



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 343,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3380
www.gc4me.com

May 17, 2017

GENESEE COUNTY REQUEST FOR QUALIFICATIONS #17-111

Sealed Statements of Qualifications will be received at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **GENERAL CONTRACTING SERVICES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION.**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror 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. The proposal request number and due date for this RFP are:

DUE DATE: until filled
PROPOSAL REQUEST NUMBER: #17-111

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2017\17-111
Attachments

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RFP #17-111 GENERAL CONTRACTING SERVICES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

SECTION 1. INSTRUCTIONS TO OFFERORS

1. Sealed proposals will be received, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303717B0011383. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsol/login.sdo> and click on Register <https://www.buy4michigan.com/bsol/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-17-111 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities,

RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time related to this RFP.
7. The County's Proposed Construction Contracts for use with the Genesee County Community Development Home Improvement Program (HIP) and Neighborhood Stabilization Program (NSP) are attached to this RFQ, see Attachments 2 and 3. After the award is made to the successful offerors, the County and the successful offerors will negotiate a final contract that substantially conforms to the Proposed Construction Contract. Any exceptions to the terms and conditions of the Contracts and this RFQ must be clearly set forth in your offer and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Proposed Construction Contract and this RFQ unless those changes are requested in your offer.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 7 - INFORMATION REQUIRED FROM OFFERORS to be deemed responsive.

SECTION 2. STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3. ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: This RFQ provides qualified firms with information to enable them to prepare and submit statements of qualifications for consideration by Genesee County (the County or County), for all required services referenced in Section 6. Scope of Services. The County is requesting Statements of Qualifications from General Contractors. All

successful responding qualified General Contractors will be placed on a list maintained by the Genesee County Metropolitan Planning Commission (GCMPC) for future rehabilitation of non-commercial residential structures throughout Genesee County.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (GCMPC) and Grant Administrator. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all offerors shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Offerors:** To ensure proper consideration, all offerors are encouraged to submit a complete response to this RFQ using the format outlined in Section 7, **INFORMATION REQUIRED FROM OFFERORS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the offeror to its provisions. Submissions will be reviewed within 30 days of receipt.
6. **Validity Period:** Any proposal submitted as a result of this Request for Qualifications shall be binding on the offeror for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a offeror wishes to designate any portion of their submission as "confidential" or "proprietary," the offeror must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The offeror shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the offeror agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the

proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

10. **Rejection of Offers:** Genesee County reserves the right to reject any and all offers received in response to this RFQ.
11. **Prime Contractor Responsibilities:** The successful offeror(s) will be held responsible for all services required as part of this solicitation regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract.

SECTION 4. QUALIFICATIONS OF OFFERORS

In order to qualify for award, an offeror shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any offeror unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

The following requirements are necessary for consideration of contract award:

1. The offeror shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. The offeror must be licensed by the State of Michigan, including all of the following:
 - a. Lead Abatement Contractor
 - b. Lead Supervisor (Michigan Department of Community Health)
 - c. Residential Builders and/or Maintenance & Alterations Contractors
 - d. All contractors must be certified under the U.S. Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting rule (RRP)
3. The offeror must have liability insurance at or above \$1,000,000 and carry workers compensation for all employees/owners. A certificate of insurance must be included with submission of qualifications.
4. Offerors must have a minimum of three years of proven experience providing professional licensed construction services.
5. Must not be on the Federal Debarment List

If an offeror does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5. PURPOSE

Genesee County is requesting Statements of Qualifications from General Contractors. Review of submission will be made within 30 day of receipt. All responding qualified General Contractors will be placed on a list of Qualified Contractors maintained by the GCMPC for future rehabilitation of non-commercial residential structures throughout Genesee County. Only Qualified Contractors will be awarded contracts for home repairs and rehabilitation through the GCMPC. As the rehabilitation of homes is needed an additional detailed bid or quote request will be issued.

SECTION 6. SCOPE OF SERVICES

Genesee County anticipates rehabilitating approximately 30-50 homes annually through the Home Improvement Program (HIP) and the Neighborhood Stabilization Program (NSP). The homes will be both homeowner occupied or vacant single-family structures in need of structural and Health & Safety repairs. All work will be funded by HUD and at completion must meet state and local codes. General Contractor(s) deemed qualified by the County, will be given the opportunity to bid on designated homes in Genesee County selected by the GCMPC. Qualified firms that submit statements of qualifications to the County, not later than the submission due date and time of a rehabilitation bid, will be allowed to submit bids for rehabilitation projects.

- A. Rehabilitation will be specified for each home and may include any of the following services:
 - 1. Electrical
 - 2. Plumbing
 - 3. Heating
 - 4. Windows and/or doors
 - 5. Re-roofing
 - 6. Framing
 - 7. Lead based paint removal
 - 8. Painting
 - 9. Floor coverings
- B. The successful bidder on each project will be required to maintain record keeping of all time and materials expended to accomplish the above listed tasks.
- C. For the Home Improvement Program: All contractors new to the program will be on a probationary status, and awarded one project at a time until there has been a satisfactory completion of two projects.
- D. For NSP construction Bids exceeding \$100,000 in amount, the work to be performed under the contract is subject to the requirement of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). See Attachment 1. The Contractor will be required to furnish a **CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**
- E. **NSP Requirement for Bonds:**
 - a. For construction Contracts (job total, each house is a separate job/contract) exceeding fifty thousand dollars (\$50,000.00) in amount, the Contractor must furnish **performance and payment bonds**, each in an amount equal to one hundred percent (100%) of the total compensation to be paid to the Contractor under the Contract as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with the performance of the Contract. The performance bond and the payment bond must be in such form as the Owner may require and must be delivered to the Owner prior to execution of the Contract by the Owner. The Contractor shall also be required, at no cost to the Owner, to provide Performance and Payment Bonds required by any utilities for

performance of any utility Work or Work on utility lines or within utility easements.

- b. For construction Bids exceeding \$100,000 in amount, the Contractor must furnish a **bid bond**, equal to 5 percent (5%) of the total compensation to be paid to the Contractor under the bid. The Surety must be acceptable to the County and must be approved to transact business in the State of Michigan.

SECTION 7. INFORMATION REQUIRED FROM OFFERORS (PROPOSAL FORMAT)

In order to be deemed responsive, proposals must be submitted in the format outlined below:

RESPONSIVE OFFERS MUST INCLUDE THE FOLLOWING:

- A. One (1) original offer (properly executed with signed Signature Page), clearly marked as such, and one (1) complete additional hard copy of your offer
- B. One (1) copy of the offer in Electronic Format
- C. Each offer is to include:
 1. Current licenses and certificates, including all of the following:
 - i. Lead Abatement Contractor
 - ii. Lead Supervisor (Michigan Department of Community Health)
 - iii. Residential Builders and/or Maintenance & Alterations Contractors
 - iv. All contractors must be certified under the U.S. Environmental Protection Agency (EPA) Lead Renovation, Repair and Painting rule (RRP)
 2. Notification of Construction Complete Contractor Section (page 12 do not sign or date)
 3. Contractor's Data Sheet (pages 13 - 16)
 - i. Provide information about the ownership of your firm. Indicate the name and professional occupation/licensure of each owner.
 - ii. Include copies of State of Michigan licensure, including lead based remediation license.
 4. Please indicate if your firm has been cited and/or fined within the last three (3) years by any Federal, State or Local regulatory agency. If so, please provide the following information:
 - i. Date
 - ii. Identity of the agency issuing the citation or fine
 - iii. Description of the violation
 - iv. Final rulings of agency
 5. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
 6. Include proof of registration in the System for Award Management (SAM)
 7. Executed Insurance Checklist and a certificate of insurance must be included with submission of qualifications.
 8. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (pages 17-20)

9. Demonstration of Financial Stability – Provide information that establishes the offeror has the credit and financial stability to assure good faith performance. All offerors shall include financial statements (most recent Federal Income Tax Returns or balance sheets and income statements).
10. Offeror's Statement of all Exceptions to any Terms, Conditions, and Requirements in the RFQ, the Construction Services Contract (Attachment #2) and/or Construction Contract For Use With The Genesee County Community Development Home Improvement Program (HIP) (Attachment #3).
11. Signed Signature Page: See page 10 of this solicitation.

SECTION 8. EVALUATION CRITERIA & SELECTION PROCEDURE

All offers will be evaluated for completeness and current information of submission. The Qualified Contractor status will be awarded to the responsible offeror(s) whose offer is determined to be complete and qualified based on the information requirements set forth in this RFQ. Only Qualified Contractors will be awarded contracts for home repairs and rehabilitation through the GCMPC. As the rehabilitation of homes is needed an additional detailed request for bid/qualification or quote request will be issued.

CRITERIA AND DESCRIPTION	POINT VALUE
Certificates, Licenses, Insurance	20
Financial Stability	20
Recent Fines/Citations	20
Debarred List (SAM)	20
References	20

SIGNATURE PAGE GENESEE COUNTY RFP #17-111

RFP NAME

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 RFP,
3. has not engaged in any collusive actions with any other potential offerors for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title RFP NAME

Proposal Number 17-111

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease
<input checked="" type="checkbox"/> 3. General Liability	\$500,000 policy limit, disease Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each occurrence Owned, hired, non-owned
** 6. Umbrella liability/Excess Coverage	\$ 2,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 7. Genesee County named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<input checked="" type="checkbox"/> 8. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 9. The certificate must state bid number and title	

** Additional coverage including excess liability, pollution and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements.

No work may be started until satisfactory proof of coverages as described above is received by the Contract Administrator and the County Risk Manager.

Insurance Agent's Statement

I have reviewed the requirements with Prospective Contractor named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent _____

Signature _____

PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor's Statement

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

Offeror _____

Signature _____

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISD 04/08/2010

NOTIFICATION OF CONSTRUCTION CONTRACT AWARD
(EXECUTIVE ORDER 11246)

CONTRACTOR: Name _____
Address _____

Telephone: _____
Employer Identification Number _____
Principal Owner _____
EEO Officer _____
No. of Employees: Total _____ Minority _____ Female _____
Percent Minority-Owned _____ Percent Female-Owned _____

HUD-ASSISTED PROJECT: Name _____
Location _____
Number _____
Sponsor _____
Prime Contractor _____

HUD-ASSISTED CONTRACT: Tier (check one): Prime _____ Sub _____ Sub-sub _____
Dollar Value _____
Award Date _____
Trade(s) _____
Estimated Starting Date _____
Estimated Completion Date _____

COVERED AREA Project Located in Genesee County X _____
Principal Owner Signature _____
Date _____

CONTRACTORS DATA SHEET

The following information is required to be furnished by all contractors requesting to be placed on the Home Improvement Program bidders list or any contractor submitting a project qualification to the Home Improvement Program.

FIRM NAME _____ STREET _____

CITY _____ STATE _____ ZIP _____ PHONE NO. _____ CONTACT PERSON _____

CORPORATION () PARTNERSHIP () PRIVATE OWNED ()

PLEASE ENTER THE NAMES OF CORPORATION OFFICERS (if corporation), PARTNERS (if partnership), OWNER (if private).

NAME _____ TITLE _____ PHONE _____

ADDRESS _____ SOCIAL SECURITY NUMBER _____

NAME _____ TITLE _____ PHONE _____

ADDRESS _____ SOCIAL SECURITY NUMBER _____

NAME _____ TITLE _____ PHONE _____

ADDRESS _____ SOCIAL SECURITY NUMBER _____

PROVIDE COPY OF LICENSES AND WBE/MBE CERTIFICATES.

NUMBER OF YEARS IN BUSINESS _____

LIST SPECIALTY TRADES _____

BRIEFLY LIST CONSTRUCTION EXPERIENCE OF EACH OF THE PRINCIPALS: Indicate if experience is new construction, rehabilitation, historic renovation.

OTHER CITIES IN WHICH YOUR FIRM OR PRINCIPALS HAVE OPERATED _____

BUSINESS REFERENCES: Include local banks and material suppliers.

NAME	ADDRESS	PHONE
------	---------	-------

NAME	ADDRESS	PHONE
------	---------	-------

NAME	ADDRESS	PHONE
------	---------	-------

NAME	ADDRESS	PHONE
------	---------	-------

PLEASE LIST RECENT CUSTOMERS WITH WHOM YOU HAVE DONE BUSINESS:

NAME	ADDRESS	PHONE	\$	AMOUNT
------	---------	-------	----	--------

NAME	ADDRESS	PHONE	\$	AMOUNT
------	---------	-------	----	--------

NAME	ADDRESS	PHONE	\$	AMOUNT
------	---------	-------	----	--------

NAME	ADDRESS	PHONE	\$	AMOUNT
------	---------	-------	----	--------

PLEASE LIST FIRMS FOR WHICH YOU HAVE ESTABLISHED CREDIT:

NAME	ADDRESS	PHONE
------	---------	-------

NAME	ADDRESS	PHONE
------	---------	-------

NAME	ADDRESS	PHONE
------	---------	-------

HAVE YOU EVER FILED FOR BANKRUPTCY? _____

HAVE YOU EVER BEEN PLACED ON THE INELIGIBLE BIDDER LIST MAINTAINED BY HUD?

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS CORRECT AND THAT THE INFORMATION MAY BE VERIFIED FROM ANY SOURCE AND FURTHER AGREES:

1. THAT GENESEE COUNTY MAY OBTAIN A CREDIT REPORT.
2. THAT THE STATE OF MICHIGAN'S CONTRACTORS LICENSE CLASS AND NUMBER THEREFORE ARE CURRENT, AND THAT THE UNDERSIGNED CONTRACTOR AGREES TO MAINTAIN CURRENT STATUS OF SUCH LICENSE. A COPY OF WHICH IS ATTACHED.
3. THAT THE CONTRACTOR WILL PERFORM THE WORK IN ACCORDANCE WITH THE DESCRIPTION OF WORK, GENERAL SPECIFICATIONS AND ALL APPLICABLE CODES AND ZONING REGULATIONS AND BE SUBJECT TO A FINAL INSPECTION BY THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION OFFICE.
4. THAT IF THE WORK PERFORMED BY THE CONTRACTOR IS FOUND TO BE UNSATISFACTORY OR IF THE CONTRACT RELATIONS BETWEEN THE CONTRACTOR, HOMEOWNER OR OTHER PARTIES ARE FOUND TO BE UNSATISFACTORY, THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION OFFICE MAY REMOVE HIS/HER NAME FROM THE LIST OF SELECTED CONTRACTORS WITHOUT NOTICE.

5. THAT THE REQUIRED INSURANCE AND WORKMAN'S COMPENSATION ARE ATTACHED. A CERTIFICATE OF INSURANCE WITH THE FOLLOWING COVERAGES AND AMOUNTS ARE TO BE CONSIDERED MINIMUM.

<u>Area</u>	<u>Per Accident</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000
Workers' Compensation	\$100,000	Statutory

PLEASE PROVIDE THE NAME AND PHONE NUMBER OF YOUR INSURANCE AGENT

6. THAT HE WILL ABIDE BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY.

DATE _____ BY: _____

TITLE: _____

HIP\CONTRDAT

ATTACHMENT 1 – SECTION 3 CLAUSE

135.38

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 but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Genesee County
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN
CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business: _____

Address of Business: _____

Type of Business: Corporation Partnership Joint Venture
 Limited Liability Corporation Sole Proprietorship

Type of Work: _____

I _____, hereby certify that the business
(Print Name and Title)

known as _____
(Print business name)

_____ is not a Section 3 business (sign below)

_____ is a Section 3 business because (check one of the following, sign and complete page 2)

_____ 51 percent (51%) or more is owned by Section 3 residents*; or

_____ 30 percent (30%) of the permanent full time employees are currently Section 3 residents* or were Section 3 residents* when first hired (if within the last three years); or

_____ The business commits in writing to subcontract over 25 percent (25%) of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

AND

The business was formed in accordance with state law and is licensed under state, county or municipal law to engage in the business activity for which it was formed.

* A Section 3 Resident is a person living in Genesee County who is a Public Housing resident or who is low income.

Low Income Persons means families whose incomes do not exceed 80% of the annual median income as adjusted by HUD, for Genesee County (see income limits on page 2).

It is important to note that a Genesee County Section 3 Certification in itself, shall not in any way be construed, that any bid or contract award is accepted, nor guaranteed, nor is any Business Concern entitled to any contract award based upon the Section 3 Certification.

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the

U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3 years from day of employment
- List of employees claiming Section 3 status
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2017 Median Family Income for Flint and Genesee County MSA - \$53,700		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$19,550	\$22,450
Two Person	\$22,350	\$25,700
Three Person	\$25,150	\$28,900
Four Person	\$27,900	\$32,100
Five Person	\$30,150	\$34,650
Six Person	\$32,400	\$37,250
Seven Person	\$34,600	\$39,800
Eight Person	\$36,850	\$42,350

Genesee County
Section 3 RESIDENT EMPLOYMENT OPPORTUNITY
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a low- or very-low-income person as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax filings
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

ATTACHMENT 2 - PROPOSED CONTRACT

NEIGHBORHOOD STABILIZATION PROGRAM CONSTRUCTION SERVICES CONTRACT

This Agreement for Construction Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County") and **CONTRACTOR NAME**, whose principal place of business is located at **CONTRACTOR ADDRESS** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Purpose

This contract is entered into for the purpose of performing construction and repair work on real property, located at **PROPERTY ADDRESS**, as directed by the Contract Administrator as a part of the Genesee County Neighborhood Stabilization Program.

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Work").

3. Compensation

3.1 The Contractor shall be paid according to the payment schedule identified on Exhibit B. The Contractor agrees to furnish all work, material and labor to complete the work as shown on the work write-up (Exhibit A) and in accordance with contractual conditions, for the total sum of \$**CONTRACT AMOUNT (CONTRACT AMOUNT)**.

3.2 A contingency amount equal to 8.2% of the contracted amount is in place. This funding cannot be used unless a change order has been recommended by the Rehabilitation Inspector and approved by the Contract Administrator.

The Contractor must provide to the County invoices according to the payment schedule in a form acceptable to the County, along with any necessary supporting documentation such as time sheets.

3.3 The Contractor shall certify in writing with each invoice that title to all work, materials, and equipment covered by an invoice for payment will, upon payment to the Contractor, pass to the Homeowner free and clear of all liens, claims, security interests, or encumbrances.

3.4 The County will pay the Contractor within thirty (30) days of the completion of both of the following:

3.4.1. Acceptance of the Contractor's invoice by the County; and

3.4.2. Delivery by the Contractor to the County of written release of all liens arising out of the performance of all Work and materials covered by the invoice up to the date of the invoice.

3.5 Final payment shall not be made until the County has completed a final inspection and issued a certificate of completion.

3.6 Acceptance of the final payment by the Contractor shall constitute a waiver of all claims by the Contractor except those previously made in writing to the Contract Administrator.

3.7 Withholding. The County may withhold any payment or part thereof if any of the following occur:

3.7.1. The County has received notice of a claim by a third party against the County arising out of the Contractor's performance of the Work;

3.7.2. Defective work or materials are discovered by the County and not remedied by the Contractor;

3.7.3. The County has received notice that the Contractor has failed to pay any supplier or subcontractor;

3.7.4. The County reasonably believes the Work will not be completed according to the Work Schedule; or

3.7.5. The Contractor is in breach of any provision of this Agreement.

4. Schedule. *Time is of the essence for the completion of the Work. It is anticipated by the Parties that all Work will be completed within the time described on the Work Schedule, attached as Exhibit B to this Agreement, and that any delay in the completion of the Work described herein shall constitute a material breach of this contract. The County shall issue a notice to proceed before any work is performed.*

5. Contract Administrator

5.1 Appointment of Contract Administrator. The contract administrator for this Agreement is Sheila Taylor, Principal Planner with the Genesee County Metropolitan Planning Commission, or such other County employee as designated in writing by the County (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

5.2 Change Order Authority. The Contract Administrator may approve change orders to the Scope of Work and Contract Price upon the written request of the Contractor if the Contract Administrator determines the following:

5.2.1. The change requested is reasonable and necessary under the circumstances.

5.2.2. The change requested will not increase the cost to the County by an amount in excess of 8% of the total value of this Contract; and

5.2.3. The Contract Administrator has confirmed that the cost of the change order is adequately funded by currently appropriated Neighborhood Stabilization Program funds.

6. Permits and Codes

The Contractor must secure, at Contractor's sole expense, all necessary permits and licenses required for the performance of the Work. Contractor must comply with all federal, state, and local laws, codes, and ordinances related to the performance of the Work.

7. Inspections

7.1 All Work is performed subject to inspection and testing by County personnel, and/or by the building inspector for the local municipality. Until final completion of the Work, the County, the local municipality, the U.S. Department of Housing and Urban Development, and their respective agents shall have the right to conduct periodic inspections of the Work and the worksite, and shall further have the right to capture photographs of the Work for publicity and record purposes.

7.2 Upon receipt of written notice by the Contractor that the Work is ready for final inspection, the County will make such final inspection. Such final inspection shall not be performed until after inspection and final approval by the local municipality. If the Work appears acceptable according to this Agreement, the County will issue a certificate of completion stating that the Work has been completed according to this Agreement, and, upon receipt of the certificate of completion, the Contractor may submit an invoice for final payment.

8. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

9. Defective Work

The Contractor shall correct all defects in workmanship or materials discovered within one (1) year of completion of the Work at no cost to the County or the Homeowner or pay the County and Homeowner for expenses incurred in correcting the defects. Such inspection and testing is for the benefit of the County and the Homeowner only, and the failure of such inspection or testing to discover a defect shall not relieve the Contractor from the obligation to correct any such defect at no cost to the County and the Homeowner. This Paragraph shall survive termination of this Agreement.

10. Warranties

The Contractor warrants that:

10.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.

10.2 For a period of one (1) year following completion of the Work, the work performed by the Contractor, and the materials and equipment provided by the Contractor, shall be free of defects in workmanship or materials.

10.3 The Contractor will furnish the County with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this contract before final payment is made.

10.4 All materials furnished under this Agreement must be new unless otherwise specified in the Scope of Work.

10.5 The Contractor will pay all subcontractors and suppliers all amounts due for work and materials provided for the performance of this Agreement.

10.6 The Contractor will comply with all federal, state, and local laws in the performance of the Work.

10.7 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement. Copies of any applicable grant agreements are available upon request.

10.8 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

10.9 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Agreement.

10.10 The Contractor will be responsible for the conduct of all employees or subcontractors performing work under this Contract, and shall enforce strict discipline to ensure safety and prevent damage to the property.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties. This Section shall survive termination of this Agreement.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for seven (7) days after written notice is issued to the Contractor by the County of the breach, or if the Contractor files for or is placed into bankruptcy proceedings, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon written notice to the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Nondiscrimination

13.1 The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

13.2 Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender (Exhibit C).

14. Freedom of Information Act

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

15. Audit Rights

15.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

15.2 Inspection

The Contractor agrees that the County may inspect the Contractor's place of business or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

15.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal

agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

15.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

16. Reporting Requirements

In order to receive partial and final payments, the Contractor agrees to submit the following documentation with each payment request: an invoice detailing contract items being billed, sworn statement, completion certificate and waiver of lien.

The Contractor shall certify in writing with each invoice that title to all work, materials, and equipment covered by an invoice for payment will, upon payment to the Contractor, be free and clear of all liens, claims, security interests, or encumbrances.

The Contractor shall maintain and submit Project records and reports to the County in accordance with provisions of 24 CFR §92.508(a)(3) and (4) and (7) and 24 CFR §92.351.

17. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit D and keep such insurance coverage in force throughout the life of this Agreement.

17.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

17.2 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as additional insureds. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

17.3 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs and any costs to enforce this indemnification provision, arising out of the Contractor's performance of the Work or presence on the property.

18. Requirement for Bonds

For construction Contracts exceeding fifty thousand dollars (\$50,000.00) in amount, the Contractor must furnish a performance bond and a payment bond, each in an amount equal to ninety five percent (**95%**) of the total compensation to be paid to the Contractor under the Contract as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with the performance of the Contract. The performance bond and the payment bond must be in such form as the Owner may require and must be delivered to the Owner prior to execution of the Contract by the Owner. The Surety must be acceptable to the County and must be approved to transact business in the State of Michigan. The Contractor shall also be required, at no cost to the Owner, to provide Performance and Payment Bonds required by any utilities for performance of any utility Work or Work on utility lines or within utility easements.

18.1 Copies to be Furnished to Beneficiaries

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor must promptly furnish a copy of the bonds to such person or entity.

19. Independent Contractor

The Contractor and its agents, employees, and subcontractors are independent contractors and are not the employees of the County.

20. Debarred or Suspended Contractor

The Contractor states, by signing this Agreement that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424. The Contractor also agrees not to award any part of the project to a subcontractor that is debarred or suspended or otherwise excluded from or ineligible for participation in the program.

21. Labor Standards

21.1 Copeland Anti-Kickback Act. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

21.2 Davis-Bacon Act. The Contractors agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by Genesee County 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 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage.

21.3 Contract Work Hours and Safety Standards Act. The Contractor agrees to comply with the requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

22. Copyright

If this contract results in any copyrightable material or inventions, Genesee County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

23. Environmental Concern

23.1 Clean Air Act. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

23.2 Energy Efficiency. The Contractor agrees to comply with the 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).

24. General Provisions

24.1 Entire Agreement. This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Work other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

24.1 No Assignment. The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

24.2 Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

24.3 Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

24.4 Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

24.5 Governing Law and Venue. This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

24.6 Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

24.7 Interpretation. Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

24.8 Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY

By: _____
CONTRACTOR SIGNATOR, POSITION
CONTRACTOR NAME

By: _____
Mark Young, Chairperson
Genesee County Board of Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

The Contractor agrees to perform the work identified within the work specifications attached.

EXHIBIT B
Work and Payment Schedule

Work Schedule

After contracts have been signed and dated, and a Notice to Proceed is issued to the Contractor, the work must start within **30 calendar days** after the issuance of the Notice to Proceed and must be completed within **45 days** thereafter, according to the Work Activity Schedule. Contract extension requests should be submitted and approved by the County, in writing, via Change Order.

Payment Schedule

The Contractor may be paid the contract price in one lump sum after necessary inspections reveal that the work is satisfactorily completed or, at the discretion of the County, disbursements may be made during the progress of the work, subject to the following conditions:

- a. The maximum number of disbursements shall not exceed four.
- b. A disbursement, made during the progress of the work, shall not exceed the amount of 30% of the value of the work satisfactorily completed.

Payments due the Contractor will be paid within 15 days after the County receives the Contractor's satisfactory release of liens or claims for liens by subcontractors, laborers, and materials suppliers for completed work or installed materials and invoice. Schedule of payments as follows:

Initial installment = 30% of total contracted amount

Mid installment = 25% of total contracted amount

$\frac{3}{4}$ installment = 25% of total contracted amount

Final installment = 20% after all final inspections are completed from each municipality (i.e. mechanical, electrical, plumbing, building) and the County.

Exhibit C

General Contractor's Compliance with 24 CFR 570.506

STATE OF MICHIGAN)
COUNTY OF GENESEE)

_____ submits this report in support
(General Contractor's Company Name)

of its contract for the following project:

(Project Name)

We have reviewed the information provided in Section 13, paragraph 13.2. This contract achieves compliance with that addendum.

GENERAL CONTRACTOR'S STATUS

We are _____ Minority-Owned Business
_____ Woman-Owned Business
_____ Person-with-a-Disability Business
_____ None of the above

SUBCONTRACTOR SECTION

The subcontractors to which we will award contracts on this project and their estimated dollar amount of this project will be:

Company Name	Indicate if Minority/ Woman/ Disability-Owned Business	Dollar Amount
--------------	---	---------------

EXHIBIT D
GENESEE COUNTY INSURANCE CHECKLIST

Bid Title: HOME REHABILITATION FOR HIP AND NSP
Bid Number: RFQ #14-030

Coverages Required	Limits (Figures denote minimums)
<u> X </u> 1. Workers' Compensation	Statutory limits of Michigan
<u> X </u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u> X </u> 3. General Liability \$1,000,000 per occurrence with \$2,000,000 aggregate	Including Premises/operations Including errors and omissions
<u> X </u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u> X </u> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u> ** </u> 6. Umbrella liability/Excess Coverage	\$ 2,000,000 BI & PD and PI
<u> X </u> 7. <u>Genesee County named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<u> X </u> 8. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u> X </u> 9. The certificate must state bid number and title	

****** Additional coverage including excess liability, pollution and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements.

No work may be started until satisfactory proof of coverages as described above is received by the Contract Administrator and the County Risk Manager.

**ATTACHMENT 3 - CONSTRUCTION CONTRACT FOR USE WITH THE GENESEE COUNTY
COMMUNITY DEVELOPMENT HOME IMPROVEMENT PROGRAM (HIP)**

**CONSTRUCTION CONTRACT FOR USE WITH THE
GENESEE COUNTY COMMUNITY DEVELOPMENT HOME IMPROVEMENT PROGRAM (HIP)**

1. **THIS AGREEMENT IS BETWEEN** Genesee County, through its Community Development Program, hereinafter called the County, the Homeowner identified below, and the Contractor identified below.
2. **REHABILITATION LOAN** -- The Contractor understands that the Homeowner proposes to pay for the work by means of a rehabilitation loan from the Genesee County Home Improvement Program and agrees that no rights shall accrue and that no payment shall be due him unless the loan is approved, and the work is completed, inspected, and approved by the Homeowner and the County and the County disburses the loan. The Contractor will cooperate with Homeowner by furnishing lien waivers, releases, and other documents as required by the County.
3. **HOLD HARMLESS** -- Contractor will defend, indemnify, and hold harmless the Homeowner and the County, its officers, commissioners, and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's operations under this contract.
4. **CONTRACTOR'S LIABILITY INSURANCE** -- The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under workman's compensation, disability benefit, and other similar employee benefit acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance shall be in amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Hundred Thousand Dollars (\$100,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000).

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen (15) days prior written notice has been given to the County.

5. **LIEN WAIVER** -- Final payment shall not be due until the Contractor has delivered to the County complete release of all liens arising out of this contract or a sworn statement in full covering all labor and materials for which a lien could be filed.
6. **GENERAL GUARANTY** -- The Contractor shall promptly remedy any defect due to faulty materials and/or workmanship and pay for any consequential damage resulting therefrom which shall appear within the period of one year from final payment. Further, Contractor will furnish Homeowner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this contract, before final payment is made.
7. **PERMITS AND CODES** -- Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work.
8. **CHANGE ORDERS -- NO MODIFICATIONS OF THIS CONTRACT SHALL BE MADE EXCEPT BY WRITTEN INSTRUMENT, SIGNED BY THE CONTRACTOR, ACCEPTED BY THE HOMEOWNER, AND APPROVED BY THE COUNTY. CHANGE ORDERS FOR CONTRACT TIME EXTENSIONS WILL NOT BE APPROVED UNLESS A CHANGE IN THE SCOPE OF WORK OCCURS.**

- a. Contract extensions due to homeowner/contractor illness, inclement weather or emergencies may be granted on a case by case basis.

9. **RESPONSIBILITY FOR THOSE PERFORMING --**

- a. The Contractor shall be responsible to the Homeowner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- b. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

10. **PROVISIONS FOR HOMEOWNER --** Homeowner will permit the Contractor to use at no cost existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work. Further, Homeowner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, and personal belongings as necessary.

10.1 **OFFICIAL INSPECTIONS -- Periodic Inspections, Photographs of Work Progress --** The Homeowner hereby promises and agrees that, as long as the County has a real property interest in the premises, both the County and the U. S. Department of Housing and Urban Development, or their respective agents, together or separately, shall have the right to inspect the premises upon reasonable notification and further promises and agrees to permit the County and the U. S. Department of Housing and Urban Development, during the course of said periodic inspections, to take photographs for publicity and record purposes.

11. **WARRANTY --** The Contractor warrants to the Homeowner and the County 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, including the proposal, bid, and work specifications. All work not so conforming to these standards may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

12. **STOP WORK ORDER --** If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the contract documents, the Homeowner or the County may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

13. **COMPLETION CERTIFICATE --** The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the project or not, will pass to the Homeowner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor; or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

14. **CLEANUP --**

- a. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project, as well as his tools, construction equipment, machinery and surplus materials, and shall leave the work "broom-clean" or its equivalent, except as otherwise specified.
- b. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor unless otherwise stated.

15. **FINAL INSPECTION --** Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final application for payment, the County will promptly make such inspection and, when the work appears acceptable under the contract documents and, the contract fully performed, a final certificate will be issued for payment. The certificate will state that the work has been completed in accordance with the terms and conditions of the contract documents and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

16. **SATISFACTION OF OBLIGATIONS FROM CONTRACTOR --** Neither the final payment nor any retained percentage shall become due until the Contractor submits to the owner and County:

- a. An affidavit that all bills for materials and equipment, and other indebtedness connected with the work for which the Homeowner of this property might in any way be responsible, have been paid or otherwise satisfied.
- b. Consent of surety, if any, to final payment.

- c. If required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the County.

If any Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

17. **PAYMENT WITHHELD** -- The County may decline to approve an application for payment and may withhold its certificate in whole to the extent necessary to reasonably protect the Homeowner or the County. The County may also decline to approve any applications for payment because of subsequently discovered evidence or subsequent inspections, to such extent as may be necessary in their opinion to protect the Homeowner from loss because of:

- a. Defective work not remedied.
- b. Reasonable indication that the work will not be completed with the contract time.
- c. Unsatisfactory prosecution of the work by the Contractor.

18. **THE ACCEPTANCE OF FINAL PAYMENT** shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

19. **TERMINATION BY THE COUNTY** -- If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this contract, then the County may immediately terminate this contract by mailing notice thereof to said Contractor.

20. **EQUAL EMPLOYMENT OPPORTUNITY** -- During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
- b. The Contractor agrees that all work performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and to the greatest extent feasible, should provide opportunities for contracts and employment in the project area.
- c. The Contractor will abide with all provisions of Executive Order 11246 when applicable.

21. **METHOD OF PAYMENT** -- The Contractor may be paid the contract price in one lump sum after necessary inspections reveal that the work is satisfactorily completed or, at the discretion of the County, disbursements may be made during the progress of the work, subject to the following conditions:

- a. The maximum number of disbursements shall not exceed two.
- b. A disbursement, made during the progress of the work, shall not exceed the amount of 80% of the value of the work satisfactorily completed.

Payments due the Contractor will be paid within 30 days after the County receives the Contractor's satisfactory release of liens or claims for liens by subcontractors, laborers, and materials suppliers for completed work or installed materials and invoice.

22. **ACCEPTANCE OF BID, NOTICE TO PROCEED AND TIME FOR COMPLETION** -- Should the Homeowner fail to accept the Contractor's proposal within 30 days following the established date of bid submission, or a proceed order has not been issued within 30 days following date of acceptance, the Contractor may at his option withdraw his bid and proposal.

30 business days after the signing of this contract a Notice to Proceed will be delivered to the Contractor. The work activity schedule, provided by the contractor and attached to this contract, will be completed within 30 business days of the issuance of the Notice to Proceed. When the work has been fully completed, approved by the Program, and accepted by the Homeowner and all waivers and releases of liens required by the Program are submitted, final payment shall be made.

23. **CONTRACT PENALTY CLAUSE** -- After 60 business days have passed from the signing of this contract, the County will deduct \$100.00 per day for each business day the contracted work is not complete. The total amount will be deducted from the final payment amount due to the Contractor.

24. **CONTRACTOR'S FEE** -- The Contractor agrees to furnish all work, material and labor to complete the work as shown on the work activity schedule (attached) and in accordance with all contractual conditions, for the total sum of **XXXXXX and 00/100 Dollars (\$XXXXXXX)**.

25. **MEDIATION** -- Irreconcilable disputes between the Owner and the Contractor must be submitted in writing to the Genesee County Community Development Home Improvement Program for resolution. If no resolution can be agreed upon, the County may terminate the contract and compensate the Contractor for work completed that is approved by the Program. All waivers and release of liens required by the Program shall still be submitted prior to payment.

26. **CONTRACT** -- This contract consists of the general conditions as outlined above, the attached amendment and the specifications of the work to be completed, attached hereto.

AMENDMENT TO
GENESEE COUNTY HOME IMPROVEMENT PROGRAM
CONSTRUCTION CONTRACT

It is agreed between the Parties that the Contractor affirms to follow all the provisions in 24 CFR 85.36(i) as follows:

CONTRACT PROVISIONS

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance 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 in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

- 13. 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. 94A 163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
- 14. Compliance with Genesee County's Drug Free Workplace Act of 1988.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

 Homeowner:
 Date

 Contractor:
 Date

 Homeowner:

 Business Name
 Date

 Address

 Business Address

 City MI
 State Zip Code

 City MI
 State Zip Code

 Phone Number

 Business Phone Number

 State Contractors Expiration
 License Number Date

ON BEHALF OF GENESEE COUNTY:

 By: Sheila Taylor, Principal Planner
 Genesee County Metropolitan Planning Commission