure on the part of Subrecipient to promptly and fully resolve any outstanding tax problems may result in a recommendation by City staff to the City Council for termination of the Agreement.

This certification is required by the City to determine if the Subrecipient is complying with all the terms and conditions of the Agreement and that it is not intended to be a guarantee to any taxing unit that taxes have been or will be paid.

S. Records/Proprietary Interests of City

All documents, information, reports and the like prepared or generated by the Subrecipient as a result of this contract shall become the sole property of the City of Flint.

T. Rights and Obligations of the City

1. Rights: The CITY shall have the right to:

A. Have access to and examine the books, records, and files of the Subrecipient insofar as is necessary to determine compliance with the terms and conditions of this Agreement.

B. Visit any site, interview any beneficiary, and observe any action covered by this Agreement.

C. Determine the allowability of any cost or expenditure and require of Subrecipient, in writing and within a specified period of time, the reimbursement to the City of any disallowed cost or expenditure paid for by the City. Moreover, if the allowability of expenditures cannot be determined because records or documentation are inadequate, the questionable cost will be declared disallowed and the Subrecipient shall reimburse the City for the amount of such disallowed cost.

D. Promulgate and require adherence to standards, forms, instructions, and procedures for record keeping and reporting by the Subrecipient, and to unilaterally modify or amend those standards, forms, instructions, and procedures to which the Subrecipient must adhere.

2. Obligations: The CITY shall have the obligation to:

A. Make available for review by the Subrecipient each and every act, regulation, rule, and law that is specifically named and incorporated into this Agreement.

B. Notify the Subrecipient of any changes in such act, regulation, rule, and law that is specifically named and incorporated in this Agreement, which may affect the Subrecipient's performance under the terms and

conditions of this Agreement.

C. Provide the Subrecipient with reporting forms, along with written instructions and procedures, as required by the City.

U. Safeguarding of Assets Related to Grants/Loans (If Applicable)

The Subrecipient shall perform the following actions:

1. Execute documents, whether modifications of existing agreements or new agreements, naming the City of Flint ("Flint") in place of the Subrecipient as lender and/or obligee as with all documents executed in connection with any loan(s) or grant(s) received by the Subrecipient;
2. Execute any documents required under the Subrecipient's original agreement(s) relating to its CDBG grant(s)/loan(s) that have not been executed, if any. These shall name Flint as the lender/obligee;
3. Replace Subrecipient's name with Flint on any insurance policies to the extent that Subrecipient has, or is required to be named as an additional insured or beneficiary. If Subrecipient was required to obtain insurance policies but has not, it shall do so immediately with Flint named as additional insured;
4. Execute any and all other documents necessary to grant Flint all of the rights that Subrecipient had under the terms of the loan(s) or grant(s) received by the Subrecipient.
5. Execute any documents necessary to satisfy the requirements of the United States Department of Housing and Urban Development or any other branch of the United States government having jurisdiction.

The documents necessary to effectuate this requirement shall be subject to the sole approval of Flint. The documents shall insure that Flint all the same priority as to any secured property as Subrecipient.

V. Severability

In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provisions may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

W. Suspension or termination/reversion of assets

Either party may terminate this contract 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 scope of service in paragraph I (A) above may only be undertaken with the prior approval of the city. 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 Subrecipient under this agreement shall, at the option of the city, become the property of the city, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Subrecipient 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 CITY may also suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the Subrecipient ineligible for any further participation in CITY contracts in accordance with 2 CFR 200.

This agreement may be terminated by the CITY for reasons of substandard or non-performance, diminution of funds, or any reasons related to changing objectives of the Community Development Block Grant Program or the Agency. The CITY reserves the right to cancel Subrecipient contracts for non-compliance with Section VI (C) requirements. Three months of non-compliance may result in automatic termination.

Upon termination and/or expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand, and any accounts receivable attributable to the use of CDBG funds.

Upon expiration of this Agreement, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or
2. Not used in accordance with the above paragraph, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to,

the property.

X. Standards of Performance

The Subrecipient agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The CITY is relying upon the professional reputation, experience, certification and ability of the Subrecipient. The Subrecipient agrees that all of the obligations required by them under this Contract shall be performed by them or by others employed by them and working under their direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent, upon the Subrecipient maintaining his certification in accordance with the requirements of the state law.

Y. Subcontracting

No subcontract work, if permitted by the CITY, shall be started prior to the written approval of the subcontractor by the CITY. The CITY reserves the right to accept or reject any subcontractor. Any Subagreement (or Contract) entered into by the Subrecipient, for the performance of functions or provision of services under this Agreement, shall be in writing and shall provide that the Subagreement (or Subcontract) recipient shall be bound by all of the applicable terms and conditions of this Agreement, with City of Flint approval

Z. Waiver

Failure of the CITY to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

- a. The Subrecipient agrees to comply with Section 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. The Subrecipient agrees to record all project costs following generally accepted accounting principles and to file reports as required on a cash accounting basis unless waived in writing by the CITY. A separate account number (Fund) or cost recording system must separate all direct and indirect project costs from the Subrecipient's other or general expenditures.

- c. The Subrecipient agrees to establish and follow a cost-allocation plan approved by the CITY for those costs in this Agreement's budget being shared with other projects or funds operated by the Subrecipient.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable;

3. Deposit of Advanced Agreement Funds

All Agreement funds deposited before expenditure (advance) shall be deposited in a non-interest bearing account at a federally insured financial institution. The earning of interest on advanced Agreement funds is prohibited.

B. Documentation and Record-Keeping

1. Records to be maintained:

The Subrecipient shall maintain all records required by the federal regulations specified in 2 CFR 200 Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 2 CFR 200; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR 570, where applicable.

2. Access to Records

The Subrecipient shall grant access to the City of Flint, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Failure of a Subrecipient to cooperate during a HUD monitoring review may result in suspension or termination of existing, and potentially, future, contracts.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7) years after the termination of all activities

funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for seven (7) years after final disposition of such property. Records for any displaced person must be kept for seven (7) years after final payment.

4. Client Data

The Subrecipient shall maintain data demonstrating applicant/participant eligibility. Such data shall include, but not be limited to applicant name, address, income level, or other basis for determining eligibility. Such information shall be made available to the City for review, in the format and frequency determined by the City.

5. Property Records/Management

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 2 CFR Part 200 Subpart D, as applicable.

- a. The City retains title to all non-expendable personal property acquired with Agreement funds or transferred by the City to the Subrecipient for use in carrying out Agreement activities.
- b. The Subrecipient agrees to establish and maintain a property management system whenever it purchases, with Agreement funds (either in whole or in part), tangible personal property having a useful life of one year or more and an acquisition cost of \$500 or more per unit. Such a system shall also include items transferred by the City to the Subrecipient for use in carrying out Agreement activities.
- c. The Subrecipient shall maintain a record of each item included in the property management system that shall include the following:
 1. A description of the property
 2. Manufacturer's model and serial numbers, Federal stock number, national stock number, City identification number, or other identification number
 3. Source of the property, including grant or other agreement number
 4. Whether title is vested in the Subrecipient, the City, or the Federal Government

5. Acquisition date (or date received if the properties as furnished by the Federal Government or by the City) and unit acquisition cost

6. Location, use and condition of the property and the date the information was reported

7. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal sponsoring agency or the City for its share

8. Percentage (at the end of the budget year) of Federal or City participation in the cost of the item

- d. The Subrecipient shall conduct an annual physical inventory of items in the property management system, and shall reconcile that to the property record.
- e. At the City's convenience, a determination shall be made by the City regarding the disposition of each of the property items.
- f. The Subrecipient's property management system shall include safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft of nonexpendable property shall be investigated by the Subrecipient and fully documented and reported to the City.
- g. The Subrecipient agrees to implement adequate maintenance procedures to keep the property in good condition.
- h. The Subrecipient agrees that it will not cause or allow the property to become encumbered in any manner, sold, or otherwise disposed of without written consent of the City.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Subrecipient shall adhere to regulations as outlined in 2 CFR Part 200 Subpart D, where applicable.

7. Audits & Inspections

The Subrecipient shall submit a copy of an audit of its financial records, performed by an independent Certified Public Accountant, for each fiscal year of the Subrecipient that includes any part of the period of performance of this Agreement. Such audit reports are subject to the audit requirements of 2 CFR Part 200 Subpart F, as applicable, and shall be completed using a reporting format approved in writing by the City and submitted within 180 days following the close of the Subrecipient's fiscal year. The auditor must also prepare an IRS Form-990 and a Management Letter and/or Report on Internal Controls relating to the audit, and a copy of those must be submitted with the audit report. The cost of these audits shall be borne by the Subrecipient.

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, their designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Recipient audits, and as applicable, 2 CFR Part 200 Subpart F.

8. Copyrights and Rights to Data

If this contract results in any copyrightable materials, HUD and the City of Flint reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize to use, the work or materials for government purposes.

If this contract results in any discovery or invention, HUD and the City of Flint shall retain any and all patent rights which arise or is developed in the course of or under said contract.

The Subrecipient shall adhere to regulations as outlined in 2 CFR Part 200 Appendix II(F).

C. Reporting and payment Procedures (2 CFR Part 200 Subpart D)

1. Budgets

The Subrecipient will submit a detailed contract budget of a form and content prescribed and approved by the City. The City and the Subrecipient may agree in writing to revise the budget from time to time in accordance with existing City

policies.

2. Program Income

- a.) The Subrecipient shall retain all program income, and report same to the City on a monthly basis. The use of program income by the Subrecipient shall comply with the requirements set forth in 2 CFR 200 Subpart D. Furthermore, all program income will be utilized only for eligible project costs. Additionally, program income must be expended prior to requesting additional funds.
- b.) The amount of program income received by the Subrecipient does not increase the amount available under the agreement, but is incorporated into the total amount available for use during the contract period.
- c.) Failure to comply with the requirements shall result in the Subrecipient being required to return all program income to the City for use in other eligible program activities.

3. Indirect Costs

In order to charge indirect costs, the Subrecipient must develop an indirect cost allocation plan to determine the appropriate City share of administrative costs. This plan must be approved by both the City and HUD prior to implementation.

4. Payment Procedures

The City will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

5. Reimbursement of Ineligible Expenses

If funds disbursed to Service Provider are later determined to be ineligible expenses according to HUD, the Service Provider will be required to reimburse the City of Flint in full for all such determined ineligible activities.

The Service Provider agrees to reimburse the City of Flint for any cost disallowed by HUD, which result in the City repaying said costs to HUD.

6. Progress Reports

The Subrecipient shall submit regular monthly Progress Reports to the City in the form and content required by the City. Activity reports shall be submitted to the City by the 15th day of the following month, for the previous month's activities. These are required even if the agency is not submitting a request for reimbursement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current city policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. Federal Procurement Standards

The Subrecipient shall procure materials in accordance with standards as outlined in 2 CFR Part 200 Subpart D, §200.317 - § 200.326.

3. Women/Minority-owned Business Enterprises (W/MBE)

The Subrecipient will afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. The term minority and female business enterprise means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, minority group members are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places.

5. Equal Employment Opportunity/Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is a Federally Regulated Equal Employment Opportunity or Affirmative Action employer.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of

September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by regulations at 41 CFR 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor and take affirmative action in hiring, training, and promoting minority group persons and women to bring about reasonably representative integration of their employees. For purposes of this Agreement, a "minority group person" includes one of the following:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish Culture or origin, regardless of race)
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification).

The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000.

The Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (outlined at Executive Order 11246 and included in the CITY's Standard Operating Procedures) is required to be included in all nonexempt Federal and federally assisted construction contracts in excess of \$10,000.

The Subrecipient further agrees to review or examine with the City relevant employment data and other information pertaining to its hiring practices.

6. Subcontract Provisions

The City of Flint is required to follow the Federally Regulated Affirmative Action Compliance Program. The Subrecipient will include the provisions of Paragraphs VII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or vendor.

7. Bid Opening Procedures

- a. Bids shall be submitted sealed to the Subrecipient and shall be identified as a sealed bid on the envelope.
- b. Opening of bids shall be done in public at the time and place stated (at the City of Flint, Division of Community and Economic Development – **PLEASE REFER TO STANDARD OPERATING PROCEDURES FOR BID PROCESS**).
- c. A tabulation of all bids received must be made available for public inspection. A copy of the bid opening and tabulation form must be sent to the Program Monitor for approval before formal awarding of bid.
- d. The Subrecipient shall submit a copy of its purchasing policies and procedures annually to the City.

E. **Travel**

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

F. **Relocation, Acquisition and Displacement**

The Subrecipient agrees to comply with 2 CFR Part 200 Subpart D relating to the acquisition and disposition of all real property utilizing grant funds, and to 49 CFR Part 24 regarding the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real

property utilizing grant funds. The Subrecipient agrees to comply with applicable Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. (24 CFR 85.36(l)(3))

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation, gender identity or expression, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

This nondiscrimination requirement is in accordance with one or more of the following Federal and State laws, regulations, and executive orders:

- a. Fair Housing Act (42 U.S.C. 3601 et seq) and implementing regulations at 24 CFR part 100
- b. Executive Order 11063 and implementing regulations at 24 CFR Part 107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and implementing regulation at 24 CFR Part 1
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Par 146
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8
- f. Executive Order 11246 and the regulations issued at 41 CFR

Chapter 60;

g. Executive Orders 11625, 12432, and 12138

h. Elliott-Larsen Civil Rights Act, Act. No. 453, Michigan Public Acts of 1976, as amended

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Employment Restrictions

1. Prohibited Activity

CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally financed in whole or in part with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

The Subrecipient is also prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities.

No funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United

States, the legislature of the State of Michigan, or any local legislative body unless such use of funds is authorized in writing by the City.

No CDBG funds shall be paid, by or on behalf of the Subrecipient, to any person of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than CDBG funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language in this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Right to Know

Participants employed or trained for dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Michigan Right to Know Act.

4. Labor Standards (2 CFR Part 200, Appendix II)

a. **Copeland "Anti-Kickback" Act (U.S.C. 874)**

The Subrecipient shall comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or public Work Financed in Whole or in Part by Loans or Grants from the United States.) The Act provides that contractors or subcontractors

shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. All suspected or reported violations must be reported to HUD.

b. Davis-Bacon Act (40 U.S.C. 276A-7)

The Subrecipient shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. All suspected or reported violations must be reported to HUD.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

The Subrecipient 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 workweek is permissible provided that the worker is compensated at a rate of not less than 1½ 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 Subrecipient shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the City for review upon request.

The Subrecipient 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 Subrecipient 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 adopted by the City 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 Subrecipient of its obligation, if any, to require payment of the higher wage.

5. "Section 3" Clause

a. **Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any Subrecipients. Failure to fulfill these requirements shall subject the City, the Subrecipient and any Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and 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."

Section 3 compliance is triggered when the normal completion of construction and rehabilitation projects and projects arising from such, creates the need for new employment, contracting or training opportunities. The Subrecipient should refer to the CITY's Standard Operating Procedures for full Section 3 reporting and monitoring requirements.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action upon finding that the Subrecipient is in violation of regulations issued by the City. The Subrecipient will not subcontract with any Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. Conduct

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code, per the Hatch Act of 1939, as amended.

2. Conflict of Interest

In addition to the conflicts-of-interest requirements in 2 CFR Part 200 Subpart B, §200.112, no person-

a. Who is an employee, agent, consultant, officer, or elected or

appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or

- b. Who is in a position to participate in a decision making process or gain inside information with regard to such activities - may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, unless a waiver is obtained from HUD.

The Subrecipient must inform the City, in writing, of all cases of potential conflict of interest for a determination of applicability of this requirement.

3. Subcontracts (2 CFR Part 200, Subpart D)

a. **Selection and Approvals**

No subcontract work, if permitted by the City, shall be started prior to the written approval to the Subrecipient by the City. The City reserves the right to accept or reject any subcontractor.

The Subrecipient shall insure that all subcontracts included in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

b. **Monitoring**

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content**

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

4. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal

regulations specified in 24 CFR 570.200(j).

5. Lobbying (31 U.S.C. 1352)

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. *Lobbying Certification*
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VIII. ENVIRONMENTAL CONDITIONS

The Subrecipient shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671), Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Executive Order 1738, and Environmental Protection Agency regulations (40 CFR Part 15).

The Subrecipient agrees to comply with the following regulations as they apply to the performance of this contract:

A. Clean Air Act & Federal Water Pollution Control Act (2 CFR Part 200, Appendix II)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

C. Lead-Based Paint

The Subrecipient shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR part 35 and the Community Development Block Grant regulations regarding lead based paint at 24 CFR 570.608. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

The Subrecipient also agrees to comply with the provision of the City Ordinance governing Historic properties and districts, and the City's Environmental Standard Operating Procedures.

E. Energy Efficiency Standards (24 CFR 85.36(l)(13))

The Subrecipient shall comply with all mandatory standards and policies relating

to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871

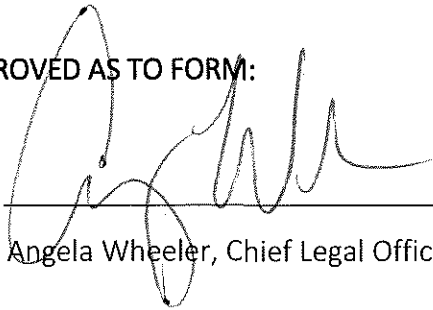
IX. WHOLE AGREEMENT/IDENTIFICATION OF CONTRACT DOCUMENTS

This written agreement, including documents cited herein or affixed hereto (Attachment A), embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

APPROVED AS TO FORM:

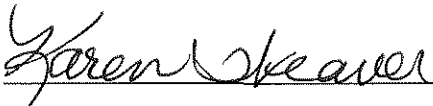
By:


Angela Wheeler, Chief Legal Officer

3-1-19
Date

CITY OF FLINT, a Michigan Municipal Corp.:

By:


Dr. Karen Weaver, Mayor

3-5-19
Date

SUBRICIPIENT:


Date

WITNESS:


Date



***GENESEE COUNTY LAND BANK
CONTRACT DEVELOPMENT PACKET
CDBG/ESG PROGRAM YEAR 18-19***

City of Flint
CONTRACT DEVELOPMENT PACKET
CDBG/ESG Program Year 18-19

Project Name: Commercial and Residential Demolition
(Complete one packet for each project)

Select Project Type

1. ESG	_____	4. Facility Improvements	_____
2. Public Service	_____	5. Economic Development	_____
3. Housing	_____	6. Public Improvements	_____
		7. Interim Assistance	_____

Name of Agency: Genesee County Land Bank Authority

Address: 452 S Saginaw Street
Flint, MI 48502

Contact Person: Faith Finholm Phone: 810-257-3088 ext 539

Fax: 810-257-3090 Email: ffinholm@thelandbank.org

Total CDBG/ESG Funds Approved: \$675,000

Please provide a detailed scope of services to be performed, including population to be served, estimated number of persons or households served, and geographic area of services (census tracts or city-wide). Also indicate how your project is ready to implement. Attach documents, i.e., evidence of site control, summary of cost estimates, availability of utilities, preliminary plans and specifications, other financing commitments, evidence of proper zoning, etc. (Attach additional sheet if needed)

The Genesee County Land Bank Authority (GCLBA) will use Community Development Block Grant funding to expand its strategic demolition program to demolish blighted structures in alignment with the City's Master Plan and Blight Elimination Framework. The demolitions will build upon the success of previous and ongoing demolitions completed under the Neighborhood Stabilization Program, Michigan Blight Elimination Grant, Hardest Hit Fund, and previous allocations of CDBG dollars for demolition. The blighted structures to be demolished will include a mix of commercial and residential structures. GCLBA will collaborate with the City of Flint to identify eligible properties for demolition in the Flint Neighborhoods. Eligible properties include GCLBA owned blighted properties or privately owned blighted properties that have gone through the City's Board of Appeals process and have up-to-date and complete documentation. If the City is unable to provide complete documentation for privately-owned structures, only Land Bank owned demolitions will be completed. The process for completing demolitions includes: inspection, environmental survey, abatement, demolition, basement removal, filling, grading, seeding and mulching. Due to the nature of commercial demolition projects additional environmental inspections, oversight, and consulting may be necessary.

CDBG dollars may be used to employ an environmental consultant to assist in preparing specifications and overseeing the demolition of environmentally sensitive commercial projects. Population served: The residents of the City of Flint will benefit from the demolition of blighted structures. The Geographic area of service will be in the City of Flint. The current average estimated cost of a residential demolition in the City of Flint is \$13,500. The estimated cost of commercial demolition varies greatly depending on the size and scope of the project. GCLBA is constantly seeking additional funding to leverage and match currently held grants. Other funding sources may include Environmental Protection Agency, Michigan State Housing Development Authority, Michigan Land Bank Authority, and Michigan Department of Environmental Quality and other local public and private contributions as they may come available.

Project Schedule/ Benchmarks

List all services/activities for each reporting quarter separately. Include estimates of number of clients served, stage of project completion, progress of program participants, etc. What will your project or program accomplish each quarter? Please be specific. This information will be used to evaluate how well your programs or projects are meeting the needs of the community based on established objectives and output indicators.

1st Quarter Activities: From <u>October 1, 2018</u> To <u>December 31, 2018</u>
Secure contract, begin preliminary environmental investigations/remediation on identified sites. Work with City to identify and confirm priority demolitions. Request and coordinate utility retirements. Prepare and release bid specification for identified demolitions.

2nd Quarter Activities From <u>January, 1 2019</u> To <u>March 31, 2019</u>
Review bids and award contracts for environmental consulting, abatement, and demolition work as necessary. Oversee the demolition work. Identify remaining funds and work with City to identify additional priority demolitions. Begin environmental investigations, remediation, and request utility retirements for additionally identified structures. Prepare and release bid specifications. Make progress payments as necessary while completing site inspections. Request progress payments from City.

3rd Quarter Activities From <u>April 1, 2019</u> To <u>June 30, 2019</u>
Complete demolition of priority commercial demolitions to include final grades, seed, and mulch. Review bids and award contracts for additionally identified sites. Oversee demolition contracts. Inspect sites to ensure work is completed in compliance with scope. Make payment and closeout projects. Closeout grant and provide all required documentation as feasible. Audit files to ensure all file are in alignment with CDBG requirements. Begin bidding process for any additionally identified priority demolitions that may be identified for any remaining funds.

4th Quarter Activities From <u>July 1, 2019</u> To <u>September 30, 2019</u>
Complete demolition of priority commercial demolitions to include final grades, seed, and mulch. Review bids and award contracts for additionally identified sites. Oversee demolition contracts. Inspect sites to ensure work is completed in compliance with scope. Make payment and closeout projects. Closeout grant and provide all required documentation. Audit files to ensure all file are in alignment with CDBG requirements.

Performance Measurement System

Using the objective and outcome performance choices you select below, please explain how performance will be measured to ensure that productivity is achieved and impact is obtained to reflect your agency's progress toward addressing the issue for which your program was designed to address.

Please select the **Objective** which best reflects the goal or purpose of the program. (What is the larger community need that you are seeking to address?) Select **only** one of the following three objectives.

- ☒ 1. Creating Suitable Living Environments
- ☐ 2. Providing Decent Housing
- ☐ 3. Creating Economic Opportunities

Please select the **Outcome** which best reflects the goal or purpose of the program. (What type of change or result are you seeking?) Select **only** one of the following three outcomes.

- ☐ 1. Availability/Accessibility
- ☐ 2. Affordability
- ☒ 3. Sustainability

The Demolition Program benefits the community by improving sustainability of neighborhoods for low to moderate income persons living in the City of Flint. The community wide program will demolish approximately 24 commercial/residential structures that are at risk to the health and safety of the City of Flint residents. Benefits of demolishing vacant, abandoned, and blighted structures are manifold and include: increased property values for the surrounding area, decreased crime rates, and increased tax revenues to local municipalities as property values increase and other property is returned to productive use. Increased tax revenues for municipalities translate into more and better services for area residents. These benefits assist individuals, households, neighborhoods, and municipalities. The estimated cost of a residential demolition is \$13,500.00. The estimated cost of a commercial demolition project ranges from \$13,500.00 to more than \$300,000.00 due to special considerations and environmental concerns associated with demolition of commercial structures. The total number of commercial and residential demolitions to be completed with this funding is estimated to be 24; however, the actual number completed will be dependent on the selected projects and associated costs.

Project Budget								
Line Item	CDBG/ ESG	Other Project Sources	Total Project Costs		Identification of Other Financial Sources for Project	Amount	Cash or In-Kind	Date Available
Salaries/Wages	\$41,856.00							
Fringes	\$20,250.00							
Office Supplies								
Postage								
Office Equipment								
Food/Med/Housekeeping								
Gas & Oil								
Auditing								
Custodial								
Professional Services	\$601,536.00							
Other Contract Services								
Bank Charges								
Telephone								
Mileage Reimbursement								
Vehicle maintenance								
Trips								
Publishing					Total	\$0.00	\$0.00	
Insurance & Bonding								
					ESG Match Sources (24 CFR 576.51)	Amount	Cash or In- Kind	Date Available
Building Rent								
Program Equipment								
Utilities								
Building Repairs/Maint								
Equipment Repairs/Maint								
Training								
Other 1	\$11,358.00							
Other 2								
Other 3								
Program Totals	\$675,000.00	\$0.00	\$0.00		Total	\$0.00	\$0.00	
Budget for use with CDBG and ESG only								

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Grants Manager (60%)	26.36*40*52*.6	\$32,900.00
Demolition Team Leader or equivalent (10%)	23.56*40*52*.1	\$4,900.00
File Clerk (30%)	12.5*20*52*.3	\$4,056.00
Position 4		
Position 5		
Position 6		
		SUB-TOTAL \$41,856.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Grants Manager (60%)	14.13*40*52*.6	\$17,650.00
Demolition Program Manager or equivalent (10%) (rate 1)		\$2,200.00
File Clerk (30%) (rate 1.26)		\$400.00
Fringe benefit 4		
Fringe benefit 5		
		SUB-TOTAL \$20,250.00
		Total Personnel & Fringe Benefits \$62,106.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1, two lines per entry				
Travel entry 2				
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				

TOTAL \$0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Equipment entry 1, one line per entry		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		

TOTAL \$0.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Supply Item 1, one line per entry		
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$0.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Supply item 1, one line per entry	maximum of three lines		
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Subtotal			\$0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
Subtotal			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Contracts for services to prepare properties for demolition - environmental consultant for demolition oversight, hazardous surveys, abatement, water and sewer cuts, demolition	\$601,536.00
maximum of four lines	

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Demolition Inspections. Approximately 3 inspections per project visits to monitor quality and compliance. For rate justification see attached Demolition Inspector Job Desc. and Inspection & Report Fees documents.	25*80.32	\$2,008.00
Overhead rate to provide for supplies, postage, and other costs. This rate is calculated at 15% of salary and fringes	62106*.15	\$9,350.00
TOTAL		\$11,358.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$41,856.00</u>
B. Fringe Benefits	<u>\$20,250.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$0.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$601,536.00</u>
H. Other	<u>\$11,358.00</u>
Total Direct Costs	<u>\$675,000.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$675,000.00</u>

Federal Request	<u>\$675,000.00</u>
Non-Federal Amount	<u>\$0.00</u>



CERTIFICATE OF LIABILITY INSURANCE

✓ Mary Jarvis

DATE (MM/DD/YYYY)
4/12/2018

PRODUCER (810) 694-2050 FAX: (810) 694-2055

Lake Agency, Inc
A Lighthouse Company
1537 East Hill Road
Grand Blanc MI 48439-5186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Berridge Place LLC And
Genesee County Land Bank
452 S. Saginaw St
Flint MI 48502-1826

INSURERS AFFORDING COVERAGE

INSURER A: Home-Owners

INSURER B: Accident Fund Ins Co of Amer

INSURER C:

INSURER D:

INSURER E:

NAIC

26638

10166

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	14051484	4/1/2018	4/1/2019	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input type="checkbox"/> ANY AUTO				
			<input type="checkbox"/> ALL OWNED AUTOS	4797917900	4/1/2018	4/1/2019	BODILY INJURY (Per person) \$
			<input type="checkbox"/> SCHEDULED AUTOS				
			<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
							AGG \$
			EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
							\$
			<input type="checkbox"/> DEDUCTIBLE				\$
			RETENTION \$				\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below	WCV6111174	4/26/2018	4/26/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Flint and its officers, agents and employee's are added as additional insureds with respects to the above captioned general liability policy 30 days notice of cancellation included.

CERTIFICATE HOLDER

City of Flint
1101 S. Saginaw St.
Flint, MI 48501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cort Niemi/KHAMMO

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Department of Community & Economic Development

Dr. Karen Weaver
Mayor

Steve Branch
Interim City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: _____

HOME ADDRESS: _____

DBA: Genesee County Land Bank

BUSINESS ADDRESS: 452 South Saginaw Street, Flint, Michigan 48502

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.

PROPERTY TAXES DIV.

INCOME TAX DIV.

ENFORCEMENT

CURRENT

CURRENT

CURRENT

CURRENT

DELINQUENT

DELINQUENT

DELINQUENT

DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC: CURRENT

DELINQUENT

N/A

(108 Loans, EDC loans, mortgage repayments, etc)

ged 9-5-18
City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

Kevin L. Miller 4 Sep 2018
DCED Staff Person and Date

Karla Hewes 9-5-18
City of Flint Customer Serv. Representative and Date

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 003805105
Functional Area: Entity Management, Performance Information

ENTITY	GENESEE COUNTY LAND BANK	Status: Active
DUNS: 003805105	+4:	CAGE Code: 5BA47 DoDAAC:
Expiration Date: Aug 21, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 452 S SAGINAW ST	State/Province: MICHIGAN	
City: FLINT	Country: UNITED STATES	
ZIP Code: 48502-1826		

APPENDIX 4

EVALUATION CRITERIA AND SCORING – Environmental Consulting Firm

The Genesee County Land Bank Authority (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 respondent qualifications, financial viability, project references, and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria. Please note GCLBA may choose to conduct interviews with respondents prior to making award:

A. Threshold Requirements PASS/FAIL

Respondent has experience working on site assessment and cleanup projects funded by state and federal grants and has familiarity with EPA's ACRES grant management system.	Pass/Fail
Identification of Qualified Project Manager and Key Staff	Pass/Fail
Respondent provided required fee schedule, fixed cost proposal items, and sample project proposals	Pass/Fail
Cover Letter provided as outlined under Submittal Requirements (including description of company, concurrent projects, and acknowledgment of Section 3 and Fair Share Objective responsibilities. This IS a Section 3 Covered contract)	Pass/Fail
Proof of active DUNS and SAM Registration provided	Pass/Fail
Applicable Licensing Requirements	Pass/Fail
Applicable Licensing Requirements: Michigan Asbestos Building Inspector Y/N Lead Risk Inspector Y/N HAZWOPER Y/N Laboratory Certificate of Accreditation Y/N	Pass/Fail
Insurance Requirements (Attachment A)	Pass/Fail
References Provided (Attachment B)	Pass/Fail
Certification Form Note is provided (Attachment C)	Pass/Fail
Signature Page (Attachment D)	Pass/Fail
Section 3 Business Section (Attachment E)	Pass/Fail
Conflict of Interest Statement & Supporting Documentation (Attachment F)	Pass/Fail
MBE/WBE/DVBE/Small Business Section and Supporting Documentation (Attachment G)	Pass/Fail
Debarment Certification (Attachment H)	Pass/Fail
Evidence of Financial Stability	Pass/Fail
Current Certificate of Good Standing or Certificate of Existence	Pass/Fail

B. PROPOSAL/EVALUATION CRITERIA:

Evaluation Factors	Maximum Points
Ability to Complete Scope of Work/Demonstrated Understanding The bidder's demonstration of understanding of scope of work, readiness to proceed and capacity to complete work assigned within timeframes required.	35
HUD Section 3 Bidders can receive additional consideration in scoring per Section 3 Regulations in 24 CFR Part 135 for: <ol style="list-style-type: none">1. Being a Section 3 Certified Business Concern, and2. Submitting a Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference.	15
MBE/WBE/DVBE Bidder qualifies as Minority Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Disadvantaged Business Enterprise/or Disabled Veteran-owned Business Enterprise (DVBE) or provides plan with identified subcontractors to meet EPA's MBE/WBE/DVBE contracting goals.	10
Price GCLBA will review fee schedules, fixed cost items, and required sample project proposals. Bidder with fee schedule and proposal deemed most advantageous to GCLBA will receive maximum points available. Remaining points will be awarded as described in "Evaluating Pricing Proposal."	40

Section 3 Preference (15 Points)

1. Certified Section 3 Business Concerns. (10 points)

Contractors certified as Section 3 Business Concerns will receive priority consideration in the following fashion and by category as defined in 24 CFR 135.36.

Category 1 Section 3 Business Concern: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located.	10 Points
Category 2 Section 3 Business Concern: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs	7 Points
Category 3 Section 3 Business Concern: Other section 3 business concerns	4 Points

2. Section 3 Strategy- All Contractors(5 points)

- Did the contractor submit an appropriate Section 3 Strategy to comply with the Section 3 training and employment preference or contracting preference?
(No = 0 points, Yes = see next question)
- Has the contractor previously submitted a Section 3 Strategy and received preference in scoring as a result? (No = 5 points, Yes = see next question)
- If the contractor has previously submitted and received preference for a Section 3 Strategy, did the contractor successfully implement the strategy and supply the required reports? (No = 0 points, Yes = 5 points)

MBE/WBE/DVBE Preference (10 Points)

Environmental Protection Agency's Fair Share Objective Goals may be found in 40 CFR, Part 33, Subpart D. For Michigan Department Environment, Great Lakes and Energy (MI DEGLE) and any agreement resulting from this RFP, the goals are as follows:

MBE: 10.0% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

WBE: 7.0% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

Additional consideration is available to bidders under MBE/WBE/DVBE Preference in the following fashion:

1. Certified MBE/WBE/DBE/DVBE Business Concerns (5 points)

Bidder provides documentation certifying that bidder is Minority Business Enterprise (MBE)/ Woman-owned Business Enterprise (WBE)/ Disadvantaged Business Enterprise/or Disabled Veteran-owned Business Enterprise (DVBE).

2. EPA Fair Share Objectives Strategy (5 points)

- Did the bidder submit an appropriate Strategy to comply with EPA Fair Share Objectives?
(No = 0 points, Yes = see next question)
- Has the bidder previously submitted a Fair Share Objectives Strategy and received preference in scoring as a result? (No = 5 points, Yes = see next question)
- If the bidder has previously submitted and received preference for a Fair Share Objectives Strategy, did the bidder successfully implement the strategy and supply the required reports? (No = 0 points, Yes = 5 points)

Ability to Complete Scope of Work

1. Experience in the appropriate scope of work as outlined in the RFP. (14 points)

<p>Demonstrated staff experience working with:</p> <ul style="list-style-type: none"> • Local Units of Government on environmentally sensitive cleanup/remediation projects (1 point) • Leveraging private investment and grant funding for brownfield redevelopment projects (1 point) • Demolition projects including: <ul style="list-style-type: none"> ○ Development of specifications (1 point) ○ Demolition project oversight (1 point) ○ Experience troubleshooting unanticipated environmental concerns (1point) • EPA and demonstrated understanding of EPA grant requirements, procedures, reporting and ACRES grants management system (1 point) • HUD and MSHDA and demonstrated understanding of requirements relating to environmental site assessments, surveys, and demolition/remediation projects (1 point) 	Up to 7 Points
<p>Committed Staff Experience. Experience of committed staff will be ranked according to GCLBA assessment of qualifications to complete the work. Respondent with committed staff with most relevant experience will receive 7 points, second most experience will receive 4 points, third most experience 1 point. All other respondents not ranked in the top 3 will receive 0 points for this section.</p>	Up to 7 Points

2. References: Up to nine (9) points. 3 references listed on Attachment B will be sought. For each positive response to items listed below, respondent will receive 1 point(s). For each negative response, respondent will receive -1 point(s). For each reference listed that does not respond or provides a neutral response, bidder will receive 0 points. GCLBA reserves the right to reject a proposal as non-responsive based on feedback provided by references.

Bidder does not provide references for similar scopes and references do not respond/cannot be reached OR references provided are for similar scope but are negative.				0 Points for this section
REFERENCES SCORING CRITERIA	#1	#2	#3	Tally below (Up to 9 Points)
References confirm projects completed within budget				
References confirm projects completed on time				
References confirm bidder was responsive, effective, and the quality of work consistently met expectations				

3. Demonstrated understanding and experience necessary to complete the scope of work (12 points)

<p>Required Sample Project Proposals listed below meet GCLB expectations/scope. Required Sample Project Proposals 1-3 supplied by respondents will be ranked according to GCLBA preference on presentation, perceived quality, and relevancy of proposed scope. Best ranked example will receive 4 points, second rank will receive 2 point, third ranked will receive 1 points. All other proposal not ranked in the top 3 will receive 0 points. If there is a tie, tied proposal documents will receive appropriate score for rank:</p> <ul style="list-style-type: none">• Pre-demolition Hazardous Survey (0-4 points)• Phase II Environmental Site Assessment Proposal (0-4 points)• Project Oversight Proposal (0-4 points)	Up to 12 points
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Evaluating Pricing Proposal

Genesee County Land Bank Authority (GCLBA) will review fee schedules, requested fixed cost items, and sample project proposals with costs to determine which proposals provide the most cost advantageous response.

The maximum points allowable (40) will be divided by the number of eligible responding bidders. The proposal deemed most cost advantageous to GCLBA will be considered the lowest responsive bidder and will receive the maximum points (40). The next lowest responsive bidder will receive the maximum points (40) less the quotient of 40 divided by the number of eligible responding bidders. Each eligible bidder will be awarded pricing points based on the points awarded to the bidder with the closest pricing proposal without exceeding the bid in question, less the quotient. For example, if there are four (4) eligible responsive proposals, pricing points will be awarded as follows:

Bidder	Price Proposal Ranking	Pricing Score
Bidder A	3	20
Bidder B	1	40
Bidder C	4	10
Bidder D	2	30

To achieve the Pricing Score, divide the maximum points possible by the number of eligible bidders: $40/4=10$. Then subtract the quotient from the score of the previous bidder subsequently.

- Bidder B, as lowest responsive bid (having been deemed as the most cost advantageous proposal) will receive forty (40) points for pricing.
- Bidder D, as next lowest responsive bid will receive 30 points for pricing ($40-10=30$)
- Bidder A, as next lowest responsive bid after D, will receive 20 points for pricing ($30-10=20$)
- Bidder C, as the as next lowest responsive bid after A, will receive 10 points for pricing ($20-10=10$)

A quotient will be rounded to the nearest tenth of a decimal for subtraction purposes. Should two or more eligible bidders have the same pricing/Price Proposal Ranking, they shall receive the same scoring depending on where they fall in the formula (i.e. should Bidder D and Bidder A in the example above both have Price Proposal Rankings of 2 they both would have been awarded 30 points [$40-10=30$]. Bidder C would then have received 20 points.)

AWARD

GCLBA intends to enter into more than one contract. Contracted parties will then be asked to provide competitive proposals for the same scope, with the most advantageous proposal being issued a Notice to Proceed per contract documents.

Final total score(s) will be rounded to the nearest whole number. GCLBA reserves the right to enter into contract(s) with as many respondents as it deems sufficient, starting with the highest scoring proposal.